City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

# Agreement between the City and County of San Francisco

And The Dutra Group 1000035542

#### **AGREEMENT**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco ("City"), State of California, by and between The Dutra Group, located at 2350 Kerner Blvd Suite 200, San Rafael, CA 94901 ("Contractor") and City.

#### Recitals

WHEREAS, the Port of San Francisco ("Department") wishes to procure a crane barge (the "Crane Barge" or "Vessel") from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the Goods required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000006633 and

WHEREAS, this is a contract for Services and Goods and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004125; and

WHEREAS, approval for the Agreement was obtained on August 19, 2024 from the Civil Service Commission under PSC number DHRPSC00041335 in the amount of \$1,000,000 for the period of 28 months; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors;

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors;

WHEREAS, the City's Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

Now, THEREFORE, the parties agree as follows:

#### **Article 1** Definitions

The following definitions apply to this Agreement:

- 1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and The Port of San Francisco.
- 1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
  - 1.4 "CMD" means the Contract Monitoring Division of the City.
- 1.5 "Confidential Information" means confidential City information including, but not limited to, personal identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M ("Chapter 12M"). Confidential Information includes, without limitation, City Data.
- 1.6 "Contractor" means The Dutra Group, located at 2350 Kerner Blvd Suite 200 San Rafael CA 94901.
- 1.7 The "Contract Documents" form the entire Contract for performance of the Work and provision of the Goods and Services, and consist of the following: the Agreement and other documents listed in the Agreement; and all appendices and exhibits attached to the Agreement and all addenda thereto. Nothing in the Contract Documents shall be construed to create a contractual relationship between the City and a Subcontractor, Supplier, Lower Tier Subcontractor or Supplier or a person or entity other than the City and Contractor.
- 1.8 "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
- 1.9 "Goods" or "Commodities" means the products, materials, equipment or supplies to be provided by Contractor under the Contract Documents.

- 1.10 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.
- 1.11 "Party" and "Parties" means the City and Contractor either collectively or individually.
- 1.12 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.
- 1.13 "Work" means the performance by Contractor of all its responsibilities and obligations set forth in the Contract Documents.

#### **Article 2** Term of the Agreement

- 2.1 The term of this Agreement shall commence on the date the last party signs this Agreement, as indicated by the date stated opposite that party's signature (the "Effective Date") and expire on July 14, 2027, unless earlier terminated as otherwise provided herein.
- 2.2 **Options.** The City has the option to renew the Agreement for a period of one (1) additional year. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

#### **Article 3** Financial Matters

#### 3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the

Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

- 3.1.3 **Notice of Appropriations or Non-Appropriations.** City shall notify Contractor of each appropriation or non-appropriation that is made for payment of the Work within ten (10) business days thereof.
- 3.2 **Authorization to Commence Work**. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

# 3.3 Compensation.

- 3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, "Calculation of Charges" and Appendix C, "Progress Payment, Delivery and Compliance Guidelines. Compensation shall be made for Goods identified in the invoices that the City, in its sole discretion, concludes has been satisfactorily delivered. Subject to any price adjustments in accordance with this Agreement, including without limitation those set forth in Appendix C, in no event shall the amount of this Agreement exceed Sixteen Million Seven Hundred Forty-Seven Thousand One Hundred Ninety-Six Dollars (\$16,747,196). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.
- 3.3.2 **Payment Limited to Satisfactory Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the Goods delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Goods, even if the unsatisfactory character may have been apparent or detected at the time such payment was made. Goods delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.
- 3.3.3 **Withhold Payments.** If Contractor fails to provide Goods in accordance with Contractor's obligations under this Agreement, the City may withhold any and all related payments due Contractor until such failure to perform is cured. Contractor shall not stop providing Goods as a result of City's withholding of payments, as provided herein.
- 3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Services or Goods delivered (including manufacturer name, manufacturer SKU, and product description), sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms. Where Contractor's pricing is based on a percentage mark-up or discount over manufacturer's list price, invoices must also include the manufacturer list price and Contractor's percentage mark-up or discount over manufacturer's list price. Where Contractor's pricing is based on a percentage mark-up

over cost, invoices must also include Contractor's cost and Contractor's percentage markup over Contractor's cost. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

- 3.3.5 Reserved (LBE Payment and Utilization Tracking System).
- 3.3.6 Getting paid by the City for Goods.
- (a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit <a href="http://portal.paymode.com/city">http://portal.paymode.com/city</a> countyofsanfrancisco.
- (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <a href="https://sfcitypartner.sfgov.org/pages/training.aspx">https://sfcitypartner.sfgov.org/pages/training.aspx</a> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through <a href="mailto:sfgov.org">sfgov.org</a>.
  - 3.3.7 Reserved (Grant Funded Contracts).
  - 3.3.8 Payment Terms.
- 3.4 **Payment Due Dates**: Compensation shall be paid on a progress payment basis, as set forth in Appendix C of this Agreement. Unless City notifies the Contractor that a dispute exists within five business days of receiving a full and complete payment application, milestone Payments shall be made within 30 calendar days of Contractor's invoice for completed milestones. Payment is deemed to be made on the date on which City has issued a check to Contractor (assuming the check clears) or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.
- 3.5 If any undisputed progress payment that includes payment for work performed by Conrad Shipyard L.L.C. ("Conrad") is not made within thirty (30) -days of when it is due, the Delivery Date shall be extended by one day for each day that the full amount due of such payment has not been made.
  - (a) Reserved (Payment Discount Terms).
- 3.6 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to the Goods. Contractor will permit City to audit, examine, copy, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

- 3.7 **Submitting False Claims**. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.
  - 3.8 Reserved (Payment of Prevailing Wages).
  - 3.9 Reserved (Displaced Worker Protection Act).

#### **Article 4** Goods and Services

- 4.1 Reserved (Primary and Secondary Contractors).
- 4.2 Reserved (Term Agreement Indefinite Quantities).
- 4.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to deliver the Services and Goods required by City, and that all Services and Goods will be delivered by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.
  - 4.4 Reserved (Services).
- 4.5 **Awarded Services.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated. If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, Contractor agrees that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date as set forth under Article 8, Termination and Default. City shall give Contractor ten (10) days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, thirty (30) days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.
- 4.5.1 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below:

Conrad Shipyard L.L.C.: Barge Hull & Outfitting Subcontractor

Techcrane International, LLC: Crane Manufacturer

Glosten, Inc.: Naval Architect and Designer

# 4.5.2 Independent Contractor; Payment of Employment Taxes and Other Expenses.

- **Independent Contractor**. For the purposes of this Section 4.4, (a) "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents, and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.
- Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.
- 4.5.3 **Warranty (Services).** As referenced in Appendix D, "Design Specifications and Construction Drawings", Exhibit A-O.

#### 4.6 Goods.

- 4.6.1 **Awarded Goods.** If during the term of the Agreement, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, Contractor agrees that the item will be canceled and removed from the Agreement as set forth under Article 8, Termination and Default. City's sole obligation to Contractor shall be as set forth under Article 8, Termination and Default. City shall give Contractor ten (10) calendar days' notice prior to any cancellation. City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, Contractor shall search the marketplace and propose a substitute, which if accepted by City shall be issued by the City through a Change Order. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of City will constitute a Default under this Agreement.
- 4.6.2 **Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except Goods purchased for use by City's detention facilities. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the Agreement requirements.
- 4.6.3 **Electrical Products.** Goods must comply with all applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code.
- 4.6.4 **Condition of Goods.** Goods offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein. Contractor shall establish quality control measures, as applicable to department's operations, and promptly provide documented reports to City of any product defects or premature failures.
- 4.6.5 **Inspection.** All Goods supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected Goods may be subject to reasonable storage fees.
- 4.6.6 **F.O.B. Delivery.** The Contractor shall deliver a crane barge that meets the specifications of the Port on or before December 1, 2026, with final inspections and commissioning no later than February 1, 2027. Refer to the Appendices Exhibits for delivery and acceptance procedures.
- 4.6.7 **Failure to Deliver.** If Contractor fails to deliver Goods of the quality, in the manner or within the time called for by this Agreement, such Goods may be bought from any source by Purchasing as set forth under Section 8.2 Termination for Default. If City is required to pay a price that exceeds the price agreed upon by this Agreement, the excess price

will be charged to and collected from Contractor (or sureties on its bond, if bond has been required); in accordance with terminating the Agreement for default.

4.6.8 **Safety Data Sheets.** Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.

#### 4.6.9 Reserved.

- 4.6.10 **Warranty.** In addition to all requirements set forth in Appendix D, Exhibit A-0, Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.
- 4.7 **Work.** Contractor agrees to complete the Work necessary to furnish the Goods as specified in Appendix A, "Scope of Work". Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Work beyond the Scope of Work listed in Appendix A except through a Change Order.
- 4.8 **Assignment.** Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

# 4.9 Timely Delivery of Barge and Liquidated Damages

- 4.9.1 **Delivery Date**. Contractor agrees to deliver the completed Vessel to Owner no later than December 1, 2026 (designated for purposes of this Agreement as the "**Delivery Date**"), with final inspections and commissioning no later than February 1, 2027.
- 4.9.2 Timely delivery of the Vessel is of the essence. Contractor shall keep City updated on status of vessel construction, including any adjustments to Contractor's construction schedule. Notwithstanding any other term to the contrary in this Agreement, if Contractor fails to deliver the Vessel on the Delivery Date, or notifies the City that the Vessel will not be delivered on the Delivery Date, as the same may have been adjusted through any mutually executed modification to this Agreement Contractor's sole liability to the City for such delay shall be the liquidated damage sum of \$4,000 per day of delay in delivery after the Delivery Date and, upon the City's election to terminate this Agreement for default as set forth in Section 8.2, the City may take over the work and complete it by contract or otherwise, for which Contractor and its surety shall be liable for any increased costs incurred by the City in completing the work, during which liquidated damages shall continue to apply until completed.

The parties specifically agree that in no event shall Contractor's liability for liquidated damages for delay exceed the amount set forth in Section 3.3.1 of this Agreement. In the event Contractor does not deliver the Vessel by the Delivery Date, the City may in addition to collecting liquidated damages, declare Contractor to be in default and exercise its remedies for default in accordance with this Section 4.9.2. The parties have carefully considered and separately negotiated the contents of this paragraph, especially in light of the difficulty of ascertaining and proving with certainty any actual damages that would be experienced by the City on account of delays in completion of the Work. The parties agree that the liquidated damages set forth in this paragraph, as well as the limitation of damages set forth in this paragraph, are reasonable in light of such factors.

4.9.3 If Contractor is more than 90 days behind on any milestone set forth in the appendices, including Appendix C ("Progress Payments, Delivery and Compliance Requirements") or Appendix E ("Schedule"), excluding any delays to the extent attributable to the City's actions or inactions, the City may, in its sole discretion, elect by written notice to Contractor to either (i) continue performance under this Agreement; or (ii) terminate this Agreement for Default. For purposes of this provision, Contractor's production schedule will be based on a Vessel delivery on or before December 1, 2026 and the milestones will be only those events that correspond with the payment milestones set forth in Appendix C and Appendix E.

# 4.10 Force Majeure.

4.10.1 The Delivery Date shall be extended by actual time lost, along with Contractor's or its subcontractors' loss of sequence, if any, due to Force Majeure events. A Force Majeure event is defined as any event (except inclement weather of ordinary seasonable nature, other than as provided for in Section 4.10.2) beyond the control of Contractor or its subcontractors which prevents or delays Contractor or its subcontractors from performing its obligations under this Agreement, among which, but not exclusive of others, are the following: acts of God; war between the United States and a foreign country; civil war; riot or insurrection in the United States; preparation for war; requirement, urgency, or intervention of civil, naval, or military authorities or other agencies of Government; arrests and restraints of rulers and people; blockades, embargoes; vandalism, sabotage; epidemics; pandemics; strikes, lockouts, or other industrial disturbances; earthquakes; landslides, floods, droughts, hurricanes and cyclonic storms; high sea conditions during transit; damage by lightning, explosions, collisions, strandings, fires; government priorities; delays transiting through the Panama Canal that are beyond the control of Contractor or its subcontractors; delays of carriers by land, water or air; delays of vendors due to any of the above enumerated causes; any delay or non-delivery of Cityfurnished material and/or equipment, delays caused by changes authorized by City, and delays of material which Contractor or its subcontractors cannot avoid with the exercise of due diligence and planning. Force Majeure shall also include delays caused by Contractor's or its subcontractor's cessation of work to prepare and secure the shipyard or Vessel from the anticipated effects of a named tropical storm or hurricane projected by the National Hurricane Center to make landfall in three (3) calendar days or less within three hundred miles of the Shipyard and the time reasonably required to restore shipyard infrastructure, equipment, machinery and facilities following the passage of such named tropical storm or hurricane.

4.10.2 Rain or high winds will not be considered a Force Majeure event unless its occurrence requires a shutdown of a substantial portion of Contractor's or its subcontractors' outside work prior to 12:00 noon on a regularly scheduled work day and, for each such day

beyond the first ten (10) such days, Contractor will be entitled to a one (1) day extension of the Delivery Date. Rain and other weather may also be considered a Force Majeure event if, as of the Delivery Date, rain or other weather conditions have prevented Contractor or its subcontractors from completing painting of the Vessel in accordance with the manufacturer's specifications, as per the provisions for Delivery.

- 4.10.3 Shortages of skilled labor shall not be considered Force Majeure unless (1) such shortage results from a Force Majeure event that is explicitly identified as an example of a Force Majeure event in Section 4.10.1 and (2) Contractor's or its subcontractor's shows that diligence has been used in recruiting, hiring, and maintaining a sufficient work force and that Contractor's or its subcontractor's wage scale for each classification of employee, during the pendency of this Agreement, retains the same competitive relationship as presently exists between Contractor's or its subcontractor's labor force and that of comparable yards in Contractor's or its subcontractor's area, or unless Contractor's or its subcontractor's establishes that such shortage was caused by a dislocation of a substantial portion of the work force of the area due to a hurricane, flood or other catastrophe.
- 4.10.4 No extension of the completion date due to Force Majeure, however, shall suspend, alter or affect Conrad's / Contractor's right to receive or City's duty, if any, to compensate for all Work completed until the commencement of the date of Force Majeure suspension.
- 4.10.5 As soon as possible, but in any event within five (5) days of knowledge that the Delivery Date will be affected by any Force Majeure event, Contractor shall notify City in writing, and shall furnish an estimate, if possible, of the extent of the delay. Upon receipt of any such notice, City shall, within five (5) business days, acknowledge the same in writing and indicate agreement if such development is to be treated as a Force Majeure event or state any objections, and the reasons therefore, to acceptance of this development as a Force Majeure event. If City shall fail to respond within five (5) business days, the extension of time shall be considered approved. If and when the completion of the Vessel is delayed by Force Majeure, the Delivery Date shall be extended by a period equal to the period of the delay.
- 4.11 **Bond Requirements**: The following Bonds are required for the performance of this Agreement:
- 4.11.1 **Performance Bond.** Contractor is required to furnish a performance bond, in a form acceptable to the City, in a sum of not less than 100% of the amount of the Agreement to guarantee the faithful performance of this Agreement. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.
- 4.11.2 **Payment Bond.** A Payment (Labor and Materials) Bond, in a form acceptable to the City, in the amount of 100% of the contract to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies and equipment used in the performance of this Agreement. Each bond must be approved as to form by the City Attorney, and approved as to sufficiency and qualifications of the surety by the Controller. The bonds must be renewed annually.
- 4.11.1 **Bond Obligation Duration**. The term of the Performance Bond and the Labor and Materials Bond of this Agreement shall begin on the date that the contract is awarded and shall extend for until Acceptance of the Vessel. If bonds are required by the City

after Acceptance, the bond amount may be decreased by Contractor to 10% of the purchase price and will remain in effect for a period not less than one (1) year following the date of Acceptance or the time required to resolve any items of incomplete work under this Agreement and the payment of any disputed amounts under this Agreement (including any disputed warranty claims remaining after one year), whichever time period is longer.

# **Article 5 Insurance and Indemnity**

#### 5.1 **Insurance.**

- 5.1.1 Required Coverages. Without in any way limiting Contractor's obligation to indemnify the City, including any liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (a) Commercial General Liability coverage to include, but not limited to, broad form property damage, personal injury, premises, completed operations and products liability, and contractual liability covering all liability assumed by contractor under the terms of this Contract and with limits of liability not less than \$10,000,000 each occurrence. Contractor shall maintain such insurance through the expiration of each warranty period.
- (b) Automobile Liability insurance with a combined single limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage.
- (c) U.S. Longshore and Harborworkers' Act Insurance; Jones Act; Workers' Compensation. Each as applicable, U.S. Longshore and Harborworkers' Act insurance in statutory amounts, and Jones Act insurance with limits not less than \$5 million, and workers' compensation insurance in statutory amounts with employer's liability limit not less than \$2 million for each accident, injury or illness, covering all persons employed directly by Contractor in accordance with applicable law or statute;
- (d) Maritime Employer's Liability Insurance (including transportation, wages, Maintenance and Cure) for limits not less than \$2,000,000 each person and each occurrence.
- (e) Pollution Liability Insurance to include coverage for a) sudden and accidental pollution prior to the Vessel being launched in an amount not less than \$5,000,000 per occurrence; and b) Contractor/Vessel pollution after the Vessel is launched in an amount not less than \$5,000,000 per occurrence containing such terms acceptable to the City and no more restrictive than provided under WQIS policy forms or equivalent.

#### 5.1.2 Shipyard Insurance

At any and all times during the term of this Contract, Contractor shall at its own expense maintain, with an insurance company or companies, with a minimum rating by A.M. Best Company of A - VIII or equivalent, and authorized to do business in the state in which Work is to be performed, insurance of the kind and in the minimum amounts as follows:

(a) Hull and Machinery Insurance. If not covered through the Builder's Risk Insurance required in 5.1.2 (c) below, Contractor shall maintain hull and machinery insurance on the Vessel from launch through final delivery, including the entire transit voyage, in an amount equal to the full replacement value of the Vessel.

(b) Property Insurance. Machinery, material or equipment to be installed or included as part of the Vessel, and until inception of Builders Risk insurance, Contractor, at its expense, shall keep all such machinery, material and equipment, including City's, insured at all times under Contractor's property insurance policy.

# (c) Builder's Risk Insurance.

- (i) From the time of commencement of construction, and until Delivery of the Vessel, Contractor, at its expense, shall keep the Vessel and all machinery, material and equipment to be installed in the Vessel, including City's, insured at all times under an all-risk form Marine Builders Risk policy, acceptable to City (such acceptance not to be unreasonably withheld). Contractor may utilize existing policies of insurance that cover the risks listed in subparagraph (c)(2)-(c)5) of this Article, provided that such policies are maintained by Contractor / Contractor's vessel fabrication subcontractor in accordance with the provisions of paragraph (b) of this Article and name City as loss payee as their interests may appear.
- (ii) Minimum Sum. The minimum sum insured shall be the completed or replacement Vessel Price, whichever is greater, plus the value of any progress payments made by City to Contractor and for items furnished or paid for by City. Such policy limit shall be dedicated to the Vessel and the City shall be named as Loss Payee, as interests may appear.
- (iii) The insurance shall cover all usual marine risks, but without prejudice to the generality of the foregoing, shall cover:
- 5.1.2.c.iii.1. All risks of loss or damage, including earthquake, volcanic eruption, hurricane, named windstorm and tidal wave, in respect of the Vessel and all machinery, material and equipment, whether at the Contractor or suppliers' premises or in transit or elsewhere, including during launching and trials;
- 5.1.2.c.iii.2. Strikes, riots, civil commotions, and malicious damage;
- 5.1.2.c.iii.3. Hull War Risks while the Vessel is at the Contractor or other premises of Contractor or any subcontractor, including after the Vessel has been launched and is either dockside, in sea trials, or transit;
- 5.1.2.c.iii.4. Coverage for Terrorism while the Vessel is at the Contractor or other premises of Contractor or any subcontractor, including after the Vessel has been launched and is either dockside, in sea trials, or transit;
  - 5.1.2.c.iii.5. Collision,
- 5.1.2.c.iii.6. Protection and Indemnity Coverage including coverage for injury to employees, crew and/or third parties; and crew and/or third parties (with a minimum amount of USD \$10,000,000 per occurrence).
- (iv) Coverage shall include cost escalation coverage and coverage for Contractor's soft costs. Policy deductible shall be no more than \$100,000 per occurrence. Coverage shall be the equivalent of the American Institute Builder's Risk Clauses (July 1, 1973) with Addendum 1 and shall <u>not</u> include Addendum 2. Such coverage shall further include coverage for the cost of renewing faulty welds and/or costs to correct faulty workmanship. Coverage shall be written without risk of liability of Purchaser for payment and

without deduction for depreciation. There shall be no coinsurance penalty provision in any such policy.

- (v) In addition to liability for physical loss of, damage to, or damage caused by the Vessel imposed upon Contractor by law or by this Contract, the Marine Builder's Risk Insurance Policy shall be written to specifically include, in part:
- 5.1.2.c.v.1. All Ship underway activity as often as necessary for completion and testing of the Vessel;
- 5.1.2.c.v.2. A statement that the policy is primary to all other collectible insurance.
- (d) Other Insurance. Contractor, at its expense, shall keep and maintain in effect the following additional insurance for the duration of this Contract and with respect to the performance by Contractor of any guaranty work as referenced in Appendix D, "Design Specifications and Construction Drawings", Exhibit A-O.
- 5.1.3 Inland Marine/Bailees/Cargo in transit over land for the full replacement value of the crane barge and/or other equipment while in transit and in the care, custody and control of the contractor or subcontractors.

#### 5.1.4 Additional Insured

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, the Port of San Francisco, their Board Members, Commissioners, Officers, Agents, and Employees, and Herbert Engineering Corp to the extent of Contractor's liability and indemnity obligations under this Agreement.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, the Port of San Francisco, their Board Members, Commissioners, Officers, Agents, and Employees, and Herbert Engineering Corp to the extent of Contractor's liability and indemnity obligations under this Agreement.
- (c) The Business Auto Liability Policy shall be endorsed to include an auto pollution Additional Insured Endorsement, as applicable to the extent of Contractor's liability and indemnity obligations under this Agreement;
- (d) Per the Federal Motor Carrier Safety Administration Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 must be provided as applicable

#### 5.1.5 Waiver of Subrogation

(a) All policy(ies) shall be endorsed with or include a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors to the extent of Contractor's liability and indemnity obligations under this Agreement.

# 5.1.6 **Primary Insurance**

- (a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement to the extent of Contractor's liability and indemnity obligations under this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement to the extent of Contractor's liability and indemnity obligations under this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (c) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement to the extent of Contractor's liability and indemnity obligations under this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

# 5.1.7 Other Insurance Requirements

- (a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Coverage Limits and Contractor's Liability. The insurance coverage limits stated in Paragraphs (a) through (d) above are minimum insurance coverage requirements, not limits of Contractor's liability. Notwithstanding the above-required insurance policies, Contractor shall be obligated for the full and total amount of any damage, injury, expense or loss.
- (f) Should Contractor fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, Contractor shall pay to City all losses and indemnify City against all claims and

demands which would otherwise have been covered by such insurance. In the event of Contractor's failure to furnish and maintain any insurance required under this Agreement, City shall have the right but not the obligation to take out and maintain such insurance for and in the name of Contractor and deduct the cost thereof from the Price.

- (g) Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (h) If Contractor will use any subcontractor(s) to deliver Goods, Contractor shall require the subcontractor(s) to provide all corresponding insurance for their scope of work and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds and waive subrogation, as required.

### 5.2 Indemnification.

- 5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's or its subcontractor's, suppliers, agent's and invitee's acts or omissions in the performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct, of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.
- 5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or

trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's delivery of Goods pursuant to this Agreement.

- 5.3 **Indemnification and Defense Obligations For Design Professionals**. To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply:
- 5.3.1 Defense Obligations. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.
- 5.3.2 Indemnity Obligations. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.
- 5.3.3 Copyright Infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.
- 5.3.4 Severability Clause Specific to Indemnification and/or Defense Obligations in Sections 5.2 and 5.3. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from these Sections. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.
  - 5.3.5 Under no circumstances will City indemnify or hold harmless Contractor.

# **Article 6** Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES." NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON

CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT.

- 6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished without charge by City.
- 6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, except that Contractor's sole liability to the City for delay in the Delivery Date shall be liquidated damages, as set forth in Section 4.9.2 of this Agreement.

# **Article 7 Payment of Taxes**

- 7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Goods delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.
- 7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply.
- 7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
- 7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- 7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

- 7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.
- 7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

#### Article 8 Termination and Default

#### 8.1 **Termination for Convenience**

- 8.1.1 City shall have the option, in its sole discretion, to terminate all or part of this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").
- (i) If (1) prior to making any progress payments, Contractor and its subcontractors performing a portion of the Work are unable to reach a mutually agreeable contract after receiving NTP from the City, including without limitation one that incorporates that schedule City and Contractor each require or (2) within five (5) business days after the City approves the final design from Contractor's design subcontractor, Contractor's vessel fabrication subcontractor notifies Contractor that it will not have sufficient time to complete fabrication of the Vessel, leaving sufficient time for Contractor to subsequently install the crane and deliver the Vessel to the City by the Delivery Date, Contractor shall so notify City and if City chooses to not issue a change order extending the Delivery Date as necessary, City's sole remedy shall be to terminate this Agreement for convenience in accordance with this Section 8.1.
- 8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:
- (a) Completing performance of any Services and delivery of any Goods that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date and halting the delivery of all Goods on and after the Termination Date unless such Goods were ordered prior to the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
- 8.1.3 Upon termination by the City, within thirty (30) days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (a) The cost to Contractor, without profit, for all Services provided, and all Goods ordered from Contractor's subcontractors and suppliers prior to the Termination Date, as well as termination costs.
- (b) If payment for Services provided prior to the Termination Date is not identified in Appendix C and/or is indivisible from the completed Services identified, then the reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of ten percent (10%) of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (c) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsections (a) and (b), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed ten percent (10%) of such cost.
- (d) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.
- (e) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.
- 8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.
- 8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this

Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement

#### 8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a)Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Reserved (Working with Minors).
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

- (b) Contractor fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.
- (c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.
- (d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement; or any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
- 8.2.2 **Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In

addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law, not to exceed 18% per annum. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City and recoverable pursuant to the terms of this Agreement as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

- 8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law. Notwithstanding the foregoing, in the event that Contractor fails to deliver the Vessel on the Delivery Date, Contractor's sole liability for such delay shall be liquidated damages, as set forth in Section 4.9.2 of this Agreement.
  - 8.2.4 Any notice of default must be sent in accordance with Article 11.
- 8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

# 8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Delivery of Goods	9.2	Works for Hire
3.3.7	Grant Funded Contracts	11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages	11.11	Severability
Article 7	Payment of Taxes	Article 12	Department Specific Terms

Article 8	Termination and Default	Article 13	Data and Security
9.1	Ownership of Results		

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

# **Article 9 Rights In Deliverables**

- 9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Contractor may retain a copy for its records.
- 9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

#### Article 10 Additional Requirements Incorporated by Reference

- 10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at <a href="http://www.amlegal.com/codes/client/san-francisco\_ca/">http://www.amlegal.com/codes/client/san-francisco\_ca/</a>.
- 10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
- 10.3 **Prohibition on Use of Public Funds for Political Activity.** In delivering the Services and Goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

#### 10.5 Nondiscrimination Requirements

- 10.5.1 Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.
- 10.5.2 San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.
- 10.6 Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance.) There is no Local Business Enterprise requirement for this Work.
  - 10.7 Reserved (Minimum Compensation Ordinance).
  - 10.8 Reserved (Health Care Accountability Ordinance).
- 10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that applies to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed

from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

- 10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid, proposal or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
  - 10.12 Reserved (Slavery Era Disclosure).
  - 10.13 Reserved (Working with Minors).
  - 10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <a href="http://sfgov.org/olse/fco">http://sfgov.org/olse/fco</a>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

- 10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
  - 10.15 Reserved (Public Access to Nonprofit Records and Meetings).
- 10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.
  - 10.17 Reserved (Distribution of Beverages and Water).
- 10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
  - 10.19 Reserved (Preservative Treated Wood Products).
  - 10.20 Reserved (Sweat Free Procurement).
  - 10.21 Environment Code Chapter 5, Resource Conservation Ordinance.
    - 10.21.1 Reserved (Printing Services and/or Writing Paper Products).
    - 10.21.2 Reserved (Collection of Recyclable Materials).
  - 10.22 Reserved (Prop J Approval).
- 10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

#### **Article 11 General Provisions**

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Director of Purchasing
	City and County of San Francisco
	Office of Contract Administration
	Purchasing Division
	City Hall, Room 430
	1 Dr. Carlton B. Goodlett Place
	San Francisco, CA 94102-4685
	Email: OCA@sfgov.org
	Phone: (415) 554-6743
	Fax: (415) 554-6717

То	Name Bryan O'Sullivan
Contractor:	Title VP of Construction
	Company The Dutra Group
	Address 2350 Kerner Blvd. Suite 200, San Rafael, CA 94901
	Email bosullivan@dutragroup.com
	Phone 415-258-6876

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

# 11.2 Compliance with Laws Requiring Access for People with Disabilities.

- 11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.
- 11.2.2 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), Section 255 of the Communications Act Guidelines, the applicable Revised Section 508 Standards, and Web Content Accessibility Guidelines 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.
- 11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.
- 11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's delivery of Services and Goods, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.
- 11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 11.5.1 **Change Orders.** For changes requested related to any portions of the Work performed by Conrad, the Parties will follow the procedures set forth in this Section 11.5.1 and Appendix F (Change Orders). For such requests, in the event of conflict between the terms

in Section 11.5.1(a)-(d) and the terms in Appendix F, the former shall control. For all other changes, the Parties shall follow the provisions set forth in Appendix F only.

- (a) City reserves the right to request any changes to the Work upon giving due notice in writing to Contractor. Any adjustments to the Agreement price or the Delivery Date due to such requested changes (which increases shall include any increases to the Builder's Risk insurance premium due to an increase in the Work or an extension of the time required for the performance of the Work) shall be agreed upon in writing in the form of a Change Order mutually agreeable to both parties. Each approved Change Order shall be signed by both parties.
- (b) No change shall be made to the Work unless the parties have mutually agreed to such change and an appropriate Change Order has been agreed to and executed by the parties as provided herein.
- (c) If any such change results in an increase in the Agreement price, City shall pay the full amount of such increase to Contractor within fifteen (15) days from the date the Change Order work is completed and invoiced, provided City confirms the work has been performed (such confirmation not to be unreasonably delayed or denied). If any such change results in a decrease in the Agreement Price, Contractor shall issue a credit to City within thirty (30) days from the of a signed Change Order, which amount shall be applied to City's final payment due upon completion of the Work.
- (d) If any changes in the applicable classification societies' rules or in the applicable rules of any governmental agency that are applicable to the Work, including without limitation the Vessel, ("Law") are made subsequent to the date of this Agreement whereby the cost of the Vessel is increased and/or the time required for completion is extended, a written Change Order shall be prepared to evidence such change. Contractor shall have no obligation to comply with such change in Law unless and until City has issued a Change Order therefor.

#### 11.6 **Dispute Resolution Procedure.**

- 11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the delivery of Services and Goods under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.
- 11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

# $11.6.3\,$ Reserved (Health and Human Service Contract Dispute Resolution Procedure).

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

- 11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 11.9 **Entire Agreement.** This Contract Documents set forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."
- 11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. If any changes to the laws after the Effective Date of this Agreement increase or decrease the cost or time for performance of the Work, the parties shall execute a Change Order providing for such changes.
- 11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.
- 11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

# **Article 12** Department Specific Terms

# 12.1 Third Party Beneficiaries.

No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a party hereto.

12.2 Reserved (Exclusion Lists and Employee Verification).

# Article 13 Data and Security

- 13.1 Nondisclosure of Private, Proprietary or Confidential Information.
- 13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in delivering the Services and Goods. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.
- 13.1.2 City Data; Confidential Information. In the delivery of the Services and Goods, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.
  - 13.2 Reserved (Payment Card Industry ("PCI") Requirements).
  - 13.3 Reserved (Business Associate Agreement).
  - 13.4 Management of City Data and Confidential Information
- 13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other thirdparties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

- 13.4.2 **Disposition of City Data**. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium, though Contractor may retain one copy for its records. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.
- 13.4.3 **Protected Health Information.** Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.
- 13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

#### **Article 14** MacBride And Signature

#### 14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

# [SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
Recommended by:	The Dutra Group
Shawn Peeters Procurement Manager Office of Contract Administration	Harry K. Stewart President and CEO 2350 Kerner Blvd. Suite 200 San Rafael, CA 94901
Approved as to Form:	City Supplier Number: 0000009744
David Chiu City Attorney	
By: Richard Ellis Robinson Deputy City Attorney	
Approved:	
Sailaja Kurella Director of the Office of Contract Administration, and Purchaser	

# **Appendices:**

A:	Scope of Work	
B:	Calculation of Charges	
C:	Progress Payment, Delivery, and Compliance Requirements	
D:	Design Specifications and Construction Drawings	
E:	Schedule	
F:	Change Orders and Claims	

#### Appendix A

# Scope of Work and Specifications

#### **Summary Scope of Work – Crane Barge**

# **Project Summary**

This Agreement is for the purchase a crane barge to perform maintenance and repair works of marine structures along the City of San Francisco waterfront. Primarily the Port of San Francisco needs the ability to handle and drive piles at existing piers, but the design set forth in this Appendix A has the capability to support some new construction as well. The barge shall be for ocean passage, of rectangular shape with square stern and partially raked bow. The pedestal will support a fully rotating pedestal crane for construction works. The crane barge shall be delivered by December 1, 2026 and accepted per the Contract Documents by February 1, 2027.

The crane barge will operate inside San Francisco Bay year-round, primarily during daytime under relatively calm conditions. The crane will be a permanently mounted pedestal type crane, for reasons of reach and capacity, reliability, readily available service and parts, and availability of the crane itself.

#### **Description of Barge**

The barge hull shall be fabricated of steel plate, longitudinally stiffened, with the internal volume subdivided by both longitudinal and transverse watertight bulkheads. Several of the internal compartments will function as ballast tanks (treated fresh water) but the remainder shall be voids. The barge will support a pedestal mounted crane that can rotate 360 degrees and lift loads at any orientation. The primary working radius of the crane is 60 ft from the centerline of the crane at which radius it must be able to lift a 60,000 lb load.

Part of the crane pedestal will be provided with the crane and part will be built into the hull structure, with the joining butt weld made during installation of the crane.

Spud piles and mooring lines will be the primary means of positioning/mooring the barge at work locations alongside existing piers.

The barge will be outfitted with the following vendor-supplied equipment:

- 1. Diesel powered electrical generator
- 2. Shore power receiving station
- 3. Diesel powered hydraulic power unit
- 4. Hydraulic powered winches for lifting spud piles
- 5. Powered tugger winches
- 6. Electric-powered air compressor with air receiver

All equipment and associated piping, electrical, and foundation structure shall be procured, installed, and tested in accordance with the project specifications.

Various outfitting including deckhouses for enclosing and securing the equipment and tools on board shall be designed by the Contractor, constructed, and installed onboard. Other outfitting includes foundations for equipment to be installed, pipe supports for deck piping and protective structures, control/operator stations for the spud pile and tugger winches, boom rest for the crane boom and foundations for the mooring fittings, fendering and other appurtenances as defined in the project specifications and drawings.

# **Licenses and Permits**

All necessary permits and licenses required to perform the type of Work required by the Contract Documents are to be supplied by the Contractor and/or its subcontractors and suppliers at no additional cost to the City. The City shall obtain all permits and licenses necessary to receive delivery of and operate the Vessel.

#### **Security Interest**

Contractor grants to City a first priority purchase money security interest in all of Contractor's right, title and interest in and to the following, whether now owned or hereafter acquired, but solely to the extent of payments actually made by City to Contractor under this Agreement:

- 1) The Vessel construction project being undertaken pursuant to this Agreement, as amended from time to time, the Vessel, and all equipment, outfit and appurtenances, including all accessions and additions thereto, and all parts, equipment and materials specifically identified for permanent installation on the Vessel wherever located, whether on board the Vessel or not, all of which the parties acknowledge constitute "purchase-money collateral" as such term is defined in Section 9-103(a)(1) of the Uniform Commercial Code;
- 2) this Agreement, as amended from time to time, solely to the extent assignable and to the extent necessary to enforce City's rights and remedies with respect to the Vessel and the collateral described above; and
  - 3) all proceeds of the foregoing, including insurance proceeds.

The foregoing security interest secures the performance of all obligations of Contractor outstanding from time to time under this Agreement and all other agreements, instruments and documents relating thereto, now or hereafter in effect as amended from time to time, but only to the extent of City's funded interest in the collateral (collectively, the "Obligations"). The parties acknowledge that the Obligations constitute a "purchase money obligation" as such term is defined in Section 9-103(a)(2) of the Uniform Commercial Code. Contractor expressly authorizes City to file such U.C.C-1 financing statements as City may deem necessary to perfect and continue City's security interest in the aforementioned collateral. From time to time at City's request Contractor shall execute and deliver all further instruments and documents and take all further action as may be reasonably necessary to perfect and provide first priority for any security interest granted or purported to be granted in this Agreement or to enable City to exercise and enforce its rights and remedies with respect to the aforementioned collateral. Contractor shall not register the Vessel under the vessel registration or titling laws of the United States or any state, or document the Vessel with the USCG, except as may be required during the construction or the delivery of the Vessel. The security interest granted to City hereunder is inferior only to Contractor's lien rights in the Vessel in the event of default by City, which lien rights are acknowledged by City.

# **Design Specifications and Contract Drawings**

Refer to Appendix D to find the following Design Specifications and Contract Drawings.

Design Specifications and Contract Drawings may be modified by mutual agreement of the Parties to be documented via written Change Order to this Agreement:

Exhibit A-0	Specifications
Exhibit A-1:	General Arrangement
Exhibit A-2:	Structural Scantling Plan
Exhibit A-3:	Spud Pile
Exhibit A-4:	Outfitting
Exhibit A-5:	Mechanical Arrangement
Exhibit A-6:	Electrical One-Line Diagram

# **Regulatory Oversight**

The barge is designed in accordance with the American Bureau of Shipping Rules for Building and Classing Steel Barges, and as such shall be built for ocean transport. The barge shall be built in accordance with these rules including the purchase of materials, workmanship, and welding consumables and procedures but will not be classed by ABS. Because the barge will be owned and operated by a municipal entity, it will be uninspected by the USCG.

# Scope of Work

The Contractor shall deliver a crane barge by December 1, 2026 that meets the specifications of the Port and that the Port accepts as meeting Exhibit A-0 - Specifications on or before February 1, 2027, at which time all aspects of fabrication, inspection, supply of equipment and testing of all operations of the barge shall be complete.

The scope of work for the Contractor comprises the following:

- 1. Contractor shall prepare inspection and testing procedures and acceptance criteria to meet the requirements of the specifications, for approval of Owner's representative
- 2. Contractor shall provide the Owner's representative with access to all parts of their yard where fabrication activities occur and provide any documentation requested. Further, the Contractor shall provide the Owner's representative with temporary workspace during their inspection visits. The owner's representative will not need full time workspace.
- 3. Contractor shall be the initial purchaser of the crane to be installed on the barge, and shall ensure it is procured, fabricated, tested, delivered to Contractor, and installed in accordance with Port and crane manufacturer's specifications. Crane shall be new (i.e. not previously used elsewhere and refurbished for this project). Contractor shall confer

- with the ultimate Owner (Port) on technical questions, but commercial communications shall be between Crane Supplier and Purchaser (Contractor).
- 4. Contractor shall review the design of the barge provided with the specifications and shall update the design to provide the form and function required by the specifications.
- 5. Contractor shall provide updated sizing specification and provide design calculations for review and approval by the Port at 35% (Preliminary), 65%, and 100% (Final) completion. The Port shall promptly review and respond to Contractor with approval or requested changes, not to exceed fourteen (14) calendar days from Contractor's submission. The Port acknowledges that requested changes may delay Contractor's ability to perform the Work according to the Schedule and/or increase/decrease the cost of the Work.
- 6. Contractor shall provide final arrangement and scantling drawings based on these final calculations for review and approval by the Port at 35% (Preliminary), 65%, and 100% (Final)completion. The Port shall promptly review and respond to Contractor with approval or requested change, not to exceed fourteen (14) calendar days from Contractor's submission. The Port acknowledges that requested changes may delay Contractor's ability to perform the Work according to the Schedule and/or increase/decrease the cost of the Work.
- 7. Contractor shall provide shop (detailed construction) drawings for review and approval by the Port at 35% (Preliminary), 65%, and 100% (Final) completion, prior to commencing construction of components and blocks. The Port shall promptly review and respond to Contractor with approval or requested change, not to exceed fourteen (14) calendar days from Contractor's submission. The Port acknowledges that requested changes may delay Contractor's ability to perform the Work according to the Schedule and/or increase/decrease the cost of the Work.
- 8. Contractor shall construct the barge in accordance with the agreed upon Specifications (Exhibit A-O) and referenced marine industry standards as integrated in the as integrated in the City-approved final 100% design.
- 9. Contractor shall construct spud piles in accordance with the agreed upon Specifications (Exhibit A-O) and drawings as integrated in the as integrated in the City-approved final 100% design.
- 10. Contractor shall respond to and correct any design and fabrication concerns identified at inspections by the Owner's representatives. If the design and fabrication concerns identified are not the result of non-conformity with the Contract Documents, City shall issue a Change Order for any requested change.
- 11. Contractor shall procure all vendor-furnished equipment in accordance with project specifications and install and test in accordance with manufacturer's instructions to verify proper operation.
- 12. Contractor shall design, procure, install and test all electrical equipment to verify proper operation.
- 13. Contractor shall prepare hull documentation and provide to the Owner upon delivery of the barge. Documentation shall include vendor-furnished operating and maintenance manuals, drawings and calculations for each piece of equipment and each component installed on the barge. A construction portfolio shall be prepared and delivered that

documents all materials and consumable used in the construction of the hull including steel, welding consumables, coatings, anodes, connectors (bolts, etc), piping, etc. Progress photographs taken during the course of construction and at milestone construction events (such as key hold points) shall be provided to the Port.

14. Contractor shall deliver the crane barge to Pier 70 at the Port of San Francisco.

#### **Inspection of Work**

Contractor shall prepare and follow an inspection test plan with key hold points defined in agreement with the Owner. The Owner will make regular in-person inspections of the barge as construction progresses. It is envisioned that the hold points will include as a minimum:

- 1. Delivery of steel to visually inspect and to verify mill test reports and compliance with the specification.
- 2. Fabrication of first block, prior to blasting and prior to coating.
- 3. At agreed-upon intermediate points in the construction of the hull, on a weekly or biweekly basis. To be decided based on construction schedule, as proposed by Contractor and accepted by Port staff.
- 4. At Completion of hull structure and tank testing
- 5. Crane factory acceptance test and delivery
- 6. Crane installation and functional testing onboard barge
- 7. Substantial completion walk-through and testing of all equipment and components
- 8. Deadweight Survey and hull inclining experiment
- 9. Prior to Sail away from Contractor's facility
- 10. Upon arrival at San Francisco and delivery to Owner

#### **Key Milestones and Deliverables**

The following outlines possible milestones to be agreed upon for progress payment purposes:

- 1. Kickoff meeting/initial partnering session at Contractor's facility
- 2. Design Calculations Review by Port at 35% (Preliminary), 65%, and 100% (Final) completion for weight and stability and functional lifting capacity
- 3. Design drawings structure and arrangement Port review and comments at 35% (Preliminary), 65%, 100% (Final) completion.
- 4. Shop Drawings Port review and comments at 35% (Preliminary), 65%, 100% (Final) completion.
- 5. Material order to steel and other primary suppliers and vendors
- 6. Crane order issued to vendor
- 7. Inspections during fabrication Owner's representative will inspect the construction on a regular basis as presented in the Inspection Test Plan, as presented by Contractor and agreed upon by Port staff.

#### 8. Trials at Contractor's facility

- a. Final inspection of all fabrication when completed and accepted by Owner's representative
- b. Final inspection of all equipment and components as installed on board accepted by Owner's representative
- c. Operational testing of all equipment as installed on board
- d. Stability test (Inclining experiment) with steps a) and b) above completed
- e. Lifting capacity test for crane with barge free floating (moored to the pier)

#### 9. Transportation.

- a. Prior to Sail away from Contractor
- b. Upon arrival at San Francisco, removal of all sea fastenings and repair of any damages, satisfactory function testing of all equipment including crane to be demonstrated
- c. Final delivery to Owner at the Port at completion of all outstanding items including transfer of custody.

#### Appendix B

### **Calculation of Charges**

#### **Price Proposal**

All non-steel line item prices included in this Appendix B-Calculation of charges shall be fixed until 90 days from the date Contractor's final price proposal is received. If the Effective Date occurs after 90 days from date final price proposal received, Contractor shall promptly submit an updated price proposal. The City, in its sole and absolute discretion, may adjust the amount of this Agreement to reflect the updated price proposal. If the City does not accept Contractor's updated price proposal, this Agreement shall be terminated for convenience as provided in Article 8.1.

#### **Adjustment of Contract Price for Steel**

Steel prices included in this Appendix B-Calculation of Charges is inclusive of a 25% contingency to account for potential increases in steel costs. The amount of this Agreement may be adjusted to reflect the changing cost of steel, including without limitation under that contingency and/or the Tariffs clause below as follows:

**Updated Steel Pricing.** The Contract Price represents an average steel cost per pound identified in "1a – Phase II Price Proposal – The Dutra Group 5.23.25," line 10. The Contract Price may be increased or decreased based on the actual cost paid by Contractor's for such steel at time of delivery of such steel, at which time Contractor shall prepare, and Contractor and City shall execute, a Change Order reflecting such increase or decrease in the Contract Price. Should Contractor's updated price exceed the City's approved budget for this Agreement, the City may, in its sole and absolute discretion, within three business days of receiving the updated quote terminate this Agreement for convenience as provided in Article 8.1.

Substantiation of Steel Costs. Prior to any payment by City for steel, Contractor shall submit Conrad's payment receipt and details of material quantities to demonstrate actual cost to Conrad. The City shall only be responsible for the actual price paid by Conrad for steel. Should Conrad's actual price paid for steel be less than the amount included in Appendix B, City shall receive a credit for the amount in excess. Failure to submit sufficient documentation to satisfactorily demonstrate to City the actual cost to Conrad]shall deem Contractor ineligible to receive any requested Steel price adjustment and shall automatically reduce the steel cost to the City by 25% from the amount included in this Appendix B. The documentation that Contractor submits shall not be unreasonably deemed insufficient.

#### Tariffs.

- 1) Contractor may request a price increase in writing due to tariffs within 30 days of any tariff implementation after award and the purchase order has been issued. Tariffs are to be applied only on the "cost of the goods" as they enter the US. No markup to the sale price of the goods or freight will be allowed. Only the actual cost of the tariffs may be passed on to the city.
  - a) The request must include a detailed cost breakdown with supporting documentation, including, but not limited to, the following listed below and any other documentation requested by City:

[Date]

- i) Applicable tariff rate(s) and date(s) that tariff came into effect.
- ii) Invoices
- iii) The component(s) of the line item(s) that is affected by the tariffs.
- iv) The percentage of the line item(s) that includes the component(s) affected by the tariffs.
- v) Country of origin/outside source for the component(s) affected by the tariffs.
- 2) If Contractor does not make a timely request and/or does not provide adequate supporting documentation, no increase to the purchase order amount due to increased tariff costs will be made. If Contractor submits a timely and complete request, City shall agree to increase the purchase order amount based on tariff costs through a change order. A price increase request due to tariffs will not be granted if Contractor failed to request the price increase(s) by notifying the City within 30 days of any tariff.
- 3) If tariff costs are decreased or removed after the purchase order is issued, Contractor shall notify the City and pass those cost savings on as a credit to City.

### **Calculation of Charges**

Line	Description	Manufacturer / Subcontractor	Proposed Model/SKU	Quantity	Unit of Measure		Unit Cost	Dutra Mark Up	Extended Price
	Barge					\$	3,350,000.00		\$ 3,685,000.00
_	Hull Steel - Plate and Shapes incl crane pedestal base; (510 ST at a blended rate of						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,,
1	\$0.78/lb)	Conrad Shipyard	N/A	1	LS	\$	2,300,000.00	\$ 230,000.00	\$ 2,530,000.00
1a	Hull Steel 25% increase Allowance	Conrad Shipyard	N/A	1	LS	\$	200,000.00	\$ 20,000.00	\$ 220,000.00
2	Labor for barge assembly and welding, incl welding materials	Conrad Shipyard	N/A		ton	1		\$ -	
3	Outfitting - materials and labor	Conrad Shipyard	N/A	1	LS	\$	390,000.00	\$ 39,000.00	\$ 429,000.00
4	ISO 20 ft Containers - quantity three (3)	Conrad Shipyard	N/A	1	LS	\$	50,000.00	\$ 5,000.00	\$ 55,000.00
5	Coating - materials and labor	Conrad Shipyard	N/A	1	LS	\$	410,000.00	\$ 41,000.00	\$ 451,000.00
	Spud Piles					\$	230,000.00		\$ 253,000.00
6	Steel - rolled plate, flat plate, and shapes	Conrad Shipyard	N/A	1	LS	\$	180,000.00	\$ 18,000.00	
7	Labor for pile assembly and welding, incl welding materials	Conrad Shipyard	N/A		ton	<u> </u>		\$ -	·
8	Spud Pile handling rigging (shackles and slings)	Conrad Shipyard	N/A	1	LOT			\$ -	\$ -
9	Winches	Conrad Shipyard	N/A		EA			\$ -	\$ -
10	Winch wire rope and terminations	Conrad Shipyard	N/A		LOT			\$ -	\$ -
11	Deck-mounted turndown sheaves	Conrad Shipyard	N/A		EA			\$ -	\$ -
12	Pile Sheaves	Conrad Shipyard	N/A	1	LS	\$	50,000.00	\$ 5,000.00	\$ 55,000.00
13	Installation of above and testing on barge	Conrad Shipyard	N/A		EA	<u> </u>	,	\$ -	
		.,							
	Crane					\$	2,091,971.00		\$ 2,301,168.10
14	Complete crane except for Pedestal/Kingpost (including spare parts)	Techcrane International, LLC	L120-136	1	EA	\$	1,313,740.00	\$ 131,374.00	\$ 1,445,114.00
		Techcrane International, LLC + Conrad +				<u> </u>			, ,
15	Pedestal or Kingpost complete with bevel for welding to barge structure	Dutra	L120-136	1	EA	Ś	240,000.00	\$ 24,000.00	\$ 264,000.00
16	Transporation Crane from factory to barge fabricator	Techcrane International, LLC	L120-136	1	EA	\$	50,000.00	·	· · · · · · · · · · · · · · · · · · ·
17	Installation and testing of crane onboard barge	Dutra / Techcrane International, LLC	L120-136	1	EA	\$	324,383.00		·
18	Commissioning Services (Harbor Acceptance Test)	Dutra / Techcrane International, LLC	L120-136	1	EA	\$	43,398.00		· · · · · · · · · · · · · · · · · · ·
19	Training Services for crane operators	Techcrane International, LLC	L120-136	1	EA	\$	20,450.00		·
20	Extended Warranty – 2 years (OPTION (base warranty included in item 14)	Techcrane International, LLC	L120-136	1	LOT	\$	100,000.00		· · · · · · · · · · · · · · · · · · ·
	Extended trainally 2 years (or their (base trainally meladed intern 2 )	realierane international, 220		_			100,000.00	20,000.00	<del>y</del> 110,000.00
	Mooring system					Ś	640,000.00		\$ 704,000.00
21	Winches	Conrad Shipyard	N/A	1	LOT	\$	340.000.00		
22	Tuggers	Conrad Shipyard	N/A	1	LOT	\$	130,000.00	. ,	·
23	Deck fittings (Kevels, bitts, chocks, etc)	Conrad Shipyard	N/A	1	LOT	\$	130,000.00		
24	Wire rope and fittings	Conrad Shipyard	N/A	_	LOT	-		\$ -	·
25	Fairleads	Conrad Shipyard	N/A	1	LOT			<u>\$</u> -	<u>'</u>
26	Anchors	Conrad Shipyard	N/A	1	LOT	\$	40,000.00		<u>'</u>
27	Buoys and pendants	Conrad Shipyard	N/A	_	LOT		· · · · · · · · · · · · · · · · · · ·	\$ -	· · · · · · · · · · · · · · · · · · ·
28	Installation of above and testing on barge with hydraulic and electric systems	Conrad Shipyard	N/A		LOT				\$ -
	Hydraulic System					\$	820,000.00		\$ 902,000.00
29	Diesel powered HPU	Conrad Shipyard	N/A	1	EA	\$	60,000.00		·
30	Installation of HPU	Conrad Shipyard	N/A	1	EA	\$	760,000.00	\$ 76,000.00	\$ 836,000.00
31	Supply of hydraulic piping and fittings	Conrad Shipyard	N/A		Lot			\$ -	<u>'</u>
		Campad Chinanad	N1 /A	1	1 -4			\$ -	\$ -
32 33	Fabrication of hydraulic piping , fittings, hoses, and labor	Conrad Shipyard	N/A N/A		Lot EA				\$ -

The Dutra Group Appendix B (Calculation of Charges)

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	<u>Electrical</u>					\$	812,000.00		\$	893,200.00
34	Diesel powered Generator	Conrad Shipyard	N/A	1	EA	\$	110,000.00			121,000.00
35	Electrical switchboard	Conrad Shipyard	N/A	1	EA	\$	202,000.00	-		222,200.00
36	Cable and components	Conrad Shipyard	N/A	1	Lot	\$	480,000.00			528,000.00
37	Lighting	Conrad Shipyard	N/A	1	Lot	\$	20,000.00			22,000.00
38	Installation and testing of electrical system and interconnection with equipment	Conrad Shipyard	N/A		EA			\$ -	\$	-
	Electric Air compressor and receiver					Ś	90,000.00		Ś	99,000.00
39	Air Compressor and Air Receiver	Conrad Shipyard	N/A	1	EA	\$	30,000.00		•	33,000.00
40	installation and testing of compressed air system	Conrad Shipyard	N/A	1	EA	\$	60,000.00			66,000.00
			.,,	_		T		7,000.00	T	
	Fuel tank - Not included									
	Purchase price	Conrad Shipyard	N/A	1	EA	\$	-	-		-
	installation and testing of Fuel Tank and system	Conrad Shipyard	N/A	1	EA	\$	-	\$ -	\$	-
	Shipyard Services & Testing (launching, testing, scaffolding, BR insurance, engineering,									
41	crane support, QA, OH)	Conrad Shipyard	N/A	1	EA	\$	460,000.00	\$ 46,000.00	Ś	506,000.00
42	Inclining test and final stability documentation	Dutra	N/A	1	EA	\$	117,195.00			128,914.50
43	Final documentation for complete unit	Dutra + Glosten	N/A	1	Lot	\$	50,000.00			55,000.00
							·			
44	Transport of complete unit to San Francisco Bay, and delivery to Port in water, fully assembled and ready to operate (including any regulatory documentation and approvals)	Dutra	N/A	1	EA	\$	1,525,000.00	\$ 152,500.00	\$	1,677,500.00
45	Final Acceptance Tests and handover	Dutra	N/A	1	EA	\$	131,992.00	\$ 13,199.20	\$	145,191.20
46	Contractor Warranty - 12 months from Owner's acceptance	Dutra + Conrad	N/A	1	EA	\$	351,086.00	\$ 35,108.60	\$	386,194.60
47	Engineering Design	Glosten	N/A	1	EA	\$	247,000.00	\$ 24,700.00	\$	271,700.00
48	Engineering Production	Glosten	N/A	1	EA	\$	302,000.00	\$ 30,200.00	\$	332,200.00
49	Dutra Project Management, Travel, & QC, Overhead including G&A	Dutra	N/A	1	LS	\$	1,930,112.00	\$ 193,011.20	\$	2,123,123.20
50	Barge Startup Incidentals Allowance (fuel, oil, grease, spare wire and hoses)	Dutra	N/A	1	LS	\$	200,000.00	\$ -	¢	200,000.00
	Danger ottal tap in order transfer (rate), only greater, sparter time and nooce)		11,77	_		Ψ	200,000.00	7	Υ	200,000.00
51	Insurance (Builders Risk, Hull & Machinary Insurance)	Dutra	N/A	1	LS	\$	135,000.00	\$ -	\$	135,000.00
52	Performance and Payment Bonds	Dutra	N/A	1	LS	\$	119,250.00	\$ -	\$	119,250.00
						\$	13,602,606.00			
						· ·	EXTENDED PRICE		\$	14,917,441.60
53	Contingency Allowance for Changes, Material Price Escallations, Non Recoverable Warranty Items, etc.	Dutra	N/A	1	LS	\$	500,000.00	\$ -	\$	500,000.00
						TOTAL \	WITH CONTINGENO	CY	\$	15,417,441.60
54	Estimated Sales Tax @ 8.625%								\$	1,329,754.34
roup						TOTAL \	WITH CONTINGEN	CY & EST. SALES TAX	\$	16,747,195.94

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Appendix B (Calculation of Charges)

#### Appendix C

#### **Progress Payment, Delivery, and Compliance Requirements**

#### 1. Price

Only prices that appear on Appendix B, or that are approved by City via written modification pursuant to Section 11.5 of the Agreement, will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Prices shall be inclusive of any Federal, State, local sales or use tax. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

#### 2. Progress Payments at Milestones

Progress Payments will be made in accordance with the following required Milestones.

For progress payment milestones associated with preparation of drawings or calculations milestones shall be considered met for the purposes of payment timeline when the city confirms that calculations or drawings are accepted via issuance of a letter of confirmation or when the contract review period expires.

For progress payment milestones associated with order of materials or equipment milestones shall be considered met for the purposes of payment timeline via the issuance of a letter of confirmation following receipt of fully signed and executed contracts or purchase orders. Contractor shall provide such assurances including technical documentation as required by city to confirm that all material associated with the milestone has been ordered. City shall have three (3) days to review materials before issuing request for clarification or letter of confirmation. If city does not provide comment or confirmation milestone shall be considered met.

For progress payment milestones associated with construction milestones, completion of tests, or inspections milestones shall be considered met for the purposes of payment timeline via the issuance of a letter of confirmation. Contractor shall provide city with at least fourteen (14) calendar days notice of the anticipated test or completion date to allow city representatives to attend at city's discretion. Following completion of test / inspection contractor shall provide city with any test reports and technical documentation indicating satisfactory completion. City shall have seven (7) calendar days following inspection or receipt of technical documentation to review reports and issue letter of confirmation.

Milestone Number	Milestone	Progress Payment % (of Total Cost)
3.1	Kickoff meeting/initial partnering session at Contractor's facility. Contractor is to present construction schedule and Inspection Test Plan. Confirmation of steel pricing (See Appendix B), and delivery of insurance documentation.	n/a

3.2	Design Calculations – Review by Port at 65%, and 100% completion for weight and stability and functional lifting capacity.	5% of total @ 100% calculations approval
3.3	Design drawings – structure and arrangement – Port review and comments at 35%, 65%, 100% completion.	<b>5% of total</b> @ 100% design drawings approval
3.4	Shop Drawings – Port review and comments at 35%, 65%, 100% completion.	10% of total @ 100% shop drawings approval
3.5	Material order to steel and other primary suppliers and vendors	10% of total @ confirmation of material order
3.6	Crane order issued to vendor	10% of total @ confirmation of crane order
3.7	Inspections during fabrication – Owner's representative will inspect the construction on a regular basis at least at the following points:	
	a. Delivery of steel	n/a
	b. First Laying of Barge Keel	15% of total @ confirmation
	<ul><li>c. At 50% construction of the hull</li><li>d. At Barge Launch</li></ul>	10% of total @ confirmation
	d. At Barge Launen	10% of total @ confirmation
	e. Completion of hull structure and tank testing	5% of total @ acceptance
	f. Crane factory acceptance test and delivery	5% of total @ delivery
	g. Crane installation and functional testing onboard barge	5% of total @ acceptance
	h. Substantial completion walk-through and testing of all equipment and components	5% of total @ acceptance
	i. Deadweight Survey and hull inclining experiment	n/a
3.8	Trials at Contractor's facility	
	Final inspection of all fabrication when completed and accepted by Owner's representative	n/a
	b. Final inspection of all equipment and components as installed on board accepted by Owner's representative	n/a

	c. Operational testing of all equipment as installed on board	n/a
	d. Stability test (Inclining experiment) with steps a) and b) above completed	n/a
	e. Lifting capacity test for crane with barge free floating (moored to the pier)	n/a
3.9	Transportation.	
	a. Prior to Sail away from Contractor's fabrication site.	n/a
	b. Upon arrival at San Francisco, removal of all sea fastenings and repair of any damages, satisfactory function testing of all equipment including crane to be demonstrated	n/a
	c. Final delivery to Owner at the Port at completion of all outstanding items, including product warranties.	n/a
	d. COMPLETION OF MILESTONE 3.9, INCLUDING FINAL TRIALS UPON DELIVERY	5% of total @acceptance

### 3. Delivery

Contractor must comply with the delivery requirements set forth in Appendix D, Exhibit A-0: Specifications.

# Appendix D Design Specifications and Construction Drawings

Exhibit A-0:	Specifications
Exhibit A-1:	General Arrangement
Exhibit A-2:	Structural Scantling Plan
Exhibit A-3:	Spud Pile
Exhibit A-4:	Outfitting
Exhibit A-5:	Mechanical Arrangement
Exhibit A-6:	Electrical One-Line Diagram



## EXHIBIT A0 Specifications

### 1 - GENERAL EQUIPMENT SPECIFICATIONS:

#### **SPECIFICATION OUTLINE:**

The following specifications for a Crane Barge, complete with pedestal crane, are divided into three complete sections. The first section outlines the overall specification requirement. The second details the Barge portion of the complete unit. The third section details the Pedestal Crane. The Crane Barge shall be delivered complete with all equipment and accessories necessary for safe and efficient operation, ready for immediate job site operation within the City and County of San Francisco. The Crane Barge shall comply with the project specifications, manufacturer's specifications, industry standards, and project drawings.

In general, the specifications provided in the following Sections 2 and 3 shall be adhered to. As written, these describe the barge designed by the Port that forms the basis for this request. The specifications describe the barge in terms of performance requirements as well as describing the physical layout, construction details, and numerous other aspects of the barge design including specific equipment required. Those requirements in the specifications that follow that are defined by "shall" or "will" shall be strictly adhered to and variation from these will not be accepted.

#### **DEFINITION OF TERMS**

Port of San Francisco hereinafter shall be referred to as "Port"

City and County of San Francisco hereinafter shall be referred to as the "City" or "CCSF".

Contract Administrator's Office of the City and County of San Francisco hereinafter shall be referred to as "Purchasing".

The following terms are used throughout this document and are defined here to differentiate responsibility through the building of the Crane Barge.

Proposer/Prime Contractor: Organization awarded contract by the Port for the fabrication, assembly, integration, testing and delivery of the Crane Barge. Has ultimate responsibility for delivering the fully assembled and tested barge and equipment. Entity leading the team and will be contractually responsible for delivering the completed assembled crane barge. Presumably the Proposer will also act as the Prime Contractor for this project.

Fabricator. May be the Contractor or may be a subcontractor to the Contractor hired to fabricate the barge hull of steel and possibly integrate the Vendor-supplied equipment onto the barge. Depending on the relationship with the Contractor, Fabricator may have responsibility only for constructing the barge or may have much broader responsibility including procuring, integrating and testing all equipment to be installed.



## **EXHIBIT A0**Specifications

*Manufacturer*: Maker of equipment that will be installed on the barge. Equipment may be off-the-shelf or custom designed and built. Responsible for design and construction of equipment including testing prior to delivery to Vendor or Fabricator.

*Vendor*: Provider of equipment manufactured by others. Vendor could be a manufacturer also, but not necessarily. Responsible for provision of equipment including testing prior to installation on board.

Facility: Primary site where construction of the barge and installation and integration of the major equipment will occur. The crane manufacturer's plant could be a secondary facility.

Plant or Factory: Site where Vendor-supplied equipment is manufactured.

#### **GENERAL REQUIREMENTS**

The latest approved fabrication standards and practices shall be employed in the design and construction of the Crane Barge. The workmanship shall be of the highest quality in its respective field.

The contractor shall ensure adequate accessibility of the various systems that require periodic maintenance, ease of operation and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to a Crane Barge as set forth under "Acceptance and Performance Test Requirements."

All components and parts shall be new and previously unused and of manufacturer's latest model. The use of new military surplus, used, obsolete, discontinued, or items made in prison or by convict labor, shall not be acceptable.

#### **MANUFACTURING, MATERIAL AND DESIGN PRACTICES:**

It is intended that the contractor, fabricator, manufacturer, and/or vendor in the selection of components, will use material and design practices that are the best available in the industry for the type of operating conditions to which the unit(s) will be subjected. Generator, Air Compressor, Mooring components including winches and fairleads, Hydraulic Power Unit, rigging and other component parts shall be selected to address the performance requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

#### **ALTERNATES:**

When the name of a manufacturer, brand, or make, with or without model number, is used in describing any item in this specification, responses for similar articles will be considered unless otherwise stated. Respondents may also propose items of equivalent features or manufacturer's updated part or part number. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless respondent states to the contrary, articles offered will be



### EXHIBIT A0 Specifications

assumed to be the specific article named in this specification. If not offering the specific article named, respondent should enclose full information, specifications and descriptive data on items offered with its response. Purchasing reserves, the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Respondent is responsible for identifying any deviations from Purchasing's specifications. Respondents should not assume an alternate offered is an approved equal. The Port will evaluate the alternate and inform the respondent if the alternate is acceptable. Purchasing must approve all alternates.

**CONDITIONAL MODIFICATIONS:** 

Potential variances of a specific manufacturer may require variances in the design to some degree. Therefore, respondents shall clearly and completely outline all areas needing such modifications.

#### **GENERALITIES:**

To allow for contractor's specific designs we have left certain areas of our specifications general by design. In such cases, the items being referred to may be general but adherence to the requested end product and/or result must be met. This is especially important in areas where critical dimensions, lifting capacities, grades of steel, etc. are specified. In the cases where the word "shall" is used, no substitution will be allowed.

#### **MANUFACTURER'S SPECIFICATION:**

Complete contractor's specification, published literature and photos, or illustrations of unit proposed shall be furnished with response. For all vendor-furnished components, only new models in current production which are catalogued by the manufacturer, and for which printed literature and specifications are available will be accepted. An SDS (Safety Data Sheet) shall be supplied for all fluids used.

#### **MANUFACTURER'S STANDARD EQUIPMENT:**

For vendor-furnished equipment, all equipment and components listed as standard by the manufacturer for model specified shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, etc. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied. Should the requirements as specified not comply, the Contractor is required to re-figure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of vendor supplied equipment and the Port is to be notified thereof.

#### **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

Specifications on the following pages are written with the intent to comply with all applicable documents and certifications, but the final responsibility to comply shall rest with the Contractor and not the City and County of San Francisco. The successful respondent shall adhere to the standards set forth by the following agencies:

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- State of California General Industrial Safety Orders
- State of California Health and Safety Code, Motor Vehicle Pollution Control
- California Occupational Safety and Health Act (OSHA) and the EPA
- United States Coast Guard
- American Bureau of Shipping
- American Petroleum Institute
- American Society of Mechanical Engineers (ASME)
- American National Standards Institute (ANSI)
- An SDS (Safety Data Sheet) for all fluids used shall be included with the delivery of the equipment.
- Underwriters Laboratories (UL)

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#### **OPERATIONAL NOISE STANDARD:**

Noise level shall be in conformance with standards established by Local, State and Federal Agencies. For compliance with noise requirements Port personnel may test each unit delivered before the unit is accepted.

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#### **HOSE AND WIRING ROUTING, HARDWARE REQUIREMENTS:**

All hoses and wiring shall have adequate protective covers wherever there is a possibility of contact with any other components. Separators shall be used where applicable. No tape or adhesive fasteners shall be accepted. All hoses, wirings, and pipes shall be routed to be clear of all heat sources and shall be protected from any present or potential source of snags, abrasions or sharp edges. If any wiring for any lamps is routed through any tool compartment or canopy, these wires shall be enclosed in steel. All high voltage electrical shall be routed through armored weatherproof conduit. All fasteners (nut, bolts, rivets, etc.) shall be grade 5 or better with a rust inhibiting coating. Several applications including any hydraulic installations may require grade 8. All hydraulic hoses, fittings and piping shall be manufactured specifically for high-pressure hydraulic systems. All hoses, electrical wiring and other components shall be specifically designed for that designated application.

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#### **SWITCHES, LABELS:**

All external toggle and push button switches shall be marine type with additional rubber boots. All controls, warning gauges and valves shall be marked as to function with stamped or

engraved stainless steel, aluminum, and/or UV and weather-resistant acrylic plastic labels.

These labels shall be attached by aluminum and/or stainless-steel rivets compatible with the material to which they are attached.

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#### **WELDING:**

All welding shall be continuous where applicable. All welding shall be performed in accordance with the applicable requirements of the latest codes, rules or specifications of the American Welding Society (AWS) and requirements of these specifications and special provisions and



## **EXHIBIT A0**Specifications

shall be subject to the test and examinations therein specified.

#### **FASTENERS:**

All fasteners shall be grade 5 or better and in some cases grade 8 must be used. Fasteners shall be corrosion resistant and shall utilize a locking nut washer or thread locker wherever possible. Fasteners that are susceptible to corrosion shall be coated with an anti-corrosion compound.

#### **ISO COMPLIANCE**

The Contractor should operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the Contractor for design, manufacture, installation, and service. A copy of the certificate of compliance must be included with the response. In lieu of ISO compliance, the PORT may consider documentation of codes of practices, quality control and assurance programs or procedures utilized by the Contractor.

#### **DELIVERY REQUIREMENTS:**

A delivery schedule is required as part of the contract response. This unit should be delivered and be ready for service within the proposed time range.

The Crane Barge will be inspected as outlined below:

#### **INSPECTION POINTS**

For inspection during the fabrication of the barge, the port plans the following activities: Inspection of Work

Contractor shall prepare and follow an inspection test plan with key hold points defined in agreement with the Owner. The Owner will make regular in-person inspections of the barge as construction progresses.

Contractor to provide Owner's inspector(s) yard access and a reasonable office working space to utilize during yard visits with desk, lighting, electricity, internet access and other facilities as needed. Inspector to have unrestricted access to fabrication sites where work on this project is ongoing during normal business hours for the yard.

Inspection plan shall include a kickoff meeting with the Contractor and fabricator(s) (if separate entities) and the following minimum hold points for inspection. Additional inspections will be required if Owner is unable to complete inspection and/or reinspection is required. All inspection points will be attended at owners discretion, owner may elect to defer inspections to contractor's representative with test reports to be provided. An approximate inspection plan is provided below, with inspection criteria and expected number of visits for each criteria listed.

#### 1. Kickoff meeting (1)



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- 2. Delivery of steel to visually inspect and to verify mill test reports and compliance with the specification at Fabricator (1) and at crane fabricator site (if different) (1)
  - 3. Fabrication of first block (1)
  - 4. At agreed-upon intermediate points in the construction of the hull, on a weekly or bi-weekly basis (6)
  - 5. At Completion of hull structure and tank testing (1)
  - 6. Prior to painting (1)
  - 7. During paint application (dedicated paint inspector) (3)
- 8. Crane factory acceptance test and delivery (1)
  - 9. Crane installation and functional testing onboard barge (1)
  - 10. Substantial completion walk-through and testing of all equipment and components (1)
  - 11. Deadweight Survey and hull inclining experiment (1)
    - 12. Prior to Sail away from Contractor's facility (1)
    - 13. Upon arrival at San Francisco and delivery to Owner (1)
  - 21 inspection instances above.

#### PRE-CONSTRUCTION REQUIREMENT:

The successful respondent shall be required to attend a pre-construction meeting with the initiators of these specifications and/or designated Port representative(s) within 30 calendar days prior to the start of any construction. Port representatives working with the Contractor representatives will finalize all details and requirements needed to begin construction. Weekly update photographs (digital format) may be required of the Contractor if requested. The purpose is to ensure the proper interpretation of the City's written specifications. If necessary, the Contractor may also be required to coordinate any additional meetings prior to the fabrication or installation of equipment, painting, testing etc.

#### **MANUFACTURER RECALLS:**

All known open recalls issued by vendors or manufacturers or other agencies with regard to equipment being supplied must be resolved prior to delivery.

#### FINAL DELIVERY

The contractor shall, at their expense, deliver (FOB destination) the completed Crane Barge to the following location:

Port of San Francisco Pier 70 San Francisco, CA 94107 (415) 609-8549 – Port Project Manager

Prior to delivery, contractor shall coordinate delivery date and time with the Port.

Exhibit A0

Specifications



## **EXHIBIT A0**Specifications

Prior to acceptance, the Crane Barge shall be thoroughly checked, and include all equipment and accessories as specified in the fabrication specifications and referenced drawings, ready for use when delivered. A factory-trained and authorized instructor shall then remain with the Crane Barge for 5 working days to instruct Port personnel in the proper operation, care, and maintenance of the equipment delivered. Delivery does not mean acceptance of the Crane Barge.

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The following documents, items, and information, as applicable must be delivered with each Crane Barge, in original form:

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- 1) Completed "Contractor's Report of Sale,"
- 2) Inclining report stating the final finished weight and center of gravity of unit as determined by the inclining test. Inclining test shall be supervised by a registered professional naval architect.
- 3) Statement of Contractor's and Manufacturer's warranty and warranty certificates for all equipment and subsystem components.
- 4) Individual stock number (identification number or manufacturer's number).
- 5) Any documents requiring the buyer's name and address, unless otherwise stated, must be the Port of San Francisco at the address listed above.

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### **ACCEPTANCE AND PERFORMANCE TEST REQUIREMENTS**

Contractor shall prepare a detailed performance test procedure to demonstrate proper operation of all equipment installed on the barge. The test procedure shall also demonstrate the lifting capacity of the crane and barge and also that the floating attitude is within the allowed trim and heel angles detailed in the specifications. The tests shall be witnessed by the Port or designated inspection staff at Port's discretion.

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#### TEST:

The test shall be conducted with the Crane Barge fully loaded and shall consist of a load test and a full function test of all installed equipment. During this test, Crane Barge and all components shall show no signs of permanent deformation or other damage. The Crane Barge shall adhere to the following parameters:

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 The Crane Barge, when fully loaded, shall be capable of lifting 60 kips at 60 ft radius at any rotational orientation of the boom without heel or trim angles exceeding manufacturer's limitations for machine angle

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2) All other installed equipment and systems shall be function tested to demonstrate proper and safe operation, in accordance with the project specifications

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3) The Crane Barge shall satisfy all other requirements as agreed upon during the response phase.



## **EXHIBIT A0**Specifications

In event the Crane Barge fails to meet on-site delivery testing requirements, a second set of trials may be arranged within 30 days following first test failure. Such subsequent trials shall be final and conclusive and failure to meet these requirements shall be cause for rejection.

Also, failure to make changes deemed necessary by the Port to make Crane Barge conform to any clause of the specifications within 30 days after notice to the fabricator shall also be deemed cause for rejection of the Crane Barge. Permission to keep or store the Crane Barge by the Port during the testing and re-testing period, if agreeable with fabricator shall not constitute acceptance of the Crane Barge.

The Port will accept the crane Barge when all tests have been passed, training completed, manuals, accessories and all equipment is delivered.

#### SERVICE REQUIREMENTS

In the event City timely notifies Contractor of any defect covered under the warranties provided below, within ten days of City making the defective component or entire Vessel, if necessary, available to Contractor, Contractor will commence repairs and/or replacement, at its option. If Contractor's vessel fabrication subcontractor is performing the repair/replacement under the warranty, the Vessel or any component thereof shall be transported to and from its shipyard without expense to Contractor / its vessel fabrication subcontractor; provided that if it is not practicable to have the Vessel proceed to the shipyard, City may, with the prior written consent of Contractor, have such repairs and/or replacement made elsewhere at a competent shipyard to be mutually agreed upon by Contractor and City and in such event, Contractor shall promptly reimburse City for reasonable costs directly incurred by City in repairing the claimed defect.

Contractor shall have no responsibility whatsoever with respect to any defects or faulty workmanship not reported in writing to Contractor within the warranty periods identified below regardless of any negligence of Contractor or its employees or subcontractors or their employees or of any supplier of materials in connection therewith. Upon expiration of the warranty periods, City waives and releases Contractor, its employees, subcontractors and their employees and all suppliers of materials from any and all claims, liabilities, damages and losses (including without limitation loss to or of the Vessel), whether same be based on contract and/or tort, resulting from defective design, engineering, manufacture or installation of property or materials or from unseaworthiness, it being specifically understood that any such defects reported after expiration of the warranty periods and all damages related thereto shall be the exclusive responsibility of City.

The sole and exclusive remedy of City for any warranty claim shall be the obligation of Contractor to repair and/or replace, or cause to be repaired and/or replaced, any defective workmanship or installation of materials and/or equipment, provided such defects or breakdowns have not been caused by City's negligent operation or maintenance of the Vessel or its equipment after delivery. In no event shall Contractor be responsible for any sum in excess of the cost of the repairs



## **EXHIBIT A0**Specifications

and/or replacement as specified herein, it being specifically understood that Contractor is not responsible for delay, demurrage, loss of profits, loss of use or any other direct or consequential damages.

#### INTENDED USE:

The unit proposed by respondents shall be configured to meet or exceed the following intended usage of said unit. The unit described in specifications is intended to cover the furnishing and delivery to the **Port of San Francisco** of a complete Crane Barge built to the highest level of quality and engineering excellence and equipped as hereafter specified. These specifications cover minimum requirements as to the type of construction and testing to which the Crane Barge shall conform.

The following specifications are for a Crane Barge. The Crane Barge shall consist of a fabricated steel barge hull, with a pedestal crane permanently installed, and other construction-support equipment including a diesel-powered electrical generator, diesel powered hydraulic power unit, electric air compressor and pressure tank, fuel tank, spud pile system with hydraulic winches, and assorted storage containers and deck house.

It is the responsibility of the respondent to review and scrutinize all aspects of the configuration of this unit including, but not limited to, all specifications presented in this document. If necessary, the respondent shall recommend adjustments to the written specification so that the unit's subsystems are adequate for this Crane Barge to operate on a daily basis, fully loaded with all components, and tools needed for the unit's daily tasks along the waterfront of the City of San Francisco. This shall be accomplished without increasing maintenance costs, overstressing the hull structure, or adding any unnecessary and/or abnormal wear to any other components of the unit. It is the responsibility of the successful respondent to ensure this unit will comply or exceed compliance to all safety and environmental standards set forth by the City of San Francisco, State of California, and the Federal Government.

#### **SECTION 2 - Crane Barge**

The Barge to be furnished under the specifications outlined below: "Specifications for the Construction of a Crane Barge for the Port of San Francisco" shall meet or exceed the specification presented. This Crane Barge shall be new and unused. This Crane Barge is to perform operations in all weather conditions specified herein. Special attention to major components and/or specified critical capacities is mandatory.

NOTE: Crane Barge and component equipment to be supplied shall include all safety systems available from the Contractor and manufacturers.

ALL CAPACITIES, WEIGHTS, MEASUREMENTS, AND RATINGS ARE APPROXIMATES UNLESS OTHERWISE STATED AS A "SHALL".

### 1 Crane Barge

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382	4.4	Consul Description
383 384	1.1	General Description  Kind of barge: Crane and Deck barge for construction activities primarily within the
385		confines of San Francisco Bay.
386		Type of barge: Flush deck barge with pedestal-mounted rotating crane, raked bow, with
387		spud piles.
388		Cargo Decks: Main Deck.
389		Classification: None, but see below
390		Flag: None
391		
392	1.2	Principal Particulars
393		_ Length, overall abt. 150.0 ft
394		Breadth, hull, molded 55.0 ft
395		Depth, molded to Main Deck 8.0 ft
396		_ Draft, summer load line, molded abt. 5 ft - 1 in
397 398	1.3	Classification, Rules, and Regulations
399	1.5	_The barge to be designed and built-in accordance with the following Rules and
400		Regulations:
401		Steel Barge Rules of the Classification Society ABS
402		IACS Rec 47, Shipbuilding and Repair Quality Standard - Rev.8 Oct 2017
403		Rules and Regulations of the United States Coast Guard
404		ILLC 1966 with the Protocol of 1988 and amendments
405		2008 Intact Stability Code
406		It is not the intent of the owner to have the barge classed. The planned life of the barge
407		is approximately 40 years and the design and coatings systems are to be robust to reflect
408		this.
409		
410	1.4	Plans and Drawings
411		Drawing No. Title
412		2018-060-01-01 General Arrangement
413		2018-060-01-02
414		2018-060-01-03
415		2018-060-01-04
416		2018-060-01-05
417 410		2018-060-01-06  Electrical One Line
418 410	2	Hull Dart
419 420	2	Hull Part
420 421	2.1	Hull General
422	<b>4.</b> I	Barge shall be designed for ocean passage for delivery from the builder and possible
423		_ barge shall be designed for ocean passage for delivery from the builder and possible future relocation. Barge is rectangular in shape with square stern and partially raked bow.
424		All hull surfaces are flat and deck has no camber. A tubular crane pedestal shall be
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## **EXHIBIT A0**Specifications

	integrated into the hull structure at a distance equal to one-half the beam from the stern on centerline. This pedestal will support a fully rotating pedestal crane for construction works.
2.2	LOADING CAPACITIES
2.2.1	Lightweight & Deadweight
	_ Deadweight Summer load line (molded) abt. 965 T
	_ Lightship Weight   abt.   350 T All tons as used in this specification shall be short tons of 2,000 lbs.
	_ All toris as used in this specification shall be short toris of 2,000 lbs.
2.2.2	Crane Lifting Capacity
	The deadweight and stability shall be sufficient to support a hydraulic pedestal crane such
	as a Techcrane Model L120-136 that can be used to lift timber or composite piles
	weighing less than 45 kips plus rigging from its minimum operating radius through to its
	operating radius of 60 ft. Expected structural crane capacities are to be as follows:
	Crane capacity at closest reach (~25 ft) abt. 120 kips
	_ Crane capacity at 60 ft   abt.  60 kips
223	Tank Capacity (100% Full)
	The barge hull as designed is subdivided into a total of 14 individual compartments by
	two longitudinal watertight bulkheads, and five transverse watertight bulkheads, with two
	partial bulkheads subdividing the forward center compartment into three tanks. The
	arrangement results in six compartments on each side that as an option can function as
	ballast tanks, five center voids, and three smaller compartments in the center forward as
	shown on the General Arrangement. Two of the side compartments shall be filled with
	freshwater ballast for normal operations, one each side, and in addition, the small
	centerline compartment forward is also designated for freshwater ballast. The wing tanks
	will have a minimum width of 13'-9" so that the watertight longitudinal bulkhead is inboard
	of B/5 for damage stability reasons. The contractor shall verify the tank arrangement
	provides adequate stability performance that complies with the requirements of this
	specification. An alternate compartment arrangement that allows the stability requirements to be met may be acceptable.
	The barge shall survive any two adjacent side or end compartments flooded without
	submerging the deck edge.  An alternative subdivision arrangement may be allowed if it
	can be shown that the barge can survive the two-compartment flooded requirement.
	Ballast and void tanks shall have hatches with watertight bolted cover plates of a size that
	will allow filling, venting and personnel access for inspection.
	Ballast water tanks (total - three) abt. 8,650 ft3

### 2.2.4 Area Deck Loading



466 467 468		Strength of the main deck shall be suitable for uniform loading of 1200 lbs/ft2 over an area tributary to one transverse frame (approximately a footprint area 9-ft $x$ 14 ft) but totaling less than 75 short tons in one such area.
469 470	2.3	Hull Structure
471 472	2.3.1	Hull Material
473		In general, all structure should be made from mild steel (e.g. ABS Grade A, yield strength
474		34 ksi, or ASTM A-36, yield strength 36 ksi) except where described otherwise.
475		Scantlings shall be as shown on the drawings. Local structure, where required but not
476		shown on the drawings, shall be developed by the Builder. Any deviations or additions
477		of structure from the drawings, such as addition or modification of foundations to support
478		equipment, shall be submitted to Owner for review and approval.
479		Permissible loads and scantlings shall be in accordance with the rules of the Classification
480		Society but with extra corrosion margin in the side shell (approximately 3/16 inch) and
481		bulkheads and bottom plating (approximately 1/16 inch).
482 483	222	Cturretural Aurongoment
463 484	2.3.2	Structural Arrangement The hull shall be a combination of longitudinal and transverse framing and of all-welded
485		construction. The basic structural design shall provide for full continuity of longitudinal
486		structural members.
487		All welding in tanks (except in dry voids and cofferdams), on outside exposed surfaces,
488		in bilges and in all other wet spaces shall be continuous. Decks, bulkheads, shell, etc.,
489		shall have surfaces reasonably fair, without buckles, kinks, or other surface irregularities.
490		Smooth welded steel extra heavy pipe molding or half round bars shall be fitted in way of
491		and for a generous distance each side of mooring fittings.
492		_ The transverse and longitudinal bulkheads and trusses are to be arranged as shown on
493		the General Arrangement Plan.
494		Pillars and stanchions shall be provided as shown on the scantling plans and where
495		required to support local loads.
496	000	Cuerro Bodostol
497 498	2.3.3	Crane Pedestal  The pedestal that supports the grape will be provided in two parts. The lower part will be
490		_ The pedestal that supports the crane will be provided in two parts. The lower part will be built into the barge hull by the Fabricator. The upper part will be provided by the crane
500		manufacturer and will include the mounting flange for the crane slew bearing. The two
501		will be joined during construction by a circumferential butt weld.
502		The lower part of the pedestal shall be fabricated of steel plate rolled to the required
503		diameter shown on the design drawings. This tubular member is supported by the
504		transverse bulkhead at Frame 4 (27'-6" from stern) and by the centerline bulkhead
505		between the stern and Frame 5. Large steel plate brackets shall support the pedestal at
506		the deck. Internal brackets shall be installed as well, to provide additional support to the
507		pedestal at the main deck.



508 509		_ The upper edge of the barge-portion of the rolled plate for the pedestal shall be square and parallel to baseline in preparation for a circumferential butt-weld to accept the crane-
510 511		supplier portion of the pedestal. The upper part of the pedestal will come from the crane manufacturer pre-beveled and ready for welding.
512 513	2.3.4	Spud Pile Trunks
514		Two vertical watertight steel trunks penetrating the deck and running down through the
515 516		bottom shell shall be provided to allow passage of the spud pile through the hull. These trunks are to be fabricated of steel in accordance with the Hull Scantling Plan. Similar to
517 518		the spud piles, particular care shall be given to dimensional accuracy of the trunks during fabrication.
519 520		Prior to delivery, the spud piles shall be run through both trunks to verify that the tolerances for the design clearance have been met.
521		
522	2.4	Hull Materials
523		The hull shall be fabricated of mild strength steel of ABS Grade A or ASTM A-36, fully
524 525		welded, except where shown differently on drawings. In such cases, material shall be as noted on drawing. All welding consumables shall be in accordance with ABS
526		requirements and applicable yard welding procedures.
527 528		_ The crane pedestal tubular and the internal bracketing shall be ABS Grade A or A-36 steel. However, the pedestal brackets between the deck and the outside of the pedestal
529		shall be of ABS Grade AH36 (ASTM A131 Grade AH36).
530		All steel shall be new and from mills approved by ABS. All steel shall be furnished with
531		mill test records.
532		
533	2.5	Welding and workmanship
534		The barge shall be of all-welded steel construction built in accordance with the ABS Rules
535		for Steel Barges, although the barge will not be classed. ABS requirements for welding
536		and materials shall be followed, and high-quality welding and workmanship is expected.
537		The IACS Recommendation 47, Shipbuilding and Repair Quality Standard - Rev.8 Oct
538		2017 shall be the basis for acceptable quality of construction.
539		_ Welders shall be qualified in accordance with ABS requirements or those of AWS D1.1
540		and shall work under experienced supervision. Welder's certification shall be maintained
541		on file and available for inspection by Owner's representative upon request.
542 543		_Welding procedures to be ABS approved or qualified in accordance with the requirements of AWS D1.1. Procedures to be maintained on file at the yard, available for inspection by
544		Owner's representative upon request.
545		_ All fillet welds to be double continuous and wrapped at the ends except stiffeners in dry
546		voids may be intermittent fillet welds. All faying surfaces shall be seal welded. Minimum
547		fillet weld size shall be 3/16".
548		During welding, slag shall be removed routinely by chipping hammer or grinding. Finished
549		welds shall be visually inspected with deficiencies remedied or repaired and any rough
550		edges ground smoothed.



551		_All exposed surfaces and cut edges of steel shall be ground smooth and rounded to avoid
552		sharp edges for paint adhesion.
553		Proper weld sequencing shall be developed and followed to avoid significant thermal
554		distortion during welding particularly with regard to stiffened plate panels.
555		All seams in the outer shell of the hull shall be full penetration welds subject to ultrasonic
556		testing to verify quality. Similarly, butt welds in all longitudinal members and elsewhere
557		as shown on the drawings shall be full penetration welds, also subject to ultrasonic testing.
558		Welds joining parts of the crane pedestal tubular shall be full penetration, subject to
559		ultrasonic testing.
560		All parts of the structure shall be inspected and shall exhibit good shipbuilding practice.
561		Parts shall be in alignment and the workmanship shall be neat and of good appearance.
562		Welding shall be complete and inspected with non-destructive testing in accordance with
563		the requirements of the ABS rules.
564 565	2.6	Air Tests of completed compartments
566	2.0	The watertight compartments shall be air tested to check for leaks and to check all butt
567		seams in the outer shell and the bulkheads, deck and bottom plate to shell and bulkhead
568		fillet welds prior to painting. Careful attention shall be focused as well on testing the
569		bolted manway hatches.
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571	3	Hull Outfitting
572		
573		Reference drawing 2018-060-01-04 Outfitting for details for some of the following.
574		
575	3.1.1	Hull Marks
576		_ Hull marks shall be outlined by intermittent weld beads and to be painted white. Details
577		of vessel's name and home port to be supplied by the Owner. Markings to be provided
578		at bulkhead locations and tank corners as required to permit under-water survey. Draft
579		marks to be at the bow port and starboard and at the stern, port and starboard.
580		
581	3.1.2	
582		Each tank and void which is connected to the vessel's bottom to be fitted with one (1)
583		threaded bottom plug approximately 1-½-inches in diameter at the outside of the bottom
584		plate. The bottom plug to be of stainless steel (SUS316).
585 586	212	Corrosion Protection
587	3.1.3	Corrosion protection shall be by high quality coatings of all steel inside the barge and out
588		along with sacrificial anodes on the immersed shell. Coatings are specified in Section 5
589		of this specification.
590		A total of 110 zinc anodes, to ASTM B418 Type 1, shall be distributed over the bottom,
591		sides, and ends of the immersed hull. Of these approximately 96 shall be distributed
592		across the bottom in an array of 6 wide by 16 long, five anodes near the corner of the
593		bilge along each side, and 2 along each end. Anode weight shall be 22 lb (10kg) each.



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594 595		Contractor shall perform independent cathodic protection design to verify the anode quantities presented.
596 597		Anodes shall not be located adjacent to bulkheads to provide area for docking blocks during construction and subsequent drydocking.
598 599		The anodes on the underwater portion of the hull shall be attached by welded studs and nuts, to allow replacement by a diver with the barge in the water.
600		mate, to allow replacement by a given man are bange in ano materi
601	3.1.4	Mooring Fittings
602		Mooring chocks, fairleads, kevels and bitts shall be provided in accordance with the
603		General Arrangement and as required for proper mooring of the crane barge. Only closed
604		chocks shall be provided. All fittings shall have a safe working load of at least 50 kips.
605		The safe working load shall be marked in weld bead on the top surface of the fitting.
606		Reinforcing foundations shall be installed during the construction sequence to provide
607		adequate strength to the deck to support the mooring fittings. The foundation structure
608 609		shown on the drawings may require adjustment to accommodate the dimensions of fittings actually procured. Contractor shall be responsible for the design modifications,
610		which shall be submitted to the Owner for approval.
611		which shall be subtilitied to the Owner for approval.
612	3.1.5	Recessed Hull Ladder
613		Two (2) boarding ladders shall be provided, one forward, port, and one aft, to starboard,
614		each comprised of rungs in cylindrical recesses in the side shell plating. Each ladder
615		shall extend from above the bottom plating up to the main deck. The recesses shall be
616		8-inch schedule 80 pipe with type 316L stainless steel ¾-inch square bars.
617		
618	3.1.6	Compartment Access
619		One flush manhole with steel cover shall be provided for each compartment, with one
620		vertical ladder inside at each manhole. Openings shall be 24" x 18" and covers shall be
621		flush-type bolted steel cover with gasket. Manhole arrangement shall be such that
622		manholes are not impeded by timber decking, or access arrangements shall be provided
623 624		to easily remove decking in way of manholes.
625	317	Towing Fittings
626	J. 1.7	Two towing padeyes and corresponding chocks shall be installed at the bow, port and
627		starboard, for connection of a towing bridle. The towing bridle shall be provided by yard
628		and should be 3 lengths of 45 ft each of 1-inch Grade 3 studless chain of 119,500 lb.
629		minimum breaking strength to withstand the pull from towing the barge at 6 knots. Five
630		1-inch bolt type anchor shackles should be provided for connecting the bridle to the barge
631		and together. Arrangement and installation of the towing fittings shall be designed by the
632		Contractor and submitted for approval to the owner.
633		A chock and bitts shall be installed at the bow on centerline. This may be used for short
634		distance tows, for instance between sites around San Francisco Bay.
635		Foundation structure shall be installed under deck to support the towing fittings



## **EXHIBIT A0**Specifications

37	3.1.8	Deckhouse
38		_ A steel deckhouse approximately 16 ft long by 8 ft in width at the base of the crane
39		pedestal shall be fabricated of stiffened ¼ inch plate. The house will enclose the fuel tank
340		on the aft side and provide additional secure storage on the forward side. The purpose
341		of the house is to keep unauthorized people out of the fuel tank area and the storage area
42		when the barge is untended. Contractor shall confirm that the plan area of the deckhouse
343		as shown on the General Arrangement is sufficient to enclose the fuel tank to be
344		purchased.
45		The house should not be welded to the crane pedestal – rather there shall be a rain-guard
646 647		arrangement to prevent the entry of water into the house but avoid having the house
648		rigidly attached to the crane pedestal. Rain guard should be fabricated in two halves, bolted together and sealed against the pedestal with rubber gasket material.
649		At the aft side of the house, there shall be doors that can be opened to allow installation
550		of an owner furnished 1000-gal double wall fuel tank (nominal 91 in. wide) and to remove
551		it should that be required. The doors shall be provided with a securing mechanism per
552		the Owner's design.
553		At the sides, approximately 1 ft aft of the forward side of the house, 6-dog weathertight
54		doors shall be installed, one port and one starboard. These shall be provided with a
555		securing mechanism per the Owner's design as described in an addendum to be
556		forwarded.
357		Detailed design of the deckhouse shall be developed by Contractor and the design shall
558		be submitted to the Owner for review and approval.
559		
60	3.1.9	Crane Boom Rest
61		_ A crane boom rest shall be fabricated of steel tubulars and shapes as shown on the
62		drawings. The top of the boom rest structure comprises a horizontal section of wide-
63		flange beam with guides each side of steel plate, and the inside of this shall be lined with
64		4-inch thick oak boards or suitable alternative to provide cushioning and an even bearing
65		surface for the crane boom. Note that the boom rest design must be adjusted depending
666		on the model crane procured. Design changes to the boom rest to accommodate the
667 668		actual boom shall be submitted to the Owner for approval.
669		_ The port and starboard sides of the boom rest structure shall be outfitted with a ladder to provide access to the side running lights, as described in Section 3.1.12 below entitled
670		Navigation Light Stands.
77 71		Navigation Light Stands.
572	3.1.10	Crane Access
373	<b>U</b> 1111	A short platform with an inclined ladder and handrails shall be designed, fabricated, and
674		installed to provide access to the crane from the main deck to starboard of the pedestal.
375		The platform shall be of 1-inch thick and 1 ½ square mesh fiberglass grating of UV
76		resistant composition with handrail(s) supported by steel angle or channel. The platform
77		design including inclined ladder shall accommodate the actual crane purchased, and the
378		design shall be submitted to the Owner for review and approval.



## **EXHIBIT A0 Specifications**

81	Three new standard 20 ft ISO containers shall be procured and installed on the deck to
882 883	function as workshops and to provide secure onboard storage. These shall be secured to the deck with standard deck sockets and twist locks. The deck sockets shall be
684	carefully laid out as shown on drawings to align with container corner castings. Chocks
85	and brackets under deck of the deck sockets shall be installed to support the containers,
886	as shown on the outfitting drawing. The doors shall be provided with a securing
887 888	mechanism per the Owner's design as described in an addendum to be forwarded.
689	3.1.12 Navigation Light Stands
90 91	Navigation lights stands (for the red and green side lights) shall be mounted to the crane boom rest. The navigation lights described in the electrical section shall be mounted per
92	their manufacturer's instructions. The navigation lights shall be accessible by the ladder
93	built into the legs of the boom rest, as described above under Boom Rest.
94	
95	3.1.13 Timber Decking
96	Over areas outlined on the General Arrangement and Outfitting drawings, 3x12 pressure
97	treated timber decking shall be installed. Structural tees or angles shall be welded to the
98	deck as shown, and fully painted before fitting the timbers for decking. The inboard-most
99 00	and outboard-most boards of each row of timbers shall be secured by stainless steel
)1	screws through holes in the securing tees or angles. If the contractor desires to propose an alternate means to secure the timber decking, that means shall be clearly specified
2	and submitted with the contractor's response.
3	and submitted with the somitable steepense.
4	3.1.14 Hydraulic Piping Protection
5	Hydraulic piping for powering the winches to be run on deck and shall be protected by
)6	raised fiberglass grating supported on a framework on the main deck. Fiberglass grating
)7	shall be secured to the steel framing in accordance with manufacturer's specification,
80	including stainless steel hardware.
)9	Fiberglass grating shall be 1" deep by 1 ½" square mesh of UV resistant composition.
10	Walking surface on grating shall be non-skid.
11	The electrical conduit leading aft shall be run in the same protective framework as shown
12 13	on the outfitting drawing.
13 14	3.1.15 Fenders
5	Tire fenders or suitable alternative (as specified and presented in the response) shall be
6	provided on the port and starboard side to protect the hull against material barges
7	alongside or the pier. Tire fenders approximately 24 inches in width and 3 ft in diameter

### 4 Spud Piles and Rigging

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Fabricator, with design submitted to Owner for approval prior to installation.

shall be spaced to align with the web frames, approximately every 9 ft. Provided fenders

are to be newly manufactured and not reconditioned. Padeyes shall be designed by the



## **EXHIBIT A0**Specifications

3 4.1	Spud Pile Structure
5	Please reference drawing 2018-060-01-03, "Spud Piles" for the description and details to
5	follow.
	_ Two steel fabricated Spud Piles for stabilizing/holding the barge on location shall be
	fabricated with a total length of at least 80 feet. Each pile shall be fitted with a large-
	diameter sheave located near its tip for lifting and lowering. Particular attention to
	dimensional accuracy and squareness to be given to the spud piles during fabrication.
	The piles shall be fabricated of 24-inch by $\frac{3}{4}$ wall pipe rolled from steel plate with sections
	full-penetration welded together. Four steel equal-leg angles shall be welded
	longitudinally along their toes to each pipe to form a pile section that is 24-inches square.
	The angles are L8 x 8 x 3/4 sections. All of this steel shall be ASTM A572 Gr 50 (50 ksi
	minimum yield strength) or similar.
	_ Each spud pile shall have a heavy-duty fabricated steel plate tip at its lower end, as shown
	on the drawing. The upper end of the piles shall have a heavy end plate complete with
	a lifting eye with capacity to withstand a pull of 100 kips. A 55-ton working-load limit (2 $\frac{1}{2}$ inch nominal size) bolt-type galvanized shackle shall be
	A 33-ton working-load limit (2 /2 inch hominal size) boit-type galvanized shackle shall be provided for each spud pile. Further two synthetic (HDPE) or wire rope lifting slings, 10
	ft in length and also 55-ton safe working load, shall be provided, one for each spud pile,
	for the purpose of lifting the spud pile with the crane, should the spuds become stuck in
	the mud or if the spud pile shall be lifted from barge for repair or maintenance. Each shall
	have eyes at each end through which the shackle may be passed.
	, , , ,
4.2	Securing Pins
	_ Each spud pile shall have a locking pin fabricated of AISI 1018 steel round bar or similar,
	$3 \frac{1}{2}$ inches in diameter by 2 ft- 10 in in length, with yield strength approximately 50 ksi.
	The pins shall be tapered at one end and have a welded restraint at the other. A drilled
	hole shall be made at the tapered end to accept a ½" dia. bolt to lock the securing pin in
	place. When the pile is raised, the pin shall support the entire length of the pile (in air)
	plus an amount of entrained mud and water.
	_ The pins shall engage the spud pile at one of three locations. These three locking pin
	holes shall be of 4-inch dia. Sch 80 pipe welded into the pile body. The entrance to these
	shall be ground smooth to aid easy entrance of the pin.  A fabricated holder shall be installed at each spud pile trunk to hold the securing pin prior
	to engagement with the spud pile. This support shall hold the pin at the elevation above
	the deck to guide it into the securing hole in the spud pile at the top of the spud pile well.
	The support shall be fabricated of mild steel and coated.
	The support shall be labilisated of thing steel and souted.
4.3	Pile Turning Sheave

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The spud piles shall each be outfitted with a turning sheave for the lowering and lifting

wire rope. The sheave shall be provided in a purpose-built structural steel box complete

with bushing and pin and guide rollers. The sheave and all components including pin,

supporting box, and bearings, shall withstand the breaking strength of 1 1/8-inch diameter



766 767		IWRC EIPS wire rope with breaking strength of 130,000 lbs wrapped 180 deg around the sheave.
768 769		_ The sheave shall be grooved for 1 1/8-inch diameter wire rope. _ The sheave and its steel structural box shall be of a design and construction that it can
770		be immersed in salt water and Bay mud without detrimental effects on its performance.
771		_ The sheave pin will be fitted with lubrication port and grease-tubes to enable the sheave
772		pin to be lubricated remotely from the edge of the pile. The entire sheave unit shall be
773		welded into the body of the spud pile during construction.
774 775	4.4	Spud Pile Rigging
776	4.4	Each spud pile is lowered or raised using a winch on deck, from which the lowering wire
777		then runs to a turndown sheave mounted on deck at the edge of the trunk, then down
778		inside the trunk around the pile's turning sheave and then back up to the main deck
779		through the trunk and terminating at a securing eye on the trunk.
780		The lowering wire shall be 1 1/8-inch diameter EIPS IWRC wire rope (minimum breaking
781		strength = 130,000 lbs). Approximately 500 ft of wire shall be provided on each winch.
782		The wire end shall be fitted with a wedge socket termination, which is then connected to
783		the termination eye at the trunk.
784		Two vertical guide sheaves shall be installed by welding on the main deck to direct each
785		spud pile lifting wire from the winch turning it down 90 deg into the spud pile well and then
786		to the pile turning sheave. The units shall be designed for the breaking strength of 1-1/8-
787		inch EIPS IWRC wire rope with minimum breaking strength of 130,000 lbs with 90 deg
788		wrap on the sheave. The sheave grooves shall be hardened. Sheaves are to be mounted
789		in a frame welded to the deck, and shall be fitted with grease-lubricated bushings or
790		bearings that can be lubricated locally at the unit. The design shall allow for immersion
791		in saltwater and Bay mud.
792		_ The units shall be supplied with a 3-coat marine coating system applied, except that the
793 794		area where the base of the units will be welded to the deck shall be masked with tape.
79 <del>4</del> 795	4.5	Spud Pile Winch Installation
796	7.0	Two spud pile winches of 75,000 lb. pulling capacity shall be procured and installed. The
797		specification for these winches is presented in Appendix 4.
798		The winches shall be mounted on a foundation as shown in the Outfitting drawing that
799		orients the winches so that one pulls forward and one pulls aft. The winches are to be
800		installed at a location that is midway between the spud piles near midships of the barge.
801		One winch faces forward to the forward spud pile and the other faces aft toward the aft
802		spud pile.
803		The spud pile winches shall be bolted to the foundation beams; note that the details
804		shown may require modification based on the actual winch vendor design. Contractor
805		shall develop the modified design and submit to the owner for approval.
806		_ The control panel provided by the winch manufacturer or vendor shall be installed inboard
807		of but near enough winches to see the raising and lowering of the spud piles. The control
808		panel shall be mounted on an elevated platform approximately 4'-0" above the deck to



### **EXHIBIT A0**Specifications

put the operator above the area of potential back lash should the lift wire break. This elevated platform shall incorporate a protective structure of 3-inch steel pipe fashioned into a protective cage. The elevated platform shall be accessed by a ladder, decking of 1" thick by 1-1/2" square mesh fiberglass grating, and have handrails around its perimeter. The Contractor shall design the platform and submit design to owner for review and approval.

#### 5 Coatings

Fabricator shall prepare and coat all surfaces of barge when fabrication and all welding are complete. Color of barge to be black topsides from 3'-0" waterline up, red anti-fouling below 3'-0" waterline and bottom, and grey deck.

#### 5.1 Preparation

The steel surfaces shall be cleaned of all grease or other foreign substances and prepared for coating as described. All sharp edges shall be rounded by grinding to sufficient radius for coating thickness. All welds shall be ground smooth and any arc strikes, temporary welds, or other damage shall be removed by grinding also. All steel surfaces to be coated to be cleaned and blasted to SSPC SP-10.

### 5.2 Coatings

The coatings listed below shall be procured and applied by Fabricator in accordance with paint manufacturer's recommendations. The coatings shown are manufactured by International Paint.

Area	Coating Description	Example Product	Color	DFT
Deck – nonskid	Two component	Hempadur 85671	Light red	3 mils
	epoxy coating	Hempadur Spray	Grey	100 mils
	containing a heavy-	Guard 35490		
	duty antiskid			
	aggregate			
Deck – remainder	High solids epoxy	Intershield 300HS	Bronze	5 mils
(some with timber	Abrasion resistant	Intergard 5377	Black	5 mils
decking above)	epoxy Polyurethane	Interthane 990	Grey	2 mils
Deckhouse and	Abrasion resistant	Intershield 300HS	Bronze	4 mils
interior and three	ероху	Interfine 5703	Port Blue <sup>1</sup> (ext'r)	3 mils
20' Containers	Modified epoxy finish		White (int'r)	
Hull topsides	High solids epoxy	Intershield 300HS	Bronze	5 mils
above waterline		Intergard 5377	Black	5 mils
plus stern and		Interthane 990	Black	2 mils
bow areas				



### **EXHIBIT A0**Specifications

Hull Wetted area (to be outfitted with zinc sacrificial anodes)	High solids epoxy High solids epoxy Antifouling	Intershield 300HS Intershield 300HS Interspeed 640 AF	Bronze Aluminum Red	5 mils 5 mils 5 mils
Interior of Voids and Fresh water	High solids epoxy High solids epoxy	Intershield 300HS Intershield 300HS	Bronze Light Grey	5 mills 5 mils
ballast tanks			,	

333	1. Port Blue: per PPG 1/48 point scale 96 line colorant:
334	a. Thalo Green 8 -1/2 ounces per 5 gallons ( D )
335	b. Thalo Blue 16 -3/4 ounces per 5 gallons (E)
336	c. Raw Umber ¼ ounce per 5 gallons ( L )
337	d. Titanium White 9 ounces per 5 gallons ( W )

#### 6 Electrical

#### 6.1 Introduction

The barge shall be powered by either an on-board 100kW 480V/3PH/60Hz diesel generator or shore power. Shore power may be either 208/3/60 three wire, 240/3/60 three wire, or 480/3/60 three wire. Depending on the source, shore power shall be converted to barge power 480/3/60 via transformers. The shore power transformer circuit breakers shall be mechanically interlocked so only one circuit may be energized at a time. Shore power shall be connected to barge circuit breakers with a portable cable whose length and size shall be determined later.

The diesel generator and shore power circuits connect to an automatic transfer switch which will connect whichever source is available. If both circuits (generator and shore power) are available, the generator circuit will be connected. The automatic transfer switch shall be housed in a 316 stainless steel enclosure with its controls suitable for the environment.

An additional circuit breaker shall be provided for an alternate diesel generator in case of a failure. This circuit breaker shall be mechanically interlocked with the diesel generator circuit breaker so both cannot be on at the same time.

A 480/3/60 power distribution panel shall connect the power source (DG or shore power) to the air compressor, each Conex box, the deckhouse aft at the crane pedestal, and floodlights. Ground fault indicating lights and test pushbutton shall be provided.

The air compressor shall be powered by 480/3/60 and shall have a dedicated circuit from the power distribution panel.

480/3/60 power shall be connected to the deckhouse aft. The interior of the deckhouse shall have a 480/3/60 power panel, a 480/120v three phase transformer, and a 120/3/60 power panel. Lights, duplex GFI outlets, and switches shall be connected to the 120v panel. GFI circuits shall be provided by GFI circuit breakers in the panel. Loads on the 480v panel shall be determined later. Ground fault indicating lights and test pushbutton

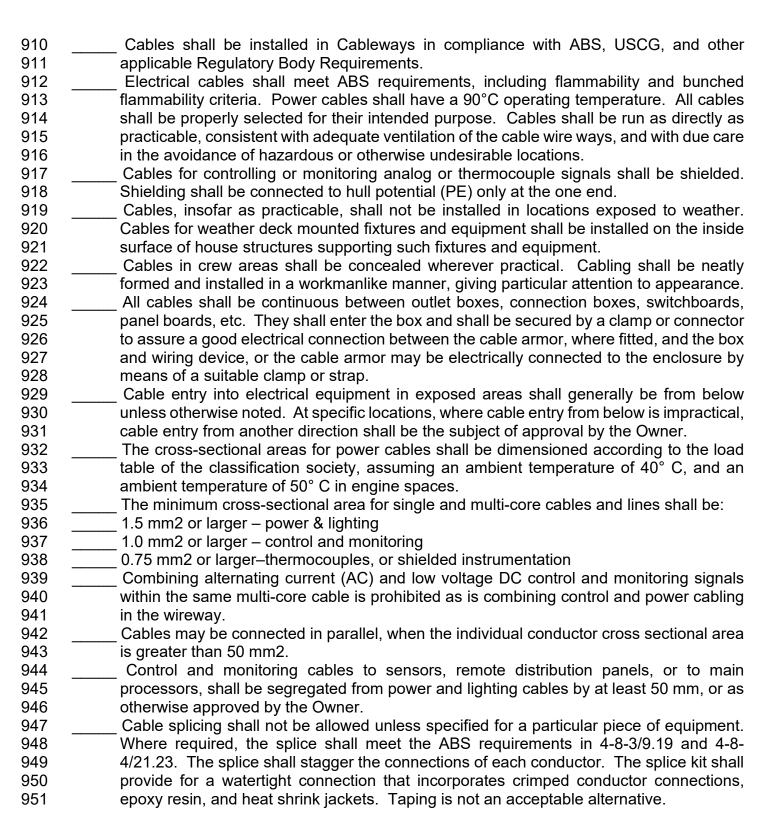


## **EXHIBIT A0 Specifications**

867		shall be provided for the 120v panels. Placement of panels and transformer inside
868		containers and inside deckhouse shall be approved by Owner prior to installation.
869		480/3/60 power shall be connected to each Conex Box. The interior of each box shall
870		have a 480/120v three phase transformer, and a 120/3/60 power panel. Lights, duplex
871		GFI outlets, and switches shall be connected to the 120v panel. GFI circuits shall be
872		provided by GFI circuit breakers in the panel. Ground fault indicating lights and test
873		pushbutton shall be provided for the 120v panels. Placement of panels and transformer
874		inside containers and inside deckhouse shall be approved by Owner prior to installation.
875		_ Three floodlight circuits shall be provided, each with a floodlighting contactor in 316
876		stainless steel enclosures, and a common floodlighting control switch near the boarding
877		location. Additional walkway lighting is not required. Switches for the forward floodlights
878		shall be located inside one of the three containers. Similarly, switching for aft floodlights
879		shall be located inside the aft deckhouse, location to be approved by Owner for both
880		installations.
881		_ Floodlighting power distribution shall utilize GUA cast junction boxes with threaded hubs.
882		All cable penetrations into enclosures shall be from below (except for the Conex boxes
883		and the aft deckhouse which may be through the side) and shall utilize threaded bubs
884		and metallic cable glands for watertight integrity.
885		_ All cables shall have aluminum or bronze armor and shall be routed on cableways made
886		with stainless steel cable ladders at least 12 inches above the deck and 12 inch rung
887		spacing. Horizontal cableways along the main deck shall be covered with removable
888		bolted sections
889		Solar-charged battery-powered running lights meeting Coast Guard requirements shall
890		be installed.
891		
892	6.2	Generator
893		_ A 100-Kw diesel generator shall be procured, installed onboard, connected to electrical
894		system, and tested. The diesel generator shall be self-contained with integral fuel tank,
895		radiator, starting battery and alternator. See Appendix 1 for Purchase Specification for
896		generator.
897		
898	6.3	General
899		_ All recommended practices of ABS, USCG, and IEEE-45-2002 Recommended Practice
900		for Electric Installations on Shipboard are deemed requirements of this Specification. All
901		work shall conform to the latest U.S. Coast Guard, ABS Rules, and the Supplement.
902		Electrical installations and/or modifications called out in the Specification shall be made
903		in accordance with the requirements set forth therein.
904		_ All required equipment not listed as Owner furnished shall be Contractor furnished and
905		installed.
906		_ The Contractor shall provide vendor data of all Contractor-furnished equipment in the
907		Data Book described in Section 10, Barge Documentation.

6.4 Cable & Cable Installation







952		Where cables pass through areas where they may be damaged, they shall be protected
953		by stainless steel pipe or other Owner-approved conduit. Cables running along the deck
954		shall be run-in stainless-steel conduit along the hydraulic pipe-way.
955		Connection of ships cables shall use crimp lugs, bolts, nuts, and lock-washers. Any sharp
956		edges on these connections shall be filled with electrical insulation putty (such as
957		ScotchfilTM Electrical Insulation Putty) and then taped using Scotch 33 tape or better, or
958		equivalent.
959		_ Connection of ship's cables to equipment with incoming circuit breakers shall be
960		connected to the line side of the circuit breakers.
961		Connection of ship's cables to 110- or 220-volt lighting fixtures or low voltage monitoring
962		sensors, may be lugged or may employ "scotch-lock" type twist-on type connectors.
963		Any damage to the cable outer jacket that occurs during cable installation shall be
964		repaired by using a repair kit specifically designed for such purpose. Taping the cable
965		jacket will not be acceptable. Where installation damage affects the conductor or
966		conductor insulation, the entire cable shall be replaced.
967		Connection of ship's cables by twisting together and taping is strictly prohibited.
968		Removing strands from wire to fit a smaller lug is also prohibited.
969		Where cables are oversized to suit voltage drop conditions and cannot easily be
970		connected to light fixtures or convenience outlets, a jumper wire of smaller size can be
971		used to connect the fixture or outlet to the larger cables to the fixture. The jumper must
972		be lugged on both ends and made with a bolted splice inside of the fixture or outlet
973		enclosure. The jumper wire must be sized to be adequately protected by the circuit
974		breaker feeding the oversized cable.
975		_ A single layer of cables shall rest on one hanger except that a second layer of smaller
976		cables may be installed to fill in between larger cables to facilitate strapping of cables. If
977		an additional layer of cables is required, it shall be supported on a second hanger
978		bracketed at sufficient distance from the first to permit painting and inspection.
979		
980	6.5	Cableway & Penetrations
981		_ Where cables pass through watertight/gastight decks and bulkheads, the penetrations
982		shall be through multi-cable transit devices, RISE system, or threaded stuffing tubes.
983		RISE and stuffing tube arrangements shall have the pipe extend at least 100 mm (4")
984		above and 50 mm (2") below deck or insulation, and may need to be extended to
985		accommodate A-60 or other fire boundary requirements. Where multi-cable transit
986		devices or RISE systems are utilized, at least 20% spare space shall be provided for the
987		future installation of cables.
988		_ Where cables pass through non-watertight non-gastight bulkheads, decks, or platforms,
989		the openings shall be fitted with collars which extend at least 100 mm (4") above/below
990		platforms and decks, and at least 50 mm (2") from the surface of each side of bulkheads.
991		If cables are to lay against the collar, a rubber or other softener shall be placed between
992		the cables and the collar to prevent chafing.
993		_ Where cables penetrate weather decks with kickpipes, stainless steel kick pipes and
994		stuffing tubes shall be installed that extend at least 250 mm (10") above the deck.



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995		Where single core cables penetrate equipment enclosures, bulkheads, or decks, cables
996		for phases A/B/C must be routed through the same penetration. If this is not possible,
997		single core cables must pass through non-magnetic materials.
998		All electrical cable to deck mounted motors and controls exposed on deck shall be
999		adequately guarded the full run from deck to terminal box with pipe or other substantial
1000		protection.
1001		Cable supports shall be spaced not more than 300 mm (12") on horizontal and 500 mm
1002		(20") on vertical runs
1003		Steel hanger or flat bar not less than 5 mm (1/4") thick with corrosion resistant finish shall
1004		be used for all cable hanger material. Painting shall be acceptable as a corrosion
1005		resistant material for interior locations. Stainless steel shall be used for weather deck and
1006		other wet locations. Bolts, nuts, and washers are to be cadmium plated for interior use
1007		and are to be stainless steel or bronze for exterior use.
1008		_ Attachments to watertight bulkheads or decks by means of rivets or bolts penetrating the
1009		bulkhead or deck is not permitted. Studs or steel framing welded to the bulkhead or deck
1010		shall be used for mounting supports. Mounting of equipment on shell plating is prohibited.
1011		_ Horizontal cableways on deck shall be protected over their entire length by a removable
1012		steel cover at least 5mm thick to protect against damage.
1013		_ Local runs of cable between cableways and devices may be supported by weld stud
1014		hangers or minimum 25mm flat bar, with maximum spacing of 500 mm (20") between
1015		supports.
1016		_ Cables shall be strapped, with stainless steel band straps at least 12 mm (1/2") wide to
1017		every fourth hanger on horizontal runs and every hanger on vertical or bulkhead runs.
1018		Where cables are supported by the strapping, they shall be strapped on every hanger.
1019		_ Cableways in cargo spaces or where stores and spare parts are handled shall be suitably
1020		protected where mechanical injury might occur. Cableways in cargo spaces shall not
1021		interfere with the existing clear height.
1022		
1023	6.6	Identification
1024		_ All electrical equipment shall be fitted with identification plaques that identify the
1025		equipment and the circuit from which it is powered. The plaques shall be lamicoid type,
1026		black phenolic plastic with white engraved lettering.
1027 1028		_ All new cables shall be fitted with cable identification tags, which indicate the circuit number of each cable, at each cable end, and at each junction or terminal box. Tags
1026		shall be stamped aluminum and shall not be painted.
1029		shall be stamped aluminum and shall not be painted.
1030	7	Mechanical
1031	'	_Mechanical systems on this barge include diesel-powered electrical generator,
1032		wechanical systems on this barge include diesel-powered electrical generator, compressed air system, and hydraulic power system. Contractor shall procure, install,
1034		test and commission each piece of equipment described herein. The generator is further
1035		discussed in the Electrical section.

**Compressed Air** 

7.1

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1038		
1039	7.1.1	Air Compressor
1040		_ A 185 CFM electric air compressor for driving air tools shall be procured, installed,
1041		connected to electrical system, and commissioned and tested. See Appendix 2 for
1042		Purchase Specification for air compressor.
1043	<del></del>	The air compressor shall be installed on a structural foundation designed by Contractor
1044		for the particular equipment procured. It should be located forward of the three Conex
1045		boxes on deck as shown on the General Arrangement and the Outfitting drawings.
1046		Design of the foundation shall be submitted to the Owner for review and approval.
1047		An air receiver of specified capacity shall be installed on its foundation as required.
1048		Contractor shall design and build appropriate foundations for the equipment procured;
1049		design of foundation shall be submitted to owner for review and approval.
1050	740	Dining
1051 1052	7.1.2	Piping  Diving for compressed air shall comprise stainless steel schedule 40, type 216 piping and
1052		Piping for compressed air shall comprise stainless steel schedule 40, type 316 piping and
1053		fittings.
1054	7.2	Hudraulia Dawar
1055	1.2	Hydraulic Power
1050	7.2.1	LIDII
1057	1.2.1	A diesel-powered hydraulic power unit for powering the hydraulic spud winches and
1059		possibly the tuggers shall be procured, installed, connected to hydraulic system, and
1060		commissioned and tested. The HPU shall output 145 GPM at 3000 psi or alternatively as
1061		required to power the winches supplied. See Appendix 3 for Purchase Specification.
1062		HPU shall be installed on a structural foundation designed by the Contractor for the
1063		particular equipment procured. Foundation design to be reviewed and approved by
1064		Owner. It shall be located forward of the three Conex boxes on deck as shown on the
1065		General Arrangement and the Outfitting drawings.
1066		General Arrangement and the Odthtung drawings.
1067	722	Hydraulic Piping
1068		All hydraulic power supply piping above $\frac{1}{2}$ diameter for supply shall be Schedule 80
1069		ASTM A312 type 316L. All piping fittings shall be socket welded type with minimum
1070		working pressure of 3000 psi. Welding of pipe and fittings to be in accordance with ABS
1071		Rules for Materials and Welding, latest edition. Pipe to be made up with a minimum of
1072		welded connections.
1073		The low pressure return piping shall be Schedule 40 ASTM A312 type 316L. Fittings for
1074		return piping shall be socket welded stainless-steel type 316L Class 3000 lb.
1075		Supply and return lines may be prepared in spools joined by stainless steel (type 316)
1076		SAE flanges with buna-n rubber O-ring seals. For supply piping, Code 62 flanges shall
1077		be used. For return piping, Code 61 flanges shall be used.
1078		After completion of all welding, pipe spools shall be cleaned, pickled and passivated using
1079		a procedure suitable for the pipe and flanges procured, in accordance with ASTM A380
1080		"Standard Practice for Cleaning, Descaling, and Passivation of Stainless-Steel Parts,



# **EXHIBIT A0**Specifications

1081		Equipment, and Systems". This will remove extraneous iron or other foreign materials and
1082		restore the passive coating and resistance to corrosion.
1083		_ Any stainless-steel tubing required shall be Type 316 with a minimum 2.5% Mo. Fittings
1084		shall be rated for the working pressure.
1085		Piping shall be mounted on the main deck as shown in the Mechanical Arrangement
1086		drawing and secured with Heavy Duty pipe clamps with elastomeric insets to secure high-
1087		pressure pipe. The bottom plate of the clamp is to be welded to the deck or to a doubler
1088		plate in accordance with Mechanical Plan or outfitting drawing prior to paining of the hull.
1089		After installation onboard, but before connection to HPU and winches, all pipe and tubing
1090		shall be pressure tested to 1.5 times its rated pressure and held for 5 minutes or as
1091		necessary to allow complete inspection of the pipe connections for leakage. The length
1092		of the pipe shall be inspected for leaks during this time.
1093		Once the pipe passes the pressure test, it shall be connected to pumps and hydraulic
1094		fluid shall be circulated and filtered with returns monitored until Cleanliness Level 3 per
1095		SAE 4059 (less than 10 microns) or to the level required by the HPU pumps or the
1096		winches (if less than Level 3) is achieved.
1097		_ The HPU shall be connected to the hydraulic piping with hoses rated for 3000 psi working
1098		pressure and for flammable fluid service required by ABS Rules MVR 4-6-7/3 Hydraulic
1099		Oil Systems. Similarly, the winch controls shall be connected to the piping and to the
1100		winches by similar hoses.
1101		_ After the pipes are installed, protective ramps or grating shall be fit over the pipes as
1102		shown on the Outfitting plan and secured in place.
1103		
1104	7.3	Winches
1105		Two 75,000 lb. capacity and four 12,000 lb. capacity powered winches shall be procured
1106		and installed along with their controls.
1107		The two 75,000 lb. capacity hydraulic powered winches are for lifting and lowering the
1108		Spud Piles and shall be of Rapid Reverse design to facilitate spud pile installation. See
1109		Appendix 4 for the procurement specification for these. These winches shall be installed
1110		on a structural foundation on the port side between the spud well trunks.
1111		The four 12,000 lb. capacity winches (tuggers) are for use in moving the barge along an
1112		existing pier or wharf. These winches may be supplied with a hydraulic, pneumatic or
1113		electric drive to provide the lowest total installed system cost. See Appendix 6 for the
1114		procurement specifications for these winches. These winches shall be installed near the
1115		four corners of the barge on structural foundations as shown in the outfitting drawing.
1116		_ Installation of all winches shall be as shown on the General Arrangement and the
1117		Mechanical Plan.
1118		All hydraulic power supply piping will be 3000 psi. Winches shall be supplied from
1119		vendors with all controls and pressure regulation required for proper winch operation.
1120		All hydraulic winch controls shall be connected to the pressure and return piping with
1121		hoses as discussed above under Hydraulic Power.

7.4 Not Used

11221123



### **EXHIBIT A0**Specifications

1124 1125 8 Mooring 1126 Mooring equipment shall be installed on the barge for the purpose of securing the vessel 1127 to piers and to allow the barge to be moved along piers for repositioning. 1128 8.1 **Not Used** 1129 1130 8.2 1131 **Tugger Winches** 1132 Four powered tugger winches shall be installed and connected to the barge ancillary 1133 systems as required. These tuggers shall be locally controlled and have a rated capacity 1134 of 12,000 lb. See Appendix 6 for purchase specification for Tugger Winches. 1135 The tugger winches shall be mounted on a foundation just above the main deck to provide 1136 clearance for mooring wires (if installed in the future). The foundation design may require 1137 modification by the Contractor to accommodate the fairleads purchased. Changes shall 1138 be submitted to the owner for review and approval. 1139 8.3 1140 **Not Used** 1141 1142 8.4 **Not Used** 1143 1144 8.5 **Anchors and Chain** 1145 Two 1500 lb Stockless anchors shall be provided complete with anchor shackle and 1146 padeye on the crown for a pendant line. The anchors shall be supplied with the 1147 appropriate anchor shackle, swivel, and joining shackle to connect to chain. 200 ft of \(^34\)-1148 inch Grade 3 or equivalent studless anchor chain shall be provided for each anchor. All 1149 components shall be connected to verify they fit together easily before shipping. 1150 1151 8.6 **Not Used** 1152 1153 8.7 **Appurtenances** 1154 Contractor shall design and install two anchor and chain storage plates and bin to be 1155 mounted on deck at the forward corners of the barge for the purpose of securing the 1156 anchors and chain when not in use. The plates shall be designed to allow the anchor(s) 1157 to be released and to fall into the water in the case the barge must be anchored. The 1158 bitter end of the anchor chain shall be secured with a shackle to a padeye welded to the 1159 deck. The padeves and connections shall be arranged such and of sufficient strength to withstand sea fastening loads from the anchors and chains during ocean transit of the 1160 1161 1162 Arrangement and design of storage plates, bins, and padeyes shall be reviewed by 1163 Owner's representative before construction. 1164

9

1165

Crane Procurement, Installation and Testing



### **EXHIBIT A0**Specifications

1166		_ The crane to be installed on the barge shall be procured, transported, installed
1167		commissioned, and fully function tested. Purchase specifications for the crane are
1168		presented in a separate document.
1169		_ The Contractor shall procure the crane, provide supervision necessary during the
1170		manufacturing process, and then transport and receive the crane for installation at its
1171		yard. Contractor shall arrange for any support from the crane manufacturer necessary
1172		for the erection and installation process.
1173		For the crane, load charts shall be prepared that present the lifting limits at each radius
1174		including the crane structural limits, the lifting wire limits or the barge stability limits. All
1175		lift cases shall include wind speed of 40 knots. Intact stability shall satisfy the basic ABS
1176		deck barge criterion, the crane barge criteria, and the USCG crane barge criteria all for
1177		sheltered water operations.
1178		After the crane is installed onboard the barge, and fully rigged and commissioned, it shall
1179		be fully tested to ensure all functions operate as specified and in accordance with
1180		manufacturer's operating procedures prior to acceptance by the owner. Crane
1181		manufacturer shall certify that crane has been installed, commissioned and tested in
1182		accordance with their procedures and performs according to their specifications after
1183		installation. As part of the testing and commissioning procedures, Contractor shall have
1184		the crane inspected and tested by a certified agent to ensure compliance with State of
1185		California Department of Industrial Relations and OSHA requirements.
1186	4.0	
1187	10	Barge Documentation
1188		A full set of as-built documentation shall be assembled and submitted to the owner upon
1189		delivery of the barge. This documentation shall include the full set of records for the hull
1190		fabrication and integration and documentation covering all of the purchased fittings and
1191		equipment installed on the barge.
1192	40.4	Dance Hull Construction Decumentation
1193 1194	10.1	Barge Hull Construction Documentation  Barge hull documentation shall include as-built drawings with final scantlings and
119 <del>4</del> 1195		arrangements, final inspection reports, material certificates, coating inspection records,
1195		final test reports, final weight reports, results of the inclining experiment, trim and stability
1190		booklet, and any other relevant documentation.
1198		bookiet, and any other relevant documentation.
1199	10.2	Equipment and Fitting Documentation
1200	10.2	Operating and maintenance manuals shall be assembled by the Contractor covering all
1200		purchased fittings and equipment, and the crane. The documentation shall include
1201		original manufacturers' data and operating procedures and maintenance
1203		recommendations and procedures. Three volumes are envisioned, 1) a data book, 2) an
1204		installation and maintenance manual, and 3) an operating manual.
1205		
1206	10 2 1	l Data Book

1207

1208

The Data Book shall include equipment cut sheets, dimensioned arrangement drawings, parts lists, assembly drawings, component material descriptions, securing details, and



### **EXHIBIT A0**Specifications

1209 details of interfaces with the barge piping, electrical power, and structural systems for all 1210 purchased equipment and fittings. Any certifications and approval documents for each 1211 piece of equipment shall be included in the data books. 1212 1213 10.2.2 Installation and Maintenance Manual 1214 Installation and maintenance manual shall include instructions and procedures for 1215 installing, commissioning and maintaining each procured piece of equipment. 1216 1217 10.2.3 Operating Manual 1218 The operating manual shall include detailed instructions, procedures, and warnings for 1219 the safe operation of each piece of equipment installed on the barge. 1220 1221 10.3 Submittals 1222 Draft versions of each manual shall be submitted to the Owner for review and approval 1223 one month before delivery of the completed barge. The Owner will provide feedback two 1224 weeks prior to final acceptance testing of the barge. 1225 Four hard copies and one electronic copy of each manual shall be furnished to the Owner 1226 on final acceptance of the barge. 1227 One hard copy and one electronic copy of as-built drawings of the barge shall likewise be 1228 furnished to the Owner on final acceptance of the barge. 1229 1230 11 Owner Furnished Equipment 1231 No owner furnished equipment will be provided. 1232 1233 12 Warranty\*\*\* 1234 Contractor shall warrant that the completed barge and all installed equipment (including 1235 crane) will comply with the requirements of the Contract Documents, as integrated in 1236 the City-approved final 100% design. The crane shall be further warranted by the 1237 Crane Vendor as described by the separate warranty clause in Section 3, Pedestal 1238 Crane, Subsection 4.5.4. Failure to conform to the requirements of the Contract 1239 Documents, as integrated in the City-approved final 100% design shall obligate 1240 Contractor to repair or replace the equipment at their sole cost. The warranty, as a 1241 minimum, shall cover all defects in and/or from: engineering, design, manufacturing, 1242 materials, corrosion protection application / performance, and preparation for shipment 1243 and packing. 1244 Warranty period for the completed barge shall extend 12 months from final acceptance 1245 by owner at delivery in San Francisco Bay. All engineering, materials, workmanship, 1246 equipment, components, and other parts that make up the completed crane barge are

Appendix 1 – Generator Purchase Specification Diesel Generator Set Requirements

covered by this warranty.

1247

1248 1249

1250



1251	A diesel-powered	electrical gene	erator shall be procured to provide electrical power for the	
1252	deck lighting, wo	kshop lightin	g and outlets, for the air compressor, and for other	
1253	miscellaneous ele	ctrical loads o	n the barge. The engine and generator shall be unitized	
1254				
1255	barge. The unit shall be installed on deck in an area open to the elements.			
1256	Vendor shall be responsible for the design, construction, testing and performance of the			
1257	unit to meet the re	quirements ar	nd conditions, and performance functions outlined hereir	
1258	and obtain any ap <sub>l</sub>	provals require	ed for the service described.	
1259	Vendor shall provi	de a complete	e unit fully tested and ready for installation on the barge.	
1260	The unit shall be	protected fr	om corrosion including coatings suitable for a marine	
1261	environment and c	ther means a	s may be necessary including suitable material selection	
1262	The unit shall mee	t at least the t	following requirements:	
1263	Engine and	generator to	be unitized on a structural steel skid	
1264	Engine to ru	ın on Renewa	able Diesel fuel meeting the requirements of ASTM D975	
1265	Grade No. 2			
1266	Engine to b	e Certified by	the Environmental Protection Agency (EPA) to conform	
1267	to Tier 4 no	n-road require	ements	
1268	Engine sha	I be four cycle		
1269		ave a closed t	fresh-water cooling system air cooled by radiator.	
1270	Unit Lifting	arrangement t	to allow lifting diesel generator or generator or both	
1271	Unit Lifting : Engine sha	I be electric s	tart with battery recharging.	
1272	Weather pro	otected sound	l enclosure.	
1273	Means to lo	ck controls ar	nd enclosure to prevent vandalism.	
1274	Integral circ			
1275	Skid mount	ed fuel tank si	zed for approximately one day's (8 hours) running time	
1276		ed cooling exp		
1277			nder the engine	
1278	All controls		ntation integrated on the skid.	
1279	All gauges a	are to be liqui	d filled for vibration considerations	
1280				
1281	Performance Data			
1282	RATINGS			
1283	Output:	100 kW		
1284	Duty:	S1 (Continu	ious)	
1285	Voltage:	480 VAC		
1286	Frequency:	60 Hz		
1287	Phase	3		
1288	Power factor:	0.8		
1289	Speed:	1800 rpm		
1290	Battery Voltage	12 VDC		
1291				
1292	STANDARDS	_		
1293	Applicable standar	d:	IEC 60034, ABS	



# **EXHIBIT A0**Specifications

1294 1295	Marine classification: Hazardous area classification:	ABS None		
1296	Temperature rise stator / rotor:	A/A		
1297	Insulation class:	F (min.)		
1298				
1299	ENVIRONMENTAL CONDITIONS			
1300	Ambient temperature: 104	deg F		
1301	Minimum Temperature: 32	deg F		
1302 1303	Marine atmosphere			
1303	Engine Features			
1304	The prime mover shall be provided with	the following:		
1306	·	rule following. Juirements of ABS Steel Barge Rules Part 4		
1307	Low oil pressure shutdow			
1308				
1309	Vibration isolating mounts			
1310		uding belt guard, insulation on exhaust, and other as		
1311	necessary			
1312	Disposable oil filter			
1313	Oil drain valve			
1314	Integral drip-proof tray un	der engine		
1315	Air heater circuit for cold starting			
1316	Disposable fuel filter			
1317	Overspeed air shutoff on	<u> </u>		
1318	Typical engine instrumentation in	ncluding at a minimum:		
1319	Engine temperature			
1320	Oil Pressure			
1321	Engine revolutions	16		
1322	Battery charging alternate	or voltage		
1323	Engine operating hours			
1324	Altornotor Footures			
1325 1326	Alternator Features The alternator shall be provided with the	o following:		
1327	•	e rollowing. esign permits power to be obtained from stationary leads.		
1328				
1329	Windings are vacuum impregnated with epoxy varnish for dependability and long life.			
1330	Dynamically balanced rote	ors to minimize vibration		
1331		e minimal heat buildup. Insulation meets		
1332	NEMA standards for class	·		
1333	Direct connected to the e	ngine, the generator has sealed precision ball bearings		
1334	with a precision-machined steel sleeve in the end bracket to prevent shaft			
1335	misalignment and extend bearing life.			
1336	Equipped with a four-lead	reconnectable stator.		

Exhibit A0 Specifications



1337	Capable of sustained line-to-neutral short circuit current of up to 300% of the rated
1338	current for up to 2 seconds. (IEC 60092-301 short-circuit performance.)
1339	
1340	Required Quotation Documentation
1341	The following items are required to be included with the quotation and in the documentation to
1342	be provided on delivery:
1343	Dimensioned General Arrangement drawing showing:
1344	Plan, profile and section views
1345	Maintenance clearance envelopes
1346	Foundation mounting patterns
1347	Wet and dry weights
1348	Center of Gravity
1349	Installation, Commissioning, Operating and Maintenance Manual(s). Must include
1350	recommended maintenance interval schedule up to and beyond 120,000 hrs.
1351	Complete mechanical, electrical, and electronic technical specifications.
1352	EPA Tier 4 Certificate
1353	Bolt pattern or other detail of skid mounting to main deck foundation
1354	
1355	Appendix 2 - Diesel HPU Purchase Specification
1356	A diesel-powered hydraulic power unit shall be procured to provide fluid power for
1357	operating the spud pile winches and possibly the tugger winches for installation on the
1358	barge. The engine, pump(s), and hydraulic fluid reservoir shall be unitized on a steel skid
1359	suitable for lifting and to securely support the equipment on the deck of the barge.
1360	Vendor shall be responsible for the design and performance of the unit to meet the
1361	requirements and conditions, and perform the functions outlined herein and obtain any
1362	approvals required for the service described.
1363	Vendor shall provide a complete unit fully tested and ready for installation on the barge.
1364	The unit shall be protected from corrosion including coatings suitable for a marine
1365	environment and other means as may be necessary including suitable material selection.
1366	Performance specifications for each of the consumers are provided in this specification.
1367	
1368	Diesel HPU Requirements
1369	The overall unit shall include the following features:
1370	Engine and generator to be unitized on a structural steel skid
1371	Engine to run on Renewable Diesel fuel meeting the requirements of ASTM D975
1372	Grade No. 2D S15.
1373	Engine to be Certified by the Environmental Protection Agency (EPA) to conform
1374	to Tier 4 non-road requirements
1375	Engine shall be four cycle, directly coupled to hydraulic pump(s)
1376	Closed cooling system/radiator cooled.
1377	Lifting arrangement for each piece of equipment and for entire skid
1378	Engine shall be electric start complete with alternator for battery recharging.
1379	Unit shall be provided with weather protected sound enclosure.



1380	Skid mounted fuel tank, sized for approximately one-half day (4 hours) running
1381	time
1382	Skid mounted hydraulic fluid tank with sufficient volume for expansion and with
1383	means to cool the hydraulic fluid (if necessary).
1384 1385	Skid shall have spill containment (with drain fitted with a ball valve) for entire hydraulic fluid reservoir. A drip pan shall also be provided for engine drips.
1386	All controls and instrumentation integrated on the skid.
1387	All gauges are to be liquid filled for vibration considerations
1388	All gauges are to be liquid filled for vibration considerations
1389	Performance Data
1390	RATINGS
1391	Output: 275 HP (approximate, to be verified by vendor)
1392	Press: 3000 PSIG
1393	Flow: 145 GPM
1394	Duty: S1 (Continuous)
1395	Battery Voltage 12 VDC
1396	
1397	STANDARDS
1398	Marine classification: ABS
1399	
1400	ENVIRONMENTAL CONDITIONS
1401	Ambient temperature: 104 deg F
1402	Minimum Temperature: 32 deg F
1403	Marine atmosphere
1404	
1405	Engine Features
1406	Engine to comply with requirements of ABS Steel Barge Rules Part 4
1407	Low oil pressure shutdown
1408	High engine temperature shutdown
1409	Vibration isolating mounts
1410	Personnel protection including belt guard, insulation on exhaust, and other as
1411	necessary
1412	Disposable oil filter
1413	Oil drain valve `
1414	Mounted on a drip-proof tray
1415	Air heater circuit for cold starting
1416	Disposable fuel filter
1417	Overspeed air shutoff on engine
1418	Typical engine instrumentation including at a minimum:
1419	Engine temperature
1420	Oil Pressure
1421	Engine revolutions
1422	Alternator voltage



1423	Engine opera	ating hours
1424	·	re to be liquid filled
1425		- 13 13 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1426	Appendix 3 – Air Compre	essor Purchase Specification
1427	• •	d variable-speed rotary-screw air compressor shall be procured to
1428		ed air to drive construction tools for the performance of Port
1429	•	ies from the barge. The air compressor shall be a packaged unit
1430		nd to securely support and contain the compressor and equipment on
1431		e. The unit shall be installed on deck in an area open to the elements.
1432	•	ponsible for the design, construction, testing and performance of the
1433		uirements and conditions, and perform the functions outlined herein
1434	and obtain any appr	ovals required for the service described.
1435	Vendor shall provide	e a complete unit fully tested and ready for installation on the barge.
1436	The unit shall be	protected from corrosion including coatings suitable for a marine
1437	environment and oth	ner means as may be necessary including suitable material selection.
1438	Air Compressor Requireme	ents
1439	The air compressor shall n	neet the following requirements:
1440	Electrical pov	ver available will be 480V, 3 Phase, 60Hz AC
1441	Lifting arrang	ement for compressor shall be provided
1442	Unit shall be	in weather protected low sound enclosure.
1443	Unit shall be NEMA TEFC	Drive motor
1444	Flexible drive	coupling
1445	Dust filter on Skid mounted	air inlet to be provided
1446	Skid mounted	d storage tank (receiver) of approximately 120 gallons
1447	Unit mounted	d controls and instrumentation including:
1448	Start/Stop	
1449	Load/Unload	
1450	Load/Unload Emergency S	Stop
1451	Shutdowns for	or high outlet air temperature
1452		r high inlet air temperature
1453	Delivery Air F	Pressure
1454	Delivery Air 1	「emperature
1455	Oil fill level	
1456	All gauges to	be liquid filled
1457		
1458	Performance Data	
1459	RATINGS	
1460	Output:	185 SCFM
1461	Pressure:	125 PSIG
1462	Receiver:	120 GALLONS
1463	Duty:	S1 (Continuous)
1464		•
1465	STANDARDS	



1466	Marine classification:	ABS		
1467	Hazardous area classification:	None		
1468	Ambient temperature:	104 deg F		
1469				
1470	<b>Required Quotation Documentation</b>			
1471	The following items are required to be i	ncluded with	the quotation:	
1472	Dimensioned General Arr	angement dra	awing showing:	
1473	Plan, profile, and section	views		
1474	Maintenance clearance e	nvelops		
1475	Foundation mounting patt	erns		
1476	Wet and dry weights			
1477	Center of Gravity			
1478	Installation, Commissionir	ng, Operating	and Maintenance N	/lanual(s). Must include
1479	recommended maintenan	ce interval sc	hedule up to and be	eyond 120,000 hrs.
1480	Complete mechanical, ele	ectrical, and e	lectronic technical s	specifications.
1481	Details for package moun	ting unit to ma	ain deck	
1482				
1483	Appendix 4 - Spud Pile Winches			
1484	Two hydraulic winches, each with	th a 75,000 lb	o. pulling capacity o	n the first layer of rope,
1485	shall be procured, ready for insta	allation on the	e deck of the barge	. The package shall be
1486	complete with all controls to wind in or let out the cable to raise or lower each of the two			
1487	spud piles independently.			
1488	Vendor shall be responsible for the design and performance of the units to meet the			
1489	requirements and conditions, and perform the functions outlined herein and obtain any			
1490	approvals required for the servic	e described.		
1491	Vendor shall provide complete	unit includin	g control panel wi	th all controls for both
1492	winches, fully tested and ready f	or installation	on the barge.	
1493	The unit shall be protected from corrosion including coatings suitable for a marine			
1494	environment and other means as	s may be nece	essary including sui	table material selection.
1495				
1496	Features of the winches			
1497	The following outlines the Performance specifications for the spud pile winches and features			
1498	with which they shall be provided.			
1499				
1500	Line pu	ll vs speed s	hall be as follows:	
1501		Line Pull	Pull in speed	Pay out
1502	Pay in line pull and speed			
1503	first layer	75,000 lb.	72 ft/min	298 ft/min
1504	Pay in line pull and speed			
1505	Mid Drum	58,400 lb.	100 ft/min	415 ft/min
1506	Pay in line pull and speed			
1507	top layer	41,750 lb.	125 ft/min	535 ft/min



# **EXHIBIT A0**Specifications

1508 1509	Note:	Payout speed shall be approximately four times the pay-in speed to facilitate rapid deployment of the spud pile.
1510		Winch Drum shall be a maximum of 20 inches wide and shall be able to hold over 700 ft
1511		of 1-1/8-inch wire rope. Drum shall have a cable anchor to secure the end to prevent
1512		slippage with 5 wraps of wire rope remaining on drum.
1513		Winch shall be supplied with 500 ft of EIPS IWRC 1 1/8-inch wire rope with minimum
1514		breaking strength of 130,000 lb.
1515		The winch shall have a hydraulically released static/dynamic brake. The brake shall
1516		support the maximum rated load when no hydraulic power is applied. Upon application
1517		of hydraulic pressure to the motor, brake shall release automatically, and reengage when
1518		pressure is released.
1519		Winch shall operate at 3000 psi supply pressure at 142 gpm flow
1520		Speed control shall be performed by throttling spool control valve
1521		_3-coat paint system for marine equipment
1522	Contr	
1523 1524	Contr	
1525		The winch vendor shall provide a control panel complete with all necessary flow control and pressure regulation required for proper operation of the winch. Hydraulic pressure
1526		supply of 145 gpm at 3000 psi will be provided as will return to tank at approximately
1527		atmospheric pressure. Any additional hydraulic fluid supply and return functions required
1528		for the proper function of the winch shall be made at the control panel. All control valves
1529		to operate the winches shall be mounted at the panel. Pressure gauges showing supply
1530		and return pressure (at a minimum) shall also be installed on the panel.
1531		The control panel shall place the control valve levers at a comfortable operating height
1532		(approximately 30 inches, or as agreed with owner).
1533		The control panel shall be connected to the supply and return piping on deck with hoses.
1534		The connection to the supply piping shall be by Code 62 SAE-type flanges with buna-n
1535		O-rings. Both the hose flange and the counter flange to be installed on the hydraulic
1536		piping shall be provided by the winch and controls vendor. The flanges shall be as
1537		specified on the Mechanical Arrangement drawing. The hose to the supply and return
1538		deck piping shall be of sufficient length to reach the control panel mounted on a platform
1539		elevated 4 ft above the main deck and the piping connections.
1540		In addition to being manually controlled, the control valve shall be remotely controlled as
1541		well by a wireless controller allowing the operator to be positioned in a safe location with
1542		good visibility. Details of remote control to be submitted with response.
1543		Hoses required for connecting the control panel to the winches shall likewise be provided
1544		by winch vendor. Hoses included shall be suitable for flammable fluid service as required
1545		by ABS Rules MVR 4-6-7/3 Hydraulic Oil Systems.
1546		by 1.25 Trained in the 1.75 Try arabine on Gyptomer
1547	Requi	ired Quotation Documentation
1548	•	ollowing items are required to be included with the quotation:
1549		Dimensioned General Arrangement drawing showing:
1550		Plan, profile, and section views

Exhibit A0 Specifications

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May 7, 2025



### **EXHIBIT A0 Specifications**

1551	Maintenance clearance	envelops			
1552	Foundation mounting de	etails ·			
1553	Wet and dry weights Center of Gravity				
1554					
1555	Installation, Commissioning, Operating and Maintenance Manual(s). Must include recommended maintenance interval schedule up to and beyond 120,000 hrs. Complete mechanical, electrical, and electronic technical specifications.				
1556					
1557					
1558	Details for package mo		•		
1559	<del></del> · · ·		Il controls and remote controls		
1560		9			
1561	Appendix 5 –Not Used				
1562	търстите постоби				
1563	Appendix 6 – Tugger Winch Purch	ase Specificati	ion		
1564		-	ominal pulling capacity on the first layer of		
1565			alve ready for installation on the deck of the		
1566	·		of the four corners of the barge to provide		
1567	•		or to adjust the position of a material barge		
1568	moored alongside.				
1569		for the design	and performance of the unit to meet the		
1570	<del></del>	•	e functions outlined herein and obtain any		
1571	approvals required for the service described.				
1572	Vendor shall provide complete units including control panels with all controls, fully tested				
1573	and ready for installation on the barge.				
1574	Vendor shall perform an evaluation of the best powering solution for the winches with				
1575	hydraulic, pneumatic, or electric drive and determine which solution offers the best cost				
1576	effectiveness considering the cost of unit procurement and cost of installation.				
1577	The units shall be protected from corrosion including coatings suitable for a marine				
1578	environment and other means as may be necessary including suitable material selection.				
1579					
1580	Features of the winches				
1581		ce specification	ns for the tugger winches and features with		
1582	which they shall be provided.				
1583	ш.оу олош во р.от.аоа.				
1584	Line r	oull vs speed s	hall be as follows:		
1585	<b>-</b>	Line Pull	Pull-in/Pay-out speed		
1586	Pay in line pull and speed		. a ay carepoon		
1587	first layer	12,000 lb.	104 ft/min		
1588	Pay in line pull and speed	,555 .5.			
1589	Mid Drum	9,660 lb.	138 ft/min		
1590	Pay in line pull and speed	-,			
1591	top layer (6 <sup>th</sup> Layer)	7,319 lb.	172 ft/min		
	, , (* <del></del> ,,	,	-		

1591



1592	Winch Drum shall be a maximum 10 inches wide and shall be able to hold a minimum of
1593	222 ft of 5/8-inch wire rope. Drum shall have a cable anchor to secure the end to prevent
1594	slippage with 5 wraps wire rope remaining on drum.
1595	Winch shall be supplied with 222 ft of EIPS IWRC 5/8-inch wire rope with minimum
1596	breaking strength of 40,000 lb.
1597	The winch shall have the following:
1598	Sealed high efficiency planetary reduction gearing
1599	3-coat paint system for marine equipment
1600	
1601	Controls
1602	The specifications below assume hydraulic power is provided to tugger winches. If a
1603	pneumatic or electric drive system is provided equivalent alternatives shall be provided.
1604	The winch vendor shall provide a control panel complete with all necessary flow control
1605	and pressure regulation required for proper operation of the winch. Hydraulic pressure
1606	supply of 145 gpm at 3000 psi will be provided as will return to tank at approximately
1607	atmospheric pressure. Any additional hydraulic fluid supply and return functions required
1608	for the proper function of the winch shall be made at the control panel. All control valves
1609	to operate the winches shall be mounted at the panel. Pressure gauges showing supply
1610	and return pressure (at a minimum) shall also be installed on the panel.
1611	The control panel shall place the control valve levers at a comfortable operating height
1612	(approximately 30 inches, or as agreed with owner).
1613	In addition to being manually controlled, the control valve shall be remotely controlled as
1614	well by a wireless controller allowing the operator to be positioned in a safe location with
1615	good visibility. Details of remote control to be submitted with response.
1616	The control panel shall be connected to the supply and return piping on deck with hoses.
1617	The connection to the supply piping shall be by Code 62 SAE-type flanges with buna-n
1618	O-rings. Both the hose flange and the counter flange to be installed on the hydraulic
1619	piping shall be provided by the winch and controls vendor. The flanges shall be as
1620	specified on the Mechanical Arrangement drawing. Hoses required for connecting the
1621	control panel to the winches shall likewise be provided by winch vendor. Hoses included
1622	shall be suitable for flammable fluid service as required by ABS Rules MVR 4-6-7/3
1623	Hydraulic Oil Systems.
1624	,
1625	Required Quotation Documentation
1626	The following items are required to be included with the quotation:
1627	Dimensioned General Arrangement drawing showing:
1628	Plan, profile, and section views
1629	
1630	Maintenance clearance envelops Foundation mounting details
1631	Wet and dry weights
1632	Center of Gravity
1633	Installation, Commissioning, Operating and Maintenance Manual(s). Must include
1634	recommended maintenance interval schedule up to and beyond 120,000 hrs.



1635	Complete mechanical, electrical, and electronic technical specifications.
1636	Details for package mounting unit to main deck
1637	Details of Controls including for manual controls and remote controls
1638	· <del></del>
1639 1640	Appendix 7 – Not Used



### EXHIBIT A0 Specifications

#### **SECTION 3 - Pedestal Crane**

NOTE: Pedestal Crane Barge to be supplied shall include all safety systems available from the fabricator.

ALL CAPACITIES, WEIGHTS, MEASUREMENTS, AND RATINGS ARE APPROXIMATES UNLESS OTHERWISE STATED AS A SHALL.

#### 1 Background

The Port of San Francisco intends to build a crane barge to perform maintenance and repair works of marine structures along the City of San Francisco waterfront. Primarily the Port needs the ability to handle and drive piles at existing piers, but this design will have the capability to support some new construction as well.

The crane barge will operate inside San Francisco Bay year-round, primarily during

The crane barge will operate inside San Francisco Bay year-round, primarily during daytime under relatively protected conditions. The crane will be a permanently mounted pedestal type crane, for reasons of reach and capacity, reliability, readily available service and parts, and availability of the crane itself.

The capacity of the crane shall be sufficient to upend and lift steel and concrete piles 135 ft in length and up to 48-inches in diameter, at a reach of 60 ft from the centerline of the pedestal. The crane will be installed on a pedestal, the top of which is 12 ft above the deck of the barge. At operating draft, the barge freeboard is minimum 4 ft. During lifting and upending operations, the tip of the pile shall clear the deck by 2 ft minimum. The crane shall be hydraulic, powered by a Tier 4 diesel engine.

This specification defines the minimum requirements for the fabrication, testing, and inspection of one crane and associated ancillaries to be installed on the new floating construction barge.

The scope of the package as well as initial estimates of the size of the crane are presented herein. Supplier to include updated sizing based upon their calculations and include with the package submission.

The Contractor constructing the barge will be the initial purchaser of the crane, and shall ensure it is procured, fabricated, tested, delivered to Fabricator, and installed in accordance with these and crane manufacturer's ("Supplier" or "Crane Vendor") specifications. Purchaser shall confer with the ultimate Owner on technical questions, but commercial communications shall be between Supplier and Purchaser (Contractor).

#### 2 BASIS

The basis for this document is construction and offshore industry codes, standards and practices and Customer experience and preferences. The following references shall apply as specified in the body of this document. The latest editions of the references, including addendums, in force at the time of the end of the response validity date shall apply. Conflicts between the requirements of the reference documents shall be brought



### **EXHIBIT A0**Specifications

in the Supplier's Scope of Supply  NFPA National Fire Protection Association  ASME American Society of Mechanical Engineers  API American Petroleum Institute  NACE National Association of Corrosion Engineers  CFR Code of Federal Regulations	2.1	DEFINITION	IS AND ACRONYMS
CA Classification Authority Purchaser Owner Port of San Francisco / or its assigns Facility Supplier or subcontractor shop and/or any property owned by SUPPLIE or subcontractor where any portion of the work will be performed. Any service or work performed by Supplier that must be performed to comply with the requisition requirements, or the contract, to procure, design, manufacture, and delivery of the work.  Standards Industry Codes, Standards, Guides, and Recommended Practices referenced herein. Meaning the latest issue or edition in force at the end of SUPPLIER response validity date or the contract date.  At response stage: any entity invited to provide a quotation for the equipment and/or any sub-contractors thereto.  At Purchase stage: any entity contracted for the supply of the equipmer and/or any sub-contractors thereto.  In all cases Supplier is responsible for performance of all Work and will the single point of contact for all Work-related issues. Neither Purchase nor Owner will receive information from or respond directly to sub-Suppliers.  Work Any material or item or service listed in the requisition or contract as be in the Supplier's Scope of Supply NFPA National Fire Protection Association  ASME American Society of Mechanical Engineers  API American Petroleum Institute NACE National Association of Corrosion Engineers  CFR Code of Federal Regulations	Within	the body of t	this specification, the following definitions shall apply:
Purchaser Owner Port of San Francisco / or its assigns Facility Supplier or subcontractor shop and/or any property owned by SUPPLIE or subcontractor where any portion of the work will be performed. Any service or work performed by Supplier that must be performed to comply with the requisition requirements, or the contract, to procure, design, manufacture, and delivery of the work.  Industry Codes, Standards, Guides, and Recommended Practices referenced herein. Meaning the latest issue or edition in force at the er of SUPPLIER response validity date or the contract date.  Supplier  At response stage: any entity invited to provide a quotation for the equipment and/or any sub-contractors thereto.  At Purchase stage: any entity contracted for the supply of the equipmer and/or any sub-contractors thereto.  In all cases Supplier is responsible for performance of all Work and will the single point of contact for all Work-related issues. Neither Purchase nor Owner will receive information from or respond directly to sub-Suppliers.  Work  Any material or item or service listed in the requisition or contract as be in the Supplier's Scope of Supply  NFPA  National Fire Protection Association  ASME  American Petroleum Institute  NACE  National Association of Corrosion Engineers  CFR  Code of Federal Regulations	Term	Definitions	
Owner Facility Supplier or subcontractor shop and/or any property owned by SUPPLIE or subcontractor where any portion of the work will be performed.  Services Any service or work performed by Supplier that must be performed to comply with the requisition requirements, or the contract, to procure, design, manufacture, and delivery of the work.  Standards Industry Codes, Standards, Guides, and Recommended Practices referenced herein. Meaning the latest issue or edition in force at the end of SUPPLIER response validity date or the contract date.  Supplier At response stage: any entity invited to provide a quotation for the equipment and/or any sub-contractors thereto.  At Purchase stage: any entity contracted for the supply of the equipment and/or any sub-contractors thereto.  In all cases Supplier is responsible for performance of all Work and will the single point of contact for all Work-related issues. Neither Purchase nor Owner will receive information from or respond directly to sub-Suppliers.  Work Any material or item or service listed in the requisition or contract as be in the Supplier's Scope of Supply  NFPA National Fire Protection Association  ASME American Society of Mechanical Engineers  API American Petroleum Institute  NACE National Association of Corrosion Engineers  CFR Code of Federal Regulations		CA	
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Services		-	
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Suppliers.  Work Any material or item or service listed in the requisition or contract as be in the Supplier's Scope of Supply  NFPA National Fire Protection Association  ASME American Society of Mechanical Engineers  API American Petroleum Institute  NACE National Association of Corrosion Engineers  CFR Code of Federal Regulations			<del>-</del> •
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API American Petroleum Institute  NACE National Association of Corrosion Engineers  CFR Code of Federal Regulations		NFPA	National Fire Protection Association
NACE National Association of Corrosion Engineers CFR Code of Federal Regulations		ASME	American Society of Mechanical Engineers
CFR Code of Federal Regulations		API	American Petroleum Institute
		NACE	National Association of Corrosion Engineers
UDI Ludraulia Dowar Unit		CFR	Code of Federal Regulations
HPO Hydraulic Power Offic		HPU	Hydraulic Power Unit

Most stringent requirement applies unless specified otherwise in writing by Purchaser and

Exhibit A0

Owner.

Specifications

1722

1723 1724

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# **EXHIBIT A0**Specifications

1725		pecifications listed below or la	test edition available of the specifications shall govern all
1726	work.		
1727	Гусск	ot where required by the CCD	a Letter of Compliance shall be provided by the Cumplian
1728 1729			a Letter of Compliance shall be provided by the Supplier
		•	t in accordance with the latest publications of the following
1730		<u> </u>	s as of the date of this specification. Unless required by
1731	trie C	FR, Classification Certificates	•
1732 1733		Number ASME B31.1	Title  Power Piping
			Process Pining
1734		_ASME B31.3	Process Piping Specification for Offshore Pedestal mounted Cropps
1735		_API SPEC 2C	Specification for Offshore Pedestal-mounted Cranes
1736 1737		_ANS/AWS D1.1	Structural Welding Code-Steel
		_ABS	Rules for Building and Classing Steel Barges
1738		_ABS _Title 20 CER Root 1010	Guide for Certification of Lifting Appliances (INFO ONLY)
1739 1740		_Title 29 CFR Part 1919	Labor, Gear Certification
		_ Title 29 CFR Part 1919	Labor, Safety and Health Regulations for Construction
1741		_Title 46 CFR Subchapter F	Shipping, Marine Engineering  Protection of Environment, Air Pollution Controls
1742 1743		_Title 40 CFR Subchapter U	Protection of Environment, Air Pollution Controls
1743 1744		California Pogulation 1610 3	(EPA Tier IV)  Floating Cranes /Derricks and Land Cranes/Derricks on
1744 1745		_ California Regulation 1619.3	Floating Cranes /Derricks and Land Cranes/Derricks on Barges
1746	3	LIMIT OF SUPPLY	Buiges
1747			ional to those listed in this section, required for Supplier to
1748		<del>-</del> • • •	d process guaranty shall be clearly indicated in writing in
1749		•	y in Supplier's quotation. The Supplier shall include in their
1750			rices and scope of work shown below.
1751		•	·
1752	3.1	<b>DEFINITION OF SUPPLIER</b>	SERVICES
1753	This s	specification and the document	ts listed in the requisition shall cover the following services:
1754		Process Guaranty and Mech	anical Guaranty
1755		All required engineering and	design work to include process, mechanical, structural,
1756		materials, corrosion, foundati	on, installation, lifting, transportation, Health-Safety-
1757		<b>Environment-Human Factors</b>	, maintainability, operation, instrumentation, control, and
1758		electrical, procurement, recei	ving, storage, securing, and insuring of all material for
1759		fabrication of the work, include	ling all expendables, material handling provisions as
1760		required by the contract docu	iments.
1761		Any required interface meetir	ngs or communication, and documentation, and submission
1762		_ ,	tory / Regulatory Acceptance and CA acceptance as
1763		required.	
1764		_ All required services to perfo	rm the work in any of Supplier's or subcontractor's facilities
1765		including transport within the	facility, and loading and securing the work onto Supplier-
1766		furnished transport	

\_\_\_\_ Warranty Period

1767



3.2

**SCOPE OF SUPPLY** 

1768 1769

1709	3.2 SCOPE OF SOFFEE		
1770	One (1) independent, completed, fully function	al, pedestal or ki	ngpost-mounted marine
1771	crane shall be supplied consisting of all major e	equipment, bulks	s, structural steel,
1772	services, and accessories as defined herein ar	nd/or on specifica	ations, including, but not
1773	limited to the items shown on this requisition Se	cope of Supply d	locument. Owner has
1774	provided scope limitations for the system as ed	lge of pedestal fo	or additional utilities.
1775	Crane shall be designed to API Specification 2		
1776	requirements of this specification. Scope of sup		
1777	items listed below:		
1778	ITEM NO. DESCRIPTION	UNIT	QTY
1779	1 Crane	Each	1
1780	2 Diesel engine / HPU	Each	1
1781	3 Pedestal or Kingpost complete	Each	1
1782	with bevel for welding to barge		
1783	structure		
1784	4 Lifting arrangements for crane	Lot	1
1785	5 Inspection and Testing in accordance	Lot	1
1786	with Purchaser/Owner approved		
1787	Inspection and Test Plan		
1788	6 Failure mode analysis	Lot	1
1789	7 Calculations as required by API 2C	Lot	1
1790	8 Bearing calculations as required by API 2C	Lot	1
1791	9 Spare Parts – Commissioning and Startup	Lot	1
1792	as required		
1793	10 Spare Parts – 2 years operation (OPTION)	Lot	1
1794	11 Special Tools	Lot	1
1795	12 Preservation and preparation for shipment	Lot	1
1796	13 Load out and load out appurtenances	Lot	1
1797	(shackles, slings, padeyes etc.)		
1798	14 Freight (Free Carrier (FCA) or as agreed)	Lot	1
1799	15 Supplier Data	Lot	1
1800	16 Commissioning Services (OPTION)	Lot	1
1801	17 Training Services (OPTION)	Lot	1
1802	18 Warranty	Lot	1
1803	19 Maintenance and Operating Manuals,	4 Hard,	1
1804	Data Books	1 electronic	
1805	Note:		
1806	The following certificates shall be provided with the cr	ane:	
1807	EPA Tier 4 certificate of conformity		
1808	API Monogram (API 2C)		
1809	Test Certificates shall be provided for the follow	ving:	
1810	Hooks, shackles, rings	5	
<del>.</del>			



### **EXHIBIT A0 Specifications**

1811		Blocks
1812		Ropes
1813		Winches
1814		
1815	3.3	SYSTEMS/ ASSEMBLIES CHARACTERISTICS AND SCOPE
1816	Crane	e shall, as a minimum, meet the following requirements:
1817		Boom length max 150 ft
1818		Dynamic Rating based API values including vessel motions
1819		Dual main hoists each with the following capacities:
1820		Main Hoists – Min 132 kips @ 25 ft deck/barge lift – Structural Design Condition
1821		Main Hoists – Min 46 kips @ 60 ft deck/barge lift – Design Lift
1822		Whip (Aux) Hoist – Min 20 kips @ all radiuses
1823		Aux Hoist shall be suitable for personnel lifts: 150 ft/minute
1824		Pile Hammer Hose handling hoist to lift approximately 4000 lb (single part) from sheave
1825		on the boom located approximately 50 ft from heel pin
1826		Hook travel 20 ft below top of pedestal flange/adapter
1827		Anti two-block system for main and aux hoists
1828		Primary Main Hoist - Power lowering with free falling capability and lockout device for
1829		free falling.
1830		Secondary Main & Auxiliary Hoists - Power lowering (no free-falling) by automatic fail-
1831		safe brake.
1832	Cond	itions for the above capacity as per below or Regulations (most stringent requirements to
1833	apply	):
1834		One-Minute Wind speed: 40 knots
1835		_ Significant wave height: approx. 1.5 ft at 4 sec
1836		Relative velocity of cargo deck at pick point to crane boom point: 1.2 ft/sec
1837		_ Barge Trim: +/- 3 deg
1838		_Barge Heel: +/- 5 deg
1839		Off-lead and side lead: 5-degree off-lead and 3-degree side-lead
1840		_ Slewing capacity: Crane shall be operable at a maximum trim/heel with light load
1841		(Supplier to advise allowable load). At 5 deg heel or trim, crane shall be able to slew
1842		with 80-kip load at 60 ft radius.
1843		_ The individual assemblies, system requirements are as described below:
1844		
1845	3.3.1	Hydraulic Diesel-Driven Power Unit
1846		
1847	Hydra	aulic Diesel Driven Power Unit shall meet the following
1848		
1849	3.3.1	
1850		Self-Contained diesel driven unit mounted on crane. Engine brand to be presented in
1851		response
1852		_Engine to be certified to meet current EPA Tier 4 emissions regulations

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1853		Engine shall run on Renewable diesel fuel meeting the requirements of ASTM D975
1854		Grade No. 2D S15
1855		_Engine to have weather protection enclosure
1856		Engine shall have sufficient power to perform all primary crane motions at the same
1857		time (hoist, boom up, and slew), but not necessarily at maximum load simultaneously.
1858		_Engine shall be equipped with the following:
1859		Radiator cooling system with antifreeze coolant.
1860		Spark arresting muffler
1861		_Local Starter Button and Emergency Stop
1862		_ Thermal Insulated exhaust system components as necessary
1863		_Tachometer and hour-meter.
1864		Outdoor air cleaner.
1865		_Cab mounted gauges for water temperature and oil pressure.
1866		Cab mounted controls for engine shutdown.
1867		_Electric starter with cab mounted push button and DC Volt gauge.
1868		Batteries with Marine Battery Charger
1869		Automatic engine shutdown on over-speed.
1870		316L Stainless Steel Fuel Tank with filler cap, clean out hatch, and drain valve.
1871		·
1872	3.3.1.	2 Hydraulic oil system
1873	The s	ystem shall have the following specifications and characteristics:
1874		Supplier to select pumps (i.e., variable vs fixed displacement) based on Intermediate
1875		Duty and longevity required.
1876		Air to oil hydraulic fluid heat exchanger shall be mounted in front of the diesel engine
1877		radiator.
1878		10 Micron nominal return line filtration to be fitted on the Oil Conditioning circuit.
1879		10 Micron nominal pressure line filtration to be fitted for the Control circuit
1880		10 Micron nominal pressure line filtration to be fitted for the Slew circuit
1881		Separate High-Pressure Filters to be fitted downstream of the main/auxiliary and boom
1882		pumps with 10-micron elements. In the event of hydraulic pump failure, the filters will
1883		collect and remove contaminants before they enter the system.
1884		Individual pressure gauges for load, luff, and slew circuits.
1885		316 Stainless Steel Hydraulic Reservoir to be located to supply positive suction head
1886		pressure to the pumps at all times. The tank is equipped with filler cap, drain valves,
1887		100 mesh suction strainers, return line diffuser, and clean out hatch.
1888		Drip pans or enclosures around hydraulic components to be fitted.
1889		
1890	3.3.2	Machinery Enclosure
1891		A machinery enclosure shall be supplied that forms an integral part of the crane on the
1892		Revolving Superstructure and encloses the Prime Mover, Heat Exchanger, Hydraulic
1893		Pumps, Valves, Filters, and Reservoir. This enclosure shall be constructed from heavy
1894		steel plate, 100% seal welded and equipped with solid steel floor. The following shall be
1895		fitted in the space as a minimum:



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1896		_ Air Exhaust Louvers provide access to the Heat Exchanger and Engine Radiator.
1897		Oil Pressure Activated Exhaust Louvers normally closed, open by means of positive
1898		engine oil pressure
1899		Access to Boom Walkways with handrails.
1900		Drip Pans around/under Prime Mover and Hydraulic Components.
1901		Lockable Swinging Access Doors to access all components easily
1902		Acoustic Insulation provided on the interior walls of the Machinery Enclosure as needed
1903		to reduce the Operators Cabin noise level to 80 dBA or less at full speed.
1904		Dry Chemical Extinguishing System for Engine house includes manually operated
1905		release, located on the outside of the engine house, tanks and piping for system.
1906		
1907	3.3.3	Hoist System
1908		ollowing equipment shall be provided:
1909		Two Main Hoist winches, each with single drive motor, hydraulic dynamic braking and
1910		spring applied "Fail Safe" static external contracting spring applied Drum Brake. Hoists
1911		shall be "cascaded" i.e., one (primary main) shall have sheaves located at the nominal
1912		boom tip, and sheaves for the second hoist shall be located inboard a sufficient distance
1913		to avoid clashing of the hoist blocks during lifting operations. The primary main hoist
1914		winch shall have free falling capability and be fitted with a lockout device for the free-
1915		falling function.
1916		Auxiliary Hoist winch with single drive motor, hydraulic dynamic braking and spring
1917		applied "Fail Safe" static external contracting spring applied Drum Brake.
1918		Hose Hoist winch with single drive motor, hydraulic dynamic braking and spring applied
1919		"Fail Safe" static external contracting spring applied Drum Brake, 4-kip nominal capacity
1920		on 1 fall of approximately ½-inch diameter galvanized wire rope.
1921		_All wire rope shall be of the same diameter and specification if possible.
1922		Auxiliary Hoist shall be certified for Personnel Handling.
1923		- ,
1924	3.3.4	Boom
1925		136 ft (nominal) Bolt-connected, Tubular Chord, Lattice Boom shall be provided with
1926		bolt on Fast Line Extension, Spring Loaded Boom Stops and mechanical pendulum type
1927		Radius Indicator.
1928		High and low angle, non-overridable, boom hoist kick-out device shall be fitted to permit
1929		reduction of the minimum operating radius.
1930		Boom tip access to be installed, consisting of a walkway either along the side of the
1931		boom or along the top of the boom, accessible from the side of the crane. Access shall
1932		be provided to the boom tip from which servicing of all the boom tip machinery such as
1933		Sheaves, Main Block, Auxiliary Hook, Boom Lights, and SLI sensors can take place.
1934		The walkway and platforms shall include fiberglass grating. Grating to have non-skid
1935		walking surface and of UV resistant composition.
1936		_ Walkways, Ladders, Access Platforms, Railings and Toe Boards to be fitted in
1937		accordance with API Spec 2C, latest edition requirements.

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1939	3.3.5	Slew Drive System
1940		Spur Gear Slewing drive, consisting of multiple pinions driving against a stationary
1941		external gear fixed to the Pedestal or Kingpost. Fixed displacement hydraulic motors
1942		driving the pinions through planetary speed reducers shall be provided.
1943		_Each speed reducer shall be equipped with Manually Operated spring-applied pressure-
1944		released Parking Brake.
1945		_Each pinion drive shall be equipped with a slew guard.
1946		
1947	3.3.6	Slew Bearing/Pedestal (option)
1948		If crane has slew bearing on a fixed pedestal, a steel tubular pedestal with pre-
1949		machined and drilled flange for the slew bearing ring shall be provided and shipped
1950		separately. The Pedestal shall include the following;
1951		Lower edge of pedestal pipe to be prepared for welding to the barge structure that will
1952		be provided by barge fabricator. The lower edge of the pedestal pipe shall be beveled
1953		45 degrees with a 1/8" nose.
1954		Pedestal height to be 7'-10" to top of flange, putting heel pin of boom at approximately
1955		12'-6" above the deck. Pedestal tubular at bottom to be 94-inch OD with 1.5-inch wall.
1956		Note: top of barge pedestal stub is 4'-2" above the deck.
1957		_Weathertight Man Way for internal access and maintenance
1958		
1959	3.3.7	
1960		_ If crane has fixed kingpost, complete kingpost shall be provided and shipped separately
1961		with nonmetallic upper and lower bearing assemblies. King post shall include the
1962		following;
1963		Lower edge of pedestal pipe to be prepared for welding to the barge structure that will
1964		be provided by barge fabricator. The lower edge of the pedestal pipe shall be beveled
1965		45 degrees with a 1/8" nose.
1966		Pedestal length to be 7'-10", putting heel pin of boom at approximately 12'-6" above the
1967		deck. Pedestal tubular to be 94-inch OD with 1.5-inch wall. Note: top of barge
1968		pedestal stub is 4'-2" above the deck.
1969		_Weathertight Manway for internal access and maintenance
1970		
1971		Operator's Cab
1972	The o	perator's cab shall be mounted on vibration isolators, and equipped as follows:
1973		Fully sound insulated on walls and roof with sound and vibration absorbent floor mats.
1974		Operators Cabin noise level to be reduced to 80 dBA or less with crane machinery at
1975		full speed.
1976		Tempered Safety Glass Windows as required to provide high visibility ahead and to the
1977		sides:
1978		opening side windows
1979		_High Visibility, Fixed front window
1980		Fixed floor window, protected by removable floor grating.
1981		Fixed forward sloping roof window.

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1982	Two fixed front quarter panel windows.
1983	Door with fixed window. Door shall be lockable.
1984	Stainless steel, wall mounted console with:
1985	Engine start control
1986	Engine electric start control
1987	Engine stop control
1988	Engine emergency stop control
1989	Hydraulic pressure gages
1990	Hydraulic oil level gage with alarm
1991	Engine tachometer
1992	Engine oil pressure gage
1993	Engine coolant temperature
1994	Windshield wipers operator
1995	Slew Parking Brake operator
1996	Emergency control disengage
1997	Air pressure gage
1998	Air horn operator
1999	Wind Speed and direction readout
2000	Load Rating Load Chart
2001	Fully adjustable low back operators chair with integral armrest mounted "joystick"
2002	controls for primary crane motions conforming to API 2C, Paragraph 10.1.4.2. Joystick
2003	function and arrangement to be provided with response. Controls include:
2004	Crane slewing (left joystick)
2005	Aux Hoist (left joystick)
2006	Boom raise/Lower (right joystick)
2007	Main Hoist No. 1 (right joystick)
2008	Main Hoist No. 2 (separate lever)
2009	Hose Hoist (separate lever)
2010	Foot pedal for Engine Speed Control.
2011	Foot operated emergency shut down for the hydraulic system
2012	
2013	3.3.9 Communications
2014	The following shall be procured and installed in the operator's cab:
2015	Warning horn with control in the operator's console
2016	VHF marine transceiver inside the cabin.
2017	Loud hailer microphone and speaker.
2018	
2019	3.3.10 Safety Devices
2020	The following shall be provided on the crane:
2021	Hoist Safety Device shall be supplied with Recording Safe Load Indicator for both Main
2022	and the Auxiliary lines. The display shall be backlit, for night operation and shall show
2023	on digital displays the following as a minimum:
2024	safe working load (SWL)



2064	3.4.1	Performance Criteria
2062 2063	3.4	OTHER TECHNICAL CRITERIA
2061		_ Heaten Denoster for delogging windows/ficating of cabin.
2059 2060		Vents can be positioned to defrost upper and front windows.  Heater/Defroster for defogging windows/heating of cabin.
2058		coil coatings for marine salt water, with 23,000 BTU cooling with separate defroster.
2057		Fan plus self-contained Air Conditioner unit, mounted at the rear of the cab. Unit has
2056	The fo	ollowing equipment shall also be provided and wired:
2055		needed.
2053		One cab control panel with branch circuit breakers and control circuits as
2053		3. One LED cab light fixture
2052		light fixture.
2051		Two LED light fixture in engine house and one LED external to engine house
2050		load.
2049		1. Two-high lumen LED floodlights swivel mounted along the boom to illuminate the
2048	91101	Crane electrical & lighting system, with boom mounted equipment consisting of:
2047		ng Package shall be provided, consisting of:
2045	3.3.11	Electrical System
2044		unit shall be powered by the chaire power system (i.e. at battery voltage).
2043 2044		Readout shall be located in the operator's cab where easily visible to the operator. The unit shall be powered by the crane power system (i.e. at battery voltage).
2042		units located on the top of the gantry where it can be reached for maintenance.
2041		An anemometer and wind direction indicator system shall be installed with the sensing
2040		One Fire Extinguishers to be provided in or near the cab.
2039		Emergency Master control disengage operator shall be fitted.
2038		High and low angle, non-overridable, boom hoist kick-out device shall be fitted.
2037		hoists.
2036		Positive mechanical anti-two block system shall be fitted on both main and auxiliary
2035		without the use of the crane's power unit or the assist of an external power supply.
2034		boom hoists, which when activated will allow the load to be lowered to a safe area
2033		A manual emergency load lowering system shall be provided on the main, auxiliary and
2032		change number of falls, and to activate test functions and optional features
2031		been exceeded, are incorporated into the display. Push buttons shall be provided to
2030		the preset limits, typically 95% (yellow light) & 110% (red light) of permitted load, have
2029		Visual and audible alarms shall provide a clear and continuous warning indicating that
2027		hook load as a percentage of SWL
2026		rope falls
2025		_actual load hook radius
2025		actual load



2065		Crane dynamic and static ratings shall be in accordance with API 2C. Latest edition at
2066		order shall apply unless otherwise noted.
2067		The crane and its power pack equipment shall be suitable for 2000 hours per year
2068		(intermediate duty).
2069		The auxiliary hoist shall be capable of providing a minimum hook speed of 120 ft/min
2070		with a single part line with one full layer on the drum with a maximum significant wave
2071		height = 1.5 ft.
2072		_ The Crane shall meet the Performance Criteria detailed in this specification.
2073	Suppl	lier shall provide a process guaranty for the following:
2074		_ Main Hoist (Static Load),
2075		_Aux Hoist (Static Load),
2076		_Main Hook speed
2077		_Aux Hook speed
2078		_Boom Luffing
2079		_Swing 360 degrees unlimited
2080		
2081	3.4.2	Structural Design Verification Conditions
2082		_ Structural design of the crane shall be checked against following requirement:
2083		The crane calculations shall be made for all load operations in the most adverse
2084		positions, and for wind velocity of at least 40 knots, for Crane in operation, and at least
2085		70 knots, for Crane out of operation in stowed position.
2086	2.4.2	Devices and Drive Creaters
2087 2088	3.4.3	Power and Drive Systems  The grape prime mayor shall drive via independent by draulic circuits, all the grape
2089		The crane prime mover shall drive, via independent hydraulic circuits, all the crane motions and auxiliary functions as necessary.
2009		In an emergency loss of prime mover power, the crane shall fail safe. It shall be
2090		possible to manually lower the load as required by API Spec 2C. The emergency power
2091		system shall allow the crane to be slewed to a safe position and set down the boom in
2093		the boom rest.
2094		The load hoist hydraulic system shall be designed to prevent the load lowering before
2095		rising when the joystick is moved to the raise position. The winch drums ensure correct
2096		spooling during all operating conditions including no load and high winds.
2097		opeoining an operating contained including the load and ringht winds.
2098	3.4.4	Brakes
2099		The load hoists shall have static brake systems on the winch input drive shaft.
2100		All brakes shall be arranged to automatically apply their full braking force progressively
2101		and without shock in case of power failure or a failure in the control system. This
2102		braking force shall be sufficient to stop and hold a load of 1.33 times the rated load of
2103		the crane hook under all design conditions, including wind, horizontal slide and forward
2104		loads, absolute vertical velocity of the cargo deck etc.
2105		The brakes shall be applied directly to the drum.
2106		_ The hoist drums shall be provided with a non-spark rope guard or spooling arrangement
2107		to prevent rope from sliding off.



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2108		
2109 2110	3.4.5	<b>Boom</b> A detailed procedure for change out of boom sections, considering the layout of the
2110		barge, shall be included in the Operations and Maintenance manual.
2112		The complete boom shall be painted.
2113		_ The complete boom shall be painted.
2114	4	TECHNICAL REQUIREMENTS
2115	-	The following sections are a summary of major requirements of this requisition.
2116		Supplier is required to review, become familiar with, and incorporate all requirements of
2117		requisition documents. All requirements shall apply unless an exception is granted in
2118		writing to Supplier by the Purchaser.
2119		
2120	4.1	GENERAL
2121		Equipment supplied under this requisition shall be designed for a life in excess of thirty
2122		(30) years' service life. Additionally, the equipment and components shall be subjected
2123		to "Intermediate Duty" as defined in API Spec 2C. Hydraulic pumps for crane lifting and
2124 2125		slewing functions shall be variable displacement type.  The equipment shall be designed for installation on a 150-ft by 55 ft construction barge.
2126		Supplier provided equipment shall be selected such as to reduce the amount of spares
2127		inventory the Owner must purchase.
2128		The supplier shall confirm any and all design information provided by Purchaser and
2129		Owner and, during detailed engineering, shall provide sizing calculations or selection
2130		criteria for all equipment, instruments, structures, and center of gravity for review,
2131		approval, and use by the Purchaser and Owner.
2132		
2133	4.1.1	Failure Mode Analysis
2134		The designer shall complete a detailed structural analysis and identify the critical
2135		members/ components. The analysis shall also include a failure mode analysis,
2136		analyzing the structure in the failure mode (i.e., after failure of the critical members such
2137		as structures, winches, ropes, and hooks).
2138 2139		Catastrophic overload caused by the hook being pulled away from the crane either in
2140		vertical or in horizontal direction, shall be evaluated.  The failure strength of the principal load carrying components shall be such that the
2141		consequences of a catastrophic overcapacity situation is minimized, with priority on
2142		safety of humans, equipment, and the environment. The failure strength of the principal
2143		load carrying components shall be such that the components supporting the operator's
2144		cabin are not the first to fail in any condition.
2145		The analysis shall be submitted to the Purchaser and the Owner for review and
2146		approval prior to commencement of the crane fabrication and will be used to understand
2147		reliability and consequence of failure of all crane components.

#### 4.1.2 Performance Criteria

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2150		The design of the crane structures and	l bearings shall be suitable for all cases and	
2151		continuous operation at all load ranges.		
2152		•	marily in calm water conditions with waves	
2153			predominantly in the 0.5 to 1.2 ft range at	
2154			waves during operations may reach 1.5 ft	
2155		significant height with peak spectral per	riod of 4 seconds. Note that a vessel motions	
2156		analysis is not available.		
2157		Design wind speed for the crane shall be	be 40 knots for any operating condition.	
2158		- ,		
2159	4.1.3	Measurement Unit and Language		
2160			be used for nameplates, caution plates,	
2161		instruments and drawing shall be as fol		
2162		Item	Standard	
2163		Units:	U.S. Customary Units (ft, lbs, kips, etc)	
2164		Language:	English	
2165		Caution Plate (safety signs):	English	
2166		OHSA recognized visual signs s	•	
2167		0		
2168	4.1.4	Site Conditions Data		
2169		The equipment shall be suitable for out	door installation and subjected to the ambient	
2170		site conditions and vessel operating an	d transportation loads as described in the project	
2171		specifications, unless otherwise specific	ed. This shall include all forces imposed upon	
2172		the equipment by transportation to Fabi	ricator, vessel motion during transportation to	
2173		site and while installed on barge for its	operating life.	
2174		Item	Data	
2175		Ambient Air Temperatures:	32 °F to 104°F in open areas	
2176		Humidity:	Up to 100% Relative Humidity	
2177		Atmosphere:	Salt laden, marine	
2178				
2179	4.1.5	Noise and Vibration		
2180		Noise levels shall not exceed 80 dBA ir	nside the cab when crane operating at full speed.	
2181		_ Vibration shall be minimized as far as p	racticable by design.	
2182				
2183	4.1.6	Materials		
2184			ng correct materials specifications and grades	
2185		·	for the equipment suitable for its environment,	
2186		and design conditions, including fluids h	• •	
2187			ing documentation suitable and approved by	
2188		regulatory authorities for all equipment	,	
2189		_Supplier is responsible for material han		
2190			liers' Sub-suppliers for all items provided.	
2191		Alternative materials suitable for the se	rvice shall be submitted to Purchaser and Owner	

for review and approval.

2192



2193		_ Any stainless-steel tubing used in the hydraulic systems shall be type 316 with
2194		Molybdenum (Mo) content greater than 2.5%.
2195		
2196	4.1.7	Structural
2197		_ All structural design shall be in accordance with the Supplier project specifications.
2198		Ultimately, the completed crane will be delivered directly to the barge fabrication yard,
2199		lifted onto the hull, and placed onto the barge-provided foundation extending from the
2200		deck of the hull.
2201		
2202	4.1.8	Electrical
2203		Supplier shall sub-distribute and provide distribution circuit breakers within crane cabin.
2204		Necessary disconnect switch and overload and short circuit protection shall be provided
2205		(MCCB/ MCB – Molded Cast Circuit Breaker/Miniature Circuit Breaker) for each
2206		individual consumer.
2207		
2208	4.1.9	Tagging
2209		Tag numbers shall be assigned by Supplier and shall then be followed through
2210		consistently on all Supplier drawings, documentation, and nameplates.
2211		This tagging system typically will not be applied to piping, internal electrical cabling, or
2212		equipment-specific components.
2213		
2214	4.1.10	Regulatory Compliance
2215		The vessel upon which this equipment will be installed will not be classed. However,
2216		the subject equipment shall comply with all OSHA requirements regarding equipment
2217		and personnel safety. The State of California has requirements concerning crane
2218		design, testing, certification, and operation as outlined in State of California Regulations
2219		1619 and referenced regulations. All certifications required for a new crane shall be
2220		obtained by supplier and submitted to Purchaser and Owner prior to final delivery of
2221		crane and barge.
2222		
2223	4.2	MAINTENANCE REQUIREMENTS
2224		The layout of equipment, and space, on the crane shall ensure that the maintenance
2225		activities, including the removal of all major pieces of equipment, can be carried out
2226		efficiently in the minimum of time.
2227		The layout of equipment shall permit ease of maintenance with adequate withdrawal
2228		space for components which can reasonably be expected to require removal in the
2229		lifetime of the equipment.
2230		The crane shall be fitted with all maintenance appurtenances required to allow this to be
2231		carried out.
2232		
2233	4.2.1	Access
2234		The crane shall be provided with access ladders, walkways, and all necessary
2235		handrails, to allow safe access to all parts of the crane for inspection and maintenance.
<b>1</b> 233		nanuralis, to allow sale access to all parts of the crane for inspection and maintenance.



2236 2237 2238 2239 2240		Safe access shall be provided to the gantry or king post frame (depending on crane type), boom (with handrail) including the boom head, and including access to all equipment including light fixtures. The Supplier shall provide all necessary access platforms and an access ladder, with safety hoops. There shall be a safe means of access to the boom.
2241 2242 2243		_ Each item of mechanical handling equipment shall allow safe access to all parts for inspection and maintenance purposes.
2244	4.2.2	Safety Devices
2245		Safety devices shall not be dependent on air or electrical power except the crane
2246		monitor system.
2247		The crane shall also be fitted with a Safe Load Indicator with a recording facility to
2248		provide the lifting history of the crane (programmed PLC (programable logic controller)
2249		function, retrievable).
2250		The systems shall be simple, easy to maintain, and provide the crane operator with a
2251		status indication in the cab that they are fully operational.
2252		Floodlighting is required to illuminate the load throughout the entire operating envelope
2253		of the crane. Lighting is required for all access ways, ladders and working maintenance
2254		areas, this shall be combined with emergency lighting to ensure that personnel have
2255		sufficient light to exit from any area of the crane onto the main barge deck.
2256		An anemometer and wind direction indicator system shall be installed with the sensing
2257		units located on the top of the gantry where it can be reached for maintenance.
2258		Readout shall be located in the operator's cab where easily visible to the operator. The
2259		unit shall be powered by the crane power system (i.e. at battery voltage).
2260		_ Electrical isolators for Electrical cabinets shall be provided, if applicable.
2261		
2262	4.2.3	Ring or Kingpost Bearing
2263		_ Depending on the kind of crane, i.e. pedestal with ring bearing, or kingpost with upper
2264		and lower bearings, procedures and necessary equipment regarding following items 1-4
2265		shall be provided:
2266		1 Replacement of bearing (ref para 3.3.6 or 3.3.7 as appropriate)
2267		2 Bearing wear test.
2268		3 Taking of grease samples.
2269		4 Alignment check and adjustment of slew pinion and gear.
2270		
2271	4.3	FABRICATION AND ASSEMBLY
2272		_ Equipment shall be completely fabricated, painted, assembled, inspected, and function
2273		tested in Supplier facility.
2274		
2275	4.3.1	Quality Assurance / Quality Control
2276		_ The Purchaser and the Owner will ensure all purchased products conform to specified
2277		purchase order requirements by establishing and implementing any necessary source
2278		inspections or other activities. When source inspections are required, Purchaser's (and



# **EXHIBIT A0**Specifications

2279		possibly Owner's) inspector(s) will conduct activities based on the Purchaser/Owner-
2280		approved Supplier Inspection and Test Plan (ITP). The Supplier must identify the critical
2281		inspection activities and present these in their Supplier Inspection and Test Plan. The
2282		product will not be allowed to ship until the inspector(s) issues an Inspection Release
2283		Certificate.
2284		Purchaser's and Owner's QA/QC contact information will be provided at the Supplier
2285		kick-off meeting.
2286		The SUPPLIER shall perform work in compliance with ISO 9001 Guidelines.
2287		· '
2288	4.3.2	Materials
2289		Supplier shall furnish new and unused materials, including CA required documentation,
2290		as required. Materials shall be free from manufacturing defects.
2291		·
2292	4.3.3	Electrical
2293		The Supplier shall pre-wire all instruments and utility supplies to junction boxes
2294		mounted on the crane. The Supplier shall include cabling, cable trays of SS 316L,
2295		glanding, labeling, terminating, and testing all terminations.
2296		
2297	4.3.3.	1 General
2298		All recommended practices of ABS, USCG, and IEEE-45-2002 Recommended Practice
2299		for Electric Installations on Shipboard are deemed requirements of this Specification.
2300		All work shall conform to the latest U.S. Coast Guard and ABS Rules.
2301		All required equipment shall be Contractor furnished and installed.
2302		The Contractor shall provide vendor data of all Contractor-furnished equipment in the
2303		Data Book described in Section 4.4, Crane Documentation.
2304		
2305	4.3.3.	2 Cable & Cable Installation
2306		Cables shall be installed in Cableways in compliance with ABS, USCG, and other
2307		applicable Regulatory Body Requirements.
2308		Electrical cables shall meet ABS requirements, including flammability and bunched
2309		flammability criteria. Power cables shall have a 90°C operating temperature. All cables
2310		shall be properly selected for their intended purpose. Cables shall be run as directly as
2311		practicable, consistent with adequate ventilation of the cable wire ways, and with due
2312		care in the avoidance of hazardous or otherwise undesirable locations.
2313		Cables, insofar as practicable, shall not be installed in locations exposed to weather.
2314		Cables for weather deck mounted fixtures and equipment shall be installed on the inside
2315		surface of house structures supporting such fixtures and equipment.
2316		Cabling shall be neatly formed and installed in a workmanlike manner, giving particular
2317		attention to appearance.
2318		All cables shall be continuous between outlet boxes, connection boxes, switchboards,
2319		panel boards, etc. They shall enter the box and shall be secured by a clamp or
2320		connector to assure a good electrical connection between the cable armor, where fitted,

Exhibit A0 Specifications

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2321	and the box and wiring device, or the cable armor may be electrically connected to the
2322	enclosure by means of a suitable clamp or strap.
2323	Cable entry into electrical equipment in exposed areas shall generally be from below
2324	unless otherwise noted. At specific locations, where cable entry from below is
2325	impractical, cable entry from another direction shall be the subject of approval by the
2326	Purchaser and Owner.
2327	Control and monitoring cables to sensors, remote distribution panels, or to main
2328	processors, shall be segregated from power and lighting cables by at least 50 mm, or as
2329	otherwise approved by the Purchaser and Owner.
2330	Cable splicing shall not be allowed unless specified for a particular piece of equipment.
2331	Where required, the splice shall meet the ABS requirements in 4-8-3/9.19 and 4-8-
2332	4/21.23. The splice shall stagger the connections of each conductor. The splice kit
2333	shall provide for a watertight connection that incorporates crimped conductor
2334	connections, epoxy resin, and heat shrink jackets. Taping is not an acceptable
2335	alternative.
2336	Where cables pass through areas where they may be damaged, they shall be protected
2337	by stainless steel pipe or other Owner-approved conduit.
2338	Any damage to the cable outer jacket that occurs during cable installation shall be
2339	repaired by using a repair kit specifically designed for such purpose. Taping the cable
2340	jacket will not be acceptable. Where installation damage affects the conductor or
2341	conductor insulation, the entire cable shall be replaced.
2342	Connection of ship's cables by twisting together and taping is strictly prohibited.
2343	Removing strands from wire to fit a smaller lug is also prohibited.
2344	Where cables are oversized to suit voltage drop conditions and cannot easily be
2345	connected to light fixtures or convenience outlets, a jumper wire of smaller size can be
2346	used to connect the fixture or outlet to the larger cables to the fixture. The jumper must
2347	be lugged on both ends and made with a bolted splice inside of the fixture or outlet
2348	enclosure. The jumper wire must be sized to be adequately protected by the circuit
2349	breaker feeding the oversized cable.
2350	A single layer of cables shall rest on one hanger except that a second layer of smaller
2351	cables may be installed to fill in between larger cables to facilitate strapping of cables. If
2352	an additional layer of cables is required, it shall be supported on a second hanger
2353	bracketed a sufficient distance from the first to permit painting and inspection.
2354	practice a camelonic dictarios from the first to permit painting and inoposition.
2355	4.3.3.3 Cableway & Penetrations
2356	Where cables pass through non-watertight non-gastight bulkheads, decks, or platforms,
2357	the openings shall be fitted with collars which extend at least 100 mm (6") above/below
2358	platforms and decks, and at least 50 mm from the surface of each side of bulkheads. If
2359	cables are to lay against the collar, a rubber or other softener shall be placed between
2360	the cables and the collar to prevent chafing.
2361	Cable supports shall be spaced not more than 300 mm (12") on horizontal and 500 mm
2362	(20") on vertical runs
<del>-</del>	



2363		Steel hanger or flat bar not less than 5 mm (1/4") thick with corrosion resistant finish
2364		shall be used for all cable hanger material. Painting shall be acceptable as a corrosion
2365		resistant material for interior locations. Stainless steel shall be used for weather deck
2366		and other wet locations. Bolts, nuts, and washers are to be cadmium plated for interior
2367		use and are to be stainless steel or bronze for exterior use.
2368		Attachments to watertight bulkheads or decks by means of rivets or bolts penetrating
2369		the bulkhead or deck is not permitted. Studs or steel framing welded to the bulkhead or
2370		deck shall be used for mounting supports.
2371		_ Horizontal cableways on deck shall be protected over their entire length by a removable
2372		steel cover at least 5mm thick to protect against damage.
2373		Local runs of cable between cableways and devices may be supported by weld stud
2374		hangers or minimum 1" wide flat bar, with maximum spacing of 500 mm (20") between
2375		supports.
2376		_ Cables shall be strapped with stainless steel band straps at least 12 mm (1/2") wide to
2377		every fourth hanger on horizontal runs and every hanger on vertical or bulkhead runs.
2378		Where cables are supported by the strapping, they shall be strapped on every hanger.
2379		
2380	4.3.4	Nameplates and Labels
2381		_ Nameplates shall be of 316 stainless steel, plastic (flame-retardant material) or bronze,
2382		and information shall be etched or embossed.
2383		_ Nameplate shall be mounted on equipment in a visible location.
2384		_ All equipment, instruments, and controls shall be provided with a label plate identifying
2385		the system to which the item belongs, its tag number and any other pertinent
2386		operational data.
2387		_ Label plates shall be engraved, 3-laminate, colored plastic.
2388		Non-corrosive methods shall be used to identify all components permanently and
2389		clearly.
2390		Nameplates shall be permanently mounted on the unit in an accessible location using
2391		stainless steel pins.
2392		_ All nameplate details shall be shown on drawings and submitted for Purchaser and
2393		Owner review and comment.
2394		_ Major equipment components – including any and all electric motors, pumps, and
2395		engines - shall have a permanently attached, engraved, or stamped nameplate with the
2396		following information:
2397		_ Name of fabricator
2398		Date of manufacture
2399		Fabricator's serial number
2400		Item tag number
2401		Unit capacity
2402		
2403	4.3.5	Assembly
2404		_ Unit shall be, as far as practicable provided fully assembled. Any disassembly required
2405		for shipping shall be performed in Supplier's shop. Supplier shall include an option to



2406		provide field labor and materials for re-assembly at Purchaser's facility in Supplier
2407		Scope of Supply as a line-item option.
2408		No threaded connections shall be allowed in fuel service.
2409		
2410	4.3.6	Coatings and Corrosion Protection
2411		_ Supplier shall propose and submit an offshore coating system suitable for a marine,
2412		salt-laden environment. Purchaser and Owner shall either agree to Supplier's proposal
2413		or provide a counter proposal of a system.
2414		_ All Major buyout items, such as the prime mover, pumps, valves, etc. contained within
2415		the machinery enclosure shall retain their factory OEM coatings.
2416		_ The final paint color for the external parts of the crane including the cab, frame, gantry,
2417		boom, machinery enclosure, handrails, and other parts visible from the side and below
2418		shall be "Port Blue" per the following description:
2419		Port Blue: per PPG 1/48 point scale 96 line colorant:
2420		1. Thalo Green 8 -1/2 ounces per 5 gallons ( D )
2421		2. Thalo Blue 16 -3/4 ounces per 5 gallons (E)
2422		3. Raw Umber ¼ ounce per 5 gallons ( L )
2423		4. Titanium White 9 ounces per 5 gallons ( W )
2424		_ The pedestal shall be gray (Purchaser to provide RAL No.) to match the barge stub.
2425		
2426	4.3.7	Inspection and Testing
2427		Supplier shall present their standard inspection / testing plan (ITP) with the quotation.
2428		The equipment shall be fully assembled and tested by Supplier prior to shipment. Dry
2429		Instrument Air (Free of oil and moisture) shall be used for testing of instrumentation
2430		requiring gas or air.
2431		This equipment shall be supplied with manufacturing and testing survey reports signed
2432		by Purchaser (and Owner if present).
2433		The crane test procedure shall be submitted to Purchaser and Owner for approval.
2434		The test schedule shall be notified to Purchaser and Owner at least one month in
2435		advance.
2436		Inspection and test record shall be submitted at equipment delivery. The record will
2437		cover all inspection and testing performed including
2438		Structure material and welding
2439		Piping material and valve & fitting
2440		Electrical and Instrumentation
2441		Function test of fully assembled crane
2442		Load test.
2443		Each item of the mechanical handling equipment shall be fully tested at the Supplier's
2444		works.
2445		THE FOLLOWING ADDITIONAL NDE (Non Destructive Examination) REQUIREMENTS
0440		
2446		SHALL APPLY:
2446 2447		· · · · · · · · · · · · · · · · · · ·



# **EXHIBIT A0**Specifications

2449		ii) All welds to be 100% visually inspected and 100% Magnetic Particle inspected. Full
2450		penetration and Butt welds will also be subjected to 100% volumetric NDE by either
2451		ultrasonic or radiography. All areas under lifting points shall be subject to 100%
2452		ultrasonic inspection before welding on the attachment to ensure area is free from
2453		subsurface laminations, followed by Ultrasonic Testing (UT) inspection to verify weld
2454		quality.
2455		iii) The acceptance criteria for NDE shall be in accordance with American Welding
2456		Society (AWS) D1.1 Table 6.1 for Visual and Magnetic Particle Inspection. For
2457		Volumetric examination by either Ultrasonic or Radiography the acceptance criteria
2458		shall be AWS D1.1 Sections 6.13.2 and 6.12.1 respectively.
2459		Crane, hoists, wire ropes, hooks, shall be proof load tested and certified.
2460		
2461	4.3.8	Preparation for shipment
2462		_ Unless otherwise approved in writing by Purchaser and Owner, no work which requires
2463		inspection and testing may be shipped until the work has been inspected, tested and
2464		Purchaser and Owner have issued a signed Inspection Release Certificate (IRC) to
2465		Supplier. If CA survey is required, this equipment may not be shipped until CA has
2466		issued a survey report or has signed a letter stating that: they intend to issue a survey
2467		report and shipping may be allowed.
2468		Supplier shall provide the work FOB or other mutually agreed shipping terms from
2469		Supplier's facility to Fabricator's facility, domestic packed, loaded and secured onto
2470		Supplier's supplied transport in accordance with contract procedures and specifications.
2471		_ The Supplier shall be responsible for the loading and securing and transport of the
2472		equipment to Purchaser's facility.
2473		_ Screwed connections shall be protected with threaded steel plugs or caps.
2474		_ All machined surfaces and threaded connections subject to corrosion from atmospheric
2475		conditions shall be protected by coating with a rust prevention product.
2476		_ Coupling spacers shall be removed, boxed (complete with bolts), and shipped inside the
2477		skid package.
2478		_ Any openings in piping, flanges, and fittings, junction boxes, panels, and conduit shall
2479		be blanked off (airtight) and protected with wood or steel covers. Covers shall be
2480		attached by bolting or threading.
2481		_ All instruments, controls, and other items that are susceptible to damage during
2482		shipment shall be removed, crated in waterproof boxes, and securely strapped to the
2483		skid.
2484		One set of installation, operating and maintenance instructions and preservation
2485		procedures shall be included with the equipment at the time of shipment.
2486		_ Supplier shall submit equipment preservation procedures to Purchaser and Owner, for
2487		review and approval, at least two (2) months prior to shipment.
2488		_ Equipment shall be prepared for outdoor storage per Purchaser and Owner approved
2489		procedures. The duration of storage shall be as per contract, default minimum shall be
2490		12 months.

Exhibit A0 Specifications

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# **EXHIBIT A0**Specifications

2492	4.3.9	
2493 2494		_ If the equipment is designated as "Heavy Lift" or if this requisition is for heavy lift services, supplier shall include in supplier pricing to provide the Load out Option 2:
2495		using crawler crane
2496		Supplier shall provide all calculations required for lift, load out, sea fastening, and
2497		transportation.
2498		_ If supplier is awarded an order, Supplier will provide the following information prior to
2499		shipment:
2500 2501		Correct crane specs and certificates  Padeye material / mill certificates, and padeye calculations
2501 2502		Padeye Non Destructive Test reports
2503		Sling and shackle certificates, and calculations
2504		_ Omig and shadke continuates, and calculations
2505	4.4	DOCUMENTATION
2506		A full set of documentation for the crane shall be assembled and submitted to the
2507		Purchaser/Owner upon delivery of the crane. This documentation shall include the full
2508		set of records for the crane fabrication and assembly and documentation covering all of
2509		the purchased fittings and equipment installed. Operating and maintenance manuals
2510		shall also be prepared and submitted as part of the documentation set. Three volumes
2511		are envisioned, 1) a data book, 2) an assembly and maintenance manual, and 3) an
2512 2513		operating manual.
2513 2514	4.4.1	Crane Fabrication and Data Documentation
2515	7.7.1	Crane documentation shall include as-built drawings with final member sizes and
2516		arrangements, final inspection reports, material certificates, weld inspection records,
2517		coating inspection records, final test reports, final weight reports, and any other relevant
2518		documentation. The Data Book shall include equipment cut sheets, dimensioned
2519		arrangement drawings, parts lists, assembly drawings, component material
2520		descriptions, securing details, and details of interfaces with the barge piping, electrical
2521		power, and structural systems for all purchased equipment and fittings. All certifications
2522		and approval documents required for individual components and for the fully assembled
2523		crane shall be included in the data books.
2524 2525	112	Assembly and Maintenance Manual
2525 2526	4.4.2	The assembly and maintenance manual to be prepared by the Supplier describing
2527		original crane assembly procedures required to assemble the crane on the barge
2528		initially, any commissioning procedures, and initial startup procedures. Maintenance
2529		procedures and intervals shall be described for each component of the crane requiring
2530		regular service. The documentation shall include original fabricators maintenance
2531		recommendations and procedures.

4.4.3 Operating Manual

25322533



# **EXHIBIT A0**Specifications

2534		_ The operating manual shall include detailed instructions, procedures, and warnings for
2535		the safe operation of the crane and for each component installed on the crane. Each
2536		function shall be described and its operating procedures detailed.
2537		
2538	4.4.4	Submittals
2539		_ Draft versions of each manual shall be submitted to the Purchaser and Owner for
2540		review and approval one month before delivery of the completed barge. The Purchaser
2541		and Owner will provide feedback two weeks prior to final acceptance testing of the
2542		crane.
2543 2544		Four hard copies and one electronic copy of each manual shall be furnished to the Owner on final acceptance of the crane.
2545		Owner on final acceptance of the chane.
2546	4.5	POST DELIVERY ITEMS
2547		
2548	4.5.1	Training
2549		_ Supplier shall specify how much training and how long that training should take for
2550		operators to become proficient in the operation and maintenance of the equipment.
2551		Supplier shall include the cost to provide training for up to five operators to become
2552		proficient on operating and maintaining Supplier Work as three line-item options. The
2553		first option shall only include for training Owner's operators at Supplier selected site
2554		(such as design or fabrication facility). The second option shall include training only in
2555		Fabricator's facility during pre-commissioning onboard the barge. The third option shall
2556		include training only at Owner's dock after barge delivered to Port of San Francisco.
2557		
2558	4.5.2	Pre-Commissioning and Commissioning Assistance
2559		Supplier shall include the cost to provide startup and commissioning assistance at
2560		Fabricator for at least one week, as a line-item option.
2561		
2562	4.5.3	Spare Parts, Special Tools and Accessories
2563		The Supplier shall submit the recommended spare parts lists (commissioning / start-up
2564		and two (2) years spares; Critical Spares shall be highlighted) with their proposal. The
2565		list shall be itemized and priced separately.
2566		_ The list of any special tools and accessories, and required operating chemicals, fluids or
2567		lubricants shall be furnished.
2568		Spare parts if furnished shall be provided in two (2) separate boxes and labeled as
2569		"Two Year Spares", and "Start Up and Commissioning Spare / Special Tools".
2570 2571		_ All spare parts and special tools shall be provided in a supplier provided painted (crane
257 i 2572		part system with name stenciled on the box) job site steel box with a padlock locking mechanism.
2572 2573		Spare parts and special tools if furnished shall be adequately protected from corrosion
2573 2574		and mechanical damage. Identification tags or labeling shall be provided on every
2574 2575		spare part and tool.
<b>_</b> J/J		spare part and tool.

Exhibit A0 Specifications

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# **EXHIBIT A0**Specifications

2577	4.5.4	Warranty / Guarantee
2578		Supplier shall guarantee the Pedestal Crane will comply with the requirements of the
2579		Contract Documents, as integrated in the City-approved final 100% design. Failure to
2580		conform to the Contract Documents, as integrated in the City-approved final 100%
2581		design shall obligate Supplier to repair or replace the equipment at their sole cost.
2582		Supplier shall warrant the work for 18 months from shipment or 12 months from
2583		commissioning, whichever is earlier. A two year extended warranty from the
2584		manufacturer shall be provided to begin at the conclusion of the original warranty
2585		period The warranty, as a minimum, shall cover all defects in and/or from: engineering,
2586		design, manufacturing, materials, corrosion protection application / performance, and
2587		preparation for shipment and packing of the Pedestal Crane. Performance requirements
2588		for the Pedestal Crane are listed in paragraph 4.3.
2589		Warranty for crane shall transfer to Owner in full on acceptance of crane after
2590		installation, commissioning and testing on the barge and final acceptance of barge from
2591		Purchaser.
2592		
2593	APPE	NDIX 1 INFORMATION TO BE SUPPLIED WITH RESPONSE
2594		
2595	Inform	nation to be supplied with response:
2596		General Arrangement of the crane
2597		Plan view of crane
2598		_Elevation view of crane
2599		Stack up Arrangements showing crane with hook block lifting 135' x 48" dia pile on
2600		barge with 3 ft draft. Two conditions shall be shown:
2601		_ Minimum hook radius with this lift – radius shall be clearly denoted
2602		hook radius of 60 ft
2603		_ Weight and Location of center of gravity of crane without boom
2604		_ Weight and Location of center of gravity of the boom only
2605		_ Manufacturer and Weights of Blocks (Main lifts) and Overhaul ball (Aux)
2606		_ Make and model of diesel engine plus Tier 4 certificate
2607		_Make and model of other major components including hydraulic pump(s) and winches
2608		Sizes, lengths, strength, and construction of wire rope for each hoist
2609		Description of hydraulic system including justification for proposed pumps considering
2610		the Intermediate Duty service and longevity required.
2611		_ Joystick controls functions and arrangement
2612		_ Make and description of the crane load monitoring system
2613		_ Make and description of anemometer/wind indicator
2614		Proposed Coating System(s) for all parts of the crane
2615		Proposed Inspection and Test Plan with major hold points identified.
2616		Recommended spare parts lists (Critical Spares shall be highlighted):
2617		_Commissioning / start-up
2618		_Two (2) years spares
2619		Recommended training Options:



### **EXHIBIT A0 Specifications**

2620 2621 2622 2623 2624 2625 2626	At Fa At Ow Perfo  Appendix 2	pplier's facility during testing bricator during testing and c vner's facility after delivery o rmance and process guaran - Supplier Data Requireme provide the following informa	ommissioning onbo f the barge itees ents	-	delivery and
2627		at delivery of the crane.	don at a minimum	with a draft prior to	delivery and
2628	Item No.	Description	With Response	For Review	Data Book
2629	item ivo.	Description	With Response	and approval	Manual
2630	1	Arrangement Drawings	X	X	X
2631		Quality Manual	<b>A</b>	X	X
2632	3	Inspection and Test Plan	X	X	
2633	3	Engineering/Procurement/		X	
2634	<u> </u>	Fabrication Schedule	Λ		
2635	5	Supplier Drawing and		Χ	
2636		Document Register			
2637	6	Installation, Operation and		Χ	Χ
2638		Maintenance Manual			
2639	7	Parts manual		Χ	Χ
2640	8	Commissioning Spare	Χ	Χ	Χ
2641		Parts Lists			
2642	9	Recommended Spare	Χ	Χ	Χ
2643		Parts Lists			
2644	10	List of Specialized Tools		X	X
2645	11	Manufacturers Catalogues			X
2646	12	Piping and Instrument		X	Χ
2647		Diagrams			
2648	13	Electrical Diagrams			
2649	14	Piping layout		X	X
2650	15	Detailed Drawings		X	X
2651	16	Technical Specification	X	X	

# EXHIBIT A-1 – General Arrangement

### GENERAL NOTES

- THIS DRAWING PRESENTS THE GENERAL ARRANGEMENT OF A CRANE BARGE FOR PERFORMING ROUTINE REPAIRS AND OTHER LIFTING WORKS ALONG THE SAN FRANCISCO WATERFRONT.
- THE BARGE IS DESIGNED TO PROVIDE STABILITY AND STRENGTH TO LIFT AND HANDLE PILES UP TO 135 FT IN LENGTH AND TO 76,000 LB AT 60 FT RADIUS FROM CRANE CL. SPUD PILES TO HOLD BARGE IN 35 KNOTS WIND AND 2 KNOTS CURRENT IN 40 FT WATER DEPTH.
- THE BARGE IS DESIGNED TO MEET THE REQUIREMENTS OF THE ABS RULES FOR BUILDING AND CLASSING STEEL BARGES, 2020, ALTHOUGH THE DESIGN WILL NOT ACTUALLY BE REVIEWED NOR APPROVED BY CLASS.
- 4. THE BARGE IS FURTHER DESIGNED TO SATISFY THE USCG STABILITY REQUIREMENTS IN 46 CFR SUBCHAPTER S.

#### ABBREVIATIONS

BLABOVE BASELINE	EXISTG EXISTING
BTABOUT	FR FRAME
HD BULKHEAD	FWD FORWARD
KT BRACKET	GDR GIRDER

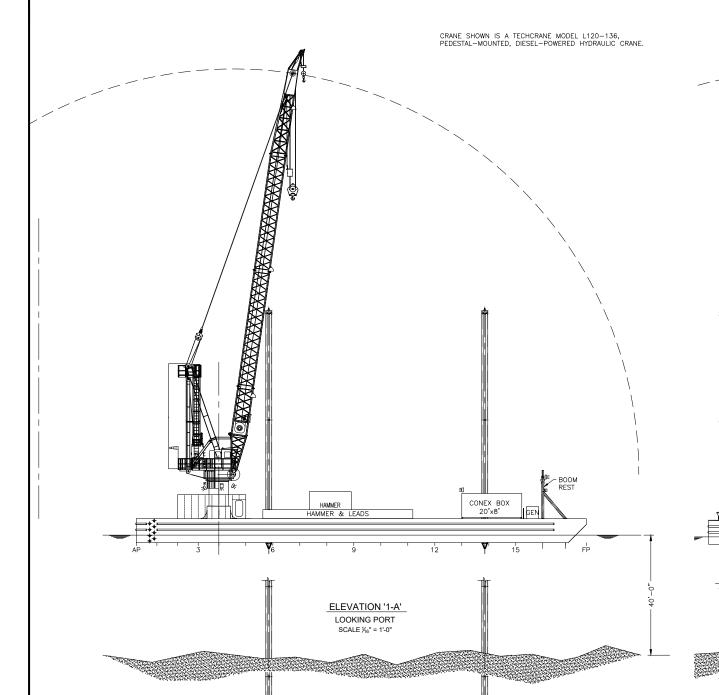
GDR GIRDER
LONGI LONGITUDINAL
NS NEAR SIDE
N&F NEAR & FAR
OPNG OPENING
OUTBD OUTBOARD
PLT PLATE
PLTG PLATING
REF REFERENCE
STD STANDARD BTM \_\_\_\_BOTTOM
CHK \_\_\_ CHOCK
CL \_\_\_\_ CENTERLINE
CLR \_\_\_ CLEAR CMG \_\_\_ COAMING
CTR \_\_\_ CENTER
DBL \_\_\_ DOUBLE
DET \_\_\_ DETAIL

STD STANDARD
T&B TOP & BOTTOM
TYP TYPICAL
WT WATERTIGHT D.O. \_\_\_\_DITTO (SAME AS)

#### DRAWING INDEX

SHT 1- PRINCIPAL PARTICULARS, GEN NOTES, ABBREVIATIONS DEPLOYED OUTBOARD PROFILE, AFT PROFILE SHT 2- STOWED OUTBOARD PROFILE, MAIN DECK ARRANGEMENT SHT 3- TANK ARRANGEMENT

#### PRINCIPAL PARTICULARS



PRELIMINARY ISSUE TO CLIENT FOR REVIEW. RJP 12/11/20 JRP PRELIMINARY ISSUE TO CLIENT FOR REVIEW. SUBDIVIDED BOW CENTER VOID TO ADD CENTER FRESH WATER BALLAST TANK PLUS TWO VOIDS, ONE EACH P & S.
 ADDED DECK HYDRAULIC PIPING. ISSUE FOR BIDDING

1. ADDED SHELL POCKET LADDERS FORE AND AFT

2. ADDED SECOND DECK HATCH TO MOST COMPARTMENTS

JRP 4/06 JRP 4/06/21 JRP RE-ISSUE FOR BIDDING

1. CORRECTED DISPLACEMENT JRP 6/13/22 JRP REVISED PER FINAL SPECIFICATION AMH 2/6/25 JRP

**REVISIONS** 

BY/DATE/APPD

DESCRIPTION

No.

### REFERENCES

No.	TITLE	DWG No.
1	STRUCTURAL SCANTLING PLAN	2018-060-01-02
2	SPUD PILE	2018-060-01-03
3	OUTFITTING	2018-060-01-04
4	MECHANICAL ARRANGEMENT	2018-060-01-05
5		



Herbert Engineering Corp.

RJP DATE: DEC 11, 2020 SCALE: AS NOTED DRWN: CHKD: JRP APPD: SAS ACADFILE: 180600101-3 PROJECT FILE: 2018-060-01 PLOTSCALE: 1:2 ON ANSI E



SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

**CRANE BARGE** 

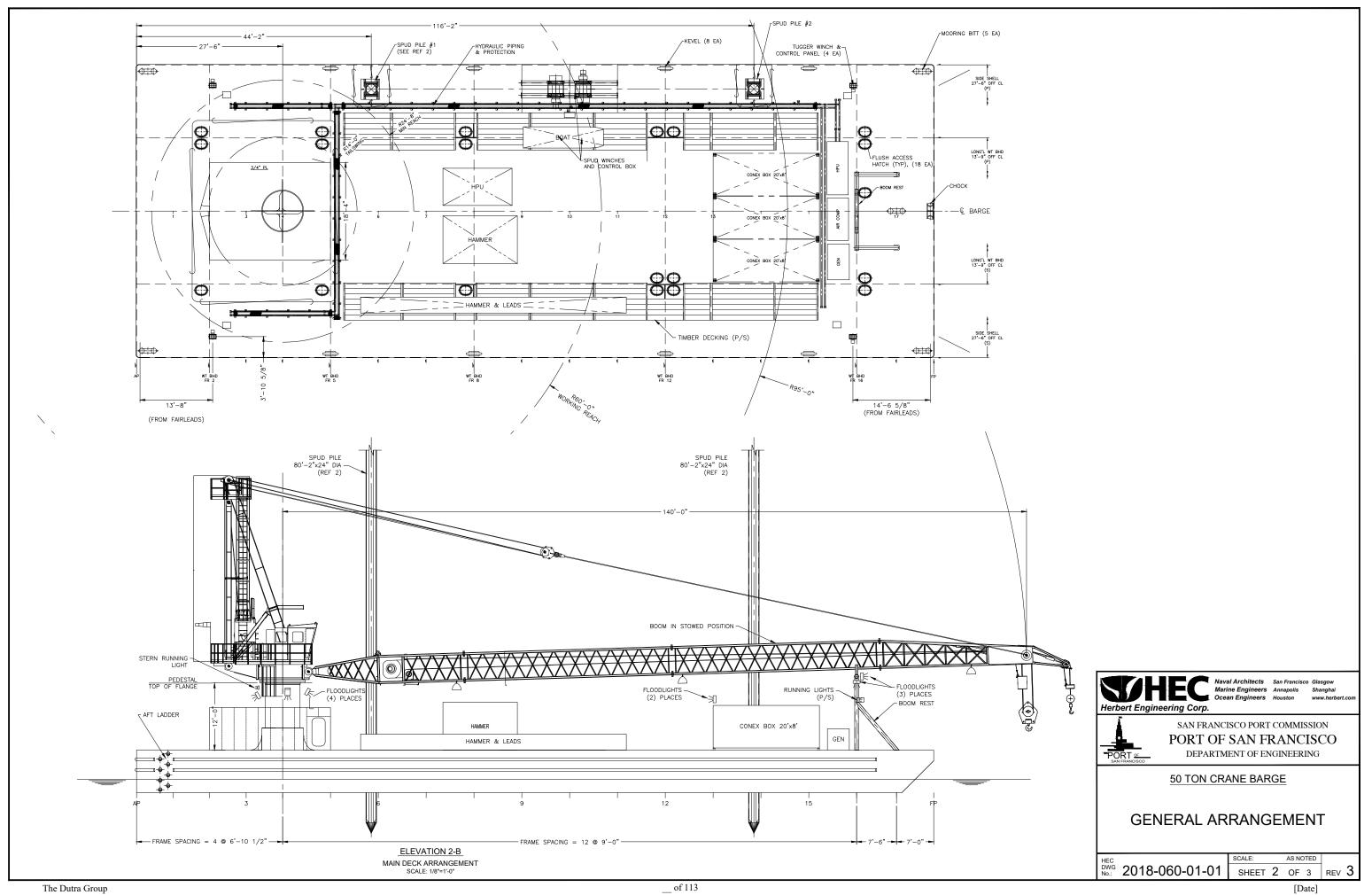
**GENERAL ARRANGEMENT** 

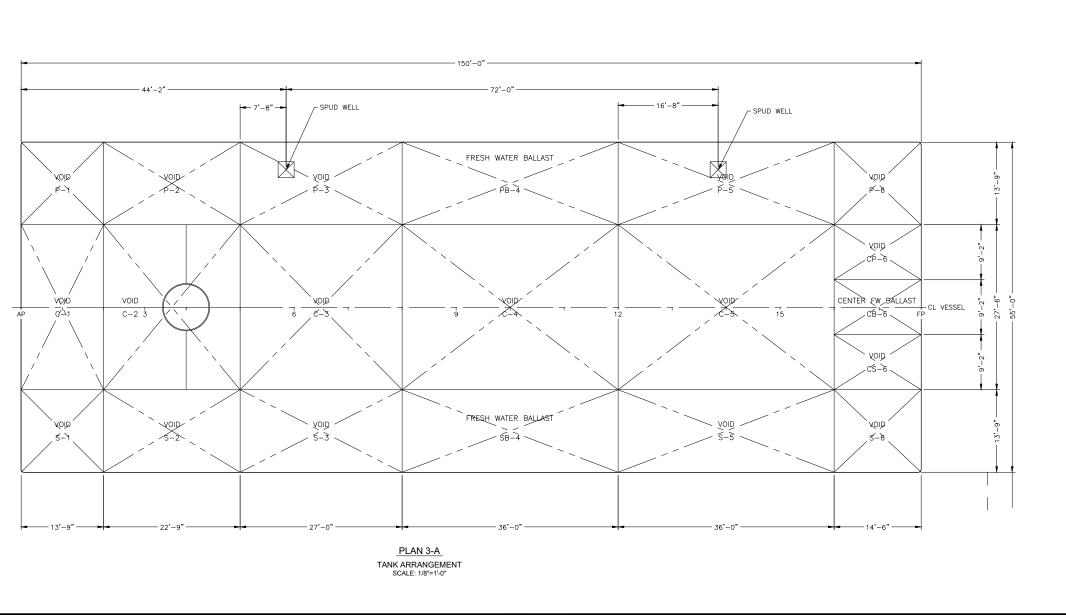
OWNER APPVL: - HEC DWG 2018 (		
DATE:	-	No.: 2010-000-01-01
FILE:	-	SHEET $1$ OF $3$ REV $3$

SECTION '1-B'

LOOKING FORWARD

SCALE 1/16" = 1'-0"





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SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

50 TON CRANE BARGE

**GENERAL ARRANGEMENT** 

DWG No.: 2018-060-01-01

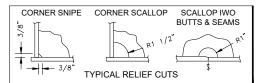
AS NOTED SHEET 3 OF 3 REV 3

# EXHIBIT A-2 – Structural Scantling Plan

#### GENERAL NOTES

- THIS DRAWING PRESENTS THE CONTRACT DESIGN OF A CRANE BARGE FOR PERFORMING ROUTINE REPAIRS AND OTHER LIFTING WORKS ALONG THE SAN FRANCISCO WATERFRONT.
- ALL PLAN VIEWS ARE TOP LOOKING DOWN. ALL SECTIONS ARE LOOKING AFT. ELEVATIONS VIEWS ARE LOOKING TO PORT, AS FOLLOWS:
   STARBOARD SIDE: OUTBOARD LOOKING INBOARD
   PORT SIDE: INBOARD LOOKING OUTBOARD
- THE BARGE IS DESIGNED TO PROVIDE STABILITY AND STRENGTH TO LIFT AND HANDLE PILES UP TO 135 FT IN LENGTH AND TO 76,000 LB AT A 60 FT RADIUS FROM CRANE CL.
- 4. THE BARGE IS DESIGNED TO MEET THE REQUIREMENTS OF THE ABS RULES FOR BUILDING AND CLASSING STEEL BARGES, 2020. THE DESIGN WILL NOT BE REVIEWED NOR APPROVED BY CLASS.
- 5. THE BARGE IS FURTHER DESIGNED TO SATISFY THE USCG STABILITY REQUIREMENTS IN 46 CFR SUBCHAPTER S.
- 6. ALL MATERIAL, WELDING, FABRICATION AND WORKMANSHIP IS TO BE IN ACCORDANCE WITH APPLICABLE ABS RULES AND TO THE SATISFACTION OF THE ATTENDING SURVEYOR (IF ANY) AND THE OWNER.
- 7. THERE SHALL BE NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF SURVEYOR AND THE OWNER'S REPRESENTATIVE.
- 8. ALL NEW STEEL IS TO BE ABS GRADE A OR ASTM A-36 UNLESS NOTED
- 9. ALL FAYING SURFACES TO BE SEAL WELDED.
- 10. EXCEPT WHERE NOTED, ALL WELDS ARE TO BE DOUBLE CONTINUOUS FILLETS WRAPPED AT THE ENDS. UNLESS OTHERWISE INDICATED, WELDS SHALL BE SIZED PER THE TABLE SHOWN BELOW. SIZES PERTAIN TO
- 11. PROVIDE RELIEF CUTS AS SHOWN IN THE TABLE BELOW. IF NONE IS SHOWN ON THE DETAIL, IT IS ASSUMED TO HAVE THE 3/8"x3/8" CORNER SNIPE FIT OVER EXISTING FILLET WELD AND IS TO BE FILLED WITH WELD. SCALLOPS SHALL HAVE RADII AS SHOWN IN THE TABLE BELOW UNLESS NOTED OTHERWISE.

FILLET WELD SIZING TABLE							
THICKNESS OF THINNER PLATE	≤1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	≥3/4"
FILLET WELD LEG SIZE	3/16"	7/32"	7/32"	1/4"	5/16"	5/16"	3/8"



#### PRINCIPAL PARTICULARS

LUNGIII	130 -0				
BEAM	55'-0"				
DEPTH	8'-0"		A <sup>1</sup>		
DRAFT	2'-6"	,	<b>/</b> 2\		
DISPLACEMENT	776 SHORT	TONS 4			
LIFT CAPACITY	180,000LB	② 25'-0"	RADIUS	(ANY D	IRECTION)
LIFT CAPACITY	112,000LB	@ 60'-0"	RADIUS	(ANY D	IRECTION)
LIFT CAPACITY	26,500LB	@ 150'-0"	RADIUS	(ANY D	IRECTION)
DESIGN WATER DEPTH_	60 FT (M	OORED)			
DESIGN WATER DEPTH_	40 FT (P	OSITIONED W	ITH SPUC	PILES	.)
AREA LOADING ON DECK	= 1200 L	B/SQUARE F	TOOT		

150'-0"

#### DRAWING INDEX

SHT 1 \_\_ PRINCIPAL PARTICULARS, GEN NOTES, ABBREVIATIONS

SHI 1 PRINCIPAL PARTICULAR, SEN NOTES, ADDITIONS
SHI 2 MAIN DECK PLATING
SHI 3 BOTTOM PLATING
SHI 4 TYPICAL MIDSHIP & WEB FRAME SECTIONS
SHI 5 TYPICAL TRANSVERSE WIT BHD & TRANSVERSE STRUCTURE IWO CRANE PEDESTAL FOUNDATION SHT 5 \_\_ TYPICAL TRANSVERSE WT BHD & TRAN
SHT 6 \_\_ SECTIONS -\_ BOW & STERN
SHT 7 \_\_ ELEVATIONS
SHT 8 \_\_ COMMON DETAILS
SHT 9 \_\_ DETAILS -\_ BOW & CRANE PEDESTAL
SHT 10\_\_ DETAILS -\_ SPUD WELL
SHT 11\_\_ DETAILS -\_ SPUD WELL
SHT 12\_\_ DETAILS -\_ SPUD WELL

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#### ABBREVIATIONS

ABL ABOVE BASELINE	EXISTG EXISTING
ABT ABOUT	FR FRAME
BHD BULKHEAD	FWD FORWARD
BKT BRACKET	GDR GIRDER
ВТМ ВОТТОМ	LONGL LONGITUDINAL
CHK CHOCK	NS NEAR SIDE
CL CENTERLINE	N&F NEAR & FAR
CLRCLEAR	OPNG OPENING
CMG COAMING	OUTBD OUTBOARD
CTR CENTER	PLTPLATE
DBL DOUBLE	PLTG PLATING
DET DETAIL	REF REFERENCE
D.O DITTO (SAME AS)	STD STANDARD
	T&BTOP & BOTTOM
	TYP TYPICAL
	WT WATERTICHT

	REVISIONS							
No.	DESCRIPTION		BY/DATE/APPD					
-	PRELIMINARY ISSUE TO CLIENT FOR REVIEW.							
		RJP	12/11/20 JRP					
0	ISSUE FOR BIDDING							
		JRP	3/8/21 JRP					
1	ISSUE FOR BIDDING  1. ADD ONE DECK HATCH OPENING FOR MOST  2. ADD CALL OUT FOR CL TRUSS CHORDS	СОМР	ARTMENTS					
		JRP	4/6/21 JRP					
2	RE-ISSUE FOR BIDDING 1. CORRECTED DISPLACEMENT							
		JRP	6/13/2022 JRP					

REFERENCES				
lо.	TITLE	DWG No.		
1	GENERAL ARRANGEMENT	2018-060-01-01		
2	SPUD PILE	2018-060-01-03		
3	OUTFITTING	2018-060-01-04		
4	-	-		
5	-	-		



Naval Architects San Francisco Glasgow Ocean Engineers Houston

RJP DATE: DEC 11, 2020 DRWN: SCALE: AS NOTED CHKD: JRP APPD: SAS ACADFILE: 180600102-2 PROJECT FILE: 2018-060-01 PLOTSCALE: 1:2 ON ANSI B

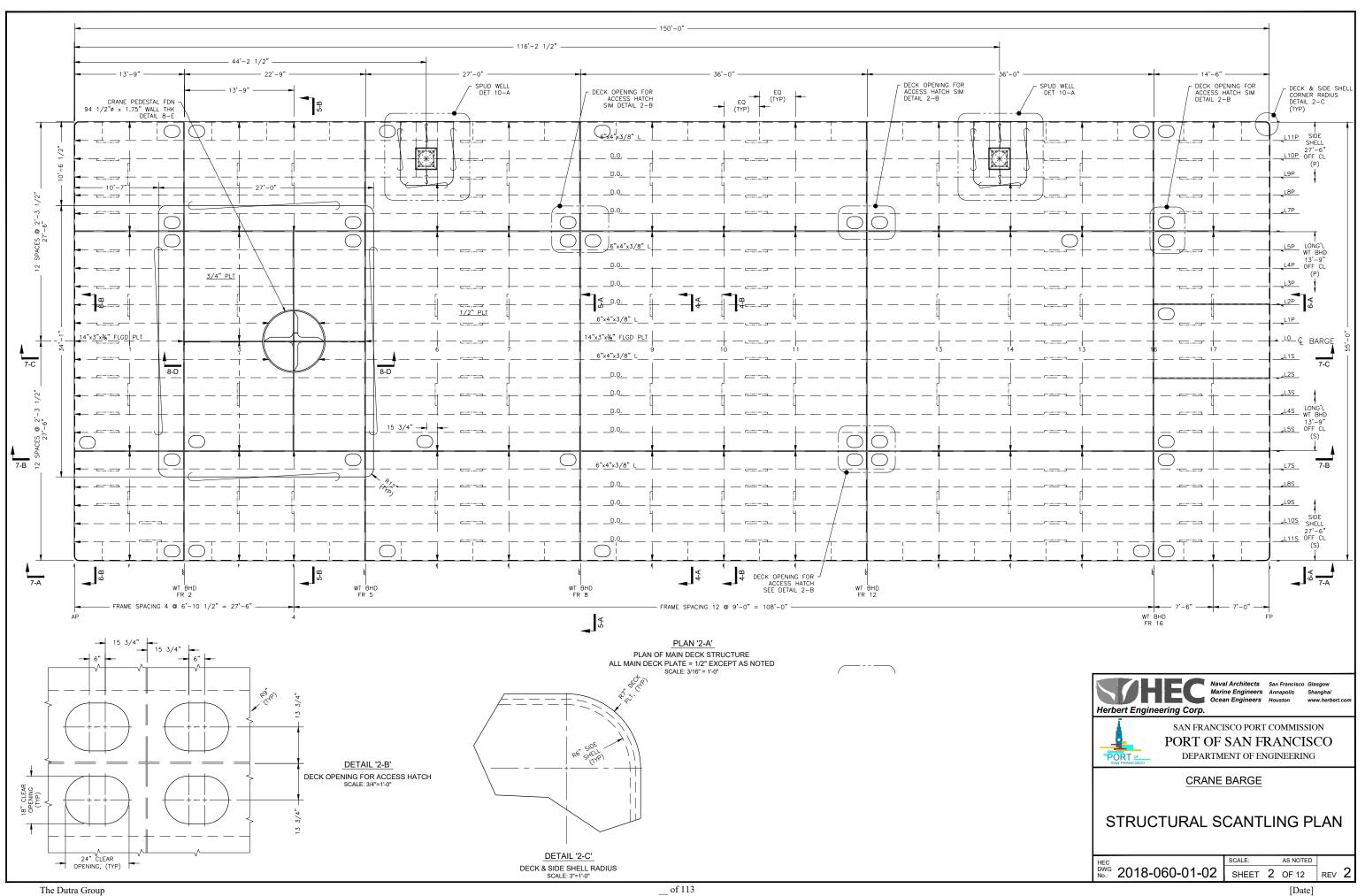


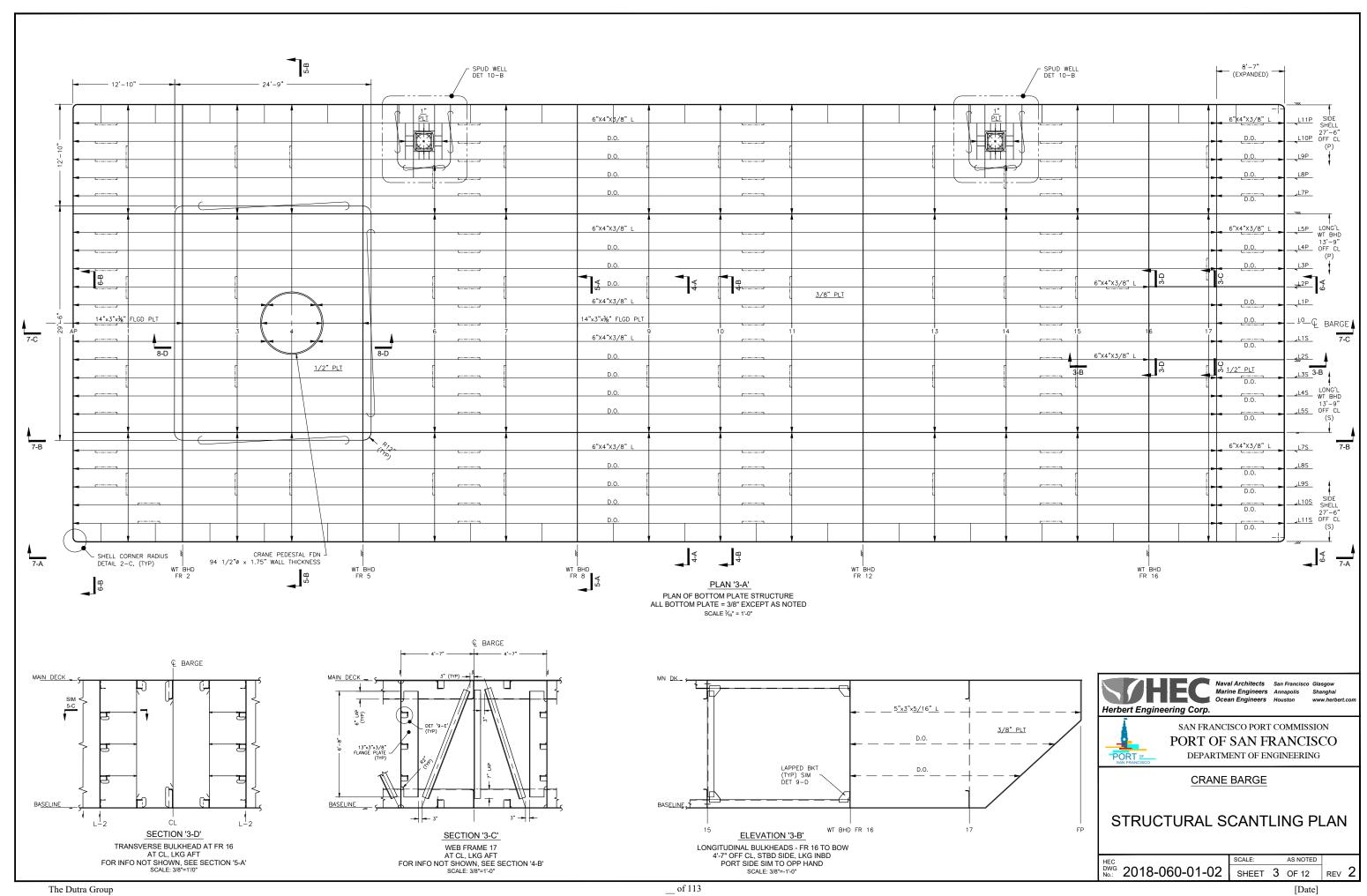
SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

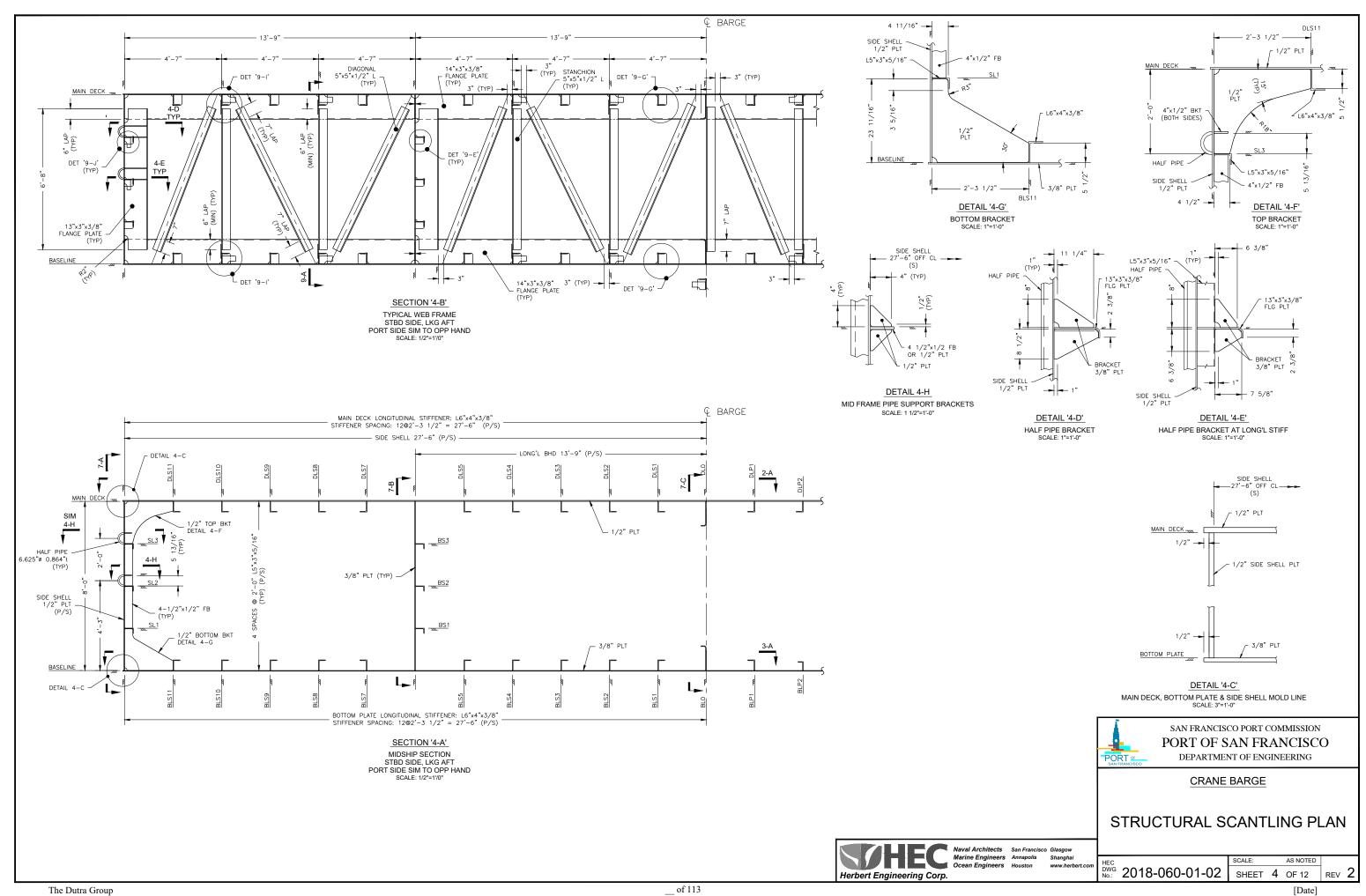
CRANE BARGE

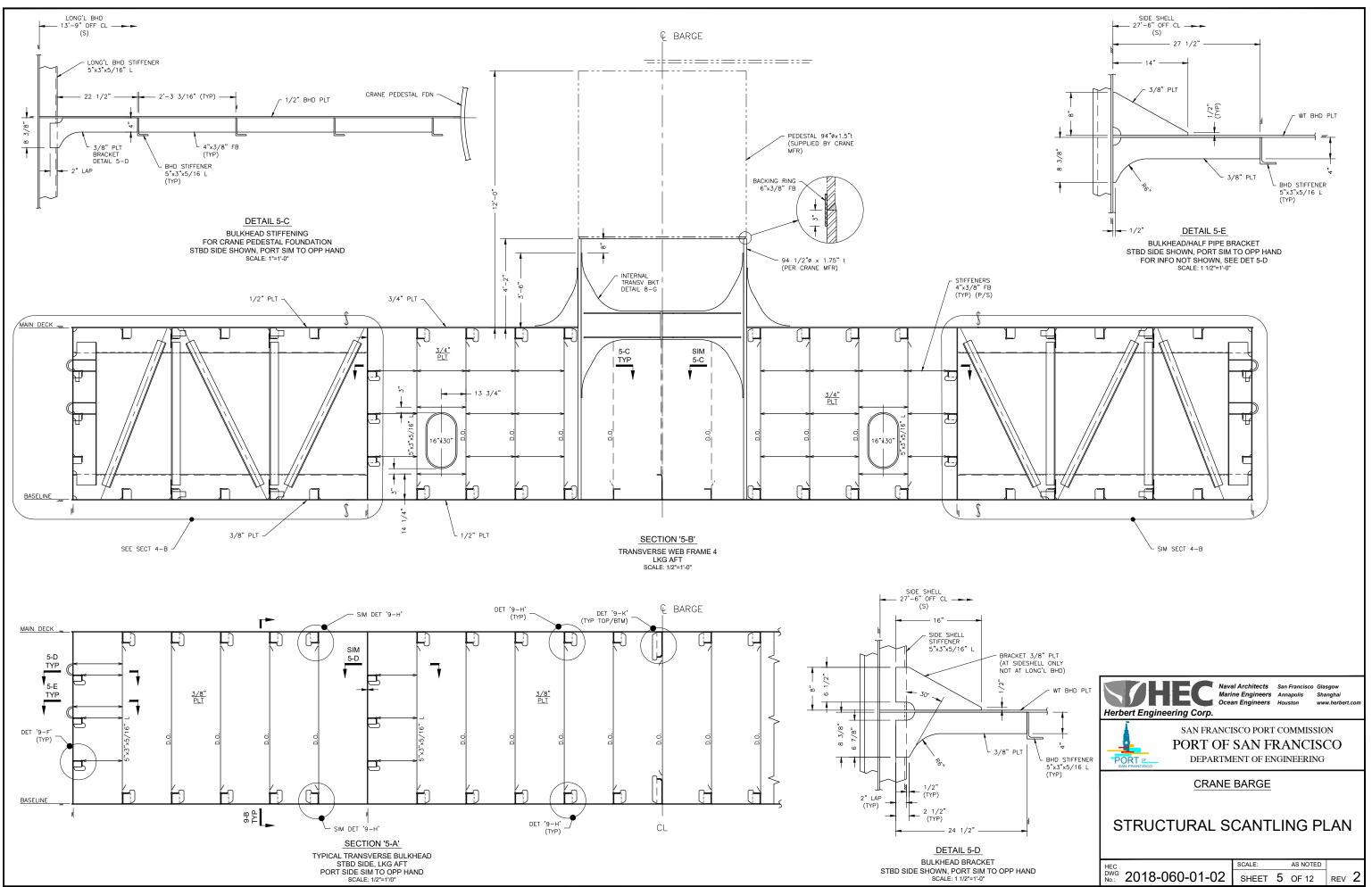
STRUCTURAL SCANTLING PLAN

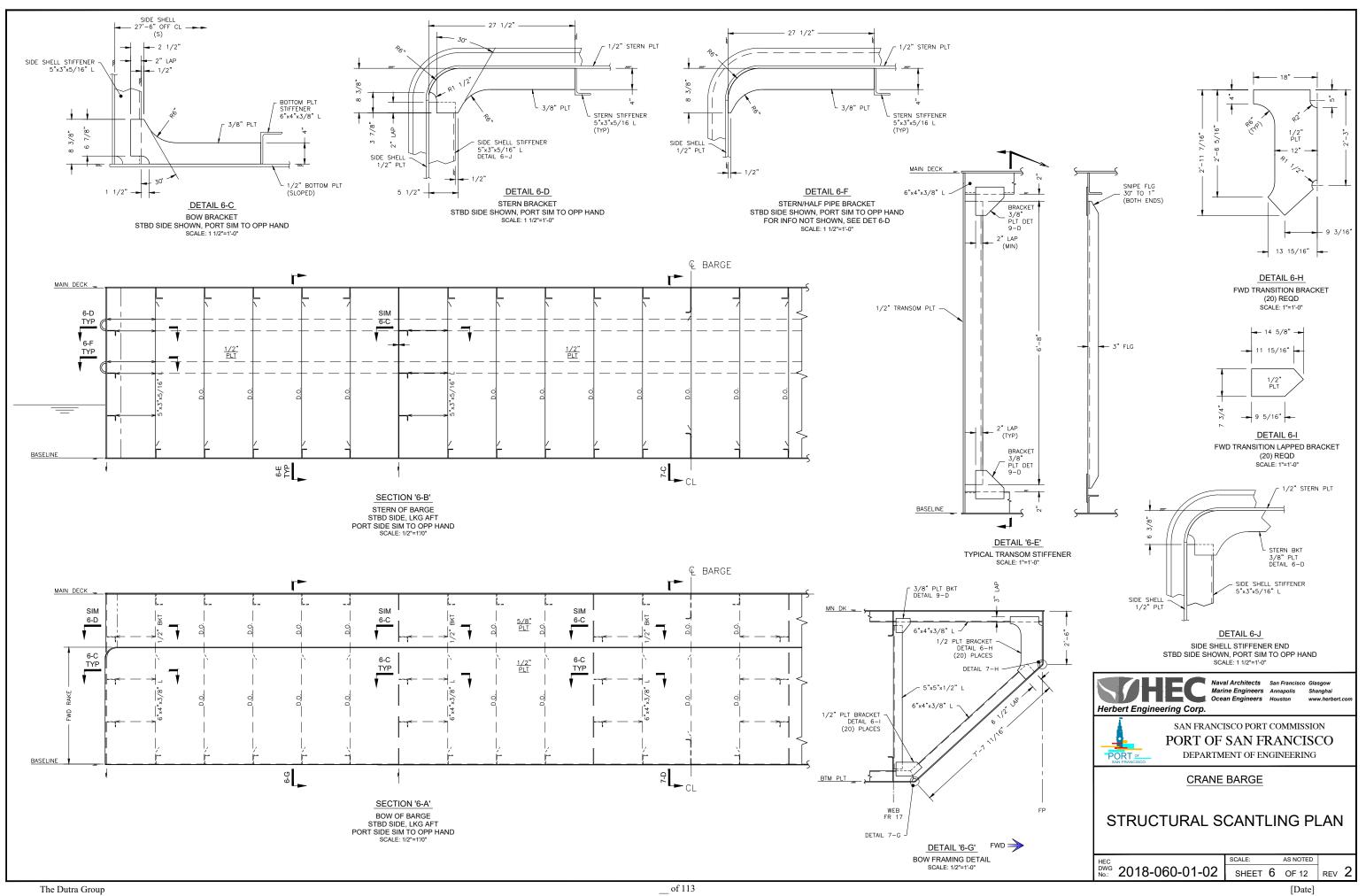
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DATE: -	No.: 2010-000-01-02
FILE: -	SHEET 1 OF 12 REV 2

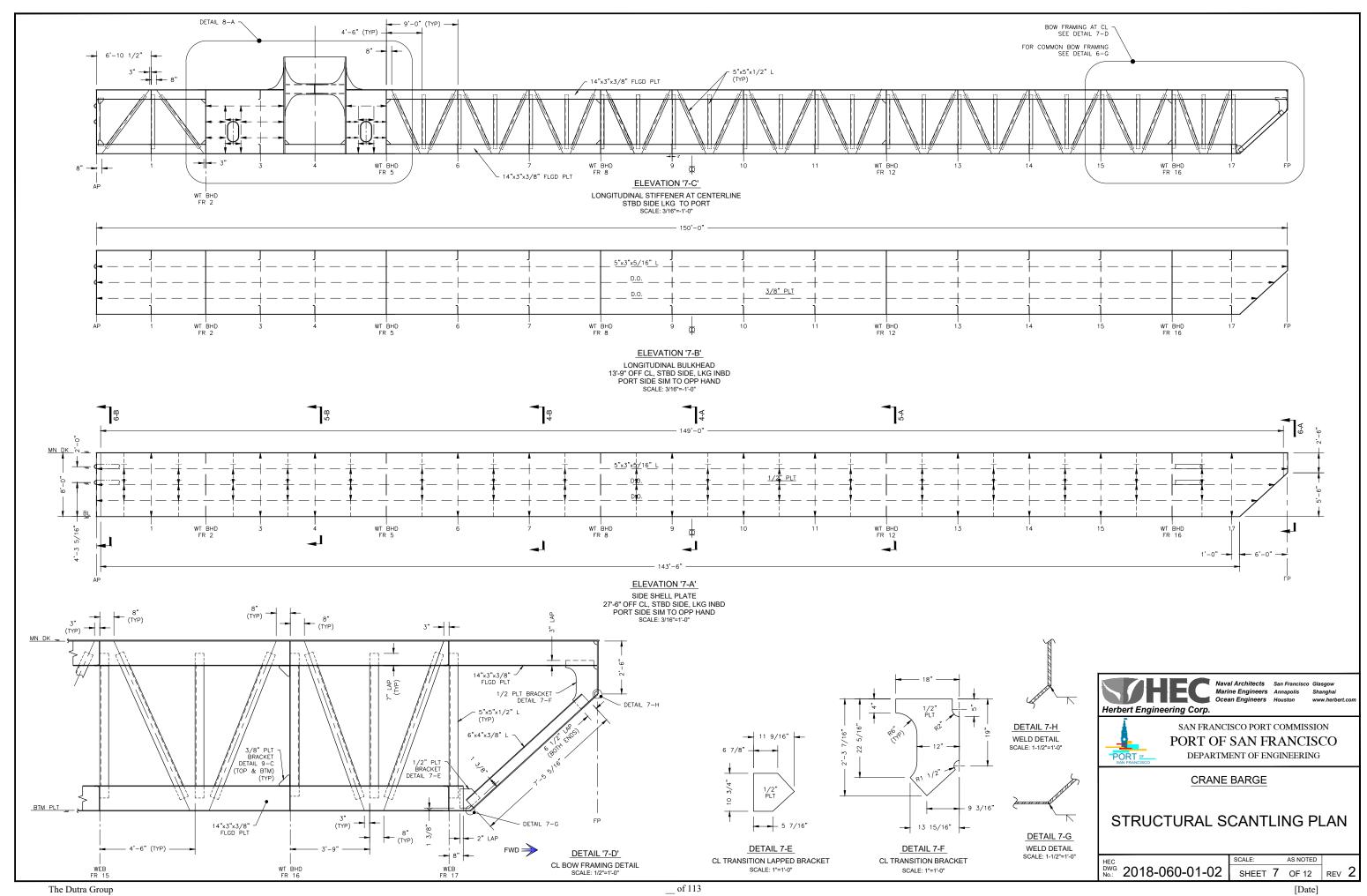




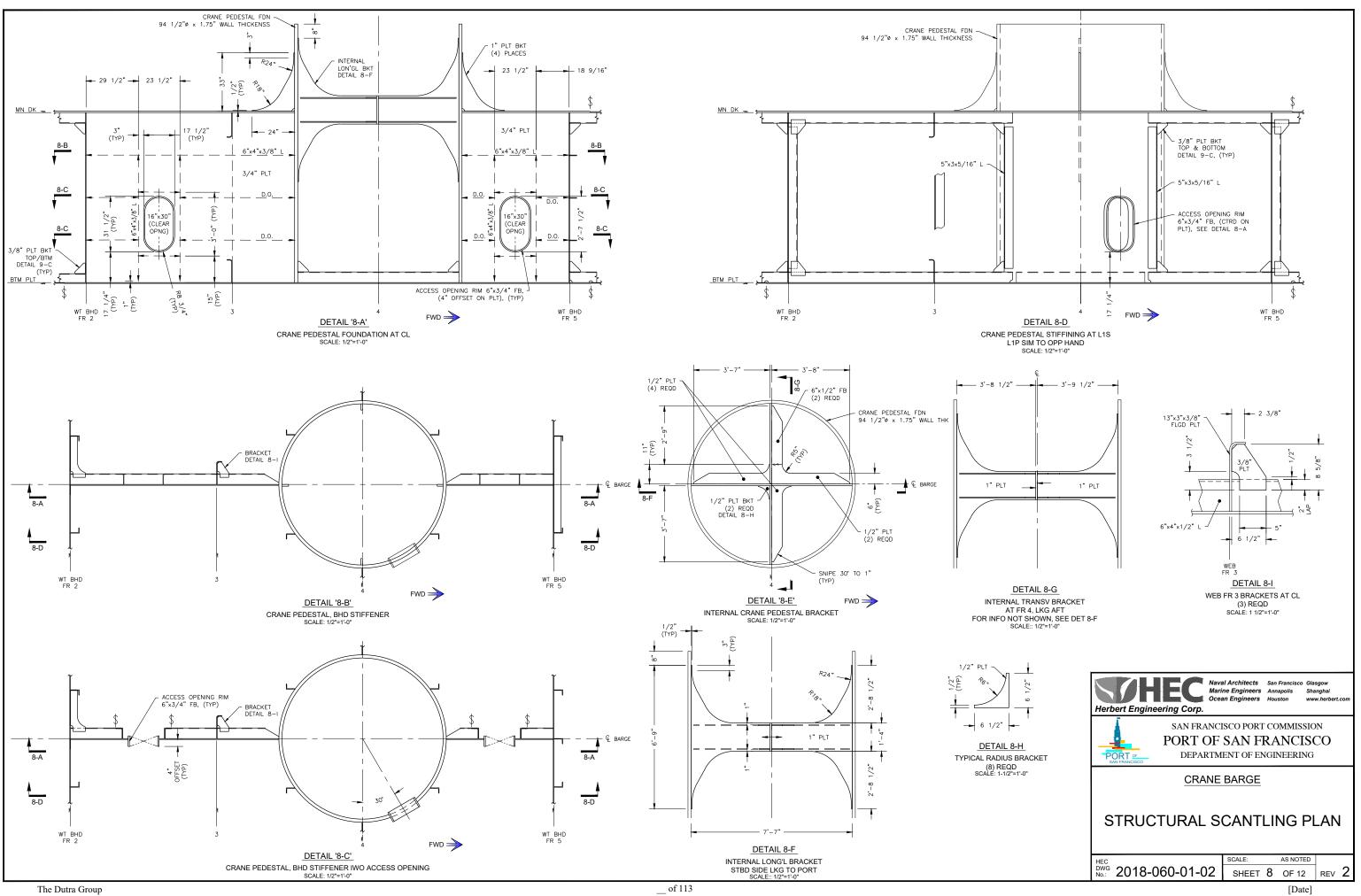


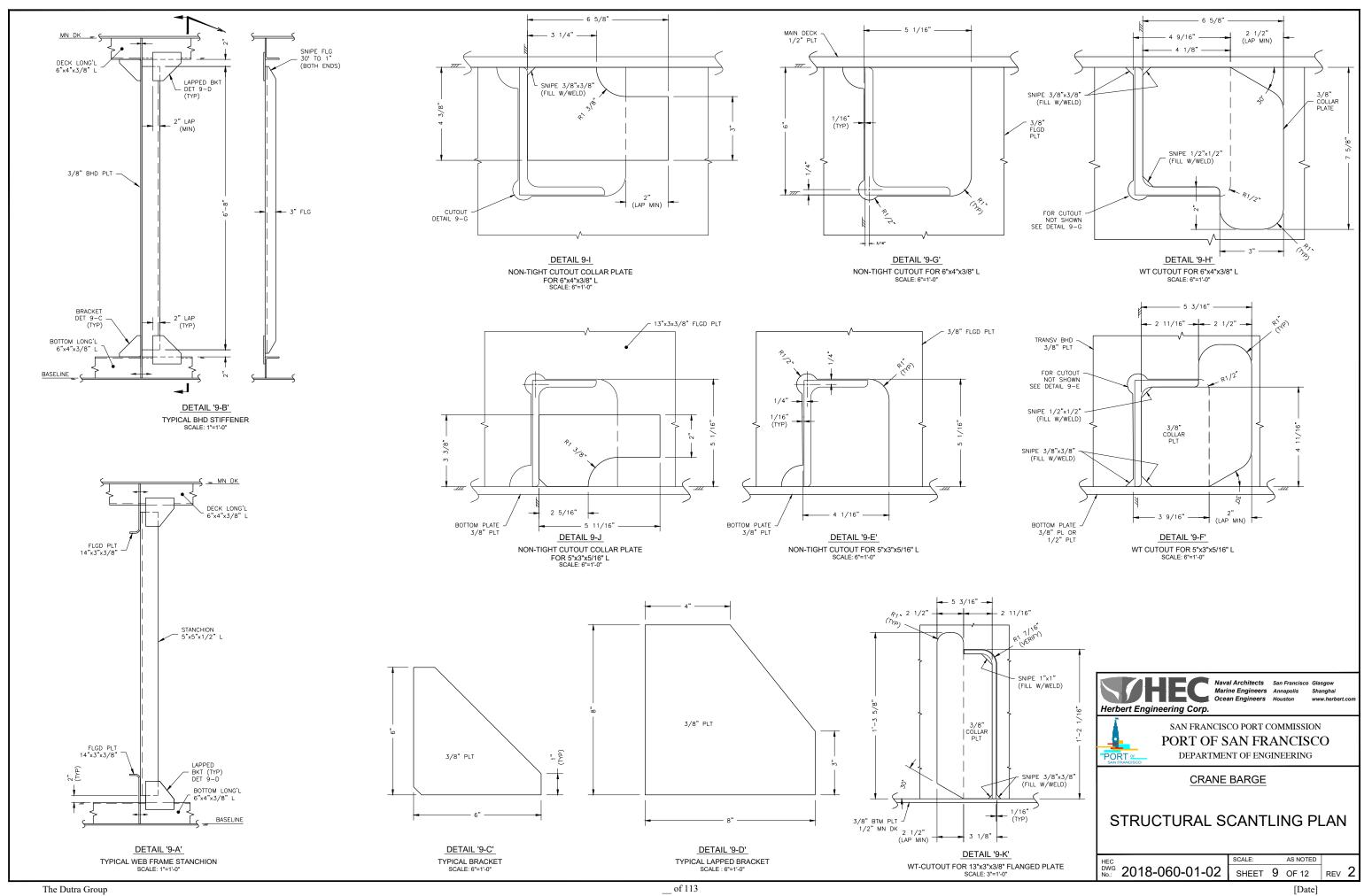


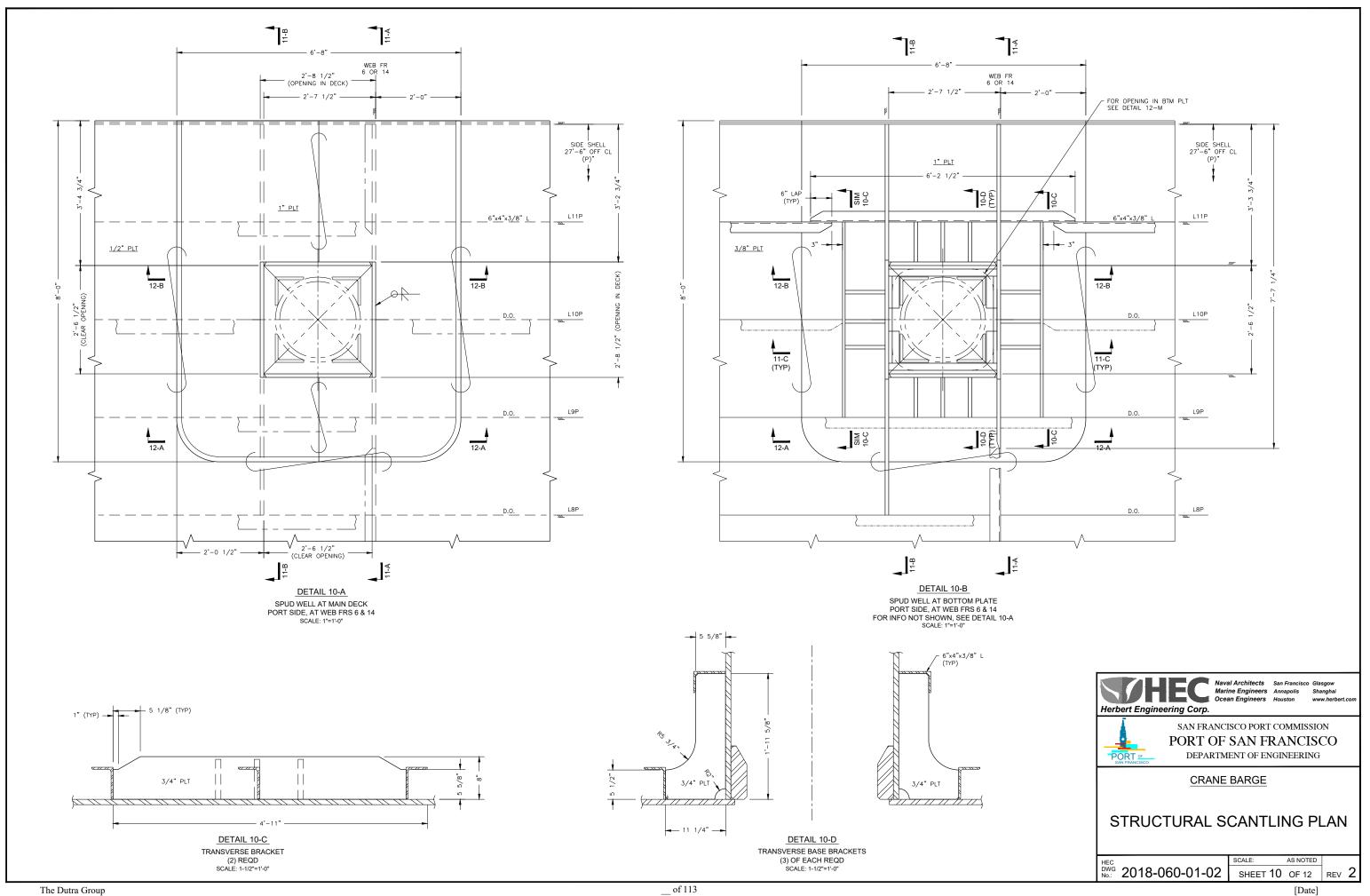


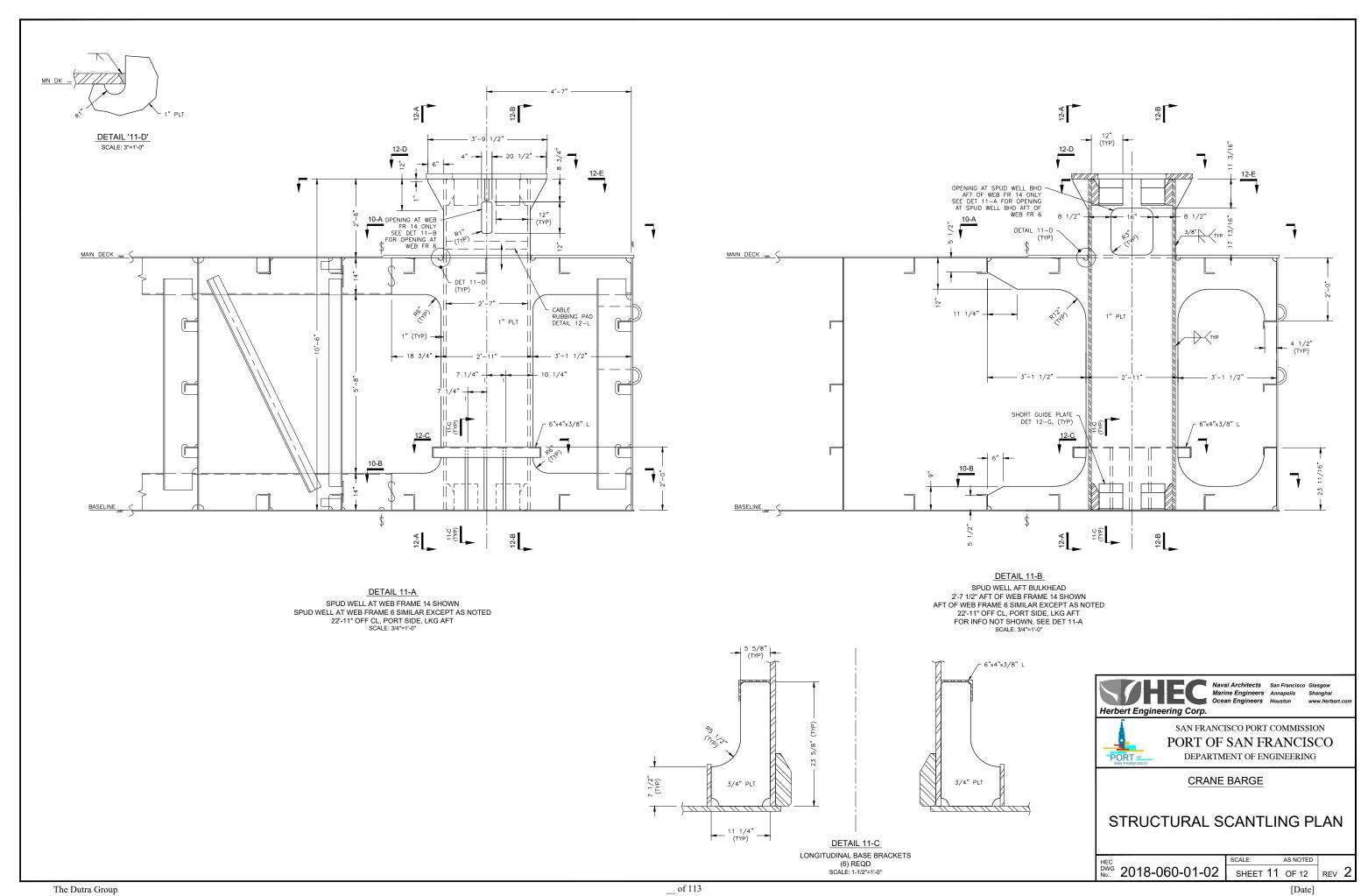


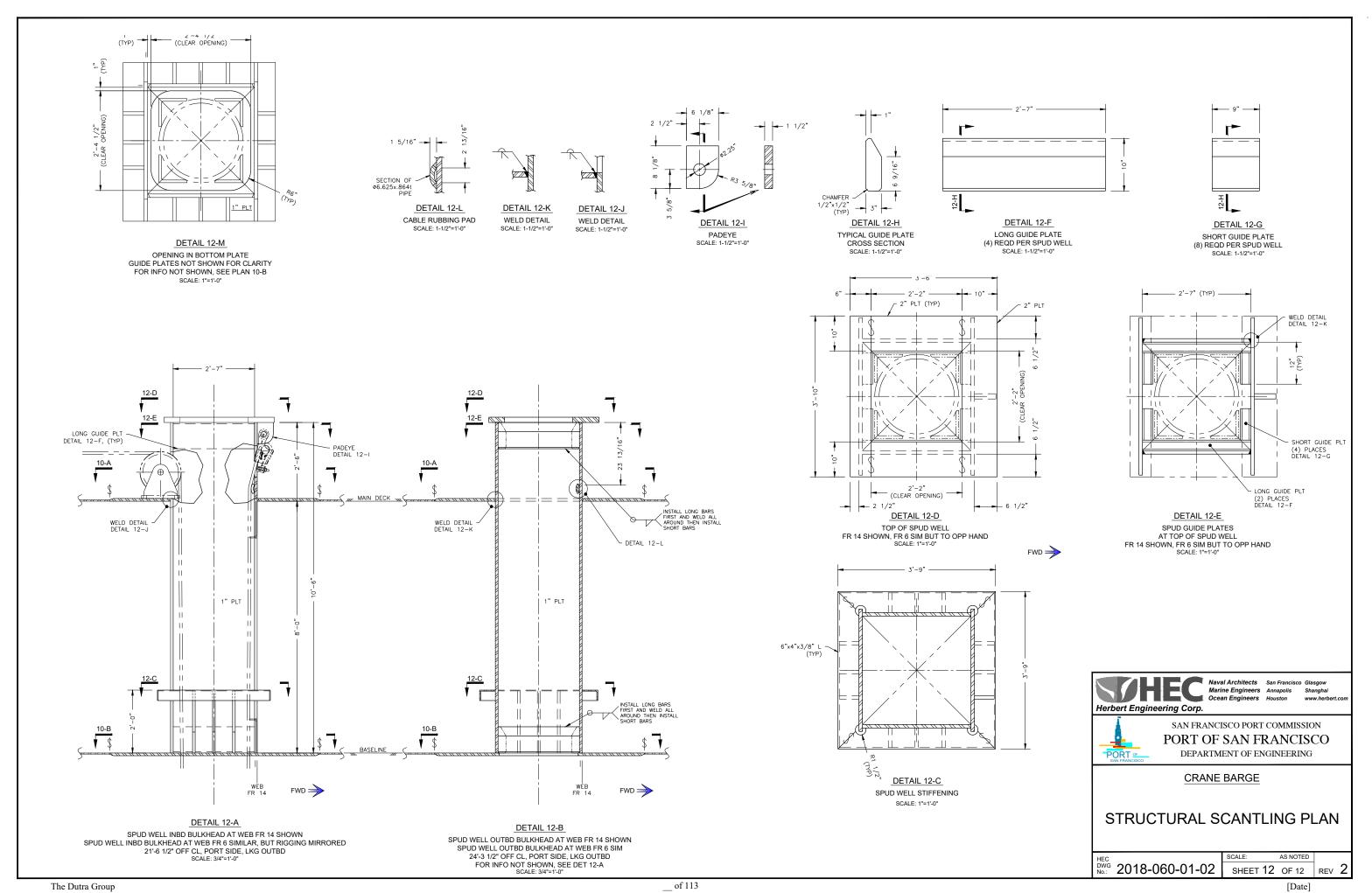
Appendix D (Design Specifications & Contract Drawings)











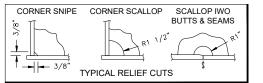
# EXHIBIT A-3 – Spud Pile

#### **GENERAL NOTES**

- THIS DRAWING PRESENTS DETAILS FOR TWO SPUD PILES FOR THE PORT OF SAN FRANCISCO CRANE BARGE.
- 2. ALL PLAN VIEWS ARE TOP LOOKING DOWN. ALL SECTIONS ARE LOOKING AFT. ELEVATIONS VIEWS ARE AS FOLLOWS:

   FROM STARROARD SIDE: OUTBOARD LOOKING INBOARD
   FROM PORT SIDE: INBOARD LOOKING OUTBOARD
- 3. DRAWING UNITS ARE IN FEET & INCHES.
- 4. ALL MATERIAL, WELDING, FABRICATION AND WORKMANSHIP IS TO BE IN ACCORDANCE WITH APPLICABLE ABS RULES AND TO THE SATISFACTION OF THE OWNER.
- 5. THERE SHALL BE NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
- 6. ALL NEW STEEL IS TO BE ABS GRADE A OR ASTM A-36 UNLESS 1
- 7. EXCEPT WHERE NOTED, ALL WELDS ARE TO BE DOUBLE CONTINUOUS FILLETS WRAPPED AT THE ENDS. UNLESS OTHERWISE INDICATED, WELDS SHALL BE SIZED PER THE TABLE SHOWN TO THE RIGHT. SIZES PERTAIN TO THE LEG LENGTH.
- 8. PROVIDE RELIEF CUTS AS SHOWN IN THE TABLE TO THE RIGHT. IF NONE IS SHOWN ON THE DETAIL, IT IS ASSUMED TO HAVE THE 3/8"x3/8" CORNER SNIPE AND IS TO BE FILLED WITH WELD. SCALLOPS SHALL HAVE RADII AS SHOWN IN THE TABLE BELOW UNLESS NOTED OTHERWISE.

FILLET WELD SIZING TABLE							
THICKNESS OF THINNER PLATE	≤1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	≥3/4"
FILLET WELD LEG SIZE	3/16"	7/32"	7/32"	1/4"	5/16"	5/16"	3/8"



#### DRAWING INDEX

SHT 1 - GEN NOTES, ABBREVIATIONS & SPUD PILE DETAILS SHT 2 - SPUD PILE DETAILS SHT 3 - SPUD PILE RIGGING

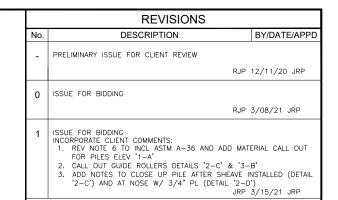
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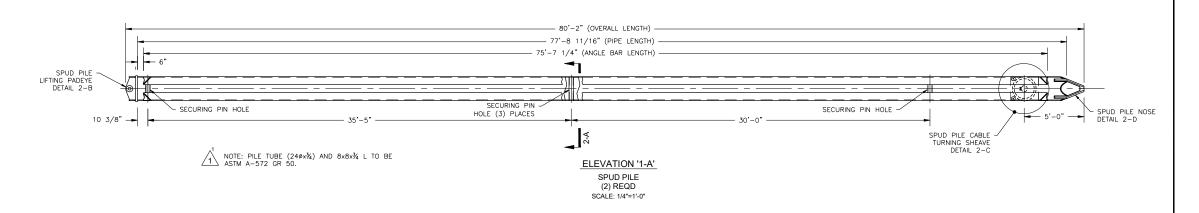
### ABBREVIATIONS

BL	ABOVE BASELINE	EXISTG EXISTING
вт	ABOUT	FR FRAME
HD	BULKHEAD	FWDFORWARD
ΚT	BRACKET	GDR GIRDER
ТМ	BOTTOM	LONGL LONGITUDIN
нк	CHOCK	NSNEAR SIDE

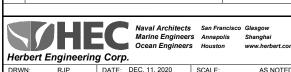
COMPLETE JOINT	N&F NEAR & FAR
PENETRATION	OPNG OPENING
CENTERLINE	OUTBD OUTBOARD
CLEAR	PLTPLATE
COAMING	PLTGPLATING
CENTER	REF REFERENCE

STD STANDARD
T&B TOP & BOTTOM
TYP TYPICAL
WT WATERTIGHT





REFERENCES				
No.	TITLE	DWG No.		
1	GENERAL ARRANGEMENT	2018-060-01-01		
2	STRUCTURAL SCANTLING PLAN	2018-060-01-02		
3	-	-		
4	-	-		
5	-	-		
·				



DRWN:	RJP	DATE: DE	C. 11, 2020	SCALE:	AS NOTED
CHKD:	JRP	APPD:	SAS	ACADFI1L806	00103-1-STAMPED
PROJECT FIL	.E:	2018-060-	01	PLOTSCALE	: 1:1 ON ANSI D
ABS APPROV	/AL: -				

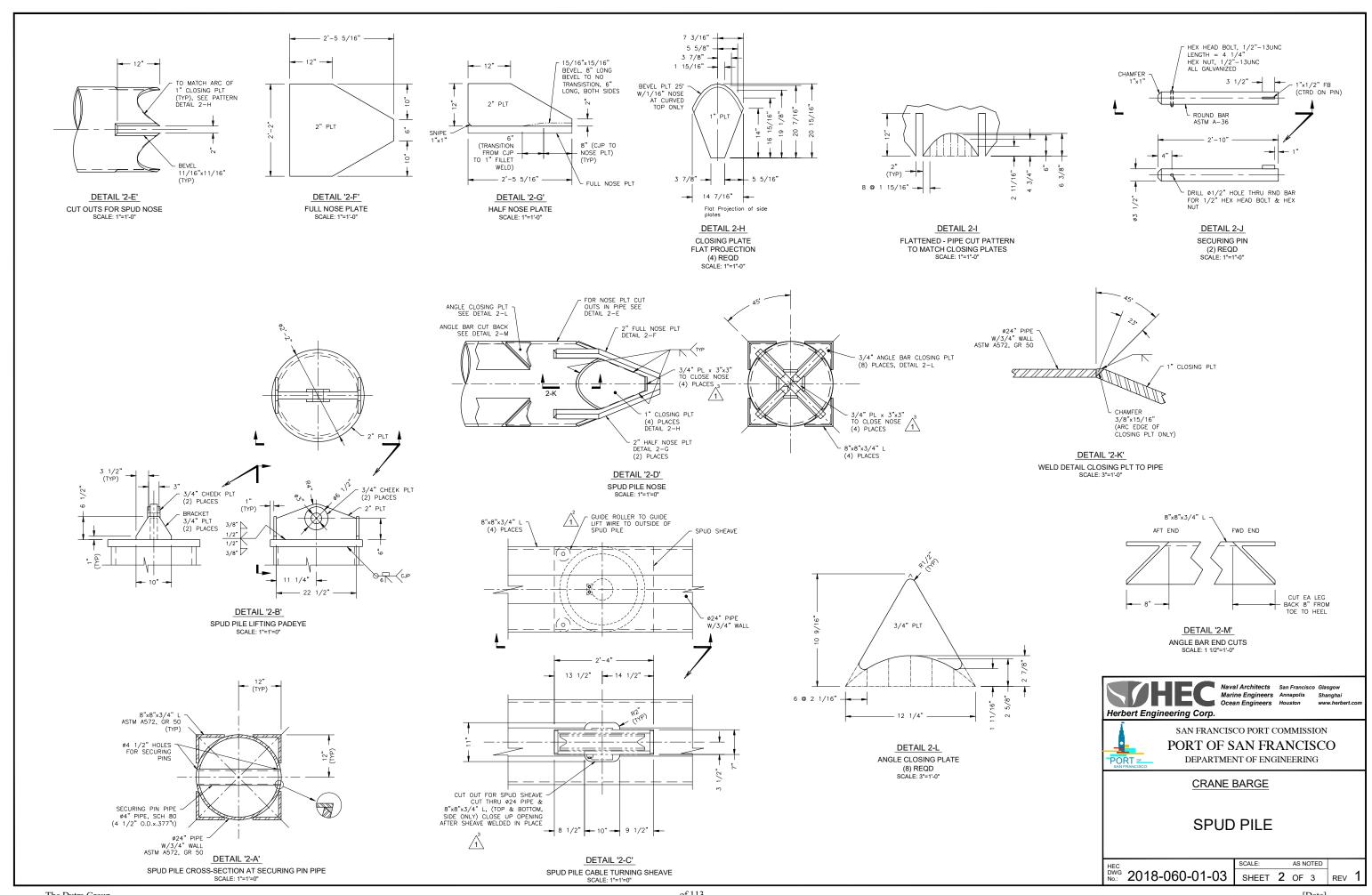


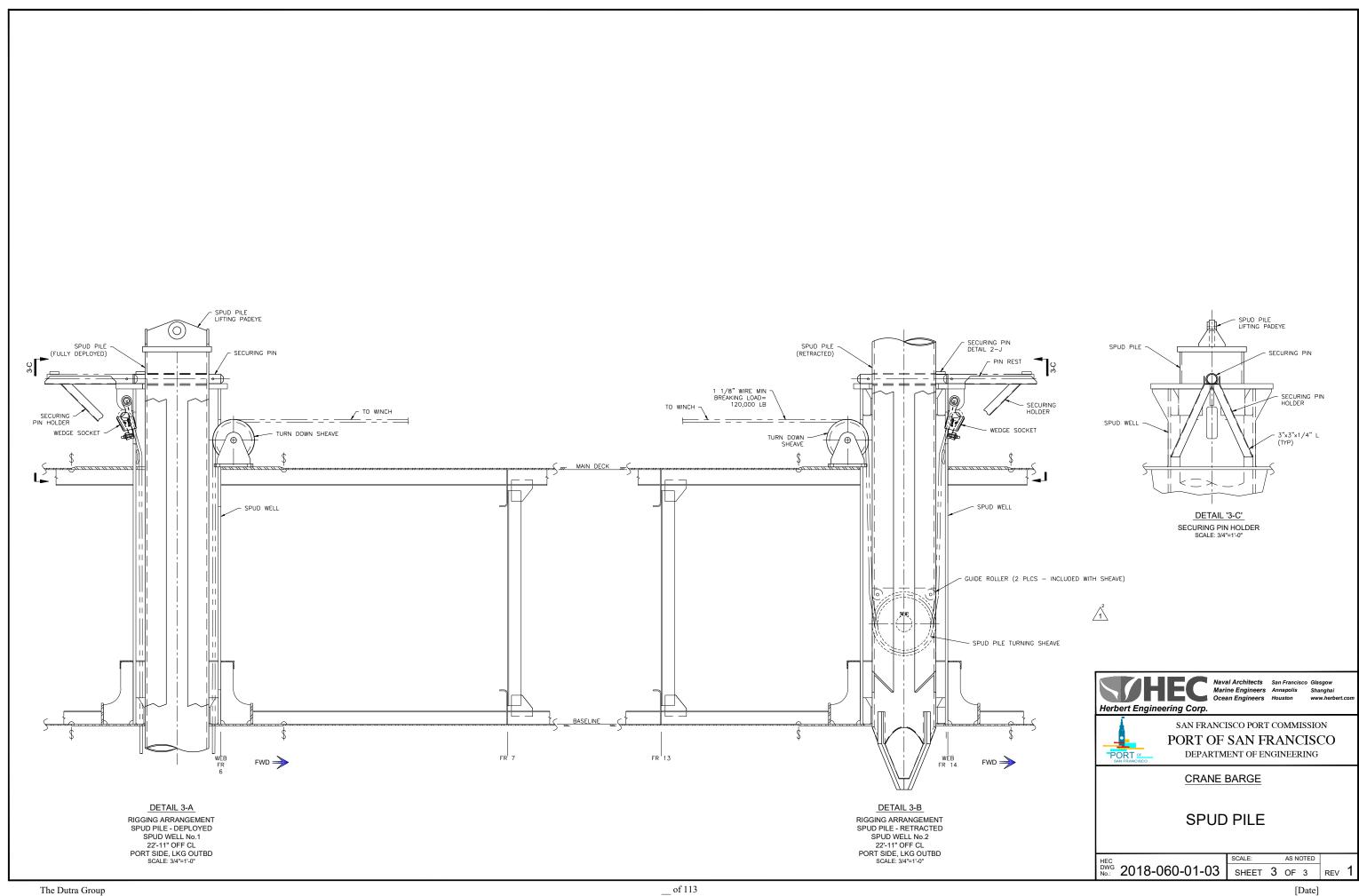
SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

SPUD PILE

OWNER APPVL: -	HEC DWG 2018-060-01-03
DATE: -	No.: 2010-000-01-03
FILE: -	SHEET 1 OF 3 REV 1



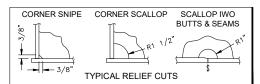


# EXHIBIT A-4 – Outfitting

#### GENERAL NOTES

- THIS DRAWING PRESENTS DETAILS FOR THE OUTFITTING OF A CRANE BARGE FOR PERFORMING ROUTINE REPAIRS AND OTHER LIFTING WORKS ALONG THE SAN FRANCISCO WATERFRONT.
- THE BARGE IS DESIGNED TO PROVIDE STABILITY AND STRENGTH TO LIFT AND HANDLE PILES UP TO 135 FT IN LENGTH AND TO 76,000 LB AT 60 FT RADIUS FROM CRANE CL.
- THE BARGE IS DESIGNED TO MEET THE REQUIREMENTS OF THE ABS RULES FOR BUILDING AND CLASSING STEEL BARGES, 2020, ALTHOUGH THE DESIGN WILL NOT ACTUALLY BE REVIEWED NOR APPROVED BY CLASS.
- 4. ALL MATERIAL, WELDING, FABRICATION AND WORKMANSHIP IS TO BE IN ACCORDANCE WITH APPLICABLE ABS RULES AND TO THE SATISFACTION OF THE OWNER.
- THERE SHALL BE NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
- 6. ALL NEW STEEL IS TO BE ABS GRADE A OR ASTM A-36 UNLESS NOTED OTHERWISE.
- FOUNDATIONS FOR SPECIFIC EQUIPMENT AND FITTINGS ARE TO BE ADJUSTED AS NECESSARY TO ENSURE THEY PROVIDE THE PROPER SUPPORT.
- EXCEPT WHERE NOTED, ALL WELDS ARE TO BE DOUBLE CONTINUOUS FILLETS WRAPPED AT THE ENDS. UNLESS OTHERWISE INDICATED, WELDS SHALL BE SIZED PER THE TABLE SHOWN BELOW. SIZES PERTAIN TO THE LEG LENGTH.
- 9. PROVIDE RELIEF CUTS AS SHOWN IN THE TABLE BELOW. IF NONE IS SHOWN ON THE DETAIL, IT IS ASSUMED TO HAVE THE 3/8"x3/8" CORNER SNIPE AND IS TO BE FILLED WITH WELD. SCALLOPS SHALL HAVE RADII AS SHOWN IN THE TABLE BELOW UNLESS NOTED OTHERWISE.

FILLET WELD SIZING TABLE							
THICKNESS OF THINNER PLATE	≤1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	≥3/4"
FILLET WELD LEG SIZE	3/16"	7/32"	7/32"	1/4"	5/16"	5/16"	3/8"



#### ABBREVIATIONS

BL ABOVE BASELINE BT ABOUT HIDD BULKHEAD BULKHEAD BKT BRACKET STM BOTTOM HK CHOCK L CENTERLINE ELR CLEAR MG COAMING ETR CENTER BBL DOUBLE JET DETAIL OOD JITTO (SAME AS)	FR FRAME FWD FORWARD GORWARD GOR GIRDER LONGL LONGITUDINAL NS NEAR SIDE N&F NEAR & FAR OPNG OPENING OUTBOAD OUTBOAD PLT PLATE PLTG PLATING FF REFERENCE
	TYPTYPICAL WT WATERTIGHT
	IIIIMALENIIGHI

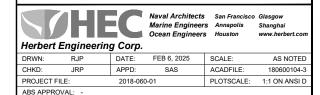
#### DRAWING INDEX

SHT 1 — PRINCIPAL PARTICULARS, GEN NOTES, ABBREVIATION SHT 2 — KEY PLAN
SHT 3 — OUTBOARD PROFILE PORT SIDE SHT 4 — OUTBOARD PROFILE STARBOARD SIDE
SHT 5 - BOOM REST
SHT 6 — ACCESS HATCH & DETAILS SHT 7 — ACCESS HATCH DETAILS
SHT 8 - TIMBER DECKING PLAN SHT 9 - HYDRAULIC PIPING & CONDUIT PROTECTION
SHT 10 - SPUD PILE HANDLING WINCH FDNS SHT 11 - CONEX BOX TWISTLOCK FOUNDATION & DETAILS
SHT 12 – MOORING FITTING FOUNDATIONS SHT 13 – SHELL LADDERS

## 

REVISIONS					
No.	DESCRIPTION	BY/DATE/APPD			
0	ISSUE FOR BIDDING JR	P/03/08/21/JRP			
1	REISSUE FOR BIDDING  1. ADDED FORE AND AFT SHELL LADDER P&S, SHEE  2. ADDED SECOND DECK HATCHES FOR MOST COMP  JR				
2	REISSUE FOR BIDDING  1. CORRECTED DISPLACEMENT  JRI	P/06/13/22/JRP			
3	REVISED PER FINAL SPECIFICATION AM	H 2/6/25 JRP			

REFERENCES					
No.	TITLE	DWG No.			
1	GENERAL ARRANGEMENT	2018-060-01-01			
2	STRUCTURAL SCANTLING PLAN	2018-060-01-02			
3	SPUD PILES	2018-060-01-03			
4	MECHANICAL ARRANGEMENT	2018-060-01-05			
5	-	-			





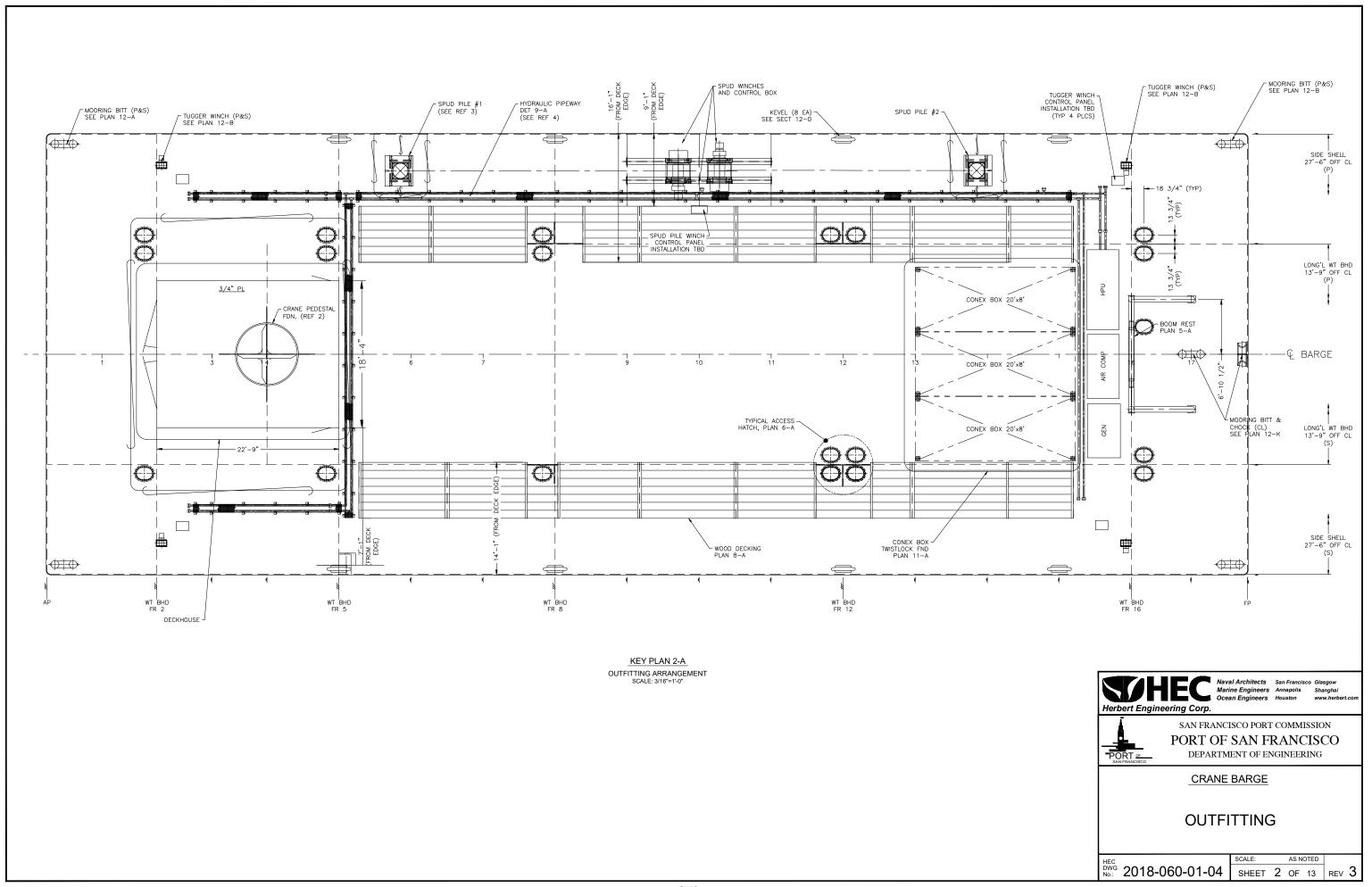
SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

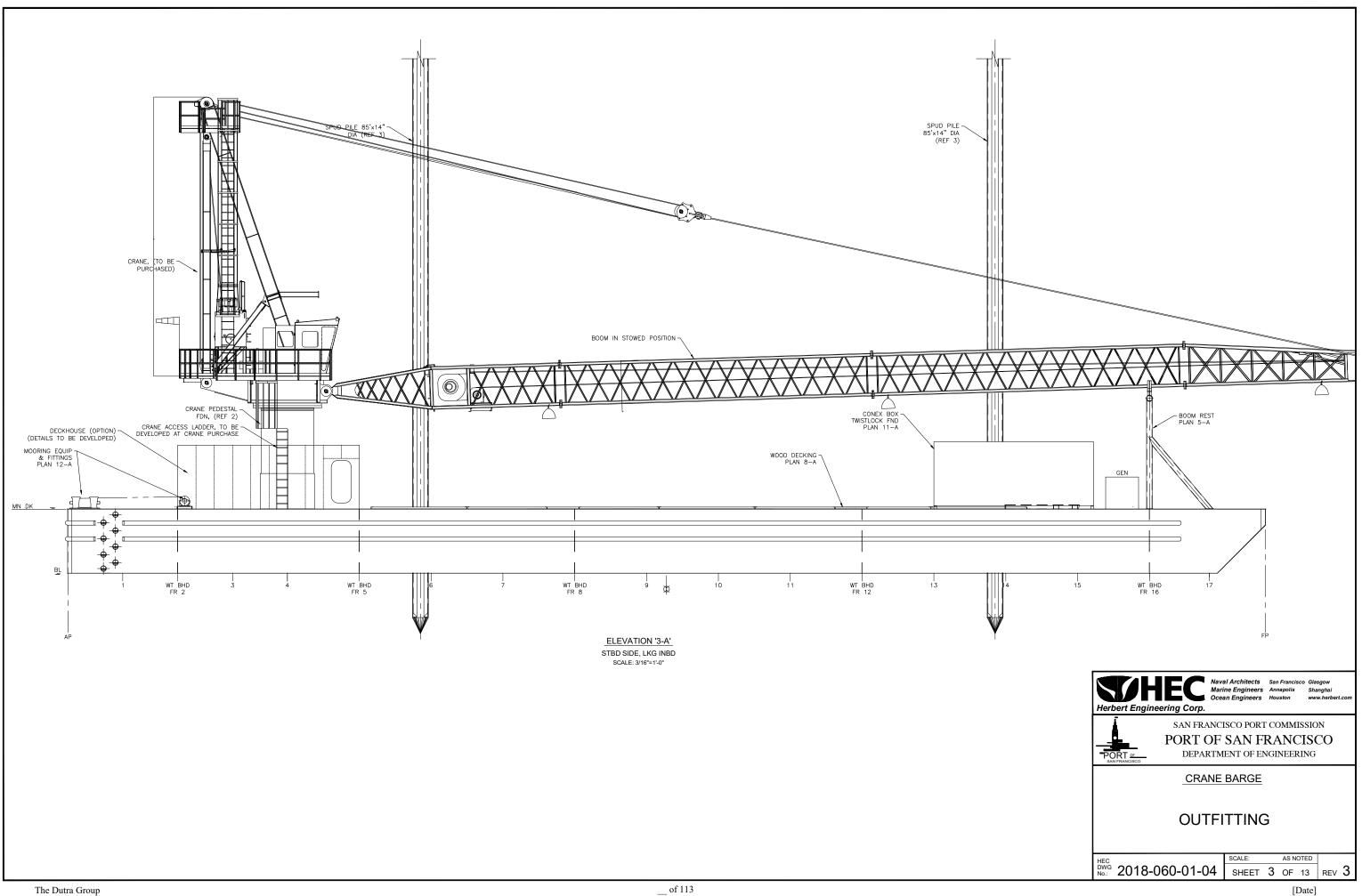
**CRANE BARGE** 

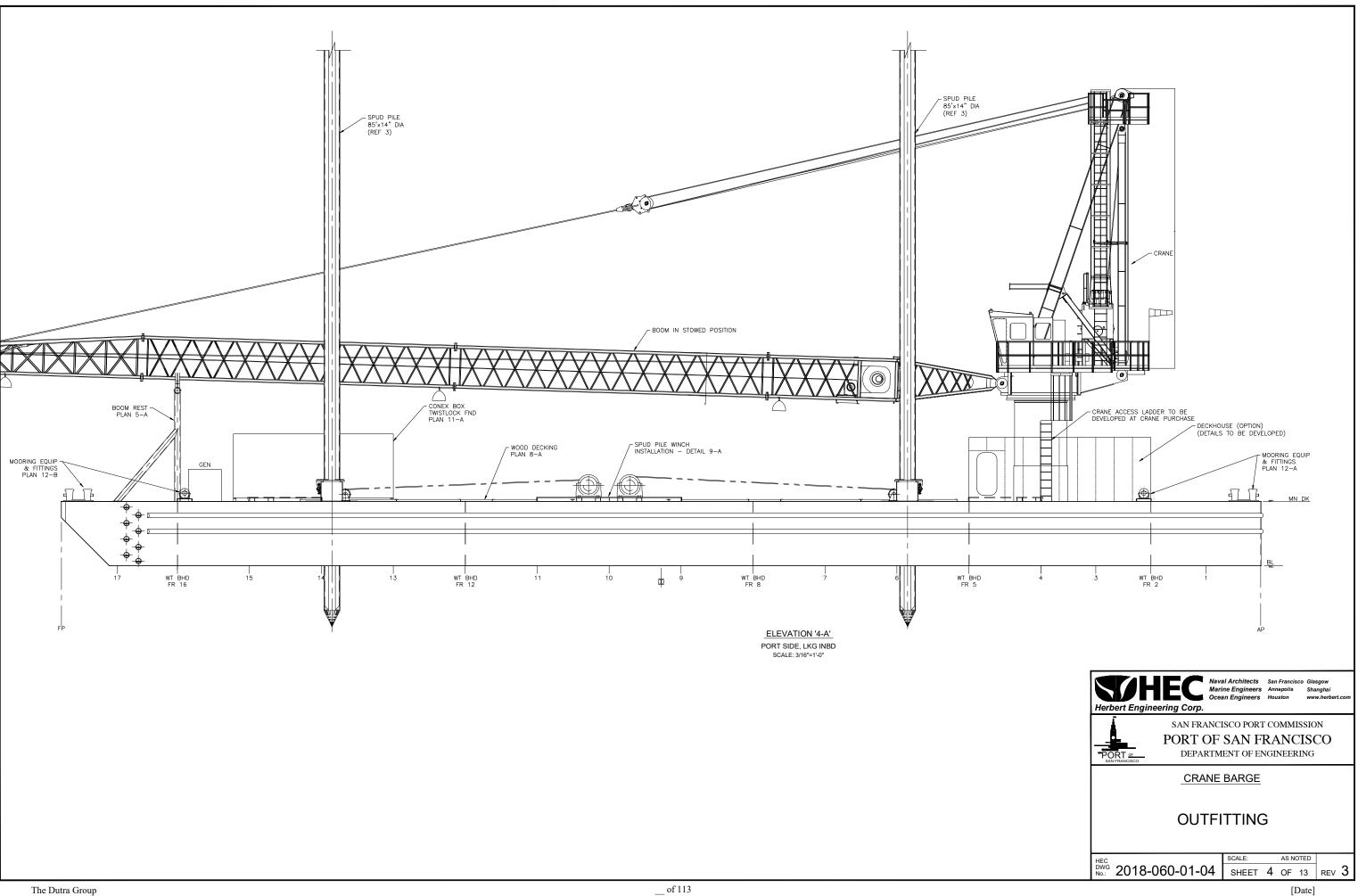
OUTFITTING

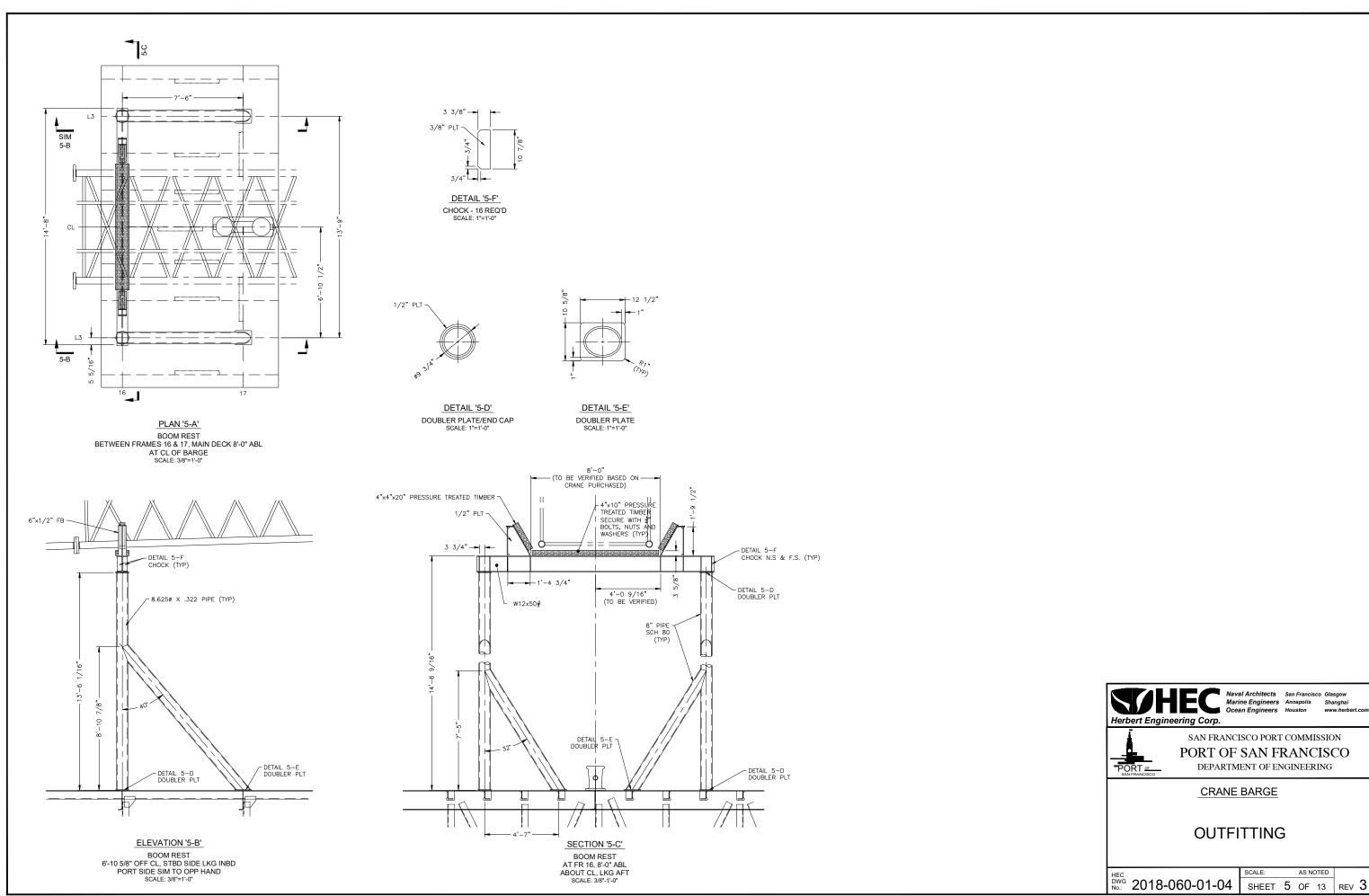
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FILE: -	SHEET 1 OF 13 REV 3

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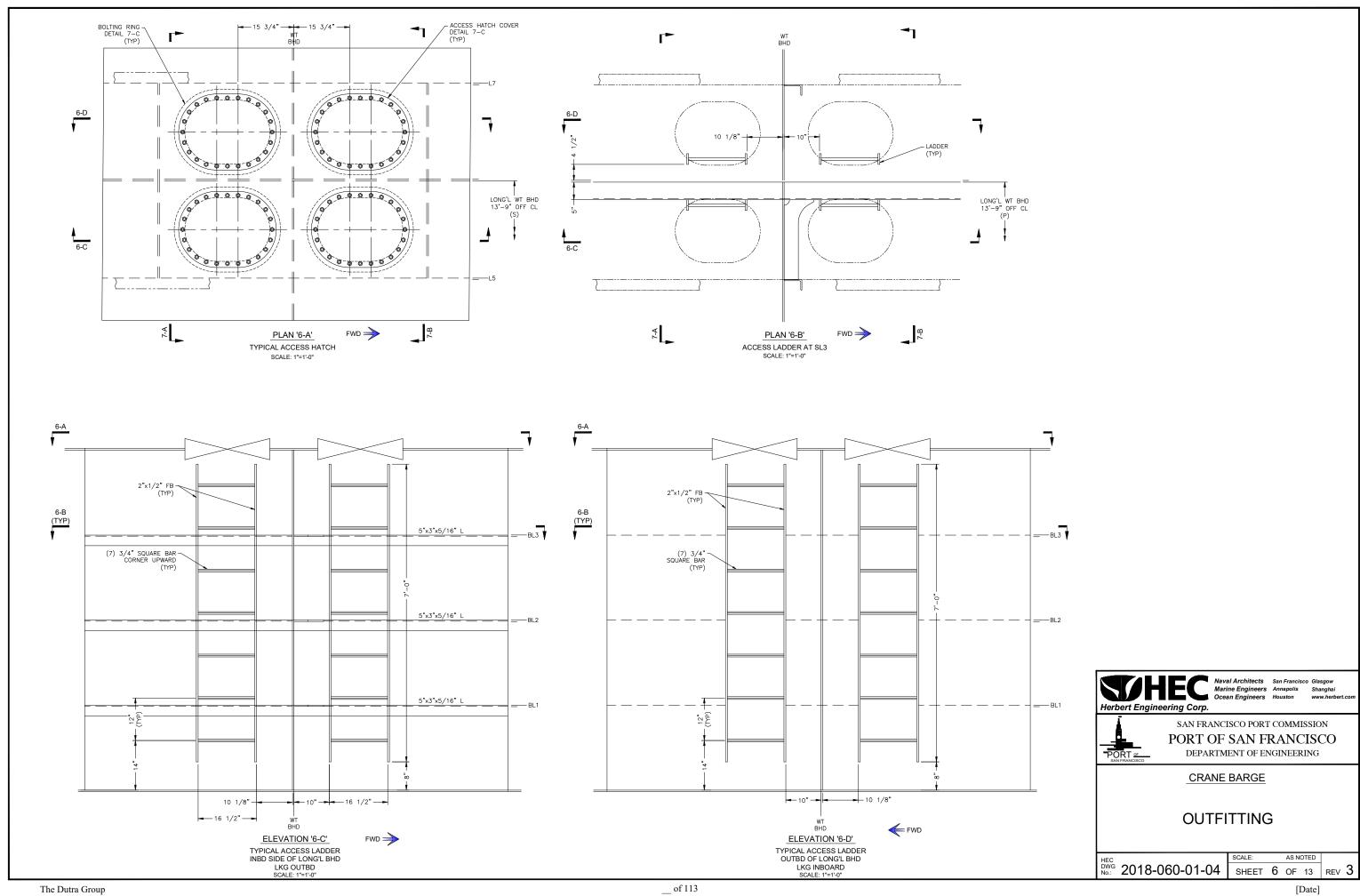


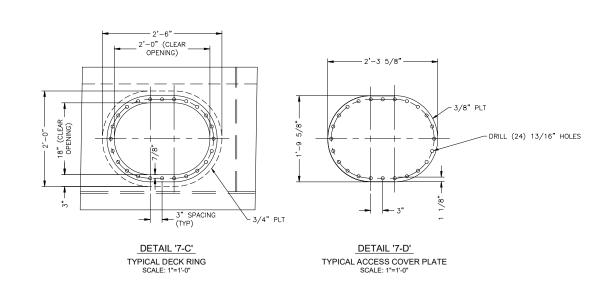


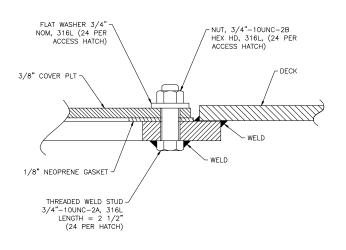




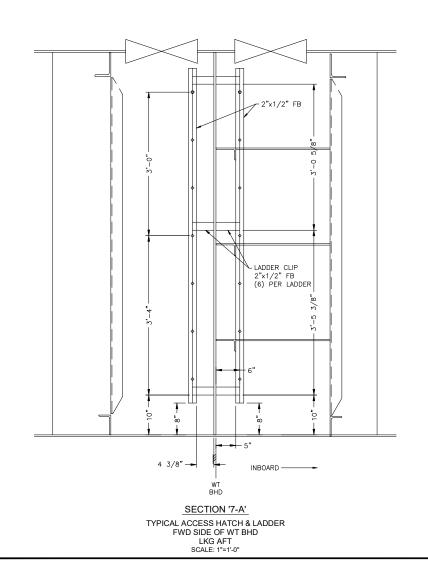
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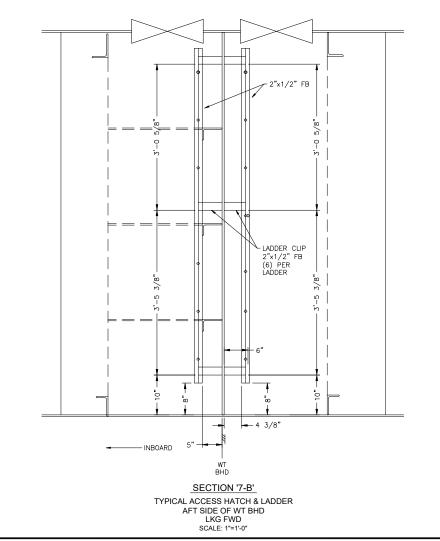


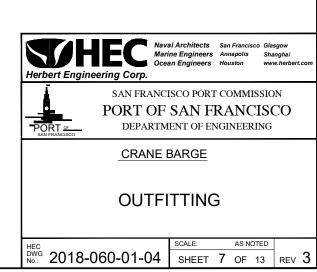


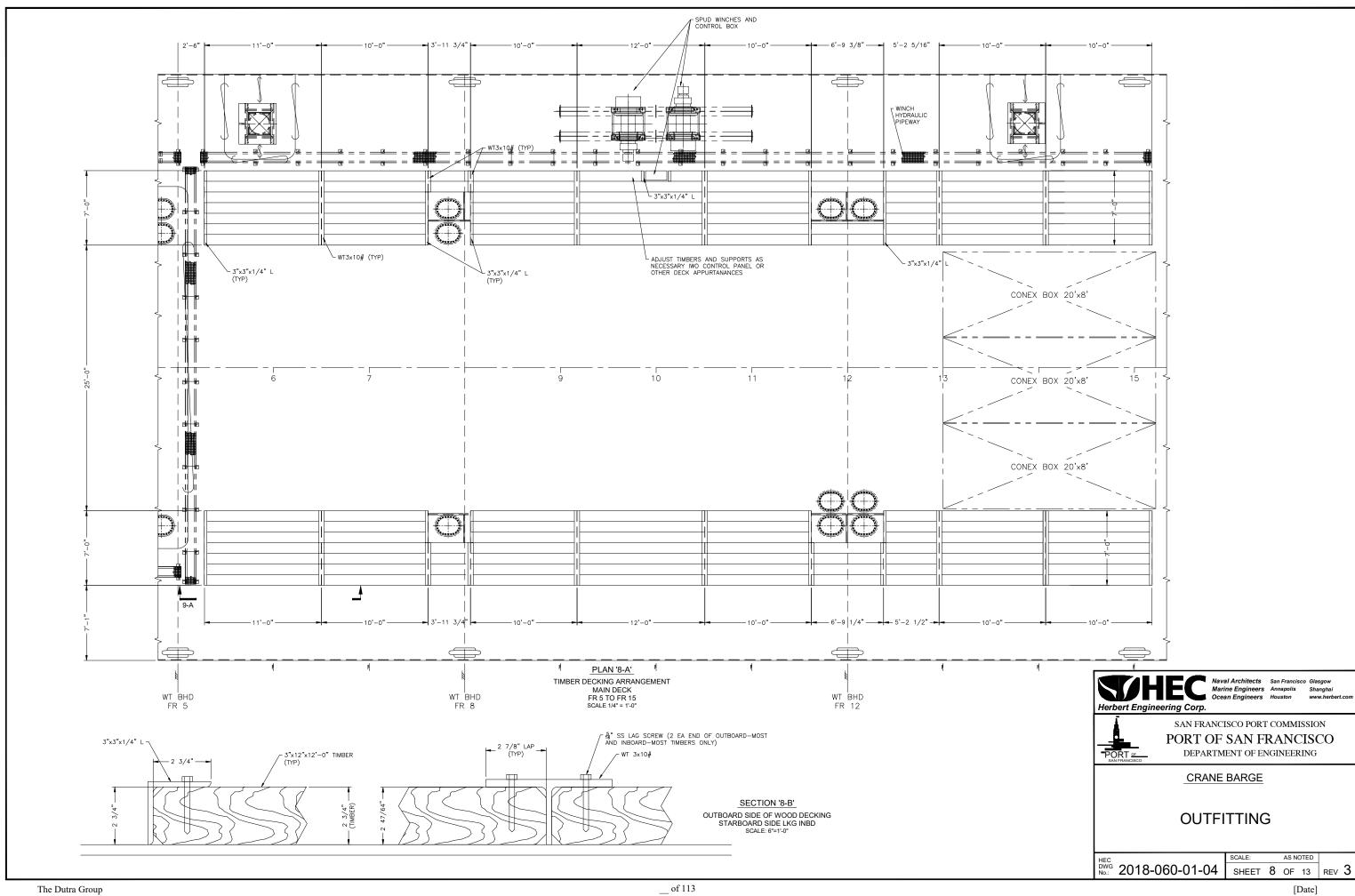


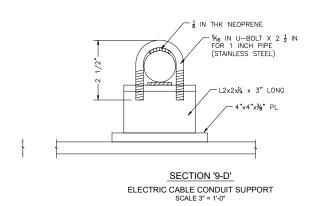
DETAIL '7-E'
ACCESS HATCH ASSEMBLY
SCALE: 1"=1'-0"

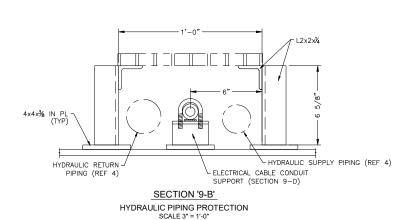


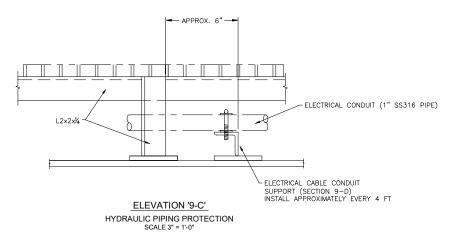




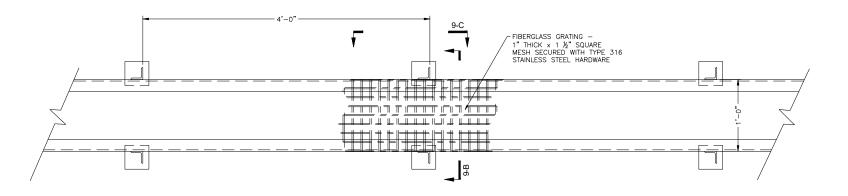




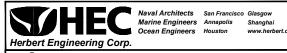




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DETAIL '9-A' HYDRAULIC PIPING PROTECTION SCALE 1-1/2" = 1'-0"



PORT OF SAN FRANCISCO

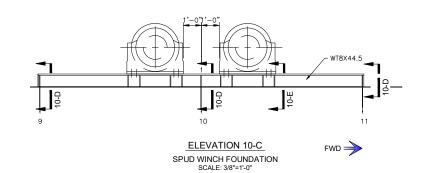
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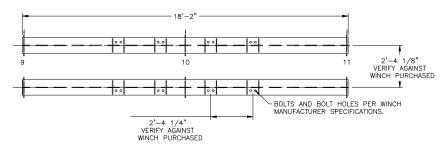
**CRANE BARGE** 

OUTFITTING

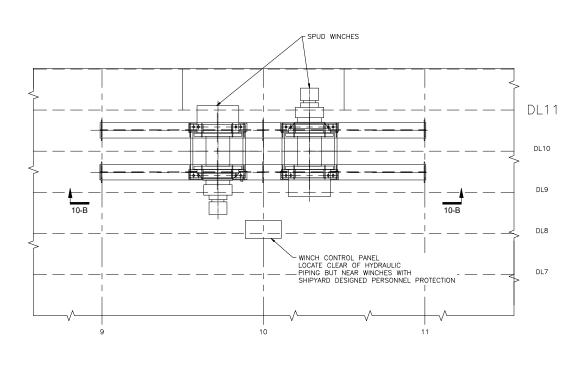
DWG No.: 2018-060-01-04

AS NOTED SHEET 9 OF 13 REV 3



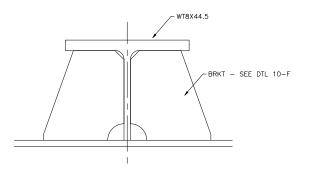


DETAIL 10-B SPUD WINCH SUPPORT BEAMS SCALE: 3/8"=1'-0"

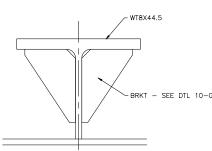


DETAIL 10-A FWD →

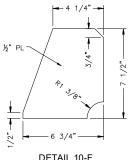
SPUD PILE WINCH FOUNDATION



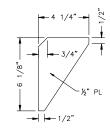
DETAIL 10-D BRACKETS AT WEB FRAMES SCALE: 1-1/2" = 1'-0"



DETAIL 10-E BRACKETS AT NEAR BOLTS SCALE: 1-1/2" = 1'-0"



DETAIL 10-F BRACKETS AT WEB FRAMES SCALE: 1-1/2" = 1'-0"



DETAIL 10-G BRACKETS AT NEAR BOLTS SCALE: 1-1/2" = 1'-0"

NOTE: ADJUST DIMENSIONS AS REQUIRED FOR ACTUAL EQUIPMENT PURCHASED.



PORT OF SAN FRANCISCO

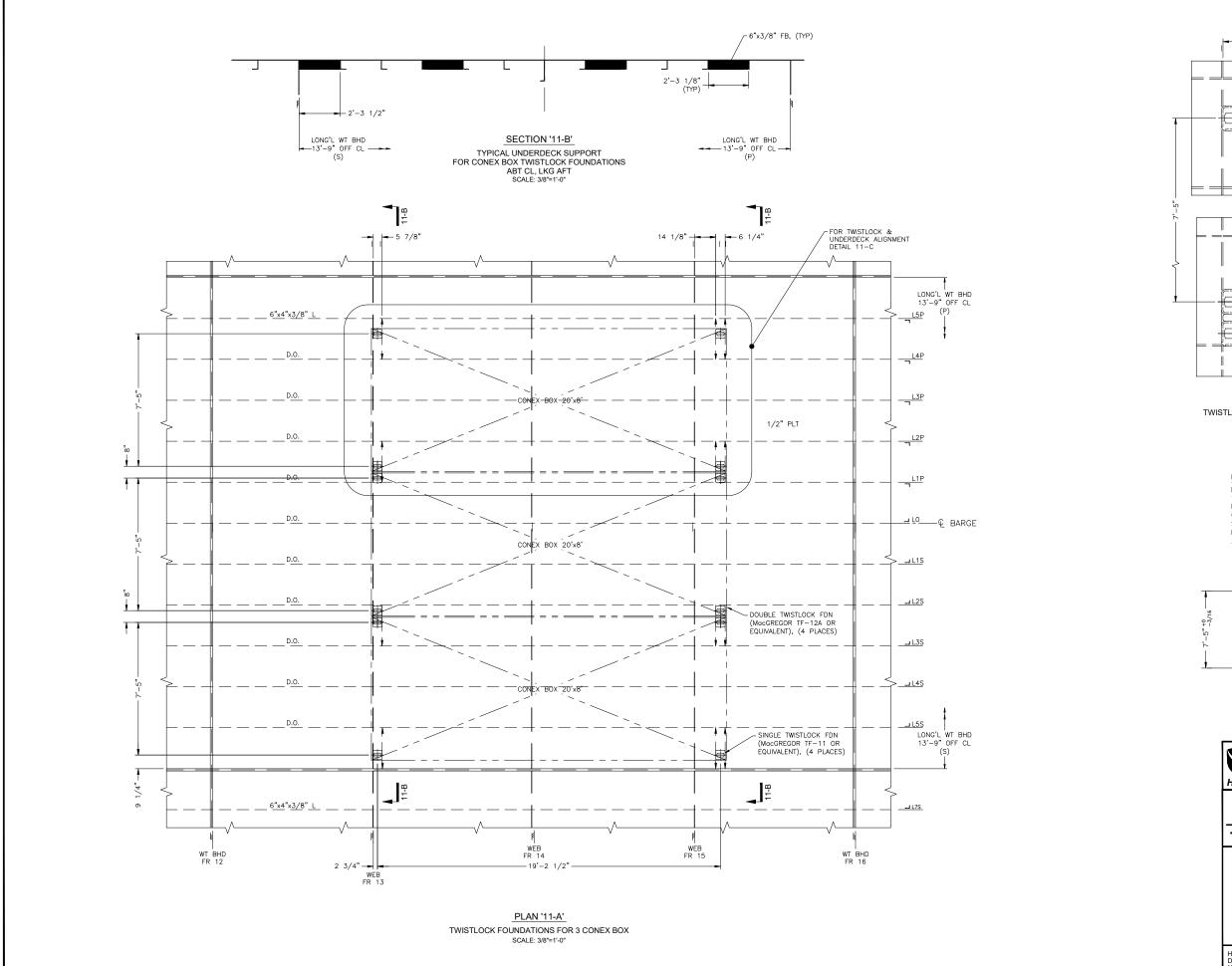
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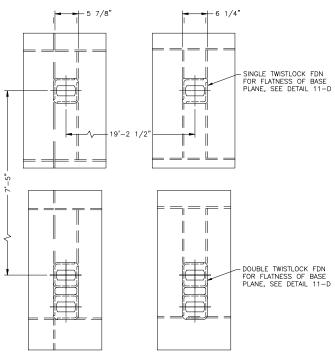
**CRANE BARGE** 

OUTFITTING

DWG No.: 2018-060-01-04

AS NOTED SHEET 10 OF 13 REV 3

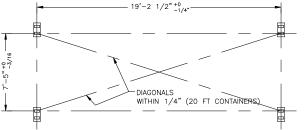




\_DETAIL '11-C'\_
TWISTLOCK & UNDERDECK STRUCTURE ALIGNMENT
SCALE: 1"=1'-0"5

### FLATNESS OF BASE PLANE OF ANY STACK OF CONTAINERS:

NO POINT SHALL DEVIATE FROM THE PLANE OF THE OTHER THREE BY MORE THAN THAN ±1/8". THE TOLERANCES FOR THE FLATNESS OF THE PLANE OF ANY STACK OF CONTAINERS TO A COMMON PLANE ESTABLISHED BY (2) ADJACENT CONTAINERS SHALL BE ±1/8" OVER 16'-0". SHIMS REQUIRED TO ESTABLISH FLAT PLANE SHALL HAVE A MINIMUM THICKNESS OF 1/4", WITH A CONTINUOUS FILLET WELD OF 1/4".



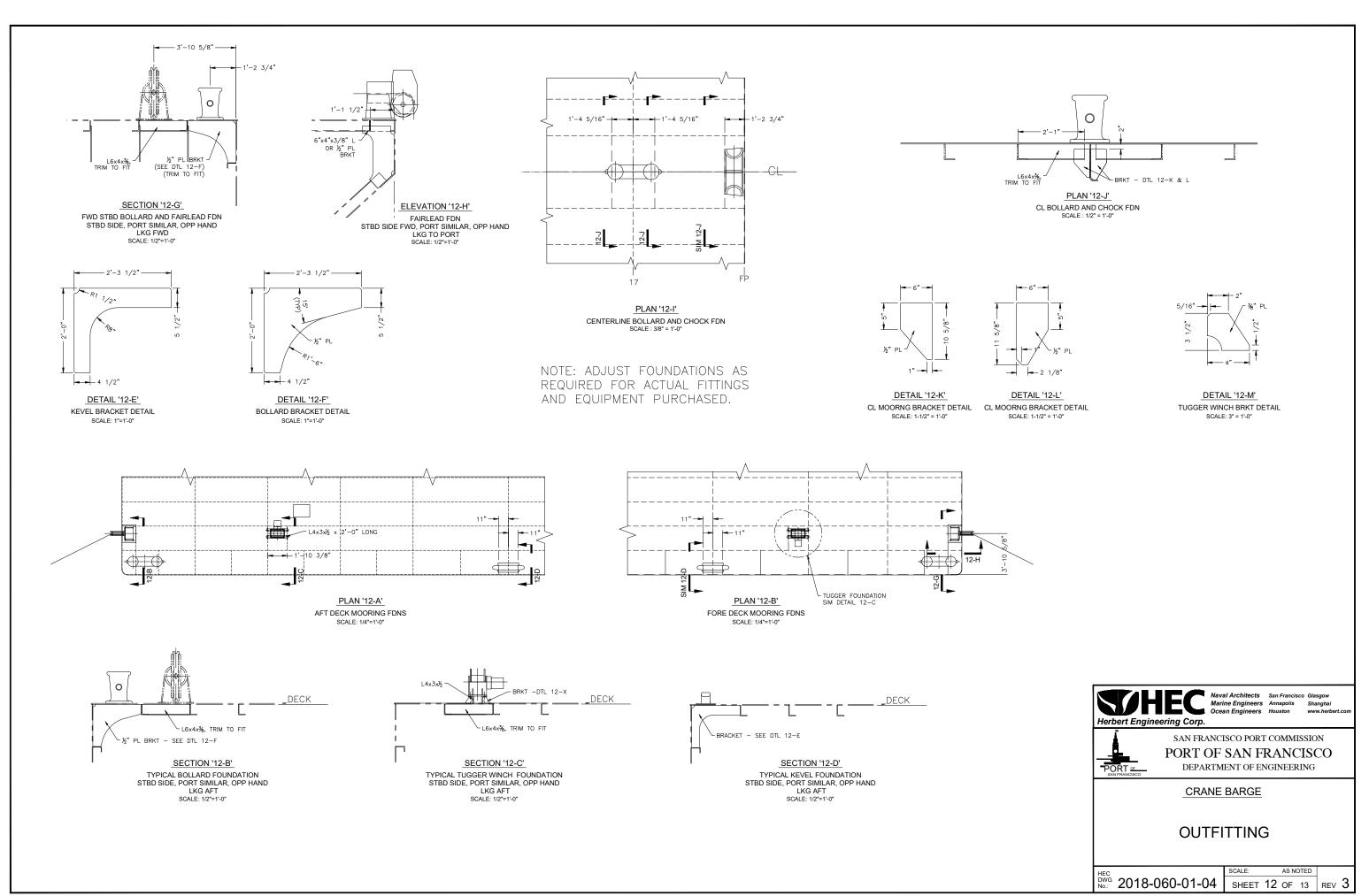
DETAIL '11-D'
DECK SOCKET TOLERANCES
NOT TO SCALE

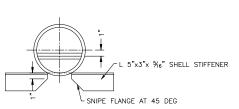


CRANE BARGE

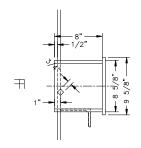
OUTFITTING

HEC DWG No.: 2018-060-01-04 SHEET 11 OF 13 REV 3

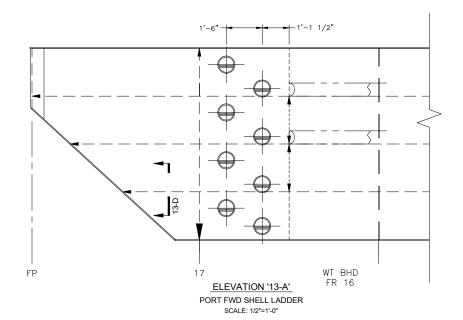


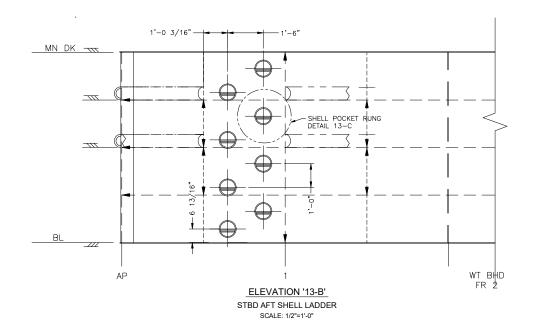


DETAIL '13-C' SHELL POCKET RUNG SCALE: 1-1/2"=1'-0"



SECTION '13-D' SHELL POCKET RUNG SCALE: 1-1/2"=1'-0"





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SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

**CRANE BARGE** 

OUTFITTING

HEC DWG No.: 2018-060-01-04 SHEET 13 OF 13 REV 3

AS NOTED

# EXHIBIT A-5 – Mechanical Arrangement

[Date]

## **GENERAL NOTES**

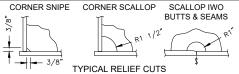


- THIS DRAWING SHOWS THE ARRANGEMENT OF THE HYDRAULIC POWER
  PIPING ON DECK FROM THE HPU TO THE CONSUMERS. THESE
  CONSUMERS ARE FOUR TUGGER WINCHES, TWO SPUD-PILE WINCHES
  AND FOUR SPREAD-MOORING WINCHES.
- PRESSURE PIPING (SUPPLY) IS SIZED FOR 3000 PSI WORKING PRESSURE AT 142 GPM. RETURN PIPING IS SIZED FOR FOR RETURN TO TANK.
- 3. ONLY PRESSURE AND RETURN LINES ARE PROVIDED ON DECK. ALL FLOW AND PRESSURE CONTROL REQUIRED FOR WINCHES ARE TO BE SPECIFIED AND PROVIDED IN THE CONTROL PANEL BY THE WINCH
- 4. ALL PLAN VIEWS ARE TOP LOOKING DOWN. ALL SECTIONS ARE LOOKING AFT. ELEVATIONS VIEWS ARE AS FOLLOWS:

   FROM STARBOARD SIDE: OUTBOARD LOOKING INBOARD

   FROM PORT SIDE: INBOARD LOOKING OUTBOARD
- 3. DRAWING UNITS ARE IN FEET & INCHES.
- 4. ALL MATERIAL, WELDING, FABRICATION AND WORKMANSHIP IS TO BE IN ACCORDANCE WITH APPLICABLE ABS RULES AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- 5. THERE SHALL BE NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
- 6. ALL NEW STEEL IS TO BE ABS GRADE A UNLESS NOTED OTHERWISE.
- EXCEPT WHERE NOTED, ALL WELDS ARE TO BE DOUBLE CONTINUOUS FILLETS WRAPPED AT THE ENDS. UNLESS OTHERWISE INDICATED, WELDS SHALL BE SIZED PER THE TABLE SHOWN TO THE RIGHT. SIZES PERTAIN TO THE LEG LENGTH.
- 8. PROVIDE RELIEF CUTS AS SHOWN IN THE TABLE TO THE RIGHT. IF NONE IS SHOWN ON THE DETAIL, IT IS ASSUMED TO HAVE THE 3/8"x3/8" CORNER SNIPE AND IS TO BE FILLED WITH WELD. SCALLOPS SHALL HAVE RADII AS SHOWN IN THE TABLE BELOW UNLESS NOTED OTHERWISE.

FILLET WELD SIZING TABLE							
THICKNESS OF THINNER PLATE	≤1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	≥3/4"
TILLET WELD <u>EG</u> SIZE	3/16"	7/32"	7/32"	1/4"	5/16"	5/16"	3/8"



INININER PLATE							
FILLET WELD LEG SIZE	3/16"	7/32"	7/32"	1/4"	5/16"	5/16"	3/8"
CORNER SNI	PE (	CORNE	R SCAI	LOP	SCAL	LOP IV	/0

CORNER SNIPE	CORNER SCALLOP	SCALLOP IWO
<sup>‡</sup> ∞ ↑↑	ΤŤ	BUTTS & SEAMS
3/8"	R1 1/2"	R <sup>1</sup>
. 11/ -	TYPICAL RELIEF CUTS	S '

# BILL OF MATERIALS

ITEM	QTY	UNIT	SIZE	DESCRIPTION	SPECIFICATION
1	240	FT	2 IN ND	SCH 80 PIPE	ASTM A312 TP316L
2	7	EA	2 IN ND	45 DEG ELBOW CL 3000 LB SOCKET WELD	ASTM A182 F316L
3	1	EA	2 IN ND	90 DEG ELBOW CL 3000 LB SOCKET WELD	ASTM A182 F316L
4	5	EA	2 IN ND	TEE CL 3000 LB SOCKET WELD	ASTM A182 F316L
5	12	EA	2 IN ND	CODE 62 O-RING FLANGE	SAE J518 316L
6	12	EA	2 IN ND	CODE 62 FLAT FACE FLANGE	SAE J518 316L
-7	7	EA	2 IN ND	CODE 62 BLIND FLANGE	SAE J518 316L
8	260	FT	2-1/2 IN ND	SCH 40 PIPE	ASTM A312 TP316L
9	1	EA	2-1/2 IN ND	90 DEG ELBOW CL 3000 LB SOCKET WELD	ASTM A182 F316L
10	4	EA	2-1/2 IN ND	TEE CL 3000 LB SOCKET WELD	ASTM A182 F316L
11	12	EA	2-1/2 IN ND	CODE 61 O-RING FLANGE	SAE J518 316L
12	12	EA	2-1/2 IN ND	CODE 61 FLAT FACE FLANGE	SAE J518 316L
-13	5	EA	2-1/2 IN ND	CODE 61 BLIND FLANGE	SAE J518 316L
	NOT	E: O-RING	AND FLAT FACE	FLANGES MARKED WITH (*) SHALL BE SUPPLIED BY V	VINCH VENDOR.

THE NUMBER OF FLANGES SHOWN DOES NOT INCLUDE THOSE NEEDED TO SPOOL PIPE. NOTE: PIPE SUPPORTS NOT SHOWN IN TABLE. CONTRACTOR TO LAYOUT AND SOURCE THOSE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.

#### DRAWING INDEX

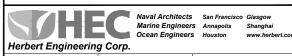
- SHT 1 GEN NOTES, ABBREVIATIONS, BILL OF MATERIALS SHT 2 ARRANGEMENT ON DECK SHT 3 HYDRAULIC SCHEMATIC SHT 2 PIPING DETAILS

#### ABBREVIATIONS

ABL ABOVE BASELINE EXISTG EXISTING
ABT ABOUT FR FRAME
BHD BULKHEAD FWD FORWAND
BKT BRACKET GOR GIRDER
BTM BOTTOM LONGL LONGTUDIN
CHK CHOCK NS NEAR SIDE
CL CENTERLINE N&F NEAR & F.
CLR CLEAR OPNG OPENING BKT BRACKET GDR GIRDER
BTM BOTTOM LONGL LONGTUDINAL
CHK C-HOCK NS NEAR SIDE
CL CENTERLINE N&F NEAR & FAR
CLR CLEAR OPPNG OPENING
CTM C-COAMING OUTBO OUTBOARD
CTR CENTER PLT PLATE
DBL DOUBLE PLTG PLATING
DET DETAIL REF REFERENCE
D.O. DITTO (SAME AS)
TABB BOTTOM
TYP TYPICAL
WT WATERTIGHT

	REVISIONS		
No.	DESCRIPTION	BY/DATE	/APPD
0	ISSUE FOR BIDDING	3/08/21	/ JRP
1	RE-ISSUE FOR BIDDING 1. INCLUDE SPREAD MOORING WITH INITIAL PROCURE	EMENT 6/13/22	/ JRP
2	REVISED PER FINAL SPECIFICATION  AM	H 2/6/25	JRP

	REFERENCES	
No.	TITLE	DWG No.
1	GENERAL ARRANGEMENT	2018-060-01-01
2	SPUD PILES	2018-060-01-03
3	OUTFITTING	2018-060-01-04
4	-	-
5	-	-



DRWN:	RJP/JRP	DATE:	MARCH 08, 2021	SCALE:	AS NOTED
CHKD:	JRP/JLG	APPD:	SAS	ACADFILE:	180600105-2
PROJECT	FILE:	2018-0	060-01	PLOTSCALE: 1	
ABS APP	ROVAL: -				leed B (11.00 x 7.00 Inches)
				,	<del>1.00 III01100)</del>

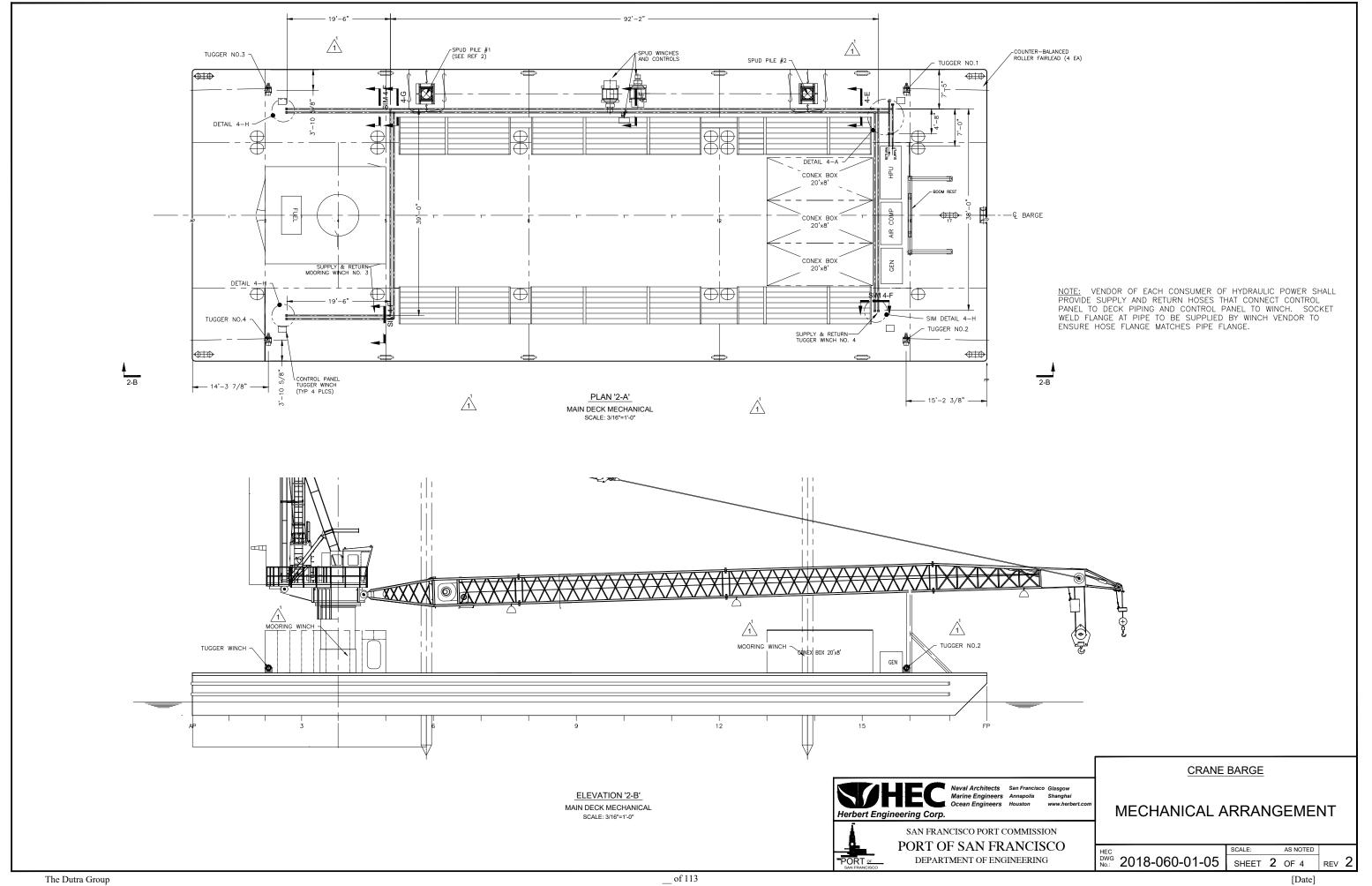


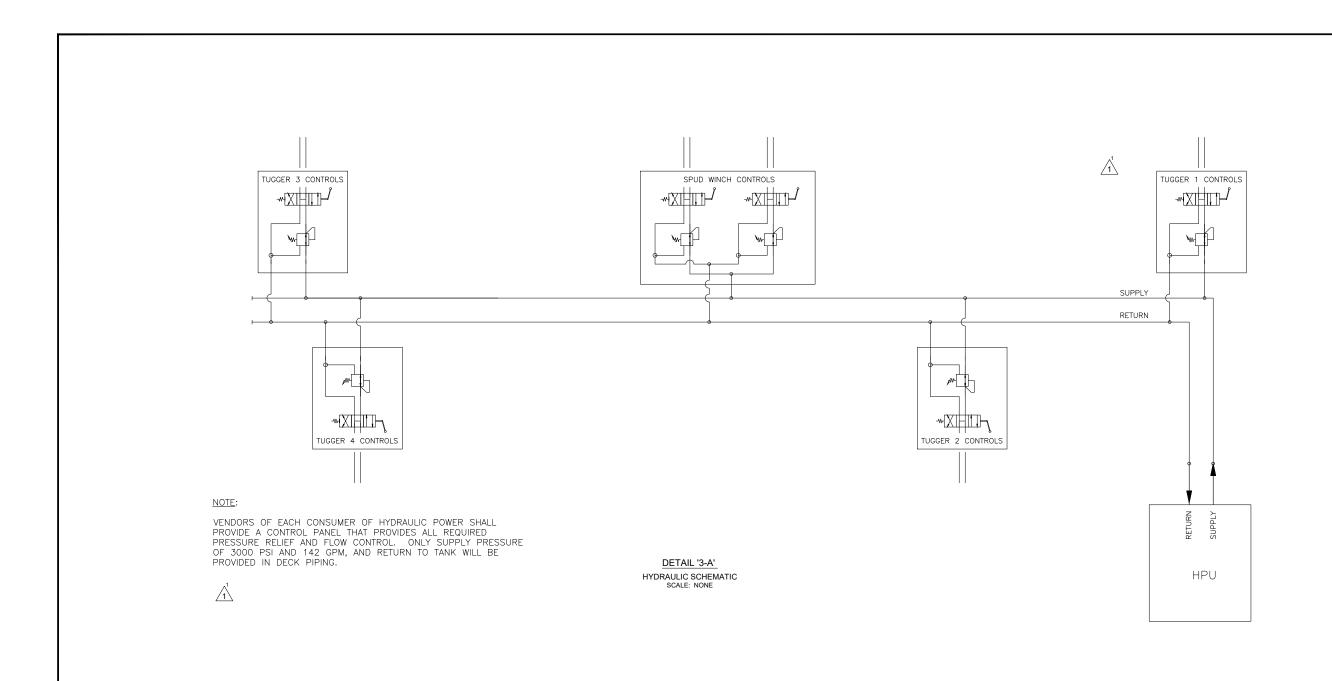
SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

**CRANE BARGE** 

MECHANICAL ARRANGEMENT

OWNER APPVL:	-	HEC DWG 2018.		
DATE:	-	No.: 2010	-000-0	1-05
FILE:	-	SHEET 1	OF 4	REV 2







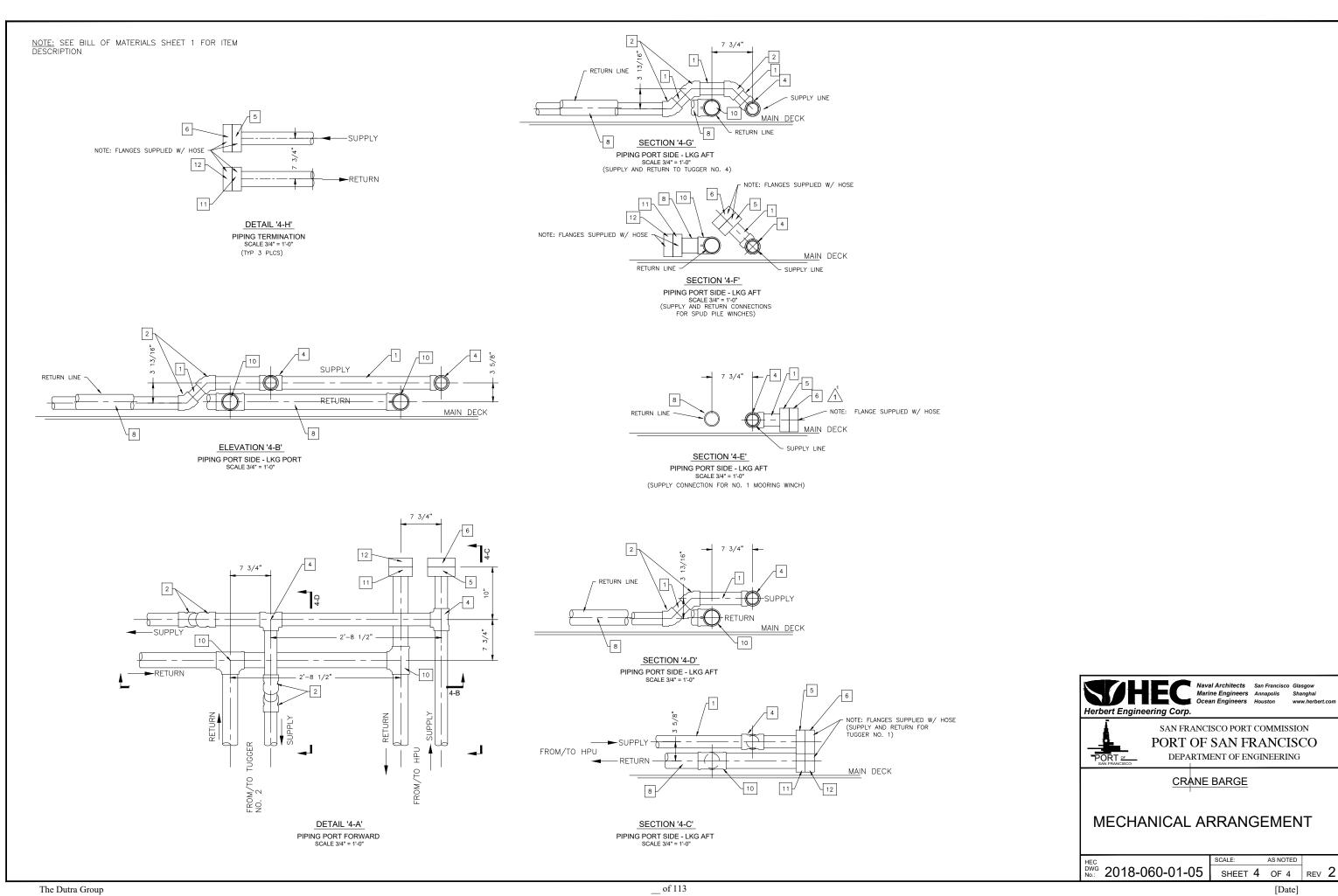
**CRANE BARGE** 

MECHANICAL ARRANGEMENT

HEC DWG No.: 2018-060-01-05 SHEET 3 OF 4 REV 2

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AS NOTED



# EXHIBIT A-6 – Electrical One-Line Diagram

[Date] 1000035542

### GENERAL NOTES

- THIS DRAWING PRESENTS THE ONE—LINE DIAGRAM FOR THE ELECTRICAL SYSTEM FOR A CRANE BARGE FOR PERFORMING ROUTINE REPAIRS AND OTHER LIFTING WORKS ALONG THE SAN FRANCISCO WATERFRONT.
- 2. THE CONCEPT PRESENTED HERE IS DEPENDENT ON SPECIFIC EQUIPMENT AND FIXTURES THAT WILL BE INSTALLED.
- FOR LOCATION OF ELECTRICAL COMPONENTS, SEE DRAWING 2018-060-01-01 "GENERAL ARRANGEMENT".

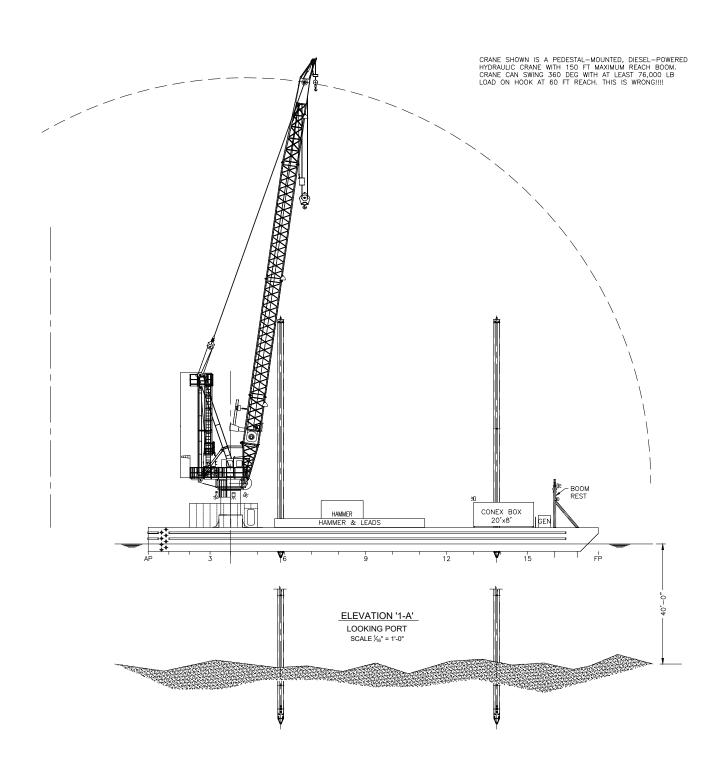
### ABBREVIATIONS

### DRAWING INDEX

SHT 1 - PRINCIPAL PARTICULARS, GEN NOTES, ABBREVIATIONS DEPLOYED OUTBOARD PROFILE, AFT PROFILE SHT 2 - ELECTRICAL ONE-LINE DIAGRAM - ENTRE BARGE SHT 3 - ELECTRICAL ONE-LINE DIAGRAM - CONEX & PED HSE SHT 4 - ELECTRICAL ONE-LINE DIAGRAM - AIR COMPRESSOR

1

		REVISIONS			
	No.	DESCRIPTION		BY/DATE/A	PP
	1	PRELIMINARY ISSUE TO CLIENT FOR REVIEW	JRP/AS	1/25/2021	JRF
	0	ISSUE FOR BIDDING	JRP/A	S 3/8/2021	JRF
	1	REISSUE FOR BIDDING 1. REMOVE PRINCIPAL PARTICULARS FROM S			
			JRP/	6/13/2022	JRF
	2	REVISED PER FINAL SPECIFICATION	АМ	H 2/6/25 JF	₹P



REFERENCES					
lo.	TITLE	DWG No.			
1	GENERAL ARRANGEMENT	2018-060-01-01			
2	-	_			
3	-	_			
4	-	-			
5	_	-			



DRWN:	AS	DATE:	JAN 25, 2021	SCALE:	AS NOTED
CHKD:	AS/JRP	APPD:	SAS	ACADFILE:	180600106-2
PROJECT FILE:		2018-060-01		PLOTSCALE:	1:2 ON ANSI D
ABS APPR	ROVAL: -				

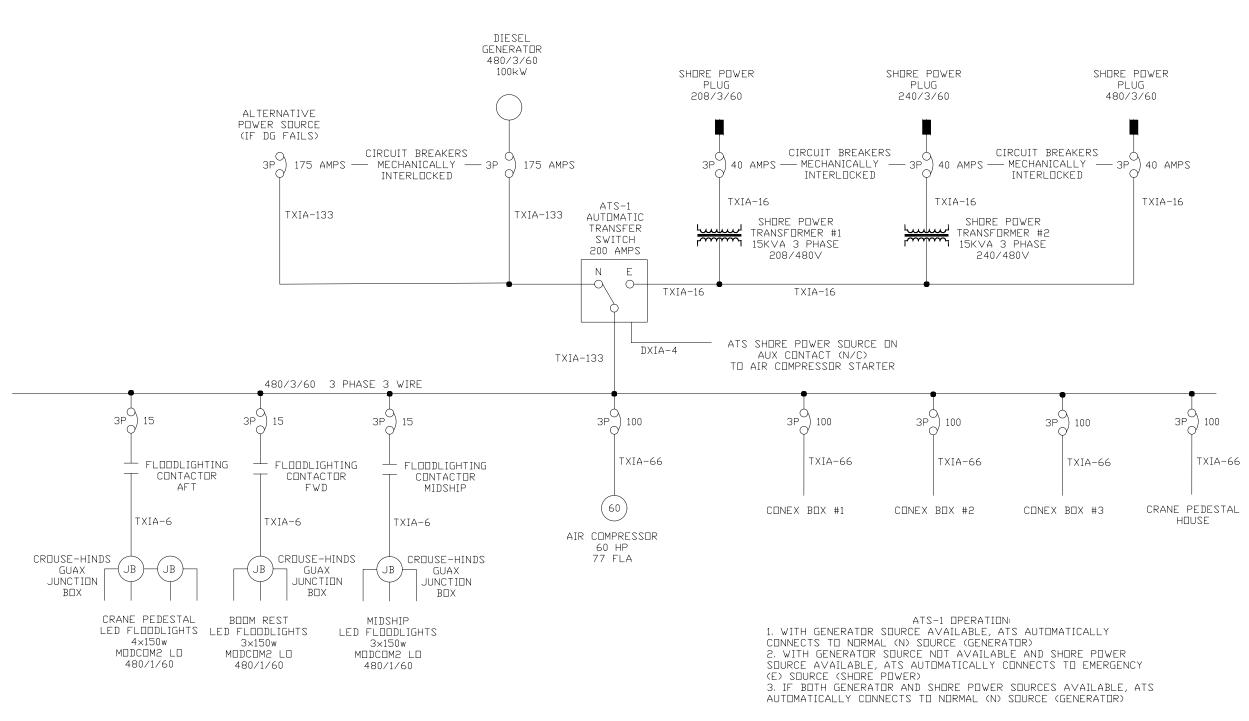


SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

**ELECTRICAL ONE-LINE DIAGRAM** 

OWNER APPVL:	HEC DWG 2018-060-01-	11-06	
DATE:	- No.: 2010-000-01-	00	
FILE:	- SHEET 1 OF 5 RE	√ 2	



LED FLOODLIGHT & INSIDE LIGHT FIXTURES MANUFACTURED BY PHOENIX LIGHTING

DETAIL '2-A'

BARGE ONE LINE

SCALE: NONE

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SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

**ELECTRICAL ONE-LINE DIAGRAM** 

DWG 2018-060-01-06

AS NOTED SHEET 2 OF 5 REV 2

480/3/60 3 PHASE 3 WIRE 100 (SHOWN ON SHEET 1) TXIA-66 (SHOWN ON SHEET 1) TXIA-6 15KVA 3 PHASE 480V PRI 208/120V SEC FXIA-16 3P 50 MAIN POWER PANEL 208/120/3/60 SWITCH 4 WIRE 50 AMP 24 CIRCUIT - (3) RLED4 LIGHTS DXIA-6 DXIA-6 20 DUPLEX 120V DUTLET DXIA-6 ĭp GFI 20 1P GFI DUPLEX 120V DUTLET DXIA-6 20 DUPLEX 120V DUTLET 1P GFI DXIA-6 20 DUPLEX 120V DUTLET ĭp GFĪ DXIA-6 -OO 2P SPACE — O 1P SPACE ×11

TYPICAL FOR EACH CONEX BOX

LED FLOODLIGHT & INSIDE LIGHT FIXTURES MANUFACTURED BY PHOENIX LIGHTING

DETAIL '3-A'

CONEX BOX ONE LINE

SCALE: NONE

\_\_ of 113





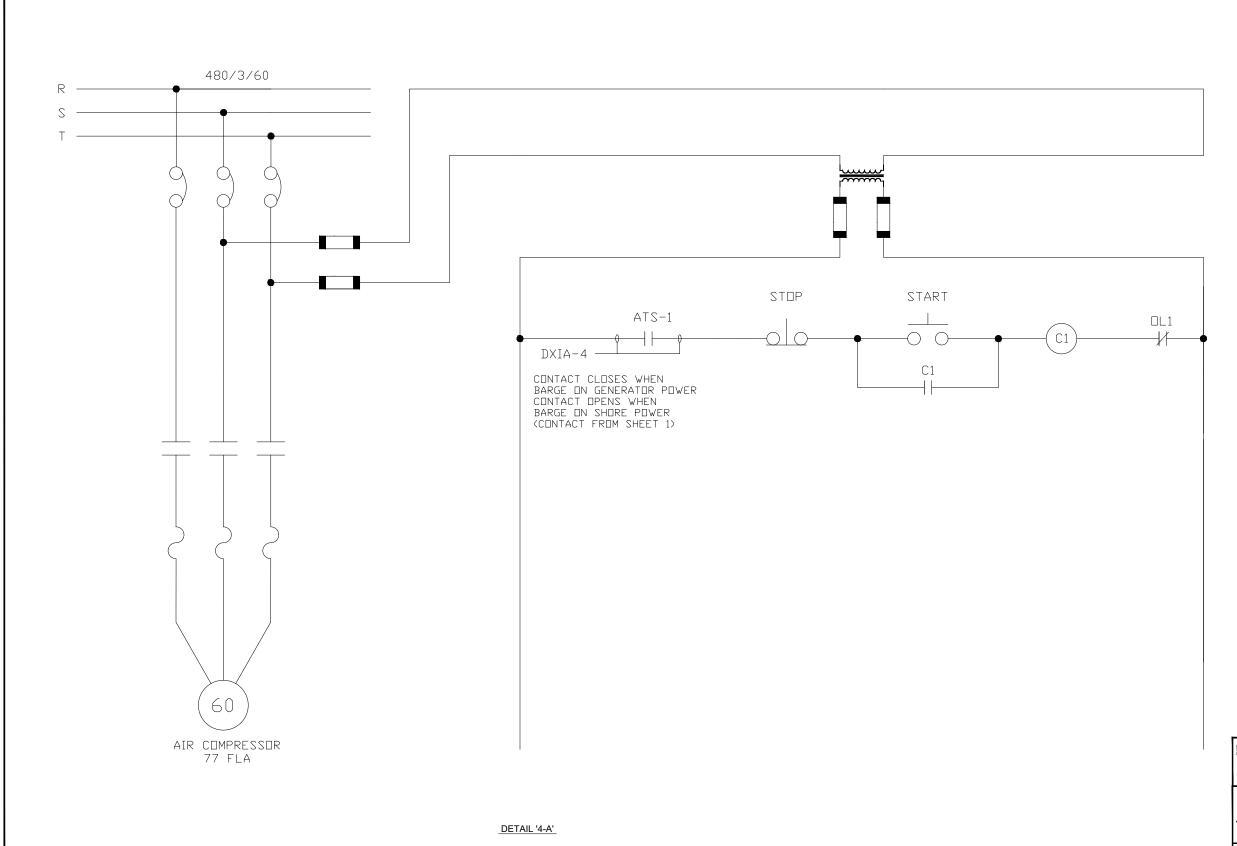
SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

**ELECTRICAL ONE-LINE DIAGRAM** 

DWG 2018-060-01-06

AS NOTED SHEET 3 OF 5 REV 2



AIR COMPRESSOR ONE LINE

SCALE: NONE

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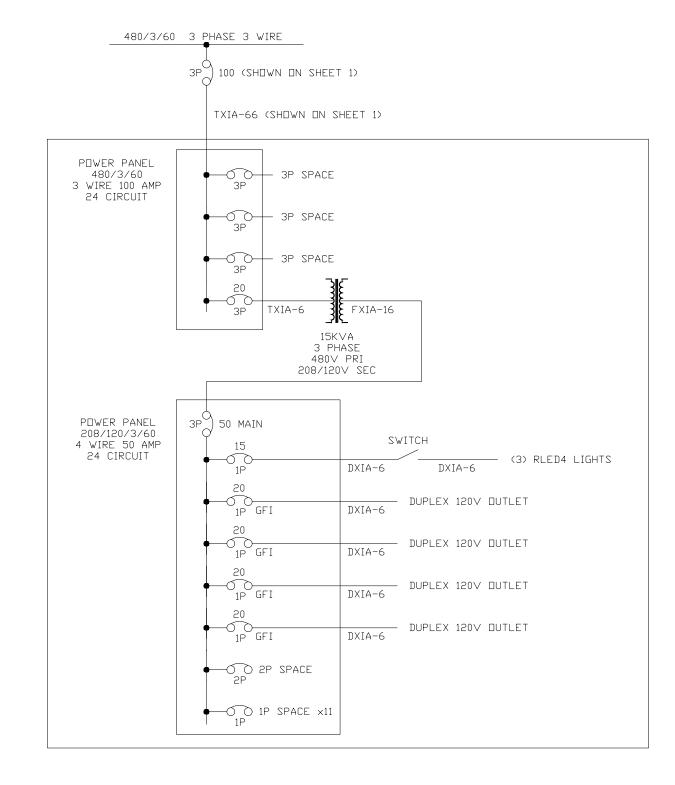
SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

**ELECTRICAL ONE-LINE DIAGRAM** 

DWG No.: 2018-060-01-06

AS NOTED SHEET 4 OF 5 REV 2



LED FLOODLIGHT & INSIDE LIGHT FIXTURES MANUFACTURED BY PHDENIX LIGHTING

### DETAIL '5-A'

CRANE PEDESTAL HOUSE ONE LINE SCALE: NONE



Herbert Engineering Corp.

Naval Architects San Francisco Glasgow
Marine Engineers Annapolis Shanghai
Ocean Engineers Houston www.herbert.c

SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING

CRANE BARGE

**ELECTRICAL ONE-LINE DIAGRAM** 

DWG No.: 2018-060-01-06

AS NOTED SHEET 5 OF 5 REV 2

# Appendix E Schedule

The Parties intend to adhere to the following Schedule. Aside from the Delivery Date, as that term is defined in the Agreement, this Schedule may be adjusted upon written agreement of the Parties without formal amendment or modification of the Agreement. Contractor shall, with each invoice, provide City an update on the progression of the Work and, if necessary, request an adjustment to the schedule. Contractor shall provide any requests to adjust the schedule as soon as is practicable following contractor's determination that such a request is necessary, but in any event no later than upon submission of the next invoice.

[APPROVED SCHEDULE NEXT PAGE]

# **POSF Crane Barge Project - Contract Schedule**

		Approximate			202	5								20	26				
	Duration	Completion Date	May	June July	August S	eptember	October	November	r December	January	February Mar	h April	May	June	July	August	September	October Noven	mber De
ninistrative																			
Dutra and POSF - Finalize Project Details and Contract		5/28/2025	Х	<u></u>	<u> </u>	;	: 	!	<u> </u>	<b>I</b>	! !		<u> </u>	¦	. —			ii	
Contract NTP	1 Day	7/14/2025	<b></b>	Х		!	 	<u> </u>	<u> </u>	l	<u> </u>		<u> </u>	l				<u>i</u>	
3.1 Kickoff Meeting / Partnering Session	1 Day	7/23/2025	l	X		<u>'</u>	i	i	.L	l	ii		<u> </u>	i i		Li		!	!_
3.1 Confirmation of Steel Pricing	1 Day	9/19/2025				Х			<u> </u>				I						
			ii	i i	T T	<u> </u>		Ī	I		Ī Ī		T	i i		I I		Ī	
ge																			
			!									ļ	ļ	ļ				:	
3.2 Submit Design Calculations 65% for weight, stability, and functional lifting capacity	7 Days	7/21/2025		Х		<u>-</u>		i —		1	i	<u>-</u>	Ť	1		<u> </u>			
3.2 Design Calculations 65% - approved by Port for weight, stability, and functional lifting capacity	7 Days	7/28/2025		Х				!		1	!!		Ţ	!				<u>-</u>	
3.2 Submit Design Calculations 100% for weight, stability, and functional lifting capacity	7 Days	8/4/2025	<b> </b> i-		Х	·i	i —	i —	· <del> </del>	1	i		<u> </u>	ii				i	
3.2 Design Calculations 100% - approved by Port for weight, stability, and functional lifting capacity	7 Days	8/11/2025		i	х	·	i	† —		1	†		Ť	·;		<u> </u>			
			11-		-			!	· [	1	ļļ		Ţ	r		F			
3.3 Submit Design Drawings 35% for Structure and Arrangement	15 Days	7/29/2025	I:	х				!	<u> </u>	1	<u> </u>		<u> </u>	; <u>-</u>					
3.3 Design Drawings 35% for Structure and Arrangement approved by Port	7 Days	8/5/2025	<b> </b>  -		x			<u> </u>	· <del> </del>	1	t		<del>+</del>	·					
3.3 Submit Design Drawings 65% for Structure and Arrangement	14 Days	8/19/2025	<b> </b>	<del>-</del>	X	·	 	†	· <del> </del>	t	ii	<del> -</del>	<u>†</u>	<u></u>		<u> </u>			<u>-</u> -
3.3 Design Drawings 65% for Structure and Arrangement approved by Port	7 Days	8/26/2025	<b>I</b> ¦-	<del> </del>	Х	·	¦	<del>!</del> —	· <del> </del>	1	†		÷	├ <u>-</u>		<del> </del>			
3.3 Submit Design Drawings 100% for Structure and Arrangement	10 Days	9/5/2025	<b>[</b> i-	<del> </del>	x - 1	х —		1	Г	1	t		<b>T</b>	ri		г <del>і</del>			
3.3 Design Drawings 100% for Structure and Arrangement approved by Port	7 Days	9/12/2025		<u>-</u>		- <u>x</u>		!	· <del> </del> -	ł	†		÷	·					<u> </u> -
3.3 <del>2.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3.3</del>	7 Duys	3, 12, 2023	<b> </b>				ļ-—	<del>!</del> —	· <del> </del>	ł <i>-</i>	ł		+	ļ <u>-</u> -		<u> </u>		<del>-</del>	<del> </del>
3.4 Submit Shop Drawings 35%	33 Days	9/7/2025	<del>-</del> -	— <del> </del>		vi		<del> </del>	· <del> -</del>	<del> </del>	<del> </del>		<del>+</del>	<u></u>					
3.4 Shop Drawings 35% approved by Port	7 Days	9/14/2025	<del>-</del> -	<del> </del>		·		ł	· <del> </del>	ł	<b>∤</b>		+	·} - — }		<b>:</b>			
3.4 Submit Shop Drawings 65%	33 Days	10/17/2025	Ii-	<del>i</del>		·		<del> </del>	· <del> </del>	ł	<del> </del>		<del>+</del>	ii		<b>├</b> <del> </del>			<u>-</u>
3.4 Shop Drawings 65% approved by Port	7 Days	10/24/2025	i-	<del>i</del>		^	⊹	<del> </del>	· <del> -</del>	ł <i>-</i>	i i		÷	·					⊢
	•						ŀ <del>(;</del>	٠	. <b></b>	<b> </b>	ł		+	H		<b>⊢</b> +		<del>-</del>	
3.4 Submit Shop Drawings 100%	33 Days	11/26/2025	<b> </b>	<del> </del>			^	<del></del>	L	<b></b>	<del>}</del>		<del>+</del>	<u>-</u>		<u></u>			<u>:</u> -
3.4 Shop Drawings 100% approved by Port	7 Days	12/3/2025	<b> </b>	— <del> </del>		,	ļ. — — -	<u> </u>	. <b></b>	<b> </b>	∤-—		<b>+</b>	¦		<u> </u> +			<u>-</u>
3.5 Material Order to Steel and other primary suppliers	7 Days	9/19/2025		<del>i</del>		<del>*</del>		<del></del>	<del></del>	I <u>-</u>	i		+	<u></u>	:	<u> </u>			
Barge Fabrication and Outfitting	8 Months	7/31/2026	<b> </b>			·	¦	<u>:</u>	<u> </u>	x	xx	<u>x</u>	x	x	- — - <del>X</del> —	<u> </u>			<u>-</u>
3.7 Completion of Hull Structure and Tank Testing	1 Week	7/31/2026	<b> </b> i-	i		i	i	i —	. <b>i</b>	<b> </b>	i i		<u> </u>	ii	x	<b>⊢</b> ∔			
						:	i	1	. <u>L</u>	<b></b>	LL		<del></del>	L		L			
ne e			,	<u>,                                      </u>			1		1										
			Ii-	<del> </del>		·		<del></del>	· <del> </del>	<b> </b>	ļi		<del>-</del>	i 					
3.6 Crane Order issued to vendor	14 Days	7/28/2025	I	X				<u> </u>	. <del> </del>	<b> </b>	ļ. — ļ —		<del>-</del>	<u> </u>		<u></u>			<b>-</b> -
Crane Engineering	3 Months	10/26/2025	Ii-	i	X	Х	X	i	. <del> </del>	<b> </b>	i - — i —		<del>-</del>	ii	. — —	<u>ii</u>			
Manufacturing	9 Months	7/28/2026	li.	i	<u>- i i - </u>	i	<u>-</u> -	X	X	Х	х х	X	X	X	X	L			
3.7 Crane Factory Acceptance Test and Delivery	7 Days	7/28/2026	<b> </b>  -		<u>_</u>	ļ	<u> </u>	ļ	. <u>L</u>	I	<u> </u>		<u> </u>	<u> </u>	Х	<u> </u>		<u>_</u> <u>_</u>	
Delivery to Outfitting Location	7 Days	8/4/2026	I	:		;	- — — -	<u>:</u>	<u> </u>	<b> </b>			<u> </u>	¦	. —	X			上
			 	I	_		 	<u> </u>	. <del>L</del>	<b>1</b>	 	_   	<u> </u>	 	. — —				
fitting																			
			l j.	i	. <u>i.</u> i.	i		<u>:</u>	<u> </u>	l	iii		<u>i</u>	i i		<u> </u>			
3.7 Crane Installation and Functional Testing onboard barge	30 Days	9/3/2026	<u> </u>	ii		<u>_</u>	<u> </u>		<u> </u>	J	LI			<u> </u>		Х	Х		
3.7 Substantial Completion walk-through and testing of all equipment and components	14 Days	9/17/2026				<del></del> -		!	<u> </u>	1							Х		
3.7 Deadweight Survey and hull inclining experiment	7 Days	9/24/2026	!	i	- [ ] -			<u> </u>	· !	I	i i	[	Ţ	ii			Х		
Transit to West Coast	50 Days	11/13/2026	I	<del> </del>		·	; - <b></b> -	<u>;</u> —	· <del> </del>	<b>1</b>	<u></u>		Ť	 			Х	x x	
3.8 Final Inspection of all Fabrication	7 Days	11/20/2026	<b> </b> :	<u>†</u>			!	<del>!</del>	· <del> </del>	1	t		<del>+</del>	t <u>-</u>		<del></del>		x	
3.8 Final Inspection of all Equipment and Components as installed on board	7 Days	11/27/2026	[i-	<del>i</del>		·;	i	i	· <del> </del>	t	ii		†	ii		<u> </u>		x	
3.8 Operational Testing of all equipment as installed on board	7 Days	12/4/2026	<b>I</b> †-	<del>i</del>	- <del></del>	·	i - — — -	<del>i</del>	· <del> </del>	1	i		÷	;;		<del></del> +			
3.8 Lifting Capacity test for Crane with Barge free floating	7 Days	12/11/2026	[i-	t	- <del> i</del> -	·j		t	·	t	t		<b>+</b>	ri		⊢ <del>†</del>			
3.9 Completion of Milestone 3.9 including final trials upon Delivery	7 Days	12/18/2026		<u>-</u>		+	·	!	· <del> </del>	t	ţ		÷	<u> </u>					
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The Dutra Group Appendix E (Schedule)

# Appendix F

# **Change Orders and Claims**

## ARTICLE 1 - CLARIFICATIONS AND CHANGES IN THE WORK

## 1.01 GENERALLY

- A. The City may, at any time between the Notice to Proceed and Final Completion and without notice to Contractor's surety, order additions, deletions, or revisions in the Work by Change Order, Unilateral Change Order, or Field Order. Contractor shall promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.
- B. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time if Contractor performs work that is not required by the Contract Documents as amended, modified, or supplemented in writing.
- C. The procedures set forth in this Appendix F are intended to ensure that when Clarifications and Changes in the Work are proposed, the Contractor provides the City with its best estimate of the costs and impacts associated with each Clarification and/or Change, so that the City may evaluate each potential Change and proceed on an informed basis. The City also intends that the Clarification and Change Order procedures (including the use of Unilateral Change Orders and Force Account) facilitate payment to the Contractor of additional, undisputed amounts.
- D. Failure by the Contractor to comply with the procedures of this Appendix, including the failure to provide timely, sufficient information and/or documentation to the City at the time of any Clarification or Change Order Request, shall constitute a waiver of any subsequent claim by the Contractor arising out of such Clarification or Change Order.

# 1.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS

- A. Should there appear to Contractor to be a discrepancy in the Contract Documents, should questions arise as to the meaning or intent of the Contract Documents, or should the City's comments on submittals returned to Contractor appear to Contractor to change the requirements or scope of the Contract Documents, Contractor shall submit a Request for Information ("RFI") to the City promptly. Contractor shall coordinate and schedule its Work to provide the City sufficient time to issue a written reply to the RFI before proceeding with Work affected thereby.
- B. The City shall issue a reply to the RFI within 10 working days of receipt of the same. The reply may include written Clarifications as deemed by the City to be necessary and consistent with the Contract Documents, or a Field Order requiring minor changes in the Work. If additional time is needed to issue the reply, the City will, within the 10 working-day reply period, notify the Contractor of the longer reply period. However, if the City's response time impacts the Schedule, the City shall extend the Schedule accordingly.

C. Clarifications of the Contract Documents and Field Orders issued by the City shall be binding on Contractor and shall be promptly executed by Contractor. The City's right to clarify any element of the Contract Documents shall not be construed to automatically entitle Contractor to a modification of the Contract Sum or a change in the Contract Time, though it may.

# 1.03 CHANGE ORDER REQUESTS AND PROPOSED CHANGE ORDERS

- A. COR Initiation: Should the City's Clarification or other written directive or determination, in the opinion of Contractor, materially exceed or change the requirements of the Contract Documents, Contractor shall submit to the City a written Change Order Request ("COR") within 10 working days of receipt of the Clarification or other written directive or determination. A COR shall reference the Clarification or other written directive or determination and the relevant Specification and Drawings, and clearly state reasons why a change is needed. A COR shall also include a cost proposal and/or a time adjustment proposal to the extent knowable, as a good faith estimate of any additional compensation or time associated with the affected Work, documented in accordance with subparagraphs 1.03E and 1.03F, below, and a narrative describing the scope of the COR including means and methods, sequence of Work, and other information necessary to fully understand the scope of the COR. The COR shall also include, as a minimum standard, quantity take offs and extensions identifying equipment and material against a specific Work task within the scope. Failure to submit a timely, reasonably well documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.
- B. COR Review: The City will review the COR. Within 10 working days after receipt of the COR and all required supporting documentation, the City will issue a written determination accepting or rejecting the COR in whole or in part. If the City requires additional time to issue a determination, it shall notify the Contractor of the same in writing, within the initial 10 working-day period. A final determination is any determination on a COR which states that it is final. If the City issues a final determination denying a COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per Article 2 of this Appendix F. If the City does not issue a determination within the 10 working-day period, or such other period as set forth in a written notice, then the Contractor may deem the COR rejected and the City's issuance, on the last day of the applicable period, of a final decision denying the COR in its entirety and may, thereafter, contest the decision by filing a timely Notice of Potential Claim per Article 2 of this Appendix F.
- C. PCO Initiation: The City may initiate a change in the Work by issuing a Proposed Change Order ("PCO"). A PCO will include a detailed description of the proposed additions, deletions or revisions with supplementary or revised Drawings and Specifications, and will request from Contractor a quotation of cost and time for completing the proposed changes. After the City issues a PCO, Contractor shall not submit a COR for the same Work addressed in the City's PCO.
- D. PCO Quotation Time Period: Contractor shall submit a PCO cost proposal and PCO time adjustment proposal, if applicable, to the City within 10 working days after receipt of a PCO. If Contractor fails to submit a PCO cost proposal and/or PCO time adjustment proposal within the 10 working-day period, or if the price or time adjustment cannot be agreed upon, the City may either direct Contractor to proceed with the Work on a Force Account basis or a

Unilateral Change Order instructing Contractor to proceed with the PCO Work based on the City's estimate of the cost and/or time adjustment, subject to a protest / claim as identified below.

- E. COR and PCO Cost Proposal Requirements: The Cost Proposal shall include a complete itemized breakdown of labor, material, equipment, taxes, insurance, bonds, and markup for overhead and profit for both additions and deletions on a form supplied by the City. The same shall be required for related Subcontractor and Lower-Tier Subcontractor cost proposals, which shall be furnished on the same form as required for Contractor.
- 1) At a minimum, Contractor shall provide the following documentation to the City in support of Contractor and Subcontractor cost proposals:
  - a. material quantities and type of products;
  - b. labor breakdown by trade classification, wage rates, and estimated hours;
  - c. equipment breakdown by make, type, size, rental rates, and equipment hours;

and

- F. COR and PCO Time Adjustment Proposal Requirements: If Contractor asserts it is entitled to an adjustment in Contract Time due to the proposed change order work, whether by COR or PCO, Contractor shall provide the following documentation to the City in support of any Contractor and Subcontractor time adjustment proposals:
- 1) Contractor shall submit to the City a CPM time impact evaluation using subnetwork or fragmentary network and including a written narrative and a schedule diagram or other written documentation acceptable to the City, showing the detailed work activities involved in a change that may affect the Critical Path and increase the Contract Time. The analysis shall also show the impact of the change on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-accepted progress schedule network, with appropriate logic so that a true analysis of critical path can be made.
- 2) Failure to comply with the requirements set forth in this subparagraph 1.03F shall constitute a waiver of any claim for delay, disruption, extended overhead and other associated costs or damages.

# 1.04 CHANGE ORDERS

- A. Execution of Change Orders; Modifications: When the City and Contractor agree on the total cost and time of a COR or PCO, the City will prepare for signatures of parties a Change Order to implement the changed Work. No oral instructions of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Change Orders that result in an increase to the amount certified by the Controller for the Project are subject to the Certification by Controller requirements of the City's Charter and are effective upon incorporation into an approved Modification.
- B. Release of Claims: The parties agree to make good faith efforts to settle all Change Orders full and final at the time of Change Order execution. Accordingly, City and Contractor acknowledge and agree that Change Orders shall contain the following provision, unless and

only if the City determines that good cause exists to use different release language for a specific change order:

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due to Contractor, all Subcontractors and all Suppliers, for the Work or change defined in the Change Order, including reasonably foreseeable impact on unchanged Work. By executing this Change Order, Contractor acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the reasonably foreseeable interruption of schedules, extended field and home overhead costs (if any), delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The execution of this Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change, unless not reasonably foreseeable. The Contractor, on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all reasonably foreseeable rights, without exception or reservation of any kind whatsoever, to file any further reasonably foreseeable claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

C. Change Orders issued under this Article or extensions of Contract Time made necessary by reason thereof shall not in any way release any guarantees or warranties given by Contractor under the provisions of the Contract Documents, nor shall they relieve or release Contractor's sureties of bonds executed under such provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such Change Orders and to any extension of time made by reason thereof. Contractor shall be responsible for giving notice of any change affecting the Work, Contract Sum or Contract Times that is required to be given to its sureties by the provisions of any bond.

## 1.05 UNILATERAL CHANGE ORDERS

A. General: When time does not allow for a Change Order to be negotiated, or when the City and Contractor are unable to agree on the cost or time required to complete the change in the Work, the City may issue a Unilateral Change Order instructing Contractor to proceed with a change in the Work based on the City's estimate of cost and time to perform the change in the Work. Upon receipt of a Unilateral Change Order, Contractor shall proceed with the ordered Work.

B. Protest: If time did not allow for Contractor to submit a complete Cost and/or Time Adjustment Proposal prior to the issuance of a Unilateral Change Order, and Contractor disagrees with any terms or conditions set forth in a Unilateral Change Order and wishes to protest the Unilateral Change Order, Contractor shall submit, within 10 working days of receipt of the Unilateral Change Order, a complete Change Order Request ("COR") in accordance with the requirements of Paragraph 1.03 (including a complete Cost and/or time Adjustment Proposal, as applicable). If a COR is not timely submitted as required, Contractor waives all rights to additional compensation for said Work, and payment, which shall constitute full compensation

for Work included in the Unilateral Change Order, will be made as set forth in the Unilateral Change Order. The City will review the COR and issue a determination per Paragraph 1.03. If the City denies the COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per subparagraph 1.05C, below. As a point of clarification, the protest procedures specified in this subparagraph do not apply to circumstances where Contractor submitted a complete Cost Proposal and/or Time Adjustment Proposal prior to the issuance of the Unilateral Change Order at issue, and the City subsequently issued a Unilateral Change Order because the parties were unable to timely agree on the cost and/or time to complete the change in the work. In such circumstances, if Contractor disagrees with any terms or conditions set forth in the Unilateral Change Order and wishes to pursue the dispute, Contractor must submit a timely Notice of Potential Claim per subparagraph 1.05C, below (but does not have to submit a revised/new COR).

- C. Claim Notification: Contractor waives all costs exceeding the City's estimate for the Unilateral Change Order Work unless Contractor submits a written Notice of Potential Claim in accordance with the requirements of Article 2 below. Said Notice shall be submitted no later than 10 working days after occurrence of one of the following potential claim events, whichever occurs first:
- 1) Contractor submits an invoice for completion of the Unilateral Change Order Work; or
- 2) Upon Contractor's receipt of written notice from the City that the City considers the Unilateral Change Order Work completed.

## 1.06 COST OF CHANGE ORDER WORK

- A. For Change Order Work and Change Order Work proposal pricing, Contractor will be paid the sum of the direct costs for labor, materials and equipment used in performing the Work as determined by the procedures set forth in this subparagraph 1.06A.
- 1) Labor. Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Change Order Work. Working foremen will be considered a direct cost of the Change Order Work only if the individual is on Site physically installing the Work. The costs for all supervision, including general superintendents and foremen not on Site, will not be considered a direct cost and shall be included the markup defined in subparagraph 1.06B, below. The cost of labor, whether the employer is Contractor, a subcontractor, or other forces, will be the sum of the following:
- a. Actual Wages. The actual wages paid shall include any actual payments by the employer for its workers' health and welfare, pension, vacation, training, and similar purposes.
- b. Labor Surcharge. To the actual wages, as defined above, will be added a labor surcharge as set forth in the version of the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the extra work is accomplished and which is incorporated by reference as though set forth in full. That labor surcharge shall constitute full compensation to Contractor for all of its costs for worker's compensation insurance, Social Security, Medicare, federal unemployment insurance, state unemployment insurance, and state training taxes. No other fixed labor burdens will be considered, unless approved in writing by the City.

- c. Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workers.
- 2) Materials: The City will pay Contractor on Change Orders only for those materials furnished by Contractor and directly required for performing the Change Order Work. The cost of such material shall be the direct cost, including sales tax, to the purchaser, whether Contractor, Subcontractor or Lower-Tier Subcontractor, from the Supplier thereof and may include the cost of transportation, but delivery charges will not be allowed unless the delivery is specifically required for the Change Order Work. If a trade discount by an actual Supplier is available to Contractor, such discount shall be credited to the City if Contractor received such discount. If the materials are obtained from a Supplier or source owned wholly or in part by Contractor, payment thereof shall not exceed the current wholesale price for the materials. The term "trade discount" includes the concept of cash discounting.
- 3) Equipment: Payment for equipment costs on Change Orders will be made at the lesser of the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of: (i) the Labor Surcharge & Equipment Rental Rate Book (including its supplement Miscellaneous Equipment Rental Rates) published by the California Department of Transportation and available for download at http://www.dot.ca.gov/hq/construc/equipmnt.html; or (ii) "Rental Rate Blue Book," published by EquipmentWatch, a unit of Penton Media, Inc., 181 Metro Drive, Suite 410, San Jose, California 95110, phone (800) 669-3282 (see http://www.equipmentwatch.com/Marketing/RRBB overview.jsp for information).

Such rental rates shall be adjusted as appropriate and will be used to compute payments for equipment, regardless of whether the equipment is under Contractor's control through direct ownership, leasing, renting, or other method of acquisition; provided, however, for equipment rented or leased in arm's length transactions with outside vendors, Contractor will be reimbursed at the actual rental or leased invoice rates when such rates are reasonably in line with the applicable rates specified in the publications identified above. Arm's length rental or lease transactions are those in which the firm involved in the rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Contractor has the burden of proof to demonstrate that a rental or lease transaction was an arm's length transaction. Contractor shall submit copies of all rental or lease invoices, and other information as requested by the City, if any, as supporting documentation with each PCO cost proposal.

Contractor shall provide all necessary equipment ownership and other information as requested by the City.

a. Daily, weekly, or monthly rates shall be used, whichever are lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, equipment of unwarranted size or type and cost is used, the cost shall be calculated at the rental rate for equipment of proper size and type. The actual time to be paid for equipment shall be the time the equipment is in productive operation on the Work under the Change Order. No payment will be made for time while equipment is inoperative due to breakdown or for non-work days. In addition, the rental time shall not include the time required to move the equipment to and from the Site. Loading and transportation costs will be paid, in lieu of rental time, only if the equipment does not move under its own power and is

utilized solely for the Work of the Change Order. No mobilization or demobilization will be allowed for equipment already on the Site. Equipment that is idle, non-operating or in standby mode shall be reimbursed at the lesser of Caltrans' rates, as adjusted by Caltrans' Delay Factor, or EquipmentWatch's rates, as adjusted by its standby calculation, unless such equipment is rented or leased as provided above. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment are included as part of Contractor's markup for overhead and profit as defined in subparagraph 1.06B.

- b. Payment to Contractor for the use of equipment as set forth herein shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Contractor incidental to the use of the equipment.
- B. Costs Included as Part of Markup for Overhead and Profit: To the total of the direct costs computed as provided in subparagraph 1.01A there will be added a markup for overhead and profit as specified in subparagraph 1.06C. The markup shall constitute full compensation for all direct and indirect overhead costs and profit which shall be deemed to include all items of expense not specifically listed in subparagraph 1.06A as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of the types of costs that are included in the markup for overhead and profit for all Change Orders including Force Account Work:
- 1) Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.
- 2) All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, internet and e-mail services, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1,000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to all regulatory requirements including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.
- 3) Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop drawings, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.
  - 4) Bond and insurance costs.
- 5) All other costs and taxes required to be paid, but not included under direct costs as defined in subparagraph 1.06A.

C. Contractor's Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category. These markups provide for all indirect and overhead costs and profit:

Changed/Extra Work –	Markup Percentage							
Direct Costs								
Contractor direct labor	15%							
Contractor direct materials	15%							
Contractor direct	15%							
equipment								
Subcontractor (of any tier)	35%							
direct labor								
Subcontractor/Supplier (of	15%							
any tier) direct materials								
Subcontractor/Supplier (of	15%							
any tier) direct equipment								

- 1) For Work performed by a Subcontractor, Contractor shall receive a maximum 7.5% markup on the Subcontractor's total cost (total cost includes direct costs plus applicable markups specified above). Such additional 7.5% markup shall reimburse Contractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor.
- 2) For Work performed by a Lower-Tier Subcontractor, Contractor and Subcontractor shall each receive a maximum 7.5% markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 7.5% markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower-Tier Subcontractor.
- 3) In no case shall the sum of the individual markups specified in subparagraphs 1.06C.1 and 1.06C.2, above, exceed 20%, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.
- D. For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: (i) Unit Prices stated in the Contract Documents; (ii) where Unit Prices are not applicable, a lump sum based upon the costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Paragraph 1.06, supported by a Cost Proposal as required by Paragraph 1.03. Neither Contractor nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.
- 1) When both additions and credits are involved in any one Change Order, Contractor's markup shall be computed on the basis of its direct costs and labor productivity for the net change in the quantity of the Work. For example, if a Change Order adds 14 units on one Drawing and deletes 5 units on another Drawing, the markup shall be based on the net addition of 9 units. No markup will be allowed if the deductive cost exceeds the additive cost.

- 2) If the City issues written notice of deletion of a portion of Work after the commencement of such Work or after Contractor has ordered acceptable materials for such Work which cannot be cancelled, or if part or all of such Work is not performed by Contractor because it is unnecessary due to actual Site conditions, payment will be made to Contractor for direct costs of such Work actually performed plus markup for overhead and profit as provided in subparagraph 1.06C and as otherwise provided under Termination for Convenience Section 8.1.
- 3) Contractor shall not be compensated for costs incurred after receipt of the City's written notice deleting the portion of Work, except as otherwise provided under Termination for Convenience Section 8.1.
- 4) Materials ordered by Contractor prior to the City's issuance of a notice of deletion shall be paid for by the City and shall become the property of the City, and the City will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the City so directs, the material shall be returned and Contractor will be paid only for the actual charges made by the vendor for returning the material including restocking charges.
- E. Costs Not Included in the Work: Contractor shall be solely responsible for determining which of its Subcontractors and Suppliers receive Change Orders. No additional compensation will be provided Contractor for the cost of its Subcontractors and Suppliers to review, post, coordinate, and perform related tasks to administer Change Orders which do not result in direct cost charges from such Subcontractors or Suppliers. Such costs shall be considered normal business costs, which are contractually determined between Contractor and its Subcontractors and Suppliers prior to Bid, and such costs shall be included in Contractor's Total Bid Price.
- F. Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Contractor.

## ARTICLE 2 - CONTRACT AND GOVERNMENT CODE CLAIMS

## 2.01 CLAIMS GENERALLY

- A. The City and Contractor acknowledge and agree that early identification and resolution of potential claims or disputes benefits all parties and advances the success of the Project.
- B. The notice requirements and procedures set forth under this Article 2 are necessary for the City to address potential claims and disputes. Having knowledge of potential claims and having documentation from the Contractor concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.
- C. Compliance with the Notice of Potential Claim and Contract Claim submission procedures prescribed in this Article are condition precedents to the right to file a Government Code Claim under California Government Code section 900, et seq., and Administrative Code

- Chapter 10. As set forth in subparagraph 2.04, Contractor's submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Contractor's compliance with the Government Code Claim requirements until the Contract Claim process is finally completed. Refer to subparagraph 2.04, below. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 2.01D, below. Disputed issues not timely raised and properly documented in conformance with this Article shall be deemed waived by the Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Contractor waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Contract Claim submission requirements.
- D. The Contract Claim procedures specified in this Article 2 do not apply to the following: (1) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (2) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury of death; (3) claims by the City; or (4) claims respecting stop notices.
- E. The requirements of this Article 2 shall survive expiration or termination of this Contract.

## 2.02 NOTICE OF POTENTIAL CLAIM

- A. If, during the course of the Project, the Contractor seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liquidated damages, Proposed Change Orders, Unilateral Change Orders, denial of Change Order Requests, payment, nonpayment, termination for cause, termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then the Contractor must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.
- B. Contractor must submit a Notice of Potential Claim to the City within fifteen (15) working days of the event, activity, occurrence, or other cause giving rise to the potential Claim. For potential Claims that involve or relate to an extra, change, addition or deletion to the Work, Contractor's fifteen day period to submit a Notice of Potential Claim will commence when the City Representative issues a final written decision denying, in whole or in part, Contractor's Change Order Request or other proper request for adjustment to the Contract Sum and/or Contract Time. Note that Contractor's failure to comply with required notice and submittal requirements for Change Order Requests (Article 1) shall constitute grounds to deny any related Claim.
- C. A Notice of Potential Claim shall describe the nature and circumstances of the potential claim event, set forth the reason(s) for which Contractor believes additional

compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Contractor believes it may be entitled.

- D. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Contractor to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.
- E. The requirements of Paragraph 2.02 apply will be tolled if the disputed issue underlying a potential claim event has been referred or submitted to an issue resolution/escalation ladder, Dispute Review Board, Dispute Resolution Advisor, or similar dispute resolution process that may be required by the Contract Documents.

## 2.03 CONTRACT CLAIM

- A. <u>General</u>. The Contract Claim shall be the Contractor's sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article shall constitute a waiver by the Contractor as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.
- B. <u>Deadline to Submit Contract Claim</u>. The time to submit a Contract Claim will depend on the dispute resolution process(es) that are incorporated into the Contract Documents.
- 1) If the Contract Documents require the establishment of an issue resolution/escalation ladder, Dispute Review Board, Dispute Resolution Advisor, or similar mandatory or optional supplemental dispute resolution process(es), and Contractor timely refers a disputed issue to the applicable process(es), then the time to submit a Contract Claim shall be extended as set forth in the Contract Document that implements the supplemental dispute resolution process(es). For example, as set forth in Section 00 73 10 (if used), for disputes reviewed by a Dispute Resolution Advisor and heard using a formal Dispute Meeting, Contractor must submit any certified Contract Claim for the dispute no later than 15 days after expiration of the acceptance period for the DRA Report. Contractor's timely referral of a disputed issue to a supplemental dispute resolution process which the Contract Documents identify as mandatory (e.g., Dispute Review Board) is a prerequisite to filing a Contract Claim under this Article. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.
- 2) The following Contract Claim submittal requirements apply (i) if the Contract Documents do not establish a supplemental dispute resolution process or (ii) the Contract Documents establish an optional supplemental dispute resolution process(es) and Contractor elects to not refer the disputed issue to an optional supplemental dispute resolution process. In such cases, Contractor may file a Contract Claim only as to disputed issues presented to and rejected by the City Representative through the Notice of Potential Claim process set forth in Paragraph 2.04, above. The City Representative will respond, in writing, to Contractor's Notice of Potential Claim, submitted per Paragraph 2.04, within 30 days of receipt of the Notice. If the

City Representative requires additional time to issue a determination, he or she will notify the Contractor of the same in writing, within the initial 30-day review period. Contractor shall submit a Contract Claim within 15 working days of receipt of the City Representative's written determination on the Notice of Potential Claim if Contractor disputes the City Representative's written determination and wishes to preserve its right to pursue the disputed issue. In the event that the City Representative does not issue a written determination on Contractor's Notice of Potential Claim within the prescribed period, the Contractor may submit a Contract Claim either after 15 days of the expiration of the prescribed period, or 45 days after submitting its Notice of Potential Claim, whichever is later.

# C. Contract Claim Certification Requirement:

- 1) Contractor, under penalty of perjury, shall submit with the Contract Claim certification by Contractor and its Subcontractor(s), as applicable, that:
  - a. the Claim is made in good faith;
- b. supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and
- c. the amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable.
- 2) An individual or officer who is authorized to act on Contractor's behalf shall execute the certification. Failure to certify a claim under penalty of perjury shall render the Contract Claim incomplete but shall not constitute its waiver unless Contractor fails to cure the deficiency promptly upon notice thereof.
- 3) In regard to a Claim or portion of a Claim by a Subcontractor, Contractor shall fully review the Subcontractor's Claim and shall certify the Subcontractor's Claim or such relevant portion(s) of the Subcontractor's Claim, under penalty of perjury, in the same manner the Contractor would certify its own claim under the foregoing subparagraph 2.03C.1 based on information and belief. The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.
- 4) Contractor hereby agrees that failure to furnish certification as required in this Article shall render the Contract Claim incomplete but shall not constitute its waiver unless Contractor fails to cure the deficiency promptly upon notice thereof.
- 5) Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

## D. Format of a Contract Claim:

- 1) The Contractor shall document its Contract Claim in the following format:
  - a. Cover letter and certification.
- b. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
  - c. List of documents relating to Claim:
    - 1. Specifications

- 2. Drawings
- 3. Clarifications/RFIs
- 4. Correspondence
- 5. Schedules
- 6. Other
- d. Chronology of events and correspondence.
- e. Analysis of Claim merit.
- f. Analysis of Claim cost (money and time).
- g. Attachments:
  - 1. Specifications
  - 2. Drawings
  - 3. Clarifications/RFIs
  - 4. Correspondence
  - 5. Schedules
  - 6. Other

# E. <u>Additional Requirements for Contract Claims Seeking Time Extensions or Contesting</u> the Assessment of Delay:

1) All Contract Claims seeking time extensions or challenging the assessment of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 2, a written analysis of all changes and all delays impacting the as-built critical path (the "As-Built Schedule Analysis"). Contractor shall base its As-Built Schedule Analysis on an as-built schedule that incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction. Contractor shall obtain the as-built schedule from the most recent base line schedule or progress schedule update as of the time of the activity, occurrence or other cause giving rise to the Claim. Contractor shall create the as-built schedule as an early start schedule, and the schedule shall use the original activity durations for all incomplete Work and the actual logic driving all activities. The As-Built Schedule Analysis shall incorporate all delays (including City, Contractor and third party Unavoidable Delay without exception) in the time frame that they occurred with actual logic ties. As part of its review of Contractor's As-Built Schedule Analysis, the City will determine the critical path and identify any City-caused and/or third party-caused delays (if any) on the critical path. The City will not review or consider any Contract Claim seeking time extensions or contesting the assessment of delay (including liquidated damages) that does not include an As-Built Schedule Analysis that meets the requirements of this Subparagraph.

# F. Procedure For Review of a Contract Claim:

- 1) The City shall review only a timely, certified, and properly documented Contract Claim.
- 2) The City shall respond to a Contract Claim in writing, within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If

the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.

- 3) Within 10 days of the date of the City's response or expiration of the 45-day period, whichever is earlier, the Contractor may request review of the Contract Claim and the City's response by the Department Head. The request must be in writing, directed to the Department Head and copied to the City Representative. Failure by the Contractor to make a timely request to the Department Head, copied to the City Representative, shall constitute acceptance by the Contractor of the City's original response.
- 4) Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with the Contractor and City personnel assigned to the Project, and confirm or revise the City's response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City's original response shall constitute the final administrative determination by the City.

## 2.04 GOVERNMENT CODE CLAIM

A. For the purposes of this Contract, the City and the Contractor hereby agree that any action at law against the City arising out of or relating to Contractor's performance of the Work shall accrue either on the effective date of termination or on the date of Delivery, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 2 shall operate to toll Contractor's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 2.03F.4.