

2. Amendment/Modification No. 33	3. Effective Date 2004SEP27	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-AD TODD BURROWS (586)753-2490 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BURROWST@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) SUPSHIP NEW ORLEANS 2300 GENERAL MEYER AVE NAVAL SUPPORT ACTIVITY, BLDG. 16 NEW ORLEANS, LA 70142-5700	Code	N63124
			SCD C PAS NONE ADP PT N63124		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BOLLINGER / INCAT USA, L.L.C. 8365 HIGHWAY 308 LOCKPORT, LA. 70374-3954 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-01-D-T064/0001
	<input type="checkbox"/>	10B. Dated (See Item 13) 2001JUL23
Code IUDC0	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AJ NET INCREASE: \$2,181,166.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of the parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) LAWRENCE R. ELLENA ELLENAL@TACOM.ARMY.MIL (586)574-6952
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2004SEP27

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SECTION A - SUPPLEMENTAL INFORMATION

1. Modification 34 to Delivery Order 1 is a bilateral letter contract modification to establish a ceiling price for maintenance items.
2. This letter contract modification constitutes a binding agreement and the terms and conditions set forth herein signify that it is the intention of the US Army Tank Automotive and Armament Command to execute a formal fixed price type contract modification. The modification is for the delivery of the supplies and the performance of the services set forth in the contract, upon the terms and conditions therein stated, that are incorporated in and made a part of the contract.
3. The Contractor is directed to proceed immediately and to commence performance of work, and to pursue such work with all diligence to the end that the supplies may be delivered or the services performed within the time specified in the contract, or if no time is specified, at the earliest practicable date.
4. CLIN 0007AA is hereby established at \$2,181,166.00.
5. C.157-C.178 is hereby added to the scope of work.
6. Clauses 52.216-24 entitled "Limitation of Government Liability" and 252.217-7027 entitled "Contract Definitization" are hereby added to this contract.
7. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 036 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS														
0007	SECURITY CLASS: Unclassified														
0007AA	<p><u>MAINTENANCE</u></p> <p>NOUN: FY04 HSV-X1 JOINT VENT MAINT PRON: P146PC722T PRON AMD: 01 ACRN: AJ AMS CD: 65480446100</p> <p>Ceiling Price: \$4,362,331</p> <p>See section C.157-C.178</p> <p>CLIN 0007AA is funded at 50% of Ceiling Price \$4,362,331, to be fully funded upon definitization of the Firm Fixed Price.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>30-DEC-2004</td> </tr> </table> <p>\$ 2,181,166.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		30-DEC-2004		LO		\$ 2,181,166.00
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	<u>DATE</u>														
	30-DEC-2004														

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
TACOM MAINTENANCE WORK PACKAGE

C.157. General Requirement

C.157.1. SCOPE OF WORK: This specification requires the Contractor to furnish all labor, materials, equipment and appropriate plant site to accomplish the programmed dry-docking, cleaning, painting and repairs to the USAV Joint Venture HSV-X1. These operations shall be complete and carried out in conformance with this specification, applicable drawings, clauses, terms and conditions of the contract. The purpose of this contract is to deliver a safe and seaworthy vessel.

C.157.2. Definitions: As used throughout this contract, the following words are defined:

C.157.2.1. Abrasive Blast to Near White Metal: Clean surfaces to SSPC-SP10 standard, 95% free of scale, rust, paint, staining or discoloration of the material surface, remaining 5% of surface area may contain randomly dispersed paint and staining residue.

C.157.2.2. Abrasive Blast to White Metal: Clean surfaces to SSPC-SP5 standard, 100% free of mill scale, rust, paint, staining or any discoloration of material surface.

C.157.2.3. Appendage: A general term for any part projecting from the underwater portion of the hull such as shaft bossing, bar keel, bilge keel, propeller struts and skegs.

C.157.2.4. Army Ship Surveyor: The person who inspects work performed by the Contractor for compliance with the contract and any modification thereto.

C.157.2.5. Contracting Officer: Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts, make related determinations and findings, and issue delivery/task orders. Only the Contracting Officer has the authority to extend the performance period of the contract and/or delivery/task orders.

C.157.2.6. Contracting Officer's Representative (COR): Contracting officer's representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

C.157.2.7. Exchange: Replacement of an item with a like item.

C.157.2.8. Furnish: The Contractor shall provide what is needed at the Contractor's expense, as part of the work item price. All parts shall be new, unless the specification allows for a reconditioned item.

C.157.2.9. Hand Tool Clean: Clean surfaces to SSPC-SP2 standard, free of all debris, scale, rust and loose paint.

C.157.2.10. Includes: To have or take in as a part or member.

C.157.2.11. Overhaul: The Contractor may remove an item from its installed location and move it to a work area suitable to disassemble all parts, clean all parts, inspect and/or test all parts, and submit a condition report on all parts that require renewal. Upon completion of Government determination of which parts can be reused and which parts must be renewed, the Contractor shall recondition those parts designated for reuse, replace parts designated for renewal with new parts, reassemble items, reinstall items, and test items.

C.157.2.12. Power Tool Clean: Clean surfaces to SSPC-SP3 standard, free of scale, rust, debris, and loose paint.

C.157.2.13. Qualified Manufacturers Repair Technician: A person who has received training by the manufacturer enabling the individual to properly inspect, troubleshoot, diagnose, adjust and perform repairs to that specific equipment/component.

C.157.2.14. Reinstall: To place back in designed position, remount and reconnect.

C.157.2.15. Renew: Put in a new item, unit or part as required by technical specifications.

C.157.2.16. Repair: To restore an item or system to a functioning condition by the performance of work on that item or system.

C.157.2.17. Replace: To supply an equivalent new item for the item to be replaced, to furnish and install.

C.157.2.18. Rust: All forms of ferric oxide.

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C.157.2.19. SSPC: Steel Structures Painting Council standards.

C.157.2.20. Surface Cleanliness: SSPC standards for surface cleanliness is the condition of the substrate after cleaning has removed partial or total residues of chloride, soluble ferrous salts and sulfate contamination. The acceptable standard of cleanliness in this specification is SC-2.

C.157.2.21. Tug: A vessel powered, designed, built and equipped for towing.

C.157.2.22. Waterjetting: Using Ultra Pressure High Water Jet (UPH-WJ) to SSPC-SP12 standard to achieve a near white blast, standard WJ-2.

C.157.3. Requirements and Contractor Responsibilities

C.157.3.1. These requirements and responsibilities shall be considered to be a part of this contractual specification. Consideration shall be given to these requirements and responsibilities and shall be reflected in the Contractor's bid/offer. The Contractor shall comply with all Federal, state, and local environmental regulations. The Contractor shall assume these responsibilities and perform as required.

C.157.3.2. Damages: The Contractor, to include all subcontractors, shall be responsible for all impairment to the usefulness of the vessel, its equipment, and machinery incurred while the vessel is under the Contractor's care.

C.157.3.3. Abrasive blasting and Painting: During abrasive blasting operations and painting of either exterior, interior or underwater hull, the Contractor shall take extreme caution to prevent blasting materials from entering into sections and compartments not intended to be abrasive blasted. All windows and port lights shall be protected. Exterior light fixtures, armored cables, deck machinery, name plates and all bright work shall be protected. Damage to any items on the vessel(s) shall be corrected by replacement or repair by the Contractor at no cost to the Government, and to the satisfaction of the Contracting Officer. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) requirements during sandblasting and painting.

C.157.3.4. Cleaning: All dirt, grease marks and debris caused by the Contractor's personnel in performance of work throughout the vessel(s) shall be thoroughly cleaned by the Contractor after all work and test runs have been completed and before the vessel(s) has been accepted by the Ship Surveyor. (The vessel shall be cleaned periodically to ensure a safe working environment.)

C.157.3.5. Ventilation: All painted areas not having free access to natural ventilation and which are required to be closed or sealed upon redelivery of the vessel(s) shall be ventilated by forced dry air between coat applications and for not less than twenty-four (24) continuous hours prior to closing.

C.157.3.6. Painting: All surface preparation, priming and finish painting required in the contract shall conform in all respects to the manufacturers detailed instructions which shall be made available to the Government Representative upon request.

C.157.3.7. Disturbed Areas: All painted surfaces that are disturbed, soiled or marred by the accomplishment of work specified herein, and authorized changes thereto, shall be cleaned, primed and painted by the Contractor at no additional cost to the Government.

C.157.3.8. Gas Freeing: In the performance of any burning, heating, welding, or access for entry required to accomplish the repairs identified in this specification, it shall be the responsibility of the Contractor to provide a "gas free" or "safe for hotwork" certificate issued by a certified chemist to the Army Ship Surveyor, certifying that all tanks or other adjacent areas in the way of repairs or alterations are free of gas or other fire hazards.

C.157.3.9. Recovered Materials: See FAR 52.223-9 for the definition. In addition, the Contractor shall certify FAR Clause 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items (Aug 2000), prior to final payment.

C.157.3.10. Drydocking Facilities: Watercraft (vessels) shall be drydocked without stress or strain by use of graving dock, floating drydock, marine railway, marine-travel lift or synchro-travel lift of sufficient capacity using multiple belly bands for lifting and travel.

C.157.3.11. Drydock Certification: The Contractor shall provide a sound graving or floating drydock, marine railway, or a travel lift capable of lifting and accommodating the vessel. The Contractor shall provide qualified docking personnel and a qualified dockmaster. Ensure the drydock and docking equipment are capable of docking and undocking the subject vessel at all ranges of tidal conditions.

C.157.3.12. Alterations: The Contractor shall not change or alter the configuration of the vessel in any way to get the vessel to and from the place of performance

C.157.3.13. Extension: All requests for an extension shall be submitted in writing to the Contracting Officer and the Contracting Officer is the only authority who can authorize an extension to the performance completion date.

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C.157.3.14. Welder's Certification: Welders must be certified for the types of metal and position of welding being performed with a minimum of three years' experience relating to repair and classification of the vessel.

C.157.3.15. Army Ship Surveyor/Contracting Officer's Representative's (COR) Office: The Contractor shall furnish suitable offices, office equipment and telephone at the site of the work for the Government's use. At a minimum the Contractor shall provide the following:

C.157.3.15.1. An office capable of being secured and located in an area where the noise level does not exceed guidelines set by OSHA for office environments. The office must be dedicated for use solely by the Government during the period of contract performance. The Army Ship Surveyor must have a key to the office and the office must be accessible to the Army Ship Surveyor during the Army Ship Surveyor's normal working hours and days. The office must have heat, air conditioning, and lighting that is conducive to a good working environment.

C.157.3.15.2. A desk with two drawers capable of being locked. The Ship Surveyor shall have the key to the desk.

C.157.3.15.3. A table or counter approximately 3 x 5x Height suitable for reading blueprints.

C.157.3.15.4. Three OSHA approved office chairs, one of which is an office type arm chair with rollers.

C.157.3.15.5. A touch tone telephone with a dedicated touch tone voice and facsimile line. Phone service shall not include a party line. Provide a multi-purpose printer/scanner/fax such as a model HP-7100 for scanning documents and printing reports.

C.157.3.15.7. Toilet facilities in same building as office.

C.157.3.15.8. Three vehicle parking spaces dedicated for use by U.S. Army/Government representatives; Ship Surveyor, Vessel Master and Chief Engineer only. All other vehicles will remain outside the shipyard facility.

C.157.3.15.9. A dedicated line (T1) capable of providing high speed electronic data transmission (i.e. internet access).

C.157.3.15.10. A 230 volt to 115 volt converter min 5 Amp output for powering and charging Army Ship Surveyor/CORs power strip for office equipment.

C.157.3.16. Protection of Vessel: The Contractor is responsible for the protection of the vessel(s) while under tow and in its yard. The Contractor must at all times have the vessel(s) secured and protected from fire, acts of God, vandalism and theft.

C.157.3.17. Final Inspection: Final inspection of the end item shall be performed by the Contractor in accordance with the contract. The Contractor's inspectors making final inspection shall document all inspection records. Deficiencies disclosed by the inspection and corrective action taken shall be described in detail on a deficiency sheet attached to the inspection record.

C.157.3.18. Examination and Tests:

C.157.3.18.1. All examinations and tests required to be performed by the Contractor shall be subject to the surveillance of the Army Ship Surveyor. Prior to the commencement of any such examinations or tests, the Contractor shall give a written or verbal two (2) hour notice to the Army Ship Surveyor, of the time and place where said examinations and tests will be conducted.

C.157.3.18.2. Unless otherwise specifically identified and set out in the schedule, the original line item price shall include all the cost and expenses of all examinations and tests required to be performed by the Contractor.

C.157.3.18.3. Progress Schedules: Prior to the start of any work or modification the contractor shall submit to the Army Ship Surveyor an electronic and 3 hard copies of a progress schedule, listing work by line item, and showing the order in which the contractor proposes to perform the work, and the dates on which the contractor contemplates starting and completing the work (including acquiring the material). The schedule shall be in the form of a progress chart of suitable scale to indicate the percentage of each line item scheduled for completion by any given date during the performance period and shall clearly identify the critical path for performing the work. The contractor shall keep the progress schedule current by making entries to include added or deleted items or changes in scheduled dates, and upon doing so shall immediately deliver the updated schedule electronically and provide 3 hard copies to the Army Ship Surveyor. The reports shall use the Contractor's format.

C.158. Fuel Tanks Cleaning, Inspection and Testing

C.158.1. The Contractor shall make removals, as required, to pump out all fuel and sludge from all Main Engine day tanks and long range fuel tanks and Ship Service Diesel Generators fuel tanks. The Contractor shall properly dispose of all sludge and waste fuel in accordance with Federal, State, and local laws. The Contractor shall provide temporary storage containers for removed fuel which could be as much as 40,000 liters. The Contractor shall wipe down interior surfaces of main engine day tanks, long range fuel tanks, and Ship Service Diesel Generators fuel tanks thereby removing all fuel oil and sludge residue to a lint free condition. The Contractor shall clean all fuel piping from tanks to all diesel engines. Contractor will replace all disposable filters and clean all filtering systems.

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C.158.2 Upon satisfactory completion of fuel tank cleaning, a joint Government/Contractor inspection of all tanks shall be performed. The Contractor shall provide all labor, material and equipment to perform all required DNV inspections prior to return of fuel. Upon completion of all required inspections the Contractor shall notify the Army Ship Surveyor for final inspection and closure of each fuel tank.

C.158.3 The Contractor shall provide all labor, material, and equipment to perform a 2 PSI air test on each fuel tank for 10 minutes in the presence of the Army Ship Surveyor. Perform a visual inspection of all tank surfaces for verification of any leaks. Upon satisfactory completion of air tests on each fuel tank, the Contractor shall return removed fuel to each tank and reinstall all removals.

C.158.4 All returned fuel shall pass through a ten (10) micron strainer and filter suitable for the removal of water and sediment prior to its entry into fuel tanks. Remove all water from fuel. The Contractor shall take a fuel sample and provide laboratory analysis for sediment and any water content and provide a written report to Army Ship Surveyor.

C.158.5 The Contractor shall leave all fuel tanks ready for service.

C.159. Hull Cleaning and Painting (Underwater and External Hull)

C.159.1. Applicable Documents: International Coating Data Sheets for the following products: Intershield 300 (aluminum), Intersleek 717 Link Coat, Intersleek 386 Tie Coat and Intersleek 425 Finish Coat.

C.159.2. Scope of Work: Adhere to listed requirements, abrasive blast and paint the below designated surfaces using materials of the listed specifications. Establish waterline on vessel prior to performing any abrasive blasting to hull. Dry-docking cost will be included in pricing this work item.

C.160.3. Requirements:

C.160.3.1. Prior to any abrasive blasting as specified in this item, all hull openings, vents or other openings to the interior of the vessel or equipment shall be protected.

C.160.3.2. Prior to abrasive blasting, ensure all hull markings are permanently identified.

C.160.3.3. The contractor shall take action to prevent damage to electrical wiring, fixtures, data and name plates, glass of port lights and windows, instruments or any other components not intended to be cleaned or painted. Any components damaged on the vessel in the performance of this item shall be repaired or replaced at the expense of the Contractor.

C.161.4. Removals:

C.161.4.1. Make the required disconnections and removals prior to performance of this item. Reinstall any removals upon completion of cleaning/painting.

C.161.5. Cleaning:

C.161.5.1. Prior to the commencement of abrasive blasting, the Contractor shall perform high pressure water cleaning at 5,000 10,000 psi (SSPC HP WC) of the listed areas.

C.161.5.2. Abrasive blast to near white metal (SSPC-SP-10) all exterior surfaces of the listed areas.

C.161.6. Areas To Be Abrasive Blasted:

C.161.6.1. Abrasive Blast all exterior hull plate surfaces, appendages (excluding impellers & impeller shafts) from the keel up to the established waterline.

C.161.6.2. Abrasive Blast all exterior surfaces of the sea chest and the sea chest strainer well.

C.161.6.3. Abrasive blast all interior surfaces of the overboard piping.

C.161.7. Inspection: Prior to application of any paints, prepared surfaces will be inspected and approved by the contractor and Army Ship Surveyor per SSPC-SP-10.

C.161.8. Paint Application:

C.161.8.1. Apply paint only to clean, prepared dry surfaces using the designated paint and coating thicknesses specified. All paint

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coating thicknesses shall be applied using the paint manufacturers application procedures.

C.161.8.2. Paint coatings shall be free of runs and sags with borderlines struck clean, clear, and precise.

C.161.8.3. Drying time between paint coatings shall be as recommended by the paint manufacturer using the applicable documents as a guide.

C.161.9. Painting (Line of Flotation and Below):

C.161.9.1. To all bared surfaces, apply two (2) coat of International Intershield 300 (aluminium), or equal, for a Dry Film Microns (DFM) of 63 microns per coat.

C.161.9.2. To all primer coated surfaces, apply two (2) coats of International Intersleek 717 Link Coat, or equal, for a DFM of 50 microns per coat.

C.161.9.3. To all Intersleek 717 Link Coat surfaces , apply two (2) coat of International Intersleek 386 Tie Coat , or equal, for a DFM of 50 microns per coat.

C.161.9.4 To all Intersleek 386 Tie Coat surfaces, apply two (2) coat of International Intersleek 425 Finish Coat, or equal, for a DFM of 75 microns per coat.

C.161.10. Reinstallation: Reinstall all removals.

C.161.11. Hull Markings: Strike in the vessel's load line, Plimsoll, draft markings, as original, with white or black paint suitable for use with prescribed paint system and aluminium material.

C.161.12. Vessel Undocking:

C.161.12.1. A minimum drying period of 24 hours is necessary between final coats of antifouling paint and undocking to ensure solvent release.

C.161.12.2. Undock the vessel within 30 days after application of final coat of anti-fouling paint.

C.161.13. Reports:

C.161.13.1. Contractor will furnish the services of qualified personnel to record data of average weather conditions (Temperature and Humidity) during paint application, the Dry Film Thickness (DFT) of each coat of paint applied, the number of coats and time (Hours) between coats application and total gallons (litres) used for each type. The report will use the Contractor's format and list the length of time to complete painting and the time between last coat and refloating the vessel. Provide typewritten report to Army Ship Surveyor within five (5) working days after refloating the vessel.

C.162. Fire Main System Upgrade

C.162.1. Contractor shall provide the labor, material and equipment and replace all of the existing fire hydrant piping with new DNV approved bondstrand piping.. Contractor shall be responsible to remove and replace all SFP (Safety Fire Protection) panels as required and to obtain all necessary DNV approvals.

C.162.2. Contractor shall provide labor, material, and equipment to perform a hydro test of the Fire Hydrant System upon completion of the piping replacement. Test pressure is 1.5 times the working pressure. Test results shall be zero (0) leakage for ten (10) minutes.

C.162.3. Contractor shall provide labor, material, and equipment to perform an operational test of all outlets on the fire hydrant system of the vessel, both vehicle and passenger decks. Check the operation of hydrant pumps from all operating stations. Check and measure the jet throw and record the average distance. Measure the flow rate for all hoses. Record the flow rates. Measure the current draw and system pressure with 1 pump supplying 1 hose and two pumps supplying 2 hoses.

C.162.4. Contractor will submit a written report, using the Contractor's format, to Army Ship Surveyor within 2 working days upon completion of all data collection and recording.

C.163. Fire Protection Panels Repairs

C.163.1. The Contractor shall provide the labor, material, and equipment to make removals and installations to remove twenty-five (25) % of the overhead and bulkhead fire protection panels for inspection and repairs. The Army Ship Surveyor will designate which panels are to be removed for inspection.

C.163.2. The Contractor shall replace one hundred (100) SPF (Safety Protection Fire) panels in areas agreed upon by contractor and Army

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Ship Surveyor. Perform a joint contractor/Army Ship Surveyor inspection of all bulkhead and overhead SPF panels located in the vehicle/cargo deck. The Contractor shall apply corrosion preventative compound to all bulkheads and overhead fire panels in the vehicle/cargo deck. Contractor will submit report, in the Contractor's format, listing any additional material needed to repair/replace damaged panels.

C.163.3. The Contractor shall provide all required materials for proper installation of panels including replacing all missing and defective securements.

C.164. Job Card Training Class

C.164.1. The contractor shall provide a classroom, instructor, and all materials needed to conduct preventative maintenance (PM) job card task step training. Training shall be scheduled to be accomplished within two (2) weeks prior to the departure of the vessel from the shipyard facility. Training shall include all lesson plans to enable student to understand, review, and perform task steps on MPM (Marine Planned Maintenance) job cards.

C.164.2. Classroom training shall be three (3) days and shall accommodate ten (10) persons per class. Each student shall have a computer that is loaded with appropriate PM software. Training will be hands-on and interactive and will include training on how to update and upgrade the PM system. Verify training has been retained by performing a test of each student. Pass/Fail criteria shall be used. Upon completion of all training modules the contractor shall provide each student one (1) hard copy of all lesson plan material. Provide one (1) electronic copy to the Army Ship Surveyor.

C.165. Vessel Dry-docking

C.165.1. Drydock the vessel for underwater repairs. Shift vessel on blocks for 100 percent cleaning and painting. Refloat the vessel upon completion of all specified underwater repairs.

C.165.2. While the vessel is in dry-dock the Contractor shall be responsible for all security, shore power, water, refuse disposal and other services as required. Maximum dry-docking is sixty (60) days.

C.165.3. Remove port and starboard T-foils prior to dry-docking the vessel. Upon completion of undocking vessel, and prior to sea trials, reinstall port and starboard T-foils.

C.166. Main Engine Top End Overhaul

C.166.1. The Contractor shall provide the labor, material and equipment for Port Inboard Main Engine (PIME), Port Outboard Main Engine (POME), Starboard Inboard Main Engine (SIME), and Starboard Outboard Main Engine (SOME) to have a full 12,000 hr servicing, including sea water pumps, heat exchangers, and cooling system and 15,000hr Main Bearings/Journal Bearings examination. Provide a qualified main engine manufacturer repair technician to accomplish all repairs and inspections/examinations in accordance with main engines manufacturers specifications.

C.166.2 OVERHAUL/MAINTENANCE IAW C.9 added in modification 9 of the basic lease contract which states, The contractor shall be responsible for all overhauls to the engines under this contract, in accordance with Attachments 0001 and 0002 that provides the manufacturers recommendations for the Major Engine Overhaul and Engine Top End Overhaul, respectively. Furnish and install new Main Bearings and Journal Bearings during the accomplishment of this maintenance item. Renew all coolant and lubricating oils upon completion of servicing.

C.167. Miscellaneous Repairs

C.167.1. The Contractor shall provide labor, materials, and equipment to perform the following repairs:

C.167.2. Repair fire stop bulkhead puncture starboard side, vehicle deck.

C.167.3. Replace two (2) panel forward section of Tier 1 area. Panels have cracks.

C.167.4. Manufacture and install fuel riser on port side fueling station.

C.167.5. Remove and install new weight tested and certified wire rope for the proper safe operation of the Stern Ramp cable system and monorail system. Provide all cable certifications to Army Ship Surveyor within 3 days of completion of wire rope installation.

C.167.6. Replace all vessels toilet flush water solenoids, replace all toilet seats, and clean all sullage piping from toilets to main drain pipe to sullage holding tank. Piping should be drain, clean and free of clogs. Repair access panels located behind each toilet. Replace all missing and defective securements. Provide twelve (12) spare toilet seats and six (6) spare toilet flush water solenoids. Update vessels master spare list.

C.167.6.1. Replace the vessels urinal relay valve. Ensure the valve does not chatter while depressed when in operation.

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- C.167.6.2. Pump out and clean Sullage tank and associated piping. Remove all liquid, solids and sediment and blockages. Ensure pipe surfaces allow for free flowing of liquids and waste.
- C.167.7. Repair 25 meters of cracks.
- C.167.8. Repair puncture hole in #2 Void starboard side.
- C.167.9. Install additional ladder supports for lower forward side of ladders in #2 and #5 Voids, port and starboard sides to allow for the safe ingress and egress to compartments.
- C.167.10. Repair vent access assembly panel and ducting bolting assembly located outboard and above port forward PAX (passenger) sliding door.
- C.167.11 Remove and dispose of all unused wiring installed for NSWC/Carderock strain gauge testing.
- C.167.12. Install new wiring for installed lighting fixtures in the engineers and bosns lockers. Install correct bulkhead penetrations for wiring cable.
- C.167.13. Crop off and install 100 (one hundred) new tie downs (half pipe style) on vehicle deck.
- C.167.14. Remove, overhaul, reinstall, and perform operation test of the manual control valves for the port and starboard T-Foil. Units are located in #1 Void port and starboard.
- C.167.15. Repair leaks dripping onto hydraulic storage tanks in Jet Pump Rooms, port and starboard. Repair leaking cable stuffing tube in port Jet Pump Room.
- C.167.16. The Contractor shall provide the labor, material and equipment to steam clean, power wash, and clean port and starboard engine rooms and port and starboard jet pump rooms of oil, grease, liquids and, debris. This will include engine room access ladders. Pump out and dispose of all liquids in accordance with local, State and, Federal Regulations. Remove all trash. Replace all missing securements upon completion of all engine room work.
- C.167.17. Service all installed freezers and refrigeration units located in the crews galley. Replace defective capillary tube in the Williams refrigerator. Locate Freon leak in the Williams freezer. Repair and recharge both units. Ensure all units are operational and in service.
- C.167.18. Main Engine Repairs
- C.167.18.1. Replace lagging on PIME outboard turbo and associated piping.
- C.167.18.2. Repair Main Engine J-boxes to alleviate false alarms.
- C.167.18.3. Repair six (6) broken hand rails on Main Engines.
- C.168. Non-Skid Installation
- C.168.1. The contractor shall furnish all labor, material, and equipment to install non-skid on the decks of the port and starboard ante rooms, gangway, tool room/bosn locker, port and starboard jet decks, bow and stern mooring stations.
- C.169. Hull Zinc Anodes Replacement
- C.169.1. The contractor shall furnish all labor, equipment, and material to replace all installed zinc anodes located on the under water hull, water jet intake tunnels and machinery. All old zinc anodes will be removed prior to commencement of underwater hull cleaning and new zinc anodes will be installed after the completion of underwater hull cleaning and painting.
- C.170. PAX and Crew Sliding Doors and MES Access Doors Repair
- C.170.1. The Contractor shall furnish all labor, equipment, and material to repair and adjust Pax and Crew access doors to ensure smooth operation and airtight seals when closed. Replace all missing and defective securements, seals, and parts. Five (5) doors require repair and they are located near each Marine Evacuation System (MES) station and Electronics compartment.
- C.170.2. The Contractor shall furnish all labor, equipment, and material to repair and adjust all MES access doors (8 doors) for smooth operation and an airtight seal when closed.
- C.171. Maintenance Items

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C.171.1. The Contractor shall provide the labor, material, and equipment and perform the listed below maintenance items which are required by the vessels MPM (Marine Planned Maintenance) system. All inspections and reports will be in accordance with DNV requirements to meet Machinery Survey requirements. Make adjustments and inputs to update MPM system to reflect work performed in this item.

C.171.2. #4 SSDG DA4001 3000hr service

C.171.3. #3 Alternator EO4034 Under and Over voltage shutdown and reverse power

C.171.4. #3 Alternator EO4036 Normal and Instantaneous Load Shedding

C.171.5. POME ME1014 4000 hr Inspect Exhaust System

C.171.6. PIME ME2014 4000 hr Inspect Exhaust System

C.171.7. PIME ME2017 4000 hr Charge Air Cooler clean and test Right Bank

C.171.8. PIME ME2018 4000 hr Charge Air Cooler clean and test Left Bank

C.171.9. SOME ME3017 4000 hr Charge Air Cooler clean and test Right Bank

C.171.10. SOME ME3018 4000 hr Charge Air Cooler clean and test Left Bank

C.171.11. POME ME1009-1010 15000hr Main Bearing and Journal Exam

Note: Furnish and install new main and journal bearings.

C.171.12. PIME ME2009-2010 15000hr Main Bearing and Journal Exam

Note: Furnish and install new main and journal bearings.

C.171.13. SOME ME3009-3010 15000hr Main Bearing and Journal Exam

Note: Furnish and install new main and journal bearings.

C.171.14. SIME ME4009-4010 15000hr Main Bearing and Journal Exam

Note: Furnish and install new main and journal bearings.

C.171.15. Port Outer Shaft SH1001 Annual Vulkan Coupling Inspection

C.171.16. Port Outer Shaft Reduction Gear SH1002 2000 hr Internal Checks etc.

C.171.17. Port Inner Shaft SH2001 Annual Vulkan Coupling Inspection

C.171.18. Port Inner Shaft Reduction Gear SH2002 2000 hr Internal Checks etc.

C.171.19. Starboard Outer Shaft SH3001 Annual Vulkan Coupling Inspection

C.171.20. Starboard Outer Shaft Reduction Gear SH3002 2000 hr Internal Checks etc.

C.171.21. Starboard Inner Shaft SH4001 Annual Vulkan Coupling Inspection

C.171.22. Starboard Inner Shaft Reduction Gear SH4002 2000 hr Internal Checks etc.

C.171.23. Port Outer Water Jet Unit WJ1001 Annual Inspection and 12000 hr service

C.171.24. Port Outer Steering/Bucket Units WJ1002 Annual Survey

C.171.25. Port Inner Water Jet Unit WJ2001 Annual Inspection and 12000 hr service

C.171.26. Port Inner Steering/Bucket Units WJ2002 Annual Survey

C.171.27. Starboard Outer Water Jet Unit WJ3001 Annual Inspection and 12000 hr service

C.171.28. Starboard Outer Steering/Bucket Units WJ3002 Annual Survey

C.171.29. Starboard Inner Water Jet Unit WJ4001 Annual Inspection and 12000 hr service

C.171.30. Starboard Inner Steering/Bucket Units WJ4002 Annual Survey

C.171.31. Port Trim Tab RC1001 Annual Overhaul

C.171.32. Starboard Trim Tab RC1002 Annual Overhaul

C.171.33. Port T-Foil RC2001 Annual Dry-dock Overhaul

C.171.34. Starboard T-Foil RC2002 Annual Dry-dock Overhaul

C.171.35. Port Outer Shaft Bearings Bulkhead and Shaft SH1003 6000 hr Renewal

C.171.36. Port Inner Shaft Bearings Bulkhead and Shaft SH2003 6000 hr Renewal

C.171.37. Starboard Outer Shaft Bearings Bulkhead and Shaft SH3003 6000 hr Renewal

C.171.38. Starboard Inner Shaft Bearings Bulkhead and Shaft SH4003 6000 hr Renewal

C.171.39. Shaft Seals Jet Room SH5001 6000 hr Shaft Seal Change out (all shafts)

C.171.40. Alternator Lift Pumps Overhaul

C.171.41. Reports: Within 3 days of completion of all repairs to the above items provide a typewritten report, using the Contractor's format, to the Army Ship Surveyor listing all materials and repairs performed to each maintenance item.

C.172. DNV CERTIFICATION

C.172.1. The Contractor shall arrange for DNV (Det Norske Veritas) to provide updated Survey Certificates (HSC-High Speed Craft-Declaration Periodic survey, Load line declaration, IOPP declaration, EO Class annual survey), and provide labor for all support and investigation work needed to support DNV. Contractor will also arrange for safety equipment, life rafts, MES (Marine Evacuation System) and fire systems to be surveyed and renewed as appropriate. Contractor will submit a written report on all deficiencies identified by DNV Surveyor listing the discrepancies, cost and procurement time to the Army Ship Surveyor not later than 3 days upon completion of identification of discrepancies.

C.173. Sea Valves Servicing

C.173.1. The Contractor shall provide labor, equipment, and material to service all sea valves, sea strainers, and sea chests. Check for cleanliness and zero seepage with the valve closed. Ensure correct and smooth operation of remote operators. Replace sea valves

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and air blast valves located in the mud box lid.

C.173.2. There are six (6) sea chests, two (2) in each engine room and one (1) in each Void #2. There are ten (10) butterfly valves and six (6) air blast ball valves. Butterfly valves are sized as follows: eight (8) are approximately six (6) inch and two (2) are approximately three (3) inch. Air blast valves are approximately one (1) inch.

C.173.3 Unship and overhaul each sea strainer and unship each sea valve.

C.173.4. Disassemble each strainer, replace defective baskets, and reinstall.

C.173.5. Perform a satisfactory leak-free test of all sea valves at 3.45 bar (pressure) for ten (10) minutes in the presence of Army Ship Surveyor.

C.173.6. Perform a joint contractor/Army Ship Surveyor inspection of all sea chests for cleanliness. Replace all existing zinc anodes that are located in sea chest.

C.173.7. Reinstall all sea strainers and new valves. Ensure operating handles are clearly labeled and located above the high water line. Check for free operation of handle and the notch plate orientation is correct.

C.173.8. Close the ship side valve, open air blast valve in the mud box lid, sea water should stop flowing within 3 to 5 minutes if side valves are correctly adjusted.

C.173.9. Leave all sea valves and sea chests ready for service.

C.174AA. Main Engine/Gearbox/Shaft/Jet Coupling Alignment Verification Check

C.174AA.1. Contractor shall provide labor, equipment and material to perform and verify existing alignments for PIME, POME, SIME, and SOME Propulsion Systems. This will include all components of each system.

C.174AA.2. Contractor will provide a written report of findings and allowable tolerances using the Contractor's format.

C.174AA.3. In conjunction with Main Engine alignment checks, perform service inspection of Vulcan Coupling and Christie & Grey mounts.

Note: Item C.174AB. Main Engine/Gearbox/Shaft/Jet Coupling Alignment will be performed upon approval of the Contracting Officer and if present alignment specifications are not within acceptable tolerances as set forth by QP-4.3, QP-4.5 and QP-4.8 ENG. standards.

C.174AB. Main Engine/Gearbox/Shaft/Jet Coupling Alignment

C.174AB.1. Contractor shall provide labor, equipment and material to perform a complete alignment for PIME, POME, SIME and SOME Propulsion Systems. All existing (old) chockfast must be removed prior to pouring new chockfast. Final alignment must be accomplished with the vessel waterborne for a minimum of 24 hours. Note: Final alignment measurements are required to be witnessed by QC / DNV and Ship Surveyor/COR.

C.174AB.1. Assuming the jet shafts have been aligned to the values specified on QP-4.21 ENG, preliminary shaft and gearbox alignment may proceed with the vessel on the hard. Final alignment must be completed with the vessel waterborne.

C.174AB.1.2. Shaft alignment will be done in accordance with QP-4.8 ENG.

C.174AB.2. Align gearbox in accordance with QP-4.5 ENG.

C.174AB.3. The alignment of the engine to the gearbox is to be done with the vessel waterborne and before running engine. This procedure is to be carried out after completion of shaft to gearbox alignments as per QP-4.5 ENG.

C.174AB.3.1. Align Main Engine in accordance with QP-4.3 ENG.

C.175. Sea Trials

C.175.1. The Contractor shall perform an operational test of vessel and systems as required for DNV certification to include: Operate propulsion engines, generators and power sharing system in all modes, steering system and backups, switchboards and distribution system, air compressors, sewage system, potable water system, anchor windlass, trim tabs, t-foils, stern ramp, fire suppression system, HVAC (Heating, Ventilation and Air Conditioning) system, and galley equipment.

C.175.2 The Contractor shall provide the Ship Surveyor with record of readings and inspection results, using the Contractor's format.

C.175.3 The Contractor shall perform an operational test of navigational system while vessel is underway.

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C.175.4 The Sea Trial shall include at least 1 hour at 95% rated speed.

C.175.5 The Contractor shall replace fuel and lubricants expended during Sea Trials and leave vessel ready for service.

C.175.6. Machinery, systems, and equipment normally operated while the vessel is underway shall be continuously operated during the sea trials. Operational readings shall be taken and recorded at 15 minute intervals. Upon completion of sea trials a typed written report listing all recorded data shall be submitted to the Army Ship Surveyor within 2 working days, using the Contractor's format.

C.176. Force Protection

C.176.1. the Contractor shall arrange for the inventory, transport, and safe guarding of the vessels weapons and ammunitions. Contractor will provide communication between the United States Army and the Australian Government to arrange clearances and paperwork for the transfer and safe keeping of US material upon arrival and return of US material prior to the vessel departure.

C.176.2. the Contractor will arrange for the required Force Protection, during transfers of all weapons and ammunitions while the vessel is located outside the shipyard area, and moored in Hobart, Tasmania coastal waters. The activation of the Force Protection will commence upon the vessels arrival in Hobart, Tasmanias coastal waters on September 30, 2004 and will remain the responsibility of the Contractor until fourteen (14) days after the vessels departure from the contractors facility...

C.177 The Contractor will provide copies of all pass through warranties from its subcontractors on to the Government.

C.178 The Contractor shall deploy two (2) Marine Evacuation Systems in accordance with DNV standards.

*** END OF NARRATIVE C 009 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	ACRN	OBLG STAT/ <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0007AA	P146PC722T 65480446100	AJ	1 4ZCW12	0.00 \$	2,181,166.00 \$	2,181,166.00
				NET CHANGE \$	2,181,166.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AJ	21 42040000041C1C09P654804255Y S20113	W56HZV	\$ 2,181,166.00
				NET CHANGE \$ 2,181,166.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 13,974,240.00	\$ 2,181,166.00	\$ 16,155,406.00

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,181,166.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,181,166.00 dollars.
(End of clause)

I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A firm fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	16 DEC 04
Submission of Proposal:	16 SEP 04
Beginning of Negotiations:	15 OCT 04

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$4,362,331.

[End of Clause]