REF: 9533832A001 WED 23 SEP 92 08:15 GMT

VEI6764 230992 0931

BANCHERO COSTA AND CO SPA
DATE: 23-09-92
TIME: 09:32

GD DAY

K. ATT BILL ZAVIN

RE CONVERSION PROJECT

THANKS FOR YR FAX

CAN SO FAR PROPOSE YOU FLLWG VSEL WHICH IS NOT OFFICIALLY FOR SALE
BUT CAN BE PROBABLY BE NEGOTIATED ON PRIVATE AND OFF MARKET BASIS

T.B.N.
==
BLT KAWASAKI 9/75 - LR UMS
GRT 14592/NRT 6068
CONTAINER/RORO/TRUCK/LORRIES/HEAVY VEHICLE CARRIER
SINGLE SCREW - 2 DKS - FLUSH - 4 CELLULAR HOLDS FORWARD AND CONTAINER
FIXED GUIDES
SEMIAFT ENFROOM/ACCO/BRIDGE
LOA 222.25M X BR 30M
DWT 23629 ON 10.5
MAX TRIAL SPEED 27.89KN
SERV SP/CONS 22.5/19/18/16.5 KN ON 118/103/88/65-68 TS
1453 CNTRS - EVAP 30 TS/DAY - TOTAL 2500 LANE METERS -
STERN WAY RAMO SWL 105 TS
VSL COMPL SS BEG SEPT 92.

OWNERS INVITE BEST OFFERS
THE SHIP CAN BE INSPECTED BY ARRANGEMENT AND GIVE PROMPT DELIVERY
PIRAEUS

WE ARE STILL SEARCHING THE MARKET AND HOPE TO REVERT WITH FURTHER
VESSEL VERY SHORTLY
THE MAJOR LIMIT OF THE SEARCH IS THE SPEED REQUIREMENTS WHICH IS
VERY HIGH

REGARDS
R. SALA

END

3602

SI038983
NWMAR138447

Update 9-21-92
Reflagging

Talked to Nimai Ghose - He is trying to find a pair of vessels - Camacho sending package to 7 Brookfield Way Robbinsville, NJ 08691 faxed portion of Camacho's memo to 609-799-0806 - Suggests possible East Asiatic - NIMAI will do a world check

Talked to Joey Nakazawa - looking for brokers and MITSUI -OKK

Talked to Maersk - Ian Fletcher - NJ - (201-514-5505) They are already working with a shipyard - they have 11 out of 22 vessels - He said they were working with a contractor

American Automar - up to their eyeballs with time charters - no time to spend on it now

Call East Asiatic, APL - Bob Riddevold, Hapag Loyd, Barber lines (Hubbard to locate person), OOCL

Call Nedloyd - Mr. Meen Horst (Talked to Mr. Ver Heyden)

Sent Faxes to Agents in Norway, Italy, Germany, Greece, London, Japan, Sweden, Denmark

Spoke to Bob Riddevold at APL - 510-272-8396 - 4 seamaster vessels to be retired in Jan'93 - Jim Cozine to call me - They have laid up some Ex-Lykes Ro-Ros - Suggests Stena Lines in Sweden -

talked to Joe Bungartz - 209-626-7044 Fax (818-790-1843) - In Germany: c/o Hans Deufel = Surgical Instruments Fax # 011-49-7463-1403 After 10-8/ Phone 7463-675.

Need to have Art talk to Bates - Maersk

Talked to Mr. Ver Heyden - The boss at Nedloyd - He thinks the speed and configuration are inconsistent - compromises must be made - you just can't re-engine to get speed - vessel shape, etc He says the Atlantic Container Group in Sweden has financial troubles and owns big RO-Ros - Atlantic Champion, Carrier, etc---CGM in Paris has big RO Ro's

Talked to Finn Rorbye - He has activity going with Maersk - Also others - Maaersk is going to propose - Will consider us for shipyard?

Storm and Bull - Sven Tobler Norwegian West Coast Agent will scout the market - RG Haglund - Mr. Knut W Aanensen - fax:9-011-47-4-72-90-50

This is protestable situation if there are no vessels available - we need to know who has the lock!

IMC has two ships - per Bob Hubbard -call Tom Keenon per Bob: Bob Willner in black book in New York - He is checking the market 9-23 - sent fax

Talked To Swedish Agent

Sent fax to Bob Gruendel In Europe per Christina Krescanko Legal Asst

Joey Nakazawa is sending a list

Nimai sent a list - Nedloyd Delft - Nedloyd Dejima -1973 Brem-Vul constructed 46,242 DWT containerships; call Mr. Ver Heyden 31-10-400-6326 - Lo Service - FAEAST

call Ian about CGM. Swedish about STENA - Hubbard 011-47-2-41-5840 - Bristol Hotel

No

Kockums

SI038984
NWMAR138448

VDL1471

A R R O W S H I P P I N G (U K) L T D

10 NAPIER PLACE LONDON W148LG

TEL: 071 371 2939 FAX: 071 371 2903 TLX: 911043 ARROW G

DATE: 17-09-92 TIME: 17:47
REF.NO: VDL1471 1 OF 1

TO :

===== START OF TEXT =====

ATTN WIM
FROM PATRICK

AFRICA/EUROPA

ITALIAN FLAG
GEARLESS CELLULAR CNTR VSLS
BUILT 1977/1978
BRIDGE/ENGINE AFT
CLASS RINA 100 A 1-1 NAV IL /IAQ 1 AND LLOYD REGISTER
DWT 25332 ON 10.5 DRAFT
GRT/NRT 27839/15306.5
SUEZ NRT 22258
LOA 208
BEAM 30.5
CONTAINER INTAKE SUBJECT TRIM/STABILITY/STACK WEIGHT 1465 TEU
UNDERDECK 653 TEU INCLUDING 107 TEU REEFER INSULATED PLUS 120 FEU
ONDECK 572 TEU OR 282 FEU PLUS 8 TEU (4TH TIER ON DECK IS AVAILABLE
ONLY FOR EMPTY CNTRS
VSLS ARE NOT ABLE TO LOAD 2X20' UNITS IN ONE 40'BAY UNDERDECK AND
ON DECK
108 REEFER PLUGS ON DECK 440V/32AMP/60 CYCLES
STACK WEIGHTS:
UNDERDECK 7 HIGHT STACK 142.2 T BAY FOR 20 TEU
UNDERDECK 7 HIGHT STACK 213.2 T BAY FOR 40 FEU
ON DECK MAX 20'/40' 40/60 T EXCEPT BAYS 01-03-35-37 20 T AND
BAY 02 30 T
VSLS BURN IFO 180 CST
NO MARINE DIESEL EVEN IF UP TO 150 INTEGRATED OR INSULATED TEU
ARE CONNECTED, OTHERWISE : 2,5 T GASOIL PER DAY FOR ADD. AUX.
SPEED:
12 KN 54.5 T/DAY
16 KN 82 T/DAY
18 KN 100 T/DAY
MAX SPEED 19 KN IFO CONSUMPTION 100 T/DAY SEA/WIND BEAUFORT ONE
CONSUMPTION AT SEA INCL AUX. ENG. AND UP TO MAX 150 REEFER CNTRS
CONSUMPTION IN PORT INCL. AUX. ENG. AND REEFER INSULATED CONNECTED
25 T/DAY IFO 180 CST
BUNKER CAPACITY 5350 T IFO 180 CST - DIESEL OIL 150 T
CONTAINER STABILITY
OMOGENEOUS 12 T ABT 1400 TEU
SMALL DIFFERENCES ON TECH DETAILS BETWEEN TWO VSLS

VDL1468

A R R O W S H I P P I N G (U K) L T D

10 NAPIER PLACE LONDON W148LG

TEL: 071 371 2939 FAX: 071 371 2903 TLX: 911043 ARROW G

DATE: 17-09-92 TIME: 16:37
REF.NO: VDL1468 1 OF 1

TO :

===== START OF TEXT =====

ATTN WIM
FROM PATRICK

FOR SAN DIEGO YARD

RE: POSSIBLE 'K' LINE TEU'S FOR SALE

THE VESSELS WITH AGE AND CONSUMPTION AS FOLLOWS :-

ALL VESSELS BUILT KAWASAKI HEAVY INDUSTRIES

''RICHMOND BRIDGE'' - 1,830 TWU - BLT '83
17 KNOTS / 59.5 PLUS 5

''TRANSWORLD BRIDGE'' - 2,250 TEU - BLT '80
18.4 KNOTS / 60.5 PLUS 1.6

BUT ALSO THEY MIGHT DISCUSS FOLLOWING SISTERS :-

''GOLDEN GATE BRIDGE''- 2,250 TEU - BLT '85

''BAY BRIDGE'' - 2,250 TEU - BLT '85

''HARBOUR BRIDGE'' - 2,250 TEU - BLT '85

''TOWER BRIDGE'' - 2,250 TEU - BLT '85

LOA / LBP / BM / DPTH - 226.80 / 210.01 / 32.26 / 19.51
M/E BANDW 7L80MCE ABOUT 20 KNOTS SERVICE SPEED

FYG 'K'LINE'S NEWBUILDINGS COME ON STREAM FROM THE END OF THIS YEAR OVER 1993. THEY ARE VERY NERVOUS AT DISCUSSING SALES AT THIS STAGE BUT THEIR PRESENT IDEAS ARE FOR THE ''TRANSWORLD BRIDGE'' - U.S.DLRS 30 MILLION - FOR THE ''RICHMOND BRIDGE'' (WHICH COST SUBSTANTIALLY MORE TO BUILD) JUST OVER U.S.DLRS 30 MILLION AND FOR THE ''GOLDEN GATE BRIDGE'', ''BAY BRIDGE'', ''HARBOUR BRIDGE'' AND ''TOWER BRIDGE'' U.S.DLRS 36 / 37 MILLION EACH.

REGARDS
A R R O W

SI03898
NWMAR138450

DTLS ALL ABT

DELIVERY FOS/TRIESTE RANGE IN OWNOPT
LAYCAN AFRICA 30.12.92/09.01.93
EUROPA 29.01.93/08.02.93

REGARDS
A R R O W

::::: END OF TEXT :::::

TOTAL NUMBER OF PAGES TRANSMITTED = 1

VDL1476

A R R O W S H I P P I N G (U K) L T D

10 NAPIER PLACE LONDON W148LG

TEL: 071 371 2939 FAX: 071 371 2903 TLX: 911043 ARROW G

DATE: 18-09-92 TIME: 14:20
REF.NO: VDL1476 1 OF 1

TO :

===== START OF TEXT =====

ATTN WIM
FROM PATRICK

A.P.MOLLER HAVE THE FOLLOWING SISTER VESSELS WHICH WE UNDERSTAND THEY MIGHT BE WILLING TO RELEASE 4 VESSELS TO THE NAVSEA TENDER.

LINDO MAERSK
53,325 TDW/13.03 M DRAFT
269.98 M LOA 32.29 M BEAM
BLT 12/85 ODENSE LINDO
CLASS LR +100A1
CONTAINERS : 3,016 TEU
B+W 12L90GBE 47,520 BHP
SPD ABT 24.5

SISTERS :-

LOUIS MAERSK	BUILT 1984
LEISE MAERSK	BUILT 1980
LICA MAERSK	BUILT 1981
LEXA MAERSK	BUILT 1981
LAURA MAERSK	BUILT 1980
LEDA MAERSK	BUILT 1982

REGARDS
A R R O W

===== END OF TEXT =====

TOTAL NUMBER OF PAGES TRANSMITTED = 1

F A X C M I L E M E S S A G E

TO: MR.BILL ZEVIN.
OF: SOUTHWEST MARINE, INC 18/9/92

FROM: I.MORRISON.
OF: SHIP REPAIR AND SHIPBUILDERS LTD TEL:071-928-5265
45/46 LOWER MARSH, LONDON SE1 7RT FAX:071-928-5346

PAGES 4

HERE ARE SOME MORE VESSELS FOR THE U.S.SEA LIFT COMMAND.

MY SON PATRICK HAS HEARD THAT NEDLLOYD AND MOLLER ARE OFFERING VESSELS.

REGARDS,

W.I.MORRISON.

SI038989
NWMAR138453

C. R. CUSHING & CO., INC.

Naval Architects, Marine Engineers & Transportation Consultants
18 Vesey Street, New York, N.Y. 10007, U.S.A.
Telephone: 212-964-1180 Telex: 752481 Telefax: 212-285-1334

Fax File No:	6554	Page:	1 of 3
To:	Southwest Marine Inc.,	Date:	9/23/92
Attention:	Mr. William Zavin	Fax No:	503-240-6272
From:	Mr. Thomas Schiller	CRC&Co Proj No:	1043

Dear Bill,

The following pages of this fax is our list of Ro/Ro and container, Ro/Ro vessels, list than 20 years of age, no more than Panamax beam, and speeds over 20 knots. List of General Cargo and Container Vessels to follow.

Best Regards,

C. R. Cush g & Co., Inc.

Thomas Schiller

C.R. CUSHING & CO.,

SHIP NAME	SHIP TYPE	DLVD	HP & TYPE	SPEED(KTS)	LOA(FT)	BEAM(FT)	DRAFT(FT)	OWNER
SMOLENSK	RO-RO	0081	19850 BHP	21.7	673.9	102.2	31.89	BALTIC SHIPPING
FIGARO	RO-RO	1081	18355 BHP	20.0	649.6	105.9	38.09	WALLENIUS SAFE HOLMIA
INZHENER YERMOSHKIN	RO-RO	0080	47020 SHP	24.7	745.8	98.5	32.42	BLACK SEA SHIPI
PYOTR MASHEROV	RO-RO	0082	20800 BHP	20.5	563.0	92.7	31.63	BALTIC SHIPPIN
GEORGIY PYASETSKIY	RO-RO	0082	20800 BHP	20.5	595.2	92.7	31.63	BALTIC SHIPPIN
TEXAS	RO-RO	0384	36600 BHP	21.0	859.8	106.0	38.48	WILHELMSEN LINES
TAIKO	RO-RO	0484	36000 BHP	20.5	859.8	106.0	38.48	SWEDISH LINERS
[redacted]								
TRISTAN	RO-RO	0285	18354 BHP	20.0	649.6	105.9	38.20	WALLENIUSREDERIERNA
ISOLDE	RO-RO	0685	18354 BHP	20.0	649.6	105.9	38.20	WALLENIUSREDERIERNA
YURIY MAKSARYOV	RO-RO	0085	20800 BHP	20.5	596.8	92.7	31.63	BLACK SEA SHIPPING
AKADEMIK GORBUNOV	RO-RO	0086	20796 BHP	20.5	596.8	92.7	31.63	BALTIC SHIPPING
[redacted]								
VLADIMIR VASLYAYEV	RO-RO	0087	47020 SHP	24.7	745.8	98.6	32.42	BLACK SEA SHIPPING
ATLAS HIGHWAY	RO-RO	0087	11900 BHP	20.9	590.4	105.8	29.92	CANOPUS MARITIME
TRITON HIGHWAY	RO-RO	0087	11900 BHP	20.8	590.4	105.8	29.92	NIPPON KISEN/TAIYO KAIU
[redacted]								
MARILIA A	CONTAINER-RO/RO	0175	46000 BHP	22.7	729.2	98.6	34.48	OCEANIC
MAKEDON	CONTAINER-RO/RO	0975	46000 BHP	22.7	729.2	98.6	34.48	PLIXIA TRADING
KAIMOKU	CONTAINER-RO/RO	0076	30000 SHP	25.0	790.8	92.0	29.59	MATSON NAVIGATION
KAZIMIERZ PULASKI	CONTAINER-RO/RO	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
STEFAN STARZYNSKI	CONTAINER-RO/RO	0081	29000 BHP	21.0	657.0	104.2	31.23	POLISH OCEAN LINES
TADEUSZ KOSCIUSZKO	CONTAINER-RO/RO	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
WLADYSLAW SIKORSKI	CONTAINER-RO/RO	0081	29000 BHP	20.7	657.0	104.2	32.48	SIKORSKI W.
SILJA SERENADE	RO-RO	1190	44292 BHP	21.0	666.1	104.8	23.34	SILJA LINE
EUROPEAN SEAWAY	RO-RO	1091	24416 BHP	21.0	588.6	92.8	20.51	SUTTEN
EUROPEAN PATHWAY	RO-RO	1291	24416 BHP	21.0	588.6	92.8	20.57	SUTTEN
EUROPEAN HIGHWAY	RO-RO	0092	31360 BHP	21.0	589.6	92.8	20.51	HAMTON

TEL:

Sep 23 92 14:13 No.010 P.03

SI038991
NWMAR138455

C.R. CUSHING & CO.,

SHIP NAME	SHIP TYPE	DLVD	HP & TYPE	SPEED(KTS)	LOA(FT)	BEAM(FT)	DRAFT(FT)	OWNER
SMOLENSK	RO-RO	0081	19850 BHP	21.7	673.9	102.2	31.89	BALTIC SHIPPING
FIGARO	RO-RO	1081	18355 BHP	20.0	649.6	105.9	38.09	WALLENIUS SAFE HOLMIA
INZHENER YERMOSHKIN	RO-RO	0080	47020 SHP	24.7	745.8	98.5	32.42	BLACK SEA SHIP!
PYOTR MASHEROV	RO-RO	0082	20800 BHP	20.5	563.0	92.7	31.63	BALTIC SHIPPIN
GEORGIY PYASETSKIY	RO-RO	0082	20800 BHP	20.5	595.2	92.7	31.63	BALTIC SHIPPIN
TEXAS	RO-RO	0384	36600 BHP	21.0	859.8	106.0	38.48	WILHELMSEN LINES
TAIKO	RO-RO	0484	36000 BHP	20.5	859.8	106.0	38.48	SWEDISH LINERS
TRISTAN	RO-RO	0285	18354 BHP	20.0	649.6	105.9	38.20	WALLENIUSREDERIERNA
ISOLDE	RO-RO	0685	18354 BHP	20.0	649.6	105.9	38.20	WALLENIUSREDERIERNA
YURIY MAKSARYOV	RO-RO	0085	20800 BHP	20.5	596.8	92.7	31.63	BLACK SEA SHIPPING
AKADEMIK GORBUNOV	RO-RO	0086	20796 BHP	20.5	596.8	92.7	31.63	BALTIC SHIPPING
VLADIMIR VASLYAYEV	RO-RO	0087	47020 SHP	24.7	745.8	98.6	32.42	BLACK SEA SHIPPING
ATLAS HIGHWAY	RO-RO	0087	11900 BHP	20.9	590.4	105.8	29.92	CANOPUS MARITIME
TRITON HIGHWAY	RO-RO	0087	11900 BHP	20.8	590.4	105.8	29.92	NIPPON KISEN/TAIYO KAIU
MARILIA A	CONTAINER-RO/RO	0175	46000 BHP	22.7	729.2	98.6	34.48	OCEANIC
MAKEDON	CONTAINER-RO/RO	0975	46000 BHP	22.7	729.2	98.6	34.48	PLIXIA TRADING
KAIMOKU	CONTAINER-RO/RO	0076	30000 SHP	25.0	790.8	92.0	29.39	MATSON NAVIGATION
KAZIMIERZ PULASKI	CONTAINER-RO/RO	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
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TADEUSZ KOSCIUSZKO	CONTAINER-RO/RO	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
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EUROPEAN HIGHWAY	RO-RO	0092	31360 BHP	21.0	589.6	92.8	20.51	HAMTON

TEL:

Sep 23 92 14:13 No.010 P.02

SI038992
NWMAR138456

C. R. CUSHING & CO., INC.

Naval Architects, Marine Engineers & Transportation Consultants
18 Vesey Street, New York, N.Y. 10007, U.S.A.
Telephone: 212-964-1180 Telex: 752481 Telefax: 212-285-1334

Fax File No:	6554	Page:	1 of 3
To:	Southwest Marine Inc.,	Date:	9/23/92
Attention:	Mr. William Zavin	Fax No:	503-240-6272
From:	Mr. Thomas Schiller	CRC&Co Proj No:	1043

Dear Bill,

The following pages of this fax is our list of Ro/Ro and container, Ro/Ro vessels, list than 20 years of age, no more than Panamax beam, and speeds over 20 knots. List of General Cargo and Container Vessels to follow.

Best Regards,

C. R. Cushing & Co., Inc.

Thomas Schiller

C.R. CUSHING & CO.,

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AKADEMIK CORBUNOV	RO-RO	0086	20796 BHP	20.5	596.8	92.7	31.63	BALTIC SHIPPING
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EUROPEAN HIGHWAY	RO-RO	0092	31360 BHP	21.0	589.6	92.8	20.51	HAMTON

Sep 25 92 14:13 NO.010 P.03

SI038994
NWMAR138458

C.R. CUSHING & CO.,

SHIP NAME	SHIP TYPE	DLVD	HP & TYPE	SPEED(KTS)	LOA(FT)	BEAM(FT)	DRAFT(FT)	OWNER
SMOLENSK	RO-RO	0081	19850 BHP	21.7	673.9	102.2	31.89	BALTIC SHIPPING
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TAIKO	RO-RO	0484	36000 BHP	20.5	859.8	106.0	38.48	SWEDISH LINERS
[redacted]	[redacted]	[redacted]		[redacted]			[redacted]	
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[redacted]	[redacted]	[redacted]		[redacted]			[redacted]	
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ATLAS HIGHWAY	RO-RO	0087	11900 BHP	20.9	590.4	105.8	29.92	CANOPUS MARITIME
TRITON HIGHWAY	RO-RO	0087	11900 BHP	20.8	590.4	105.8	29.92	NIPPON KISEN/TAIYO KAIU
[redacted]	[redacted]	[redacted]		[redacted]			[redacted]	
MARILIA A	CONTAINER-Ro/Ro	0175	46000 BHP	22.7	729.2	98.6	34.48	OCEANIC
MAKEDON	CONTAINER-Ro/Ro	0975	46000 BHP	22.7	729.2	98.6	34.48	PLIXIA TRADING
~~KAIMOKU~~	CONTAINER-Ro/Ro	0076	30000 SHP	25.0	790.8	92.0	29.59	MATSON NAVIGATION
KAZIMIERZ PULASKI	CONTAINER-Ro/Ro	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
STEFAN STARZYNSKI	CONTAINER-Ro/Ro	0081	29000 BHP	21.0	657.0	104.2	31.23	POLISH OCEAN LINES
TADEUSZ KOSCIUSZKO	CONTAINER-Ro/Ro	0081	29000 BHP	20.7	657.0	104.1	31.17	POLISH OCEAN LINES
WLADYSLAW SIKORSKI	CONTAINER-Ro/Ro	0081	29000 BHP	20.7	657.0	104.2	32.48	SIKORSKI W.
SILJA SERENADE	RO-RO	1190	44292 BHP	21.0	666.1	104.8	23.34	SILJA LINE
EUROPEAN SEAWAY	RO-RO	1091	24416 BHP	21.0	588.6	92.8	20.51	SUTTEN
EUROPEAN PATHWAY	RO-RO	1291	24416 BHP	21.0	588.6	92.8	20.57	SUTTEN
EUROPEAN HIGHWAY	RO-RO	0092	31360 BHP	21.0	589.6	92.8	20.51	HAMTON

Sep 25 92 14:15 NO.010 P.02

SI038995
NWMAR138459

JÖRGEN KLAVING SHIPPING AB
MISSJÖ, S-614 98, SANKT ANNA, SWEDEN
Tel: (+46)-121-520 56 Fax: (+46)- 121-520 73

FAX TRANSMISSION

Date: 92.09.23
To: North West Marine Inc.
Fax No: 0091-503 240 6272
Att: Bill Zavin
Total pages, including cover page: 4

Ref: Ship Conversion - Confidential

Thank you for your call today - following has been done in accordance to your fax dated September 21.

I contacted Shipbroker in Stockholm Sweden - name Simsonship AB and also talked to a very good shipping friend in Hamburg name Thomas Jacobson.This morning I received a fax from T.J. and he has put all vessels in size available according to Marine Trading Guide.
The Swedish built vessels at Kockums why not - also the Nedlloyd vessels.
Your problem is to find a vessel who can reach 24 nots.

Would appreciate you ceep me informed what of interest and possible we can assist you with informations.

Regards

Jörgen Klaving

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Update 9-21-92
Reflagging

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American Automar - up to their eyeballs with time charters - no time to spend on it now

Call East Asiatic, APL - Bob Riddevold, Hapag Loyd, Barber lines (Hubbard to locate person), OOCL

Call Nedloyd - Mr. Meen Horst 31-10-400-6326

Sent Faxes to Agents in Norway, Italy, Germany, Greece, London, Japan, Sweden, Denmark

Spoke to Bob Riddevold at APL - 510-272-8396 - 4 seamaster vessels to be retired in Jan'93 - Jim Cozine to call me - They have laid up some Ex-Lykes Ro-Ros - Suggests Stena Lines in Sweden -

talked to Joe Bungartz - 209-626-7044 Fax (818-790-1843) - In Germany: c/o Hans Deufel = Surgical Instruments Fax # 011-49-7463-1403 After 10-8/ Phone 7463-675.

Need to have Art talk to Bates - Maersk

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Talked to Finn Rorbye - He has activity going with Maersk - Also others

Storm and Bull - Sven Tobler Norwegian West Coast Agent will scout the market - RG Haglund - Mr. Knut W Aanensen - fax:9-011-47-4-72-90-50

This is protestable situation if there are no vessels available - we need to know who has the lock!

call Ian about CGM - IMC has two ships - per Bob Hubbard -call Tom Keenon per Bob: Bob Willner in black book in New York

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P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Riccardo Sala
Banchero - Costa & Company spa

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

We are attempting to respond to a solicitation from the U.S. Navy. We want to acquire two or more non-US Flag ships which meet or approach the attached requirements. We are attempting to locate these vessels and would appreciate your support in helping us to do so. As you probably know, Bob Hubbard is out of the office and as a consequence, I am personally conducting this search. I would appreciate it if you would send any response or questions you might have to me by return telefax.

Noted below is information taken from an internal memo describing the nature of the activity we are undertaking. Time is of the essence. I really appreciate any help you can give us in locating vessels which either meet the criteria on the attached memo or could be converted from their present characteristics to what we require for delivery to the United States Navy. If you do not know of such vessels, we would appreciate an introduction to a quality shipbroker who might be able to help us locate these ships.

In this procurement, we would buy the ships from the ship owner(s), accomplish the detail design (including all supporting calculations, drawing approvals, etc.), convert the ships to meet the specs, accomplish work necessary to reflag the ships, conduct all tests and trials (including INSURV Trials), and present the ships to the Navy for delivery.

Some of the significant characteristics of this conversion are listed below:

a. The ship shall be configured to permit simultaneous Roll On/Roll Off and Lift On/Lift Off Operations.

b. The ships selected must be PANAMAX, maximum length 950 feet, and a maximum beam of 106 feet.

c. Total Usable Cargo Stowage area must be at least 300,000 square feet.

d. The enclosed Usable Cargo Stowage area must be at least 225,000 square feel.

e. The ship must be capable of a sustained speed of 24 knots. The power required to achieve this speed shall not exceed 90% of the maximum continuous rating of the main propulsion engine(s).

f. The endurance at sustained speed must be 12,000 nautical miles plus 10% reserve.

Maersk, Stena Lines, East Asiatic, Harbor Lines, OOCL, and NedLloyd have all been suggested as potential sources. What do you think?

I can be reached at (503)240-4550 which has a voice-mail capability when I am not here to answer it. My telefax is the same as Bob Hubbard's: (503) 240-6272. I look forward to your early response.

SI039011
NWMAR138464

Bill Zaun NWM

CORPORATE HEADQUARTERS
Foot of Sampson Street • San Diego, California • 92113
P.O. Box 13308 • San Diego, California • 92170-3308
(619) 238-1000 • TWX: 910-335-1167 SWM SDG • FAX (619) 238-0934

SOUTHWEST MARINE

MEMORANDUM

Date: September 18, 1992

From: Dick Camacho DC

To: Distribution

Subject: Conversion of Existing Ships for Strategic Sealift

1. We have received a solicitation from NAVSEA concerning the conversion of existing ships to SEALIFT ships having a Roll-On/Roll-Off capability. The resulting proposals will be submitted in two phases. In phase one we must find a ship owner who will commit a minimum of two sister ships for conversion, in a letter of intent. Additionally, we must perform the preliminary design and produce the ship specs and contract guidance drawings. NAVSEA intends to award one or more phase one contracts (maximum value of the phase one contract will be $400k). The proposal for phase one is due on 16 October 1992. We could propose on an unlimited number of ship classes; however, there must be separate proposals for each class. Also,we could propose on more than two ships of a class but must meet the following conditions:

   a. The first ship must be delivered within 18 months of receiving authorization to proceed under phase two.

   b. All ships must be delivered by December 1995.

   The number of ships of the same class that we could handle under the above criteria would of course vary depending on the amount of work involved. The write-up in the solicitation indicates that NAVSEA feels extensive work may be required to convert existing commercial ships to meet the storage volume and sustained speed requirements for these RO-RO ships. From the standpoint of schedule and manpower constraints, two ships of a class seem reasonable for us.

2. In phase two of this procurement, we would buy the ships from the ship owner(s), accomplish the detail design (including all supporting calculations, drawing approvals, etc.), convert the ships to meet the specs, accomplish work necessary to reflag the ships, conduct all tests and trials (including INSURV Trials), and present the ships to the Navy for delivery.

SI039013
NWMAR138465

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f. The endurance at sustained speed must be 12,000 nautical miles plus 10% reserve.

3. Some factors that will affect our pricing or selection of shipyard locations to perform this project are:

a. Drydocking is required. The size of these ships dictates use of our large drydock at San Francisco.

b. The expected competition for this work includes NASSCO, Avondale, Ingalls, and Newport News. The expected price competition would make use of San Diego or San Pedro our best choice of shipyard locations. However, use of San Diego will be constrained because of the heavy use of our piers for Phased Maintenance and the CG/DDG PSA contract work in 1993/1994; and use of our piers in San Pedro will be constrained by current contracts and the ships now berthed at Pier 4 awaiting scrapping.

c. This program contains typical Navy new construction requirements for standardization, ILS support, Configuration Control, and Data Management. These are substantially different from commercial practice.

d. The contractor must conform to QA requirements of MIL-I- 45208 or ISO 9000.

e. The contractor has the design responsibility. This means we cannot recover cost for defective drawings. We own the design.

SEP 18 '92 12:30PM SOUTHWEST MARINE S.D. ESTIMATING

Bill Gavin NWMR

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Foot of Sampson Street • San Diego, California • 92113
P.O. Box 13308 • San Diego, California • 92170-3308
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SI039016
NWMAR138467

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SI039018
NWMAR138469

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4. Immediate Actions:

   a. Item: Survey ship owners and locate at least two candidate ships.
      Responsibility: Bill Zavin
      Target Compl Date: 9-25-92

   b. Item: Identify Engineering Teaming partner for proposal preparation and engineering work associated with conversion and reflagging.
      Responsibility: Bob Hillstrom
      Target Compl Date: 9-23-92

   c. Item: Develop Plan of Action for Preparation of phase one proposal, note which actions will be accomplished by SWM and those which will be done with outside contractor support. Develop budget estimates for proposal preparation.
      Responsibility: Bill Carroll
      Target Compl Date: 9-24-92

   d. Item: Identify SWM shipyard facilities to be used for this program. Prepare pier/drydock utilization schedules for submittal in the proposal. (Identification of the SWM facilities and the labor rates associated with these facilities will be a major factor in establishing our bid price).
      Responsibility: Dick Camacho, Herb Engel, Bob McKay, Dave Engel, and Carl Hanson.
      Target Compl Date: 9-25-92.

5. We should review the status of these items on Monday 28 September (maybe following our morning conference call) to reconfirm the feasibility of proceeding with this program.

Distribution:

Art Engel	Herb Engel
Bob McKay	Dave Engel
Carl Hanson	Bill Johnston
Bill Zavin	Bob Hillstrom
Bob Bates	Bill Carroll

Update 9-21-92
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CGM
PARIS

ACL Group
ATLANTIC Convey
Chaysin

CUNARD

ATLANTIC Container
Lines

Swedish Co
B&G Ro/Ro's

SI039021
NWMAR138472

C6-S-69c Vessel
PRESIDENT TAFT

Container Capacity: Operational

There are three principle restraints to utilizing the full design capacity on the PRESIDENT TAFT:

a) Below deck stack height limitations prohibit unrestricted stowage of 9' - 6 1/2" high 40 foot containers.

b) On deck container stowage is restricted by stack weight limitations imposed by hatch cover strength as follows:

20 Ft. Container Stacks	40 Ft. Container Stacks
60 L.T. Maximum	90 L. T. Maximum

c) Restraints imposed by the container lashing system.

Reefer Container Capacity

A total of 153 outlets are provided on the weather deck for self-contained refrigerated containers. As an auxiliary to ship's power when needed, 20' container slot 2073 has been fitted with a container carrying a 400 KW diesel generator. This arrangement is part of ship's gear, and slot 2073 is not available for container stowage. The combined power output allows stowage of 150 refrigerated containers, 20's and 40's.

Post-it™ brand fax transmittal memo 7671 | # of pages ▸ 6

To BILL ZAVEN	From JIM COZINE
Co. SW MARINE	Co. APL
Dept.	Phone # 272 7403
Fax # 503-240-6273	Fax #

09/21/1992 15:57 APL LOGISTICS 510 272 8928 P.01

SI039022
NWMAR138473

C6-S-69c Vessel
PRESIDENT TAFT
Features and Equipment

Main Engine: Bridge controlled, General Electric, Cross Compund Steam Turbine rated at 24,000 maximum continuous SHP @ 106 Rpm.

Boilers: One Foster Wheeler,850 PSI @ 955° F.

Propeller: Five Bladed, 21'-6" Diameter, Pitch @ .7 R
Ni-Al-Brz Weight - 56,870#

Generators:
One 1,000 KW (450 VAC) Steam Turbine Powered
One 800 KW (450 VAC) Gas Turbine Powered
One 550 KW (450 VAC) Diesel Powered
One 350 KW (450 VAC) Emergency Diesel Powered.
One 400 KW (450 VAC) Diesel Powered in 20 Ft. Deck Container

Distilling Rate: 20,000 GPD

Sewage Disposal System: Two 4500 gallon holding tanks (Total 9000 gals.) serving all sewage, galley, and service drains, with facilities for pumping ashore.

Stabilization System: Flume passive type employing two tanks.

Cathodic Protection System: Lockheed Impressed Curent type system.

Bow Thruster: None

Mooring Equipment: Six Skagit Constant Tension Winches. Max Pull 25000# at 60 FPM. Each has 550 Ft. of 1 1/4" wire.

Life Saving Equipment:
One 78 person, hand propelled, FRP boat recertified for 60 persons.
One 74 Person diesel powered FRP boat recertified for 60 persons.
Two 15 Person Inflatable Liferafts.

Radars: One 10 Cm RCA N2C-30 and One 3.2 Cm RCA NIC-75

Depth Sounder: Raytheon Mod. DE-714A/715 **RDF:** Mackey 4004-A

Loran: ITT Mackey 4202-B A/C

Radio Transmitters:

H.F. Trans	MR102 SSB 2/30 MKZ
Main Trans.	ITT 2005A 355/500 KC
Emerg. Trans.	ITT 2010A (Batt. Op.)
Phone:	SSB Collins
Auto Alarm:	ITT 5002B
Auto Alarm Keyer	ITT 5102A

Radio Receivers:

Main	ITT 3010C
Emergency	ITT 3001A
Auxiliary	Collins 51S1/55 G.I.
VHF	MR 201 FM

SI039023
NWMAR138474

AMERICAN PRESIDENT LINES, LTD.
VESSEL PARTICULARS

Name: SS PRESIDENT TAFT — Class: Seamaster
Service: Containership

Type: Original: C4-S-69a
Built by: Ingalls S.B. Co., Pascagoula, Miss. 12/15/67
Type: As Converted: C6-S-69c
Converted by: Todd Shipyards, Seattle, Wash. 7/11/72
Official No.: 511653 Signal Letters: WLDT Home Port: Oakland

Tonnages:	U.S.	Panama	Suez
Gross:	17,803	19,543	19,077
Net:	11,510	14,834	15,198

	English	Metric
Length, Overall	663' - 11"	202.36m
Length, Between Perpendiculars	634' - 6"	193.40m
Length, Registered	637.0'	194.16m
Beam, Molded	82' - 0"	24.99m
Beam, Extreme	82' - 2 1/2"	25.06m
Beam, Registered	82.0'	24.99m
Depth, Molded @ Side To Top Of Main Deck Plating	45' - 6"	13.87m
Depth, Registered	30.80'	9.39m
Draft, Keel To Summer Line	30' - 7 13/16"	9.34m
Freeboard, To Summer Line	14' - 10 7/8"	4.54m
Draft, Lightship, Mean	13' - 3"	4.04m
Forward	6' - 6"	1.98m
Aft	20' - 0"	6.10m
Displacement, Lightship (Inc. Ballast)	10143 L.T.	10305mt
Lightship VCG	30.67'	9.35m
Lightship LCG, (Aft Of Midships)	23.95'	7.30m
Displacement, Full Load	27620 L.T.	28062mt
Deadweight, Total	17477 L.T.	17757mt
Height, Top of Radar Scanner @ Keel	144' - 3 3/4"	43.99m
Height, Top of Main Mast @ Keel	151' - 6"	46.18m
Distance, Wheelhouse Windows To Stem	459' - 5"	140.03m
Fixed Ballast (Mud and Iron Fines)	1251 L.T.	1271mt
Max. Service Speed At Full Load Draft	21.4 Knots	
Cruising Range - at Max. Draft & SHP	13190 Miles	24440km
- at Avg. Draft & Speed	18450 Miles	34190km
Crew	45 + 2 Cadets	
Passengers	12 in 8 Staterooms	
Cargo Oil Capacity	None	
Built-In Reefer Capacity	None	
No. of Reefer Container Receptacles:	153 rated @ 50 Amp. & 220 VAC	
Generator capacity provides for 150 refrigerated containers.		
Container Capacity:	547 FEU Design	

Cargo Gear: None

SI039024
NWMAR138475

C6-S-69c Vessel
PRESIDENT TAFT

The table below gives outlet locations and the 20'/40' mixes of reefer containers. All receptacles are installed on hatch end coamings.

Between Rows	Number	w/Max. 20's* 20' + 40'		w/Max. 40's* 40' + 20'	
6/7	24	24	0	24	0
8/9	24	24	0	24	0
10/11	24	24	0	24	0
12/13	24	24	0	24	0
14/15	32	32	0	32	0
17/19	25	18	7	24	1
	153				

* Total reefer containers should not exceed 150

Hatch Covers

Hatch No.	Rows	Size	Weight
1 P/S	1/2	43' - 1 1/2" x 18' - 1 1/2"	21,200# Ea.
2 P/S	3/4	43' - 1 1/2" x 26' - 9"	45,900 Ea.
3 thru 8 C	5-16	43' - 1 1/2" x 26' - 9"	46,200 Ea.
3 thru 8 P/S	5-16	43' - 1 1/2" x 18' - 1 1/2"	28,600 Ea.
9 P/S	17/18	43' - 1 1/2" x 26' - 9"	45,200 Ea.
10 P	19	21' - 5 1/2" x 18' - 0"	14,900
10 S	19	21' - 5 1/2" x 26' - 9"	20,700

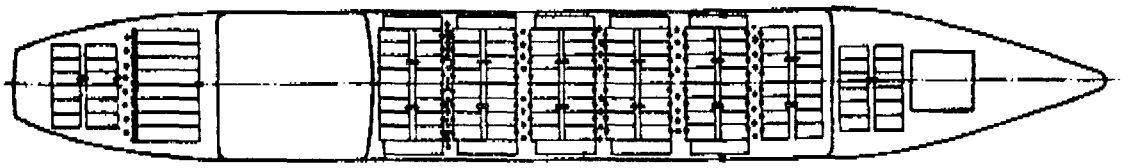
SI039025
NWMAR138476

C6-S-69c Vessel
PRESIDENT TAFT

Container Capacity and Distribution: Design

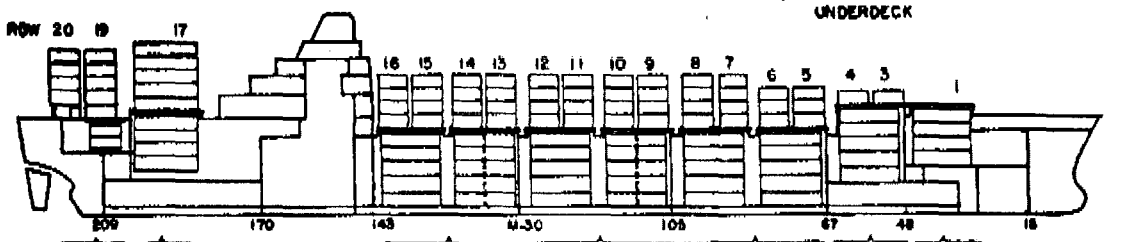
CONTAINER STOWAGE ARRANGEMENT

Both Plan View and Profile are shown with the maximum number of 20' containers on deck. 40' containers may be stowed in any or all positions on deck in place of paired 20's except at Rows 19 & 20. To allow for lashing access to the opposing ends of inboard 20's eliminate either one stack of 20's or one stack of 40's in any paired rows.



PLAN VIEW - WEATHER DECKS

LEGEND:
- ⊕ = REEFER PLUG
- ✝ = HATCH COVER SPLIT
- ⁞ = ALTERNATE PAIRED 20'S UNDERDECK



INBOARD PROFILE

TABLE OF CONTAINER CAPACITY

TIER No.	ROW 20	ROW 19	ROW 18	ROW 17	ROW 16	ROW 15	ROW 14	ROW 13	ROW 12	ROW 11	ROW 10	ROW 9	ROW 8	ROW 7	ROW 6	ROW 5	ROW 4	ROW 3	ROW 2	ROW 1	W/MAX. 20's 20's	W/MAX. 20's 40's	W/MAX. 40's 20's	W/MAX. 40's 40's
ON DECK W/MAX. 20's A	6	6		8																	12	8		
ON DECK W/MAX. 20's 9	6	6		8	8	8	8	8	8	8	8	8	8	8							92	18		
ON DECK W/MAX. 20's 8	6	6		8	8	8	8	8	8	8	8	8	8	8	8	8					108	18		
ON DECK W/MAX. 20's 7	5	6		8	8	8	8	8	8	8	8	8	8	8	8	8					107	18		
ON DECK W/MAX. 20's 6		6		8	8	8	8	8	8	8	8	8	8	8	8	8	7	7			116	18		
ON DECK W/MAX. 40's A	6	6		8																			12	8
ON DECK W/MAX. 40's 9	6	6		8	10		10		10		10		10										12	58
ON DECK W/MAX. 40's 8	6	6		8	10		10		10		10		10		8								12	66
ON DECK W/MAX. 40's 7	5	6		8	10		10		10		10		10		8								11	66
ON DECK W/MAX. 40's 6		6		8	10		10		10		10		10		8		7						6	73
IN HOLD W/MAX. 20's 5		5		6		7		7		7		7		7		5		4		2	33	38		
IN HOLD W/MAX. 20's 4		5		6		7		7		7		7		7		5		6		4	33	42		
IN HOLD W/MAX. 20's 3				4		7		7		7		7		7		5		4		2	28	36		
IN HOLD W/MAX. 20's 2				2		7		7		7		7		7		5		4		2	28	34		
IN HOLD W/MAX. 20's 1						5		7		7		5		5		3		4			28	24		
IN HOLD MAX. 40' 5		5		6		7		7		7		7		7		5		4		2			5	52
IN HOLD MAX. 40' 4		5		6		7		7		7		7		7		5		6		4			5	56
IN HOLD MAX. 40' 3				4		7		7		7		7		7		5		4		2				50
IN HOLD MAX. 40' 2				2		7		7		7		7		7		5		4		2				48
IN HOLD MAX. 40' 1						5		7		7		5		5		3		4						38
W/MAX. 20' 20's	25	40			32	32	67	67	32	32	67	67	32	32	24	24	7	7			585			
W/MAX. 20' 40's				58		41		8		43		8		41		23		22		10		254		
W/MAX. 40' 20's	25	40																					63	
W/MAX. 40' 40's				58		73		75		75		75		73		47		29		10				515

SI039026
NWMAR138477

C6-S-69c Vessel
PRESIDENT TAFT
Tank Capacities

Fuel Oil: (37.23 cu. ft./Ton & 98% Full)	Long Tons	Bbls.
Deep Tank # 4 C *	218.7	1450
Deep Tank # 5 P *	109.6	726
Deep Tank # 6 S *	109.6	726
Deep Tank # 9 P	108.3	718
Deep Tank #10 S	108.3	718
Deep Tank #13 P	122.8	814
Deep Tank #14 S	95.7	634
Wing Tank # 3 P/S	811.5	5380
Wing Tank # 4 P/S	763.3	5060
Wing Tank # 5 P/S	825.4	5472
F.O. Settlers P/S	279.1	1850
Totals	3552.3	23548

Salt Water Ballast: (35.00 cu. ft./ Ton & 100% Full)	Long Tons
Fore Peak	157.9
Deep Tank No. 1	323.0
Deep Tank No. 2 P	179.1
Deep Tank No. 3 S	179.1
Deep Tank No. 7 P*	118.1
Deep Tank No. 8 S*	118.1
D.B. Tank No. 3 C	326.3
D.B. Tank No. 3 P/S	351.1
D.B. Tank No. 4 C	329.4
D.B. Tank No. 4 P/S	616.1
D.B. Tank No. 5 C	355.4
D.B. Tank No. 5 P/S	550.0
D.B. Tank No. M.S. P/S	245.7
D.B. Tank No. 6 C	75.9
Afterpeak	310.1
Total	4235.3

Diesel Oil (43 C.F./Ton - 98% Full)	Long Tons	Gals
Deep Tank No. 16*	189.2	60867
Emerg. Gen. Day Tk.	1.8	300
Gas Turbine Day Tk.	1.8	540
Totals	192.8	61707

Fresh Water (36 CF/Ton - 100%)	Long Tons
Deep Tk. No. 15 P (Pot) *	120.4
Deep Tk. No. 17 S (Pot) *	120.4
Potable Tks. P/S	72.5
Distilled Tks. P/S	98.3
Total	411.6

Flume Tanks (35 CF/Ton - 100% Full)	Long Tons
Forward Tank	320.9
After Tank	254.2
Total	575.1

Fixed Ballast		
Space	Type	Long Tons
D.B. Tk. 2 P/S	Mud	521
Hold No. 3	Iron Fines	329
Hold No. 4	Iron Fines	401
Total		1251

*Independent tanks, stainless steel clad.

eg/4/pg/vp/taft

SI039027
NWMAR138478

609
799-
0806

Herb - 9/18

Vessels

Defense conversion commission - 9-27-92 - Seatttle

Fire - Vancouver Shipyards

Joy

#7
Brookfield
Way
Robbinsville
NJ
08691

Maersk - Ian Fletcher - NJ

Ned Loyd - - Mr Meen Horst 31-10-400-6326

Barber Lines

Mitsui OSK

Norw
Italy
Germany
Greece

East Asiatic

310-437-
7796

OOCC

Large Container Ship

Power

Under
20 yrs

APL - Bob Riddwold SF

Hadag Loyd

9-17-92

Bob Hillstrom met today with Charlie Cushing of CR Cushing

They appear to be best qualified based on experience and knowledge and cost based on their willingness to live with $400 k design contract and 180 day schedule - We are sending them a package and they are sending us a proposal - 30 full time naval architects with ability to expand beyond on a project basis - they have a great deal of experience with MARAD procurments for Reflagging

Bob Hillstrom has gleaned information from McMullen friend (working with Newport News)

Panamax - 900'-950'; 225,000 - 300,000 sq ft cargo - RO-Ro configuration
Maximum of 20 yrs in age
First delivery in not less than 18 mos from date of contract and last ship not later than 1995
No quantities specified - should be in pairs Max Draft -35'
Diesel propulsion system

Hillstrom preference on ship location activity - (will read solicitation for first time tomorrow)

1. Vessels meet speed and configuration requirements
2. Re-power if necessary if vessel meets configuration
3. Reconfigure (lengthen) if necessary if vessel meets performance characteristics

Ian Morrison has package on way - Son Patrick is a shipbroker who is looking for the vessels - They are aware of procurement - We have sent them the 22 page excerpt - They have located 6 vessels so far - Propulsion performance characteristics seem to fall short - Vessels would become available at proper time however - pricing appears rational

Bill Cherrier of American Automar has a package on way - He will be reviewing and calling BZ over the weekend - They have a great deal of experience in this market with MARAD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJ NO.
A0001	SEP 11 92	N00024-93-NR-91000	

6. ISSUED BY CODE N00024

NAVAL SEA SYSTEMS COMMAND
DEPARTMENT OF THE NAVY
WASHINGTON, D.C. 20362-5160
BUYER/SYMBOL: Ms. Sharie Bourbeau
PHONE: Area Code (703) 602-1926

7. ADMINISTERED BY (if other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

X N00024-93-R-2214

9B. DATED (SEE ITEM 11)
SEP 04 1992

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers __ is extended, _X_ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amendment, by one of the following methods: (a) By completing Items 8 and 15, and returning _2__ copies of the amendment; (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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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)*

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

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 PAGE 2

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)
	Jerry Clement Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	BY *(Signature of Contracting Officer)*

16C. DATE SIGNED

NSN 7540-01-152-8070 30-105 STANDARD FORM 30 (REV 10-83)
PREVIOUS EDITION UNUSABLE Prescribed by GSA
FAR (48 CFR) 53.243

SI039030
NWMAR138481

The purposes of this amendment are (i) to provide clarification as to the number and types of ships required to be proposed; (ii) provide revised change pages; and (iii) to establish a cut-off date for the submission of offerors' questions. Accordingly, Request for Proposals (RFP) N00024-93-R-2214 is hereby amended as follows:

1. For clarification purposes: To be considered for award, Offerors must propose a minimum of two PANAMAX or equal sisterships of the same class, as defined as "sisterships" in the RFP. However, offerors may propose ships in addition to the two sisterships which are not in the same sistership class. A maximum number of ships to be proposed is not limited. The conversions of all ships shall be completed within the time specified in the RFP.

2. Pages 6, 139, 147 and 148 of the RFP are hereby deleted in their entirety and the attached revised pages 6, 6a, 139, 147 and 148 are inserted in lieu thereof. The vertical line(s) at the left margin denotes the change(s). In the event no vertical line appears, the change is a result of pagenation only.

3. The cut-off date and time for submission of offeror's questions is 2:00PM EDT, 28 September 1992. All questions shall be submitted in writing. A facsimile transmission to (703) 602-7360 is acceptable.

4. Except as amended herein, all other terms and conditions remain unchanged and in full force and effect.

surveys. The shipowner shall provide adequate shipboard facilities for the survey team.

2. Engineering Design Development

The Contractor shall develop and provide the engineering designs to convert the candidate conversion ships to Strategic Sealift Ship (CSP/S-24) configuration in accordance with the Circular of Requirements (COR), Attachment J-1. The engineering design shall be in accordance with this solicitation and in compliance with the rules and requirements of the regulatory bodies listed in the COR, Attachment J-1, in effect at the time of the solicitation. The engineering design effort shall result in Engineering Design Ship Specifications, Contract Drawings for each ship proposed, and required approvals from regulatory bodies, in accordance with the Contract Data Requirements List (CDRL), Attachment J-5; the above shall be suitable for use by the Contractor for detail design and conversion of each ship to a Strategic Sealift Ship.

For the purpose of this contract, "Sisterships" are defined as ships that are similar enough that only one set of plans, or specifications, as approved by the regulatory bodies, are needed to convert and deliver both ships. Therefore, one Technical Specification, and one set of Engineering Drawings will be required for those ships.

Ships are <u>not</u> "Sistership" if:

- they are built in different yards, and different construction techniques are employed resulting in different construction drawings and different configurations

- previous service life alteration and maintenance experience is such that there are different configurations, different equipment, or significant variances in material conditions

- the final conversion configuration is different

- there is a difference in Classification nomenclature or Regulatory compliance.

- if any main propulsion or major auxiliary machinery is of different supplier

If ships are not "Sisterships", then each ship proposed must be documented with a separate Technical Specification, and a separate set of Engineering Drawings.

SI039032
NWMAR138483

SCHEDULE

Engineering calculations for speed versus power predictions on ships offered and model tests to verify the 24 knot speed shall be performed in accordance with the CDRL, Attachment J-5.

Reflagging in accordance with the requirements of the U.S. Coast Guard (USCG) of any foreign vessel to U.S. Flag will be required during the conversion. The Contractor shall incorporate in the conversion planning and engineering, the applicable guidance provided in the USCG Navigation and Vessel Inspection Circular (NVIC) No. 10-81 concerning reflagging of foreign ships to United States Flag involving a major conversion for any foreign ships.

The Contractor shall perform the logistics requirements of his engineering design in accordance with the Integrated Logistic Support (ILS) Requirements, Attachment J-4, Standardization Requirements, Attachment J-3, and Data Management Requirements, Attachment J-9. Configuration management shall be in accordance with the Configuration Management Requirements, Attachment J-10.

Design reviews will be conducted approximately every six to eight weeks at the Contractor's facility or at NAVSEA Headquarters in Arlington, Virginia, at a time designated by the Government. The Contractor shall prepare and present these design reviews. The Contractor shall submit an agenda to the Government prior to each meeting and provide minutes of each design review in accordance with the CDRL, Attachment J-5.

Immediately after contract award, the NAVSEA Program Manager may schedule a post-award conference to be conducted at NAVSEA Headquarters in Arlington, Virginia.

SI039033
NWMAR138484

Ships are not "Sisterships" if:

- they are built in different yards, and different construction techniques are employed resulting in different construction drawings and different configurations

- previous service life alteration and maintenance experience is such that there are different configurations, different equipment, or significant variances in material conditions

- there is a difference in Classification nomenclature or Regulatory compliance

- the final conversion configuration is different

- if any main propulsion or major auxiliary machinery is of different supplier

If ships are not "Sisterships", then each ship proposed must be documented with a separate Proposal, a separate Technical Specification, and a separate set of Engineering Drawings.

Note: The offeror is required to propose a minimum of two sisterships, however, if the offeror chooses to propose more than the minimum, the additional ships are not required to be within the same sistership class.

ENGINEERING DESIGN PROPOSAL

FACTOR I: LETTER OF INTENT

The Offeror shall include in the proposal an executed letter of intent between the shipowner and the Contractor committing the ship(s) to the conversion program. The ship(s) shall be under a current classification preferably, without "Outstandings" and, in operational service. The letter should also indicate the shipboard allowance to be provided with the ship, any ancillary equipments to be retained on board, i.e. radio equipment, life boats, etc. The letter of intent should indicate lien holders and other contingencies which would impact the purchase of the ship. The Letter of Intent shall include permission from the shipowner for the Government to review Class records and engineering logs; conduct ship(s) inspections (up to ten consecutive days not to interfere with ship schedule) for suitability for continued service and conversion; and conduct ship operational survey and material condition survey.

SI039034
NWMAR138485

available to perform the contract. The utilization rate shall be discussed if an item supports more than one ship, including the time-phased utilization of key facilities such as shops, drydocks, building ways, berths, etc. for firm and projected work. The description shall include "nonfacility" resources such as special or unique equipment, cranes and special tools.

POSSIBLE DIRECT NEGOTIATIONS FOR PHASE II EFFORT

All offerors will be required to submit certain preliminary Engineering Design documentation at ninety (90) days after contract award. However, any offeror may at this time submit the complete Engineering Design documentation, which shall include all the technical documentation which is due 180 days after contract award, i.e., the complete Phase I technical package, subject to the following provisos:

1) the offeror's submission must also include a letter of intent executed by the shipowner, granting the offeror exclusive rights to purchase the ships, certifying that title to each ship will be conveyed free of any liens or other encumbrances, providing all necessary information, set forth in Section L, regarding the current condition of each ship, and stating the firm fixed price which the offeror will be required to pay;

2) the offeror shall certify that each ship's characteristics, as converted, will be in excess of the threshold values set forth in the COR, Attachment J-1; and

3) the offeror shall submit a reasonably detailed conversion plan which shall be applicable to a minimum of two "sisterships" up to a maximum of four (4) ships and shall provide for delivery of all converted vessels on or before 30 September 1995; and

4) the offeror shall submit, in the level of detail required in Section L, a pricing proposal for detail design and conversion effort including ship(s) acquisition, repair/refurbishment/replacement and conversion costs.

On the basis of this information, the Government, in its sole discretion and provided the conditions set forth in Part 6 of the FAR regarding acquisition by other than full and open competition are satisfied, may select one or more offerors to participate in direct negotiations for a Phase II contract award for the detail design and conversion of up to four ships. Certified cost or

SI039035
NWMAR138486

pricing data will be required prior to award of any contract pursuant to such direct negotiations.

Any offeror selected for direct negotiations for a detail design and conversion contract at this point will be excluded from competing for authorization of any Phase II Detail Design and Conversion contract(s) resulting from this solicitation. Consideration for award of Phase II contract(s) for detail design and conversion shall not be affected in any way by an offeror's decision as to whether or not to submit the above described "Complete Technical Design Package" at the 90 day point after contract award.

ACQUISITION, DETAIL DESIGN AND CONVERSION PROPOSAL PHASE II

FACTOR I: LETTER OF INTENT

The Offeror shall provide updated Letter(s) of Intent submitted during Phase I, which indicates continued commitment from the shipowner(s) to commit the same ships proposed under Phase I for the purpose of conversion if the Offeror is authorized a Phase II effort. The letter(s) should indicate that the ships offered will be made available on or about 1 Sep 93 at the Contractor's conversion facility.

The Offeror shall procure the ships for conversion to Strategic Sealift Ships after authorization to proceed into Phase II. The ships shall be in class, under a current classification society preferably without "Outstandings" and operational in service. The candidate ships shall be free and clear of all liens when the title transfers to the Contractor.

The Letter(s) of Intent shall also finalize and identify all shipboard allowance to be retained on board, at the time the candidate ship(s) are transferred to the contractor.

FACTOR II: SHIP CHARACTERISTICS

The Offeror shall describe how the proposed contract design submitted during Phase I satisfies all COR minimum requirements for the required ship characteristics. Specifically, the proposed contract design must demonstrate ship characteristics that meet or exceed the COR minimums in the following areas:

- Speed of 24 knots or more
- Cargo area (sq. ft)
- Endurance
- Service Life

SI039036
NWMAR138487

N00024-93-R-2214(Q)

SCHEDULE

SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT

PHASE I

ITEM 0001 ENGINEERING DESIGN DEVELOPMENT FOR CONVERSION TO STRATEGIC SEALIFT SHIPS

1. Candidate Ship Nomination, Inspection, and Survey

The Contractor shall provide an executed letter of intent between the shipowner and the Contractor committing the ships (minimum of two sisterships of the Class) to the conversion program. The ships shall be under a current classification preferably, without "Outstandings" and operational in service. The letter shall include permission from the shipowner for Government representatives to review Class records, engineering logs, current outstanding items, and conduct ship inspections (up to ten consecutive days, not to interfere with ship schedules) for suitability for continued service and conversion, material condition surveys, and, ship operational surveys.

The Contractor shall obtain an American Bureau of Shipping (ABS) pre-purchase survey consisting of material condition and condition survey for classification for each candidate ship, and prepare and submit to the Government a Hull, Mechanical, and Electrical (HM&E) report of the findings, in accordance with the Contract Data Requirements List (CDRL), Attachment J-5. The report items shall be incorporated in the final listing of HM&E repair to be accomplished during detail design and conversion, Phase II.

The Contractor shall make each candidate ship available to the Government representatives for inspection and survey for a period not to exceed ten (10) consecutive days during Phase I, starting within one month after contract award. The Contractor shall establish a point of contact who shall provide liaison with the shipowner and shall provide the most current ship schedules to facilitate the Government ship visits.

For planning purposes, up to ten (10) Government representatives shall conduct the ship inspections and surveys. During these visits to the candidate ships, the Contractor shall make available in each ship, at no cost to the Government, Classification Society records, engineering logs, current "Outstanding" items, and ship schedules for review by the Government representatives. The Contractor, in agreement with the shipowner, shall provide all labor, materials, and services to support the Government operational and material condition

SI039037
NWMAR138488

surveys. The shipowner shall provide adequate shipboard facilities for the survey team.

2. Engineering Design Development

The Contractor shall develop and provide the engineering designs to convert the candidate conversion ships to Strategic Sealift Ship (CSP/S-24) configuration in accordance with the Circular of Requirements (COR), Attachment J-1. The engineering design shall be in accordance with this solicitation and in compliance with the rules and requirements of the regulatory bodies listed in the COR, Attachment J-1, in effect at the time of the solicitation. The engineering design effort shall result in Engineering Design Ship Specifications, Contract Drawings for each ship proposed, and required approvals from regulatory bodies, in accordance with the Contract Data Requirements List (CDRL), Attachment J-5; the above shall be suitable for use by the Contractor for detail design and conversion of each ship to a Strategic Sealift Ship.

Engineering calculations for speed versus power predictions on ships offered and model tests to verify the 24 knot speed shall be performed in accordance with the CDRL, Attachment J-5.

Reflagging in accordance with the requirements of the U.S. Coast Guard (USCG) of any foreign vessel to U.S. Flag will be required during the conversion. The Contractor shall incorporate in the conversion planning and engineering, the applicable guidance provided in the USCG Navigation and Vessel Inspection Circular (NVIC) No. 10-81 concerning reflagging of foreign ships to United States Flag involving a major conversion for any foreign ships.

The Contractor shall perform the logistics requirements of his engineering design in accordance with the Integrated Logistic Support (ILS) Requirements, Attachment J-4, Standardization Requirements, Attachment J-3, and Data Management Requirements, Attachment J-9. Configuration management shall be in accordance with the Configuration Management Requirements, Attachment J-10.

Design reviews will be conducted approximately every six to eight weeks at the Contractor's facility or at NAVSEA Headquarters in Arlington, Virginia, at a time designated by the Government. The Contractor shall prepare and present these design reviews. The Contractor shall submit an agenda to the Government prior to each meeting and provide minutes of each design review in accordance with the CDRL, Attachment J-5.

Immediately after contract award, the NAVSEA Program Manager may schedule a post-award conference to be conducted at NAVSEA Headquarters in Arlington, Virginia.

SI039038
NWMAR138489

SCHEDULE

3. Program Management

The Contractor shall provide the management necessary to ensure effective cost, schedule and technical performance under this contract in accordance with the Program Management Requirements, Attachment J-6.

4. Ship Standardization

a. Contractor Furnished Equipment (CFE) Intra-Class Standardization

In selection of replacement equipment, emphasis shall be placed on within-hull and intra-class standardization, and on the availability of life cycle support items such as provisioned item support, as specified in the Standardization Requirements, Attachment J-3.

b. Strategic Sealift Class Standard Equipment (CSE)

CSE required for CSP/S-24 conversions is listed in Appendix A to the COR, Attachment J-1 and the CSE List, Schedule A, Attachment J-2. The engineering design Contractor shall be responsible for integration of the Government designated CSE into the ship design(s) developed. Technical and supporting engineering information, Schedule C, Attachment J-2, for the CSE to be provided to the Contractor by the Government, will include equipment interface and performance data necessary for the design integration and logistic support determination.

5. Repair, Refurbishment, and Replacement

a. Repair, refurbishment, or replacement decisions by the Contractor shall be based on the extent of wear or damage compared to a service life projection over the remaining years of the ship; i.e., 40 years less ship's age at commencement of conversion or 20 years, which ever is greater. If the equipment has an adequate expectation to survive the remaining years of the ship's service life or can be repaired or refurbished to such a condition, it may be retained. The Contractor shall provide justification for retaining, refurbishing, or repairing equipment, in accordance with the CDRL, Attachment J-5.

b. Equipment to be retained, refurbished, or repaired shall require justification, to include consideration of periodic maintenance intervals, ABS survey cycles, life cycle logistic supportability through availability of spare parts, and required maintenance actions during the yard period necessary to zero the periodic maintenance cycles and ABS survey cycles at ship delivery in accordance with the CDRL, Attachment J-5.

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NWMAR138490

c. Equipment identified for replacement will require technical and life cycle cost analyses demonstrating the impracticability or excessive cost of repair or refurbishment. Equipment not supported by either the United States Navy supply system or by commercial industry for the anticipated service life of the conversions, shall be replaced.

d. The Contractor shall inventory the technical manuals and/or operating/maintenance instructions found onboard and provide a listing of the current onboard manuals to the Government, in accordance with the CDRL, Attachment J-5. The Contractor shall also provide the number of manuals requiring translation to English and nomenclature of each. Additionally, the Contractor shall provide a list of the equipments for which new manuals must be procured.

e. The Contractor shall incorporate in the conversion planning and engineering that the completed conversion ships shall be delivered with the ships' Classification Survey Schedules so arranged and the ships in such material condition as to start the next five (5) year ABS Continuous Survey Cycle upon delivery of the ships to the Government.

f. The Contractor shall provide a Hull, Mechanical & Electrical (HM&E) Repair List, in accordance with CDRL, Attachment J-5 to identify the items which will be repaired, refurbished or replaced, based on Regulatory BOdy requirements, manufacturer's recommendations (hours of operation/calendar time), technical requirements, equipments material condition ready and sufficient for intended purposes and system integration. The HM&E Repair List work proposed herein in Phase I, shall be priced in Phase II, CLIN 0003.

6. Ninety (90) Day Preliminary Technical Summation

The Contractor will be required to submit certain preliminary Engineering Design documentation at ninety (90) days after contract award. However, any contractor may, at this time, submit the complete Engineering Design information, including all the technical information which is due 180 days after contract award (i.e., the complete Phase I technical package, subject to the following additional requirements) along with the Phase II Technical/Management and Pricing Proposals.

a. The offeror's submission must also include a letter of intent executed by the shipowner, granting the offeror exclusive rights to purchase the ships, certifying that title to each ship will be conveyed free of any liens or other encumbrances, providing all necessary information regarding the current condition of each ship, and stating the firm fixed price which the offeror will be required to pay.

SI039040
NWMAR138491

b. The offeror shall certify that each ship's characteristics, as converted, will be in excess of the threshold values set forth in the COR, Attachment J-1.

c. The offeror shall submit a reasonably detailed conversion plan which shall be applicable to two (2) sisterships and shall provide for delivery of all converted vessels on or before 30 September 1995; and

d. Pricing proposal.

7. Engineering Design Completion

The Contractor shall complete the Engineering Design in compliance with the requirements of this contract and the rules and regulations of the Regulatory Bodies listed in the COR, Attachment J-1. Design areas which were accelerated to accomplish the Preliminary Technical Summation shall be revisited and thoroughly engineered to ensure a design description suitable for detail design and conversion.

ITEM 0002 DATA FOR ITEM 0001 AND PHASE II PROPOSAL

Data for CLIN 0001, and the proposal for accomplishing the work in Phase II, shall be submitted in accordance with the CDRL, Attachment J-5.

PHASE II

ITEM 0003 - ACQUISITION, DETAIL DESIGN, AND CONVERSION FOR STRATEGIC SEALIFT SHIPS (CSP/S-24) PROPOSED UNDER CLIN 0001

1. General

a. The Contractor shall procure the candidate ships proposed in CLIN 0001 for conversion to Strategic Sealift Ships. These ships shall be under a current classification without "Outstandings", and preferably, operational in service. The candidate ships shall be financially free from all liens upon purchase of said ships by the Contractor. The Contractor shall submit to the Government a statement of the acquisition cost of the ships, the total inventory of each ship, and a Certificate of No Liens in accordance with the CDRL, Attachment J-5. The inventory shall record quantities and material condition of all items. Attachment J-11 provides an example of the information which shall be presented in the Certificate of No Liens.

SI039041
NWMAR138492

SCHEDULE

b. The Contractor shall perform detail design, convert, test and deliver Strategic Sealift ships, fully outfitted and complete in all respects. The Contractor shall obtain the surveys required for American Bureau of Shipping (ABS) Classification, all Certifications, and all Statement of Fact items under the ABS responsibility, and all certification and compliance documentation required by other U.S. Regulatory Bodies to begin a five (5) year ABS Continuous Survey Cycle with the delivery of each ship. In addition, the Contractor shall develop, validate, and deliver technical, logistic, and other documentation in accordance with the CDRL, Attachment J-5.

c. The Contractor shall reflag to the U.S. Flag any foreign vessel acquired for conversion in accordance with the requirements of the U.S. Coast Guard (USCG). The Contractor shall incorporate in the conversion planning, engineering, and fabrication, the applicable guidance provided in the USCG Navigation and Vessel Inspection Circular (NVIC) No. 10-81 concerning reflagging of foreign ships to United States Flag involving a major conversion.

d. The Contractor shall furnish all manpower, material, equipment, facilities including drydock capability, technical information, and services necessary to accomplish the work under this contract. During conversion, the Contractor shall be responsible for the safety, security and protection of the delivered CSE as well as the ships until released from this responsibility upon acceptance of the converted vessels by the Government. The contractor shall provide for handling and berthing of the ships at his facility, and for access to open water for sea trials and departure.

e. The Contractor shall furnish all manpower, material, equipment, facilities including drydock capability, technical information, and services necessary to integrate into each ship the CSE provided by the Government, described in Schedule A, Attachment J-2.

f. Welding, welding inspection and records, welders' qualifications, non-destructive testing, and non-destructive testing personnel qualifications shall be in accordance with the requirements of the ABS Rules, or MIL-STD-278 and MIL-STD-271, respectively. The Contractor shall choose one method, either ABS or MIL-STD, notifying both the Government and ABS of the decision and maintaining that approach for the life of this contract.

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CIRCULAR OF REQUIREMENTS

FOR

CONVERSION OF EXISTING

SHIPS TO

STRATEGIC SEALIFT SHIPS

CSP/S-24

1.0 REQUIREMENTS FOR STRATEGIC SEALIFT SHIPS

This Circular of Requirements (COR) provides the requirements for conversion of existing ships to Strategic Sealift Ships. The mission of the Strategic Sealift Ships is to transport, or transport and preposition afloat, military unit equipment and logistic support for the military forces of the United States.

The CSP/S-24 Class will consist of both the CSP-24 (Conventional Sealift, Prepositioned) and CSS-24 (Conventional Sealift, Surge) configurations. The CSP-24 is the basic configuration and includes all of the capabilities required by this COR. The CSS-24 is identical to the CSP-24 with the exception that the cargo hold environmental control system is not installed. Reservations shall be provided in the CSS-24 to facilitate future installations of the cargo hold environmental control system. These reservations shall be in accordance with Section 7.5.3.4.

Existing equipment, systems, accommodations, and habitability features which meet the functional requirements of this COR may be retained.

1.1 Class Standard Equipment (CSE)

Equipment listed in Appendix A is CSE. This equipment will be centrally selected and procured under a single contract. The CSP/S-24 shall meet all stated performance and system requirements with the installed CSE. The CSE Contractor will identify all ship interfaces for CSE. The CSE Contractor will provide technical support for CSE installation and test.

The Contractor shall incorporate CSE interfaces into the design and install CSE in accordance with data provided by the CSE Contractor.

SI039043
NWMAR138494

2.0 GENERAL

The CSP/S-24 capability shall be maximized for Roll-On/Roll-Off (RO/RO) operations.

The CSP/S-24 shall be capable of performing the following using only ships' equipment:

- o RO/RO and Lift-On/Lift-Off (LO/LO) and transport vehicles.
- o RO/RO and LO/LO and transport containers.
- o LO/LO and transport lighterage.
- o RO/RO and LO/LO cargo onto a pier.
- o RO/RO and LO/LO cargo in the stream, in Sea State 3.
- o Simultaneous RO/RO and LO/LO to the maximum extent practicable.
- o Survive in Sea State 8 without permanent distortion to ship structure or systems.

2.1 Concept of Operations

For design purposes, the nominal operating profiles for the CSP/S-24 are as follows:

- o CSP-24. The CSP-24 is prepositioned with military cargo. In Prepositioning Mode, the ship will wait with cargo in the holds in a forward area until needed. The cargo hold environmental control system will be used to maintain the cargo holds within the required temperature and humidity range. The ship will be maintained in Full Operating Status (FOS). The ship will participate in occasional fleet exercises. Port facilities may or may not have services such as shore power and steam. For calculating fuel consumption, the ship will not be on shore services. For calculating fuel consumption, the CSP is in the summer environmental condition year round. The CSP-24 will operate 33 percent of the time underway and 67 percent of the time in port. While underway, 67 percent of the time the ship will operate at 15 knots and 33 percent of the time will operate at 24 knots.
- o CSS-24. The CSS-24 is maintained in Reduced Operating Status (ROS). In ROS, the CSS-24 will be maintained without cargo and can be activated within four days (ROS-4). Full crews will be kept on alert and a skeleton crew (approximately 9) will be aboard at all times. For calculating fuel consumption, the ship will be on shore services. For calculating fuel

SI039044
NWMAR138495

consumption, the CSS is in the summer environmental condition 50 percent of the in port and underway periods and in the winter environmental condition 50 percent of the in port and underway periods. The CSS-24 will operate 15 percent of the time underway and 85 percent of the time will be in port. While underway, 60 percent of the time will be at 15 knots and 40 percent of the time will be at 24 knots.

During a mobilization (such as, war, crisis, deployment, or redeployment), the CSP-24 and CSS-24 will operate as point-to-point ships. They will transit at maximum attainable speed from port of embarkation to port of debarkation.

The maintenance approach for the CSP/S-24 is as follows:

(a) The ship will be maintained under continuous survey by ABS.

(b) The ship will be drydocked in accordance with regulatory body requirements for extended drydocking cycles.

(c) Maintenance actions and cycles for equipment will be in accordance with manufacturer's recommendations.

2.2 Environment

Sea State 3 is defined as significant wave height of 4.1 feet and modal period of 7.5 seconds as described by the Bretschneider Sea Spectrum.

Sea State 8 is the storm sea condition and is defined as significant wave height of 45.9 feet and modal period of 16.4 seconds as described by the Bretschneider Sea Spectrum.

The ship and all its systems shall be capable of getting underway, loading/off-loading cargo and operating in the following environmental temperatures:

	Summer	Winter
Outside Dry Bulb	105°F	0°F
Outside Wet Bulb	87.5°F	--
Seawater	95°F	28°F

2.3 Materials and Equipment

Ship systems, installations and equipment in hazardous locations shall be explosion-proof or intrinsically safe.

Materials and equipment shall be of the best commercial marine quality. Equipment and systems with proven high reliability levels, based on wide marine usage, shall be employed.

SI039045
NWMAR138496

The hull, superstructure, and deckhouse(s) shall be steel. New structural steel for the hull, superstructure and deckhouse(s) shall be limited to ABS grade H36 or lesser strength, except as required to maintain structural continuity and material compatibility with existing retained structures.

Wherever practicable and where manufacturer's equipment recommendations allow, common types and grades of lubricating oil and grease shall be used to minimize the types and grades of lubricants.

Lubricants shall comply with American Petroleum Institute (API) standards.

Machinery condition and vibration monitoring will be performed on the ship after delivery. Bench marks for locating accelerometers shall be provided on reciprocating and rotating equipment.

Asbestos and other hazardous material shall be removed from the ship.

2.4 Equivalent Equipment

Except for CSE identified in Appendix A, the Contractor may propose equivalents to the equipment specified by manufacturer name, make or model number. The proposed equivalent items will be evaluated by the Government based on the following:

(a) Meet the performance requirements established in this COR and those of the designated equipment.

(b) Possess appropriate regulatory body approval.

(c) Possess similar:

(1) Weight.

(2) Overall dimensions.

(3) Power, HVAC, cooling water, signal-type, and other support and interface characteristics.

(4) Suitability for marine service.

(5) Material.

(6) Maintenance features, including marine commercial and USN supply support.

(7) Marine service experience.

SI039046
NWMAR138497

(8) Population in commercial or U.S. Government marine use.

(9) Vendor-furnished training.

(10) Vendor-furnished service.

(11) Technical documentation.

(d) Conform with interface and compatibility requirements of retained systems and components.

(e) An exception to these criteria may be considered when superior performance, service, material, availability, life cycle cost or maintenance characteristics are demonstrable and are to the advantage of the ship.

2.5 System Safety

Hazards to personnel and equipment shall be eliminated wherever possible. Safeguards shall be incorporated to minimize and control potential conditions that could cause death, injury, occupational illness, or damage to, or loss of, systems, machinery, equipment or components where these hazards cannot be eliminated.

2.6 Electromagnetic Environmental Effects (E^3)

2.6.1 General Requirements

Radiators and receptors of electromagnetic (EM) energy and related electronics shall ensure electromagnetic compatibility (EMC) and shall minimize hazards from electromagnetic radiation to personnel (HERP), ordnance (HERO), and fuels (HERF). Personnel shall be protected (such as, restricted access, warning signs and lines, physical boundaries) from electromagnetic radiation of own ship antenna systems during normal operation and maintenance to the levels identified in IEEE C95.1. Automated control systems, instrumentation, and other shipboard electrical and electronic systems shall not respond spuriously to electromagnetic interference (EMI) from radiating sources, including transmissions from other ships operating in conjunction with the CSP/S-24, or transients on power lines.

The transmissions from other ships is represented by Table I.

SI039047
NWMAR138498

TABLE I

EM ENVIRONMENT LEVELS

FREQUENCY RANGE (MHz)	APPROXIMATE NEAR FIELD EM LEVELS			
	Pwr dens Peak	(mw/cm^2) Avg	fld stgth Peak	(V/m) Avg
< 30	1	1	55	55
30-2000	5000	60	4250	460
> 2000	205000	3100	31000	3500

Cables shall be routed within the ship structure to protect the cables from electromagnetic radiations from on-ship and off-ship transmitting antennas, to the maximum extent practicable. Cables routed to equipment located on masts, stanchions or other elevated structures shall be electromagnetically protected by being routed either within these structures or within an additional metallic cable trunk. Structural plating and maintenance access plates for the cable trunk shall be of welded construction or utilize electromagnetic gasket material for the joining of all non-welded metallic surfaces. Cables exiting the electromagnetic protection of the mast, stanchion, elevated structure or metallic cable trunk are considered exposed to the weather. Cables routed in topside areas, exposed to the weather, shall be shielded. Shielding shall be accomplished through the selection and use of shielded cable, or by routing cable through shielding conduit.

2.6.2 Bonding and Grounding

Large metal items, which are attached by a low resistance connection to the ship hull, are considered extensions of the hull and are at ground potential. The following equipment shall be bonded and grounded to ship ground potential:

(a) Equipment utilizing electrical power.

(b) Fuel tanks and pipes.

(c) Metallic standing rigging.

(d) Metallic cranes, hoisting gear, kingposts, tilting masts and ramps.

(e) Portable metallic liferail stanchions, liferails and ladderways.

(f) Water tanks.

SI039048
NWMAR138499

(g) Metal ducts.

(h) Engines, rudderstock, struts, main shaft (engine or reduction gear mount), main shaft fairing (if not grounded internally), underwater log, all seachests.

The outermost metallic surface of all equipment, connected to electrical power of 30 volts or more, shall be grounded. Electrical and electronic equipments are considered properly grounded if they have areas of metal-to-metal contact or uninsulated installation bolts. Electrical equipment, such as connection boxes, switch boxes, and breaker panels, shall be considered properly grounded after installation by mounting bolts and other areas of metal-to-metal contact. Electrical and electronic equipment installed on resilient mounts shall be grounded by a third conductor in the power supply cable and through a bond strap or bracket. Slide mounted or roller mounted equipment shall be grounded by a conductor within the equipment cable harness.

Metallic standing rigging shall be bonded to ground potential through the use of bond strapping.

Masts, mast braces, kingposts, vertical ladders and expansion joints, and structures bolted in place shall be grounded by bond straps spaced around each structure to dissipate the charge.

Pipes, metal tubing, outermost cable shield and waveguides, routed in topside areas, shall be grounded at deck or bulkhead penetration points. Tubing and pipes shall be grounded by welding or by a welded flange, or shall utilize the method specified for cable shield grounding. Waveguides shall be grounded by replacing the weather flange gasket with a conductive gasket. The conductive gasket material shall be Shielding Technology, Inc., Polasheet.

2.7 Service Life

The ship shall be converted so as to provide a remaining projected service life of 40 years less the ship's age at the commencement of conversion, or 20 years, whichever is greater.

SI039049
NWMAR138500

3.0 REGULATORY REQUIREMENTS AND CERTIFICATIONS

3.1 Regulatory Requirements

The converted ship, as delivered, shall be U.S. - Flagged and shall comply with the applicable laws of the United States and the requirements and rules of the various regulatory bodies for vessels used for non-public purposes, certifying agencies, and classification or other agencies including, but not limited to, those listed below, and as otherwise specified in this COR.

- o American Bureau of Shipping (ABS), "Rules for Building and Classing Steel Vessels" including all requirements for classification as A1 (E) Vehicle Carrier, AMS, and ACCU and shall have no outstanding recommendations at the time of delivery.
- o USCG Regulations for Certification as a Cargo and Miscellaneous Vessel, Unrestricted Ocean Service.
- o U.S. Department of Transportation, Hazardous Materials Regulations.
- o International Convention for Safety of Life at Sea (SOLAS), including all amendments.
- o United States Public Health Service (USPHS) including Publication No. 393, "Handbook on Sanitation of Vessel Construction", and USPHS and MARAD's Joint Publication No. PB 161019, "Ratproofing of Ships".
- o Panama Canal Regulations, for routine commercial transit.
- o Suez Canal Regulations.
- o Federal Communications Commission.
- o International Convention on Load Lines.
- o ABS Requirements for Certification of Construction and Survey of Cargo Gear on Merchant Vessels.
- o ABS Guide for Certification of Cranes.
- o ABS Guide for Certification of Shipboard Elevators.
- o ABS Guide for Certification of Thrusters.
- o ABS Guide for Certification of Container Securing Systems.
- o ABS Guide for Underwater Inspection in Lieu of Drydocking Survey.

SI039050
NWMAR138501

- o ABS Guide for Survey Based on Preventative Maintenance Techniques.

- o ABS Guide for the Use of Refrigerated (Low Pressure) Carbon Dioxide, as a Fire Extinguishing Medium on Board Ship.

- o USCG NVIC 10-81, "Coast Guard Certification and Inspection of Certain Categories of Existing Vessels".

The Contractor shall provide the materials, equipment and outfit items required for the ship to operate in compliance with regulatory body requirements.

3.2 Certification

Certification and classification shall be based on the rules and regulations in effect at contract award, and the requirements of this COR.

The Contractor shall obtain regulatory body approvals and certifications and shall provide and/or mount, as appropriate, signed certificates. Panama Canal and Suez Canal Tonnage Certificates shall be provided. SOLAS certification is not required. An ABS letter of SOLAS compliance, and an ABS letter certifying compliance with the requirements of Appendix B shall be provided. An International Load Line Certificate shall be provided.

3.2.1 Cargo Handling Equipment

Single-pedestal twin cranes, stores cranes, slewing stern ramp system, sideport system, hoistable decks (if provided) and lifting gear shall be certified by ABS. The stores cranes shall be certified in accordance with American Petroleum Institute Specification of Offshore Cranes, API 2C.

3.2.2 Passenger Elevator

The passenger elevator shall be certified by ABS.

3.2.3 Bow Thrusters

Bow thrusters shall be certified by ABS.

3.2.4 Container Securing Systems

The container securing systems shall be certified by ABS.

SI039051
NWMAR138502

3.2.5 Underwater Inspection

Compliance for underwater inspection in lieu of drydocking survey shall be certified by ABS.

3.2.6 Low Pressure Carbon Dioxide

A low pressure carbon dioxide system, if provided, shall be certified by ABS.

3.3 Classification

The ship shall have been originally constructed under survey by a member society of the International Association of Classification Societies (IACS).

The ship, prior to the commencement of conversion, shall be in Class.

Modified or new materials, equipment, and all conversion workmanship, shall be in accordance with ABS "Rules for Building and Classing Steel Vessels". Special and periodic surveys shall be arranged as required by ABS. Initialization of continuous survey cycles for all equipment under ABS survey is required at the time of delivery of the converted ship.

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NWMAR138503

4.0 GENERAL CHARACTERISTICS

4.1 Characteristics

The ship characteristics as converted shall be as follows:

Length Overall	No greater than 950 feet
Beam	PANAMAX or less
Navigational Draft	35'- 0" maximum in salt water
Load Line Draft	37'- 0" in salt water
Total Usable Cargo Stowage Area	At least 300,000 sq. ft. of Usable Cargo Stowage Area capable of being loaded in the Design Load Departure Condition shall be provided.
Enclosed Usable Cargo Stowage Area	At least 225,000 sq. ft. of Usable Cargo Stowage Area capable of being loaded in the Prepositioned Load Departure Condition shall be provided within the Environmentally Controlled Areas.
Design Cargo Deadweight	The Design Cargo Deadweight is the sum of the Design Load Uniform Load times the Usable Cargo Stowage Area on each deck.

SI039053
NWMAR138504

Design Cargo Deadweight (Cont.)	The Total Usable Cargo Stowage Area shall be fully utilized in the Design Load Departure Condition.
Sustained Speed	24 knots in the trials condition in accordance with SNAME T&R Bulletin 3-47 at the Design Load Departure Condition Draft. The power required to achieve this speed shall not exceed 90% of the Maximum Continuous Rating (MCR) of the main propulsion engine(s).
Endurance at Sustained Speed	12,000 nautical miles plus 10% reserve
Maximum Height of Fixed Structure and Equipment	135 feet above waterline in the Light Operating Arrival Condition

4.2 Ship Configuration

The ship shall be configured to permit simultaneous RO/RO and LO/LO operations with the slewing stern ramp, sideport ramp and single-pedestal twin cranes with a minimum of cargo flow interference.

Ramp locations and internal flow of vehicle traffic shall permit vehicle transit between all Cargo Stowage Areas and the slewing stern ramp system and the sideport system.

The ship's configuration shall include the following:

(a) Centerline slewing stern ramp system.

(b) Port and starboard sideport system directly accessing the bulkhead deck. Both sideports shall access the same cargo hold, approximately amidships.

(c) Single-pedestal twin cranes located on centerline.

SI039054
NWMAR138505

(d) Cargo hatchways in at least two cargo holds. Each cargo hatchway shall provide access to the lowest deck where cargo is stowed within that cargo hold and aligned vertically within the outreach of at least one single-pedestal twin crane.

(e) Helicopter facility.

Appendix G provides an example ship configuration. This configuration shall be considered and used where applicable and practicable in meeting the requirements of this COR.

The ship shall be arranged in a configuration to provide a maximum of Usable Cargo Stowage Area for vehicle heights distributed as shown in Table II.

Cargo stowage deck nomenclature shall be as follows:

Weather Deck	A Deck
Enclosed Fixed Decks, in descending order	B, C, D, etc.
Hoistable Decks, designated to indicate location between fixed decks	AB, BC, CD, etc.

The following restrictions on RO/RO deck configuration apply:

(a) Each enclosed Cargo Stowage Area shall have a minimum vertical clearance selected from the following values: 7' - 6", 9' - 6", 10' - 6", 11' - 0", 13' - 0", 15' - 6", and 21' - 0". Each enclosed Cargo Stowage Area shall provide vehicle access to and from the slewing stern ramp and the sideport ramp without passing through any area of lesser vertical clearance.

(b) Vehicles requiring minimum vertical clearance in excess of 15 feet 6 inches shall be stowed on the B Deck in cargo holds served by the cargo hatchways.

(c) The area on hoistable decks, if provided, shall be used for 7 feet 6 inches or 9 feet 6 inches minimum vertical clearances only.

(d) Where practicable, fixed decks of greater vertical clearance shall be located above decks of lesser vertical clearance.

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NWMAR138506

TABLE II

CUMULATIVE DISTRIBUTIONS OF NOTIONAL LOADOUTS

Vehicle Height	Cumulative Percent of Loadout		
Feet	Armored Division (1)	Air Assault Division (1)	Prepositioned Units (2)
7.5	12.38	20.33	10.08
8.0	12.93	21.82	10.16
8.5	13.57	22.55	10.16
9.0	14.72	27.06	10.16
9.5	32.71	47.40	25.21
10.0	35.27	50.47	33.44
10.5	63.20	59.24	41.98
11.0	69.66	61.58	45.62
11.5	70.11	61.90	46.10
12.0	75.56	75.21	60.57
12.5	75.56	80.89	60.57
13.0	87.77	90.09	88.06
13.5	87.77	90.09	88.81
14.0	87.77	91.06	89.08
14.5	95.12	93.89	94.06
15.0	95.44	95.41	94.06
15.5	100.00	96.64	100.00
19.0	100.00	100.00	100.00

NOTES:
1. Percent of total usable cargo area.
2. Percent of enclosed usable cargo area.

4.3 Usable Cargo Stowage Area

Usable Cargo Stowage Area is the area on a deck or ramp which meets the vehicle maneuvering requirements associated with the selected minimum vertical clearance of that deck or ramp less the area lost. As illustrated in Figure 4.3-1, lost area is that area:

(a) Occupied by structure such as stanchions or ramp supporting structure, or area beyond the face of shell and bulkhead web frames.

(b) Occupied by ship systems equipment, ventilation trunks, personnel access trunks or cargo hold stairtowers.

(c) Required to fully open and close doors.

SI039056
NWMAR138507

(d) In which a 4 foot by 4 foot object cannot be stowed.

(e) Occupied by the sideport ramp and stowage cradle on A Deck.

(f) Occupied by stowage of cargo handling trucks.

Lost area is also that area occupied or made inaccessible for vehicle maneuvering and stowage by mooring equipment, fittings, and lines, including a clearance of 4 feet on either side of each line. For mooring winches which can lead to both sides of the ship, both leads shall be considered occupied.

4.4 Maximum Cargo Deadweight

Maximum cargo deadweight determined at the scantling draft is independent of Design Cargo Deadweight.

4.5 Cargo Operation Times

The time to load the ship from when the first vehicle enters the ship to when the last vehicle enters the ship will be no more than 48 hours.

The time to unload the ship from when the first vehicle leaves the ship to when the last vehicle leaves the ship will be no more than 48 hours.

4.6 Damage Stability

The ship shall meet the damage stability requirements of Appendix B.

Flooding cross-connections, if provided, shall be passive. Stored energy devices are prohibited.

4.7 Helicopter Facility

A day only, visual meterological conditions, emergency landing capability shall be provided. A helicopter fueling and transfer capability is not required. The helicopter facility shall be certified by ABS to be in accordance with the guidance of USCG NVIC 9-81.

The helicopter facility shall be suitable as a Cargo Stowage Area.

SI039057
NWMAR138508

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SOUTHWEST MARINE INC.

September 17, 1992
Serial No. 4692232

Mr. T. Schiller
C. R. Cushing & Co., Inc.
18 Vesey Street
New York, New York 10007

Dear Mr. Schiller:

A copy of a Request for Proposals for Conversion of Existing Ships for the STRATEGIC SEALIFT PROGRAM is forwarded herewith for your information. I understand that Mr. Bill Zavin of our company has contacted you and discussed our interest in pursuing this contract.

Should you need any added information, please contact me at Southwest Marine, Inc., in San Diego, California. My telephone number is (619) 238-1000, ext. 2460.

Sincerely,

SOUTHWEST MARINE, INC.

Richard G. Camacho

Richard G. Camacho
Vice President, Program Support

RGC:yj

cc: Bill Zavin
Northwest Marine, Inc.

SI039058
NWMAR138509

CORPORATE HEADQUARTERS
Foot of Sampson Street • San Diego, California • 92113
P.O. Box 13308 • San Diego, California • 92170-3308
(619) 238-1000 • TWX: 910-335-1167 SWM SDG • FAX (619) 238-0934

SOUTHWEST MARINE INC.

September 17, 1992
Serial No. 4692233

Mr. Ian Morrison
Ship Repairers and Ship Builders, Ltd.
45/46 Lower Marsh, London
ENGLAND SE1 7RG

Dear Mr. Morrison:

A copy of a Request for Proposals for Conversion of Existing Ships for the STRATEGIC SEALIFT PROGRAM is forwarded herewith for your information. I understand that Mr. Bill Zavin of our company has contacted you and discussed our interest in pursuing this contract.

Should you need any added information, please contact me at Southwest Marine, Inc., in San Diego, California. My telephone number is (619) 238-1000, ext. 2460.

Sincerely,

SOUTHWEST MARINE, INC.

Richard G. Camacho

Richard G. Camacho
Vice President, Program Support

RGC:yj

cc: Bill Zavin
Northwest Marine, Inc.

SI039059
NWMAR138510

CORPORATE HEADQUARTERS
Foot of Sampson Street • San Diego, California • 92113
P.O. Box 13308 • San Diego, California • 92170-3308
(619) 238-1000 • TWX: 910-335-1167 SWM SDG • FAX (619) 238-0934

SOUTHWEST MARINE INC.

September 17, 1992
Serial No. 4692234

Mr. Bill Cherrier
President, American Automar, Inc.
1025 Thomas Jefferson St., NW
Suite 308
Washington, DC 20007

Dear Mr. Cherrier:

A copy of a Request for Proposals for Conversion of Existing Ships for the STRATEGIC SEALIFT PROGRAM is forwarded herewith for your information. I understand that Mr. Bill Zavin of our company has contacted you and discussed our interest in pursuing this contract.

Should you need any added information, please contact me at Southwest Marine, Inc., in San Diego, California. My telephone number is (619) 238-1000, ext. 2460.

Sincerely,

SOUTHWEST MARINE, INC.

Richard G. Camacho
Vice President, Program Support

RGC:yj

cc: Bill Zavin
Northwest Marine, Inc.

SI039060
NWMAR138511

Bill Zaves NWM

CORPORATE HEADQUARTERS
Foot of Sampson Street • San Diego, California • 92113
P.O. Box 13308 • San Diego, California • 92170-3308
(619) 238-1000 • TWX: 910-335-1167 SWM SDG • FAX (619) 238-0934

SOUTHWEST MARINE

MEMORANDUM

Date: September 18, 1992

From: Dick Camacho DC

To: Distribution

Subject: Conversion of Existing Ships for Strategic Sealift

1. We have received a solicitation from NAVSEA concerning the conversion of existing ships to SEALIFT ships having a Roll-On/Roll-Off capability. The resulting proposals will be submitted in two phases. In phase one we must find a ship owner who will commit a minimum of two sister ships for conversion, in a letter of intent. Additionally, we must perform the preliminary design and produce the ship specs and contract guidance drawings. NAVSEA intends to award one or more phase one contracts (maximum value of the phase one contract will be $400k). The proposal for phase one is due on 16 October 1992. We could propose on an unlimited number of ship classes; however, there must be separate proposals for each class. Also,we could propose on more than two ships of a class but must meet the following conditions:

   a. The first ship must be delivered within 18 months of receiving authorization to proceed under phase two.

   b. All ships must be delivered by December 1995.

   The number of ships of the same class that we could handle under the above criteria would of course vary depending on the amount of work involved. The write-up in the solicitation indicates that NAVSEA feels extensive work may be required to convert existing commercial ships to meet the storage volume and sustained speed requirements for these RO-RO ships. From the standpoint of schedule and manpower constraints, two ships of a class seem reasonable for us.

2. In phase two of this procurement, we would buy the ships from the ship owner(s), accomplish the detail design (including all supporting calculations, drawing approvals, etc.), convert the ships to meet the specs, accomplish work necessary to reflag the ships, conduct all tests and trials (including INSURV Trials), and present the ships to the Navy for delivery.

SI039061
NWMAR138512

Some of the significant characteristics of this conversion are listed below:

a. The ship shall be configured to permit simultaneous Roll On/Roll Off and Lift On/Lift Off Operations.

b. The ships selected must be PANAMAX, maximum length 950 feet, and a maximum beam of 106 feet.

c. Total Usable Cargo Stowage area must be at least 300,000 square feet.

d. The enclosed Usable Cargo Stowage area must be at least 225,000 square feet.

e. The ship must be capable of a sustained speed of 24 knots. The power required to achieve this speed shall not exceed 90% of the maximum continuous rating of the main propulsion engine(s).

f. The endurance at sustained speed must be 12,000 nautical miles plus 10% reserve.

3. Some factors that will affect our pricing or selection of shipyard locations to perform this project are:

a. Drydocking is required. The size of these ships dictates use of our large drydock at San Francisco.

b. The expected competition for this work includes NASSCO, Avondale, Ingalls, and Newport News. The expected price competition would make use of San Diego or San Pedro our best choice of shipyard locations. However, use of San Diego will be constrained because of the heavy use of our piers for Phased Maintenance and the CG/DDG PSA contract work in 1993/1994; and use of our piers in San Pedro will be constrained by current contracts and the ships now berthed at Pier 4 awaiting scrapping.

c. This program contains typical Navy new construction requirements for standardization, ILS support, Configuration Control, and Data Management. These are substantially different from commercial practice.

d. The contractor must conform to QA requirements of MIL-I- 45208 or ISO 9000.

e. The contractor has the design responsibility. This means we cannot recover cost for defective drawings. We own the design.

SEP 18 '92 12:30PM SOUTHWEST MARINE S.D. ESTIMATING

4. Immediate Actions:

a.	Item:	Survey ship owners and locate at least two candidate ships.
	Responsibility:	Bill Zavin
	Target Compl Date:	9-25-92
b.	Item:	Identify Engineering Teaming partner for proposal preparation and engineering work associated with conversion and reflagging.
	Responsibility:	Bob Hillstrom
	Target Compl Date:	9-23-92
c.	Item:	Develop Plan of Action for Preparation of phase one proposal, note which actions will be accomplished by SWM and those which will be done with outside contractor support. Develop budget estimates for proposal preparation.
	Responsibility:	Bill Carroll
	Target Compl Date:	9-24-92
d.	Item:	Identify SWM shipyard facilities to be used for this program. Prepare pier/drydock utilization schedules for submittal in the proposal. (Identification of the SWM facilities and the labor rates associated with these facilities will be a major factor in establishing our bid price).
	Responsibility:	Dick Camacho, Herb Engel, Bob McKay, Dave Engel, and Carl Hanson.
	Target Compl Date:	9-25-92.

5. We should review the status of these items on Monday 28 September (maybe following our morning conference call) to reconfirm the feasibility of proceeding with this program.

Distribution:

Art Engel	Herb Engel
Bob McKay	Dave Engel
Carl Hanson	Bill Johnston
Bill Zavin	Bob Hillstrom
Bob Bates	Bill Carroll

SEP 18 '92 12:31PM SOUTHWEST MARINE S.D. ESTIMATING

AS/tmcd

Total No. of Pages: 13

TELEFAX

Fm: Bogdanos Marine
Fax No. 4291419

September 25, 1992

To: SWM
Attn: Mr. B. Zavin

Re: Sealift Conversions

We refer to your fax of 21st inst. and wish to advise you that unfortunately there are very few RoRo's or container vessels of suitable size and age for the required conversion in our market.

We have, however, investigated other markets and have identified a number of vessels from a database of the world fleet.

The selection criteria used were as follows:

- LOA greater than 170 m.
- Beam less then 32.3 m.
- Year of build greater than 1987.

This resulted in the selection of 208 RoRo's and 336 container vessels, as per the attached lists.

It should be noted that the suitability and/or availability of these vessels has not been investigated, however, if you consider any of particular interest, please do not hesitate to contact our office in order to pursue the matter further through our channels

Best regards
Bogdanos Marine

SEP 25 '92 11:06 BOGDANOS MARINE (30 1) 4291419

SI039064
NWMAR138515

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
BRZ	TRANSROLL NAVEGACAO	BRZ	INTREPIDO	Ro/Ro	17400	15768	173.400	27.30	8.200
CHN	COSCO SHANGHAI	CHN	GU BEI KOU	Bulk	13996	12321	176.980	26.52	8.522
CHN	COSCO SHANGHAI	CHN	XI FENG KOU	Bulk	13976	12321	176.980	26.55	8.520
CHN	COSCO SHANGHAI	CHN	ZHONG JIA KOU	Bulk	13996	12321	176.980	26.55	8.520
DEU	MULLER A.P.	USA	MAERSK CONSTELLATION	Cont	29756	20525	182.200	27.40	11.000
FRA	AGENCE GENERALE MARITIME	FRA	CEN BONSARD	Ro/Ro	22138	15632	213.440	29.60	9.957
FRA	L'OUEST NAVALE	NEA	NEEDH BARRIERE	Ro/Ro	24223	14675	186.600	32.25	10.656
FRA	L'OUEST NAVALE	FRA	SAINT ROCH	Ro/Ro	24282	16744	186.200	32.25	10.648
FRA	L'OUEST NAVALE	FRA	SAINT ROMAIN	Ro/Ro	24223	16744	186.520	32.25	10.643
GBI	BCP SHIP MANAGEMENT	LIB	MISAC TAKARA	Ro/Ro	15546	48547	190.450	32.25	8.921
GBI	BCP SHIP MANAGEMENT	LIB	MISAC TAI SHAN	Ro/Ro	15577	48676	190.450	32.25	8.921
GBI	UNITED KINGDOM (GOVT.)	GBI	ARGUS	Ro/Ro	12221	36423	173.900	30.40	8.157
GEO	ANDRIKIS, E.F.	LIB	CELEBRINE	Ro/Ro	28042	19708	177.370	27.20	11.554
GEO	ANDRIKIS, SHIPPING	LIB	CINTI HARMONIA	Ro/Ro	28052	19700	177.370	27.20	11.554
GER	NEUTRACK/SEEREEDEREI	GER	NIKRAM	Ro/Ro	12019	21899	190.100	28.60	7.110
GER	NEUTRACK/SEEREEDEREI	GER	SEEFSWALD	Ro/Ro	12020	21899	190.400	28.60	7.116
GER	SEEBOCKEN G.M.B.H.	GER	RAILSHIP II	Ro/Ro	9887	20072	186.520	21.40	6.561
GER	SEEBOCKEN G.M.B.H.	GER	RAILSHIP III	Ro/Ro	10140	20729	189.700	22.40	6.564
HKG	ANDRIKIS, SHIPPING	NYA	HUNDVER	Ro/Ro	9772	39045	182.480	0.00	7.702
HOG	NORWEGIAN SHIP MANAGEMENT	LIB	MISAC SEA	Ro/Ro	15577	48676	190.050	32.20	8.971
ITL	ATLANTICA NAVIGAZIONE	ITL	MEPUBBLICA DI VENEZIA	Ro/Ro	18730	39701	181.210	30.40	9.302
ITL	GRANDI TRAGHETTI	ITL	MEPUBBLICA DI GENOVA	Ro/Ro	19165	42567	216.060	30.40	9.302
ITL	GRIMALDI NAVIGAZIONE	ITL	MEPUBBLICA DI PISA	Ro/Ro	18845	39291	181.210	0.00	9.302
ITL	MERZARIO MARITTIMA	ITL	MERZARIO ITALIA	Ro/Ro	21439	22423	192.620	26.20	8.470
ITL	MERZARIO MARITTIMA	ITL	MERZARIO BRITANNIA	Ro/Ro	21439	22425	192.620	26.20	8.470
ITL	MERZARIO NAVIGAZIONE	SAU	SAUDI BASSIN	Ro/Ro	38000	25382	225.040	32.20	10.040
ITL	MERZARIO NAVIGAZIONE	SAU	SAUDI HAIL	Ro/Ro	38000	25382	225.040	32.20	10.040
ITL	SICULA OCEANICA	ITL	MEPUBBLICA DI AMALFI	Ro/Ro	19084	42574	216.060	30.40	9.370
JPN	AIKO KISEN	VAN	BAJIN	Ro/Ro	14126	47521	180.020	32.20	8.818
JPN	FUJI KISEN KAISHA	PAN	FUJI ACE	Ro/Ro	18142	15413	199.900	0.00	9.319
JPN	HAKKO KAIUN	PAN	EMERALD HIGHWAY	Ro/Ro	11089	33131	173.010	0.00	8.202
JPN	HAKKO KAIUN	PAN	DIAMOND HIGHWAY	Ro/Ro	11940	33131	173.010	0.00	8.200
JPN	HAKKO MARITIME	PAN	MARBLE HIGHWAY	Ro/Ro	11907	33131	173.010	0.00	8.202
JPN	HIDEIA ENTERPRISES	PAN	PRINCESS HIGHWAY	Ro/Ro	16191	51233	199.900	32.20	9.118
JPN	INTERNATIONAL FLEET	LIB	BOMBA	Cont	14837	15112	196.000	32.20	8.905
JPN	INTERNATIONAL FLEET	PAN	ETERNAL ACE	Ro/Ro	18701	55330	199.500	32.20	9.700
JPN	KANSAI INTERSHIP	PAN	MARINA ACE	Ro/Ro	17319	54332	199.500	0.00	9.324
JPN	KAWASAKI KINKAI	PAN	HOME HIGHWAY	Ro/Ro	16169	51225	199.800	32.30	9.518
JPN	KAWASAKI KISEN	JPN	TOKYO HIGHWAY	Ro/Ro	13487	45819	180.020	32.30	9.019
JPN	KAWASAKI KISEN	JPN	CENTURY HIGHWAY No. 5	Ro/Ro	15380	44908	189.570	32.50	9.016
JPN	KAWASAKI KISEN	PAN	EUROPEAN HIGHWAY	Ro/Ro	14569	48014	190.000	0.00	8.721
JPN	KAWASAKI KISEN	JPN	WASHINGTON HIGHWAY	Ro/Ro	14081	50334	190.000	32.30	8.721
JPN	KAWASAKI KISEN/TAIYO UNYU	JPN	NEW YORK HIGHWAY	Ro/Ro	13684	45706	180.020	32.30	9.019
JPN	KAWASAKI KISEN/KOKUYO SEMPAKU	JPN	HERCULES HIGHWAY	Ro/Ro	14977	46805	179.580	32.30	9.202
JPN	KAZUHAYA KISEN	PAN	SEA VENUS	Ro/Ro	12507	38201	176.000	0.00	8.320
JPN	KOBE KISEN KAISHA	JPN	LONDON HIGHWAY	Ro/Ro	14683	49018	179.000	0.00	9.022
JPN	KOBE KISEN KAISHA	LIB	ATLAS HIGHWAY	Ro/Ro	14487	45742	179.970	32.40	9.018
JPN	KOBE KISEN KAISHA	JPN	NIGHTBAR HIGHWAY	Ro/Ro	14597	49459	179.990	32.40	9.002
JPN	METAL SHIPPING	JPN	SEIYO MARU	Ro/Ro	18169	17330	199.400	30.00	9.319
JPN	MITSUI O.S.K.	JPN	RAINBOW ACE	Bulk	16461	33521	190.000	0.00	9.202
JPN	MITSUI O.S.K.	PAN	BATTLEYA ACE	Bulk	18762	58023	190.610	32.20	9.573

Continued on page 2

Source: AB Aplediore International/Lloyds Maritime Services

SEP 25 '92 11:07 BOUGHNOS MARINE (SW) LTD 4251419 P.2

SI039065
NWMAR138516

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
JPN	MITSUI O.S.K./NIPPONKAI KISEN	JPN	MEDIUM ACE	Bore	16603	44779	199.300	29.240	8.709
JPN	MITSUI O.S.K./SHIN YEI	JPN	CURVED ACE	Bore	4284	17417	199.400	0.000	6.865
JPN	MITSUI O.S.K./TOKYO KISEN	JPN	MEDIUM ACE	Bore	16584	44779	199.300	29.240	8.718
JPN	NAVIX LINE	JPN	JAPAN TRANQUIL	Bore	13068	39353	173.540	30.430	8.918
JPN	NEREUS SHIPPING	PAN	NEREUS	Bore	18113	55470	0.000	0.000	9.824
JPN	NIPPON KAIJI S.S. CO. LTD.	PAN	BRILLIANT ACE	Bore	14185	47505	180.020	32.240	8.819
JPN	NIPPON KISEN/TAITO KAIUN	JPN	TRITON HIGHWAY	Bore	14484	45783	179.970	32.240	9.118
JPN	NIPPON YUSEN KAISHA	JPN	CENTURY LEADER No. 3	Bore	14154	44830	178.529	0.000	8.822
JPN	NIPPON YUSEN KAISHA	PAN	PRIDE OF DIAMONDS	Bore	13162	47068	180.020	32.240	9.025
JPN	NIPPON YUSEN/TOKYO SENPAKU	JPN	CENTURY LEADER No. 5	Bore	15531	50867	199.960	0.000	9.165
JPN	NIPPON YUSEN/MITSUBISHI KOSEN	JPN	PRIMROSE DIAMOND	Bore	13868	47166	180.020	32.240	9.024
JPN	NISSAN MOTOR CAR CARRIER	LIB	KANSAI	Bore	17658	15524	190.000	32.210	8.920
JPN	NISSAN MOTOR CAR CARRIER	LIB	YOKOHAMA	Bore	17938	15586	190.000	32.240	8.920
JPN	NISSAN MOTOR CAR CARRIER	LIB	NISSAN BLUEBIRD	Bore	16178	47343	190.020	0.000	8.925
JPN	NISSAN PRINCE KAIUN	PAN	PRINCE No. 1	Bore	15940	47747	190.020	0.000	9.021
JPN	NISSAN PRINCE KAIUN	LIB	NISSEI ACE	Bore	18777	55423	199.500	0.000	9.724
JPN	SHOWA KAIUN/HARUNO SEMPAKU	JPN	SAKURA MARU	Bore	13025	39948	173.010	30.480	8.918
JPN	TAIYO/NIPPON/KANASAKI	JPN	KENTUCKY HIGHWAY	Bore	15297	50320	179.940	32.240	9.016
JPN	TOKYO KAIJI	LIB	DAITEN	Bore	17176	41891	195.540	0.000	9.021
KOS	HYUNDAI INTERNATIONAL INC.	PAN	HYUNDAI No. 108	Bore	9783	31355	174.000	0.000	7.909
KOS	HYUNDAI INTERNATIONAL INC.	PAN	HYUNDAI No. 109	Bore	9675	31400	174.000	0.000	8.006
KOS	HYUNDAI MERCHANT MARINE	PAN	HYUNDAI No. 106	Bore	12998	41721	184.210	30.640	8.216
KOS	HYUNDAI MERCHANT MARINE	PAN	HYUNDAI No. 107	Bore	17939	61721	184.280	30.640	8.216
KOS	HYUNDAI MERCHANT MARINE	PAN	HYUNDAI No. 201	Bore	9691	31367	174.000	28.050	8.016
KOS	HYUNDAI MERCHANT MARINE	PAN	KOREAC SLIPPER	Bore	9729	31367	174.000	28.050	8.000
KOS	HYUNDAI MERCHANT MARINE	PAN	ATLANTIC BEAUTY	Bore	12767	41353	183.700	30.640	8.214
KOS	HYUNDAI MERCHANT MARINE	PAN	EURASIAN BEAUTY	Bore	12730	41247	183.980	30.640	8.214
KOS	HYUNDAI MERCHANT MARINE	PAN	ORIENTAL BEAUTY	Bore	12730	41247	183.980	30.640	8.214
KOS	PAN OCEAN SHIPPING	KOS	ASIA ATLAS	Bore	23867	55422	199.520	32.260	10.021
KOS	PAN OCEAN SHIPPING	KOS	ASIA BANNER	Bore	23852	55422	199.520	0.000	10.021
KOS	PAN OCEAN SHIPPING	KOS	ASIA CAMP	Bore	23896	55422	199.550	0.000	10.021
KOS	PAN OCEAN SHIPPING	KOS	ASIA DIANA	Bore	23547	55422	199.550	0.000	10.021
LIB	CYPRESS AUTO CARRIERS	LIB	CYPRESS TRAIL	Bore	12765	41947	183.930	0.000	8.220
HON	V. SHIPS	PAN	PUERTO CORTES	Bore	17995	11445	173.010	30.640	8.194
MYA	BORAN NAVIGATION	MYA	WOLFSBURG	Bore	9600	39187	182.716	0.000	7.702
NOR	FERNLEY & EGER	NIS	BRUNE CHERIE	Bore	12984	39960	172.500	0.000	9.902
NOR	FERNVANGT	NIS	KAISEI	Bore	12977	39960	172.520	0.000	9.902
NOR	HOEGH & CO.	PAN	HOEGH TRADER	Bore	32772	21820	212.610	0.000	11.629
NOR	HOEGH & CO.	PAN	HOEGH TRANSPORTER	Bore	32695	21820	212.610	0.000	11.687
NOR	HOEGH & CO.	PAN	HOEGH TRIBUTE	Bore	16317	51578	200.010	0.000	9.018
NOR	KOSMOS SHIP MANAGEMENT	NIS	SKIMBOTN	Bore	41668	31659	182.510	32.290	12.018
NOR	NORWEGIAN AMERICA LINE	NIS	NORAC EXPLORER	Bore	22067	40393	195.030	0.000	11.058
NOR	NORWEGIAN AMERICA LINE	NIS	NORAC STAR	Bore	15536	47792	190.000	32.240	9.121
NOR	NORWEGIAN AMERICA LINE	NIS	NORAC SKY	Bore	15528	47792	190.000	32.240	9.121
NOR	NORWEGIAN SHIP MANAGEMENT	NIS	NORAC ROVER	Bore	17863	51247	194.490	32.210	9.719
NOR	NORWEGIAN SHIP MANAGEMENT	NIS	NORAC EXPRESS	Bore	22067	40357	195.030	0.000	11.058
NOR	NORWEGIAN SHIP MANAGEMENT	PAN	NORAC SUN	Bore	15543	47792	190.000	32.240	9.121
NOR	OGILSTANS REDERI	NIS	NORL COMMERCITA	Bore	15540	15491	184.000	30.640	9.519
NOR	OGLAND AUTOLINERS	NIS	NORL MARGARITA	Bore	16317	51578	200.010	0.000	9.018
NOR	OGLAND CAR CARRIERS	NIS	ROLITH	Bore	12149	12096	180.020	0.000	8.502
NOR	OGLAND CAR CARRIERS	NIS	NORL MARITA	Bore	12145	12093	180.020	29.240	8.519

Continued on page 3

Sources: A/P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:08 BOGDANOS MARINE (30 1) 4291419 P.3

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
NOR	OSLAMDS REDERI	NIS	AVAL LISITA	Bore	12003	12133	180.020	29.270	8.502
NOR	OSLAMDS REDERI	NIS	AVAL AMORLITA	Bore	11977	12143	180.020	29.240	8.519
NOR	WILHELMSEN LINES	NIS	TORDENS	Bore	21334	16938	199.500	31.090	9.518
NOR	WILHELMSEN LINES	NIS	TAMPA	Bore	44013	26790	262.010	0.000	11.700
NTH	CENTRAL GULF LINES	LIB	CYPRESS PASS	Bore	12763	42447	183.900	30.640	8.214
PAN	OSLAMD AUTOLINERS	NIS	AVAL FAVORITA	Bore	20600	53578	200.010	0.000	9.018
POL	FRENCH-POLISH SHIPPING	POL	CAZIMIERZ PULASKI	Bore	22620	30080	200.260	31.750	9.500
POL	FRENCH-POLISH SHIPPING	POL	STEFAN STARZYNSKI	Bore	22619	31076	200.260	31.750	9.519
POL	FRENCH-POLISH SHIPPING	POL	TADEUSZ KOSCIUSZKO	Bore	22709	30085	200.260	31.730	9.500
POL	FRENCH-POLISH SHIPPING	POL	WLADYSLAW SIKORSKI	Bore	22639	30082	200.260	31.750	9.900
POL	MESSINA I.	ITL	JOLLY DIAMOND	Bore	21334	17919	199.500	31.090	9.518
POL	MESSINA I.	ITL	OOB REMO	Bore	21334	17919	199.500	31.090	9.500
POL	MESSINA I.	ITL	JOLLY VERDE	Bore	21334	17919	199.500	31.040	9.518
RUM	RORLINE	RBR	MANGALIA	Bore	12000	23621	184.790	0.000	7.401
SAF	UNICORN LINES	PAN	MORDEN	Bore	10208	8656	170.520	25.070	7.744
SAF	UNICORN LINES	PAN	BARDEN	Bore	10208	8656	170.520	25.070	7.744
SAU	SAUDI NATIONAL	SAU	SAUDI ABHA	Bore	42600	25031	248.720	0.000	10.802
SAU	SAUDI NATIONAL	SAU	SAUDI DIRIYAH	Bore	42600	25036	248.720	0.000	11.121
SAU	SAUDI NATIONAL	SAU	SAUDI HOFUF	Bore	42600	25039	248.720	0.000	11.115
SNG	BW BROTHERS	SNG	SINGA ACE	Bore	16293	12577	198.800	28.830	8.719
SNG	BW SHIP MANAGEMENT	SNG	MERLION FEE	Bore	17098	31546	190.000	0.000	9.429
SNG	SEMMAMANG JOHNSON	PAN	PROSPERO	Bore	16138	47129	184.900	32.290	9.618
SWE	SWEDEN (GOVT.)	SWD	ORESUND	Bore	6772	13925	146.520	23.700	5.638
SWE	WALLENIUSWEDERIERNA	SWE	MADAME BUTTERFLY	Bore	28223	13728	198.130	32.290	11.615
SWE	WALLENIUSWEDERIERNA	SWD	FIGARO	Bore	28210	13661	198.000	32.290	11.630
SWE	WALLENIUSWEDERIERNA	SWE	MEDEA	Bore	28180	13661	198.000	32.290	11.616
SWE	WALLENIUSWEDERIERNA	SWD	FALSTAFF	Bore	28070	51858	199.020	32.290	11.661
SWE	WALLENIUSWEDERIERNA	SWE	TRISTAN	Bore	28070	51071	198.000	32.290	11.645
SWD	WALLENIUSWEDERIERNA	SWD	ISOLDE	Bore	27930	51071	198.000	32.290	11.643
USA	AMERICAN TRANSPORT LINES	USA	AMERICAN COMMER	Bore	20731	15636	193.630	28.020	9.219
USA	CENTRAL GULF LINES	USA	GREEN LAKE	Bore	14104	41950	180.020	32.290	9.027
USA	CENTRAL GULF LINES	USA	GREEN BAY	Bore	13491	38659	182.000	0.000	9.021
USA	CROWLEY MARITIME	USA	AMERICAN FALCON	Bore	20721	15636	193.630	28.020	9.219
USA	CROWLEY MARITIME	USA	SEA WOLF	Bore	24500	30318	198.869	32.240	10.991
USA	CROWLEY MARITIME	USA	SEA FOX	Bore	24500	30318	198.869	32.240	10.992
USA	CROWLEY MARITIME	USA	SEA LION	Bore	24500	30318	198.869	0.000	10.992
USA	INTERNATIONAL MARINE CARRIERS	USA	FAUST	Bore	28050	51858	199.020	32.270	11.661
USA	MSG CAR CARRIERS	USA	OVERSEAS JOYCE	Bore	16340	48017	190.500	32.290	13.231
USA	PACIFIC-GULF MARINE	USA	AMERICAN EAGLE	Bore	20731	15632	193.639	28.050	9.219
USA	WATERMAN STEAMSHIP	USA	PFC. EUGENE A. OBREGON	Bore	25073	29091	250.273	32.210	10.210
USA	WATERMAN STEAMSHIP	USA	MAJOR STEPHEN W. PLESS	Bore	21529	29091	250.253	32.240	10.210
USA	WILMINGTON TRUST	USA	2NDLT L. ALEX BONNYMAN	Bore	21050	38411	230.260	27.490	10.019
USA	WILMINGTON TRUST	USA	PVT. HARRY FISHER	Bore	29750	38412	230.260	27.490	10.019
USA	WILMINGTON TRUST	USA	SGT. MATIAS VOCAK	Bore	24032	29091	250.250	0.000	10.210
USA	WILMINGTON TRUST	USA	2NDLT L. JOHN P. BOBO	Bore	22454	32903	205.190	32.210	9.770
USA	WILMINGTON TRUST	USA	1STLT L. BALDOMERO LOPEZ	Bore	22454	32903	200.720	32.190	9.770
USA	WILMINGTON TRUST	USA	SGT. WILLIAM K. BUTTON	Bore	26523	32903	205.190	0.000	9.770
USA	WILMINGTON TRUST/FMGT LEASING	USA	PFC. BENJAMIN T. WILLIAMS	Bore	22454	32903	205.190	32.160	9.779
USA	WILMINGTON TRUST/PMGT LEASING	USA	1STLT L. JACK LUBRUS	Bore	22454	32903	205.190	0.000	9.779
USR	U.S.S.R.	USR	ANADYR	Bore	12765	24151	226.050	0.000	6.501
USR	U.S.S.R.-BALTIC SHIPPING	USR	ANATOLIY VASILYEV	Bore	22447	15639	205.420	31.150	9.721

Continued on page 4

Source: AXP Appledore International/Lloyds Maritime Services

SEP 25 '92 11:09 BOGDANOS MARINE (30 1) 4291419 P.4

SI039067
NWMAR138518

Ship Owner Info and Technical Details by True Flag

True Flag	True Owner	Boa Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	SMOLENSK	Roro	22447	15639	205.420	31.150	9.721
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	FYODR ENGELGRDT	Roro	17773	12843	171.610	28.250	9.641
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	GEORGIY PYASETSKIY	Roro	17773	12843	181.410	28.250	9.641
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	ASTRAKHAN	Roro	18850	15893	172.320	23.090	10.021
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	ROSTOV	Roro	18850	15893	173.510	0.000	10.202
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	BUDAPEST	Roro	18850	15893	173.510	0.000	10.021
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KOSTROMA	Roro	18850	15893	173.510	0.000	10.021
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	ULAN-BATOR	Roro	18850	15893	173.500	23.090	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	SVERDLOVSK	Roro	18850	15893	173.510	0.000	10.202
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	AKADEMIK GORBUNOV	Roro	17773	22211	181.900	28.250	9.641
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	TBILISKAVIA	Roro	18850	15893	173.500	23.090	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	SAMARKAND	Roro	18850	15893	173.500	23.090	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	BALTIYSK	Roro	18020	15893	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	VYBORG	Roro	18850	15893	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KOLPINO	Roro	18850	15893	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	VLADIMIR	Roro	18850	15893	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	YEVGENIY KRAVINSKIY	Roro	17565	16075	173.480	23.080	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KISLOVODSK	Roro	17565	16075	173.460	23.140	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KRASNODON	Roro	17565	16075	173.500	23.140	10.020
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KOLOMNA	Roro	18850	15903	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	LUKHOVITSY	Roro	18850	15903	173.500	23.090	10.000
USSR	U.S.S.R.-BALTIC SHIPPING	USSR	KUBAN	Roro	18850	15903	173.500	23.090	10.000
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	AGOSTINHO NETO	Roro	17665	12843	181.870	28.220	9.641
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	IKHEREF YEMBUSHKIN	Roro	20075	14345	227.340	30.030	9.880
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	VINNITSA	Roro	18850	15893	173.510	0.000	10.021
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	KREMENCHUG	Roro	18850	15893	173.510	0.000	10.021
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	BREST	Roro	18850	15893	173.500	23.090	10.021
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	ROVNO	Roro	18850	15893	173.510	0.000	10.021
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	YURIY RUKSARIOV	Roro	17773	22211	181.900	28.250	9.641
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	VLADIMIR VASILYATEV	Roro	20075	32264	227.340	30.040	9.880
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	KORSUN-SHEVCHENKOVSKIY	Roro	18850	15893	173.510	0.000	10.202
USSR	U.S.S.R.-BLACK SEA SHIPPING	USSR	ZHITOMIR	Roro	18850	15893	173.510	23.720	10.202
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	IGARKA	Roro	17943	18627	177.200	22.560	10.521
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	NIZHNEVARTOVSK	Roro	17943	17909	177.200	24.530	10.521
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	BRATSK	Roro	17943	18627	177.200	24.570	10.521
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	ANGARSK	Roro	17943	18627	177.200	24.570	10.500
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	ANADYR	Roro	17943	18627	177.200	24.570	10.500
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	ANATOLIY KOLESNICHENKO	Roro	17828	18574	173.510	24.540	10.521
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	KAPITAN DAN	Roro	17763	17910	176.870	24.540	10.521
USSR	U.S.S.R.-FAR-EASTERN SHIPPING	USSR	VASILIY BURKHANOV	Roro	17724	18574	176.660	24.559	10.500
USSR	U.S.S.R.-LITHUANIAN SHIPPING	USSR	KLAIPEDA	Roro	11910	21890	190.380	0.000	7.181
USSR	U.S.S.R.-LITHUANIAN SHIPPING	USSR	VILNIUS	Roro	11700	22404	190.380	0.000	7.181
USSR	U.S.S.R.-LITHUANIAN SHIPPING	USSR	KAUNAS	Roro	11700	22404	190.380	0.000	7.180
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	MURMANSK	Roro	19943	17910	174.020	0.000	10.521
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	TIKSI	Roro	19943	17910	177.200	22.560	10.521
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	MONCHEGORSK	Roro	19943	17910	177.200	22.560	10.521
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	ARKHANGELSK	Roro	19943	18627	177.200	22.560	10.521
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	KOLA	Roro	19943	18627	177.200	24.570	10.521
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	KANDALAKSHA	Roro	19943	18627	177.200	24.570	10.500
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	NIKEL	Roro	19943	18627	177.200	24.570	10.500
USSR	U.S.S.R.-MURMANSK SHIPPING	USSR	YURIY ALSHEVSKIY	Roro	19724	18574	176.650	24.559	10.500

Continued on page 5

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:09 BOGDANOS MARINE (30 1) 4291419 P.5

SI039068
NWMAR138519

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
USR	U.S.S.R.-MURMANSK SHIPPING	USR	KAPITAN DANILKIN	Roro	19763	10574	173.550	24.550	10.500
USR	U.S.S.R.-MINISTRY OF GAS	USR	TRANSSHELF	Roro	34030	26547	173.010	0.000	0.000
USR	U.S.S.R.-SAKHALIN SHIPPING	USR	OKHA	Roro	19943	17909	177.200	24.570	10.521
USR	U.S.S.R.-SAKHALIN SHIPPING	USR	KEMEROVO	Roro	19943	18627	177.200	24.570	10.521

*** End Report ***

Source: A&P Appledore International/Lloyds Maritime Services

(SEP 25 '92 11:10 BOGDANOS MARINE (30 1) 4291419 P.6

SI039069
NWMAR138520

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
ANG	ELMA	ANG	ILLA GRAN MALVINA	Container	24515	18943	197.700	0.000	10.021
ANG	ELMA	ANG	ILLA SOLEDAD	Container	24427	18943	195.710	0.000	9.002
AST	KUWAIT SHIPPING AGENCIES S.A.K.	AST	AUSTRALIAN ROVANCE	Container	35616	32534	211.460	32.260	11.273
BER	CBH SHIPPING 1251271	BER	EMTH L	Container	15672	19595	203.000	27.250	8.333
BER	CBH SHIPPING 1251271	BER	FIONCES L	Container	15646	19595	203.000	27.250	8.333
BRZ	ALIANCA NAVEGACAO	BRZ	CIPACABANA	Container	26868	20995	178.520	31.040	11.251
BRZ	ALIANCA NAVEGACAO	BRZ	FLAMENGO	Container	26868	20994	178.520	31.040	11.272
BRZ	LLOYD BRASILEIRO	BRZ	LLOYD PACIFICO	Container	29265	22783	188.020	30.210	10.202
BRZ	LLOYD BRASILEIRO	BRZ	LLOYD ATLANTICO	Container	28977	22201	188.020	30.710	11.024
CHL	SOUTHERN SHIPMANAGEMENT CHILE	LIB	NITPO	Container	37933	31248	203.160	32.260	12.026
CHR	CHINA OCEAN SHIPPING	CHR	D NG HE	Container	33370	23542	201.150	28.710	10.681
CHR	CHINA OCEAN SHIPPING	CHR	GAO HE	Container	47675	37143	236.020	0.000	12.001
CHR	CONFIRMATION OF INFO AWAITED	CYP	BEAUTY RIVER	Container	32900	22712	187.610	0.000	9.802
CHR	COSCO GUANGZHOU	CHR	D NG HE	Container	20829	16100	170.210	28.450	9.681
CHR	COSCO GUANGZHOU	CHR	TONG HE	Container	20825	16100	170.000	28.450	9.681
CHR	COSCO GUANGZHOU	CHR	FEN HE	Container	20828	16109	170.200	28.450	9.680
CHR	COSCO GUANGZHOU	CHR	YAN HE	Container	25925	19237	172.000	28.710	10.680
CHR	COSCO GUANGZHOU	CHR	XING HE	Container	25925	19237	177.000	28.710	10.702
CHR	COSCO SHANGHAI	CHR	LIU HE	Container	26025	19915	170.020	28.430	10.739
CHR	COSCO SHANGHAI	CHR	SHA HE	Container	26025	19915	170.020	28.450	10.700
CHR	COSCO SHANGHAI	CHR	LIAO HE	Container	26259	19915	170.020	28.430	10.739
CHR	COSCO SHANGHAI	CHR	QIU HE	Container	25808	19732	171.000	28.680	10.992
CHR	COSCO SHANGHAI	CHR	XIANG HE	Container	30940	24043	260.480	28.680	10.400
CHR	COSCO SHANGHAI	CHR	YI HE	Container	30845	24043	200.480	28.680	10.400
CHR	COSCO SHANGHAI	CHR	CHEN HE	Container	25925	19835	170.020	28.610	10.720
CHR	COSCO SHANGHAI	CHR	CHAO HE	Container	25955	19835	170.020	28.610	10.702
CHR	COSCO SHANGHAI	CHR	JIANG HE	Container	33240	24438	199.150	28.710	10.702
CHR	COSCO SHANGHAI	CHR	SONG HE	Container	33265	24438	199.200	28.630	10.370
CHR	COSCO SHANGHAI	CHR	TAI HE	Container	45987	35963	236.120	0.000	12.000
CHR	COSCO SHANGHAI	CHR	PU HE	Container	46134	35963	236.000	32.250	11.000
CHR	COSCO SHANGHAI	CHR	MIN HE	Container	47625	37143	236.000	0.000	12.000
CHR	COSCO SHANGHAI	CHR	QING HE	Container	47625	37143	236.000	0.000	12.000
CHR	COSCO TIANJIN	CHR	HUA XING HE	Container	23190	16291	172.000	23.630	10.980
CHR	HONGH RIVER MARITIME	PAN	HONGH RIVER	Container	32900	22712	187.610	0.000	9.802
DEN	DMK LEASING	DIS	MARGRETHE MAERSK	Container	60639	52191	294.110	32.280	13.521
DEN	DMK LEASING	DIS	MAJESTIC MAERSK	Container	60639	52181	294.140	0.000	13.521
DEN	DMK SHIPPING	DIS	MARIE MAERSK	Container	60350	52181	294.120	32.280	13.520
DEN	DMK SHIPPING	DEN	ARGLEBY MAERSK	Container	60350	52181	294.120	32.280	13.520
DEN	MOLLER A.P.	DIS	REGINA MAERSK	Container	53310	43332	269.980	32.290	13.031
DEN	MOLLER A.P.	DIS	LAURT MAERSK	Container	48880	40238	255.680	32.290	13.201
DEN	MOLLER A.P.	DIS	LOUIS MAERSK	Container	53325	43332	269.980	32.260	13.021
DEN	MOLLER A.P.	DIS	LARS MAERSK	Container	53325	43332	269.980	32.290	13.031
DEN	MOLLER A.P.	DIS	ARTHUR MAERSK	Container	37212	33401	239.280	36.560	11.845
DEN	MOLLER A.P.	DIS	LINDO MAERSK	Container	53325	43332	269.980	32.290	13.031
DEN	MOLLER A.P.	DIS	MARCHEN MAERSK	Container	60639	52191	294.110	32.280	13.520
DEN	MOLLER A.P.	DIS	MARIT MAERSK	Container	60639	52191	294.110	32.280	13.501
DEN	MOLLER A.P.	DIS	METTE MAERSK	Container	60700	52191	294.110	32.280	13.501
DEN	MOLLER A.P.	DIS	KATHILINE MAERSK	Container	60640	52191	294.110	32.280	13.501
DEN	MOLLER A.P.	DIS	KAREN MAERSK	Container	60639	52191	294.110	32.280	13.521
DEN	SVENDBORG/1912	DIS	IEDA MAERSK	Container	53690	43325	269.780	32.260	13.031
DEN	SVENDBORG/1912	DIS	IC-KINNEY MAERSK	Container	60350	52181	294.140	0.000	13.520

Continued on page 2

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:11 BOGDANOS MARINE (30 1) 4291419 P.7

SI039070
NWMAR138521

Ship Ownership and Technical Details by True Flag

True Flag	True Owner		Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
DIS	ONASSIATISKE		DIS	ARGOSIA	Container	55971	49779	294.060	32.290	13.073
DIS	ONASSIATISKE		DIS	ALSIA	Container	56049	49779	294.060	32.290	13.073
DUB	UNITED ARAB SHIPPING		UAE	DUBAI	Container	35615	32534	211.460	32.260	11.232
FRA	C.G.M.		FRA	CGM PARIS	Container	53720	37814	243.440	32.260	13.041
FRA	C.G.M.		FRA	HEINLOYD TOKYO	Container	53720	37814	243.470	32.260	13.044
FRA	C.G.M.		FRA	CGM LA PEROUSE	Container	36866	36343	228.850	0.000	12.441
FRA	COMAR		FRA	VOLANGE DELMAS	Container	30458	30750	189.010	32.240	11.421
FRA	DELMAS-VIELJEUX		MAR	NATHALIE DELMAS	Container	26287	20424	175.750	28.050	11.421
FRA	DELMAS-VIELJEUX		MAR	PATRICIA DELMAS	Container	26287	20424	175.750	28.050	11.421
FRA	DELMAS-VIELJEUX		FRA	VILLE DE DIEU	Container	26287	20424	175.750	28.050	11.421
FRA	DELMAS-VIELJEUX		FRA	SUZANNE DELMAS	Container	26287	20024	177.000	28.050	11.421
FRA	DELMAS-VIELJEUX		FRA	THERESE DELMAS	Container	32709	30750	189.010	0.000	11.400
FRA	DELMAS-VIELJEUX		FRA	VERONIQUE DELMAS	Container	31983	30750	189.010	32.240	11.473
FRA	DELMAS-VIELJEUX		FRA	HEINLOYD ZAMBAN	Container	31978	30750	189.410	32.240	11.424
FRA	G.I.E. SUDRAIL	0194433	FRA	CGM PASCAL	Container	43714	37235	242.251	0.000	11.700
FRA	NORDRAIL	0194433	FRA	VILLE DE VIRGO	Container	43714	37235	242.251	0.000	11.717
GRI	FURNESS WITHY SHIPPING		UKG	ANDES	Container	37042	32150	202.550	32.290	12.023
GRI	P&OCL		IBE	ORIENTAL BAY	Container	59367	50235	292.150	32.230	13.040
GRI	P&OCL		WAH	PENINSULAR BAY	Container	59367	50235	292.150	32.280	13.028
GEU	ALLER		FED	CGM PROVENCE	Container	26288	18037	176.572	27.719	10.582
GEU	ARABIAN MARITIME LINES		UAE	NORASIA AL-MAMSOORAH	Container	31205	21633	187.410	28.450	9.782
GEU	ARABIAN SENATOR		FED	ARABIAN SENATOR	Container	26288	18000	176.572	0.000	10.521
GEU	BLANKENESER SEEDEREI		FED	CMB MERZARIO	Container	25088	18145	179.840	26.550	10.362
GEU	DAL DEUTSCHE AFRIKA-LINIEN		FED	SEA TRADE	Container	20422	20345	174.000	28.030	11.224
GEU	DAL DEUTSCHE AFRIKA-LINIEN		FED	SEA COMMERCE	Container	20413	20345	174.000	28.430	11.221
GEU	DAL DEUTSCHE AFRIKA-LINIEN		FED	SEA MERCHANT	Container	20422	20345	174.000	28.430	11.224
GEU	DEUTFRACHT/SEEBEREEREI		FED	MECKLENBURG	Container	19710	18353	172.420	0.000	10.449
GEU	DEUTFRACHT/SEEBEREEREI		FED	BRANDENBURG	Container	19710	18353	172.420	0.000	10.440
GEU	DEUTFRACHT/SEEBEREEREI		FED	SACHSEN	Container	19710	18342	174.200	0.000	10.421
GEU	DEUTFRACHT/SEEBEREEREI		FED	THURINGEN	Container	19710	18353	174.200	0.000	10.420
GEU	DOHLE P.		UAE	NORASIA AL MANTAZAH	Container	34380	23761	201.530	28.600	10.916
GEU	DOHLE P.		UAE	NORASIA MEDINAH	Container	34380	23761	201.530	28.450	10.916
GEU	DOERING	1160589	FED	JAPAN SENATOR	Container	26288	18037	176.572	0.000	10.505
GEU	GERMAN SENATOR	1101934	FED	GERMAN SENATOR	Container	31552	24344	181.625	31.450	10.300
GEU	GLUECKSBURG		NFD	VILLE DE NEPTUNE	Container	26152	18037	176.710	27.720	10.502
GEU	HAMBURG-SUDAMERIKANISCHE		FED	MONTE CERVANTES	Container	23560	21863	188.890	28.400	10.003
GEU	HAMBURG-SUDAMERIKANISCHE		FED	CAP TRAFALGAR	Container	33222	29739	260.230	0.000	12.000
GEU	HAPAG-LLOYD		HAM	ISLA DE LA PLATA	Container	33997	32444	206.000	32.260	11.619
GEU	HAPAG-LLOYD		FED	HUMBOLDT EXPRESS	Container	34037	32444	206.000	32.240	11.718
GEU	HAPAG-LLOYD		FED	BERLIN EXPRESS	Container	43721	35303	233.920	32.300	12.521
GEU	HAPAG-LLOYD		FED	BONN EXPRESS	Container	36800	29939	206.400	32.300	12.502
GEU	HAPAG-LLOYD		FED	HEIDELBERG EXPRESS	Container	36800	29939	206.800	32.300	12.520
GEU	HAPAG-LLOYD		FED	HANNOVER EXPRESS	Container	65815	53783	294.000	0.000	13.500
GEU	JANSSEN		FED	SOLDRES	Container	28348	26344	181.360	28.610	11.600
GEU	LEONHARDT & BLUMBERG		FED	VILLE DE MARS	Container	26152	18037	176.710	27.020	10.502
GEU	LEONHARDT & BLUMBERG		FED	CALIFORNIA CARRIER	Container	26336	18037	176.599	0.000	10.505
GEU	NIEDERELBE SCHIFFAHRTSGES.		FNA	BREMEN SENATOR	Container	33857	22667	187.610	28.450	13.101
GEU	NIEDERELBE SCHIFFAHRTSGES.		FNA	NEW YORK SENATOR	Container	33860	22667	187.610	28.450	13.101
GEU	NIEDERELBE SCHIFFAHRTSGES.		FED	HONGKONG SENATOR	Container	26288	18000	176.570	0.000	10.502
GEU	NIEDERELBE SCHIFFAHRTSGES.		FED	SINGAPORE SENATOR	Container	26288	18000	176.510	27.720	10.505
GEU	NORASIA PEARL		FED	NORASIA PEARL	Container	31205	21648	187.410	28.439	11.199

Continued on page 3

Source: P&P Appledore International/Lloyds Maritime Services

(SEP 25 '92 11:12 BOGDANOS MARINE (30 1) 4291419 P.8

SI039071
NWMAR138522

Ship Ownership and Technical Details by True Flag

True Flag	True Owner		Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
GER	NORASIA PRINCESS		GER	NORASIA PRINCESS	Container	31205	21648	187.410	28.434	9.702
GER	NORASIA SCHIFFAHRTS		GER	NORASIA SUSAN	Container	31290	21807	189.380	28.450	11.050
GER	NORASIA SCHIFFAHRTS		GER	NORASIA SAMANTHA	Container	31290	21807	189.380	28.434	11.060
GER	OFFEN C.-P.		GER	NEDLLOYD VAN LINSCHOTEN	Container	29995	21854	182.100	28.500	11.540
GER	OFFEN C.-P.		GER	NEDLLOYD VAN CLEEW	Container	30007	21849	182.120	28.500	11.540
GER	OLDENDORFF LIBERIA		PAN	OSR YOKOHAMA	Container	33823	22667	187.610	28.450	11.000
GER	PANAMA SENATOR		GER	PANAMA SENATOR	Container	26288	18000	176.572	0.000	10.520
GER	PARIS SENATOR		GER	PARIS SENATOR	Container	26288	18000	176.572	0.000	10.505
GER	TROPHY	0940276	GER	ASIAN SENATOR	Container	30406	20344	0.000	0.000	16.001
GER	TROYBURG		GER	VILLE DE VENUS	Container	26078	18037	176.710	0.000	10.502
GER	VINNEN F.A.		GER	NEDLLOYD MAURITIUS	Container	25088	18145	179.810	26.550	10.605
GRE	PIA NAVIGATION	6030163	CYP	EUROPEAN SENATOR	Container	31584	24495	0.000	0.000	10.300
GRE	FRISBORN SHIPPING	1135340	CYP	AMERICAN SENATOR	Container	31627	24495	181.600	0.000	10.315
HKG	BLOOMSLAND		HKG	OOCL FREEDOM	Container	64452	40978	241.000	0.000	12.520
HKG	CHUNG GAI SHIP MANAGEMENT		PAN	KAMAKURA	Container	59441	50462	289.500	32.270	13.000
HKG	ISLAND NAVIGATION CORP.		LIB	BROOKLYN BRIDGE	Container	40560	40980	241.000	0.000	12.001
HKG	ORIENT OVERSEAS CONTAINER		LIB	OOCL FOR TUNE	Container	40560	40978	241.000	0.000	10.602
HKG	ORIENT OVERSEAS CONTAINER		LIB	OOCL FAITH	Container	40560	40980	241.000	0.000	12.501
HKG	ORIENT OVERSEAS CONTAINER		LIB	OOCL FAITH	Container	40560	40980	241.000	0.000	10.602
HKG	ORIENT OVERSEAS CONTAINER		LIB	OOCL FRIENDSHIP	Container	45763	42023	241.000	32.260	12.501
HKG	ORIENT OVERSEAS CONTAINER		HKG	OOCL HOPE	Container	45570	46697	275.780	32.280	12.020
HKG	UNIVAN SHIP MANAGEMENT		LIB	STAR FLORIDA	Container	40790	25345	187.260	29.870	11.818
HKG	UNIVAN SHIP MANAGEMENT		LIB	STAR FIJI	Container	40850	25345	187.310	29.470	11.821
HKG	UNIVAN SHIP MANAGEMENT		LIB	STAR PRAIRIE	Container	40840	25345	187.310	29.470	11.821
HKG	VENTURE SHIPPING MANAGERS		LIB	ASIAN VENTURE	Container	36921	31714	212.500	32.260	11.626
HKG	WIMBLEDON		HKG	OOCL HONOUR	Container	40400	46697	0.000	0.000	11.200
HKG	WING TAI SHIPPING		PAN	HEN OASIS	Container	35975	31646	212.530	32.260	11.624
IDN	DJAKARTA LLOYD		IDA	MAHAPAHIT	Container	20015	15453	170.210	28.450	9.681
IDN	DJAKARTA LLOYD		IDA	GOWA	Container	20758	16166	170.210	28.450	9.681
ISR	ZIM ISRAEL		ISR	ZIM ITALIA	Container	47230	57209	236.000	32.260	12.200
ISR	ZIM ISRAEL		ISR	ZIM AMERICA	Container	47230	57209	236.000	0.000	12.001
ISR	ZIM ISRAEL		ISR	ZIM CANADA	Container	47230	57209	236.000	32.260	12.000
ITL	ITALIA		ITL	CRISTOFORO COLOMBO	Container	28800	52630	206.450	0.000	11.500
ITL	LLOYD TRIESTINO		ITL	NUOVA AFRICA	Container	26676	23800	192.500	30.540	10.500
ITL	LLOYD TRIESTINO		ITL	NUOVA ETIOPIA	Container	26800	23800	192.500	30.540	10.495
ITL	LLOYD TRIESTINO		ITL	NUOVA LOUISIANA	Container	36415	35700	231.500	32.260	12.200
JPN	ACT MARITIME		LIB	WORLD WING II	Container	16045	11035	190.050	32.290	8.202
JPN	ASTARTE CARRIERS/BRILLO	1308754	LIB	ACX LILY	Container	22375	16731	184.510	0.000	10.129
JPN	CHUNG GAI SHIP MANAGEMENT		LIB	CALIFORNIA APOLLO	Container	30124	35088	299.470	0.000	11.519
JPN	CHUNG GAI SHIP MANAGEMENT		LIB	CALIFORNIA HERMES	Container	37044	38913	232.070	32.290	11.532
JPN	CHUNG GAI SHIP MANAGEMENT		LIB	CALIFORNIA ZEUS	Container	37915	39678	233.000	32.260	11.682
JPN	EGAS-ORIENT SHIPPING		PAN	THAMES	Container	59056	50628	289.325	32.270	13.000
JPN	INTERNATIONAL FLEET		PAN	ALLIGATOR EXCELLENCE	Container	32207	31570	222.510	32.260	11.618
JPN	INTERNATIONAL FLEET		PAN	ALLIGATOR JOY	Container	32424	32152	221.650	0.000	11.618
JPN	KAMBARA KISEN		JPN	RAINBOW BRIDGE	Container	45743	42260	241.000	32.260	12.536
JPN	KAMBARA KISEN		LIB	ASTRO PROSPERITY	Container	40009	40762	242.680	32.260	11.523
JPN	KAWASAKI KISEN		JPN	RICHMOND BRIDGE	Container	32631	31403	218.020	32.260	11.523
JPN	KAWASAKI KISEN		JPN	GOLDEN GATE BRIDGE	Container	35304	34846	226.800	32.284	11.526
JPN	KAWASAKI KISEN		JPN	GEORGE WASHINGTON BRIDGE	Container	40928	42000	240.950	32.290	12.523
JPN	KAWASAKI KISEN		JPN	MACKINAC BRIDGE	Container	40982	42414	241.000	32.290	12.023
JPN	KAWASAKI KISEN		JPN	MANHATTAN BRIDGE	Container	40934	42394	241.000	32.290	12.025

Continued on page 4

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:13 BOGDANOS MARINE (30 1) 4291419 P.9

SI039072
NWMAR138523

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	GWT	GRT	LOA	Beam	Draft
JPN	KAWASAKI KISEN	JPN	HENRY HUDSON BRIDGE	Container	48934	42407	241.040	32.290	12.023
JPN	KAWASAKI KISEN	JPN	RUMMER BRIDGE	Container	48302	48365	0.000	0.000	12.022
JPN	KAWASAKI KISEN/KOKUYO KAIUN	LIB	BAY BRIDGE	Container	35396	34467	226.800	0.000	11.500
JPN	KOBE KISEN KAISHA	LIB	TOWER BRIDGE	Container	34245	34487	226.800	32.240	11.534
JPN	LEO OCEAN	PAN	ACE ROSE	Container	22734	16731	184.510	0.000	9.520
JPN	MITSUI O.S.K.	LIB	ALLIGATOR HOPE	Container	41474	40354	226.420	32.260	11.621
JPN	MITSUI O.S.K.	LIB	ALLIGATOR FORTUNE	Container	41539	40354	226.420	32.260	11.624
JPN	MITSUI O.S.K.	PAN	ALLIGATOR INDEPENDENCE	Container	38624	41413	248.110	0.000	11.519
JPN	MITSUI O.S.K.	JPN	SOUTHERN CROSS MARU	Container	33637	35234	205.320	32.290	11.500
JPN	MITSUI O.S.K.	PAN	LA SEINE	Container	59488	50030	289.520	32.260	13.029
JPN	MITSUI O.S.K.	LIB	ALLIGATOR TRIUMPH	Container	40540	43082	253.500	32.290	11.620
JPN	MITSUI O.S.K.	PAN	ALLIGATOR VICTORY	Container	40638	42809	253.270	32.290	11.621
JPN	MITSUI O.S.K.	LIB	ALLIGATOR PRIDE	Container	40192	41126	248.780	0.000	11.623
JPN	MITSUI O.S.K./BARB DAIKO	JPN	ELBE	Container	59045	50352	292.150	0.000	13.028
JPN	NIPPON LINER SYSTEM	JPN	YAMATAKE MARU	Container	38217	42145	248.110	32.290	11.529
JPN	NIPPON YUSEN KAISHA	JPN	NARUMI MARU	Container	29733	35309	211.610	0.000	11.526
JPN	NIPPON YUSEN KAISHA	LIB	CALIFORNIA JUPITER	Container	38438	41648	248.470	32.290	11.519
JPN	NIPPON YUSEN KAISHA	JPN	CALIFORNIA MERCURY	Container	39157	41442	247.860	0.000	11.518
JPN	NIPPON YUSEN KAISHA	PAN	CALIFORNIA LIBRA	Container	39985	41110	242.680	32.290	11.521
JPN	NIPPON YUSEN KAISHA	JPN	KAGA	Container	59533	51047	288.310	32.290	13.000
JPN	NIPPON YUSEN KAISHA	JPN	KITANO	Container	59804	50618	288.310	32.292	13.025
JPN	NIPPON YUSEN/KAWASAKI KISEN	JPN	HAYAKAWA MARU	Container	32955	32005	211.000	0.000	11.629
JPN	NITTA KISEN	LIB	HARBOUR BRIDGE	Container	36377	34285	224.010	0.000	11.523
JPN	OVERSEAS MARITIME AGENCY	PAN	RHEIN BRIDGE	Container	47351	48235	276.520	0.000	12.022
JPN	OVERSEAS MARINE	LIB	NORMANDIE BRIDGE	Container	47351	48235	276.520	0.000	12.022
JPN	PALACE CONTAINER SHIPPING	PAN	YAMAKI MARU	Container	38631	41990	248.120	32.280	11.528
JPN	SEKIHYO LINE	LIB	CAPE HENRY	Container	38717	41280	245.190	32.290	11.529
JPN	SHOEI KAIUN	PAN	CAPE CHARLES	Container	38449	41843	248.470	0.000	11.519
JPN	SHOEI KISEN KAISHA	LIB	CALIFORNIA VENUS	Container	34194	35739	217.990	32.240	11.519
JPN	SHOEI KISEN KAISHA	LIB	CALIFORNIA SATURN	Container	39579	42304	249.970	32.290	11.518
JPN	SKYMARS SHIPHOLDING	PAN	KATSURAGI	Container	59418	50437	292.200	32.232	13.000
JPN	UNEDA	JPN	ARKASSAKAN BRIDGE	Container	45643	42259	241.000	32.260	12.536
JPN	Y.S. CONTAINERSHIP	JPN	SHIN-HEISEI MARU	Container	31901	36375	217.250	32.260	11.529
KRS	CHO YANG SHIPPING	KRS	CHOYANG SUCCESS	Container	42795	35958	241.130	32.290	11.700
KRS	CHO YANG SHIPPING	KRS	CHOYANG PARK	Container	42794	35958	241.030	0.000	11.700
KRS	CHO YANG SHIPPING	KRS	CHOYANG VICTORY	Container	44014	36584	241.500	0.000	10.802
KRS	CHO YANG SHIPPING	KRS	CHOYANG GLORY	Container	44014	36584	241.500	0.000	10.802
KRS	HANJIN SHIPPING	PAN	HANJIN NEWYORK	Container	43279	35610	241.100	32.290	11.731
KRS	HANJIN SHIPPING	PAN	HANJIN LONGBEACH	Container	43300	35610	241.100	32.290	11.731
KRS	HANJIN SHIPPING	PAN	HANJIN YOKOHAMA	Container	43293	35610	241.100	32.290	11.731
KRS	HANJIN SHIPPING	LIB	HANJIN KOBE	Container	43270	35598	241.100	32.290	11.723
KRS	HANJIN SHIPPING	PAN	HANJIN KEELUNG	Container	43270	35598	241.100	32.290	11.723
KRS	HANJIN SHIPPING	LIB	HANJIN HONG KONG	Container	43068	35598	241.100	32.290	11.723
KRS	HANJIN SHIPPING	KRS	HANJIN SAVANNAH	Container	43107	35598	241.100	0.000	11.700
KRS	HANJIN SHIPPING	KRS	HANJIN ROTTERDAM	Container	43224	36420	241.300	0.000	11.700
KRS	HANJIN SHIPPING	KRS	HANJIN LE HAVRE	Container	43140	36420	241.320	0.000	10.802
KRS	HANJIN SHIPPING	KRS	HANJIN SEATTLE	Container	43184	35598	242.130	32.290	11.731
KRS	HANJIN SHIPPING	KRS	HANJIN OAKLAND	Container	43078	35598	242.660	0.000	11.739
KRS	HANJIN SHIPPING	KRS	HANJIN FELIXSTOWE	Container	44044	37193	242.860	0.000	11.717
KRS	HANJIN SHIPPING	KRS	HANJIN HAMBURG	Container	43940	37193	242.870	0.000	11.717
KRS	HANJIN SHIPPING	KRS	HANJIN VANCOUVER	Container	43270	35745	241.300	0.000	0.000

Continued on page 5

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:14 BOGDANOS MARINE (30 1) 4291419 P.10

SI039073
NWMAR138524

Ship Ownership and Technical Details by Tree Flag

Tree Flag	Tree Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
KRS	HANJIN SHIPPING	KRS	HANJIN YANGSIUNG	Container	42500	36500	0.000	0.000	11.700
KRS	HYUNDAI MERCHANT MARINE	KRS	PACIFIC BRIDGE	Container	35770	30500	239.600	0.000	10.421
KRS	HYUNDAI MERCHANT MARINE	PAN	HYUNDAI CHALLENGER	Container	43567	39892	244.000	32.260	12.501
KRS	HYUNDAI MERCHANT MARINE	LIB	HYUNDAI EXPLORER	Container	43567	39892	244.000	32.260	12.501
KRS	HYUNDAI MERCHANT MARINE	LIB	LALANDIA	Container	43567	39892	244.000	32.260	12.501
KRS	HYUNDAI MERCHANT MARINE	LIB	HYUNDAI INNOVATOR	Container	43567	39892	244.000	32.260	12.501
KRS	HYUNDAI MERCHANT MARINE	LIB	HYUNDAI PIONEER	Container	43567	39892	244.000	32.260	12.501
KRS	HYUNDAI MERCHANT MARINE	KRS	HYUNDAI COMMANDER	Container	43537	39990	244.740	32.260	12.521
KRS	OLDENDORFF E.	PAN	OSR OAKLAND	Container	33864	22677	187.610	28.450	13.101
KUW	UNITED ARAB SHIPPING	QAT	KHALED IBN AL WALEED	Container	35615	32534	211.460	32.260	11.273
KUW	UNITED ARAB SHIPPING	BRN	AL MANNAI	Container	35615	32534	211.460	32.260	11.273
KUW	UNITED ARAB SHIPPING	DUB	GILLENE ORIENT	Container	35615	32534	211.460	32.260	11.273
KUW	UNITED ARAB SHIPPING	QAT	AL MIRQAB	Container	35615	32534	211.466	32.268	11.273
LIB	YI CHAN NAVIGATION	LIB	WAN HAI 201	Container	23724	17123	174.000	27.032	9.100
MAL	MISC	MAL	BUNGA KEMBANGA	Container	31960	18151	183.010	27.670	10.881
MAL	MISC	MAL	BUNGA BIDARA	Container	23518	17000	0.000	0.000	10.018
MAL	MISC	MAL	BUNGA DELIMA	Container	23518	17000	0.000	0.000	10.018
MAL	MISC	MAL	BUNGA KENARI	Container	23574	17000	0.000	0.000	10.018
MAR	V. SHIPS	LIB	WESTMARLIA	Container	11434	9210	193.916	0.000	5.001
MAR	RANSEN N.	MES	STAR EVVIVA	Container	39718	21293	179.610	29.440	11.986
MTH	NEDLLOYD GROEP	MTH	NEDLLOYD COLOMBO	Container	32841	32114	211.180	32.260	11.628
MTH	NEDLLOYD LIJNEN	MTH	NEDLLOYD VAN MEDX	Container	29730	23930	182.760	30.560	11.251
MTH	NEDLLOYD LIJNEN	MTH	NEDLLOYD VAN HOORN	Container	29930	23790	182.510	30.560	11.600
MTH	SEATRADE GRONINGEN	MTH	NEDLLOYD VAN DIEMEN	Container	29730	23790	182.760	0.000	11.600
NTH	VROON	NTH	JAPAN SEA	Container	33952	22667	187.690	0.000	11.127
PHI	SEAFARERS SHIPPING	PHI	GREAT RIZAL	Container	35241	36124	214.990	0.000	11.521
POL	POLISH OCEAN LINES	POL	H. CEGIELSKI	Container	25684	30488	202.450	0.000	9.650
POL	POLISH OCEAN LINES	POL	T. WENDA	Container	26132	39536	202.410	0.000	9.656
QAT	UNITED ARAB SHIPPING	QAT	AL MAJIDA	Container	35615	32534	211.460	32.260	11.272
QAT	UNITED ARAB SHIPPING	QAT	QATARI IBN AL FUJA	Container	35615	32534	211.460	32.260	11.251
SAF	GOVMASTER SHIPPING	SVC	VAAL	Container	34098	30955	210.610	0.000	12.971
SAU	UNITED ARAB SHIPPING	SAU	AL IHSA'A	Container	35615	32534	211.460	32.260	11.273
SHA	ARABIAN MARITIME LINES	SHA	NOBASIA SHARJAH	Container	30950	21633	187.410	28.430	11.100
SNG	NEPTUNE ORIENT LINES	SNG	NEPTUNE GARNET	Container	43403	40177	244.000	32.360	12.523
SNG	NEPTUNE ORIENT LINES	SNG	NEPTUNE JADE	Container	43403	40177	244.000	32.260	12.523
SNG	NEPTUNE ORIENT LINES	SNG	NEPTUNE RUBY	Container	51437	47893	275.800	0.000	12.520
SNG	NEPTUNE ORIENT LINES	SNG	NEPTUNE ZIRCON	Container	51534	47893	275.000	32.290	12.520
SNG	NEPTUNE SHIPMANAGEMENT	SNG	NEPTUNE TOPAZ	Container	51534	47893	275.800	0.000	12.520
SNG	OW SHIP MANAGEMENT	SNG	NOBASIA SINGA	Container	34380	23761	201.540	0.000	10.995
SNG	OW SHIP MANAGEMENT	SNG	NOBASIA SUN	Container	34380	23761	201.540	0.000	10.995
SPN	TRASATLANTICA ESPANOLA	SPN	CGM CHAMPAGNE	Container	19185	18210	184.000	27.980	9.502
SPN	TRASATLANTICA ESPANOLA	SPN	TSK CORBES	Container	19185	18209	184.000	27.980	9.521
SWD	JOHNSON SHIPMANAGEMENT	SWD	BO JOHNSON	Container	34680	31446	201.020	32.260	11.519
TAI	CHINA CONTAINER EXPRESS	LIB	WAN HAI 202	Container	23692	17123	174.000	27.032	9.850
TAI	CHINESE MARITIME TRANSPORT	CHI	ORIENTAL PATRIOT	Container	30984	32230	221.720	32.260	11.519
TAI	EVERGREEN MARINE	PAN	EVER LINKING	Container	28916	24802	202.600	30.080	11.229
TAI	EVERGREEN MARINE	PAN	EVER LOADING	Container	28849	24802	202.600	30.080	11.229
TAI	EVERGREEN MARINE	CHI	EVER OCEAN	Container	26674	18337	180.199	23.190	10.661
TAI	EVERGREEN MARINE	CHI	EVER OASIS	Container	26674	18337	180.240	23.190	10.664
TAI	EVERGREEN MARINE	CHI	EVER ORDER	Container	26674	18337	180.190	23.190	10.664
TAI	EVERGREEN MARINE	CHI	EVER ONWARD	Container	30254	19698	183.010	23.650	10.988

Continued on page 6

Source: AXP Applemore International/Lloyds Maritime Services

SEP 25 '92 11:15 BOGDANOS MARINE (30 1) 4291419 P.11

SI039074
NWMAR138525

Ship Ownership and Technical Details by Tree Flag

Tree Flag	Tree Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
TWN	EVERGREEN MARINE	CHT	EVER ORIENT	Container	30254	19698	181.010	23.650	10.988
TWN	EVERGREEN MARINE	CHT	EVER OBTAIN	Container	30254	19698	181.910	23.650	10.988
TWN	EVERGREEN MARINE	CHT	EVER GATHER	Container	43401	37023	230.820	32.260	11.626
TWN	EVERGREEN MARINE	CHT	EVER GARDEN	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GENIUS	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GENTRY	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	PAN	EVER GLORY	Container	43310	37042	230.820	32.240	11.594
TWN	EVERGREEN MARINE	PAN	EVER GLOBE	Container	43285	37042	230.800	32.240	11.594
TWN	EVERGREEN MARINE	PAN	EVER GREET	Container	43293	37042	230.820	0.000	11.594
TWN	EVERGREEN MARINE	PAN	EVER GRAND	Container	43289	37042	230.820	32.240	11.594
TWN	EVERGREEN MARINE	PAN	EVER GRADE	Container	43198	37042	230.820	32.240	11.567
TWN	EVERGREEN MARINE	PAN	EVER GUARD	Container	43198	37042	230.820	32.240	11.626
TWN	EVERGREEN MARINE	PAN	EVER GOING	Container	43198	37042	230.820	32.240	11.626
TWN	EVERGREEN MARINE	PAN	EVER GUIDE	Container	43198	37042	230.820	32.240	11.626
TWN	EVERGREEN MARINE	PAN	EVER GIANT	Container	43198	37023	230.820	32.260	11.594
TWN	EVERGREEN MARINE	PAN	EVER GRACE	Container	43198	37023	230.820	32.260	11.591
TWN	EVERGREEN MARINE	CHT	EVER GENTLE	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GIFTED	Container	43401	37023	230.820	32.260	11.626
TWN	EVERGREEN MARINE	CHT	EVER GROWTH	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GOLDEN	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GLORY	Container	43401	37023	230.840	32.260	11.627
TWN	EVERGREEN MARINE	CHT	EVER GOVERN	Container	43401	37023	230.820	32.260	11.626
TWN	EVERGREEN MARINE	CHT	EVER GOBBS	Container	53240	46551	269.680	32.290	11.632
TWN	EVERGREEN MARINE	CHT	EVER GUEST	Container	53240	46551	269.680	32.290	11.632
TWN	EVERGREEN MARINE	CHT	EVER GROUP	Container	53240	46551	269.680	32.270	11.632
TWN	EVERGREEN MARINE	CHT	EVER GIVEN	Container	53240	46410	269.680	32.290	11.632
TWN	EVERGREEN MARINE	CHT	EVER GENERAL	Container	53240	46445	269.680	32.290	11.627
TWN	EVERGREEN MARINE	CHT	EVER GAINING	Container	53240	46445	269.680	32.290	11.632
TWN	EVERGREEN MARINE	PAN	EVER GLAMOUR	Container	53240	46445	269.680	0.000	11.632
TWN	EVERGREEN MARINE	PAN	EVER GARLAND	Container	44424	46445	269.670	32.280	11.632
TWN	EVERGREEN MARINE	CHT	EVER GALLANT	Container	53274	46551	269.670	32.290	11.627
TWN	EVERGREEN MARINE	CHT	EVER GLEEFUL	Container	53274	46551	269.670	32.290	11.627
TWN	EVERGREEN MARINE	CHT	EVER GLOWING	Container	53274	46551	269.670	32.290	11.627
TWN	TAIWAN CONTAINER EXPRESS	LIB	WAN HAI 203	Container	23729	17134	174.000	0.000	9.869
TWN	WAN HAI STEAMSHIP	LIB	WAN HAI 205	Container	23678	17134	174.000	0.000	9.869
TWN	YANGMING MARINE	CHT	MING COMFORT	Container	30637	29872	210.100	32.260	11.510
TWN	YANGMING MARINE	CHT	MING ENERGY	Container	30701	29872	210.120	32.280	11.519
TWN	YANGMING MARINE	CHT	MING FORTUNE	Container	30669	29872	210.100	32.260	11.519
TWN	YANGMING MARINE	CHT	MING LONGEVITY	Container	30646	29872	210.120	32.260	11.519
TWN	YANGMING MARINE	CHT	MING PROPITIOUS	Container	40744	40464	269.670	32.290	11.531
TWN	YANGMING MARINE	CHT	MING PEACE	Container	40744	40464	269.680	32.290	11.534
TWN	YANGMING MARINE	CHT	MING PROSPERITY	Container	40856	40464	269.670	32.290	11.531
TWN	YANGMING MARINE	CHT	MING PLEASURE	Container	40870	40464	269.680	32.290	11.534
TWN	YANGMING MARINE	CHT	MING PLENTY	Container	40845	40455	269.670	32.290	11.531
TWN	YANGMING MARINE	CHT	MING PROVIDENCE	Container	40845	40455	269.670	32.290	11.531
TWN	YANGMING MARINE	CHT	MING PROSPERITY	Container	40845	40435	269.680	32.290	11.534
TWN	YANGMING MARINE	CHT	MING PROGRESS	Container	40845	40435	269.680	32.290	11.531
USA	AMERICAN PRESIDENT	USA	PRESIDENT WASHINGTON	Container	30825	40427	262.140	0.000	10.681
USA	AMERICAN PRESIDENT	USA	PRESIDENT TRUMAN	Container	54700	61785	275.220	0.000	12.732
USA	AMERICAN PRESIDENT	USA	PRESIDENT KENNEDY	Container	54665	61926	275.140	0.000	12.734
USA	AMERICAN PRESIDENT	USA	PRESIDENT JACKSON	Container	54665	61926	275.140	0.000	12.734

Continued on page 7

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:16 BOGDANOS MARINE (30 1) 4291419 P.12

SI039075
NWMAR138526

Ship Ownership and Technical Details by True Flag

True Flag	True Owner	Reg Flag	Ship Name	Ship Type	DWT	GRT	LOA	Beam	Draft
USA	AMERICAN PRESIDENT	USA	PRESIDENT POLK	Container	54700	61785	275.140	0.000	12.501
USA	AMERICAN PRESIDENT	USA	PRESIDENT ADAMS	Container	54655	61926	275.220	0.000	12.500
USA	CASTLE & COOKE	ITL	MOLE CALIFORNIA	Container	11000	16488	177.020	0.000	8.666
USA	CASTLE & COOKE	ITL	MOLE ECUADOR	Container	11613	16488	177.020	0.000	8.666
USA	FIRST AMERICAN	USA	TYSON LYKES	Container	36903	31920	206.030	32.260	11.500
USA	FIRST AMERICAN	USA	TILLIE LYKES	Container	36903	31920	206.030	32.260	11.500
USA	LYKES BROS.	USA	PRESIDENT HARDING	Container	44969	39132	259.010	32.240	11.921
USA	LYKES BROS.	USA	PRESIDENT ARTHUR	Container	44969	39132	259.010	32.290	11.921
USA	LYKES BROS.	USA	PRESIDENT BUCHANAN	Container	44969	39132	259.010	32.290	11.921
USA	LYKES BROS.	USA	PRESIDENT GARFIELD	Container	44969	39132	259.010	32.290	11.921
USA	SEA-LAND SERVICE	USA	GALVESTON BAY	Container	58943	57075	289.520	32.260	12.675
USA	SEA-LAND SERVICE	USA	SEA-LAND ATLANTIC	Container	58943	57075	289.520	32.260	11.677
USA	SEA-LAND SERVICE	USA	SEA-LAND QUALITY	Container	58869	57075	289.520	32.260	11.677
USA	SEA-LAND SERVICE	USA	CGM ILE DE FRANCE	Container	58869	57075	289.520	32.260	11.670
USA	SEA-LAND SERVICE	USA	SEA-LAND ANCHORAGE	Container	20668	20965	216.420	23.830	10.351
USA	SEA-LAND SERVICE	USA	SEA-LAND TACOMA	Container	20668	20965	216.420	23.830	10.351
USA	SEA-LAND SERVICE	USA	SEA-LAND KODIAK	Container	20668	20965	216.420	23.830	10.351
USR	U.S.S.R.-BALTIC SHIPPING	USR	KAPITAN GAVRILOV	Container	21370	21584	203.060	25.460	9.821
USR	U.S.S.R.-BALTIC SHIPPING	USR	KAPITAN RAMEVSKIY	Container	21370	21584	203.060	25.460	9.821
USR	U.S.S.R.-BALTIC SHIPPING	USR	KAPITAN KOZLOVSKIY	Container	21370	21585	203.060	25.460	9.821
USR	U.S.S.R.-BALTIC SHIPPING	USR	NIKOLAY TIKHONOV	Container	21370	21584	203.060	25.460	9.821
USR	U.S.S.R.-BALTIC SHIPPING	USR	TIKHON KISELYEV	Container	0	21584	203.060	25.460	9.821
USR	U.S.S.R.-BALTIC SHIPPING	USR	PROFESSOR TOVSTYKH	Container	21370	21584	203.060	25.910	9.821
USR	U.S.S.R.-BLACK SEA SHIPPING	USR	KAPITAN V. USHAKOV	Container	16030	17845	173.820	25.460	9.821
USR	U.S.S.R.-BLACK SEA SHIPPING	USR	KAPITAN V. TROSH	Container	16030	17845	173.820	25.460	9.821
USR	U.S.S.R.-BLACK SEA SHIPPING	USR	GEROI NOVOKADIY	Container	19794	18885	173.820	30.480	9.821
USR	U.S.S.R.-BLACK SEA SHIPPING	USR	BOLSHEVIK M. TOMAS	Container	16030	17845	173.950	25.910	9.820
YUG	CROSS SEAS SHIPPING	YUG	KOPER EXPRESS	Container	25904	27103	177.630	0.000	10.670
YUG	JUGOLINIJA	YUG	SARAJEVO EXPRESS	Container	25904	27103	177.600	0.000	10.651
YUG	JUGOLINIJA	YUG	ZAGREB EXPRESS	Container	25904	27103	177.600	0.000	10.670

*** End Report ***

Source: A&P Appledore International/Lloyds Maritime Services

SEP 25 '92 11:17 BOGDANOS MARINE (30 1) 4291419 P.13

SI039076
NWMAR138527

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Joey Nakazawa
Kan International, Inc.

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

We are attempting to respond to a solicitation from the U.S. Navy. We want to acquire two or more non-US Flag ships which meet or approach the attached requirements. We are attempting to locate these vessels and would appreciate your support in helping us to do so. As you probably know, Bob Hubbard is out of the office and as a consequence, I am personally conducting this search. I would appreciate it if you would send any response or questions you might have to me by return telefax.

Noted below is information taken from an internal memo describing the nature of the activity we are undertaking. Time is of the essence. I really appreciate any help you can give us in locating vessels which either meet the criteria on the attached memo or could be converted from their present characteristics to what we require for delivery to the United States Navy. If you do not know of such vessels, we would appreciate an introduction to a quality shipbroker who might be able to help us locate these ships.

In this procurement, we would buy the ships from the ship owner(s), accomplish the detail design (including all supporting calculations, drawing approvals, etc.), convert the ships to meet the specs, accomplish work necessary to reflag the ships, conduct all tests and trials (including INSURV Trials), and present the ships to the Navy for delivery.

Some of the significant characteristics of this conversion are listed below:

a. The ship shall be configured to permit simultaneous Roll On/Roll Off and Lift On/Lift Off Operations.

b. The ships selected must be PANAMAX, maximum length 950 feet, and a maximum beam of 106 feet.

c. Total Usable Cargo Stowage area must be at least 300,000 square feet.

d. The enclosed Usable Cargo Stowage area must be at least 225,000 square feel.

e. The ship must be capable of a sustained speed of 24 knots. The power required to achieve this speed shall not exceed 90% of the maximum continuous rating of the main propulsion engine(s).

f. The endurance at sustained speed must be 12,000 nautical miles plus 10% reserve.

Stena Lines, East Asiatic, Harbor Lines, OOCL, and NedLloyd have all been suggested as potential sources. What do you think?

I can be reached at (503)240-4550 which has a voice-mail capability when I am not here to answer it. My telefax is the same as Bob Hubbard's: (503) 240-6272. I look forward to your early response.

SI039079
NWMAR138528

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Manfred Schneider
Zoepffel & Schneider GmbH

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

Revised

SUBJECT: Ship Conversion

We are attempting to respond to a solicitation from the U.S. Navy. We want to acquire two or more non-US Flag ships which meet or approach the attached requirements. We are attempting to locate these vessels and would appreciate your support in helping us to do so. As you probably know, Bob Hubbard is out of the office and as a consequence, I am personally conducting this search. I would appreciate it if you would send any response or questions you might have to me by return telefax.

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SI039081
NWMAR138529

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Sverre Hansen Tobler
Storm & Bull Ltd.

CONFIDENTIAL

Revised

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

We are attempting to respond to a solicitation from the U.S. Navy. We want to acquire two or more non-US Flag ships which meet or approach the attached requirements. We are attempting to locate these vessels and would appreciate your support in helping us to do so. As you probably know, Bob Hubbard is out of the office and as a consequence, I am personally conducting this search. I would appreciate it if you would send any response or questions you might have to me by return telefax.

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SI039083
NWMAR138530

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

BY HA
DATE 9/21/92
TIME 5:08

TELECOPIER COVER LETTER

TELEFAX NO. 30 1 429 1419 DATE: September 21, 1992

MESSAGE SENT TO (RECIPIENT'S NAME): Nick Bogdanos

AT (COMPANY): Bogdanos Marine Bureau, Ltd.

SENDER'S NAME: Bill Zavin

NUMBER OF PAGES (INCLUDING COVERSHEET): 2

REFERENCE: Ship Conversion

.....

IF YOU DID NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (503) 285-7557 ext.550.

OUR TELEFAX NUMBER IS 503/240-6272.

.....

SI039084
NWMAR138531

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Nick Bogdanos
Bogdanos Marine Bureau, Ltd.

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

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SI039085
NWMAR138532

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTH WEST MARINE INC.

FAXED BY WW
DATE 9/21/92
TIME 5:12

TELECOPIER COVER LETTER

TELEFAX NO. 011 45 31 62 28 40 DATE: September 21, 1992

MESSAGE SENT TO (RECIPIENT'S NAME): Finn Roerbye/Erik Falck

AT (COMPANY): Falck Formco Aps

SENDER'S NAME: Bill Zavin

NUMBER OF PAGES (INCLUDING COVERSHEET): 2

REFERENCE: Ship Conversion

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IF YOU DID NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (503) 285-7557 ext.550.

OUR TELEFAX NUMBER IS 503/240-6272.

.....

SI039086
NWMAR138533

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTH WEST MARINE INC.

MEMORANDUM

TO: Finn Roerbye/Erik Falck
Falck Formco Aps

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

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SI039087
NWMAR138534

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Jörgen Klaving
Jörgen Klaving Shipping & Technical Services

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

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SI039089
NWMAR138535

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTH WEST MARINE INC.

FAXED BY WH
DATE 9/21/92
TIME 5:16

TELECOPIER COVER LETTER

TELEFAX NO. 609/799 0806 DATE: September 21, 1992

MESSAGE SENT TO (RECIPIENT'S NAME): Nimai Ghose

AT (COMPANY):

SENDER'S NAME: Bill Zavin

NUMBER OF PAGES (INCLUDING COVERSHEET): 2

REFERENCE: Ship Conversion

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IF YOU DID NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (503) 285-7557 ext.550.

OUR TELEFAX NUMBER IS 503/240-6272.

.....

SI039090
NWMAR138536

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTH WEST MARINE INC.

MEMORANDUM

TO: Nimai Ghose

CONFIDENTIAL

FROM: Bill Zavin

DATE: September 21, 1992

SUBJECT: Ship Conversion

We are attempting to respond to a solicitation from the U.S. Navy. We want to acquire two or more non-US Flag ships which meet or approach the attached requirements. We are attempting to locate these vessels and would appreciate your support in helping us to do so. As you probably know, Bob Hubbard is out of the office and as a consequence, I am personally conducting this search. I would appreciate it if you would send any response or questions you might have to me by return telefax.

Noted below is information taken from an internal memo describing the nature of the activity we are undertaking. Time is of the essence. I really appreciate any help you can give us in locating vessels which either meet the criteria on the attached memo or could be converted from their present characteristics to what we require for delivery to the United States Navy. If you do not know of such vessels, we would appreciate an introduction to a quality shipbroker who might be able to help us locate these ships.

In this procurement, we would buy the ships from the ship owner(s), accomplish the detail design (including all supporting calculations, drawing approvals, etc.), convert the ships to meet the specs, accomplish work necessary to reflag the ships, conduct all tests and trials (including INSURV Trials), and present the ships to the Navy for delivery.

Some of the significant characteristics of this conversion are listed below:

a. The ship shall be configured to permit simultaneous Roll On/Roll Off and Lift On/Lift Off Operations.

b. The ships selected must be PANAMAX, maximum length 950 feet, and a maximum beam of 106 feet.

c. Total Usable Cargo Stowage area must be at least 300,000 square feet.

d. The enclosed Usable Cargo Stowage area must be at least 225,000 square feel.

e. The ship must be capable of a sustained speed of 24 knots. The power required to achieve this speed shall not exceed 90% of the maximum continuous rating of the main propulsion engine(s).

f. The endurance at sustained speed must be 12,000 nautical miles plus 10% reserve.

Maersk, Stena Lines, East Asiatic, Harbor Lines, OOCL, and NedLloyd have all been suggested as potential sources. What do you think?

I can be reached at (503)240-4550 which has a voice-mail capability when I am not here to answer it. My telefax is the same as Bob Hubbard's: (503) 240-6272. I look forward to your early response.

SI039091
NWMAR138537

CC: ZAVIN
COLEMAN
MILLS
ORIG - DEN

DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
WASHINGTON, DC 20362-5101

IN REPLY REFER TO

89 MAY 30 PM 1:41

4330
OPR: 0285/MAL
Ser: 0285/421
MAY 26 1989

Northwest Marine Iron Works
5555 N. Channel Ave., Bldg. 2
Portland, OR 97217

Gentlemen:

The Naval Sea Systems Command proposes to acquire by negotiations the materials, services, and facilities for use in performing the New Threat Upgrade (NTU) Regular Overhaul (ROH) of the USS GRIDLEY (CG-21) during the period 12 February 1990 to 10 March 1991. USS GRIDLEY (CG-21) is a highly complex combatant ship that will require the following NTU and repair alterations during the ROH: AN/SPS-49 (V) Modifications, AN/SPS-48 (E) Modifications, IADT Systems - 2/CG Modifications, Combat Direction System Upgrade, MK 70 Booster Modifications, MK 10 GMLS Solid State Conversion, GMFCS MK 76 Modification 10, Pollution-Oil/Water Separator, Single Audio System Installation, Communication Security Sub-system Installation, CHT Backfit, Install Auto Sprinkler in 40 MM Magazine, Replace CIWS RADHAZ access with CATWALK, AFFF System Update, and Vent Mod CHT Equipment Compartment.

The ship's characteristics are:

Displacement (Full-Load)	8,074 Tons
Length	533 Feet
Beam	55 Feet
Draft	30 Feet

This is a Public versus Private competition. The Two-Phase Source Selection Process will be used and an award (assignment) of a Firm-Fixed Price Contract is expected. Offerors will be required to submit both a price and technical proposal. Drydocking is required for this availability.

The Request for Proposal, No. N00024-89-R-8514, will be available 20 June 1989. You may request in writing a copy of the solicitation from Naval Sea Systems Command, Ms. R.A. Allen/Code 0285, Washington, DC 20362-5101.

Sincerely,

LCDR A.F. Dehnz
Contracting Officer

SI039144
NWMAR138538

NORTHWEST MARINE IRON WORKS

FILE/RECORD

VESSEL	JOB	OWNER
Mobil Meridian		Mobil Oil
DATE	**REPRESENTATIVE**	**TELEPHONE**
5-31-89	Gordon Crandal	

INFORMATION / REQUEST

Bid Results

Local Yards

Cascade	$1.60 m	All had (14) days
WSI	$1.77 m	
NMW	$1.84 m	
Todd - Seattle	2.6 m	days?

Job awarded to Singapore for about $920,000 less than CG.

All bids were evaluated on a (25) day job

Singapores evaluated bid was about $1.58 m.

Our bid rate was 30/10. with 37804 ST / 7500 OT hrs.

Cascades rate using our estimate = $24/10.

Liddle

ORIGINATOR

SI039150
NWMAR138539

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

Please Rush

TELECOPIER COVER LETTER

TELEFAX NO. 213 - 833 - 2222 DATE 6-14-89

MESSAGE SENT TO (RECIPIENT'S NAME) Mr. Spaleta

AT (COMPANY) SWM

SENDER'S NAME George Fiddle

NUMBER OF PAGES (INCLUDING COVER SHEET) 9

REFERENCE (IF APPLICABLE) Atigun Pass.

****

IF YOU DID NOT RECEIVE ALL OF THE PAGES, PLEASE CALL DOCUMENT CONTROL DEPT., AT 503/285-7557, EXT. 551.

OUR TELEFAX NUMBER IS 503/240-6600.

****

Here are all the items todate.
Job bids June 19 (Monday).

Fiddle

(3498)

SI039151
NWMAR138540

LIST OF ITEMS

		Page No.
GENERAL		
1.	Tank Cleaning and Slops	1
2.	Certified Chemist's Gasfree Certification	1
3.	Safe Berth and Services	2
4.	Dock Trial	3
5.	Sea Trial	4
DRYDOCKING		
6.	Drydocking Vessel	5
7.	Sea Valve Inspection/Repairs	5
8.	Sea Chests and Strainer Plates	8
9.	Rudder Stock & Pintle Pin Nuts/ Pintle Pin Bushing Clearance Measurement	10
10.	Pintle Pin Repair/Bushing Renewal	11
11.	Rudder Stock Bearing - Weardown Clearance	12
12.	Rudder Zincs	13
13.	Cathodic Protection System Repairs	13
14.	Anchor Chains	14
15.	Anchor Chain Gaugings	15
16.	Chain Lockers	15
17.	Underwater Body Hull Video	15
18.	Underwater Welding	15
19.	Docking Plugs	16
20.	Stern Tube Bearing, Propeller & Tailshaft Seal Examination	16
21.	Stern Tube Bearing, Propeller & Tailshaft Seal Examination (Alternate)	18
22.	Stern Tube Bearing - Roland Marine Compact Seal Assembly Inboard & Outboard	20
23.	"Dutchman" - Outboard Stern Tube Seal Assembly	20
24.	Propeller Tip Repairs	21
25.	Propeller Blades, Duct Clearances	22
26.	Propeller Cavitation Damage - Repair (Alt.)	22
27.	Propeller Cavitation Damage - Repair	24
28.	Underwater Body Repairs to Bilge Keel	24
INSPECTIONS		
29.	Firefighting Equipment and Safety Equipment	26
30.	Potable Water Hydropneumatic Pressure Tank	26
31.	Deaerating Feed Water Tank	26
32.	Cargo Gear Inspection	27
33.	Pressure/Vacuum Relief Valve - USCG Inspection	27
34.	Lifeboats - USCG Inspection	28
35.	Lifeboat Weight Test	29
36.	Annual Inspection - Fire Fighting Equipment	29

SI039152
NWMAR138541

		Page No.
37.	Liferafts - Three	30
38.	Main Cargo Pump Turbines - Control Equipment Examination	31
39.	LP Steam Generator	31
40.	Air Pressure Vessels Inspection	31
41.	Tank Inspection Assistance	32
42.	Port/Starboard Lifeboat Compressed Air Tanks	32
43.	Relief Valve Deaerating Feed Water Tank	32
	HEAT_EXCHANGERS	
44.	Main Condenser	33
45.	Lube Oil Cooler	33
46.	First Stage Heater and Gland Leakoff Condenser	34
47.	Upper and Lower Fuel Oil Heaters	34
48.	Atmospheric Condenser	35
	BOILERS	
49.	Boilers (2) Foster & Wheeler - "D" Type Cleaning & Testing Watersides	36
50.	Boiler Valves - 4 Year Survey	38
51.	Boiler Inspection & Cleaning - Firesides	39
52.	Boiler Refractory - Patching/Repairs	40
53.	Boilers (2) Foster-Wheeler High Pressure Waterwash Watersides	41
54.	Boiler Sidewall Tube Repairs	42
55.	Port & Stbd. Boilers-Air Heater Inlet Duct Modification	42.
56.	Port & Stbd. Boiler - Windbox Baffle Mod.	43
57.	Hydrostatic Test Repairs	44
58.	Boiler Superheater Support Tube Clips	44
	VALVES	
59.	HP Turbine HP Bleed Stop Check Valve	46
60.	Auxiliary Exhaust System Steam Make-up Port Valve	46
61.	P/S Boiler Steam Temperature Control Valves	47
62.	Inert Gas System Valves (2) Boiler Uptakes	47
63.	Inert Gas Main Isolation Valve	48
64.	Inert Gas Supply to Cargo Pumproom	48
65.	Inert Gas System Glycol Pressure/Vacuum Breaker	48
66.	Main Condenser Sea Valve Test	49
67.	P&S Boiler Feedwater Control Valves	50
68.	Steam Supply Root Valves	50
69.	Discharge Valves	51
70.	Main Cargo Line Loading Valves	51
71.	Discharge Valve and Operator	52

SI039153
NWMAR138542

Page No.

72. Steam Supply Line Drain Valve Replacement 53
Cargo Pumps, Ballast & General Purpose Pumps
73. Superheater Vent Valves 53
74. Main Steam Stop/Check Valves 54
75. Steam Supply Root Valve Bypass Valves 55
76. Cut-Off Valves 55
77. Relief Valves 55
78. Sluice Gate Repairs 56
79. Cargo Valve Repairs 56
80. Cargo Valve Repairs 57
81. Inert Gas Recirculating Valve 58
82. Fuel Oil Heater Steam Inlet & Return Valves 59
83. Boiler Blow Overboard Valve 59

MACHINERY

84. P/S Forced Draft Fans 60
85. Steam Turbine Generator Set Repairs 60
86. Main Feed Pump 62
87. #2 Main Cargo & General Purpose Pumps 62
88. Main Lube Oil Sump - Cleaning 64
89. Propulsion Turbine Couplings 64
90. Main Reduction Gear & Quill Shaft Coupling Inspection 65
91. Alco Diesel Engine 65
92. HP & LP Turbine Repairs 68
93. Valve Gear Assembly 69
94. Turbine Throttle Trip Valve Repairs 69
95. HP/LP Turbine Repairs 70
96. Main Thrust Bearing 70
97. Steering Gear Hydraulic Pump Units 71
98. Line Shaft Bearing 71
99. P/S Inert Gas Blowers & Casing Repairs 71
100. Drain Line Blockage 72
101. Cargo Stripping & Bilge Pump Open & Inspect 73
102. #1 & #3 Main Cargo Pump - Repairs 73
103. Rotary Vane Steering Engine - Repairs 74
104. P & S Anchor Windlass Brake Adjusting Screws 74
105. Brake Band Renewals 74

PIPING

106. Stripping Pump Suction - Modification 76
107. Stripping Pump Discharge - Modification 77
108. Stripping Pump Discharge - Mod. (Alt.) 78
109. Lifeboat Hydraulic Winch Motor Drain Line 79
110. Miscellaneous Inert Gas System Repairs 79
111. Misc. Pumproom Cargo/Ballast Repairs 81
112. Cargo Piping Repairs - Main Deck 84
113. Upper Deck Dresser Coupling Repairs 86
114. Cargo Lines & Bunker Lines Hydro Test Repairs 88
115. Turbo Generator First Stage Drain Mod. 88

SI039154
NWMAR138543

		Page No.
116.	Moletron Fuel Treatment System - Installation	88
117.	Hydraulic Return Line	91
118.	#3 Main Cargo Pump High Pressure Cut-Out Sensing Line Fitting	91
119.	Control Airline Repair - Main Deck	92
120.	Flange Leak - COW Line	92
121.	Draft Gauge Piping/Tubing	92
122.	Eductor Piping Repair	92
123.	Auxiliary Exhaust Piping Flange Gasket	93
124.	Union Connection Fittings	94
125.	Connecting Union Couplings	94
126.	Overboard Discharge Piping - Sewage Tank	94
127.	Guard Rail Replacement	94
128.	Domestic Refrigeration Suction Tubing	95
129.	Domestic Hot Water Piping Repairs	95
130.	Fire Pump Suction Piping	96
131.	Eductor Piping Repair	96
132.	Stripping Pump Suction Piping	97
133.	P & S Superheater Vents	97
134.	Fire Station Piping - Renewal	97
135.	Potable Water Discharge Valve & Piping Repair	98
136.	P & S Boiler Soot Blower Piping	99
137.	High Pressure Filter Installation	100
138.	Vang Winch Modification	100
139.	Inert Gas/Vapor Recovery Pipe Mod.	100
140.	Inert Gas Piping Repairs	101
141.	Salt Water Service Piping - Renewal	102
142.	Salt Water Service Piping - Relagging	102
143.	Starboard Bunker Tank Heating Coils	103

ELECTRICAL

144.	Forced Draft Fan Motor Repairs	104
145.	Niobium Anode Installation	104
146.	Steering Gear Pump Motor Overhaul	109
147.	Standby Diesel & Steam Turbine Generators	110
148.	Main & Standby Generator Circuit Breakers	110
149.	Ship's Service Steam Turbine Generator Repair	110
150.	Drain Tank Pump Motor Repairs	112
151.	Low Pressure Steam Generator Feed Pumps	113
152.	Main Circulator Pump Motor Repairs	114

STEEL

153.	Foam Fire Fighting System Concentrate Tank	116
154.	MMC Cargo Gauging Deck Penetrations	116
155.	Upper Stack Replacement	117
156.	Main Deck Wire Rope Guard	118
157.	Butterworth Plate Stud Renewals	118
158.	Ultrasonic Metal Thickness Gauging	118
159.	Hydraulic Tubing Clips on Main Deck	121
160.	Ballast Tank Sacrificial Zinc Anode Inst.	121

SI039155
NWMAR138544

		Page No.
161.	Sacrificial Zinc Anode Installation-Forepeak	122
162.	Sacrificial Zinc Anode Installation-Afterpeak	122
163.	Sacrificial Zinc Anode Installation - #3 Center	123
164.	Ballast Tank Bellmouth Removal	124
165.	Forepeak Tank Ladder Replacement	125
166.	Reach Rod Installation	125
167.	Bottom Shell Plating Pit Repairs	127
168.	Transverse Bulkhead Fracture	128
169.	Stringer Fracture Repair	128
170.	Pumproom Bulkhead Fractures	128
171	Forepeak Tank Breast Hook Weld Fracture Repair	129
172.	Defective Weld Repairs	129
173.	Fractured Side Shell Longitudinal Repair	130
174.	Fractured Underdeck Girders	130
175.	Bulkhead Fracture Repairs	130
176.	Bracket Fracture Repair	131
177.	Ballast Tank Fracture - No. 2 Port Tank	131
178.	Ballast Tank Fracture - No. 2 Wing Tanks	131
179.	Fracture Repair - Forepeak Breast Hook	132
180.	Stringer Weld Repairs	132
181.	Weld Fracture - Upper Engine Room Ballast Tank	133
182.	Ballast Tank Fracture	133
183.	Main (Radar) Mast Yard Arm Repairs	133
184.	Wireway Protection Channel	134
185.	Misc. Minor Welding Repairs	134
186.	Misc. Pumproom Weld Repairs	138
187.	Wire Rope Fairlead	139
188.	Dresser Coupling Stopper Plug Threaded Boss Renewal	140
189.	Upper Deck Plating Abrasion Repairs	140
190.	Fractured Side Shell Longitudinal Repair	140
191.	Conduit Bracket Renewals	141
192.	Mooring Winch	141
193.	Fairlead Repairs - Stbd.	141
194.	Fairlead Repairs - Port	141
195.	Upper Deck Cleats	141
196.	Pumproom Ventilation System Intake Duct	142
197.	Pumproom Ventilation Exhaust/Intake Screen	143
198.	Boom Repairs	143
199.	Boiler Superheater Outlet Piping	143
200.	Vent Mast Davit Repairs	144
201.	C.O.W. Machine Supply Piping	144
202.	Weld Repairs - P & S Stores Crane Mast	144
203.	Weld Repairs - Valve No. 73 Lower Pump Room	145
204.	Exterior Ventilation Hook Screens/ Pumproom Accommodation Spaces	145
205.	Machinery Space Ventilation System Repairs	145
206.	Life Ring Stowage Bracket	146
207.	Pipe Brackets	146
208.	Weld Repair - Side Outlet to Stripping Pump	147
209.	Reach Rod Renewals - Midships Draft Gage Valve	147

SI039156
NWMAR138545

		Page No.
210.	Reach Rod Renewals - Forepeak/Forecastle	149
211.	Expansion Truck Baffle Renewal	151
212.	Accommodation Ventilating/Air Conditioning	151
213.	Fixed Pedestal Fairlead	153
214.	Gutter Drain Removal	153
215.	Filler Piece	154
216.	Cargo Manifold Containment Gratings	154
217.	Zinc Rod Removals	154
218.	Tank Inspection Device (Ziggy)	155
219.	P&S Gangway	155
220.	Cargo Hose Boom Saddles	156
221.	Starboard Slop Tank Suction Waster Plate	156
222.	Cargo and Ballast Tank Fractures	157
223.	Starboard Forced Draft Fan Duct Repairs	159
224.	Ramps Over Hydraulic Piping	159
225.	Cargo System Deck Boxes	160
226.	Oxygen and Acetylene Locker Vents	160

MISCELLANEOUS

227.	Engine Room Hatch Cover Gaskets	161
228.	Lifeboat Falls - Wire Renewal	161
229.	Insulation - Steam Line to Heating Coils	161
230.	P & S Accommodation Ladder Cables	162
231.	Mooring Winch Wires	162
232.	Anchor Windlass & Mooring Winch Hydraulic Motor Bolt Renewal	162
233.	Insulation Blankets - Renewal	163
234.	Bunker Assistance	163
235.	Lifeboat Stowage & Securing Wires	163
236.	Cargo Gear Repairs	164
237.	Grease Fittings	165
238.	P&S Boiler Superheater Insulation Blanket	165
239.	Main Deck and Engine Room Console Toilets	165
240.	P&S Main Circulator Suction Butterfly Valve	166

PAINTING/COATING

Hull

241.	Keel to Turn of Bilge	171
242.	Turn of Bilge to 43' Line	171
243.	43' Line to Rail & Bulwarks	172
244.	All Hull Markings	172
245.	Engine Room Overhead Hatches	172
246.	P/S Bridge Wings Underdeck Surface	172

Tank

247.	Tanks - Hand Hose Washing	179
248.	Ballast Tank Sandblasting and Coating	179
249.	Blasting & Coating of Ballast Tanks 4 Port & 4 Stbd.	179
250.	Blasting & Coating of Ballast Tanks 2 Port & 2 Stbd.	180

SI039157
NWMAR138546

LIST OF ITEMS

		Page No.
ADDENDUM NO. 1		
251.	G.P. Pump & Ballast Pump Disch. Check Valves	181
252.	Main Deck Fish Plat Containment	181
253.	Mooring Wire Chock - Repairs	182
254.	F.W. Cooling System Conversion	182
255.	Pumproom Ventilation Screen Repairs	184
256.	P & S Main Circulator Impeller Changeout	184
257.	Foam Monitor #7 - Gear Repairs	185
258.	Pressure/Vacuum Relief Valve	186
259.	Steering Gear Rudder Repair	187
260.	Main Deck Foam Monitors Nos. 2-11	192
261.	Focsile Deck Bulwark Stiffeners	192
262.	HP Turbine Steam Strainer/Steam Chest Inlet Gaskets	193
263.	Cargo Pumproom Electric Cable Clips	193
264.	Port Cargo Manifold	193
265.	Foam Room & Port Side Pumproom Watertight Doors	193
266.	Hawser Storage Reel	194
267.	Flange Leak - Crude Oil Wash Machine	194
268.	Foam Station Safety Chain Staples	194
269.	Hydraulic Deck Box Door	195
270.	Additional Cleaning of Cargo/Ballast Tank Side Longitudinals	195
271.	Tank Repair Preparation	195
272.	Prince William Sound Towing Package	196
273.	House Fashion Plates	196
274.	Sewage Holding Tank	196
275.	Cleaning P/S Slop Tanks	199
276.	Main and Foremast Interiors	199
277.	Tempered Air Fan Room Plenum Chambers	199
278.	Mooring Winches - Blast & Coat	200

LIST OF ITEMS

		Page No.
ADDENDUM NO. 2		
279.	Cargo Oil System - In Tank Piping	201
280.	Fresh Water Cooling System - Flushing	201
281.	Forepeak Hull Damage	201
282.	Bailey Network 90-Installation	207
283.	Pressure/Vacuum Relief Valve	222

6-21-89

MEMO TO: BILL ZAVIN

FROM: FRANK MACLACHLAN (SWM-SD)

Bill

AT BILL JOHNSTON'S REQUEST, I ENCLOSE THE BID RATE ANALYSIS SHEETS FOR THE LAST THREE NTU'S. THESE ARE BASED ON SWM MANHOURS AND MATERIAL NUMBERS, AND SHOW THE RATES APPLIED TO THE ESTIMATE AS GENERATED, AND ALSO THE RATES BASED ON THE CORPORATE PRICING MEETING.

Frank

EXT. 2400

SI039160
NWMAR138549

MEMORANDUM

TO: BILL ZAVIN

FROM: GERRY BELL

DATE: 8/28/91

==========

SUBJECT: DICK WHITESIDE - B.P./KEYSTONE CANYON-GOLDEN GATE

Bill, here is the conversation, in rough, that I had with Dick Whiteside in reference to the Keystone Canyon/Golden Gate and the performance of W.S.I. and Cascade referencing the Thompson Pass and the Kenai.

As it stands right now, Dick is not very pleased at all with W.S.I. in reference to the Thompson Pass and especially the Brooks Range. The Thompson Pass is running "X" number of days over schedule due to blasting and coating of the tanks falling way behind and as usual the growth factor.

The Brooks Range - he's definitely annoyed at Doug in that we, STAGE/BLAST, Inc., were going to do the staging but Doug found a way of getting around us and Dick made it very clear that if all of the shipyards can not work with B.P. in the way that they would like to do things they will find someone else to do their work.

As far as B.P. is concerned they intend to use STAGEAWAY as it is a viable way to inspect and repair tanks. Once again if they don't want to work with Dick (as he pays the bills) he will find someone who will. Dick did reference Tom Maples as far as the repairs on the Brooks Range - they could have been done a lot cheaper and a lot faster.

It also looks like Cascade is running into problems with the Kenai. It looks like the ship is going to run about 10 days over schedule in the shipyard. The cost is escalating and Dick is not very happy with Cascade whatsoever. Will not be able to judge just how annoyed he is with Cascade until the bill settles. It all depends on what Suren Menon does.

Golden Gate - Met with Bob Hubbard yesterday in San Francisco. Bob tells me that Mitch Koslow of Keystone is telling him that they cannot settle the Golden Gate until the Keystone Canyon is settled due to the fact that Keystone has limited resources. I informed Bob that it is a bunch of "you know

what". As far as the Keystone Canyon is concerned, it doesn't cost Keystone one red cent. Everything is passed through directly to B.P. On the Golden Gate it is a Keystone ship it is their expenditures. The bid was 3.2 and they should have gotten that 3.2 by now and then of course the difference is negotiable. I informed Bob that somehow or other you need to get past Mitch Koslow in regards to the Golden Gate.

As far as the Keystone Canyon is concerned, Dick Whiteside is the man you have to get to there. He's holding all the cards on that and I understand Bill Johnston has a meeting scheduled on Sept. 10th and you need to, if nothing else, try to get that put to bed and jump on the the band wagon as far as the Atigun Pass is concerned.

The Atigun Pass has grown tremendously in in scope of work as far as blasting and coating is concerned. We are looking at doing at least 6 tanks - 2 port & stbd, 4 port & stbd, the After Peak and the Fore Peak = a significant size job. It looks like the vessel will now be coming in in October sometime which means if she does it will block out most of October and November. Dick, on numerous occasions has said that W.S.I. will not under any circumstances get a Keystone Ship doing to the way they write their specifications. That would leave Cascade and NW as the contender for this ship.

This gets back to the meeting that Bill is going to have with Dick on September 10th. You must convince Dick that NW needs to bid the Atigun Pass and that you think you can do a better all around job than W.S.I. and Cascade. If you can convince Dick to take your bid seriously, STAGE/BLAST, Inc. will be able to give that division the edge in dollars and days just because of what and how we are setting up with our people. We can virtually take all of the key people out of the Blasting and Coating Industry with a phone call. We have everyone lined up from the Gulf to the East Coast to the West Coast to come and join us on a moments notice and we've already done that over the last couple of weeks. We've been able to pull people from all over the place, even for only a few day's work because they would rather come to work for me than for Sipco or anyone else. We'll also pretty much be able to clean out Diamond K once we get up and running with our blasting and coating operation.

That's where we stand with what's going on with the Keystone Canyon, the Golden Gate, and W.S.I. and Cascade. The only other thing I'd like to add is that when you do meet with Dick on the 10th, it's a golden opportunity to bring up the mid-body situation and move forward with that.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CASCADE GENERAL, INC. an Oregon corporation, Plaintiff, v. PORT OF PORTLAND, a municipal corporation of the State of Oregon; NORTHWEST MARINE IRON WORKS, an Oregon corporation. Defendants.	NO. A8906-03216 COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES (Unconstitutional, Discriminatory Rate Preferences; Contract Violations) JURY TRIAL DEMANDED (Not Subject to Arbitration)

Plaintiff alleges:

1.

Plaintiff is and was at all material times a duly organized and existing Oregon corporation engaged in the ship repair business in Portland, Oregon.

2.

Defendant Port of Portland ("Port") is and was at all material times a duly organized and existing public municipal corporation and a special district governmental body of the State of Oregon exercising governmental powers and authority.

3.

Northwest Marine Iron Works, Inc. ("Northwest") is and was at all material times a duly organized and existing Oregon corporation engaged in the ship repair business in Portland, Oregon, in direct competition with plaintiff.

GARRY P. MCMURRY
ATTORNEY AT LAW
435 BENJ. FRANKLIN PLAZA
ONE S.W. COLUMBIA STREET
PORTLAND, OREGON 97258
TELEPHONE: (503) 228-6515

SI039196
NWMAR138552

4.

The Port owns Swan Island Ship Repair Yard, which consists of piers, wharves, dry docks and ship berths, together with cranes and associated buildings, equipment and utility systems (collectively hereafter referred to as the "Portland Ship Repair Yard").

5.

The Port owns the only major ship repair yard in Oregon capable of drydocking ocean-going vessels and barges in excess of 3,000 gross registered tons. It is not possible to conduct a major ship repair business in Portland, Oregon, without the use of the Portland Ship Repair Yard. The Port regularly leases the Portland Ship Repair Yard to ship repair businesses doing business in Portland, Oregon.

6.

At all material times there were, and are now, no more than three companies, including plaintiff, engaged in the ship repair business of oceangoing vessels in Portland. The companies other than plaintiff are : Northwest and West States, Inc. Each of the three above-named companies use the Portland Ship Repair Yard in common. Each of the companies is party with the Port to a Ship Repair Yard Use Agreement, which provides in part at Section 8.13 as follows:

> "Section 8.13 - Favored Nations: The Port agrees that it will not set more favorable terms and conditions for any other Contractor for comparable rights at the PSRY [Portland Ship Repair Yard] than those being set for Contractor hereunder (except for the effective date hereof)."

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7.

The Port has demanded from plaintiff, and plaintiff has paid to the Port in a timely manner, all charges owing to the Port for the use of the Portland Ship Repair Yard and related facilities.

8.

Prior to March 1987, Northwest was indebted to the Port in the approximate amount of $3,700,000 on account of sums owing to the Port for the use of the Portland Ship Repair Yard, the exact amount to be proved at trial. At all times prior to March 1987, the Port wrongfully acquiesced in Northwest's non-payment as required by its Use Agreement.

9.

In March 1987, Northwest proposed and the United States Bankruptcy Court for the District of Oregon confirmed a Plan of Reorganization whereby Northwest assumed its Use Agreement with the Port for the Portland Ship Repair Yard, and in order to make arrangements to cure the defaults obligated itself to repay the delinquency owing to the Port in nine annual installments of approximately $455,000, plus interest at 5% per annum.

10.

From March 1987 to March 1989, the Port once again allowed Northwest to occupy and use the Portland Ship Repair Yard without requiring Northwest to pay the Port the full fees and charges coming due under the Use Agreement. Additional delinquencies

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allowed by the Port exceeded $1,762,000, the exact amount to be proved at trial.

11.

On or about February 1, 1989, Northwest owed to the Port in excess of $5,650,000, of which $2,340,000 was delinquent, causing a default under the Plan of Reorganization.

12.

In February 1989, in order to avoid the appointment of a trustee to manage the business affairs of Northwest the shareholders of Northwest agreed to sell all of the shares in Northwest to Southwest Marine, Inc., a California corporation, for $100 and other contingent consideration described below. The fair market value of the capital assets of Northwest, without consideration for goodwill or the value of work or bids in progress, exceeds $33,000,00.

13.

In partial consideration for the purchase of all of the shares, Southwest Marine agreed to some, but not all, of the debts of Northwest. Among the debts which Southwest refused to assume was the $5,462,000 obligation owed to the Port.

14.

In February and March 1989, executive officials of the Port agreed in private with Northwest to recommend to the Board of Commissioners of the Port that the Port forgive and discharge the

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obligations owed to the Port in order to facilitate the purchase of the shares of Northwest by Southwest Marine.

15.

On or about March 29, 1989, the president of the Port issued public notice of a special meeting of the Board of Commissioners to be held at 8:00 a.m. on April 5, 1989. The true purpose of the special meeting was to obtain forgiveness from the Port's Board of substantially all of the obligation of Northwest to the Port. The announced purpose of the special meeting was to consider the "Proposed Acquisition of Northwest Marine Iron Works by Southwest Marine, Inc." The public announcement did not disclose that the Port intended to forgive and discharge most or all of the obligation of Northwest to the Port.

16.

On April 5, 1989, the Board of Commissioners of the Port approved the forgiveness and discharge described above, thereby increasing the shareholders' equity of Northwest in an amount not less than $4,650,000.

17.

In March 1989, in order to gain a competitive advantage over plaintiff, Northwest tendered $2,250,000 for the purchase of approximately 33% of the outstanding shares of plaintiff. Said offer was known to officials and commissioners of the Port. In the absence of the debt forgiveness agreed to by the Port, North-

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west would not have the financial capacity to attempt to purchase of any shares of plaintiff.

18.

First Interstate Bank of Oregon ("FIOR") is a secured creditor of Northwest. From March 1987 to February 1989, Northwest repaid $4,500,000 in principal repayments to FIOR, plus additional substantial interest in an amount not yet known to plaintiff. In connection with the purchase of the shares of Northwest by Southwest Marine, Northwest has agreed to pay FIOR more than 60% of the remaining debt owed to FIOR by Northwest. At the same time, however, the Board of Commissioners of the Port approved an agreement with Northwest by which the Port will receive less and 9% of the obligations owed by Northwest to the Port. The Port thereby surrendered obligations owing to itself for the benefit of creditors whose priority for payment was less than that of the Port.

FIRST CLAIM FOR RELIEF

19.

Plaintiff realleges paragraphs 1 - 18 above.

20.

The concessions and forgiveness of Northwest use charges by the Port is arbitrary and capricious and results in preferential treatment of Northwest and discriminatory treatment of plaintiff in violation of Section 20, Article I, of the Oregon Constitution.

/ / / / /

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SECOND CLAIM FOR RELIEF

21.

Plaintiff realleges paragraphs 1 - 18 above.

22.

The concessions and forgiveness of Northwest use charges by the Port is aid to a corporation by an Oregon municipal corporation in violation of Section 9, Article XI, of the Oregon Constitution.

THIRD CLAIM FOR RELIEF

23.

Plaintiff realleges paragraphs 1 - 18 above.

24.

The concessions and forgiveness of Northwest use charges is invalid and void for all of the following reasons:

a) The forgiveness was considered and adopted at a special meeting without lawful public notice, in violation of ORS 192.640 and of the Bylaws of the Port.

b) The Board of Commissioners of the Port have no lawful authority to forgive and release obligations owing to the Port.

c) The forgiveness was considered at a private meeting of the Board from which the public was unlawfully excluded, in violation of ORS 192.630.

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d) The Board of Commissioners adopted a debt-forgiveness scheme without benefit of independent legal advice, contrary to law.

FOURTH CLAIM FOR RELIEF

25.

Plaintiff realleges paragraphs 1 - 24 above.

26.

Upon relief being granted plaintiff upon its First, Second or Third Claim for Relief, plaintiff is entitled to its reasonable attorney's fees and expenses pursuant to ORS 182.090.

FIFTH CLAIM FOR RELIEF

IN THE ALTERNATIVE

27.

Plaintiff realleges paragraphs 1 - 18 above.

28.

In the event this Court determines the actions of the Port to be lawfully taken, then the Port has breached its Ship Repair Yard Use Agreement with plaintiff by failing and refusing to set for plaintiff similar concessions and forgiveness of obligations.

29.

In order to equalize application of the terms and conditions of its Use Agreement with plaintiff, pursuant to Section 8.13 thereof, defendant is required to pay an equitable adjustment in cash to plaintiff measured by the net debt forgiveness granted to Northwest in ratio to the Port's total billings to Northwest for

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the period of arrearage to April 1989. That percentage of debt forgiveness should then be applied against plaintiff's total billings from the Port for a like percentage forgiveness, resulting in an equitable adjustment of approximately $2,618,000, the exact amount to be proved at trial.

30.

The Port's forgiveness of debt in violation of Section 8.13 to Northwest made possible Northwest's attempted purchase of 33% of plaintiff's stock at a purchase price of $2,250,000, far in excess of its book value, thereby giving Northwest access to plaintiff's books and records and entitlement to dividends of plaintiff with the result that Northwest would become the dominant and contracting ship repair company in Portland, Oregon to plaintiff's damage in an amount to be proved at the time of trial.

31.

Pursuant to Section 8.09 of the Use Agreement, in any action brought to enforce compliance with or for failure to observe the Use Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees.

WHEREFORE, plaintiff prays for the following relief:

1. A declaration and decree on plaintiff's First, Second, Third and Fourth Claims for Relief declaring that the concessions and forgiveness granted by the Port to Northwest is unlawful and void, and directing the Port to reinstate the obligations of

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Northwest and for such other relief, including reasonable costs and attorney fees to plaintiff, as may be just.

2. In the alternative, plaintiff prays for a judgment on its Fifth Claim for Relief against the Port for breach of the Use Agreement in the approximate amount of $2,618,000 equitable adjustment and for such additional damages as plaintiff shall prove at the time of trial, plus plaintiff's reasonable costs and attorney fees incurred herein.

3. For such other relief as the Court shall deem just.

/s/ Garry P. McMurry
Garry P. McMurry, OSB # 58062
Attorney for Plaintiff

KELL, ALTERMAN & RUNSTEIN

/s/ Ted E. Runstein
Ted E. Runstein, OSB #66105
Attorney for Plaintiff

Trial Attorneys:
Garry P. McMurry, OSB #58062
Ted E. Runstein, OSB #66105

Plaintiff's Tax Identification No.: 93-0956534

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COMMAND

NORMARINE PTL

EASYLINK 9785814A001 25APR89 18:24/18:24 EST
FROM: TLX 556851 DSR PTL
CASCADE GENERAL INC
TO: 9104646107

APRIL 25, 1989

VIA TELEGRAM

TO: PORT OF PORTLAND - MR. ROBERT WOODELL
SOUTHWEST MARINE - MR. ARTHUR ENGELL
NORTHWEST MARINE IRON WORKS - MR. BILL ZAVIN
SAIF CORPORATION - MR. STAN LONG

PLEASE TAKE NOTICE THAT CASCADE GENERAL OBJECTS TO THE DEBT SETTLEMENT AGREEMENTS GIVEN IN ORDER TO FACILITATE THE PURCHASE OF NORTHWEST MARINE BY SOUTHWEST.

THE PORT HAS NO AUTHORITY TO FORGIVE UNDISPUTED INDEBTEDNESS FOR PAST SERVICES. THE FORGIVENESS FOR THE REASONS STATED BY THE PORT AND SAIF IS PROHIBITED BY THE OREGON CONSTITUTION AND OREGON STATUTE. THE FORGIVENESS ALSO AMOUNTS TO AN IMPROPER CONTRACT PREFERENCE, IN VIOLATION OF EXISTING USE AGREEMENTS FOR THE SHIPYARD.

CASCADE GENERAL INTENDS TO PURSUE ALL AVAILABLE REMEDIES BY APPROPRIATE PROCEDURE; IT DOES NOT INTEND TO WAIVE ANY OF ITS CLAIMS ARISING OUT OF THE CIRCUMSTANCES. ANY ACTION YOU TAKE IN THE MEANTIME SHALL BE AT YOUR OWN RISK.

MMMM

NORMARINE PTL

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NORMARINE PTL

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CLIENT COPY

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CASCADE GENERAL, INC., an Oregon corporation, Plaintiff, v. PORT OF PORTLAND, a municipal corporation of the State of Oregon; NORTHWEST MARINE IRON WORKS, an Oregon corporation, Defendants.	No. A8906-03216 DEFENDANT NORTHWEST MARINE IRON WORKS' MEMORANDUM IN OPPOSITION TO PLAINTIFF'S CROSS-MOTION FOR SUMMARY JUDGMENT

Defendant Northwest Marine joins in the excellent brief filed by the Port of Portland in support of Defendants' Motion for Summary Judgment and in Opposition to Plaintiff's Cross-Motion for Summary Judgment. Northwest Marine submits this brief memorandum to address fundamental errors in Cascade General's cross-motion. Northwest Marine has attached the Affidavit of William H. Zavin, II. Mr. Zavin currently is Senior Vice President of Southwest Marine and Northwest Marine, and was President of Northwest Marine at all material times.

Cascade General repeatedly suggests to the Court a dual falsehood: (1) that the Port of Portland "subsidized" Northwest Marine prior to Southwest Marine's acquisition in April of 1989, and (2) that the Port "allowed Northwest Marine to use Port facilities for years without payment . . ." (Plaintiff's Memoranda at 1, 30 and 32.) The true facts are simple and

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uncontradicted[1].

Prior to Northwest Marine's filing of a Chapter 11 bankruptcy petition on October 29, 1986, the company had fallen delinquent in its attempt to pay $100,000 per week to the Port of Portland. Northwest Marine was not able to remain current on its accounts payable and Cascade General has cited no evidence to the contrary. Northwest Marine attempted to reorganize under the protection of the Bankruptcy Court. Its reorganization plan was approved on March 20, 1987. Northwest Marine paid its current obligations to the Port on a weekly basis from the filing of the petition through the approval of the plan. Northwest Marine continued to make weekly payments to the Port of Portland from the time the plan was approved through its acquisition by Southwest Marine. Cascade General has cited no evidence to the contrary.

Unfortunately, an event beyond Northwest Marine's control triggered a severe cash flow problem which prevented Northwest Marine from remaining current with the Port under the reorganization plan, although the company continued to make weekly payments. The problem in brief was the U.S. Department of Navy's failure to release approximately $3 million in retention on the USS *Paul Foster* repair job performed by Northwest Marine in 1987 and 1988.

From the time of Northwest Marine's filing of the

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[1] All factual assertions herein are supported by Zavin's Affidavit.

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bankruptcy petition until its acquisition by Southwest Marine in April of 1989, Northwest Marine paid to the Port of Portland $13,211,645. In the thirteen months since the acquisition, Northwest Marine has paid to the Port of Portland $7,166,345. In other words, there is no evidence that Northwest Marine used Port facilities free of charge or without making payments. Instead, Northwest Marine consistently paid the Port to the extent allowed by its financial distress.

In the first three months of 1989 it is undisputed and inescapable that Northwest Marine would have to terminate operations and liquidate due to its severe cash flow problems. The company had searched for years for additional financing but had reached the end of its rope prior to Southwest Marine's purchase. This is a commonly known fact. When Southwest Marine acquired Northwest Marine, Northwest Marine's secured debt greatly exceeded the reasonable value of its assets. There was no prospect that the Port of Portland would receive any compensation upon liquidation. Cascade General has never disputed this fact and has produced no evidence to the contrary.

The acquisition by Southwest Marine provided Northwest Marine with its only opportunity to survive and to continue to generate revenues for the Port of Portland. No one disputes that Southwest Marine conditioned its acquisition on the reduction of debt, including the Port of Portland's. It is also undisputed that Northwest Marine's creditors, including the Port of Portland, conditioned any debt settlement agreement on Northwest

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Marine's shareholders receiving a sum total of $100 for their stock. This also occurred.

None of these events violated the favored nation clause in the Port's Use Agreement. Mr. Zavin negotiated these terms in 1985 and has testified that they applied to the contractual terms or conditions in any operating agreement or tariff the Port entered into with new contractors. There was no intent that the clause prevent the Port and any contractor from maintaining a relationship in times of financial distress or under the protection of the Bankruptcy Court.

CONCLUSION

Cascade General tries to stir up a political cloud by suggesting that Portland-area taxpayers have subsidized Northwest Marine for years. There is no evidence whatsoever to support this charge and, in fact, Cascade General's argument fails of its own weight. The Port of Portland took the only step available to it to preserve the possibility of reducing taxpayer liability on the Port of Portland drydock bond. The Port took action to enable a competitive ship yard to remain in business and Northwest Marine has generated revenues for the Port of $7,166,345 since the Southwest Marine acquisition. In the event of Northwest Marine's liquidation, of course, the alternative would have been zero revenue. Cascade General's specious argument suggests that the Port had an alternative (prior to Southwest Marine's acquisition) to compel full payment of outstanding debt by Northwest Marine. In other words, Cascade

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General implies that the Port had a choice of receiving full payment on its debt and elected not to do so. Of course, the only evidence before this Court is that there was no basis in fact or under Northwest Marine's agreements with lending institutions to enable it to remain current in its payments to the Port or to satisfy all outstanding indebtedness.

Cascade General apparently would like the Port of Portland ship repair yard to itself. Cascade General cynically characterizes as hidden and sinister a process that was open, public and in full compliance with the law. Cascade General would have this Court scorn common sense, Oregon law and an undisputed public record. Northwest Marine urges the Court to grant defendants' motion for summary judgment and to deny plaintiff's cross-motion.

TONKON, TORP, GALEN,
MARMADUKE & BOOTH

By _____
Mark L. Cushing; OSB No. 82232
Of Attorneys for Defendant
Northwest Marine Iron Works

Trial Attorney:
Mark L. Cushing

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NWMAR138568

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CASCADE GENERAL, INC., an Oregon corporation, Plaintiff, v. PORT OF PORTLAND, a municipal corporation of the State of Oregon; NORTHWEST MARINE IRON WORKS, an Oregon corporation, Defendants.	No. A8906-03216 AFFIDAVIT OF WILLIAM H. ZAVIN II

STATE OF OREGON)
) ss.
County of Multnomah)

I, WILLIAM H. ZAVIN II, being first duly sworn, depose and say:

1. I am Senior Vice President of Southwest Marine and Northwest Marine, and was President of Northwest Marine at all material times. I have personal knowledge of the facts stated herein and they are all true and correct.

2. Prior to Northwest Marine's filing of a Chapter 11 bankruptcy petition on October 29, 1986, the company had fallen delinquent in its attempt to pay $100,000 per week to the Port of Portland. Northwest Marine was not able to remain current on its accounts payable.

3. Northwest Marine attempted to reorganize under the protection of the Bankruptcy Court. Our reorganization plan was approved on March 20, 1987. Northwest Marine paid its current

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obligations to the Port on a weekly basis from the filing of the petition through the approval of the plan. Northwest Marine continued to make weekly payments to the Port of Portland from the time the plan was approved through its acquisition by Southwest Marine.

4. An event beyond Northwest Marine's control triggered a severe cash flow problem which prevented Northwest Marine from remaining current with the Port under the reorganization plan, although the company continued to make weekly payments. The problem in brief was the U.S. Department of Navy's failure to release approximately $3 million in retention on the USS *Paul Foster* repair job performed by Northwest Marine in 1987 and 1988.

5. From the time of Northwest Marine's filing of the bankruptcy petition until its acquisition by Southwest Marine in April of 1989, Northwest Marine paid to the Port of Portland $13,211,645. In the thirteen months since the acquisition, Northwest Marine has paid to the Port of Portland $7,166,345. Northwest Marine never used Port facilities free of charge or without making payments.

6. In the first three months of 1989 it is inescapable that Northwest Marine would have to terminate operations and liquidate due to its severe cash flow problems. The company had searched for years for additional financing but had reached the end of its rope prior to Southwest Marine's purchase. When Southwest Marine acquired Northwest Marine,

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Northwest Marine's secured debt greatly exceeded the reasonable value of its assets. There was no prospect that the Port of Portland would receive any compensation upon liquidation.

7. The acquisition by Southwest Marine provided Northwest Marine with its only opportunity to survive and to continue to generate revenues for the Port of Portland. Southwest Marine conditioned its acquisition on the reduction of debt, including the Port of Portland's. Northwest Marine's creditors, including the Port of Portland, conditioned any debt settlement agreement on Northwest Marine's shareholders receiving a sum total of $100 for their stock. This also occurred.

8. None of these events violated the favored nation clause in the Port's Use Agreement. I negotiated these terms in 1985. They simply applied to the contractual terms or conditions in any operating agreement or tariff the Port entered into with new contractors. There was no intent that the clause prevent the Port and any contractor from maintaining a relationship in times

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of financial distress or under the protection of the Bankruptcy Court.

DATED June 8, 1990.

/s/
WILLIAM H. ZAVIN II

SUBSCRIBED AND SWORN to before me this ____ day of _____, 1990.

/s/
Notary Public for Oregon
My Commission Expires: _____

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing DEFENDANT NORTHWEST MARINE IRON WORKS' MEMORANDUM IN OPPOSITION TO PLAINTIFF'S CROSS-MOTION FOR SUMMARY JUDGMENT and AFFIDAVIT OF WILLIAM H. ZAVIN II on the following attorneys of record on June 8, 1990 by hand-delivering said attorneys a copy thereof, contained in a sealed envelope, addressed to their last-known address as shown below:

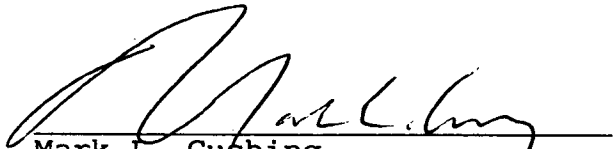
Ms. Katherine G. Georges
Mr. Garry P. McMurry
Attorney at Law
435 Benjamin Franklin Plaza
One SW Columbia Street
Portland, OR 97258

Of Attorney for Plaintiff

Ms. Joan P. Snyder
Mr. Guy A. Randles
Stoel, Rives, Boley,
Jones & Grey
Attorneys at Law
Suite 2300
900 SW Fifth Avenue
Portland, OR 97204-1268

Of Attorneys for Defendant Port of Portland

DATED June 8, 1990.



Mark L. Cushing
Of Attorneys for Plaintiff

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NWMAR138573

Jim Beale
For TWPO

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

MEMORANDUM

August 9, 1989

TO: Rich Brown

FROM: Bill Zavin

SUBJECT: Cruise Ship Terminal Opportunity

Background: In the last six years, the number of shipyard workers on the West Coast of the United States employed in the private sector has declined by 75%. The population decline has gone from 31,000 people in 1982 to 8,500 in 1988. This is due to a very significant decline in the number of ships available for overhaul and repair. This is due to the drastic reduction of a viable working merchant marine for our country. Subsidized foreign carriers have assumed total responsibility for carrying our goods overseas. The same is, of course, true for goods which are imported. The Jones Act Ships are our remaining domestic fleet.

There has been one notable exception to the above precipitous decline, the cruise ship operations. This market has exploded in the Eastern Pacific due to the political instability around the Mediterranean and the additional amount of terrorist activity in other foreign waters. This growing market is currently doubling in capacity because many of the world's operators are building bigger, newer, larger vessels to work the water surrounding the United States. These vessels will ultimately require repairs, overhaul and modernization.

As you know, Northwest Marine has excelled in this relatively small market in the recent past. Our company intends to lead the way in garnering more of this labor intensive business. We are certain that if we were to create a cruise terminal in Portland, it would have a very positive two-fold impact on the local economy.

The first positive effect would follow from the increased amount of employment that would surround a new center of commerce in the City of Portland. A cruise ship terminal, while relatively inexpensive to construct, operate and maintain, creates many new good paying jobs. Because these ships are usually international in scope, there are always customs operations, which are affiliated with a cruise ship terminal, but also there are tourist shops and other support business which follow the tens of thousands of passengers which would pass through such a terminal in a years time. This additional commerce, in itself, creates many new jobs as well as the people who are newly employed in these undertakings create new jobs as they spend their incomes locally.

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Besides enhancing employment in the local area and its attendant natural increase in the level of demand for housing and other support services, there is a very strong downstream effect in which we are very interested. If Portland became a regular point of embarkation and debarkation, and/or a port of call for cruise ships, we would be able to, over a short period of time, develop a way to program cruise ship operating schedules so that on points in their itinerary when they would come to Portland, they could plan in advance for their scheduled maintenance availability which would be done in our ship repair yard.

It is this opportunity that is the ultimate goal which we seek. These manpower intensive projects are of relative short duration, but they can be planned well in advance and as the region's reputation grows for the type of work which we perform on these vessels, more and more operators will be scheduling their maintenance through here.

This is the general basis which underlies our request that you consider this particular undertaking as a very significant positive step toward economic development not only for the ship repair yard, but also for the local business community.

Please feel free to call me as questions develop.

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FIELD SURVEY Date 24/MAY/1988

This is to certify that the Undersigned have this day held survey upon the SS CONSTITUTION, 20,267 Registered Gross Tons of HONOLULU official # 262027

Owners: AMERICAN HAWAII CRUISE LINE

as the vessel lay DRY ON THE BLOCKS IN #4 D.D PORTLAND

to ascertain the nature and extent of damage and to recommend repairs.

FOUND	RECOMMENDED
1/ STARBOARD BOTTOM. AFT PART OF KEEL PLATE FK4 TOGETHER WITH FORWARD PART OF KEEL PLATE FK8 HEAVILY SET UP. 'A' STRAKE PLATE A8 AND A9, 'B' STRAKE PLATES B5 B8, B9 & B10, 'C' STRAKE PLATES C3, C8 AND C9, 'D' STRAKE PLATES D4 & D5, 'E' STRAKE PLATE E3 AND 'F' STRAKE PLATE F10 HEAVILY SET UP AT VARIOUS LOCATIONS AND NUMEROUS RIVETS IN WAY OF LAP JOINTS BROKEN, DISPLACED AND LEAKING, WITH LAP JOINT DISPLACED UP TO "¼". FORWARD A-5' of BILGE KEEL TORN AWAY, VARIOUSLY DISTORTED. THE FOREGOING IS IN WAY OF BALLAST WATER TANKS # 4 STB, 5 STB INNER AND 6 STB OUTER.	1/ STARBOARD BOTTOM. KEEL PLATES FK9 AND FK8 TO CROP AND PART RENEW WITH SINGLE INSERT BETWEEN FRAME LOCATIONS 75 1/4 AND 82 1/4 APPROXIMATELY 21'-00" x 4'-08" x 48.5# REDUNDANT RIVET HOLES TO PLUG WELD 'A' STRAKE #A8 PLATE TO CROP AND RENEW BETWEEN EXISTING BUTTS AT FRAME LOCATIONS 75 1/4 AND 85 1/4 APPROXIMATELY 30'-00" x 9'-00" x 34.5# 'A' STRAKE PLETE A7 FORWARD PART TO CROP AND PART RENEW BETWEEN FRAME LOCATIONS 85 1/4 AND 89 3/4 APPROXIMATELY 16'-00" x 9'-00" x 34.5# 'A' STRAKE PLATE A9 AFT OUTBOARD PART TO CROP AND PART RENEW BETWEEN FRAME LOCATIONS 11 1/2 AND 95 1/4 APPROXIMATELY 6'-00" x 3'-00" x 34.5# NOTE FORWARD INBOARD CORNER OF INSERT PLATE TO BE WELL RADIUSED.

SI039316
NWMAR138576

FOUND	RECOMMENDED
	'B' STRAKE PLATE B8 AFTER PART TO CROP AND RENEW BETWEEN FRAME: 80 1/4 AND 85 1/4 APPROXIMATELY 13'-06" x 7'-09" x 34.5#
	'B' STRAKE PLATE B9 FORWARD PART TO CROP AND PART RENEW BETWEEN FRAMES 85 1/4 AND 89 3/4 APPROXIMATELY 16'-00" x 7'-09" x 34.5#
	'B' STRAKE PLATE B10 FORWARD PART TO CROP AND PART RENEW BETWEEN FRAMES 95 1/4 AND 101 3/4 APPROXIMATELY 15'-06" x 7'-09" x 34.5#
	UPPER PART OF B STRAKE PLATE B5 TOGETHER WITH [illegible] TO CROP AND PART RENEW
	'C' STRAKE PLATE C8 FORWARD INBOARD PART TO CROP AND PART RENEW BETWEEN FRAMES 95 1/4 AND 101 3/4 APPROXIMATELY 15'-06" x 3'-00" x 34.5#
	'C' STRAKE PLATE C8 AFT INBOARD TOGETHER WITH FORWARD OUTBOARD PART PART OF PLATE C9 TO CROP AND PART RENEW WITH SINGLE INSERT BETWEEN FRAMES 101 3/4 AND 106 3/4 APPROXIMATELY 9'-06" x 4'-02"
	'D' STRAKE AFTER PART OF PLATE D4 TOGETHER WITH FORWARD PART OF D5 TO CROP AND PART RENEW WITH SINGLE INSERT BETWEEN FRAMES 101 3/4 AND 106 3/4 APPROXIMATELY 9'-06" x 7'-09" x 34.5#

SI039317
NWMAR138577

FOUND	RECOMMENDED
	'E' STRAKE PLATE E3 FORWARD UPPER PART TO CROP AND PART RENEW BETWEEN FRAMES 105¼ AND 111½ APPROXIMATELY 20'-00" × 4'-02" × 34.5# SHAPED.
	F STRAKE PLATE F11 FORWARD LOWER PART TO CROP AND PART RENEW BETWEEN FRAMES 105¼ AND 111½ APPROXIMATELY 20'-00" × 4'-03" × 34.5# SHAPED.
	'B' STRAKE PLATE B5 UPPER PART TO CROP AND PART RENEW BETWEEN EXISTING BUTTS IN FRAMES 42¼ AND 54¼ APPROXIMATELY 29'-00" × 29" × 16" × 34.5#
	C STRAKE PLATE C3 LOWER PART TO CROP AND PART RENEW BETWEEN EXISTING BUTTS AT FRAMES 42¼ AND 54"4 APPROXIMATELY 29'-00" × 27" × 17" × 34.5#
	Nos FORWARD PART OF BILGE KEEL TO RENEW OVER AN ESTIMATED LENGTH OF 45'
	PARAVANE SKEG TO RENEW APPROXIMATELY 5'-00' × 7'-00' × 2"
	Nos 4 STB, 5 STB INNER AND 6 STB OUTER DOUBLE BOTTOM BALLAST TANKS TO DRAIN, OPEN AND MADE READY FOR INSPECTION AND INTERNALS REPAIRED AS THEN RECOMMENDED.

SI039318
NWMAR138578

BEGAN

FOUND	RECOMMENDED
STARBOARD SIDE	
2, UPPER PART of PLATE F 5 TOGETHER WITH LOWER PART OF PLATES G 5 AND G 6 VARIOUSLY SET IN. TOGETHER WITH INTERNALS IN WAY OF Nº 2 LOWER HOLD.	2, 'F' STRAKE PLATE F 5 UPPER PART TO CROP AND PART RENEW BETWEEN EXISTING BUTTS AT FRAMES 44 1/4 AND 56 1/4 APPROXIMATELY 30'-06" X 3'-08" X 34.5 ft 'G' STRAKE PLATES G 5 AND G 6 LOWER PART TO CROP AND RENEW BETWEEN FRAMES 52 1/2 AND 60 1/2 APPROXIMATELY 30'-00" X 3'-00" X 31 ft MAIN FRAMES AT LOCATIONS 44, 45 AND 46 LOWER PART TO CROP AND PART RENEW EACH APPROXIMATELY 6'-00" X 11" X 3 1/2" X 1 1/2" A.B. MAIN FRAME AT LOCATIONS 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 TO RENEW EACH APPROXIMATELY 10'-09" X 11" X 3 1/2" X 1/2" A.B. BEAM KNEE AT FRAMES 47 TO 62 INCL TO RENEW FAIR AND REFIT. BEAMS AT FRAMES 51 TO 62 INCL OUTBOARD 3' TO HEAT AND FAIR IN PLACE

SI039319
NWMAR138579

FOUND	RECOMMENDED
PORT BOTTOM	
3/ FORWARD PART OF KEEL PLATE FK5, AFTER PART OF KEEL PLATE FK5 AND FORWARD PART OF KEEL PLATE FK6 VARIOUSLY SET UP. 'A' STRAKE PLATES A4, A5, A6 & A7 TOGETHER WITH 'B' STRAKE PLATES B6 AND B7 VARIOUSLY SET UP, ~~STRAKE~~ TOGETHER WITH INTERNALS IN WAY. ALL IN WAY OF Nos 1, 2 & 3 PORT DOUBLE BOTTOM BALLAST TANKS. NOTE No 3 DOUBLE BOTTOM BALLAST TANKS REPORTED TO CONTAIN 278 TONS OF P.S. SION BALLAST IN EACH OF THE PORT AND STARBOARD TANKS.	3/ KEEL PLATE FK5 FORWARD PART TO CROP AND PART RENEW BETWEEN FRAMES 45 1/4 AND 49 3/4 APPROXIMATELY 9'-04" x 4'-08" x 48.5#
	AFT PART OF KEEL PLATE FK5 TOGETHER WITH FORWARD PART OF KEEL PLATE FK6 TO CROP AND PART RENEW WITH SINGLE INSERT BETWEEN FRAMES 55 1/2 AND 59 3/4 APPROXIMATELY 12'-00" x 4'-08" x 48.5#
	'A' STRAKE PLATE A4 FORWARD PART TO CROP AND PART RENEW BETWEEN FRAMED 34 1/2 AND 39 3/4 APPROXIMATELY 20'-06" x 9'-00" x 34.5#
	A STRAKE PLATE A5 AFTER PART TO CROP AND PART RENEW BETWEEN FRAMES 49 3/4 AND 54 1/4 APPROXIMATELY 12'-06" x 9'-00" x 34.5#
	'A' STRAKE PLATE A6 TO RENEW BETWEEN EXISTING BUTTS AT FRAMES 58 3/4 AND 65 1/4 APPROXIMATELY 20'-06" x 9'-00" x 34.5#
	'A' STRAKE PLATE A7 FORWARD PART TO CROP AND ~~PART~~ RENEW BETWEEN BUTTS AT FRAMES 65 1/4 AND 75 1/4 APPROXIMATELY 28'-06" x 9'-00" x 34.5#
'A' STRAKE PLATE A8 TO CROP AND PART RENEW BETWEEN FRAMES 75 1/4 AND 78 1/4 APPROXIMATELY 9'-00" x 9'-00" x 34.5#	
	'B' STRAKE PLATE B6 AFTER PART TO CROP AND PART RENEW BETWEEN FRAMES 63 1/2 AND 65 1/2 APPROXIMATELY 6'-00" x 9'-00" x 34.5#

SI03932
NWMAR138580

FOUND	RECOMMENDED
	'B' STRAKE PLATE B7 FORWARD INBOARD PART TO CROP AND PART RENEW BETWEEN FRAMES 65½ AND 69½ APPROXIMATELY 12'-00" x 3'-00" x 34.5 ℔ NOTE AFT OUTER CORNER OF INSERT PLATE TO BE WELL RADIUSED.
	Nº 1, 2 & 3 PORT BALLAST TANKS TO BE DRAINED, OPENED AND MADE READY FOR INSPECTION AND INTERNALS TO BE REPAIRED AS THEN RECOMMENDED

GENERAL NOTES

(A) DRYDOCKING

Necessary drydocking to effect the foregoing repairs to be provided such to include necessary blocking and cribbing.

(B) TUGBOATS

Necessary services of towboats to assist the vessel to and from the repair facility and on and off drydock to be provided.

(C) LINE HANDLING AND GANGWAYS

Services of the necessary trades together with equipment and material to make fast and release the vessel's lines and place and remove access gangways to be provided.

(D) CHEMIST

Necessary services of a chemist to certify the vessel clean and gas free - safe for personnel and fire to be provided, such to include necessary subsequent visits.

(E) CLEANING AND GAS FREEING

Services of the necessary labor, material and equipment to clean and gas free the vessel to be provided, such to include any compartment inertion that may be implemented.

(F) SERVICES

Services of the necessary trades, together with material and equipment to connect, disconnect and/or supply the following services to be provided:

(1) Shore Power
(2) Shore Steam
(3) Fire Lines
(4) Fresh Water
(5) Circulating Water
(6) Garbage Removal
(7) Watchmen
(8) Telephones
( )
( )
( )

(G) SEWAGE CHUTES

Services of the necessary trades together with material and equipment to connect and disconnect sewage chutes in drydock to be provided.

(H) REMOVALS AND REPLACEMENTS

Services of the necessary trades together with material and equipment to remove and subsequently replace all obstructions in way of the subject repairs to be provided, such to include keel and side blocks.

(I) LIGHTING AND VENTILATION

Services of the necessary trades together with material and equipment to supply and maintain temporary lighting and ventilation to be provided.

(J) STAGING

Services of the necessary trades together with material and equipment to erect, shift and remove staging required to effect the subject repairs to be provided.

GENERAL NOTES, Cont.

(K) TESTING

Services of the necessary trades together with material and equipment to test and prove the foregoing repairs in accordance with the Rules of the Classification and Government bodies to be provided.

(L) COATING

Services of the necessary trades together with material and equipment to recoat all new and disturbed material to be provided.

( )

( )

( )

( )

( )

( )

( )

Survey made without prejudice.

MR. P. DAVIS _____ Representing Owners

_____ Representing U.S. Salvage Assoc.

_____ Representing Contractor

MR D.G. GRANGER _____ Representing The Salvage Association

ALLEGATION

DAMAGE ALLEGED AS RESULT OF M/V VESSEL MAKING CONTACT WITH EAST BREAKWATER KAHULUI MAUI, HAWAII AT APPROXIMATELY 18:15 HOURS (H.S.T) ON 14TH MARCH 1988 WHILST MANEOUVERING TO DEPART ON PASSAGE TO HILO, HAWAII

SOUTHWEST MARINE, INC.

MEMORANDUM

To: Bill Zavin

From: Dick Camacho RDC

Date: August 8, 1989

Subject: Drydocking of SS Constitution

1. During my visit last week with American Hawaii Cruise Lines, Mr. Peter Bianci the V.P. in charge of the Honolulu office advised me that he was interested in getting us to quote on the January 1990 drydocking of CONSTITUTION. The scheduled planned for this work is as follows:

06 JANUARY 1990	Depart Honolulu
11 JANUARY 1990	Drydock
02 FEBRUARY 1990	Undock
03 FEBRUARY 1990	Sail for Honolulu

The major work which drives the longer than normal drydock period, is the replacement of hull plating and repairs of internals necessitate by damage sustained during their local operations. As I understand it, they are at the time limit allowed by the Coast Guard and cannot defer this work any longer. Attached are some estimates for your information. I was told that the hull repairs were being funded by their insurance company who was aware of the magnitude of the estimated repair cost.

As soon as we are prepared to pursue this market let me know and I'll help in anyway I can.

GENERAL SERVICES / DRYDOCKING

S/S CONSTITUTION

1. Drydocking		
(1) Lift		$ 6,892.00
(19) Lay		$ 107,844.00
Blocks/Dock/Undock		$ 9,800.00
		$ 124,536.00
2. Services		
A. Berthage		
B. Shore Power Hook-Up/Disconnect		$ 1,680.00
Port Costs		$ 18,000.00
		$ 19,680.00
C. Line Handlers		$ 3,360.00
D. Gangway		$ 3,360.00
E. Fire Protection		$ 1,680.00
F. Tugs/Pilots		$ 12,000.00
G. Security Guard		$ 9,600.00
H. Telephone		$ 3,620.00
		$ 33,620.00
I. Steam Hook-Up/Disconnect		$ 1,680.00
Port Costs		$ 5,400.00
		$ 7,080.00
J. Compressed Air Hook-Up/Disconnect		$ 1,120.00
Port Costs		$ 2,500.00
		$ 3,620.00
K. Fresh Water Hook-Up/Disconnect		$ 1,120.00
Port Costs		$ 2,500.00
		$ 3,620.00
L. Sewage Hook-Up/Disconnect		$ 1,680.00
Disposal		$ 2,500.00
		$ 4,180.00
M. Garbage Disposal		$ 7,600.00
N. Sanitary Facilities		$ 4,180.00
O. Oily Bilge Disposal Hook-Up/Disconnect		$ 2,240.00
Port Costs		$ 3,000.00
		$ 5,240.00
P. Port Cranes		$ 32,400.00
Total Amount Port of Portland	**$190,836.00**	
Total Amount Cascade General, Inc.	**$ 54,920.00**	
User Fees on Cascade General, Inc.	**$ 3,130.00**	
TOTAL AMOUNT	**$248,886.00**	

S/S CONSTITUTION

BOTTOM DAMAGE
AS PER SURVEY REPORT DATED 3/14/88

1. Plate 42,848 lbs.	$ 284,000.00
2. Internals 4,761 lb.s	$ 44,500.00
3. Remove/Fair/Fit	$ 24,520.00
4. Staging	$ 22,000.00
5. Lights and Ventilation	$ 16,750.00
6. Tank Cleaning	$ 33,000.00
7. Chemist	$ 8,000.00
8. Ballast / Deballast	$ 16,500.00
9. Shifting Blocks	$ 10,000.00
10. Coating	$ 4,700.00
11. Testing	$ 5,410.00
12. Remove/Reinstall Pig Iron Ballast	$ 282,500.00
13. Remove/Reinstall Access Inserts	$ 22,000.00
SUBTOTAL	$ 773,880.00
PREMIUM TIME	$ 104,233.00
PORT USE FEES	$ 50,052.00
BOTTOM DAMAGE TOTAL	$ 928,165.00

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

FOR IMMEDIATE RELEASE

PORTLAND, OR -- Northwest Marine Iron Works and Holland America Lines jointly announced today plans for a $10 million major refurbishing and renovation this fall of the SS Rotterdam, the cruise line's flagship.

Holland-America's J. Lievisse Adriaanse, Vice President-Technical Department, and William Zavin, Senior Vice President of Southwest Marine, Inc., Northwest Marine's parent company, said the refurbishing will be done in less than one month's time. "We have 28 calendar days to complete the project," Zavin said, "and we will be working around the clock to achieve that objective." Work will begin September 9 and must be completed by October 7, so the ship will be ready for the Caribbean cruise season. More than 1000 jobs will be created by the undertaking, Zavin reported.

The work is scheduled to be done during the 762-foot Rotterdam's normally scheduled drydocking at Northwest Marine, and coincides with the 30th anniversary of the vessel's maiden voyage, according to Nicholas G. Calley, Northwest's Manager of Cruise Marketing, who will supervise the refurbishing.

Zavin said "this upgrade will mark the largest project Northwest Marine has ever done on a cruise ship. We've been doing this kind of work since 1979 -- and on more than 20 ships -- but never on a scale as large as this and in such a short time frame."

He added that the company does a great deal of renovation and maintenance on other types of ships, but the time line is much longer.

"Work will go on 24 hours a day, and the end result will demonstrate the skills and talents of the unequalled workforce at Northwest Marine to handle projects of this type," he added.

Renovations on the 38,645 gross-ton Rotterdam will run the full gamut from re-upholstering furniture to replacing bedspreads and curtains to changing carpets to expanding the casino.

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SI039328
NWMAR138587

Technical improvements will include replacement and upgrading of the ship's telephone system; upgrading of the public address system; installation of a bow thruster; overhaul of the stabilizers; replacement of the film projectors in the ship's theater; and the repair of teak decking on the Upper Promenade, Sun and Bridge decks.

Also scheduled is the installation of a new air conditioning system, the addition of new washing machines, and the conversion of the Number 3 Hold Trunk to six additional cabins. All this is in addition to normal drydocking and an underwater survey and repairs, Calley explained.

"There will be very few of the ship's amenities that will not receive attention," Calley reported. "Even the tile work on the swimming pool will be replaced, and in 99 cabins upper/lower berths will be replaced with double beds."

The last drydock event on the Rotterdam was in 1987, but it was not nearly to the extent of the 1989 project, according to Calley.

After the work is completed, the ship will depart Portland October 10 for a three-day cruise to Vancouver, B.C., at which time testing and observation of work just completed will take place. After returning October 13 from Vancouver, the ship will immediately return to that Canadian city to prepare for an October 14 departure on a trans-Panama Canal cruise to Fort Lauderdale, Florida and the start of the Caribbean cruising season.

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For further information contact: Bill Zavin or Nicholas Calley
(503) 285-7557

SI039329
NWMAR138588

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SI039330
NWMAR138589

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SI039333
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SI039334
NWMAR138593

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SI039335
NWMAR138594

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SI039336
NWMAR138595

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For further information contact: Bill Zavin or Nicholas Calley
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SI039337
NWMAR138596

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SI039340
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SI039341
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Holland-America's J. Lievisse Adriaanse, Vice President-Technical Department, and William Zavin, Senior Vice President of Southwest Marine, Inc., Northwest Marine's parent company, said the refurbishing will be done in less than one month's time. "We have 28 calendar days to complete the project," Zavin said, "and we will be working around the clock to achieve that objective." Work will begin September 9 and must be completed by October 7, so the ship will be ready for the Caribbean cruise season. More than 1000 jobs will be created by the undertaking, Zavin reported.

The work is scheduled to be done during the 762-foot Rotterdam's normally scheduled drydocking at Northwest Marine, and coincides with the 30th anniversary of the vessel's maiden voyage, according to Nicholas G. Calley, Northwest's Manager of Cruise Marketing, who will supervise the refurbishing.

Zavin said "this upgrade will mark the largest project Northwest Marine has ever done on a cruise ship. We've been doing this kind of work since 1979 -- and on more than 20 ships -- but never on a scale as large as this and in such a short time frame."

He added that the company does a great deal of renovation and maintenance on other types of ships, but the time line is much longer.

"Work will go on 24 hours a day, and the end result will demonstrate the skills and talents of the unequalled workforce at Northwest Marine to handle projects of this type," he added.

Renovations on the 38,645 gross-ton Rotterdam will run the full gamut from re-upholstering furniture to replacing bedspreads and curtains to changing carpets to expanding the casino.

-more-

SI039354
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Technical improvements will include replacement and upgrading of the ship's telephone system; upgrading of the public address system; installation of a bow thruster; overhaul of the stabilizers; replacement of the film projectors in the ship's theater; and the repair of teak decking on the Upper Promenade, Sun and Bridge decks.

Also scheduled is the installation of a new air conditioning system, the addition of new washing machines, and the conversion of the Number 3 Hold Trunk to six additional cabins. All this is in addition to normal drydocking and an underwater survey and repairs, Calley explained.

"There will be very few of the ship's amenities that will not receive attention," Calley reported. "Even the tile work on the swimming pool will be replaced, and in 99 cabins upper/lower berths will be replaced with double beds."

The last drydock event on the Rotterdam was in 1987, but it was not nearly to the extent of the 1989 project, according to Calley.

After the work is completed, the ship will depart Portland October 10 for a three-day cruise to Vancouver, B.C., at which time testing and observation of work just completed will take place. After returning October 13 from Vancouver, the ship will immediately return to that Canadian city to prepare for an October 14 departure on a trans-Panama Canal cruise to Fort Lauderdale, Florida and the start of the Caribbean cruising season.

-30-

For further information contact: Bill Zavin or Nicholas Calley
(503) 285-7557

SI039355
NWMAR138614

March 13, 1989

(b) (6)

[redacted]

(b) (6)

[redacted]

SI039484
NWMAR138615

CONTRACTS SIGNED IN 1988
FOR THE REPAIR OF COMMERCIAL SHIPS
IN U.S. SHIPYARDS

(January 1, 1988-December 31, 1988)

Type	U.S. Flag Ships		Foreign Flag Ships		MSC Ships	
	No.	Dollars	No.	Dollars	No.	Dollars
Tanker	9	14,538,489			2	7,139,209
Bulk/OBO	1	3,321,333				
Containership	2	2,684,886	1	272,238		
Barge Carrier						
Break Bulk						
Passenger	1	523,500	2	3,034,703		
Other					3	12,698,704

Note: For dollars indicate contract price.
If any of the above ships were conversions, please identify.

SI039497
NWMAR138616

THE LAW OFFICES OF
FOSTER, JONES & DONOVAN
A PROFESSIONAL CORPORATION
CENTERPOINTE 6, SUITE 230
19782 MACARTHUR BOULEVARD
IRVINE, CALIFORNIA 92715
714-833-8893

ROBERT A. FOSTER
PETER B. JONES
BRIAN J. DONOVAN

TELECOPIER
714-833-7555

May 25, 1989

James Beback, Counsel
Supervisor of Shipbuilding,
Conversion and Repair
United States Department of Navy
Seattle, Washington 98115-5003

Dear Mr. Beback:

RE: Northwest Marine Iron Works

Pursuant to our telephone conversation, I enclose a copy of the Debt Settlement Agreement between the Port of Portland, Northwest Marine Iron Works and Southwest Marine. I am advised that the negotiations that led to this agreement began about March 14, 1989.

Yours very truly,

Peter B. Jones

PBJ:lc
Enclosure

SI039498
NWMAR138617

DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is entered into by and between the Port of Portland, a port district organized under the laws of the State of Oregon ("Port"), Northwest Marine Iron Works, a corporation organized under the laws of the State of Oregon ("Northwest"), and Southwest Marine, Inc., a corporation organized under the laws of the State of California ("Southwest").

R E C I T A L S

WHEREAS, the Port and Northwest have entered into a Ship Repair Yard Use Agreement dated July 14, 1982, said use agreement to expire on June 30, 1990 (hereinafter "Use Agreement"); and

WHEREAS, the Port and Northwest have entered into certain lease agreements and permits for lease and use of property within the Portland Ship Repair Yard (hereinafter "Lease Agreements"), a list of said Lease Agreements being attached hereto as Exhibit A; and

WHEREAS, Northwest has been operating under a plan of reorganization ("Plan") pursuant to a Chapter 11 Bankruptcy reorganization; and

WHEREAS, Northwest is delinquent in the payment of certain debt pursuant to the Plan and delinquent in the payment of post-Plan payments to the Port; and

NOW, THEREFORE, in consideration of the foregoing declarations, the parties agree as follows:

1. Southwest and Northwest represent that the terms of the stock purchase are represented in that certain letter of agreement dated February 23, 1989 ("Letter of Agreement"), a copy of which is attached hereto as Exhibit B, as such Letter Agreement has been modified by this Agreement and by certain agreements with Willamette Savings & Loan Association, First Interstate Bank of Oregon, and SAIF.

2. Northwest shall secure from the shareholders an assignment of all amounts to be paid to shareholders pursuant to Paragraph 9 of the Letter Agreement. Northwest shall distribute to the Port 62.5 percent of the payments to be made pursuant to the adjusted profits formula contained in Exhibit C, attached hereto. Southwest shall guarantee payment of $100,000 per year of such payments for each of Northwest's five tax years ending May 31, 1991, 1992, 1993, 1994, and 1995, up to a total of $500,000 of such payments, pursuant to a guarantee agreement executed contemporaneously herewith. All sums paid to the Port pursuant to this paragraph shall reduce the $500,000 limit of Southwest's guarantee, dollar for dollar, and the guarantee shall be returned when the Port has received a total of $500,000 pursuant to this paragraph. On or before the 120th day following the end of each of Northwest's tax years, Southwest shall provide to the Port a calculation sheet showing the calculation of adjusted profit and amounts, if any, due to the Port pursuant to the formula contained in Exhibit C.

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3. The Port shall be entitled to receive the amounts due on Navy settlements from the CUSHING, STORIS, and DULUTH projects as provided in the Second Amended Plan of Reorganization.

4. The payments to the Port under this Settlement Agreement shall be in full satisfaction of the debt obligations. As used herein, "debt obligations" shall mean the obligations of Northwest owed to the Port as of March 28, 1989, however and whenever incurred or created.

5. Upon closing of the purchase of the stock of Northwest by Southwest, Southwest shall obtain and deliver to the Port as beneficiary, a standby irrevocable letter of credit in an amount not less than $1,500,000 that will be available to be drawn on by the Port upon failure of Northwest to pay to the Port on or before the due date, future outstanding obligations arising from the Use Agreement and Lease Agreements after March 28, 1989, said letter of credit to be substantially in the form as attached hereto as Exhibit D. Unless otherwise agreed to by the parties, the Port may draw upon the Letter of Credit for any outstanding obligations arising under the Use Agreement or Lease Agreement that have not been paid within thirty days from the date of the Port's invoice.

6. Northwest and Southwest shall permit the authorized representatives of the Port to inspect and audit all data and records of Northwest and Southwest relating to the calculation, or items

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included in the calculation, of adjusted profits under the Agreement. All financial information reviewed, inspected or audited by the Port is intended to be confidential and exempt from public disclosure. To the extent permitted by law, the Port shall maintain the confidentiality of such information. For the period covered, the Port shall initiate any audit within six months after receiving Southwest's calculation sheet showing the calculation of adjusted profits pursuant to Paragraph 2 of this agreement.

7. In the event the Port notifies Southwest that it does not agree with the calculations of adjusted profits under this Agreement, and the parties cannot mutually agree within 120 days after such notice, then such calculations shall be determined by one arbitrator. After notice by either party to the other party requesting arbitration, the parties shall select one arbitrator agreeable to each party. The arbitrator shall for purposes of arbitration proceedings, apply the rules of the American Arbitration Association but without the intervention or participation of the American Arbitration Association. If the parties fail to select an arbitrator, on application by either party, the arbitrator shall be appointed by the Presiding Judge of the Circuit Court of the State of Oregon, County of Multnomah. Each party shall bear the expense of the appointed arbitrator and all other expenses of conducting the arbitration equally. Each party shall bear its own expenses for witnesses, depositions, and attorneys, if deemed necessary. The arbitration proceedings shall be conducted in Oregon and the arbitrator's decision

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NWMAR138621

and award shall be governed by Oregon Revised Statutes 33.210 and 33.240, except to the extent that those statutes are superseded by the Federal Arbitration Act (9 U.S.C. §1, et. seq.).

8. Northwest represents that as part of the stock purchase agreement by Southwest, payment to creditors pursuant to said agreement is generally as shown on Exhibit E, attached hereto.

9. Northwest will continue to operate under the Use Agreement and Lease Agreements with the Port pursuant to the terms of said agreements, until such time, if any, that they are amended.

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10. The arrangement and settlement of all debt of Northwest as contemplated by this Agreement shall be approved by the U.S. Bankruptcy Court for the District of Oregon.

IN WITNESS HEREOF, the parties have executed this Debt Settlement Agreement this 7 day of APRIL, 1989.

NORTHWEST MARINE IRON WORKS

By _____ President

SOUTHWEST MARINE, INC.

By _____ Vice President

By _____ Secretary

THE PORT OF PORTLAND

By _____ Vice President

By _____ Assistant Secretary

APPROVED AS TO LEGAL SUFFICIENCY

_____ Counsel for The Port of Portland

04/06/89
4231L:12L042

SI039504
NWMAR138623

DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
COUNSEL FOR THE
SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WA 98115

IN REPLY REFER TO:

1 June 1989

Peter B. Jones, Esq.
Foster, Jones & Donovan
Centerpointe 6, Suite 230
19782 MacArthur Boulevard
Irvine, California 92715

Re: Northwest Marine Iron Works

Dear Mr. Jones:

I am in receipt of your letter of May 25, 1989 and its enclosed Debt Settlement Agreement. The language of the agreement only deals directly with Port of Portland fees attaching to the REAs on USS DULUTH, USS CUSHING, and USCGC STORIS which apparently remain immutable. However, any other specifics seem to be governed by an adjusted profits formula in an Exhibit C. Since Exhibit C is so critical, please forward a copy.

Very truly yours,

James D Beback

JAMES D. BEBACK

June __, 1989

via FACSIMILE

James Beback, Counsel
Supervisor of Shipbuilding,
Conversion and Repair
United States Department of Navy
Seattle, Washington 98115-5003

Dear Mr. Beback:

Re: Northwest Marine Iron Works

In response to your letter dated 1 June 1989, this transmits a copy of "Exhibit C".

Yours very truly,

Peter B. Jones

PBJ:lc
Enclosure

EXHIBIT C

ADJUSTED PROFITS FORMULA AND PAYMENT PROVISION

Northwest shall distribute to the Port each year for a period of five years, commencing with the fiscal year beginning June 1, 1990, an aggregate amount equal to 10 percent of Northwest's Adjusted Profit (as defined below); provided, however, that no payments shall be made to the Port pursuant to this provision until Northwest's Adjusted Profit (as defined below) exceeds the greater of (i) 10 percent of the ending average monthly balances of cumulative shareholders' equity in Northwest plus all interest bearing debt, excluding any interest bearing debt owed by Northwest to Southwest or (ii) 10 percent of the fiscal year beginning balances of cumulative shareholders' equity in Northwest plus all interest bearing debt excluding any interest bearing debt owed by Northwest to Southwest ("Southwest's Return"). As used herein "equity" shall not include any preferred stock. In the event that Northwest's Adjusted Profit (as defined below) exceeds Southwest's Return, then the payments shall be calculated only on the amount of Northwest's Adjusted Profit (as defined below) in excess of Southwest's Return. As used in this paragraph, "Northwest's Adjusted Profit" shall mean the amount of Northwest's pre-tax profit determined in accordance with generally accepted accounting principles and the applicable cost accounting standards and principles under the federal government's procurement regulations for work performed by Northwest for the U.S. Department of the Navy ("Cost Standards"), said standards to be consistently applied by the independent certified accountants of Southwest in accordance with its past practice, before deduction for

any federal, state or local income taxes, but after deduction for any payments due for such tax year to the Port under this provision and to SAIF Corporation under the agreement by which SAIF Corporation is to receive a portion of Northwest's Adjusted Profits and an appropriate charge for Southwest's corporate overhead, insurance and other expenses of Southwest which are directly allocable to the operations of Northwest's business on a basis consistent with the practice employed by Southwest with respect to all business units and with the Cost Standards. Northwest's Adjusted Profit shall be calculated on a cumulative basis from year to year deducting any pre-tax loss for any prior tax year during the five-year period described above which loss has not been previously deducted. The payment to the Port, if any, shall be made within one hundred twenty days following the end of each tax year. Payments under this provision shall not in the aggregate exceed $1,000,000. Further, at any time during the term of this payment provision, Southwest shall have the right to terminate its obligation to make such payments upon payment to the Port of the sum of $1,000,000 less any amounts previously paid to the Port pursuant to this provision.

04/06/89
4232L:12L042

SI039510
NWMAR138627

MEMORANDUM

June 5, 1989

Via Telefax

TO: Art Engel

FROM: Bill Zavin

REFERENCES: Attached Memo From Don Nugent and
Serial #3333.567 To SupShip From Don Nugent

The two documents which follow should adequately describe for your use the four segments of revenue not yet received on the USS OKINAWA.

Item One: Retention
Item Two: Earned but unbilled progress

Item Three: Negotiated but not yet modified change orders
Item Four: Open Issues

My greatest concern is that you continue to get commitment for payment on these agreed upon negotiated changes which have yet to be included in the contract price. Don terms these closed issues. My fear is that once these values are included, SupShip will not pay because of the "debt compromise issue" raised by SupShip and DCAA.

If you have any questions, please call.

MEMORANDUM

June 5, 1989

TO: Art Engel

FROM: Don Nugent

SUBJECT: USS OKINAWA - Status of Contract

OPEN ISSUES

A. Excess Fuel Oil Offload and Associated Late Crew Move-Off

The initial submittal for the fuel oil offload was submitted at approximately $1.2 M and resulted in a unilateral for SupShip Seattle in the amount of $400 K. Due to their inter-relationship, the Fuel Oil Offload and Late Crew Move Ashore issues will be resubmitted as one REA with actual data. The asking price should be roughly $946 K. Submittal is dependent upon receipt of computer data from D. Henderson and subsequent analysis for potential by John Jozwick and Nick Castorina.

B. SIPCO Claim

A claim submitted by our subcontractor for tank coatings stating excess millage in tanks, requesting $59,467.00. SupShip still evaluating.

C. Late GFI

This area not yet submitted against by NMIW; estimated at $40 K. No hard evidence to support estimate.

D. Unabsorbed Overhead as Result of Government Responsible Contract Extensions (Eichleay Formula)

This area not yet submitted against by NMIW; estimated at $281,840.00.

E. AGR Challenge

This area not submitted against by NMIW; calculated to be approximately worth $865,047.00 if successful.

F. Items Directed

Government has directed NMIW on several small items during warranty period; estimated to be approximately $10 K in value.

CLOSED ISSUE

During previous two weeks, NMIW and SupShip Seattle have negotiated most remaining outstanding issues (i.e., contract extensions, directed work items during job, constructive changes, etc.). The total value of these negotiations is approximately $1.5 M. SupShip is currently preparing the contract modifications for our signatures and subsequent invoicing of same.

SupShip has stated they will "allow" payment of these invoices in full, less agreed current retention percentage.

June 2, 1989 Serial No. 3333.567

Supervisor of Shipbuilding
Conversion and Repair, USN
7500 Sandpoint Way, N.E.
Seattle, WA 98115-5003

Attention: Lt. Commander C. H. Tucker
Contracts Officer

Subject: USS OKINAWA
Contract No. N00024-85-H-8197
Job Order No. 7M03
Clause H-13, Progress Payments

Reference: (a) SupShip Seattle Letter Serial 410-1328 of 21 April 1989
(b) NMIW Letter Dated 26 April 1989
(c) SupShip Seattle Letter Serial 410-1765 of 1 May 1989
(d) Phone conversation between Lt. Cdr. Tucker and Mr. Nugent on 1 June 1989
(e) NMIW Serialized Letter 3333.562 of 16 May 1989
(f) NMIW Letter of 5 May 1989 to DCAA

Commander Tucker:

This confirms our discussion June 1, 1989 relative to the outstanding payments due on the subject vessel and contract.

The final one percent progress (currently approximately $255,000.00) is dependent upon NMIW's submittal of the contractually required Departure Report with appropriate estimated values for areas of the contract not yet finalized, and a reconciliation and plan of completion for unresolved PTD and COSAL validations. Upon our submittal of the Departure Report with estimated completion values, a value would be negotiated for the PTD, COSAL validation effort. NMIW would then be allowed to progress to 100%, less the agreed to equivalent value of the PTD/COSAL validation effort. The Departure Report is being submitted today via Serial Letter 3333.566.

With regards to recently submitted invoices and associated contract modifications, NMIW would be paid the amount of the invoice at the currently agreed progress percentage less the currently agreed retention percentage.

With regards to the release, partial or full, of current and future accumulated retention, it is SupShip Seattle's position that resolution of the

"debt forgiveness" of "Port of Portland charges" must be reached as a prerequisite. This resolution must be satisfactory to SupShip Seattle and the cognizant Defense Contract Audit Agency (DCAA). NMIW has responded to the issue as requested via references (a), (c) and (f). Our response provided all requested agreements, information and chronologies in an effort to resolve the Government's "considerations for recoupment". We have provided the requested information even though we continue to disagree with the assertion that the Navy has an interest in our transactions with the Port. More to the point, we believe the Navy has no authority to withhold release of retention pending Government analysis of NMIW/Port of Portland transactions. Based on information gathered during reference (d), NMIW will be receiving additional requests for information on the Port issue from SupShip Seattle which will further delay release of retention funds. Since our response to DCAA [reference (f)], we have received no further communications from DCAA. We can only believe they are satisfied and have put the question to rest.

By reference (e) NMIW has provided a status of items that SupShip Seattle holds incomplete basic contract items. NMIW's analysis of the value of these items had been provided also. The current value is less than $35,000.00 by our analysis as of 1 June 1989. Even allowing for considerable "cushion" for comfort, the majority of retention yet unreleased by SupShip could be released without jeopardizing the SupShip position. Accordingly, NMIW requires a reasonable retention value of $100,000.00 be withheld in lieu of the $744,690.00 currently being retained by SupShip Seattle. Your review and consideration of this matter is requested.

Very truly yours,

Donald E. Nugent
Program Manager

cc: Bill Zavin
Greg Lind

S.S. SANSINENA II

JOB No. 4701

"LESSONS LEARNED"

(1) SUPERVISION

A. HAVE EXPERIENCED SUPERVISION AS CRAFT FORMEN.

B. ASSIGN EXPERIENCED LEADMEN TO SECOND SHIFT.

C. DO NOT SPREAD YOUR EXPERIENCED PEOPLE TOO THIN ON SECOND SHIFT OR CLUMP THEM ON ONE SHIP.

D. DO NOT LET THE "OLD BOY" NETWORK ALLOW INCOMPITENT SUPERVISION TO PILE UP ~~MAN~~ UNPRODUCTIVE MAN HOURS ON ANY GIVEN ITEM — ESPECIALLY IN TANKS, PUMP ROOMS, HOUSE TOPS & OTHER INCONVIENIENT LOCATIONS.

E. ASSIGN THE BEST YOU HAVE TO IMPORTANT JOBS SUCH AS RUDDERS, TAILSHAFTS, MAIN TURBINES, ETC.

(2) BOILERMAKERS

A. YOU HAVE THE BEST ANY SHIPYARD CAN ASK FOR. THEY ARE A CAN DO-WILL DO TEAM YOU CAN BE PROUD OF.

(3) CARPENTERS & RIGGERS

A. DITTO THE ABOVE FOR BOILERMAKERS WITH A LITTE EXTRA PRAISE.

(4) PAINT DEPT.

A. YOU HAVE SOME OF THE BEST AS LONG AS BUZZ & JAY HOGUE HAVE A HAND IN THE OPERATION.

RAY CORY CAN PROUD OF HIS PEOPLE AS YOU CAN BE OF HIM.

(5) SAND BLASTERS

A. ON OUTSIDE HULL WORK A REAL TEAM — NO PROBLEMS.

B. DO NOT ALLOW THESE PEOPLE INTO TANKS — THEY JUST DON'T HAVE IT. IF MY 1985 EXPERIENCE STILL HOLDS TRUE.

YOUR KNOWLEDGE OF HOW THEY DO NAVY SHIP TANKS MAY MAKE MY OBSERVATIONS INCORRECT.

C. DOING ~~DO~~ DECK BLASTING ITEMS ON THIS JOB THEY DID NOT GET THE PICTURE OF WHAT WAS REQUIRED UNTIL OUR CHIEF MATE WAS PUT IN CHARGE OF THIER EVERY MOVE.

(6) LABORERS

A. NONE BETTER ON THE WEST COAST.

B. THE FACT THEY ARE USING INDUSTRIAL VACUUMS FOR ENGINE ROOM CLEANING IS A STEP OUT OF THE 19TH CENTURY.

C. WATCH CERTAIN LABOR FOREMEN'S PENCHENT FOR ASSIGNING A SELECT GROUP OF PEOPLE TO CONTINUOUSLY FOX TAIL & DUST PAN THE QUARTERS BECAUSE ~~THIS~~ THESE PEOPLE CANT WORK TANKS, BILGES & OTHER HARD AREAS - USLESS MAN HOURS PILE UP.

(5) SHEET METAL

A. REAL ARTISTS & ONE OF THE FEW CRAFTSMEN STILL ACTIVE IN SHIP REPAIR.

B. ON THIS JOB OUR TRASH ROOM CAME OUT VERY POORLY DUE TO LACK OF DIRECTION BY MYSELF - HOWEVER THE END RESULT LOOKS VERY NICE.

(8) INSULATORS & ASBESTOS RULES

A. DUE TO OSHA RULE CHANGES THIER JOB BECOMES MORE SPENDY THAN USUAL.

IT IS YOUR JOB TO INFORM THE PORT ENGINEER WHAT ~~THIS SPE~~ RAMIFICATIONS THIS SPECS HAVE ON THE OVERALL JOB.

THIS TIME DAYS WAITING FOR A SHOWER & FILTER QUERRED SEVERAL PROJECTS BECAUSE THE FACTS OF RULES NEW THIS YEAR WERE NOT PASSED ALONG.

THIS WILL BE A CONTINUOUS LEARNING PROCESS FOR US ALL — YOU LEARN & TELL ~~SO~~ US.

(9) PIPE FITTERS

A. THEY DID EXCEPTIONALLY WELL THIS TIME BUT HAVE BEEN A BIG DISAPPOINTMENT IN THE PAST.

I HOPE THEY HAVE REVIEWED THIER OWN "LESSONS LEARNED".

(10) MACHINISTS —

A. OUTSIDE

1. POOR PROFORMANCE OVERALL — DRAGGED JOBS OUT AS LONG AS POSSIBLE GOING INTO TIME THAT WASENT EVEN ALLOTED TO THE TOTAL JOB SCOPE.

TOTALLY EGNORED "DROP DEAD" DATES ASSIGNED AT THE PRE ARRIVAL MEETING.

2. POOR SUPERVISION AS DAY SHIFT FOREMAN ARE LEAVING DECISIONS UP TO LEADMEN WHO WON'T & CAN'T BUCK THE SYSTEM.

B. INSIDE

1. ONE OF THE BEST INSIDE SHOPS AROUND. CAN MAKE A SILK PURSE OUT OF A SOW'S EAR EVERY TIME.

THEY MUST KNOW DROP DEAD DATES OR

ELSE THEY CAN NOT FUNCTION EFFICIENTLY.

2. INSIDE SHOP SUPERVISION IS OVERLOADED AND YOU HAVE GOOD GUYS WITH HIGH BLOOD PRESSURE GETTING READY TO LEAVE YOU.

C. OUTSIDE IN PLACE MACHINING

1. YOU HAVE ONE OF THE BEST IN THE COUNTRY IN PHIL RASSLER AND HIS INSIDE MEN WHO COME OUTSIDE TO DO THIS WORK.

THE DIVISION BETWEEN THE INSIDE & OUTSIDE GUYS WHEN DOING INSTALLATION WORK AFTER INPLACE MACHINING WILL KILL YOU SUCH AS THE FOUX PAUX ON THE SAN II RUDDER INSTALLATION.

THIS IS ONE PLACE THE "OLD BOY" NETWORK HAS TO BE LOOKED AT CLOSELY.

(11) SHIP SUPERINTENDENTS

1. YOU HAVE CARRYING SOME REAL DEAD WOOD HERE. I'M SURE YOU KNOW WHERE IT IS.

2. THE CRAFT "OLD BOY NETWORK" TIES THE HANDS OF YOUR ABLEST SHIP SUPS.

WHAT ARE THEY TO DO WHEN A SITUATION LIKE THE SAN II RUDDER INSTALLATION STARTS AND THERE ARE NOT ENOUGH EXPERIENCED PLAYERS — CALL OFF THE JOB? THEY CAN'T, EVEN IF THEY KNOW ENOUGH TO SEE IT OUGHT TO BE DONE.

3. THINK OF GOOD PEOPLE WHO ARE ON THE STREET LIKE GUY VETRE WHO IS 10 TIMES BETTER THAN SOME OF YOUR NEPOTICLY ENTRENCHED PLAYERS.

(4) DON'T LET DOUG TAYLOR GO AGAIN.

(12) PRODUCTION MANAGMENT

1. YOU ALMOST DON'T HAVE ANY. THINK ABOUT THAT AND FIX IT.

(13) PROJECT MANAGMENT

1. ~~SO~~ SO FAR I HAVE DEALT 99% WITH IVAN & HARDY AND CAN SAY THESE TWO ARE EXCELLENT MEN.

2. WITH IVAN YOU ARE LOSING AN EXPERIENCED MAN WITH AN ABILITY TO GET ALONG WITH ANYBODY. THIS MAY BE YOUR FAULT IN RETROSPECT HOWEVER IT JUST MAY BE HIS TIME TO GO.

3. WITH HARDY ~~YOU~~ YOU HAVE ~~AN INEXPER~~ A TECHNICALLY INEXPERIENCED PERSON WITH AN INATE ABILITY TO SEE BIG PICTURES IN REGARD TO MANAGMENT, MANING, COSTS, SCHEDUAL & SCOPE.

DON'T LOOSE HIM - HE WILL BE ONE OF YOUR BEST ASSETS.

(14) TOP MANAGMENT

1. TAKE A MORE DETAILED INTREST IN INDIVIDUAL JOBS.

2. TAKE A WACK AROUND THE SHIP ON DRYDOCK & AT THE WET BERTH.

3. LET YOUR PRESENCE BE KNOWN.

4. BE ABLE TO TACK THE JOB WITH THE PORT ENGINEER SO HE AT LEAST THINKS YOU ~~KNOW~~ KNOW HIS SHIP IS IN THE YARD.

5. DON'T TAKE THE WORD OF YES MEN — GET OUT AND SEE FOR YOUR SELF.

6. DON'T ASSUME A STEADY CUSTOMER WILL ALWAYS BE BACK NO MATTER WHAT.

7. DON'T POOR BOY YOUR BREAD & BUTTER.

8. HIRE A FERRET TO CHECK OUT KNOWN PROBLEM AREAS ON THE SHIPS.

9. & (11) GEAR YOUR PEOPLE UP TO TREAT WCS SHIPS LIKE PASSENGER SHIPS -

A. MOTIVATE YOUR PEOPLE
B. PUT YOUR BEST PEOPLE ON BOARD
C. ADVERTISE AND INFORCE DROP DEAD DATES
D. DISPLAY AN INTREST FROM THE TOP ON DAILY PROGRESS

(15) ELECTRICIANS

1. WEAK PERSONEL ASSIGNED TO MY LAST FEW JOBS. THERE ARE BETTER MORE ABLE PEOPLE IN THE DEPARTMENT

2. THE DEPARTMENT IS NOT THE SAME SINCE KINGRAY LEFT. IT IS LESS ORGINIZED - LOTS OF ARMS & LEGS, NO HEAD.

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

DATE: June 9, 1989

TO: Distribution

FROM: Bill Zavin

SUBJECT: Relocation of Main Office Functional Group, Craft Offices and Craft Areas

---

1. We have been reviewing ways to increase organizational effectiveness and smooth the functional flow of work. We will be shifting some elements around in the main office. In addition all craft offices, lunch rooms will be relocated to the breezeway. A consolidated warehouse area will be established in the bays and some craft areas will be re-located, expanded or consolidated.

2. Some of the major issues and a tentative priority listing are:

   a) Relocate Riggers from present office to temporary location to be determined.

   b) Relocate Transportation/Dispatch to ground floor of Rigger office.

   c) Relocate Safety to ground floor rear of Riggers office space.

   d) Payroll and Payroll Supervisor move to Transportation/ Dispatch area:

      Modify outside wall to allow chute for time sheets.
      Install buzzer.
      Install door to stairwell.

   e) Relocate mail room to old driver's lunchroom.

   f) Make reception area out of Larry McGillivray's office:

      cut in entrance from current reception.
      Insulate Brodie Birch's wall.

g) Move Personnel Support Office (Charlotte).

h) Reserve as Conference Room/Port Engineers.
Install duplicate switchboard at top of the stairs in main building. Maintain overflow capability at current receptionist.

i) Relocate Q.A. to 2nd floor Riggers office.

j) Relocate craft offices and lunch room.

k) Architect/permits.
Movers.
Relocate sprinklers and electrical.
Relocate some craft areas.
Central warehouse/tool room.

l) Expand Ship Superintendents area into Q.A..

Remove partitions.
Install shower room behind furnace room.

3. A detailed schedule will be forwarded in the near future.

cc: Bill Johnston
Don Nugent
Don Sheridan
Lynn Mills
All Craft Supts
George Riddle
Bill Lundmark
Bob Huget
Ted Sharp
Brodie Birch
Rick Taylor
Bo Williams
JJ Coleman

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

DATE: June 9, 1989

TO: Distribution

FROM: Bill Zavin

SUBJECT: Relocation of Main Office Functional Group, Craft Offices and Craft Areas

---

1. We have been reviewing ways to increase organizational effectiveness and smooth the functional flow of work. We will be shifting some elements around in the main office. In addition all craft offices, lunch rooms will be relocated to the breezeway. A consolidated warehouse area will be established in the bays and some craft areas will be re-located, expanded or consolidated.

2. Some of the major issues and a tentative priority listing are:

   a) Relocate Riggers from present office to temporary location to be determined.

   b) Relocate Transportation/Dispatch to ground floor of Rigger office.

   c) Relocate Safety to ground floor rear of Riggers office space.

   d) Payroll and Payroll Supervisor move to Transportation/ Dispatch area:

      Modify outside wall to allow chute for time sheets.
      Install buzzer.
      Install door to stairwell.

   e) Relocate mail room to old driver's lunchroom.

   f) Make reception area out of Larry McGillivray's office:

      cut in entrance from current reception.
      Insulate Brodie Birch's wall.

g) Move Personnel Support Office (Charlotte).

h) Reserve as Conference Room/Port Engineers.
Install duplicate switchboard at top of the stairs in main building. Maintain overflow capability at current receptionist.

i) Relocate Q.A. to 2nd floor Riggers office.

j) Relocate craft offices and lunch room.

k) Architect/permits.
Movers.
Relocate sprinklers and electrical.
Relocate some craft areas.
Central warehouse/tool room.

l) Expand Ship Superintendents area into Q.A..

Remove partitions.
Install shower room behind furnace room.

3. A detailed schedule will be forwarded in the near future.

cc: Bill Johnston
Don Nugent
Don Sheridan
Lynn Mills
All Craft Supts
George Riddle
Bill Lundmark
Bob Huget
Ted Sharp
Brodie Birch
Rick Taylor
Bo Williams
JJ Coleman

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TWX: 910-464-6107 NORMARINE PTL

June 13, 1989 Serial No. 5500.29

Commander (VPL)
Maintenance and Logistics Command Pacific
Bldg. 50-7, Coast Guard Island
Alameda, CA 94501-5100

Attention: Mr. John C. Porter
Contracting Officer

Subject: USCGC POLAR SEA (WAGB-11)
Contract No. DTCG 85-89-C-55136
Work Item D-13, Propeller Tailshaft
Removal/Installation/Bearing Inspection;
Unilateral issue of R-060 thereon

Reference: a. Contract change 00007, dated 12 June 1989
b. NMIW Letter, Serial No. 5500.016
dated May 18, 1989
c. NMIW Letter, Serial No. 5500.028
dated June 12, 1989

Dear Mr. Porter:

Reference (a) has been received. Northwest Marine Iron Works (NMIW) rejects the Government's assumption of a contractual right to issue same. The Government's right to ". . . make changes. . . (1) Description of services to be performed." is again acknowledged. NMIW's proposal, made in the interest of early settlement of a change in price and redelivery date of POLAR SEA, is hereby withdrawn. An amended proposal is attached with NMIW's best estimate of the total cost for the directed work and schedule change, at forward price. However, in compliance with the direction to not exceed $50,000 without prior approval, NMIW requests such approval immediately. Services, laydays and extension of other services, exceed the Government's provisional increase.

By reference (b), NMIW provided a confirmation of its interpretation(s) of legitimate and qualifying "Additional Government Requirements (AGR)" work. Every effort has been made to accommodate the Government in its desire to exercise

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NWMAR138648

maximum use of the AGR set aside hours. To the extent possible, such effort will continue. However, Clause H.2 at subparagraph A specifically provides that AGR work, ". . . without causing any delay or disruption. . . " The Government, by the issue of reference (a) has created an impossible condition. By reference (c), NMIW documented the time elapsed and activities relating to the inspection of the stern tubes, the issue and quoting for accomplishment of the specified work, and the failure to reach a negotiated settlement in the matter of work specified by Request for Quotation (RFQ) R-060. Government disregard for the rights of NMIW and its own obligations in the conduct of subject contract, drafted and issued by the Coast Guard, causes great concern. NMIW has acted responsibly, overtly and with integrity in the matter of interpretation and pursuit of the contract. Attempts to obfuscate Government responsibility and liability by the attempted arbitrary imposition of conditions by the issue of untimely unilateral direction is not deemed to be beneficial to the parties.

The Government is requested to: 1) review its use of the changes clause, wherein it attempts imposition of AGR work, and the establishment of a ceiling value based on AGR labor value for same as an appropriate contract vehicle; 2) evaluate any proposed change work with respect to its qualifying as AGR, at least in the asserted Government interpretation for same; 3) approve the above request for increase in the now established provisional ceiling for work and associated costs in the performance of subject work, and, 4) immediate review and settlement of R-060, as revised on this date. An extension of 5 days on redelivery and 10 days on drydock is required for this work. NMIW's revised quotation for R-060 is for specified work exclusively and makes no assumptions or provision for GFM and/or other Government problems known or to be discovered.

As is always the case, NMIW is prepared to discuss this matter as the Government may require at the Contracting Officer's pleasure. NMIW reasserts the positions taken during earlier discussions and as described in reference (b).

Very truly yours,

Donald E. Nugent

Donald E. Nugent
Vice President, Government Contracts

NORTHWEST MARINE IRON WORKS

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CERTIFICATION IN SUPPORT OF NWMIW SERIAL LETTER 5500.29

OF JUNE 13, 1989

The undersigned, being aware of the provisions of 18 U.S.C. Section 1001, hereby represents and certifies that to the best of my knowledge and belief:

(1) The contents of the foregoing proposal and its attachments have been thoroughly investigated by responsible company employees and officials for completeness and accuracy as to the facts and that any judgmental statements and conclusions in the proposal and its attachments are clearly identified as such.

(2) The proposal either directly or by specific reference sets forth the information to be furnished pursuant to the "Documentation of Requests for Equitable Adjustment" clause of the contract to the full extent that such information is within custody of or available to the Contractor.

(3) On the basis of the foregoing review, I am satisfied with respect to each item that the adjustment claimed therefore reasonable and accurately represents the additional costs and/or time incurred or to be incurred by reason of the asserted Government act or omission.

Date of Execution: 13 June 1989

William H. Zavin, II
President
Northwest Marine Iron Works

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.: DTCG 85-89-C-55136

FORM APPROVED OMB NO. 3090-0116

NOTE: This form is used in contract actions if submission of cost or pricing data is required. *(See FAR 15.804-6(b))*

2. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

NORTHWEST MARINE IRON WORKS
5555 N. Channel Avenue
Bldg. 2
Portland, OR 97217

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT: Donald Nugent, V.P. Fed. Contracting

3B. TELEPHONE NO.: (503) 285-7557 x546

4. TYPE OF CONTRACT ACTION *(Check)*

	A. NEW CONTRACT		D. LETTER CONTRACT
X	B. CHANGE ORDER		E. UNPRICED ORDER
	C. PRICE REVISION/ REDETERMINATION		F. OTHER *(Specify)*

5. TYPE OF CONTRACT *(Check)*

[X] FFP [ ] CPFF [ ] CPIF [ ] CPAF
[ ] FPI [ ] OTHER *(Specify)*

6. PROPOSED COST *(A+B=C)*

A. COST	B. PROFIT/FEE	C. TOTAL
$ 284,055.00	$44,023.00	$ 328,078.00

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

Northwest Marine Iron Works, Portland, Oregon for duration of contract

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. *(Continue on reverse, and then on plain paper, if necessary. Use same headings.)*

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.
	USCGC POLAR SEA, RFQ R-060			
1	Direct Manufacturing Labor		$ 89,343	
2	Direct Manufacturing Overhead		$ 90,332	
3	G & A		$ 37,588	
4	Sucontracts		$ 53,940	
5	Material		$ 14,200	
6	Profit		$ 44,023	
7	F COM		$ 3,652	
8	**GRAND TOTAL:**		$328,078	

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING *(If available)*

A. CONTRACT ADMINISTRATION OFFICE
Maintenance & Logistics Command Pacific
Bldg. 50-7, Coast Guard Island
Alameda, CA 94501-5100

B. AUDIT OFFICE
DCAA
500 W. 12th Street
Vancouver, WA 98660

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? *(If "Yes," identify)*
[ ] YES [X] NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? *(If "Yes," complete item 11B)*
[X] YES [ ] NO

11B. TYPE OF FINANCING *(If one)*
[ ] ADVANCE PAYMENTS [X] PROGRESS PAYMENTS
[ ] GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? *(If "Yes," identify item(s), customer(s) and contract number(s))*
[X] YES [ ] NO
USS OKINAWA (LPH-3)
N00024-85-H-8197
Job Order EH-29

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? *(If "No," explain)*
[X] YES [ ] NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA *(Public Law 91-379 as amended and FAR PART 30)*

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? *(If "No," explain in proposal)*
[X] YES [ ] NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT *(CASB DS-1 or 2)*? *(If "Yes," specify in proposal the office to which submitted and if determined to be adequate)*
[X] YES [ ] NO 1 June 89 DCAA & SupShip Seattle

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? *(If "Yes," explain in proposal)*
[ ] YES [X] NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? *(If "Yes," explain in proposal)*
[ ] YES [X] NO

This proposal is submitted in response to the RFP contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE *(Type)*
William H. Zavin, III
President

16. NAME OF FIRM
Northwest Marine Iron Works

17. SIGNATURE

18. DATE OF SUBMISSION
6/13/89

NSN 7540-01-142-0845 1411-101 STANDARD FORM 1411 (10-83) Prescribed by GSA FAR (48 CFR) 53.215-2(c)

SI039537
NWMAR138651

14-Jun-09

Commander (vpl)
Maintenance and Logistics Command Pacific
BLDG 50-7, Coast Guard Island
Alameda, CA 94501-5100

Attention: Mr. John Porter, Contracting Officer

SUBJECT: USCGC POLAR SEA (WAGB-11)
NWMI JOB #: 5500
RFP #: R-060
Work Item #: D-13

Dear Mr. Porter:

Northwest Marine Iron Works' price proposal for the performance of the subject work statement is $328,078.17 and 0 days extension of contract delivery date.
THIS QUOTE GOOD FOR FIVE DAYS ONLY, without case basis exception.

Labor:

Total Hours	6179.00 HOURS @$13.65	=	$84,343.35
Overtime Hours	0.00 HOURS @$13.65	=	$0.00
Subtotal-Labor Cost			$84,343.35
Overhead Cost 107.1% x Straight Time Labor Cost			$90,331.73
Overhead Cost 15.34% x Premium Time Labor Cost			$0.00
Material			$14,200.00
Subcontracts			$53,940.00
Subtotal-Direct Cost Input			$242,815.08
General & Administrative 15.48% x Direct Cost Input			$37,587.77
Subtotal-Total Cost Input			$280,402.85
Port of Portland Fee 5.7% x Total Cost			15982.96
Port of Portland Services Fee			0.00
Subtotal-Port of Portland Fees			15982.96
Profit			$44,023.25
Facilities Capital Cost 4.33% x Labor Cost			$3,652.07
TOTAL PRICE			$328,078.17

Terry Ronningen, Estimator/Negotiator
NORTHWEST MARINE IRON WORKS

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NWMAR138652

USCGC POLAR SEA (WAGB-11)

RFP NO.: R-060
ITEM NO.: D-13
DATE: 14-Jun-89

NMIW JOB NO.: 5500

LEAD CRAFT: 05
% OF PROGRESS 46.0%

OVERTIME PERCENTAGE: 0%
CONTRACT EXTENSION REQUESTED: 0 DAYS

ESTIMATED PRODUCTION TIME BY TRADE

PARA.	TRNS	PT	M/M	RIG	S/F	P/F	ELE	Q.A.	FAC	TOOL/ TANK	WHS	S/W	C.O.	S/M	LAB F/M	PLAN	LAG	TOTAL HOURS	MATERIAL	SUBS
1		18	272	32	560		16								80			978	2710	3320
2		18	272	32	408		16								80			826	2380	3320
3		18	180	32	337		16								80			663	1460	2700
3a				120											80			200	450	3200
4- DRY DOCK			308		308										0			616	7200	41400
															0			0		
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															0			0		

THIS QUOTE GOOD FOR FIVE DAYS ONLY, without case basis exception.

TOTALS	0	54	1032	216	1613	0	48	0	0	0	0	0	0	0	320	0	0	3283	14200	53940
# CRAFTS	0	1	1	1	1	0	1	0	0	0	0	0	0	0	1	0	0	6		

REQUIRED ADDITIONAL WORK NOT DETAILED IN THE CHANGE ORDER

DESCRIPTION	
DIRECT LABOR PRODUCTION MODIFICATION ANALYSIS	7
Q.A. REQUIREMENTS	0
SUPERVISION	328
UPDATE SCHEDULES	1
TECH. DOCUMENTATION	0
GENERAL HOUSEKEEPING	98

TOTAL ADDITIONAL WORK	434	0.00	0.00
TOTAL PRODUCTION WORK	3283	14200.00	53940.00
SUBTOTAL	3717		
LOCAL DISRUPTION FACTOR 0.75	2462		
TOTAL COST	6179	14200.00	53940.00

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Work Statement #: R-060 Work Item #: D-13

	PERCENT OF PROGRESS				
PERCENT OF PROGRESS	91% - 100%	WEIGHTED FACTOR	0.60	FACTOR CHOSEN	0.15
	71% - 90%		0.45		
	51% - 70%		0.30		
	31% - 50%		0.15		
	0% - 30%		0.00		
	SIZE OF CHANGE				
SIZE OF CHANGE (LABOR HRS)	1001 AND OVER	INDIVIDUAL BASIS			0.25
	801 - 1000		0.25		
	601 - 800		0.20		
	401 - 600		0.15		
	201 - 400		0.10		
	24 - 200		0.05		
	0 - 23		0.00		
	NUMBER OF EFFECTED CRAFTS				
# EFFECTED CRAFTS (HARDCORE)	16 - 20		0.20		0.10
	11 - 15		0.15		
	6 - 10		0.10		
	1 - 5		0.05		
	AREA OF DISRUPTION				
AREA OF DISRUPTION	SHIP		0.15		0.15
	SHOP		0.05		
	CREDIBILITY OF HARDCORE ESTIMATE				
CREDIBILITY OF HARDCORE EST.	HIGH RISK		0.20		
	AVERAGE RISK		0.10		0.10
	LOW RISK		0.00		

HARD CORE HOURS			3283	
LOCAL DISRUPTION HOURS	0.75	x	3283	2462

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NORTHWEST MARINE IRON WORKS

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TWX: 910-464-6107 NORMARINE PTL

June 15, 1989

Serial No. 3333.570

Supervisor of Shipbuilding
Conversion and Repair, USN
7500 Sandpoint Way, N.E.
Seattle, WA 98115-5003

Attention: Gene Hulsey
Resident Administrative Contract Officer

Subject: USS OKINAWA
Contract No. N00024-85-H-8197
Job Order LPH-3
Clause H-13, Progress Payments

Reference: (a) SupShip Letter Serial 413-2153 of 5 June 1989

Dear Mr. Hulsey:

Your referenced letter asserts the right to retain payments due this contractor based on the fact that the warranty period has not expired and on your concern that the Navy may be entitled to a credit based on our debt compromise with the Port of Portland. Northwest disagrees.

Clause H-13 (even if it is an authorized deviation from the mandatory "Payments" clause, which Northwest doubts) only gives the power to withhold "performance reserves", meaning, at most, amounts representing the value of incomplete basic work. There is no right to withhold under the Guaranty clause. In fact, that guaranty is part of the consideration for which the price is due. The Port of Portland fee issue is, at most, some kind of contemplated Government claim. Your withholding on account of that matter is an unauthorized offset and is improper without a final decision and demand.

The maximum conceivable value of all incomplete items is $100,000.00. Accordingly, as of June 13, 1989 and through Progress Billing No. 44, Northwest is entitled to the balance of $663,046.00. By holding that excess, the Navy causes us to borrow a like amount and increases our cost of interest. In order to recover some of those costs by starting Disputes Act interest, Northwest hereby makes claim for immediate payment of $663,046.00. Supporting data are the current contract price and records of receipts. Your final decision is demanded.

Northwest Marine certifies that the claim is made in good faith, that the supporting data are accurate and complete to the best of our knowledge and belief, and the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable.

Yours very truly,

William H. Zavin, III
President

cc: Nugent
Lind
Johnston

Biographical Outline
for
Dick Copeland
on
Bill Zavin

Bill Zavin joined Northwest Marine in July of 1959 and was employed on a summertime basis in various craft labor areas of the Northwest Marine Companies until 1965 when he was graduated from Whitman College. He became General Manager of a subsidiary of Northwest Marine, Portland Machinery Company, in 1968; assumed its Presidency in 1970, and remained in that position until 1977. From the date of the acquisition of Automatic Welders in 1974 until its sale in 1981, he was President of Automatic Welders and Rebuilders, a subsidiary of Portland Machinery.

In 1977, he became President of Atlas Iron Works and Atlas Erection Company, a position he held until it was sold by Northwest in 1987. During that time, Atlas was responsible for the construction of the 50 story Westin Tower in Seattle, the Fourth and Blanchard Building in Seattle, as well as the Harrah's Hotel Tower in Reno. During this time, Atlas also built the coal fire generating plant for Portland General Electric and Bechtel Power Corporation in Boardman, Oregon. The U.S. Bank Tower, the KOIN Center, and the Lloyd Tower, as well as the Veteran's Administration Center's in both Seattle and Portland were built by Atlas during Bill's tenure.

In 1980, Bill became Executive Vice President of Northwest Marine and assumed its Presidency in 1984. In addition to being on the Board of Overseers of Whitman College, his most notable off the job achievement was being the Portland Trailblazer's photographer from 1976 through 1986.

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NWMAR138657

DEPARTMENT OF THE NAVY
SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115-5003

IN REPLY REFER TO:
7000
Ser 410-2402

JUN 22 1989

Mr. William Zavin, President
Northwest Marine Iron Works
P.O. Box 3109
Portland, Oregon 97208

Gentlemen:

Your letter serial 3333.570 of 15 June 1989 concerning payments for work on USS OKINAWA (LPH-3) under Contract N00024-85-H-8197, Job Order 7M03 has been received.

The Contractor's position is to question any act by the Government to withhold any funds remaining unpaid under the contract. You question the validity of Clause H-13 PROGRESS PAYMENTS, as being an unauthorized deviation to the mandatory Payments Clause, then discuss the "maximum conceivable value" of work remaining to be completed under the contract. As of the last invoice #3333-45 the Contracting Officer has released 99.706% of the total contract value, less 3% retention. In terms of actual dollars, that amounts to $78,402 of unpaid progress, and $797,669 of retainage being held. Since retention could have been at the full 10% as provided in the Progress Payment Clause, but was reduced to the much smaller sum long before final delivery, there is no valid complaint as regards the Government being unreasonable. The warranty period has not yet expired, and there is incomplete contract work, hence, it is within the authority of the Contracting Officer to withhold funds sufficient to protect the Government interest. Such withholding in this case also involves the prospect of an offset against the Contractor to recover sums paid against contract changes and identified as Port of Portland fees. The Contracting Officer is aware that a Contracting Officer's Final Decision would necessarily precede any offset. The Contracting Officer formally raised the issue of the Port of Portland debt forgiveness with the Contractor, and has been involved in reviewing the situation to determine whether or not refund is due the Government. For the record, the request for information contained in DCAA letter OF 26 April 1989 was at the request of the Contracting Officer and relates to the same subject. Your response to that request has been to stonewall the issue, which only contradicts your assertion that no valid issue exists. Prompt resolution of this matter is in the interests of both parties in that it will facilitate release of final payment and permit contract close out. For that reason, it is strongly recommended that you provide the information requested by DCAA so they can finalize their findings.

At this time, a final decision of the Contracting is not appropriate, and this letter does not constitute such a decision.

Sincerely,

R. R. MORRISON
Contracting Officer

Copy to:
NAVSEA 028, OOL
DCAA Seattle Branch

NORTHWEST MARINE IRONWORKS
PORTLAND

OVERALL SHIPYARD PERFORMANCE - LOW SATISFACTORY
ARCO TEXAS - 1988

CRAFT PERFORMANCE:

PIPEFITTERS:	GOOD
BOILER MAKERS:	EXCELLENT
MACHINISTS:	VERY POOR
SHOP MACHINIST:	GOOD
ELECTRICIANS:	POOR
RIGGERS:	GOOD
PAINTERS:	GOOD
INSPECTION & REPAIR RECORD:	POOR
FACILITIES:	VERY GOOD

DURING THE ARCO TEXAS DRYDOCKING NORTHWEST ALSO HAD SEVERAL NAVY AND MERCHANT VESSEL JOBS. THEIR REGULAR WORK FORCE WAS SPREAD TOO THIN. THEY HAD TO HIRE A NUMBER OF LESS EXPERIENCED INDIVIDUALS FROM THE UNIONS WHICH AFFECTED THE FINAL QUALITY OF SOME REPAIRS.

THE SHIPYARD SUPERINTENDENT WAS DON SHERIDAN. DON'S PERFORMANCE WAS VERY POOR; WORKING HOURS - 7AM TO 4PM SHARP; WENT ON VACATION THREE DAYS BEFORE OUR VESSEL DEPARTED THE YARD. ALTHOUGH HE HAS YEARS OF EXPERIENCE, BECAUSE OF HIS LACK OF MOTIVATION THE COORDINATION OF CRAFTS WAS AFFECTED.

THE PROJECT MANAGER WAS HARDY SCROGGIN. AN UNUSUALLY LARGE NUMBER OF WORKERS WERE USED TO COMPLETE THIS JOB. I EXPECTED FINAL NEGOTIATIONS TO BE VERY TOUGH, BUT IN FACT THEY WERE VERY EASY.

DEPARTMENT OF THE NAVY
SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115-5003

IN REPLY REFER TO:
WMEC-38
Ser 410-2550
JUN 28 1989

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle
To: Northwest Marine Iron Works

Subj: USCG STORIS (WMEC-38) CONTRACT N00024-85-H-8197 Job Order 0001
NEGOTIATION OF CONTRACTOR'S REA

1. This will confirm the conversion between your Don Nugent and the undersigned on 21 June 1989 concerning the subject negotiations. At the conclusion of negotiation efforts in your office on 15 June 1989, a wide spread continued to exist between the positions of the negotiators. While an impasse had not been declared, and both parties continued to voice their interest in reaching a solution, it did not appear that would happen without a considerable change in the contractor's position.

2. We have reviewed the specifics of the case, considered that the Contractor bid the job at less than it was worth, lost momentum as a result of other higher priority jobs in the yard, did not achieve the desired production level due to use of so called senior employees at a higher pay rate, and other elements which contributed to the cost of the project for which the Government has no liability.

3. The Contractor's negotiator has continued to take the position that the additional effort which he spent to complete the project resulted from inadequate bidding documents, a position which is not supported by facts.

4. It is recommended that the Contractor review his position and reconsider the last offer communicated to Mr. Nugent.

R. R. Morrison

R. R. MORRISION
Contracting Officer

Aut - Bob McKay - By Peter - Dill Z

NORTHWEST MARINE IRON WORKS

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PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

June 26, 1989

Supervisor of Shipbuilding
Conversion and Repair, USN
7500 Sandpoint Way, N.E.
Seattle, WA 98115-5003

Attention: R. R. Morrison
Contracting Officer

Subject: USS OKINAWA
Contract No. N00024-85-H-8197
Job Order LPH-3

USS PAUL F. FOSTER
Contract No. N00024-85-H-8197
Job Order DD964

Reference: Your Letter Serial 410-2402
June 22, 1989

Dear Mr. Morrison:

Your subject letter acknowledges a material breach of our contracts and this is written to notify you that Northwest is considering whether to avoid settlement agreements based on that breach.

As your letter admits, offset is not authorized without a final decision. As your letter also acknowledges, offset against a contemplated Navy "claim" is exactly what you have done.

Contrary to the statements of your letter, the Government could <u>not</u> have retained 10% of the contract price. The reduction to 3% was not a mere concession by the Navy, but was negotiated for good and valuable consideration from Northwest Marine. Specifically, we compromised several "maxmods" on the PAUL F. FOSTER contract at less than their maximum amounts and substantially less than their fair values. Your admittedly unjustified refusal to make payments in accordance with the amended Payments clause is a breach of our accords and a failure to render satisfaction. A failure to pay the price when due is a material breach.

It is our understanding of the law that when one party breaches a substituted accord, the other party can elect to enforce the original agreement. That means that Northwest can elect to re-open and pursue full payment on the PAUL F. FOSTER.

We will notify you of our election by July 6, 1989. One factor that will enter into our decision is whether payment is promptly made. We note that the OKINAWA guaranty period expires this week. Since you have claimed that that clause somehow justifies withholding (which we dispute), good faith requires that you release the excess retention immediately.

As a final note, I feel compelled to comment on your allegation that Northwest has "stonewalled" Government requests for information. The allegation is just not true. We have responded fully and promptly to requests from your legal counsel. DCAA's 26 April 1989 letter was not primarily a request for information but instead requested revisions to our cost accounts and proposals that were not merited. We responded promptly to DCAA's letter, explaining why they were mistaken. We have never heard further from DCAA and we accordingly infer that they agree with our points.

Yours very truly,

William H. Zavin, II
President

KLEEN BLAST®

KLEEN BLAST

A DIVISION OF LEISURE INVESTMENT CO.

LINCO HAYWARD, CALIFORNIA

June 27, 1989

Bob Huget
Purchasing Agent
Northwest Marine & Ironworks
P.O. Box 3109
Portland, Oregon 97208

Dear Bob:

I am writing to you in response to a problem we have both been addressing. The problem is the cost of overtime deliveries beyond our published straight time rate per ton.

There is of course two sides to this question. We have to pay a time and a half rate to one driver, which usually results in a four hour minimum show up, particularly on Saturdays, Sundays and holidays.

The other side of the picture is we promised to do on going evaluations regarding costs to operate. NMIW has been by far the most loyal and cooperative customer we have had. The performance of both our personnel cooperating to get the truck into the yard, off load, get your ticket signed and out has a very positive impact on our cycle time. Additionally NMIW is one of the few companies that understands "good abrasive is not cheap; cheap abrasive is not good". Your journeyman have always understood the cleanliness of the product as well as the superior performance in cutting.

We appreciate your personal attention to this weekend overtime charge and your resolute patience. We feel that because of NMIW patronage, loyalty and the aforementioned cooperation that we will waive the $18.00/Hr. overtime charge.

SI039564
NWMAR138663

We would appreciate your confidentiality in the above decision. This decision was reached on the merits of NMIW performance alone.

If you have any question please feel free to contact me or Larry Bonander in Portland.

Sincerely,

Dave Spurgeon
President

cc: Bill Zavin

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

May 22, 1989

Mr. Herb Leyendecker
EXXON Shipping
800 Bell Street
Houston, Texas 77002-7426

Dear Herb:

Pursuant to our discussions in your office and further discussions with both you and John Tompkins, Northwest Marine is pleased to resubmit its budget projections for repairs to the EXXON VALDEZ. Our budget price is hereby revised to $29,167,730.00 (Twenty Nine Million, One Hundred Sixty Seven Thousand Seven Hundred Thirty Dollars) with the following characteristics applying.

Item 1 Northwest Marine plans 153 days in Drydock #4 in two docking evolutions as per the attached schedule.

Item 2 During the last two weeks of the initial survey period (July 1 to July 14), the vessel must be available for specified cropping out of selected damaged steel.

Item 3 We assume prefabrication of modules utilizing 40' lengths and approximately 40' wide to designed planned height. Prefabrication will be accomplished by Gunderson Inc. in Portland.

Item 4 The above price includes 3500 short tons of steel and includes reblasting and recoating (owner furnished paint) for all internal and external renewed steel area.

Item 5 All cleaning and gas freeing to have been accomplished during the initial survey availability.

The assumed contract start date is no later than May 24, 1989 in order to meet the steel delivery schedule. The total project as outlined in this proposal will complete February 16, 1990.

We look forward to reviewing the attached material at your convenience.

Yours very truly,

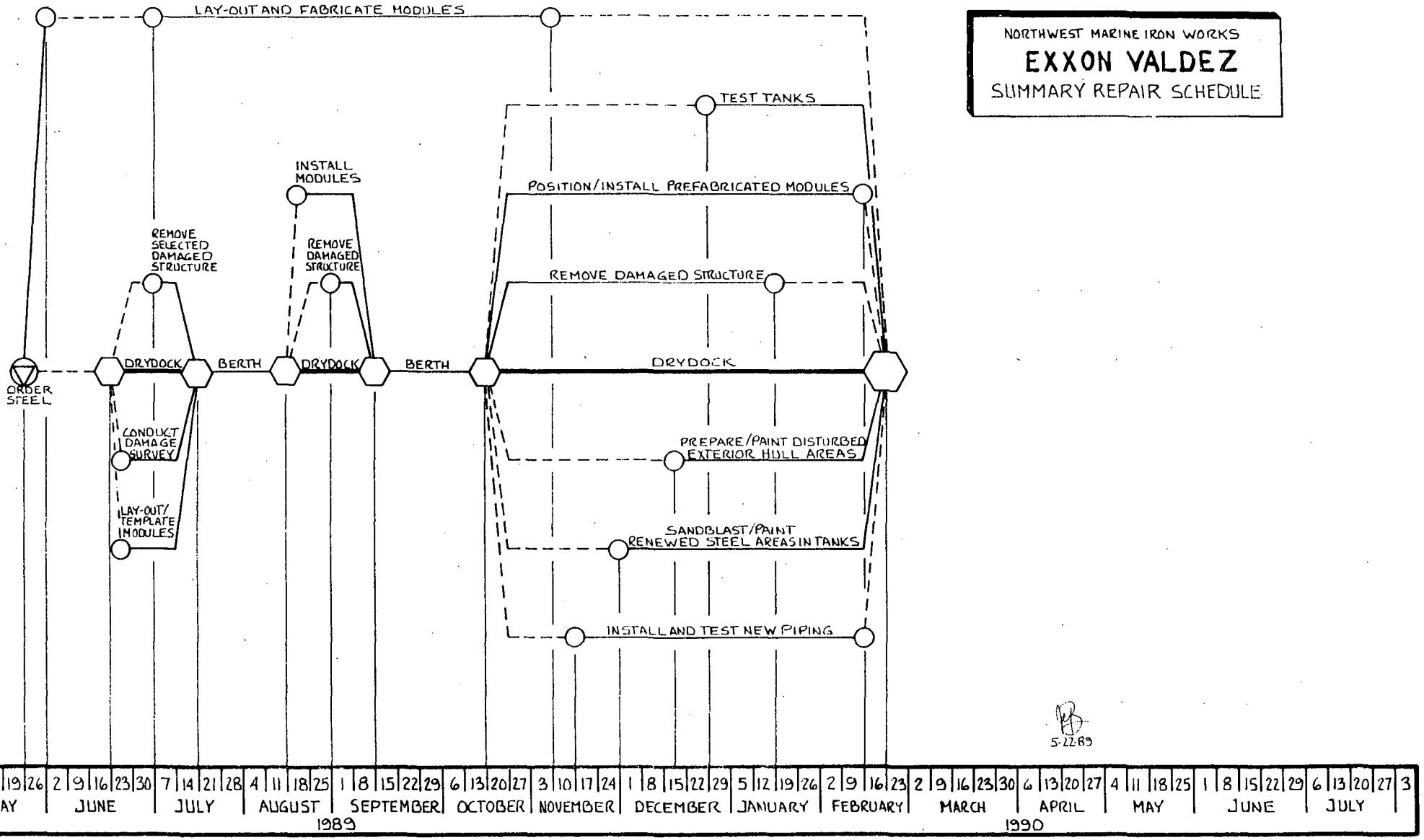
William H. Zavin, II
President

SI039761
NWMAR138665

NORTHWEST MARINE IRON WORKS

EXXON VALDEZ

SUMMARY REPAIR SCHEDULE



SI039762

NWMAR138666

PROPOSAL FOR ACCOMPLISHMENT OF REPAIRS TO THE TANKER EXXON VALDEZ

INTRODUCTION

The purpose of this proposal is to provide the Exxon Shipping Company with a summary of Northwest Marine Iron Works' (NMIW) capabilities, facilities, and plans to accomplish required repairs to the Tanker EXXON VALDEZ. This proposal also provides budget pricing information for Exxon Shipping Company consideration.

FACILITIES

NMIW planning efforts to date have assured the availability of all necessary facilities and services that will be required by the EXXON VALDEZ during the period of her repair. NMIW's coordination with the Port of Portland and a number of our highly experienced and qualified subcontractors has enabled us to reserve the berthage, drydocking and manufacturing facilities, as well as the environmental protection services necessary for this large and important project. In addition, we can provide a high degree of security for assuring that only authorized personnel are permitted into areas in and around the ship.

PROJECT MANAGEMENT AND MANPOWER

In planning the successful accomplishment of repairs to the EXXON VALDEZ, NMIW has assigned several senior management personnel as prospective members of a dedicated project team. These experienced members of our staff have already participated in a detailed evaluation of the task and mobilization of planning, engineering, procurement, and manufacturing resources necessary to consider feasible alternatives for efficient execution of the work.

NMIW's experienced management team together with its qualified line supervision and skilled labor force are prepared to accomplish the job in a minimum amount of time and with a high degree of quality.

NMIW presently has a large number of welders qualified to weld the Grade AH steel used in the EXXON VALDEZ' hull structure. In addition our welding process control procedures have been approved by ABS and qualify our personnel for the joint designs required by the identified repairs.

NMIW presently employs five hundred and sixty-eight skilled craftsmen for ongoing contract work. We have frequently managed labor levels of between 1,100 and 1,500 during the past six years when we have had large amounts of overhaul work under contract. NMIW has no large projects under contract at this time. The Portland metropolitan labor market has a base of approximately 3,000 skilled marine craftsmen. Eight hundred of this base are steel workers (welders and shipfitters). Recent communication with local labor halls has assured NMIW that a more than adequate labor supply will be available for the EXXON VALDEZ project.

REPAIR OF TANKER EXXON VALDEZ

NMIW has spent the past weeks analyzing the information available from Exxon concerning the damage sustained by the Tanker EXXON VALDEZ. In addition, NMIW has evaluated the ship's construction drawings and specifications in regard to the likely repair requirements. While results of the structural survey to be accomplished during the ship's initial drydocking will provide refined information, NMIW has drafted a detailed proposed repair program that integrates both repair and new construction techniques.

Detailed planning evolutions began utilizing Exxon provided information concerning reported damage and the extent of worst case repairs. NMIW accomplished several modeling exercises for purposes of determining potential module and assembly construction feasibility. Structural modules sizes and characteristics have been determined as have the requisite assemblies and subassemblies for each of the modules proposed to be constructed to accomplish all known hull repairs.

NMIW planning to date has included the layout for prefabrication of subassemblies and assemblies into individual hull modules. Preoutfitting of these modules with mechanical and piping items, found during the initial docking survey to require replacement, would occur prior to installation of the new modules into the hull. Consideration of crane lifting and handling gear capacities have guided our determination of all module sizes. Handling abilities related to the ship's drydocking configuration have also been considered.

Materials meeting the requirements specified on Exxon's ALASKA Class 209,000 DWT tanker drawings have been sourced and found to be available in time and quantities sufficient to support our planned fabrication schedule.

NMIW Engineering has worked closely with Port of Portland personnel to evaluate a number of scenarios relative to drydock blocking, drydock and ship stability, hull structure scrap-out, and module handling, placement and installation. Several alternatives possible will be refined when actual conditions become known at the time of the ship's initial docking survey.

SI039764
NWMAR138668

NMIW fully expects to work closely with Exxon design and engineering representatives in all matters concerning the ship's stability, drydocking and structural modification. NMIW's Naval Architect and Chief Engineer is presently a key member of our Exxon Project Team.

Hull structure scrap-out and the installation of new hull modules will be accomplished in accordance with NMIW's high standards of quality as well as those of Exxon and the classification agencies. Alignment integrity will be maintained and certified welders and procedures used for all production work. All work shall meet the approval of both Exxon and appropriate regulatory bodies.

Upon completion of structural and mechanical installations all required tests and inspections will be satisfactorily accomplished and documented. Required certifications from classification agencies will be obtained and provided to Exxon as mutually agreed.

Our proposed schedule for accomplishment of all repairs allows adequate time for the completion of preparation and preservations of both internal and external ship surfaces in accordance with Exxon specifications.

The schedule proposed by NMIW for the accomplishment of required repairs is attached. NMIW's price for the repairs specified at this time is enclosed.

Detailed proposed prefabrication and structural installation sequencing and schedules are available for review and coordination after assignment of this important project. NMIW is confident that it has both the management expertise and the resources necessary to successfully accomplish all phases of the tasks ahead. We look forward to meeting with your representatives and proceeding with this unique effort.

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557
TWX: 910-464-6107 NORMARINE PTL

May 22, 1989

Mr. Herb Leyendecker
EXXON Shipping
800 Bell Street
Houston, Texas 77002-7426

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The assumed contract start date is no later than May 24, 1989 in order to meet the steel delivery schedule. The total project as outlined in this proposal will complete February 16, 1990.

We look forward to reviewing the attached material at your convenience.

Yours very truly,

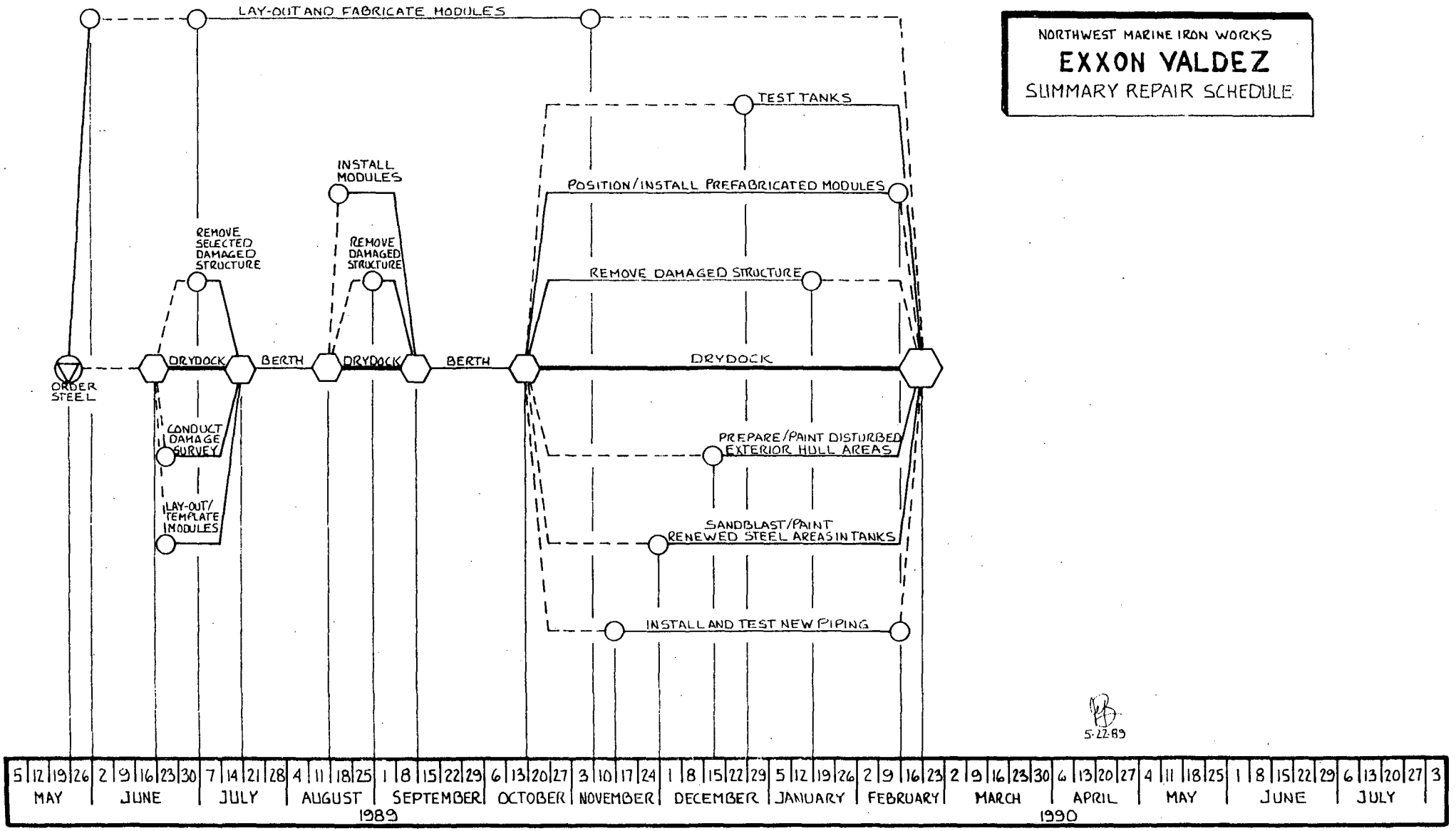
William H. Zavin, II
President

SI039766
NWMAR138670

NORTHWEST MARINE IRON WORKS

EXXON VALDEZ

SUMMARY REPAIR SCHEDULE



SI039767

NWMAR138671

PROPOSAL FOR ACCOMPLISHMENT OF REPAIRS TO THE TANKER EXXON VALDEZ

INTRODUCTION

The purpose of this proposal is to provide the Exxon Shipping Company with a summary of Northwest Marine Iron Works' (NMIW) capabilities, facilities, and plans to accomplish required repairs to the Tanker EXXON VALDEZ. This proposal also provides budget pricing information for Exxon Shipping Company consideration.

FACILITIES

NMIW planning efforts to date have assured the availability of all necessary facilities and services that will be required by the EXXON VALDEZ during the period of her repair. NMIW's coordination with the Port of Portland and a number of our highly experienced and qualified subcontractors has enabled us to reserve the berthage, drydocking and manufacturing facilities, as well as the environmental protection services necessary for this large and important project. In addition, we can provide a high degree of security for assuring that only authorized personnel are permitted into areas in and around the ship.

PROJECT MANAGEMENT AND MANPOWER

In planning the successful accomplishment of repairs to the EXXON VALDEZ, NMIW has assigned several senior management personnel as prospective members of a dedicated project team. These experienced members of our staff have already participated in a detailed evaluation of the task and mobilization of planning, engineering, procurement, and manufacturing resources necessary to consider feasible alternatives for efficient execution of the work.

NMIW's experienced management team together with its qualified line supervision and skilled labor force are prepared to accomplish the job in a minimum amount of time and with a high degree of quality.

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REPAIR OF TANKER EXXON VALDEZ

NMIW has spent the past weeks analyzing the information available from Exxon concerning the damage sustained by the Tanker EXXON VALDEZ. In addition, NMIW has evaluated the ship's construction drawings and specifications in regard to the likely repair requirements. While results of the structural survey to be accomplished during the ship's initial drydocking will provide refined information, NMIW has drafted a detailed proposed repair program that integrates both repair and new construction techniques.

Detailed planning evolutions began utilizing Exxon provided information concerning reported damage and the extent of worst case repairs. NMIW accomplished several modeling exercises for purposes of determining potential module and assembly construction feasibility. Structural modules sizes and characteristics have been determined as have the requisite assemblies and subassemblies for each of the modules proposed to be constructed to accomplish all known hull repairs.

NMIW planning to date has included the layout for prefabrication of subassemblies and assemblies into individual hull modules. Preoutfitting of these modules with mechanical and piping items, found during the initial docking survey to require replacement, would occur prior to installation of the new modules into the hull. Consideration of crane lifting and handling gear capacities have guided our determination of all module sizes. Handling abilities related to the ship's drydocking configuration have also been considered.

Materials meeting the requirements specified on Exxon's ALASKA Class 209,000 DWT tanker drawings have been sourced and found to be available in time and quantities sufficient to support our planned fabrication schedule.

NMIW Engineering has worked closely with Port of Portland personnel to evaluate a number of scenarios relative to drydock blocking, drydock and ship stability, hull structure scrap-out, and module handling, placement and installation. Several alternatives possible will be refined when actual conditions become known at the time of the ship's initial docking survey.

NMIW fully expects to work closely with Exxon design and engineering representatives in all matters concerning the ship's stability, drydocking and structural modification. NMIW's Naval Architect and Chief Engineer is presently a key member of our Exxon Project Team.

Hull structure scrap-out and the installation of new hull modules will be accomplished in accordance with NMIW's high standards of quality as well as those of Exxon and the classification agencies. Alignment integrity will be maintained and certified welders and procedures used for all production work. All work shall meet the approval of both Exxon and appropriate regulatory bodies.

Upon completion of structural and mechanical installations all required tests and inspections will be satisfactorily accomplished and documented. Required certifications from classification agencies will be obtained and provided to Exxon as mutually agreed.

Our proposed schedule for accomplishment of all repairs allows adequate time for the completion of preparation and preservations of both internal and external ship surfaces in accordance with Exxon specifications.

The schedule proposed by NMIW for the accomplishment of required repairs is attached. NMIW's price for the repairs specified at this time is enclosed.

Detailed proposed prefabrication and structural installation sequencing and schedules are available for review and coordination after assignment of this important project. NMIW is confident that it has both the management expertise and the resources necessary to successfully accomplish all phases of the tasks ahead. We look forward to meeting with your representatives and proceeding with this unique effort.

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PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

May 24, 1989

Exxon Shipping Company
800 Bell Street, Room 3409
Houston, Texas 77002-7426

Attention: Mr. H. P. Leyendecker

Subject: EXXON VALDEZ

Gentlemen:

Pursuant to my recent telephone conversations with John Tompkins, our new budget price is as follows:

1. Steelwork — $18,476,641.00
   Based upon a gross (order) weight of 3000 short tons or a net (installed) weight of 2760 short tons, unit prices are:
   $3.0794 per gross lb or
   $3.3472 per net lb

   An estimated allowance of 8% scrap and mill tolerance has been made to arrive at the net weight.

2. Services — $ 2,334,794.00
   Includes cranes and attending riggers, electricity, utilities, berthage, misc. Port of Portland charges and temporary support services.

3. Drydock Charges — $ 4,841,509.00
   Includes (1) haul day, (168) lay days, special blocking and shoring, tugs and pilots for (1) docking evolution.

   Since there is no firm Port of Portland policy regarding the length of time a firmly booked vessel can remain in drydock, we have not included any other docking evolutions other than the one mentioned.

3. Drydock Charges (continued)

   Above time and price does not include the available drydock time for the initial survey, which at present can be scheduled for August 15 through September 9.

4. Hull Coatings $ 322,868.00
   Based upon an estimated area of 132,000 ft^2 in way of renewed steel and adjacent areas.

   Includes near white blast, applying (2) coats each of Owner furnished A.C. and A.F.

   Unit prices for blasting $1.93 per ft^2
   Unit prices for applying paint $0.1282 per ft^2/coat

5. Tank Coatings $ 1,999,731.00
   Based upon an area of 430,300 ft^2 in way of renewed steel and adjacent areas.

   Includes near white blast, applying (2) full coats and (2) strip coats of Owner furnished coating materials.

   Unit price for above $4.6473 per ft^2

   Above has been based upon an accumulative time of (40) days.

   Total of Items 1 - 5 $27,975,543.00

None of the foregoing prices include any costs for pollution control or monitoring. In this instance, it has been assumed that all such costs will end once the vessel has been declared safe for hot work after the initial docking for survey and cleaning.

The foregoing prices are based upon the following parameters:

A. We assume prefabrication of modules utilizing 40'-0" lengths and approximately 40'-0" wide to designed planned height.

B. All cleaning and gas-freeing to have been accomplished during the initial survey availability, and under separate contract.

C. The assumed contract start date of June 12, 1989 is in order to meet planned steel delivery schedule.

D. The E.T.A. of vessel on July 1, 1989 with a planned redelivery date of April 12, 1990.

Our preliminary work schedule is enclosed.

Pipe Renewal Costs
These budget unit prices are not included in the foregoing prices.

Renewing EH steel pipe within damaged tanks, and assumed to be blasted and coated:

1.	16" dia	$400.00/lin. foot
2.	20" dia	$500.00/lin. foot
3.	24" dia	$600.00/lin. foot

Should you need any additional information, please contact us at your convenience.

Yours truly,

William H. Zavin, II
President

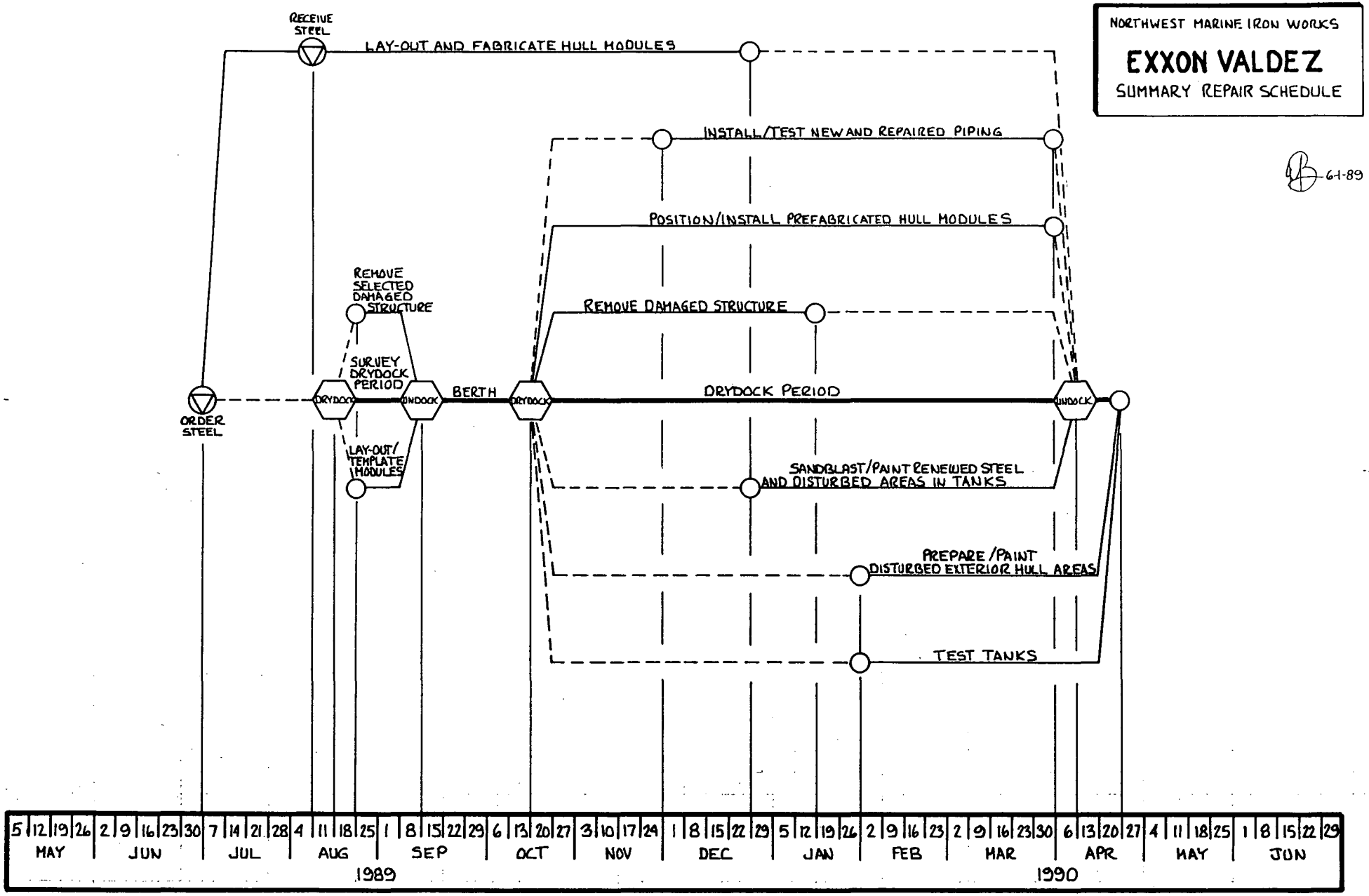
SI039790
NWMAR138677

NORTHWEST MARINE IRON WORKS

EXXON VALDEZ

SUMMARY REPAIR SCHEDULE

6-1-89



SI039791

NWMAR138678

Port of Portland

Box 3529 Portland, Oregon 97208
503/231-5000
TLX: 474-2039

News Release

May 31, 1989
No. 74
MEDIA ADVISORY

Contact: Dick Montgomery (Port)
(503) 231-5000, Ext. 211

Carrie Chassin (Exxon)
(805) 494-2413

VALDEZ DROPPED FROM DRY DOCK 4 SCHEDULE

We have learned that Exxon has cancelled its reservation for Dry Dock 4 for June 19 through July 14, 1989.

The action appears to have been taken for two reasons: (1) Exxon is still evaluating the future of the vessel and has indicated they will be doing so for at least a week or more. Also, time is running out on the June 19 window for access to Dry Dock 4; and (2) There are other demands for the use of Dry Dock 4 during this period which have required Exxon to confirm its earlier reservation. Being unable to do so, Exxon has released its reservation.

It also has been learned the VALDEZ has been certified as "gas free" by the U.S. Coast Guard.

Exxon has reported the additional time being taken to study the vessel's structural integrity is to assure its safe transit to Portland or some other repair site.

All questions concerning the VALDEZ should be directed to Ms. Carrie Chassin, Exxon West Coast spokesperson at (805) 494-2413 in Thousand Oaks, California.

# # #

05/31/89
2457B:11B235

Port of Portland

Box 3529 Portland, Oregon 97208
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# # #

05/31/89
2457B:11B235

June 7, 1989

DRAFT
VIA FAX
Admiral Paul Yost
Commandant
U.S. Coast Guard
Washington, D.C.

RE: Exxon Valdez Repair

Dear Secretary Skinner:

It has been brought to our attention that you may have received reports that the Oregon Delegation is "opposed" to bringing the tanker Valdez to the Portland Ship Repair Yard ("PSRY) for the repair of damage done when the vessel struck a reef in Alaska.

We would like to assure you that this is not the case. We have been, as has the rest of the country, following the aftermath of this accident with great concern. We in the Pacific Northwest know and understand how critical it is to safeguard our precious natural resources. But, we are also anxious for an opportunity to have the Valdez repaired at PSRY as long as adequate environmental safeguards are in place.

We are cognizant of public concern and alarm over any potential for further harm to our coasts and rivers during transport of the Valdez from Alaska to Portland. However, we feel confident that the Governors of Washington, Oregon and Alaska working with British Columbia, as well, have established appropriate mechanisms for assuring safe transport for the Valdez.

It is our understanding that the State of Oregon is open and willing to work with Exxon and the U.S. Coast Guard on this and we are convinced the Coast Guard is well prepared to determine when and how the Valdez can get to port for repair in a manner that fully protects our coastal resources.

In our view, it would be unfortunate indeed to see the repair of the Valdez conducted overseas. A far wiser course is for all concerned -- Exxon, Federal Government, State Governments and ship repair entities in Portland -- to work together to address the legitimate concerns of the public in arranging for repair of this vessel in a U.S. yard.

We appreciate your consideration of our views and look forward to assisting you in any way possible

Sincerely,

Sen. Mark Hatfield

Sen. Bob Packwood

Rep. Ron Wyden

Rep. Les AuCoin

Rep. Denny Smith

Rep. Peter DeFazio

Rep. Bob Smith

72:03:16 ew

June 7, 1989

DRAFT
VIA FAX

Secretary Samuel K. Skinner
Department of Transportation
Washington, D.C. 20005

RE: _____

Dear Secretary Skinner:

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We would like to assure you that this is not the case. We have been, as has the rest of the country, following the aftermath of this accident with great concern. We in the Pacific Northwest know and understand how critical it is to safeguard our precious natural resources. But, we are also anxious for an opportunity to have the Valdez repaired at PSRY as long as adequate environmental safeguards are in place.

We are cognizant of public concern and alarm over any potential for further harm to our coasts and rivers during transport of the Valdez from Alaska to Portland. However, we feel confident that the Governors of Washington, Oregon and Alaska working with British Columbia, as well, have established appropriate mechanisms for assuring safe transport for the Valdez.

It is our understanding that the State of Oregon is open and willing to work with Exxon and the U.S. Coast Guard on this and we are convinced the Coast Guard is well prepared to determine when and how the Valdez can get to port for repair in a manner that fully protects our coastal resources.

In our view, it would be unfortunate indeed to see the repair of the Valdez conducted overseas. A far wiser course is for all concerned -- Exxon, Federal Government, State Governments and ship repair entities in Portland -- to work together to address the legitimate concerns of the public in arranging for repair of this vessel in a U.S. yard.

We appreciate your consideration of our views and look forward to assisting you in any way possible

Sincerely,

Sen. Mark Hatfield

Sen. Bob Packwood

Rep. Ron Wyden

Rep. Les AuCoin

Rep. Denny Smith

Rep. Peter DeFazio

Rep. Bob Smith

72:03:16 ew

MEMORANDUM

TO: PAUL UNGER **VIA FAX**
KEVIN SMITH
KIRK JOHNSON
DOUG MARKER
KURT PTOFENAUER

FROM: MICHELLE GIGUERE

DATE: JUNE 8, 1989

RE: EXXON VALDEZ

On behalf of Northwest Marine Iron Works, I would greatly appreciate your assistance with regard to the repair of the Exxon Valdez.

As you know, Exxon has not yet announced where it intends to have the Valdez repaired. Given the extensive damage done to the Valdez, the repair is expected to be a significant job that will create many jobs.

While the State of Oregon, as well as Washington State and British Columbia, have been working with the Coast Guard and other agencies to assure transport of the Valdez in a manner which fully protects the environment, we have picked up signals that Exxon may be attempting to use "opposition" from the Oregon Congressional Delegation in an effort to convince the Department of Transportation and the U.S. Coast Guard to allow overseas repair.

Senator Hatfield would like to send the attached letter to Secretary Skinner and Commandant Yost and is seeking the support of the entire Delegation.

Because Exxon is close to making a final decision, and also because Secretary Skinner may have an incorrect understanding of the Delegation's position on this matter, we would appreciate hearing from you as soon as possible. Senator Hatfield would like to send the letters by mid-afternoon Friday.

Please call Sean O'Hollaren (at his direct number: 224-8317) in Senator Hatfield's office, if your boss would like to sign the letter. If you have any questions, please don't hesitate to call me ((503) 228-2525) or Jim Beall ((202) 638-3307). Thanks as usual for your help.

102:03:18 ew
cc: Bill Zavin
Art Engel

June 8, 1989

The Honorable Samuel Skinner
Secretary
Department of Transportation
400 Seventh Street, S.W.
Washington, D.C. 20590

Dear Mr. Secretary:

We understand that you may have received reports that members of the Oregon Congressional Delegation are opposed to bringing the tanker Valdez to the Portland Ship Repair Yard (PSRY) for repair. These reports are untrue, and we write to clarify our position.

Put simply, we are anxious for an opportunity to have the Valdez repaired at PSRY and understand that adequate environmental safeguards are now in place.

While we understand the critical importance of protecting our precious natural resources, it is our understanding that less than one barrel of oil remains in the Valdez and that the potential for spillage en route has been minimized. We share the public's concern over any potential for further harm to our coasts and rivers during transport of the Valdez from Alaska to Portland, but are confident that regional governors and government officials have established appropriate mechanisms for assuring the safe transit of the Valdez.

Mr. Secretary, we hope very much that the Valdez will not be sent overseas for repair. The State of Oregon is willing to work with Exxon, the federal government and other state governments to facilitate the ship's transportation and repair as well as to address any outstanding safety and environmental concerns.

We appreciate your consideration of our views and look forward to assisting you in any way possible.

Sincerely,

Mark O. Hatfield
United States Senator

Bob Packwood
United States Senator

Les AuCoin
Member of Congress

Ron Wyden
Member of Congress

Denny Smith
Member of Congress

Bob Smith
Member of Congress

Peter DeFazio
Member of Congress

AGREEMENT

THIS AGREEMENT entered into as of the 25 day of May, 1989, by and between Exxon Shipping Company, herein called "EXXON" with an address of 800 Bell Street, Houston, Texas, 77002-7426, U.S.A. and Northwest Marine Iron Works herein called "Contractor", with an address of 5555 N. Channel Avenue, Building 2, Portland, Oregon 97217.

W I T N E S S E T H: T H A T

In consideration of the mutual covenants herein contained and of the payments hereinafter provided to be made by EXXON to Contractor, the parties hereto agree as follows:

I.

GENERAL SCOPE OF WORK

1. As stipulated in Contractor's tender of May 17, 1989, Contractor agrees to provide all labor, materials, machinery, tools, working area, and equipment necessary to complete all the repairs, renewals, alterations, replacements and/or conversions to the

VESSEL	DWT	GROSS REGISTERED TONS	LOA	BEAM MLD
EXXON BATON ROUGE	75,749	34,266	809'10"	125'00"

outlined in the attached specification (hereinafter called "Work") which have previously been submitted by EXXON to Contractor and are incorporated herein and made a part of this Agreement.

2. The purpose of said specification is to guide the Contractor and help define the scope of the Work and the results to be achieved. Contractor agrees not to depart from the requirements of the specification unless such departure is satisfactory to EXXON and EXXON has consented to same in writing. It is understood and agreed that the Work and the obtaining of necessary dimensions, detailed additional plans, drawings, labor, machinery, materials, supplies and equipment, shall be the obligation of and at the expense of Contractor. If there is any conflict between any provision of this Agreement, the specification and/or any other document or writing which may have been executed by or passed between the parties hereto in connection with the Work, it is understood and agreed that the provisions of this Agreement shall be controlling.

3. EXXON reserves the right to alter, enlarge, reduce, modify or otherwise change the Work (including the specification) at any time for any reason. All changes to the Work shall be fully documented in writing by the Contractor or EXXON and approved in writing by EXXON. In addition, any conduct (action, inaction, written or oral communication) on the part of EXXON that the Contractor considers to be a change to the Work or specification or that the Contractor considers will change the Contract Delivery Date (Article III) shall be fully documented by the Contractor and submitted to EXXON for approval. In documenting and costing any change initiated by EXXON, the Contractor shall state within two days after receiving the change order the effect of the change on the Contract Delivery Date. For each such change, both parties shall mutually agree to the lump sum cost of the change and its effect, if any, on the Contract Delivery Date in writing at the time EXXON authorizes the change and prior to the commencement of the Work covered by the change. Cost of any deletions made shall be that cost (or prorata or adjustments thereof if any) stipulated by the Contractor as the final fixed

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price for the item as submitted to EXXON by the Contractor in Contractor's tender and accepted by EXXON.

In the event the parties are unable to agree on the lump sum cost of any change, then in those exceptional cases, EXXON shall have the right to require the Contractor to proceed with the Work covered by the change with payment to be made on either a unit price basis or a time and material basis. Extra work items that are agreed upon shall be billed at the same unit rate as quoted in the bid specification. EXXON shall have the right to require additional control procedures that will distinguish between those individuals working on lump sum from those working on unit price or time and material. Work performed on a unit price basis shall be billed at the cost per unit of Work determined from the Contractor's tender and accepted by EXXON. Units of Work, as defined above, shall be as detailed in the applicable portion of the specification on which the tender was made. Units of Work performed, including a list of employees, time worked and materials used, shall be listed in detail and verified and signed by the EXXON representative daily. Work performed on a time and materials basis shall be billed at the straight time or overtime labor rates indicated in the Contractor's tender and accepted by EXXON. Materials used in performing time and materials Work shall be billed at Contractor's net cost plus 10% markup for handling. Net cost is defined as net cost paid by Contractor or its subcontractors and includes all cash, trade, and volume discounts and any applicable freight allowances or equalization. Invoices submitted to EXXON by Contractor for time and materials Work shall be accompanied by the following detailed supporting documentation: for labor charges, computerized or manually prepared listings of labor hours expended with person's name for each item for work, verified and signed by the EXXON representative in the shipyard on a daily basis; for stock materials, computerized or manually prepared listings for each material

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item used, verified and signed by the EXXON representative in the shipyard; for outside direct purchase material, copies of all vendors' invoices, verified and signed by the EXXON representative in the shipyard. The above support for labor and material will be supplied and verified on a daily basis between the EXXON representative and the Contractor.

4. Any structural parts specified to be renewed which can be restored to their original condition by fairing, et cetera, also any parts specified to be removed for fairing which can be faired in place to the satisfaction of the American Bureau of Shipping classification surveyors, U.S. Coast Guard, other governmental authorities having jurisdiction, and EXXON's Representative will be accepted; on the other hand, any parts found broken or which are broken in removal of fairing, as result of the Contractor's negligence, are to be renewed by the Contractor at its own expense.

5. In the event that any of the Vessel's machinery, equipment or fittings are used by Contractor or Contractor's agents, representatives of subcontractors, for any purpose whatsoever, Contractor agrees to restore or replace same as necessary to return these items to EXXON in the same condition they were in prior to such use.

6. Contractor will notify EXXON in writing if there is or will be any appreciable scrap and salvage material resulting from the performance of the Work. Unless Contractor is otherwise notified by EXXON in writing to the contrary, any such applicable scrap and salvage material shall be the property of EXXON and EXXON shall advise Contractor as to the disposition of same. EXXON, however, is under no obligation to accept such materials. Any proceeds from the sale of said scrap and salvage material by Contractor shall be credited to EXXON's account.

7. Should Contractor require the removal or shifting of engines, auxiliary machinery or any other part of the Vessel, including its fittings,

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equipment, stores, fuel, water ballast, etc., or should it become necessary for Contractor to remove the Vessel from Contractor's yard, all for the purpose of performing the Work, the same shall be done at the sole risk of Contractor. Any damage or loss resulting from any such activity as well as the costs and consequences of such removal and restoration shall be the responsibility of Contractor.

8. During the period of this Agreement, Contractor agrees to be responsible and pay for all expenses of wharfage, daily garbage removal, towage, dockage, running and tending lines as well as for providing services necessary for the completion of the Work such as water for testing and refilling tanks. If Contractor requires that the plant be totally or partially shut down, Contractor shall, at its cost, supply steam and/or electrical power as required to maintain services aboard Vessel (e.g., heating, lighting, cooling, sanitary service, etc.), protect Vessel from harmful consequences (e.g., freezing damage), and assist, if requested by EXXON, the start up of the plant when Work is concluded. Upon completion of the Work, Contractor shall, if requested, fill all of Vessel's potable and fresh water tanks with potable water at Contractor's expense. Costs incurred by Contractor for such services described above shall be included in Contractor's basic contract price stipulated in Article IV herein.

II.

MATERIAL AND WORKMANSHIP

1. EXXON's Representative for the purpose of inspecting and administering this Agreement on behalf of EXXON shall be Steven M. Day or any other person that EXXON may from time to time designate by notice in writing (EXXON's Representative).

2. All workmanship and materials are to be of the highest quality, and are to conform to the requirements and regulations of the American Bureau of

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Shipping classification society, the U.S. Coast Guard and other governmental authorities that have jurisdiction. Contractor is obliged to inform EXXON of any modifications to the specification required in order that this conformance be accomplished. EXXON, through its Representative, shall, as promptly as practical, approve all work and materials conforming to the requirements of this Agreement and shall, as promptly as practical, reject all work and materials not conforming thereto. Rejected workmanship shall be satisfactorily corrected and rejected material satisfactorily replaced with proper material without charge therefor.

EXXON's judgment with respect to workmanship and/or material inspected and rejected shall be binding and final. Nothing done or permitted to be done by or on behalf of EXXON under this paragraph shall be deemed to be construed as a waiver of objection or an admission that any materials or workmanship are of the standard required for due performance of this Agreement.

3. In the event that any of the materials specified in the specification are unprocurable, Contractor shall so apprise EXXON's Representative as to such condition, and with each specific apprisal, Contractor shall thereupon provide equivalently suitable material.

4. In order to permit inspection of the Work, at no expense to EXXON, EXXON and EXXON's Representative shall have reasonable access during working hours to Contractor's yard and to its workshops where the Work is being furnished by Contractor. All inspections, tests and approvals shall be performed in such a manner as not to delay the Work unnecessarily.

III.

DELIVERY, LIQUIDATED DAMAGES AND FORCE MAJEURE

1. In view of the loss of revenue to EXXON resulting from the inactivity of the Vessel during the course of the Work, it is acknowledged and agreed that time is of the essence in the performance of the Work and this Agreement.

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2. Contractor's time and responsibility for the Vessel shall commence when the Vessel is delivered to Contractor's yard or pier at which the Vessel can always be safely afloat and shall cease when the Work has been completed to the satisfaction of EXXON and the Vessel has been redelivered to and accepted by EXXON. Contractor is obliged to remove all of its equipment and tools from the Vessel as well as to remove all rubbish and debris from tanks, holds and other working areas prior to redelivery; the Work not being completed until these things have been accomplished.

3. Contractor shall complete the Work to the satisfaction of EXXON and redeliver the Vessel within twenty-two (22) consecutive calendar days from the actual date of delivery of Vessel to Contractor when it is certified safe and gas free. If the Work is not completed and the Vessel redelivered to and accepted by EXXON within time herein specified or as amended pursuant to Article I, notwithstanding any other provision of this Agreement, the sum of $33,875.00 shall be deducted from the contract price as agreed liquidated damages for the delay and not as penalty, for each and every calendar day or fraction thereof elapsing between the specified completion and redelivery date until the date when the Vessel is actually completed, redelivered and accepted.

4. The redelivery date may be extended in the manner and pursuant to procedures described in paragraph 5 of this Article III by reason of an event of Force Majeure as herein defined. Force Majeure as employed in this Agreement shall be deemed to mean all causes resulting in delay which are beyond the control of Contractor and which are not in any way caused by the willful act, fault or neglect of the Contractor and shall include, but not be limited to, (i) Acts of God (except inclement weather or storm of the ordinary seasonable nature); (ii) earthquakes, hurricanes, lightning or floods; (iii) war between the United States of America and any foreign country; (iv) expropriation or intervention of civil or military authorities or other

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departments, agencies or instrumentalities of government; (v) government priorities; (vi) strikes or slowdowns (excluding lockouts and insufficient quantity and quality of any labor forces); (vii) explosions, fires or vandalism; (viii) riots, insurrections, sabotage, blockades, embargoes, or epidemics; and (ix) non-delivery of materials and equipment to be furnished by EXXON.

5. In the event that the performance of the Work by Contractor shall be delayed, hindered or prevented by reason of Force Majeure, the Contractor shall immediately notify EXXON by TWX, confirmed by letter, of the existence of said Force Majeure event within 24 hours from the date of the commencement of said delay, hindrance or prevention. The confirming letter shall include Contractor's estimate of the probable overall effect thereof on the Redelivery Date. Failure to send such timely notice shall be deemed to be a waiver by Contractor of the right to assert that Force Majeure excused such delay, hindrance or prevention. Contractor shall exercise due diligence to prevent, eliminate or overcome such cause and to resume performance.

Within 24 hours after the delay, hindrance or prevention ends, Contractor shall give EXXON notice by TWX of the date it ended and the probable extension of the Redelivery Date, if any, caused by such delay, hindrance or prevention, and within an additional 24 hours thereafter, Contractor shall notify EXXON of the extension of the Redelivery Date, if any, to which Contractor claims to be entitled as a result of Force Majeure. If within 7 days after the receipt of that notice EXXON shall not have objected to such extension, it will be deemed to have consented thereto. No extension shall be due to Contractor unless:

(i) Contractor has duly given the notices and statements hereinabove required, and

(ii) the delay has not in any way been caused or contributed to by any willful act, fault or neglect of Contractor, and

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(iii) Contractor has since the occurrence of the contingency taken all reasonable steps open to it to mitigate the effect of the contingency upon the Redelivery Date.

And in the event of any dispute between the parties the burden shall be on Contractor to establish:

(i) the facts entitling it to rely on this clause, and

(ii) that the requirements (i), (ii), and (iii) above are satisfied.

6. It is further understood and agreed that if the Contractor should complete the Work and redeliver the Vessel before the time required herein, EXXON shall not be liable to Contractor for any premium or special bonus payment.

IV.

PAYMENT TO CONTRACTOR AND AUDITING RIGHTS

1. In accordance with this Agreement, EXXON agrees to pay Contractor the lump sum price of three million six hundred thirty-nine thousand three hundred fourteen and no/100 dollars ($3,639,314.00) as bid with adjustments for agreed canceled and/or additional items.

As full consideration for work performed, EXXON agrees to pay Contractor progress payments. Interim bills will be rendered at seven (7) day intervals in the shipyard and interim payments will be made within seven (7) days after receipt from the Contractor. EXXON will advance eighty percent (80%) of the amount due for work then completed. After delivery of the vessel to and acceptance by EXXON, the full amount due less the above progress payments will be paid to Contractor by EXXON within thirty (30) calendar days following receipt of Contractor's itemized invoice mailed to EXXON SHIPPING COMPANY at P.O. Box 1512, Houston, Texas, 77251-1512, U.S.A., Attention: FLEET SERVICES. Contractor shall arrange the final invoice it submits properly supported and in accordance with the following:

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a. One item of work to one sheet of paper. If a specification has one hundred (100) items, EXXON expects an invoice of 100 sheets.

b. The repair specification (include complete repair number) as issued to Contractor shall be completely rewritten as the first part of the invoice, together with individual prices.

c. Any extra credit or cancellation applicable to an item of the original specification shall be shown with price, or credit, immediately after each item of the specification. A separate number shall not be required for these extras, credits, or cancellations. Contractor shall show the net amount of each item on each sheet.

d. All extras which cannot be added to items of the original specification shall be shown as the second part of the invoice with appropriate item and code numbers to be supplied by EXXON's Representative. Each extra item shall show the agreed price.

e. A recapitulation will be indicated on the last sheet showing original contract, cancellations, credits, extras and net total.

f. Original invoice with five (5) copies shall be submitted to EXXON by Contractor.

2. In the event any payment or payments otherwise due to Contractor under this Agreement are subject to any dispute or disagreement between the parties concerning the quality, skill, progress, cost changes or safety of the Contractor's work, or the quality or type of materials (meeting regulatory agency or governmental requirements) utilized by the Contractor or any other matter arising under any of the other Articles of this Agreement, then, pending resolution of said dispute, EXXON shall have the right to prevent termination of this Contract by Contractor by depositing the dollar amount of payments then under dispute with an escrow holder, which shall be a national banking association or trust company. Said amount shall be held by the escrow

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holder in interest-bearing accounts and any interest accruing thereon (at the rate paid by the escrow holder), less lawful charges, shall be paid to the party who prevails in any such dispute to the extent it prevails. This paragraph shall be subject to all other Articles of this Agreement and is intended to provide for the specific event of imminent termination of this Agreement by Contractor or delay in the redelivery of the Vessel. If the provisions of this paragraph are availed of, Contractor shall continue with the Contract Work if EXXON so directs.

3. EXXON shall have the right to examine or audit Contractor's or its subcontractor's records to the extent reasonably necessary to verify compliance with the terms of this Agreement and specification including the costs of any Work that may per Agreement be performed on a time and/or material basis and labor, materials and equipment provided under unit price basis along with activities dealing with Article XIII, CONFLICT OF INTEREST and Article XIV, BUSINESS ETHICS. Contractor shall retain and require its subcontractors to retain all pertinent records for a period of three (3) years after redelivery of the Vessel or termination of this Agreement.

V.

TERMINATION

1. If Contractor should fail at any time to provide the necessary materials, labor, tools, equipment, utilities, and supervision for the proper performance of the Work, or should otherwise breach this Agreement in whole or in part, or fail to use due diligence in the performance thereof, or should Contractor become insolvent, or should insolvency, receivership or bankruptcy proceedings be commenced by or against Contractor, or should Contractor make an assignment for the benefit of creditors, then EXXON may, but is under no obligation to, in addition to all other remedies available at law or in equity, terminate this Agreement and take over the Work and perform same

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through EXXON's employees or another contractor all or any part of the Work then remaining unperformed after giving to Contractor written notice of EXXON's election so to do. If EXXON should exercise such right, Contractor will receive no further payments until the Work has been completed; then, if the total cost of completion is less than the contract price, EXXON will pay the difference to Contractor. If however, the total cost of the Work exceeds the contract price, Contractor shall pay the difference to EXXON upon demand.

2. EXXON shall have the right, at any time for any reason, to terminate this Agreement by giving at least 3 days notice in writing to Contractor, who shall then be entitled to full payment for the part of the Work done in accordance with this Agreement up to the time of such termination. EXXON shall not be held liable for any damages, including those for anticipated profits, because of such termination. Should this Agreement be terminated before the completion of the Work for any cause whatsoever, Contractor shall promptly redeliver Vessel to EXXON and remove Contractor's equipment and supplies from the Vessel.

VI.

INDEPENDENT CONTRACTOR, INDEMNITY AND LIABILITY PROVISIONS

1. All Work done by Contractor shall be required to meet the approval of EXXON's Representative, but the detailed manner and method of doing the Work shall be under the control of Contractor. It is understood that Contractor is an independent contractor as to all Work performed hereunder. Without altering or impairing the independent contractor relationship and except as provided in paragraph 2 of this Section VI of this Agreement, Contractor agrees to protect, indemnify and hold EXXON harmless from and against any and all claims, demands and causes of action of every kind and character, including without limitation, claims by Contractor's and its subcontractors' employees and EXXON's employees, based upon personal injury, death or loss of

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or damages to property arising out of or related to the Work performed hereunder or equipment utilized in connection therewith, resulting, in whole or in part, from the negligent acts or omissions of Contractor or its subcontractors, provided that if such claim, demand or cause of action is due to the joint or concurrent negligence of Contractor, its subcontractors, EXXON or any other party, Contractor's responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of Contractor and its subcontractors contributed thereto. Contractor shall be responsible for and shall hold EXXON harmless for all damage and loss sustained to Contractor's or its subcontractors' tools and equipment utilized in the performance of all Work hereunder and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its subcontractors, even if such loss of damage results from the negligence of EXXON.

2. Contractor shall compensate EXXON for loss of or damage to the Vessel, or any consequences thereof, which results from the negligence or willful misconduct of Contractor or its subcontractors in the performance of the Work. Where such loss or damage is the result of the joint negligence or willful misconduct of Contractor and/or its subcontractors with any other party including EXXON, Contractor's duty to compensate EXXON shall be in proportion to Contractor's and its subcontractors' allocable share of such joint negligence or misconduct.

Contractor's duty to compensate EXXON for loss of or damage to the Vessel, or any consequences thereof, shall be limited to the greater of: 1) $1,000,000 or 2) the amount recoverable by Contractor or its subcontractors under the valid and collectible insurance carried by Contractor and its subcontractors, or the amount which would have been recoverable under such insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. This limitation on

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contractual liability for loss or damages to the Vessel shall in no way limit or otherwise exclude the payment of liquidated damages in any amount which may be due and payable under Article III, paragraph 3 of this Agreement.

3. Contractor shall indemnify EXXON for loss of or damage howsoever caused to EXXON's property intended to be incorporated into or used in the Work to be performed while in Contractor's care, custody or control prior to installation aboard the Vessel provided such loss or damage does not result from EXXON's negligence.

4. In the event that EXXON's Vessel is damaged through no fault of EXXON, while on the premises of the Contractor, and such damage exceeds the amount of Contractor's liability under this Agreement as set forth in this Paragraph, VI., 2, all work performed by Contractor to repair or restore the Vessel to its original condition shall be billed at a non-profit rate which is subject to audit before final payment. Owner reserves the right to examine all Contractor's books, documents and other cost information related to the damage repair.

VII.

WARRANTY AND LIENS

1. Contractor warrants that its workmanship shall conform to the highest standards of the trade and according to the rules of the American Bureau of Shipping, the U.S. Coast Guard and any other governmental authorities having jurisdiction, regulatory agencies and to specifications and undertakings otherwise contained in this Agreement. Contractor warrants and guarantees all Work, workmanship and materials against original defects and against failure under ordinary usage, exclusive of ordinary wear and tear, for 90 calendar days from the date of redelivery of the Vessel to EXXON, and under such guarantee Contractor agrees to repair or replace defective work and materials and any immediate damage to the Vessel resulting therefrom at no expense to

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EXXON. If such repair or replacement cannot be conveniently made or be timely made at Contractor's shipyard, Contractor shall forthwith pay to EXXON the actual cost of supplying the materials and doing the Work at straight time rates at a shipyard designated by EXXON and consented to by Contractor (which consent shall not be unreasonably withheld) and the payment of such sum shall completely discharge Contractor only from its obligation to replace the defective parts or to remedy the defective workmanship. Contractor and EXXON shall exert their best efforts to minimize the cost of all such repairs or replacements. Contractor shall also secure the extension to EXXON of all manufacturers' warranties existing on machinery and equipment installed hereunder. The foregoing period of 90 calendar days shall be extended by a day for each day for which the Vessel cannot be operated as the direct consequence of a warranty deficiency and any immediate damage resulting therefrom.

2. EXXON may require Contractor to furnish a list of all fabricators, materialmen, subcontractors, and workmen involved in the Work, together with evidence satisfactory to EXXON of payment of all amounts for wages, materials furnished and other indebtedness of Contractor and its subcontractors in connection with that portion of the Work covered by any invoice. If, at any time, there should be evidence of any actual or threatened lien or claim for which EXXON or its property might become subject or liable and which is chargeable to Contractor, EXXON may retain out of any payment to Contractor then due or thereafter to become due an amount sufficient to completely indemnify EXXON against such lien or claim until such time as Contractor shall deliver to EXXON a complete release or receipt satisfactory to EXXON discharging such lien or claim. EXXON may at any time pay and discharge such lien or claim and deduct the amount so paid, together with costs and attorneys' fees, from any payment then due or thereafter to become due to

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Contractor. If any lien or claim remains unsatisfied after final payment has been made, Contractor shall refund to EXXON the entire sum that EXXON may be compelled to pay in protecting its interest or in discharging such lien or claim, together with all costs and attorneys' fees.

VIII.

INSURANCE

1. Contractor shall carry and maintain in force the following insurances with companies satisfactory to EXXON.

a. Workers' Compensation and Employers' Liability

For all its employees engaged in performing Work hereunder, workers' compensation insurance, including the U.S. Longshoremen's and Harbor Workers' Compensation Act endorsement, and employers' liability insurance or similar social insurance in accordance with Law which may be applicable to said employees.

b. Comprehensive General Liability

Its normal and customary comprehensive general liability insurance coverage, including ship repairers' legal liability, and policy limits or at least $1,000,000 coverage, whichever is larger, for injury, death or property damage resulting from each occurrence.

c. Automobile Liability

Automobile liability insurance coverage and policy limits covering owned, non-owned and rented automotive equipment providing at least $1,000,000 coverage for injury, death, or property damage resulting from each occurrence.

Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to EXXON or others.

2. Upon request, Contractor shall have its insurance carrier(s) furnish to EXXON certified copies of their insurance policies and/or insurance

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certificates specifying that no insurance will be cancelled or materially changed while Work is in progress without thirty (30) calendar days' prior written notice to EXXON.

3. If Contractor subcontracts any part of the Work, Contractor shall require its subcontractors to maintain insurance specified in the subcontracts, but shall not require subcontractors to carry insurance which would duplicate the coverage of the insurance carried by Contractor. If requested by EXXON, Contractor shall have its subcontractors furnish the same evidence of insurance required of Contractor.

4. Contractor and its subcontractors shall not commence the Work until all of the insurance required of Contractor and its subcontractors are in force and the necessary certificates and statements, if requested by EXXON, have been received by EXXON.

IX.

WORK BY EXXON

EXXON shall have the right from time to time during the performance of Work by Contractor hereunder to perform various tasks around the Vessel. In the event EXXON exercises this right, EXXON agrees to protect, indemnify and hold Contractor harmless from and against any and all claims, demands and causes of action of every kind and character, including without limitation, claims by EXXON employees and employees of Contractor and its subcontractors, based upon personal injury, death or loss of or damages to property arising out of or related to the Work performed hereunder or equipment utilized in connection therewith, resulting, in whole or in part, from the negligent acts or omissions of EXXON, provided that if such claim, demand or cause of action is due to the joint or concurrent negligence of EXXON, EXXON's responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of EXXON contributed thereto.

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X.

TAXES

Contractor shall pay all taxes, levied or assessed against Contractor or its property, or imposed on Contractor, or required to enable the Contractor to engage in the business of performing the contract work, including without limitation income and franchise taxes, personal property taxes, licenses and fees including import and/or export licenses and fees. Any applicable state and local sales taxes shall be collected by Contractor, but Contractor shall not collect sales taxes from EXXON on property or services for which EXXON furnishes Contractor a properly completed exemption certificate.

Contractor shall be responsible for, and shall pay at its own expense when due and payable, all employment taxes and contributions imposed by law, regulations, or trade union contracts, with respect to, or measured by the compensation paid to, employees of Contractor, including without limitation, taxes and contributions for unemployment compensation insurance, old age benefits, welfare funds, pensions and annuities, health insurance and worker's compensation insurance. If, for any reason, EXXON is required to pay any such taxes or contributions imposed with respect to, or measured by the compensation paid to, individuals treated as employees or subcontractors of Contractor by EXXON and Contractor, Contractor agrees to reimburse EXXON on demand at Houston, Texas, for all such taxes or contributions; or at its election, EXXON is authorized to deduct all sums so paid for such taxes and contributions from such amounts as may be or become due or owing to Contractor hereunder.

XI.

COMPLIANCE WITH LAW

Contractor shall comply and secure compliance by subcontractors with all applicable laws, ordinances, requirements or regulations of any municipal,

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local or any other governmental authorities or agency. Contractor shall defend, indemnify and hold EXXON harmless from all liability for all such claims, suits and proceedings brought against EXXON and liability imposed on EXXON by reason of any violation or alleged violation of law by Contractor or its subcontractors.

XII.

EQUAL OPPORTUNITY

It is understood by both parties to this Agreement that Contractor is an Equal Opportunity Employer and that in the performance of this Agreement, Contractor shall not engage in any conduct or practice which violates any applicable law, order, or regulation prohibiting discrimination against any person by reason of race, color, religion, national origin, sex or age, or on account of being handicapped, a disabled veteran, or a veteran of the Viet Nam Era.

XIII.

CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with EXXON's best interests. This obligation shall apply to the activities of the employees and agents of Contractor in their relations with the employees, and their families, of EXXON and of third parties arising from this Agreement and accomplishing work hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainments, payments, loans, or other considerations for the purpose of influencing individuals to act contrary to EXXON's best interests.

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XIV.

BUSINESS ETHICS

1. Contractor agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of EXXON under the provisions of this Agreement and/or any amendments to it.

2. Contractor agrees that all financial settlements, billings, and reports rendered to EXXON as provided for in this Agreement and/or any amendments to it, will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of EXXON, which data may be relied upon as being complete and accurate in any further recording and reporting made by EXXON for whatever purpose.

3. Contractor agrees to notify EXXON promptly upon discovery of any instance where Contractor fails to comply with provisions above or where Contractor has reason to believe that data supplied above is no longer accurate and complete.

XV.

NOTICES

All notices hereunder shall be in writing and shall be delivered personally or by certified mail, postage prepaid, to the parties hereto at the following respective addresses, unless changed by written notices. All said notices shall be deemed to have been received when properly posted.

To Contractor: Northwest Marine Iron Works
5555 N. Channel Avenue, Bldg. 2
Portland, Oregon 97217

To EXXON: Exxon Shipping Company
800 Bell Street
Houston, Texas 77002-7426 U.S.A.

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XVI.

ARBITRATION

1. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in the City of Houston, Texas, United States of America, pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by EXXON, one by CONTRACTOR and one by the two so chosen. The arbitrators may grant any relief and render any award, which they, or the majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards pursuant to this Article may include costs, including a reasonable allowance for attorneys' fees, and judgments may be entered upon any award made hereunder in any court having jurisdiction in the premises.

2. In the event of reference to arbitration of any dispute arising out of matters occurring prior to completion of the Work as defined in the Agreement, Contractor shall not interrupt the Work, but the arbitration award shall include a finding, if appropriate, as to the extent, if any, to which the Stipulated Completion Time should be adjusted.

XVII.

INTERPRETATION, COMPLIANCE WITH LAW

1. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE LEGAL RELATION OF THE PARTIES THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, U.S.A. AND THE GENERAL MARITIME LAW OF THE U.S.A.

2. No change in this Agreement or waiver of any provisions thereof shall be binding unless it be in writing and signed by both parties or by exchanges of cables or telexes, confirmed by writing, specifically stating that same is an amendment to this Agreement.

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NWMAR138711

3. The headings of Articles are for convenience of reference only and shall not affect the interpretation of this Agreement.

4. This Agreement shall be subject to the obtainment of any necessary licenses, permits or other Government approvals of the Country (or any political subdivision thereof) in which the Work will be performed and Contractor warrants that it will ensure that, at its sole expense, any such licenses, permits or other approvals are duly obtained.

XVIII.

HEALTH AND SAFETY

Contractor shall provide a safe place to work for its employees and hereby agrees that, prior to commencement of the Contract Work, Contractor will inspect EXXON's Vessel and ascertain whether any health or safety hazards exist which would require the use of personal protective equipment or specific operating practices in order to provide Contractor's employees with a safe place to work. EXXON will make available to Contractor, Material Safety Data Sheets (MSDS) in EXXON's possession on known toxic or hazardous substances carried as cargo on any vessel presented to Contractor for repair or alteration to which Contractor's employees are likely to be exposed while performing work. Contractor shall notify its employees of all health and safety hazards to which Contractor's employees shall be exposed and shall supply its employees with all necessary personal protective equipment and enforce such operating practices as are necessary to provide a safe place to work. Should Contractor encounter conditions on or in the Vessel that indicate its employees are potentially exposed to unsafe conditions, hazardous substances or materials, Contractor will immediately bring this fact to the attention of EXXON and shall supply Contractor's employees with all necessary personal protective equipment and enforce such operating practices as are necessary to provide a safe place to work. Contractor shall furnish its

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employees, at all times, with any necessary protective clothing and equipment to avoid any harmful exposure while on or in the Vessel.

XIX.

ASBESTOS HANDLING

Where work is to be performed on asbestos or existing asbestos is to be removed, Contractor shall take the following precautions. All work under this contract shall be in strict accordance with the most recent edition of all applicable national, state, and local regulations, standards, and codes governing asbestos abatement. Where conflict with the attached specification exists, the most stringent requirements shall be followed. Contractor shall review and follow the procedures and guidelines set forth in the attached specification pertaining to asbestos. In addition, it is the obligation and responsibility of the Contractor to ensure that its employees and/or the employees of any and all subcontractors involved with asbestos related work conditions shall be adequately trained in asbestos handling precautions and in the use of personal protective equipment and be fully informed about the consequences of exposure to asbestos and that they perform all work in accordance with the attached specification. Any delay to the Work caused by Contractor's failure to comply with the requirements of this provision shall not be considered as a force majeure event and shall not entitle Contractor to any extension of the Contract delivery date.

XX.

ASSIGNABILITY

Contractor shall not assign its right or obligations or any sums that may accrue to it hereunder without the written consent of EXXON first having been obtained. Contractor shall not subcontract any part of the Work without the prior written consent of EXXON, which consent shall not be unreasonably

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withheld. Subcontracting of any of the Work shall not relieve Contractor of its responsibilities and obligations under this Agreement.

XXI.

WAIVER

No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

XXII.

ENTIRE AGREEMENT

This writing is intended by the parties to be the final, complete and exclusive statement of their Agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT.

EXECUTED on the date first above written.

WITNESS:

EXXON SHIPPING COMPANY

_____ BY _____

Name:
Title:

WITNESS:

Contractor

_____

Name: WILLIAM H ZANE II
Title: President

[D] 9570k

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NWMAR138714

EXXON GALVESTON

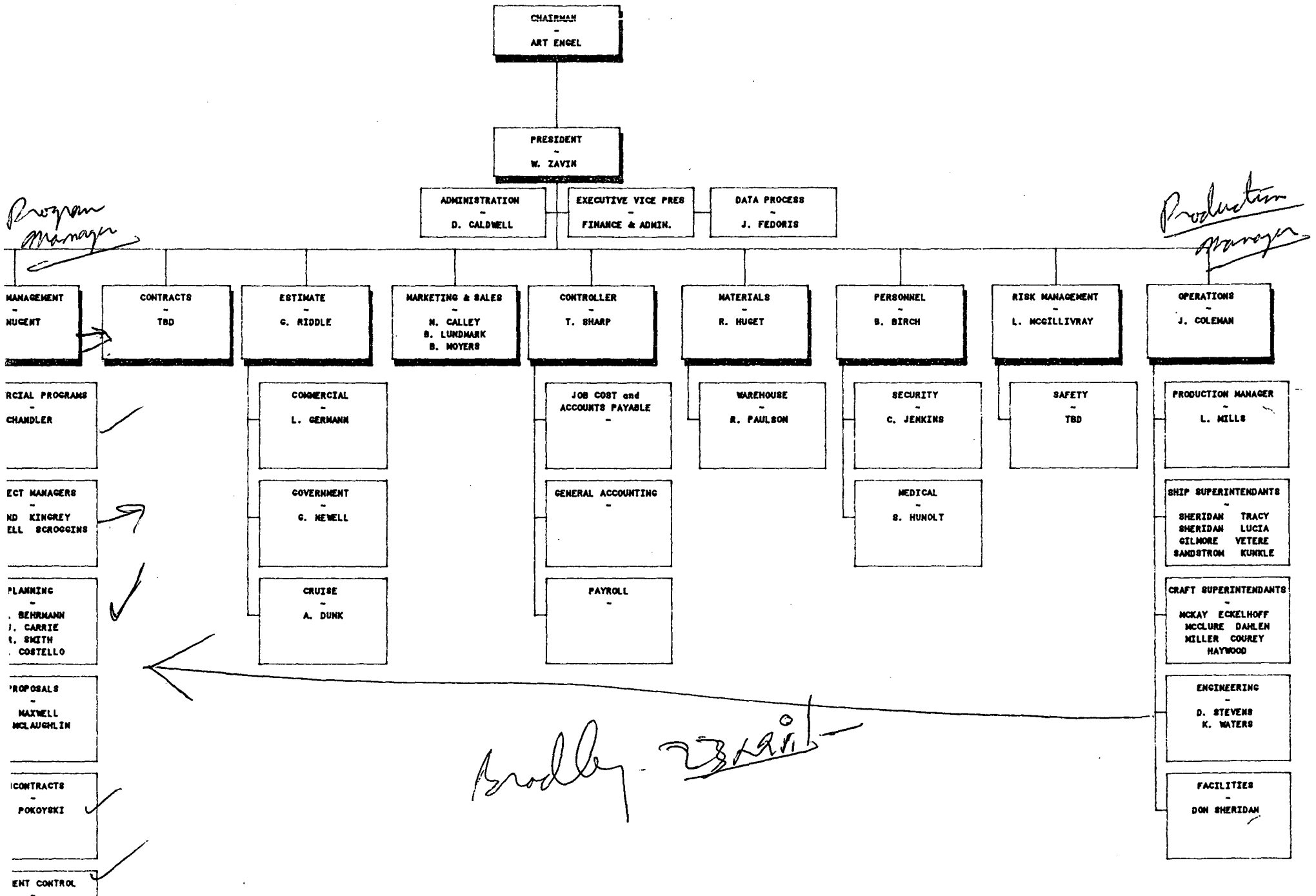
SUBCONTRACTOR Tanko		$800,000.00
SERVICES		
Gangway	1,600.00	
Telephone	560.00	
Line Handlers	2,000.00	
Shore Power	35,000.00	
Steam	1,200.00	
Firemain	750.00	
Sewage	1,200.00	
Garbage Removal	7,500.00	49,810.00
GRIT REMOVAL		49,504.00
CRANE SUPPORT		24,000.00
MASK/PROTECT VALVES		2,400.00
		$925,714.00

200,000 SQ. FT. BLAST AND PAINT - BLAST TO NEAR WHITE AND PAINT TWO (2) COATS OWNER FURNISHED EPOXY.

12 W.P. Davis Clear

Real estate strategies - industry

NORTHWEST MARINE IRON WORKS
PORTLAND, OREGON



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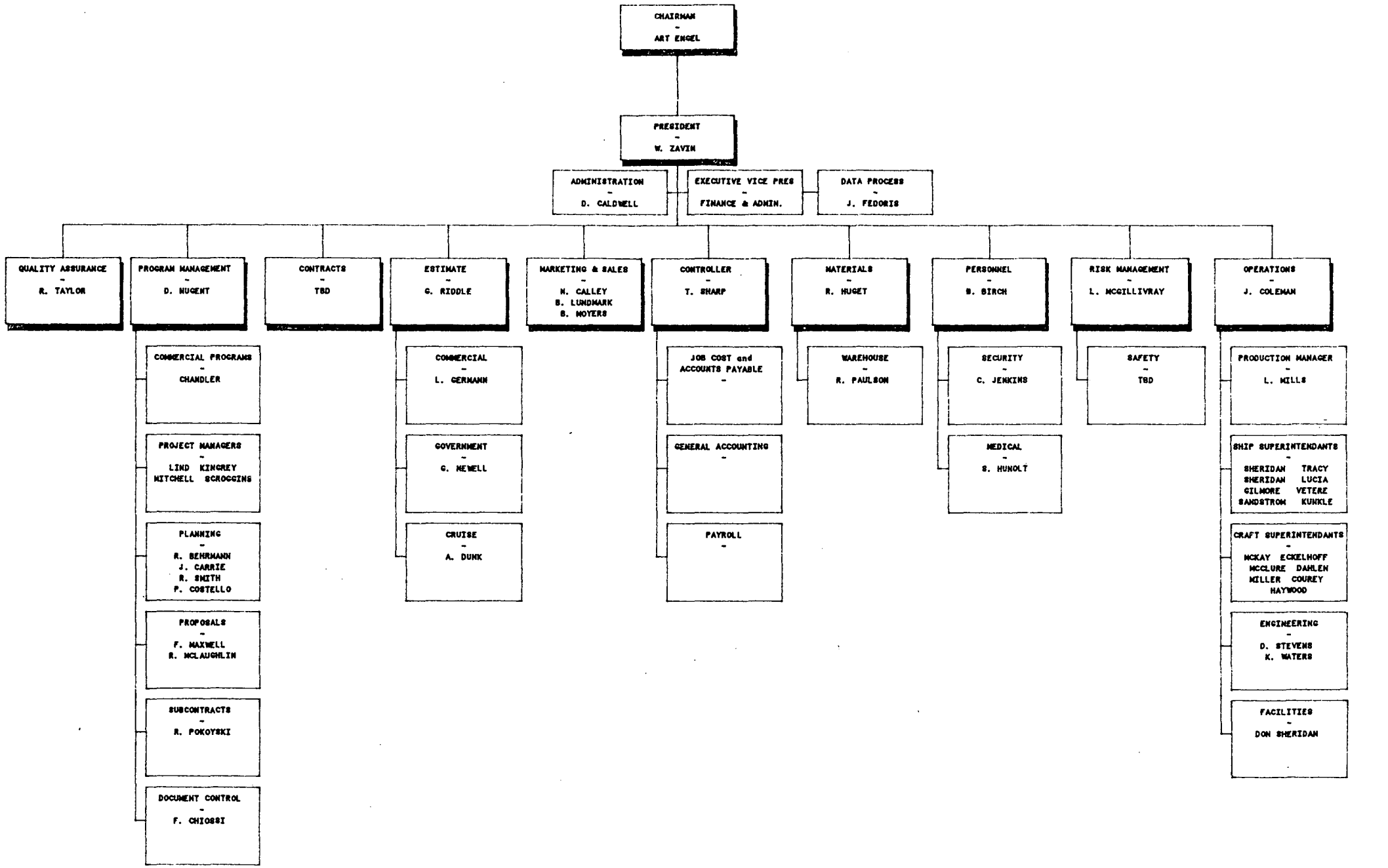
NORTHWEST MARINE IRON WORKS
PORTLAND, OREGON



APRIL 26

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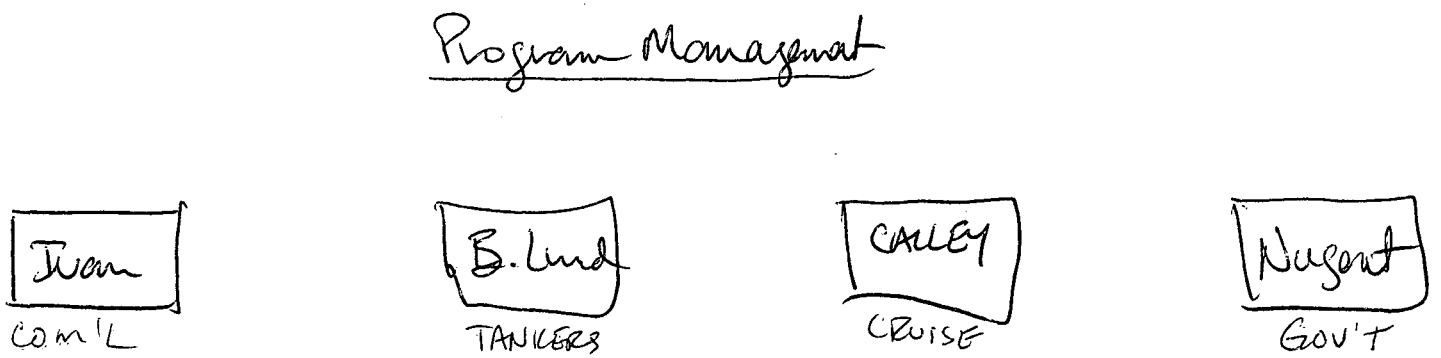

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NWMAR138718

June 24. 1990

Memo To: Art Engel

From: Bill Zavin

COMMERCIAL CONTRACTING UPDATE

1. We had a fruitful discussion between Jim Nakamura, Ken Dubbin Treasurer Royal Caribbean, and Phil Dunton EXIM Bank. Ken and Jim will do the forms preparation. Ken will ascertain and acquire RCCL rights to EXIM Financing through proper guarantees. Details available as required.

2. Randy Butler and others as required will travel to Florida next week to continue to refine our understanding of the project. This study will precede a revised offer to be submitted later after due consideration on our part.

3. Jim Nakamura and Carl Hanson and I reviewed Commercial Sales Policy and direction and lack thereof in San Francisco last week after the RCCL meetings in San Diego. I have requested further definition of each division plan to meet the new goals you, Jim Nakamura, and the General Managers promulgated last week in San Diego.

4. In order to facilitate and implement a more orderly and structured approach to the commercial sales and contracting activities, I am commencing a weekly telephone conference call to do the updating and progressing on the follow up on the commercial survey potentials. Written information from the operating divisions is rarely or grudgingly produced. We will collect it verbally at the outset until the written reports are generated as needed.

5. To facilitate the more timely collection and dissemination of administrative information for Quintin and myself, I have asked Portland Human Resources to attempt to locate a quality, professional, administrative person for our group.

6. After several in depth discussions with John Tompkins, fleet operations manager of Exxon Shipping, we have been tasked to submit a proposal for a negotiated procurement of the Exxon San Francisco. I am working in concert with Dick Camacho's organization to produce this proposal within two weeks. The interest and response from Dick Camacho and his people continues to be of the highest caliber and promptness.

SI039861
NWMAR138719

June 24. 1990

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From: Bill Zavin

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SI039862
NWMAR138720

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From: Bill Zavin

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SI039863
NWMAR138721

June 24. 1990

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From: Bill Zavin

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NWMAR138722

November 2, 1989

Memo To: Peter Bianchi
Terry White

From: Bill Zavin

Subject: Background Information Confirming Telephone Discussion

Please allow me to confirm our company will accept modified payment terms on the Constitution Project which replace those in your solicitation with 20% on redelivery, 30% 30 days later, and the final 50% 60 days after redelivery of the ship.

I would like to recite the vessels to which we have accomplished significant repairs to modifications:

Nieuw Amsterdam
Noordam
Rotterdam
Veendam
Cunard Princess
Sagafjord
Azure Seas
Stardancer

We are also booked to accomplish repairs to:

Bermuda Star
Westerdam
Rotterdam
Nieuw Amsterdam
Noordam

Our cruise ship revenues to date probably exceed $70 million since we begun work of this type in 1977.

We service cruise ships in all SW Marine locations. We have sent both small and large traveling crews on cruise ships to perform emergency repairs, planned maintenance, and shipchecks for the purposes of both planning work and developing specifications for future work packages at the request of the vessel operators. We have never had anything close to a failure in this work in over 46 years.

Please call me if you have any questions.

November 2, 1989

Memo To: Peter Bianchi
Terry White

Subject: Response to Additional Requested Information

The Members of the Board of Directors are as follows:

* Art Engel (Chairman, President, CEO)
* Herb Engel (Executive Vice President)
  Bill Johnston (SR. V.P. & General Manager)
* David Engel (Director)
* Lloyd Schwatz (Secretary and General Counsel)
* Bill Zavin (SR V.P. Commercial Contracting)

*Indicates Primary Responsibility Corporate Wide - Southwest Marine, Inc and subsidiaries. Northwest Marine Iron Works is a subsidiary of Southwest Marine, Inc.

Our steel shop is headed by Ed Eckelhoff, who has run steel shops for Bethlehem Steel and Northwest Marine. He is generally accepted as the Premier Steel Superintendent in Hull and Structural Repairs on the West Coast in the Ship Repair Industry. We have a seniority list in excess of 200 steelworkers at Northwest Marine.

Bill Lundmark, Vice President of NW Marine for the last 6 months is a steel man by training and was the Founder, President and General Manager of Cascade General during its successful period.

June 21, 1991

Memo To: Art Engel

From: Bill Johnston & Bill Zavin (Keystone Phone # - 215-928-2850 best time 9:10 am)

Subject: Point Paper - Prince William Sound - Lost Job

Background:

Our Bids Were:

Portland	$6,211,101 (original)	26 days (unsolicited revised to $5,961,101)
San Francisco	$5,494,923	26 days (no revised price)

Our internal studies from estimating, commercial account management, and production all felt the days we used were very aggressive for any yard. Liquidated Damages were valued at $65,000 per day.

Our sources tell us that the job was awarded to Cascade General of Portland for $4.1 million to be accomplished in a total of 21 days.

Doug Watson (WSI) told Bill Johnston his bid was 21 days and $3.8 million. Our sources tell us that WSI was not considered for award for reasons which probably relate to their fiscal instability.

We understand that Cascade General was contacted after the bid to answer question for Keystone about their proposal for the work. We are also told that they had a chance to match WSI's days (down from 22 or 28?). They did.

What we don't know is if the work scope changed during the course of the best and final discussions between Keystone and Cascade General. We don't know what Cascade's original bid was before the discussions began.

What follows are issues you might want to discuss with Adolph Kurz:

What was the winning bid in dollars and days?

Was the work package redefined for the purpose of evaluation of award criteria after the bids were submitted?

Why were we not contacted about a changed work scope and allowed to re-bid?

Were either of our original bids (Portland and San Francisco) considered?

Can we review the bid evaluations and see the award criteria?

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Was the fact that there are still unresolved issues on the Keystone Canyon held against either or both SW Marine bids?

Was the late turn on of large work on the Golden Gate in San Francisco and the resultant redelivery extension held against SW Marine in the evaluation and determination of who would be contacted about the Prince William Sound final re-evaluation?

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

MEMORANDUM

TO: Art Engel, Herb Engel

FROM: Bill Zavin

DATE: July 31, 1991

SUBJECT: Commercial Contracting Update

1. Last week Bill Johnston and I had lunch with Jonathan Platt of Seaworld Processors, Inc. of Seattle. He owns a Washington State type ferry that the ferry system needs badly. They will not do business with him because he is persona non grata with the general superintendent of the system. He has a friend who owns a shipyard facility adjacent to the Washington State Ferry System shipyard. He knows of our interest in bidding Washington State Ferry work in Portland. He outlined some transactions to Bill and me that would have given us the right to use the shipyard in exchange for purchasing the ferry from him. We would then lease the ferry to the Washington State Ferry System at a high rate of return. We would then have use of the shipyard after we dealt with some deferred maintenance issues on the facility. Bill declined on behalf of the company, citing current capital constraints. We discussed the possibility that Greenbrier leasing would be interested in entering into the transaction between Jonathan Platt and the State of Washington. I outlined the transaction to Greenbrier who is now negotiating with Jonathan Platt and the State of Washington. If the deal comes together, the vessel will need upgrade work. The quid pro quo for my introducing Greenbrier and Seaworld Processors is Southwest does the upgrade work. I called Jim Beall who has been working for Southwest Marine in attempting to get into the bidding arena for Washington State Ferry system projects. My suggestion is that we bring the vessel to Portland for this upgrade work and return her to Puget Sound. I feel it would set a good precedent for future discussions with the Washington State Ferry System. Jim Beall agrees. Please advise me if you disagree.

2. The REGENT STAR project is still not fixed in time or contractor location. Peter Stamoulis will advise us relative to Southwest Marine San Francisco vs. Cascade General for a Fall availability soon.

3. Correspondence relative to CITY OF AMERICA project from the Portland Chamber of Commerce, Mayor of Portland, and the Governor of the State of Oregon all have been forwarded to Bob Bates to present to Dana McGee.

4. We are in the process of taking default judgements against NC Industries and Russell, Inc. in the National Manufacturing saga. We are attempting to assess the value of their asset base against which we and the Resolution Trust Corporation have claims.

Faxed 8/01/91

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NWMAR138727

5. For your information I am enclosing a copy of the memos I received this morning from our overseas agent via Quintin relative to FAIR PRINCESS.

6. Dennis Henderson continues to evaluate the Brock Control Systems proposal we received at our Commercial Contracting Department meeting last month. He met with Brock this week and continues to review the positive evaluations the Commercial Contracting Division Vice Presidents have submitted.

7. Ian Wallace of Ecological Failsafe Systems, continues to call frequently about our entering into an agreement with him relating to his patented device to prevent contamination from ruptured cargo tanks. I continue to advise him of our unwillingness to pay him an up front fee. I have advised him if he wants to enter into discussions with us, he should submit a proposal that does not include an up front fee payment by the company. Mr. Wallace advised me such a proposal is being prepared and will be submitted to us in due course.

8. As per our telephone discussions, I'm working closely with Gunderson, Inc. as they develop a capability statement for BP Oil. The four ship mid body project RFP will be given to us if Gunderson gets a passing grade from BP Oil. George Riddle, Ed Eckelhoff and I met with their team last week. After discussion of the project, the ten Gunderson attendees all expressed a great deal of enthusiasm for the project and the joint venture. Similar to the case where we plan to supply Gunderson with "shipyard skills" for NAVATEK construction in their facility, we need to be sensitive to their merit shop environment.

9. At his request, I have submitted to Jim Nakamura a discussion of the commercial contracting environment for presentation to members of your Board of Directors. I attempted to look at the market from 1991 to 1995 and Southwest Marine's position in various market segments.

10. The Exxon Presentation continues to be worked by the Proposal department.

11. At Bill Johnston's request, Jack Handley and I continue to work with Tom Gallagher of Ball Janik on the Oregon States Sales Tax issue. There are decisions about the company's political position that need to be discussed over the next 45 days. We will keep Bill Johnston advised.

12. Alex Vinck advises me verbally that he is pursuing the ENCHANTED ISLE refit project.

13. Seven Seas fisheries and Ivar Reiten have not found a vessel yet for their fish processing project.

14. I have been subpoenaed to testify next week in the WSI Port of Portland litigation. I have discussed this with Lloyd Schwartz and Tonkon Torp.

15. I received a call from Gerry Bell of Blast-A-Way indicating that he had been told by reliable sources at Todd's Shipyards they had been sold to a New York investment group. I contacted Hans Schaefer for corroboration and he indicated there was no basis for the rumor. Time will tell.

FACSIMILE MESSAGE

To: QUINTIN WATT
Of: SOUTH WEST MARINE

Date: 1st August 1991

Fm: IAN MORRISON
Of: SHIP REPAIRERS & SHIPBUILDERS LTD

Tel: 071-928-4302
Fax: 071-928-5346

REF: "FAIR PRINCESS"

FURTHER TO OUR TELECON THIS AFTERNOON I HAVE SPOKEN TO BOB OLIVER, TECHNICAL DIRECTOR OF P & O CRUISERS, AND HAVE INSTRUCTED HIM TO SEND TO US BY CLOSE OF OFFICE HOURS UK TIME THE FINAL LIST OF WORKS TO BE CARRIED OUT ON THIS VESSEL.

HE IS TRYING TO GET DAVE CARTER DOWN NEXT WEDNESDAY/THURSDAY WITH ALBERTO DASTE.

REGARDS

IAN MORRISON ++++

bcc: BILL ZAVIN
BILL JOHNSTON
~~BOB HUBBARD~~
~~ALEX KINSON~~
~~MATTHEW STALLER~~
GEORGE RIDDLE
JIM COLEMAN
MIKE LUZINSKI
JOHN O'DONNELL

bcc: [illegible]
BILL JOHNSTON
[illegible]
[illegible]
[illegible]
HERB ENGEL
GEORGE RIDDLE
JIM COLEMAN
MIKE LUZINSKI
JOHN O'DONNELL

FACSIMILE MESSAGE

To: QUINTIN WATT
Of: SOUTH WEST MARINE

Date: 1st August 1991

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Tel: 071-928-4302
Fax: 071-928-5346

REF: "FAIR PRINCESS"

HAD A DISCUSSION WITH PETER MOTION THIS MORNING. PETER IS A LITTLE DISTURBED AT OUR PRICES WHICH HE CLAIMS ARE HIGHER THAN TODDS. TODDS ARE AT PRESENT IN SOUTHAMPTON DISCUSSING THE FINAL SPEC FOR THE "DAWN PRINCESS".

REF "FAIR PRINCESS" JOHN HUTCHINSON WILL ARRIVE MONDAY EVENING 5th AUGUST IN PORTLAND AND WILL STAY UNTIL THURSDAY 8th AUGUST. ALBERTO DASTE WILL BE THERE IN PORTLAND ON THE 7th/8th AND THEY PROPOSE TO MEET IN NEW YORK WITH MR OLIVER AND PETER MOTION ON FRIDAY 9th AUGUST TO FINALISE EVERYTHING, PRICES, WORK LIST, ETC.

PETER MOTION WOULD LIKE YOU, PLUS THE RELEVANT PEOPLE WHO CAN FINALISE PRICE, TO BE PRESENT IN NEW YORK AT THE WALDORF HOTEL ON FRIDAY 9th AUGUST.

REGARDS

IAN MORRISON ++++

P&O Lines

P&O Lines Limited
Dukes Keep
Marsh Lane
Southampton
Hampshire SO9 4GU

Telephone 0703 336262
Telex 477974 PENSTN G
Facsimile 0703 227920
Telecom Gold/Dialcom 79:PNX235

Registered Office 77 New Oxford Street
London WC1A 1PF
Registered Number 742339 England

FACSIMILE

TO: I MORRISON, MANAGING DIRECTOR
SHIPREPAIRERS & SHIPBUILDERS LTD
45/46 LOWER MARSH
LONDON SE1 7RG

FROM: R C OLIVER - P & O LINES LIMITED (Fax No: 0703 335173)

CC: J P A MOTION
A S DASTE/J L HUTCHINSON
J A EVANS (for info)

DATE: 1 AUGUST 1991 NO.OF PGS. INCL. COVER SHEET 1

Dear Ian

FAIR PRINCESS - DRYDOCKING REFIT

Further to our telephone conversation we feel we need early discussions in order to finalise financial and work volume details for this operation.

Peter Motion and I are in New York all next week and suggest a meeting there on Friday 9 August with Quintin and/or anyone else. In order to prepare for this meeting it is suggested that John Hutchinson arrives Portland Monday pm 5 August and Alberto Daste arrives Portland Wednesday pm 7 August. They could then travel to New York on the Thursday 8 August for our meeting on Friday 9 August.

Please check with Quintin and let me know if this can be arranged.

Apologies for the short notice but it is something that needs to be attended to soonest and after next week our availability is not good.

Regards

Bob

R C Oliver
Technical Director

cc: BILL [illegible]
BILL [illegible]
BOB [illegible]
ALEX [illegible]
MATTHEW [illegible]
HERB BUGEL
GEORGE RIDDLE
JIM COLEMAN
MIKE [illegible]

eag

SI039885
NWMAR138731

AN APPRAISAL REPORT

for

Mr. Tony Kelly, Assistant Chief Appraiser
Wells Fargo Bank
Commercial Banking, Suite 1350
660 Newport Center Drive
Newport Beach, California 92660

COPY

NORTHWEST MARINE IRON WORKS
5555 N. CUTTER CIRCLE
PORTLAND, OREGON

by

Gerald L. Curtis, MAI
CURTIS, SLOCOM & JORDAN, INC.

SI039886
NWMAR138732

July 24, 1989

CURTIS, SLOCOM & JORDAN, INC.
REAL ESTATE CONSULTANTS & APPRAISERS

Gerald L. Curtis, MAI
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Anthony J. Morton
Margot E. Hansen
Jeffrey D. Jensen

Mr. Tony Kelly, Assistant Chief Appraiser
Wells Fargo Bank
Commercial Banking, Suite 1350
660 Newport Center Drive
Newport Beach, California 92660

Dear Mr. Kelly:

At your request, we have made an appraisal of the Northwest Marine Iron Works facility located on N. Cutter Avenue in the Swan Island Industrial Park in Portland, Oregon.

The purpose of this appraisal is to estimate the market value of the unencumbered fee simple interest in the property.

The market value of the subject property is estimated in terms of the price on which a willing and well-informed seller and a willing and well-informed buyer would agree, in the absence of any extraordinary compulsion on either's part, and after reasonable exposure of the property on the open market.

In order to make this appraisal, we have made a detailed inspection of the subject property. We have reviewed sales and asking prices of similar properties in the vicinity of the subject. The data collected has been weighed, compared, and analyzed, in order to arrive at an estimate of value for the subject property.

We have no knowledge concerning the presence of any hazardous materials on the site or in the improvements as of the date of the appraisal. We have not conducted any tests to determine whether or not such hazardous materials and/or related conditions exist on the site or in the improvements. We recommend that the reader direct any questions concerning this issue to a firm of registered professional engineers specializing in providing such testing and analysis.

We assume that the site and improvements are free from hazardous waste contamination. Any contamination subsequently found, however, automatically renders this appraisal null and void.

Subject to the aforementioned assumptions, we have estimated that the market value of the subject property, as of July 15, 1989, is:

FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS

$5,500,000

SI039887
NWMAR138733

Please send:

FIVE YEAR OUTLOOK FOR THE U.S. MARINE INDUSTRY

An Assessment of Ship Construction and Major Modification Prospects Available to Shipbuilders, Equipment Manufacturers and Other Suppliers

Report No. 7119 — $575.00 per copy

Name: ----------

Company: ----------

Address: ---------- ☐ Payment Enclosed

---------- ☐ Please Invoice

Signature: ----------

IMA Associates, Inc. — 600 New Hampshire Ave., N.W. — Suite 140 — Washington, DC 20037

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The subject property is subject to a land lease that has provisions for purchase at December 31, 2002, 2007, 2012 or 2017. The lease calls for the site to be purchased at its fair market value at the option date.

The land rent is $27,000 per month, or $324,000 per annum. The site has an estimated value of $2,660,000, which would indicate a return on land value of 12% per annum. The Port of Portland bases their rate of return on land value at 10%, but examination of other land leases within the Portland metropolitan area finds that the range of rates of return run between 9% and 12%. The land rent tends to be on the upper end of the market, but within the range indicated. The land rent does not create a negative leasehold interest in the property.

Allocation of Interest

Leased fee interest	$2,660,000
Leasehold	$2,840,000

This report is subject to the Contingent Conditions, Limiting Conditions, and Special Assumptions and Certificate of Appraisal enclosed in the Addenda of this report. This report has been made in conformity with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers.

The AIREA requires each member to control the use and distribution of each signed report. Among other restrictions, it prohibits the distribution of only selected portions of the report, and it prohibits dissemination of all or part of a report to the general public by use of the public media or private promotional media, without the prior written consent of the signatories. Neither all nor any part of the content of the report or any copy of the report shall be used for any purposes by anyone other than Wells Fargo Bank without the written consent and approval of Curtis, Slocom & Jordan, Inc., who have performed this appraisal for Wells Fargo Bank to assist the property owner with financing. This appraisal is not furnished for and should not be used, relied upon or referred to by any third party in connection with any other transaction, without the written consent and approval of Curtis, Slocom & Jordan, Inc.

The undersigned has no personal interest, either present or contemplated, in the subject property, and certifies that no fee, received or to be received, or the employment of his services is in any way contingent upon the opinion reported herein.

Respectfully submitted,

CURTIS, SLOCOM & JORDAN, INC.

Gerald L. Curtis, MAI

:mr

TABLE OF CONTENTS

	Page
Summary of Salient Facts	1
Purpose of Appraisal	2
Function of Appraisal	2
Property Rights Appraised	2
Date of Appraisal	2
Legal Description	3
Ownership	3
Taxes and Assessment	5
Regional Description	6
Neighborhood Description	18
Site Description	21
Description of Improvements	27
Valuation Method	38
Highest and Best Use	40
Cost Approach	44
Market Data Approach	51
Income Approach	70
Final Reconciliation of Value	80

Addenda
- Contingent Conditions, Limiting Conditions and Special Assumptions
- Qualifications of Appraiser
- Certificate of Appraisal

SUMMARY OF SALIENT FACTS

Subject Property:	5555 N. Channel Avenue, Portland, Oregon. Northwest Marine Iron Works ship repair facility.		
Legal Description:	Tax Lots 73 and 89, Section 17, Range 1 North, Township 1 East, County of Multnomah, State of Oregon.		
Site Size:	14.37 acres zoned M-2 (General Manufacturing)		
Improvements:	293,937 square foot, steel frame manufacturing facility divided into 12 bays with 14,800 square feet of offices. The structure was constructed in 1942, remodeled and added to in 1969, and extensively refurbished in 1983.		
Taxes and Assessments:	Land		$1,561,700
	Improvements		3,502,850
	Total		$5,064,550
	Taxes		$157,110
Highest and Best Use:	As developed.		
Date of Appraisal:	July 15, 1989		
Purpose of Appraisal:	To assist the property owner with financing.		
Estimates of Value:	Cost Approach		
	Land	$2,660,000	
	Improvements	Not Used	
	Market Data Approach		$5,160,000 - $5,600,000
	Income Approach		$5,450,000
Final Estimate of Value (Market Value):	$5,500,000		
Leased Fee Value (Land Value):	$2,660,000		
Leasehold :	$2,840,000		

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the subject property. The definition of market value is:

"The most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue stress.

"Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed and are acting prudently.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash, its equivalent, or in specified financing terms.
5. Specified financing, if any, may be the financing actually in place or on terms generally available for the property type in its locale on the effective appraisal date.
6. The effect, if any, on the amount of market value of the atypical financing, services, or fees shall be clearly and precisely revealed in the appraisal report."

[AIREA, The Appraisal of Real Estate, Eighth Edition, (Chicago, 1983), p. 33]

FUNCTION OF APPRAISAL

To assist the property owner with financing.

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the unencumbered fee simple interest of all future benefits that may be derived from the property's present or possible use.

DATE OF APPRAISAL

July 15, 1989

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LEGAL DESCRIPTION

The legal description for the subject is as follows:

Parcel 1

The subject site has been divided into two separate tax lots by the Multnomah County Assessor's office. The tax lot identification number for the first parcel is: Tax Lot 89 Section 17, Township 1 North, Range 1 East. The metes and bounds description for this parcel is as follows:

A parcel of land in the S.W. 1/4 of Section 17, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the Southerly line of North Lagoon Avenue, said point being 399.98 feet North of and 2969.01 feet West of the S.E. corner of said Section 17; thence along the arc of a 38 foot radius curve, Southeasterly, a distance of 59.69 feet to a point; which bears S. 730' E., 53.74 feet from the last described point; thence S. 3730'W., 287.57 feet along the Westerly line of North Dolphin Street; thence N. 5230' W., 462.44 feet; thence N. 1532' E., 351.06 feet to a point on the Southerly line of North Lagoon Avenue; thence S. 5230' E., 555.76 feet along the Southerly line of North Lagoon Avenue to the point of beginning. Containing 3.9399 acres, more or less.

Parcel 2

The second parcel has been identified by the Multnomah County Assessor's office as: Tax Lot 73 Section 17, Township 1 North, Range 1 East.

Parcel 1

A parcel of land situated in Section 17, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, bounded and described as follows, to-wit:

Beginning at a point which is 265.89 feet North and 4641.89 feet West of the Southeast corner of said Section 17, which point is also the point of intersection of tangents of the centerline of a 90°48' curve in N. Channel Avenue; thence South 75°18'23" East a distance of 520.55 feet along the centerline of N. Channel Avenue; thence North 15°32'10" East a distance of 40.00 feet to a point on the northerly right-of-way line of N. Channel Avenue which point is the true point of beginning; thence North 15°32' West a distance of 448.85 feet; thence North 74°28' West a distance of 1.50 feet; thence along a curve having a central angle of 40°08'20" and a radius of 410.87 feet a distance of 316.52 feet to a point on the northerly line of N. Channel Avenue, which point bears South 6°32'10" East a distance of 308.75 feet from the last described point; thence North 75°18'23" West a distance of 308.75 feet from the last described point; Thence North 75°18'23" West a distance of 637.77 feet along the northerly right-of-way line of N. Channel Avenue to the true point of beginning.

Containing 10.035 acres, more or less, subject to a 15 foot side sewer line easement heretofore granted to the City of Portland, described as follows:

Commencing at the point of intersection of the Southwesterly extension of the centerline of N. Commerce Street with the centerline of N. Channel Avenue; thence North 52°30' West along the centerline of N. Channel Avenue a distance of 1268.49 feet to a point of curve along the said centerline; thence Northwesterly along a 394.71 foot radius curve to the left, consuming a central angel of 22°48'23" along the said centerline a distance of 157.11 feet to a point of tangent on said centerline; thence North 75°18'23" West along said centerline a distance of 219.08 feet; thence North 15°49'50" East a distance of 40 feet to the northeasterly line of N. Channel Avenue and the true point of beginning of the strip herein described, thence continuing North 52°30' West, 1911.42 feet from the intersection of the southwesterly line of N. Lagoon Avenue with the centerline of N. Commerce Street, all in the City of Portland, County of Multnomah and State of Oregon.

Parcel 3

A parcel of land situated in Section 17, Township 1 North, Range 1 East, of the Willamette Meridian in the City of Portland, County of Multnomah, State of Oregon, bounded and described as follows, to-wit:

Beginning at a point 830.40 feet North and 3464.23 feet West of the Southeast corner of Section 17; thence South 37°30' West, 30.00 feet to the true point of beginning; thence continuing South 37°30'; West, 22.19 feet; thence North 54°53'50" West, 453.84 feet along the North boundary of the property deeded to Schnitzer Realty Co. by warranty deed dated June 30, 1967, Book 569, page 49, Multnomah county Deed Records; thence North 15°32'10" East, a distance of 158.78 feet; thence South 32°30' East, 323.19 feet to the true point of beginning.

OWNERSHIP

William H. Zavin II, as Trustee for the Bradavin Property Trust is the fee owner of the property.

TAXES AND ASSESSMENT

The subject property has been identified by the Multnomah County Assessor's Office as Tax Lot 73 and 89, Section 17, Township 1 North, Range 1 East, County of Multnomah, State of Oregon. The proposed taxes for the 1986 tax year are as follows:

Account No. 94117-0730	**True Cash Value and Taxes**
Land	$1,132,960
Taxes	$35,146
Sub-Account No. 94117-0731	
Buildings and structures	$3,464,640
Taxes	$107,479
Account No. 94117-0890	
Land	$428,740
Taxes	$13,300
Sub-Account No. 94117-0891	
Buildings and structures	$38,210
Taxes	$1,853

The subject property has an estimated True Cash Value for land and improvements of $5,064,550. The taxes are $157,110.

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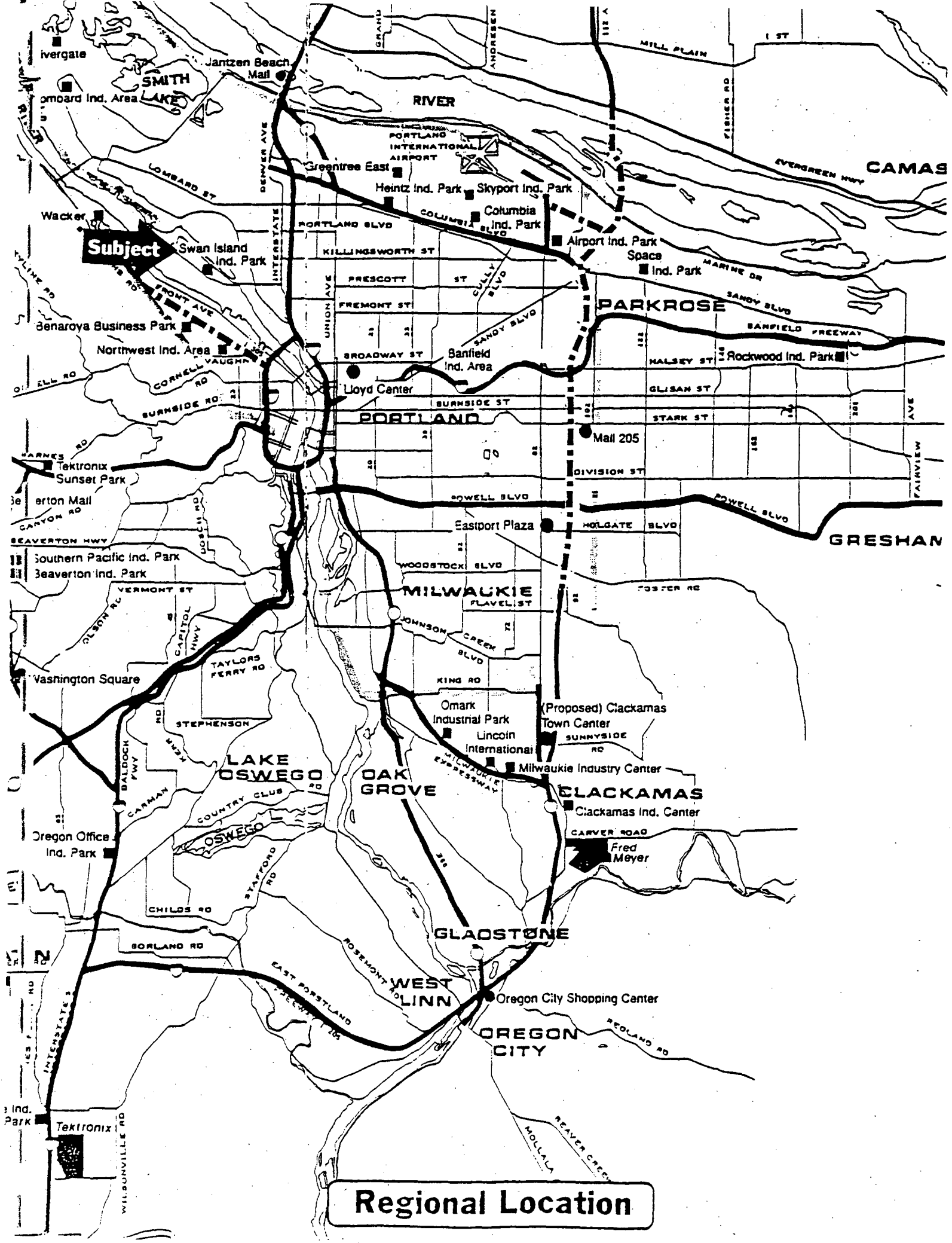

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REGIONAL LOCATION

Location

The Portland metropolitan area is generally situated in northwest Oregon and includes an adjacent portion of southwest Washington, in the Pacific Northwest region of the United States. It is more specifically located 100 miles inland from the Pacific Ocean, on either side of the Columbia River at the confluence of the Willamette River. The Columbia River forms the north-south boundary between the states of Oregon and Washington. Both the Columbia and Willamette Rivers are large enough to accommodate deep-draft ships, thereby establishing waterborne commerce and ship repair as important components of the local economy. Mount Hood, a mountain in the Cascade range, at 11,425 feet, is the highest point in Oregon and is located 40 miles east of the metropolitan area. The Mount Hood National Forest provides numerous year-around alpine recreational opportunities for local residents.

The region's location and excellent multi-modal transportation network have contributed to making it a leading wholesale trade and distribution center. Its location is centralized between the large metropolitan areas of Seattle to the north, San Francisco to the south and many communities of the interior Pacific Northwest. The central business district (CBD) is located near the geographic center of the metropolitan area. The urbanized core lies at the western terminus of Interstate-84, a major east-west interstate which links Portland directly to Idaho and the rest of the interstate highway system that serves the interior United States. Interstate-5, the major north-south accessway along the West Coast, extends from Canada to Mexico, and passes throughout the CBD.

There are two beltways which facilitate circulation within the urbanized area, and each is connected to both I-5 and I-84. The eastside outer beltway, Interstate-205, bypasses the city completely. It connects the southeasterly and easterly suburbs of Oregon City, Clackamas, Milwaukie and Gresham with East Clark County, Washington, to the north. The western beltway, Interstate-405, is a distributor loop for the central business district servicing the northwestern and western sides of the city. The I-405 corridor defines the CBD's western and southern boundaries. Access to the western suburban communities is facilitated by Highway 26 which is linked to I-405 in the core area.

Portland is also a major rail distribution point for the Northwest and offers competitive rail service to and from the East, Midwest, South and other Pacific Coast locations as well as Canada. Three transcontinental railroads provide direct service to Portland and they include Burlington Northern, Southern Pacific and the Union Pacific. In addition, over 150 trucking lines serve the metropolitan area.

Government

Portland is governed by the commission system of municipal government, which is composed of a mayor and four commissioners elected to four year terms. Each of the Oregon counties has some form of commission structure. Vancouver, Washington is governed by a full time city administrator, and a part-time mayor and council members.

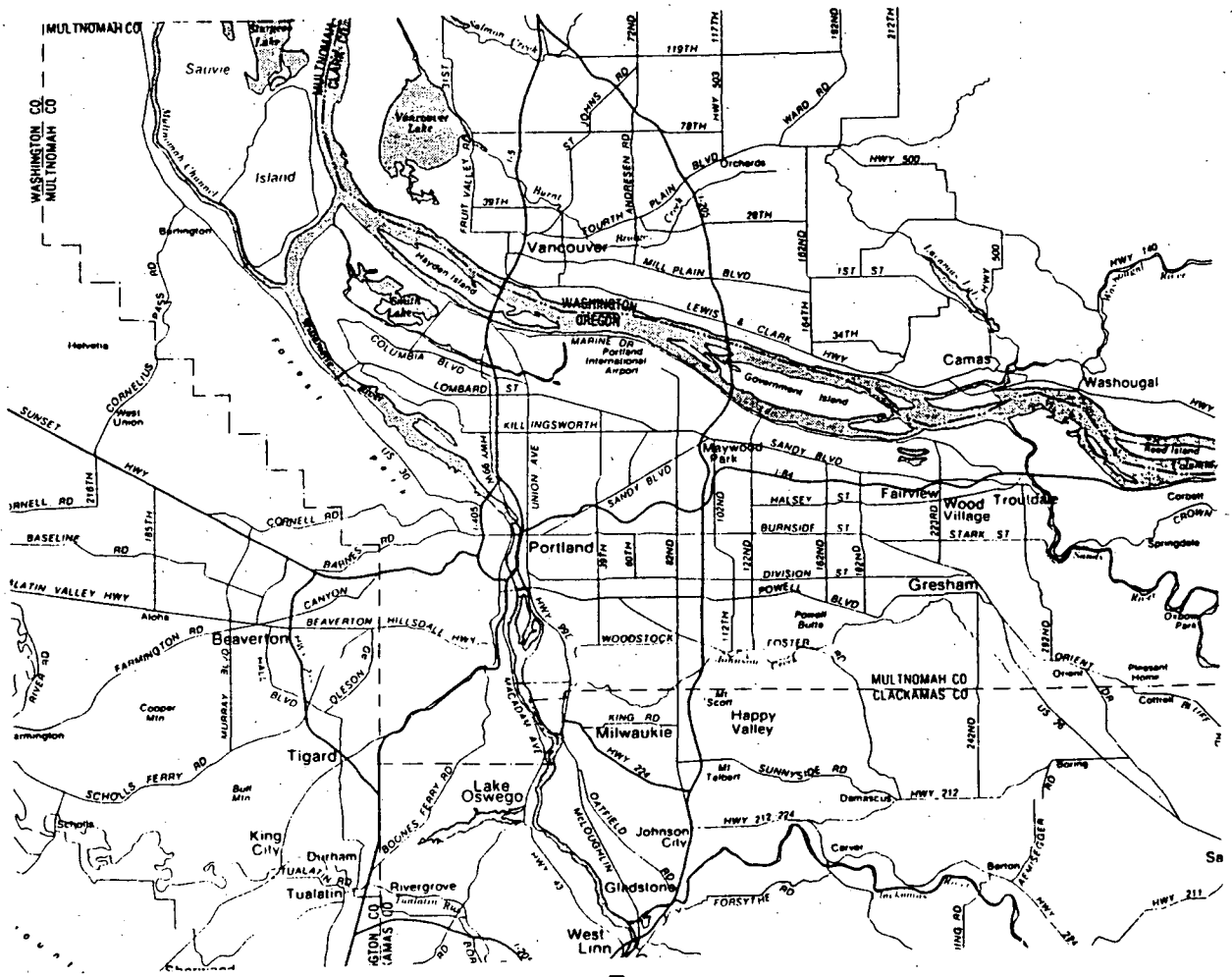
Another governing body which serves the region without the constraints of the traditional city and county boundaries is the Metropolitan Service District (Metro). This

REGIONAL LOCATION (Continued)

organization is headed by an elected director and 12 district representatives, who are responsible for coordinating intra-city planning and resources, as well as the organized development and operation of the metro area's infrastructure and facilities. For instance, Metro is responsible for the management of the Washington Park Zoo, the waste management plan for the region, and the operation of the Oregon Convention Center (currently under construction).

The Port of Portland is another major influence that directly effects the local economy. It is a municipal corporation that operates the Portland International Airport and the Portland Harbor, owns five marine terminals and four dry docks, and is a major owner/developer of industrial land adjacent to the harbor and surrounding the airport.

Oregon has gained a national reputation for environmental consciousness, and has been a leader in land use planning. In 1973, Oregon established the Land Conservation and Development Commission (LCDC). This body has mandated central, uniform planning, based on state-wide goals in all communities. Each of the 230 city and county jurisdictions within the state have developed Comprehensive Plans that serve to guide controlled and organized growth. The Oregon cities and counties within the local region are all in compliance with these state-wide requirements, and this has contributed to coordinated growth across jurisdictional boundaries.



REGIONAL LOCATION (Continued)

Economic Base

Portland's location, straddling major land and water transportation linkages, provides the base for a diverse economy. Portland is the region's financial center and also serves as national and international headquarters for major corporations such as Tektronix, Nike, Intel and Willamette Industries.

As noted, the Port of Portland is an influential participant in the region's local economy. Portland International Airport has been increasing its passenger traffic at the rate of 5% annually, and is the international gateway to the Orient for Delta Airlines and Federal Express. Delta currently has direct daily flights to Tokyo, Japan and also has direct service to Seoul, Korea and Tapei, Taiwan. In addition, Portland International Airport serves as the maintenance center for Horizon Air, as well as the regional distribution center for UPS Air Express. The airport's overall activity ranks it as the 36th busiest airport in the nation.

The marine facilities for the Port include five marine terminals and four dry docks. Portland is the home of the largest dry dock on the West Coast, a facility that has provided this inland port with a very competitive ship repair business. Portland is the second leading West Coast importer of automobiles and off-loaded a total of 392,212 autos in 1988, for a monthly average of 33,333 vehicles. Of the 14 major cargo ports on the West Coast, stretching from Los Angeles, California to Vancouver, British Columbia, Portland ranked 6th in 1988 for total tonnage handled. In 1988, Portland handled a total of 9,835,673 tons of cargo, a 17.4% increase over 1987.

With nearly half its land in forest, Oregon leads the nation in lumber production. These timber resources yield plywood, pulp, paper, particle board and other products. The dependence on lumber has made areas of the state outside of Portland very sensitive to changes in the national economy. Lumber-intensive areas are particularly impacted by variations in interest rates which effect housing and other construction.

A common misconception about Portland is that its economy is completely dominated by the forest products industry. While this industry is important to the state as a whole, the Portland area is well diversified. No single industry dominates the local economy. As such, this reduces the potential impact of adverse economic cycles. Portland's role in the state's forest products sector is primarily limited to support functions and financial services. Lumber and wood products rank 4th among manufacturing activities in the Portland metropolitan area.

REGIONAL LOCATION (Continued)

The top eight manufacturing sectors (in terms of employment) in the metropolitan area are as follows:

DURABLE GOODS MANUFACTURE EMPLOYMENT BREAKDOWN

Sector	Relative Size
Instruments and Related Products	23%
Machinery	15%
Fabricated Metals	12%
Lumber and Wood Products	12%
Transportation Equipment	11%
Primary Metals	10%
Miscellaneous and Other	10%
Electric and Electronic Equipment	8%
Total	100%

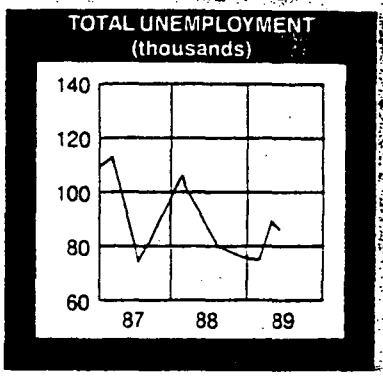
Source: Portland State University, Center for Population Research 1987

For further illustration of current economic and real estate statistics, please see the included pages from the most recent issue of *Oregon Business* magazine. These tables cite the most recent monthly trends in several key economic indices.

ECONOMIC ROUNDUP

EMPLOYMENT

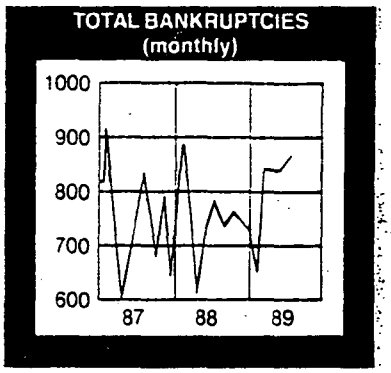
	Latest Month	Previous Month	Previous Year	% Change Year Ago
Total Employment/State of Oregon, thousands	1,374	1,350	1,305	+5.3%
Total Unemployment/State of Oregon, thousands	81.7	88.9	87.1	−6.2%
Unemployment Rate/Percentage of Civilian Labor Force, not seasonally adjusted	5.6%	6.2%	6.3%	−11.1%
Portland, SMSA: Employed/Four Metropolitan Counties	639.1	630.1	601.3	+6.3%
Portland SMSA: Unemployment Rate	4.3%	4.4%	5.0%	−14.0%
Eugene-Springfield SMSA: Employed/Lane County	139.7	137.9	132.1	+5.8%
Eugene-Springfield SMSA: Unemployed Rate	5.1%	5.6%	5.5%	−7.3%
Salem SMSA: Employed/Marion and Polk Counties	127.8	125.9	120.2	+6.3%
Salem SMSA: Unemployment Rate	6.0%	6.3%	6.8%	−11.8%
Medford SMSA: Employed/Jackson County	67.9	67.0	65.1	+4.3%
Medford SMSA: Unemployment Rate	6.8%	7.5%	7.0%	−2.9%
Help Wanted Advertising/Ad Count, *The Oregonian*	40,651	38,878	36,596	+11.1%



FINANCE

Savings and Loan Deposits/Federal S&Ls, millions*	$7,800	$7,850	$7,970	−2.1%
Business Bankruptcies/New Filings	65	70	124	−47.6%
Total Non-Business Bankruptcies/New Filings	877	843	792	+10.7%

*Latest figures available

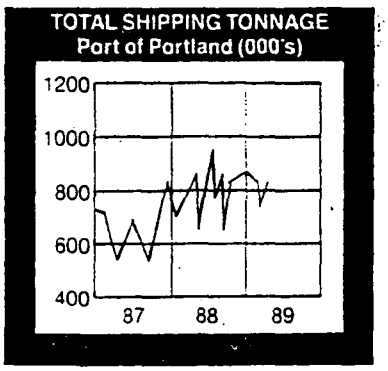


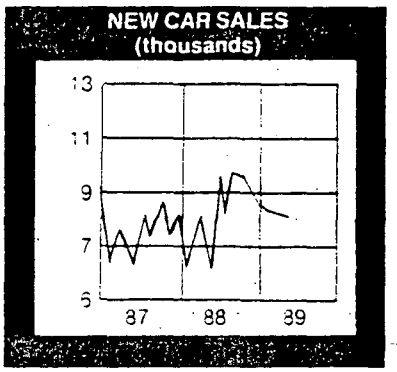
TRANSPORTATION

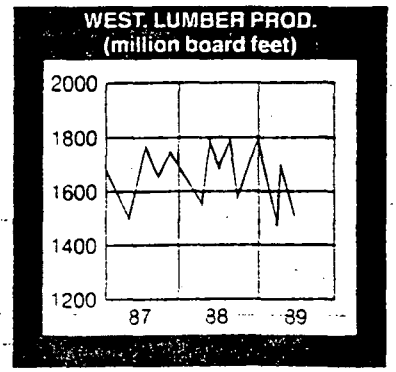
Gasoline Sales/Millions of Gallons	117.2	101.8	95.5	+22.7%
Trucking/Weight-Mile Tax Receipts, thousands	$13,090	$9,872	$12,229	+7.0%
Airline Travel/PDX Passengers, thousands	437.0	485.2	446.0	−2.0%
Shipping/Total tonnage, Port of Portland, thousands	804.7	734.4	794.3	+13.1%
Grain	340.4	348.6	446.2	−23.7%
All Other	464.3	385.8	348.1	+33.4%

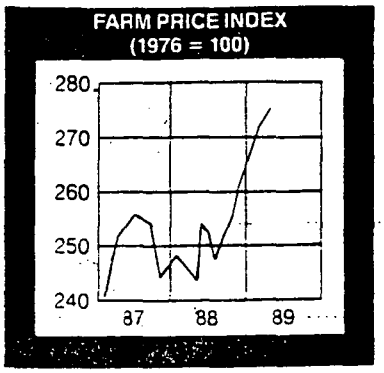
OTHER INDICATORS

Automobile Sales/New Passenger Car Registration	8,132	10,020	8,431	−3.5%
Telephone Lines Served/Oregon Customers, US West, thousands	988.0	985.6	956.4	+3.3%
Wheat Price/No. 1 Soft White, at Portland, per bushel	$4.66	$4.63	$3.36	+38.7%
Lumber Price/Random Lengths Publications, Framing Composite	$248	$247	$242	+2.5%
Consumer Price Index/U.S., All Items	123.1	122.3	117.1	+5.1%
Lumber Production/Western Softwood, million board-feet	1,556	1,696	1,793	−13.2%
Power Consumption/PGE, Weather-Adjusted, million kilowatt hours	1,263.6	1,336.7	1,206.0	+4.8%
Natural Gas/Northwest Natural Gas, Total Consumption, million therms	64.7	80.8	59.8	+8.2%
Business Incorporation/New Filings	622	632	569	+9.3%
All Farm Products/Farm Price Index (1967 = 100)	275	277	249	+10.4%
All Crops/Farm Price Index (1967 = 100)	283	286	246	+15.0%
Livestock/Farm Price Index (1967 = 100)	266	266	253	+5.1%









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REAL ESTATE ROUNDUP

ACTIVITY

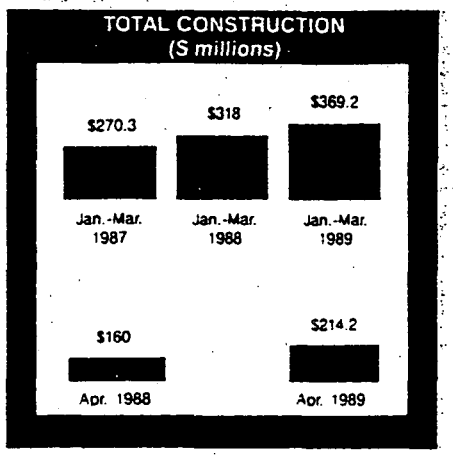
	Latest Month	Previous Month	Previous Year	% Change Year Ago
Portland Area Real Estate Sales (a)	1,714	1,502	1,587	+8.0%
Salem Multiple Listing Sales, millions	$26.4	$20.1	$23.4	+12.8%
Eugene-Springfield MLS, millions	$27.9	$18.3	$19.8	+40.9%
Total Mortgage Lending, Federal Savings & Loans, millions*	$98.0	$63.7	$125.4	−21.9%

*Latest figures available

CONSTRUCTION PERMITS (b)

New Oregon Single-Family Homes	912	656	606	+50.5%
New Multiple Housing Units	215	267	148	+45.3%
Non-residential Construction, millions	$116.3	$54.9	$99.5	+16.9%
Total Construction and Alterations	$214.2	$125.5	$160	+33.9%

Sources: (a) Oregon Multiple Listing Service. (b) Oregon State Housing Division



PURCHASING MANAGERS' SURVEY

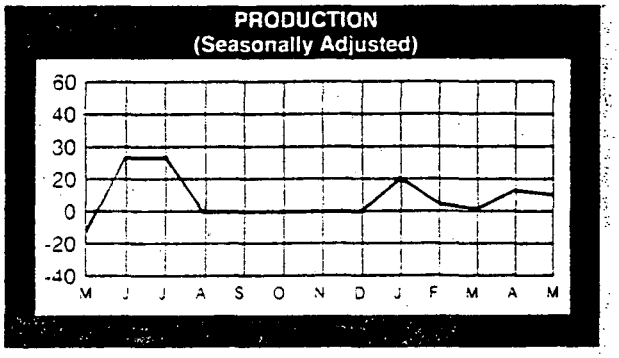
There is increased pessimism for the future, especially in the metals, wood products, and paper industries, according to the Purchasing Management Association of Oregon.

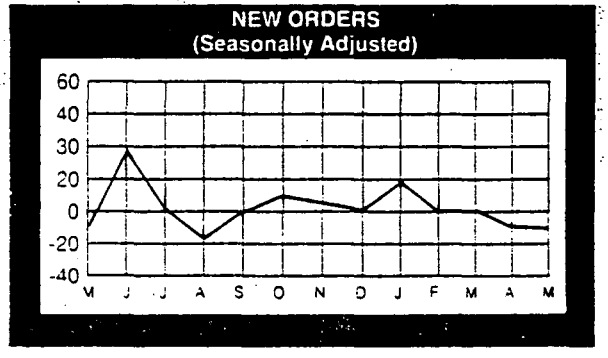
However, the wholesale sectors are slightly more optimistic about their business potential than they were six months ago.

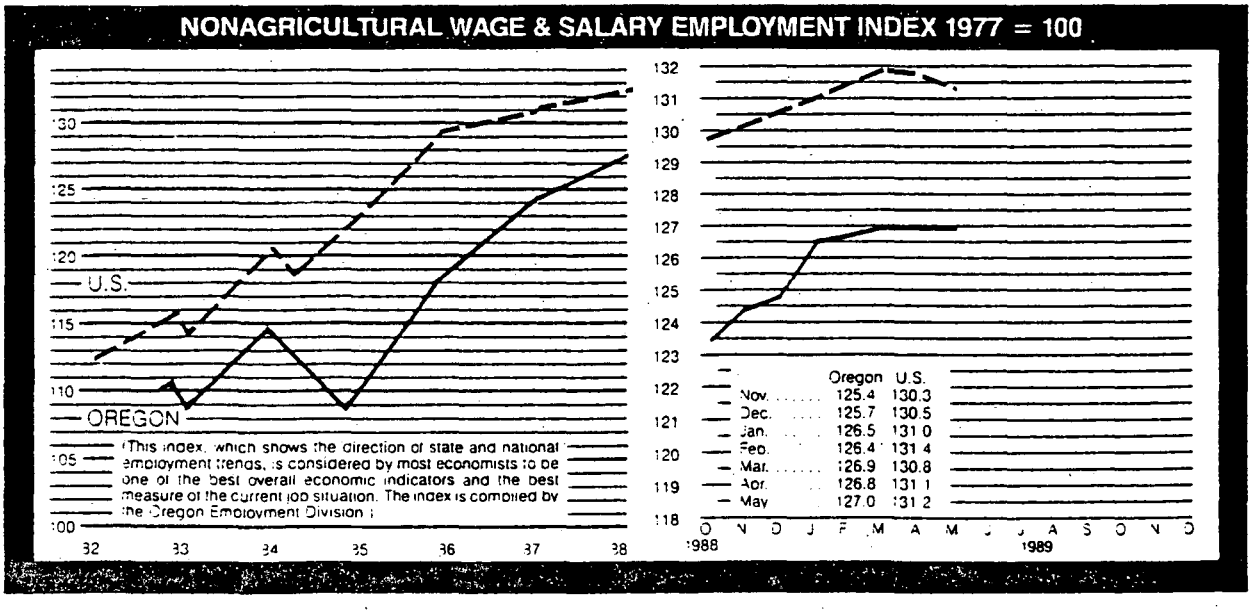
The mood for the economy as a whole is clearly down for the next six months with many survey respondents seeing a slowdown in the manufacturing sectors.

About the only industry which is still optimistic is the electronics industry. Yet the wholesale sectors continue to be optimistic about the next six months.

The graphs below represent the net difference in the percentage of respondents answering higher to a question minus the percentage answering lower. With zero as the level of no change, a positive sign indicates an increasing level of activity while a negative sign indicates a decreasing level of activity.







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REGIONAL LOCATION (Continued)

Central Business District

The community's support and optimism regarding a vital downtown business environment is best exemplified by its substantial investment, both public and private, in the core area. In the 1970s, Portland's political and business leaders drafted the Downtown Plan, a set of goals and objectives centered on the revitalization of the deteriorating urban core. Key components of this plan included the downtown transit mall, Pioneer Square and a light rail line that connects the city with suburban Gresham, 15 miles to the east.

According to the Portland Development Commission (PDC), this investment has totalled $1.575 billion over the past 16 years and is nearly equally split between private and public improvements. This represents an average expenditure of $105,000,000 per year. Though varying in degree, all areas within downtown have been positively affected. A majority of the improvements are located in the South Auditorium Urban Renewal District, the Central Retail District, and along the waterfront.

The Portland Central Business District has experienced a substantial addition of office/commercial space during the past 16 years, a period of time which has seen several cycles of construction and subsequent absorption. According to the Portland Development Commission, new commercial development has been the largest investment category, totaling $684,000,000 in 34 projects.

The fast pace of Class A office development, which occurred in the early 1980s, caused the occupancy rate to fall from a peak of 97% in 1980 to a low of just under 80% in 1985. However, over the past three years the economy has improved significantly. The concurrent absorption of existing inventory coupled with a slowdown in construction, has led to a current downtown Class A office occupancy rate of 86%.

Major developments currently underway in the Central Business District include the Oregon Convention Center and Pioneer Place. The $85,000,000 convention center will include over 150,000 square feet of exhibition and meeting space. This complex is scheduled to open in September of 1990 and is expected to contribute approximately $59,000,000 to the local economy annually. Pioneer Place is a 330,000 square foot office and retail project that is being developed by the Rouse Company. The flagship retailer for the project will be Saks Fifth Avenue, which will occupy a 60,000 square foot store. This project began in March of 1988, with completion targeted for 1990-91.

One of the most significant additions to the downtown core in recent years includes the $75,000,000 renovation of the Paramount Theater and adjacent block. This major project resulted in the Portland Center for the Performing Arts, a grouping of three theaters. The center hosts national and international performers, as well as the Oregon Symphony and local troupes in all of the performing arts. This investment signifies the importance that area residents place on cultural opportunities.

All of this activity over the last two decades, indicates that the Portland community is active in preserving and perpetuating a vital and functional central city.

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REGIONAL LOCATION (Continued)

Population

The Portland metropolitan area had a population of 1,340,811 in 1980, inclusive of all five metropolitan counties (Multnomah, Washington, Clackamas and Yamhill Counties in Oregon and Clark County in Washington state). As of July 1,1988, the population was estimated at 1,437,290 which reflects a 7.2% increase during this decade. Suburban Washington County has led the way with a 16.7% increase to 287,000. Multnomah County, the most urbanized county in the metropolitan region (inclusive of the city of Portland), remained relatively stable with a modest 1.4% increase during the same period. Portland is typical of the national trend that has witnessed an increase in suburban residential development with stable and/or declining central city populations. However, in 1987-88, the City and the Portland Development Commission implemented a strategy to increase the amount of medium income housing in the downtown core. The South Park Blocks surrounding Portland State, were targeted as an area for multi-family development, and in the ensuing two years, over 300 units have been built in this area.

The greater Portland metropolitan area is composed of 45 cities and unincorporated areas located in four Oregon counties (Clackamas, Multnomah, Washington and Yamhill) and one Washington county (Clark). The largest Oregon cities in the metropolitan area, as of July 1, 1988, are Portland (429,410), Gresham (60,315), Beaverton (40,515), and Vancouver (43,290) in Washington state.

According to the population estimates by the Center for Population Research at Portland State University, 43% of the state's residents live in the Portland metropolitan area. As of July 1, 1986, the city of Portland was the 34th most populous city in the nation and as of July 1, 1987 was the 26th largest metropolitan area. Residents in the area have a median age of 33.5 years, versus the national median of 32.7 years of age.

Distribution of Population within the Metropolitan Portland Area

	1980 Census	July 1, 1988 Estimate	Change 1980 - 88
Total Metropolitan Area	1,340,811	1,437,290	7.2%
City of Portland	368,139	429,410	16.6% *
Clackamas County	241,911	262,200	8.4%
Clark County, Wa.	192,227	214,500	11.6%
Multnomah County	562,647	570,500	1.4%
Washington County	245,860	287,000	16.7%
Yamhill County	55,332	59,800	8.1%
State of Oregon	2,633,156	2,741,000	4.1%

* This increase in population is overstated in that 58,730 of the 61,271 increase during this decade can be attributed to the annexation of residents from east Multnomah County. The real population increase for the city during this period due to natural increases and net immigration is 2,541, or .7%.

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REGIONAL LOCATION (Continued)

Employment

Portland enjoys the most diverse economy within the state. This is due to the concentration of financial, distribution and manufacturing businesses, versus a strong, nearly total dependence on timber and agricultural products that directs the economic health of the rest of the state. The relative strength of the metropolitan area employment vis-a-vis the state during the last two years of economic expansion, is shown in the two tables below:

Total Employment (1,000's)

	Oregon	% Increase	Portland (PMSA)	% Increase
1983	1,181.1	----	586.2	---
1984	1,210.7	2.5	609.2	3.9
1985	1,242.0	2.6	586.1	-3.8
1986	1,298.8	4.6	595.4	1.6
1987	1,317.7	1.5	606.6	1.9
1988	1,345.0	2.1	621.9	2.5

As shown above, in each of the last two years Portland's employment growth rate has surpassed the state's average. In addition, Portland has also had a lower unemployment rate than the state as a whole in each of the last six years, and has remained below the national unemployment rate since 1985. The fact that Portland's unemployment rate has bested the national average for the last four years further indicates the region's economic diversity.

Unemployment Rates (seasonally adjusted)

	U.S.	Oregon	Portland (PMSA)
1983	8.2%	10.4%	9.5%
1984	7.2%	8.9%	7.5%
1985	6.9%	7.4%	6.3%
1986	6.7%	7.8%	6.6%
1987	5.8%	5.8%	4.8%
1988	5.3%	5.1%	4.4%

There has been a notable amount of high-technology development in Portland as these firms are drawn to the area by its high quality of life. The largest concentrations are located in the western suburban area between Beaverton and Hillsboro in Washington County, commonly referred to as the Sunset Corridor. Several of these firms have also located in Vancouver, Washington, and more recently, Gresham. Major foreign players in this industry that have located American subsidiaries here include Fujitsu, Epson, NEC, and Shimizu. These American subsidiaries of foreign companies are complemented by the presence of major American high-technology firms such as Intel, Tektronix, Sequent and Mentor Graphics. The high-tech industry is

REGIONAL LOCATION (Continued)

successfully recovering from a downturn in 1984-85 that forced significant layoffs in several firms. As noted below, the high-tech industry is represented by the first and tenth largest private employers in the region.

TEN LARGEST PRIVATE EMPLOYERS IN THE PORTLAND METROPOLITAN AREA

Tektronix	Electronic Equipment	9,924
Fred Meyer	Retail Variety Chain	6,689
Health Link	Health Care	4,350
Kaiser-Permanente	Health Care	4,253
James River Corp.	Forest Products	4,020
U.S. Bancorp	Banking	3,896
Sisters of Providence	Health Care	3,826
US West	Telephone Utility	3,192
First Interstate Bank	Banking	3,150
Intel	Electronic Equipment	3,250

(Source: The Business Journal, March 1988)

Income

As of a 1985 Metropolitan Service District study, the median income of the four-county metropolitan region was $24,635, with 506,047 households reported. Clackamas County led the area with a median income of $28,505, with Washington County second at $28,492. The median income of Multnomah County and Clark County, Washington households were measured at $21,704 and $25,231, respectively.

According to this study, the Portland area has fewer rich, fewer poor and a larger middle class than the national average. Nearly 8% of U.S. households had incomes of less than $5,000 while while only 3.3% of the region's households fell into that category. On the high end of the income scale, the nation outpaced the Portland area households with 12.8% of households in the $50,000+ category, and the Portland area with just 10% of the households in this bracket.

Within the region, the lowest incomes are predominantly located in the central city, where the older housing stock exists. This pattern holds true in the smaller suburban cities in the metropolitan area as well. Higher income households are most concentrated in suburban locations, with the exception of the affluent centrally located neighborhoods including the West Hills, Eastmoreland, Laurelhurst, Grant Park, Alameda and Mt. Tabor in Portland. The largest proportion of upper income households are located west of the Willamette River in areas with view properties.

Tax Structure

The state of Oregon has an income tax which ranges from 5% to 9% of taxable personal income. The principal local tax is an *ad valorem* property tax which ranges from 2.1% to 3.4 % of market value. Oregon has no sales tax. While Clark County,

REGIONAL LOCATION (Continued)

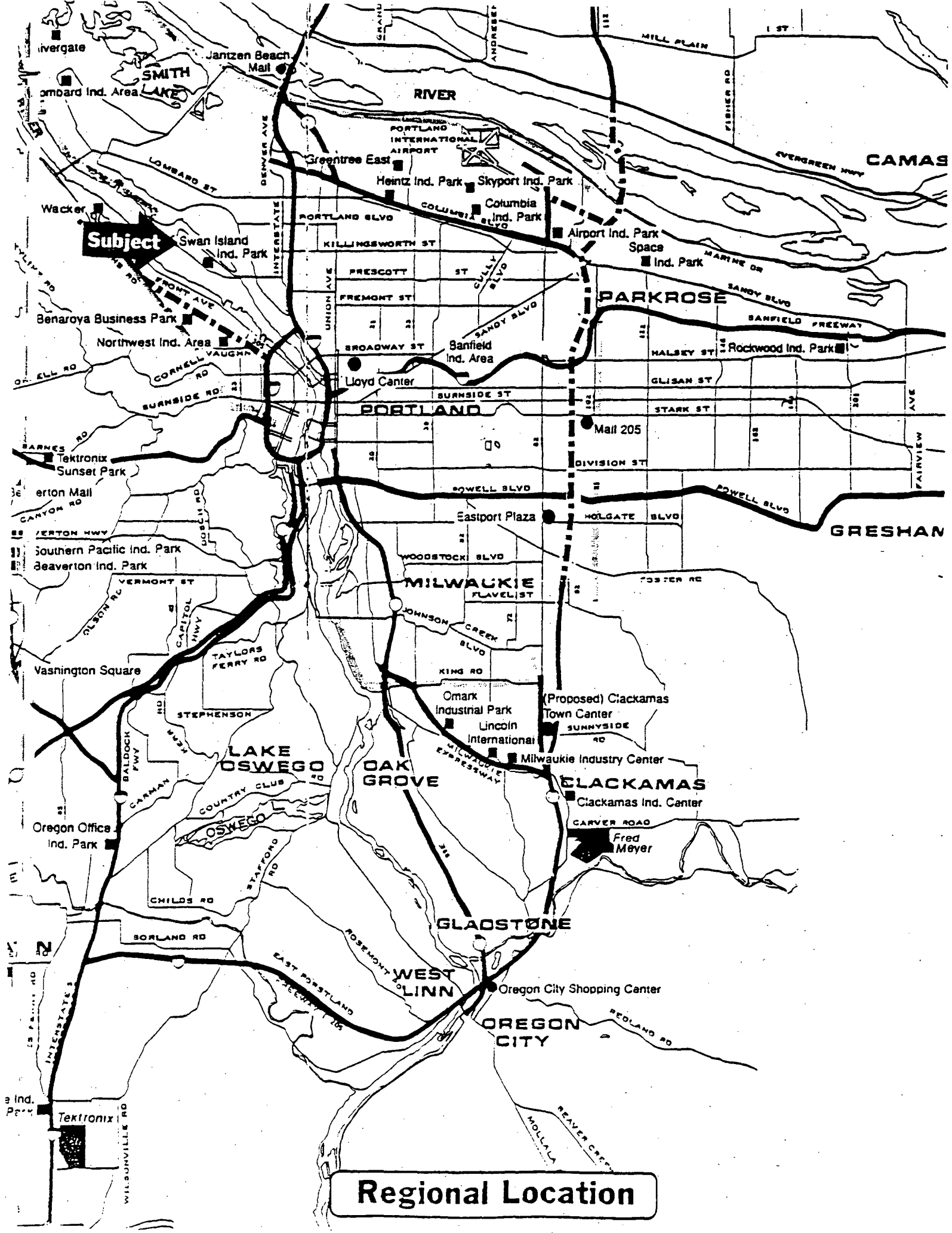
Washington is considered part of the metropolitan area, the incidence of sales, property and income tax differs in this portion of the metropolitan area. The state of Washington has no personal income tax. The *ad valorem* property tax in Clark County ranges from 1.1% to 1.6% of assessed value. The state of Washington imposes a 7.8% sales tax.

According to the Portland Chamber of Commerce, in 1985 the per capita state and local tax burden for Oregon, including property taxes, ranked 20th among all states and the District of Columbia. The state's ranking for 1986 was 23rd. Oregon's per capita state and local tax burden in 1985 was $1,420, right behind Washington State's ranking at $1,435 per capita. The state of Oregon's tax level increased 7.5% from fiscal 1984 to the aforementioned 1985 rankings, whereas the national median was $1,357, a 7.7% increase during the same period.

The relatively recent repeal of the state's unitary tax law that had been enforced on foreign manufacturers, has also been mentioned as noteworthy in recruiting new foreign investment, as well as retaining those foreign companies already located within the state.

Summary

The large and diverse economy of Portland's metropolitan area provides a stable and growing environment that should continue to attract new business and industry. The region's proximity to the Pacific Rim and well developed multi-modal transportation linkages can only serve as a boon to economic activity in the area. As noted, controlled growth is of primary importance to the citizenry, and policies have been successfully implemented by local and regional governments to guide future development. These development policies are mandated in order to maintain the area's resource base and its nationally acclaimed "quality of life." Population, employment and income are all forecasted to remain as healthy as the U.S. economy through 1990 and beyond.



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NEIGHBORHOOD DESCRIPTION

The subject property is located in the Swan Island Industrial Park, which is approximately four miles north of the central business district and within the city limits of Portland. Swan Island Industrial Park contains 565 gross acres. The overall industrial park consists of 260 acres on Swan Island and the balance on the mainland. Some sites are available with water frontage.

Swan Island is now a peninsula, but in the 1800s it was actually an island in the Willamette River. The main channel now lies west of the island but in the late 1800s was on its east side. In 1921, Swan Island was acquired by the Port of Portland in order to change the main channel from the east side of the island to the west side. The new channel was dredged and the soil used to connect Swan Island to the east shore, creating a peninsula. During the 1920s, the first airport in the area was placed upon the peninsula, and was used for commercial aviation until 1935. The Federal government advised the Port at that time that there were flaws in the design of the airport and suggested that a new airport be constructed.

During World War II, Swan Island was turned over to the Kaiser Shipbuilding interest, and shipyards were constructed on the island. In 1948, the Port of Portland purchased the shipbuilding facilities from Kaiser, and began development of the industrial park. The majority of the present improvements in the park were constructed in the 1960s. In 1979, a major expansion of the ship repair yard was completed, including the largest floating dry dock facility on the west coast, and 8,200 feet of ship repair and idle ship berths. This facility is different than any other facility on the west coast in that the public owns and operates the shipyard and leases its use to private ship repair contractors. This helps to make Portland a highly competitive ship repair center. *The subject property is a privately owned facility located within the publicly owned ship repair facility, although it does have frontage outside the facility on city streets.* Sites in the area are zoned M-2. In addition to most type of manufacturing, these zones permit warehousing, distribution and terminal operations. Development and performance standards pertaining to landscaping, setbacks, architecture, parking design, air quality and other factors have been designated to allow a successful integration of industries into the environment.

Zoning

Sites are zoned M-2, which is designated as a general manufacturing zone. In addition to most types of manufacturing, this zone permits warehousing, distribution and terminal operations. Development and performance standards pertaining to landscaping, setbacks, architecture, parking design, air quality, and other factors have been designated to allow a successful integration of industries into the environment. Controls are not intended to inhibit growth, and the goal is to preserve the environment assets that make Swan Island a long range protected investment for tenants.

Transportation - Rail

A Union Pacific line runs through the industrial park, which is adjacent to the Union Pacific Albina Yard and Terminal, a major intermodel station for the Pacific Northwest. Connecting services are furnished within Portland to the Burlington Northern and Southern Pacific Railroads through reciprocal switching arrangements. Each of the

NEIGHBORHOOD DESCRIPTION (Continued)

above companies has major marshalling yards in the immediate area, and with the reciprocal switching agreements between the railroads there are no switching charges to users for line haul movements.

Highways

Direct access to Metropolitan Portland's freeway network is provided from the Mock's Landing and Swan Island Industrial Parks to the north/south Interstate 5 Freeway, less than two miles east of the subject site. I-5 connects to the main east/west Interstate 84 within five minutes driving time from the park. The area is served by 100 truck lines, with the major terminals of a number of these located within the Swan Island Industrial Park.

Water Transportation

Swan Island Industrial Park is located within the central Portland harbor. Portland is an international seaport with more than 12 million tons of cargo passed across its docks during 1980. It is the largest export tonnage port on the west coast, and the third largest in total import/export tonnage. Approximately 1,400 ships load and discharge cargo at Port docks each year, and more than 20 regularly scheduled steamship lines serve the city. There is a channel from the Pacific Ocean up the Columbia River to Portland with a depth of 40' and a width of 600', allowing most oceangoing ships access. In addition, barge service is available on the Columbia River all the way to Lewiston, Idaho, approximately 340 miles inland.

Utilities

The City of Portland serves all of Swan Island. The size of the water main to the island is a 12 to 16-inch line, and sewer is provided by a 10 to 24-inch line. Natural gas service to the island is provided by Northwest Natural Gas Company. Telephone service is provided by Pacific Northwest Bell, and Portland General Electric serves the industrial park.

Tenants

Some of the tenants within the Swan Island Industrial Park include Lynden Farms, Sealand Services, Inc., Pacific Supply Corp., Transwestern Express, Oregon-Nevada-California, Inc., Freightliner Corporation's corporate headquarters, Maid Operations Centers, Sears & Roebuck Company, United Parcel Service, Temp-Control Corporation, U.S. Navy and Marine Corp. Reserve Center, Cummins Diesel and Northwest Marine Iron Works.

NEIGHBORHOOD DESCRIPTION (Continued)

Conclusion

The entire industrial park has been underwritten by the Port of Portland, which gives a substantial benefit to the area financially. Street lighting, road systems and all forms of development within the park are considered to be first class. With the strict design and landscape requirements, as well as tenant control, the developments within the park are considered to be one of the best in the general metropolitan area. Also, there is a history of corporate headquarter facilities in this district similar to the subject, such as Freightliner, H.A. Anderson Co., and the subject, Northwest Marine Iron Works.

Further development is expected to occur with the new addition of the Mock's Bottom expansion of the Swan Island development area. This area is expected to mirror the development that has taken place within the Swan Island Industrial Park.

SITE DESCRIPTION

Size:	The subject site contains a total of 14.37 acres.
Shape:	The subject is L-shaped.
Accessibility:	The site has 1,138 feet of frontage on N. Lagoon Avenue, 287' of frontage on N. Dolphin Street and 638' of frontage on N. Channel Avenue. There are curb cuts on all three of these streets.
Abutting Properties:	In the center of the "L" is a property not owned by Northwest Marine Iron Works located on the corner of N. Dolphin Street and N. Channel Avenue. North and west of, and adjacent to, the subject property is the Swan Island Ship Repair Yard of the Port of Portland. They occupy the entire northwest and southwest end of the island. East of, and across N. Dolphin Street, is Diesel Service Unit Co. and Jacob Hamburger Co. to the north and south of the subject property is vacant land which is owned by the Port of Portland. The land south of, and across N. Channel Avenue, is under development by the Port of Portland. This is the southeast end of the new dry dock facility planned by the Port of Portland.
Street Improvements:	N. Lagoon Avenue varies in width from 60' to 80' in front of the subject property and inside the Port-fenced area. This street is paved, has concrete curbs, storm drains and adequate street lighting. N. Dolphin Street is a feeder street into N. Channel Avenue and N. Lagoon Avenue. This street is 60' in width and has a macadam cover. The street is supported by concrete curbs and street lighting. N. Channel Avenue is 80' in width and has a macadam cover. it also has concrete curbing and street lighting. The Port controlled gatehouse is at the west end of the subject parcel.
Hazardous Waste:	We have no knowledge concerning the presence of any hazardous materials on the site as of the date of the appraisal. We have not conducted any tests to determine whether or not such hazardous materials and/or related conditions exist on the site. We recommend that the reader direct any questions concerning this issue to a firm of registered professional engineers specializing in providing such testing and analysis. **We assume that the site is free from hazardous waste contamination. Any contamination subsequently**

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SITE DESCRIPTION (Continued)

found on the subject site, however, automatically renders this appraisal null and void.

Utilities:

Rail service is provided by the Union Pacific Railroad. Connection services are furnished within Portland to the Burlington Northern and Southern Pacific. This is a free switching area for all the mainline haul movements.

The area is served by Portland General Electric underground lines. The subject site is served by two transformer stations with a 200 KVA-12,000/480 volt General Electric single phase oil-filled type H, form KD transformer. The electrical system within the building appears to be adequate for the needs of the overhead cranes and general use throughout the facility.

Other utilities to the site include natural gas, which is supplied by N.W. Natural Gas Company, water from the City of Portland, and sewage disposal through 10 to 24 inch lines.

As mentioned previously, during World War II, Swan Island developed as a ship repair facility. The T-2 Tanker was built. The cranes, piers, shipways and numerous other support facilities were put in place at that time. Two dry docks were already in place, and the Navy added an 18,000-ton dry dock during the war. An additional dry dock was added in 1963, and at 660' long with 112' clear width, it became the largest floating dry dock on the west coast. With the passage of time, Dry Dock No. 3 became outmoded, primarily because of the need to repair larger ships.

Zoning:

All portions of the industrial park are within the city of Portland and the M-2, General Manufacturing, zone. See the following Zoning section for additional information.

Summary:

The subject site is level with street grade and has good utility for its current operation. The site has all the basic amenities desirable for industrial development. The development around the site is homogeneous to its current use and tends to reinforce the general industrial climate of the neighborhood. Generally speaking, the subject site is within one of the most desirable industrial parks in

SITE DESCRIPTION (Continued)

the city of Portland and in a key location for most of the expanding demands of the Port of Portland.

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NWMAR138760

SITE DESCRIPTION (Continued)

ZONING CODE

Development Standards for Swan Island Industrial Park

1. Buildings
   A. Design
      All buildings shall be designed by an architect or engineer register in the State of Oregon.
   B. Setbacks
      1. Front yard
         No buildings will be constructed within 50' of the front property line.
      2. Side and real yards
         The side yard setback shall be a minimum of 10'.
         The rear yard setback shall be a minimum of 10'.
      3. Setback reduction
         The front yard setback may be reduced to a minimum of 25', provided that the portion of the building closer than the 50' line shall make a positive contribution to the overall design. The Port will be the sold judge of such design but will, in general, consider office structures, outdoor court areas and other particularly attractive portions of the main structure as eligible for the modified setback.
      4. Railroads
         (a) The front yard setback lying between that portion of the building served by a railroad and the property line adjacent to a railroad lead track may be reduced to 27'.
         (b) When a railroad right of way is adjacent to the rear property line, the building or any part thereof shall be no closer than 14.5' from the nearest right of way line. The 14.5' strip is to be permanently reserved as a continuous easement along the railroad right of way for use by the company requiring railroad spur service.
         (c) The front, rear and side yard setbacks shall be increased when it is necessary to allow space for more than one railroad spur.
      5. Corner lots
         If the subject property is a corner lot, the Port will designate which is the front property line and which is the side property line.
   C. Heights and lot coverage
      The maximum height of any structure shall be 45'. Building height or any portion thereof within the 50' setback shall not exceed 20'.
      Exceptions to the above height restrictions such as utility structures, tower, etc., will be reviewed by the Port on an individual basis.
      The maximum area that may be covered by the principal building, accessory buildings and future additions to either shall not exceed sixty (60) percent of the total area of the lot.
   D. Building materials
      Materials shall be appropriate for the use and for the type of structure in which they are used. Tenants are encouraged to use materials indigenous to the local area. Materials that may be used are concrete, architectural metals, exposed aggregate concrete, glass, brick, natural stone, concrete block and wood. All buildings shall be of permanent-type construction. The type, style and color of

SITE DESCRIPTION (Continued)

all exterior wall material shall be submitted to the Port for approval. Trailers, mobile office and other temporary structures will not be allowed except for use during construction.

E. Roof
The roof area must be fire resistant for a minimum of two hours.

F. Roof utilities
The Port of Portland will approve the color on all exposed utilities, towers, conveyors, and exposed processing equipment. All roof utilities shall be architecturally screened.

G. Site layout
Placement of structures on sites shall be carried out in such a manner as to maximize the potential of the individual sites. Provisions shall be made for circulation within the site and the access of emergency vehicles.

II. Parking

A. Setbacks

1. Front yard
There shall be no parking facility closer than 10' to the front property line.
2. Side yard
No parking facilities shall be closer than 5' to the side property lines.

B. On-street parking
No on-street parking will be permitted

C. Parking space requirements
one parking space will be provided for each three employees n the major and next largest shift or two spaces for each three employees on the major shift, whichever is larger. This requirement can be submitted to the Port for review if other modes of transportation are made available to the employees.

D. Parking lot layout
The design and layout of all parking lots shall conform with the requirements of the appropriate local ordinances. The basic requirements for layout of a parking lot shall be as follows:

1. Size
(a) Minimum size of lot will be 1,000 square feet.
(b) Maximum size - large parking areas shall be divided into sections containing not more than 60 parking spaces each and divided by 5' landscaped divider strips.
2. Aisle width shall be no less than 25' for 90 degree parking, 20' for 60 degree and 45 degree parking,a dn 12' for parallel parking.
3. Minimum size for individual parking spaces will be 8.5' by 20' for employees parking in industrial areas, 9.5' by 20' for visitor parking, and 9.5' by 23' for parallel parking. All spaces will have a minimum of 6'6" of vertical clearance.

E. Screening
A 6' high screen shall be maintained to screen all parking from the front property line. Adequate screening shall be interpreted as either natural or architectural material which obscures the line of sight from the street. The parking screening requirement may be combined with the regular setback landscaping requirements. The adequacy of the screening will be determined by the Port.

F. Surfacing

SITE DESCRIPTION (Continued)

All parking areas shall be paved with a dust-free, all-weather surface, such as asphaltic paving, be graded and drained to provide for the disposal of all surface water on the site, and of a strength adequate for the traffic expected. All parking stalls and direction of traffic shall be clearly marked on the paved surface.

III. Utilities

A. Location

All utilities shall be brought into the site and to the buildings underground. Pad-mounted electrical transformers shall be located and screened so as to prevent viewing from any public street. Permits shall be obtained for all utilities crossing Port property.

IV. Access

A. Rail spurs

1. Engineering specifications

All rail access shall be constructed according to proper engineering specifications and subject to Port approval. A standard No. 9 turnabout and a maximum curvature of 16 degrees is recommended for all spur tracts.

All landscape drawings submitted for approval by the Port shall be stamped by a landscape architect registered in the State of Oregon. The design of all landscape will be evaluated by the Port for its compatibility with surrounding design, compatibility to the local environment and the extent to which it satisfied screening requirements.

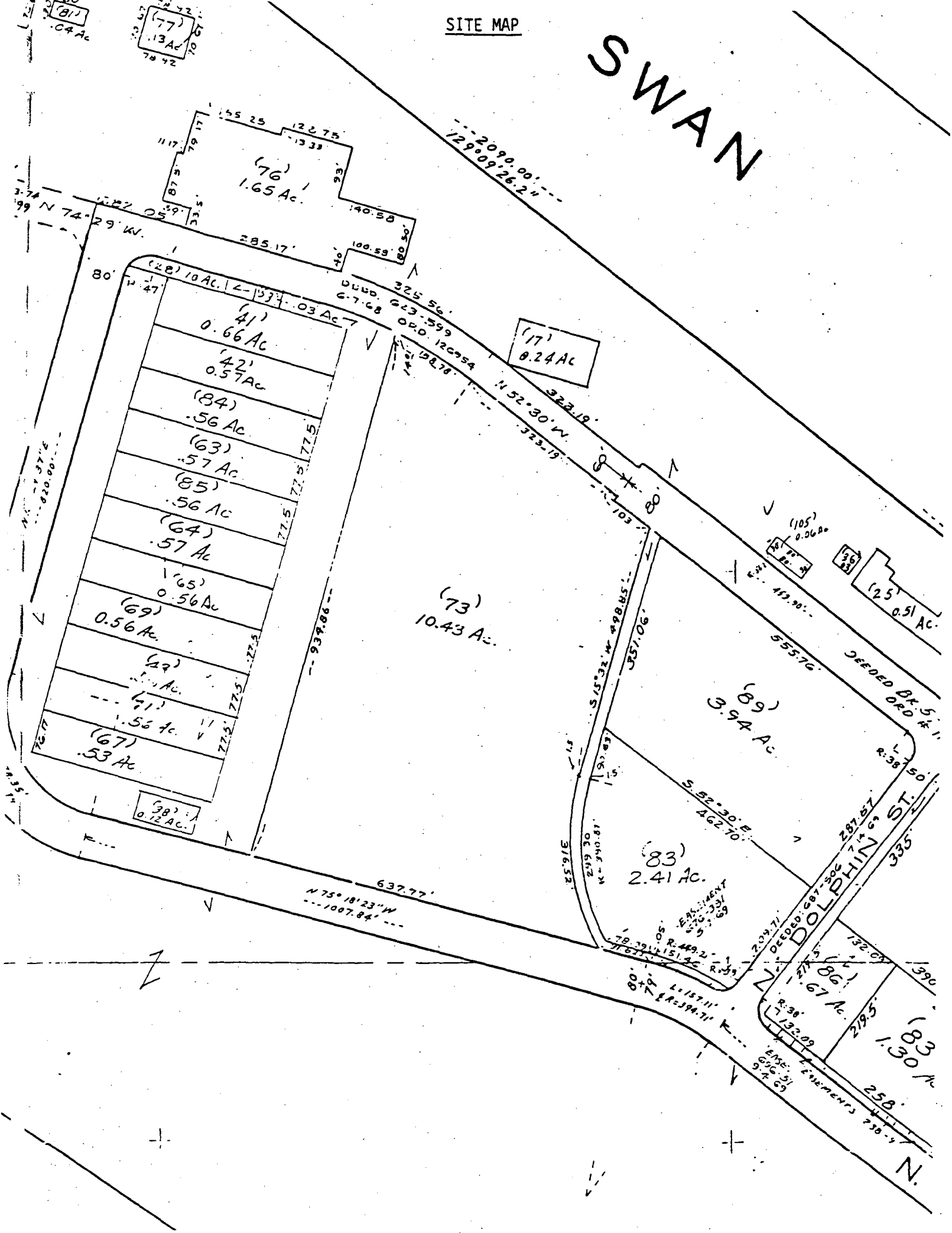
B. Front setbacks

1. The minimum landscaping shall be an area equal to that of 50% of the standard 50' setback area.
2. no less than a 10' landscaped strip shall be installed along all street property lines exclusive of driveways, walks and railroad rights of way.
3. One 100% landscaping shall be provided in front of those portions of the building which have been permitted to extend closer to the property line than 50'.
4. The landscaping in this area shall be designed to enhance the architectural design of the building and to screen the parking, storage and loading area. on-site landscaping should be designed to be compatible with the street landscape program.

VI. Area lighting

The objective of area lighting is to light landscaped areas, freestanding signs, buildings, parking areas or storage areas for decorative or security reasons. The light must not dominate the buildings or landscape, but blend as an integral part of the total development. All lighting shall be shielded from adjoining properties when it would create an annoyance. The minimum average illumination levels shall be:

Parking areas	1.0 footcandle
Vehicle exists and entrances	2.0 footcandle
Walkways	0.5 footcandle
Storage areas	1.0 footcandle



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NWMAR138764

DESCRIPTION OF IMPROVEMENTS

The subject property consists of a site containing 14.37 acres, a building containing 293,978 square feet and various yard improvements. The description of the building is as follows:

Size:	The main building contains 170,573 square feet. The western extension of the craneway into a covered loading area contains an additional 34,500 square feet. To the east of the building, a new bay was created at the same time the new bay was constructed and contains 74,025 square feet. The office is two stories in height and contains a gross area of 14,880 square feet. The total square foot area for the building is 293,978 square feet.
Age:	The building was originally constructed in 1943. major modifications took place in 1969 and 1983.
Wall Height:	Within the shop area the walls range from 41' to 50'. The shed area adjacent to the new addition has a maximum wall height of 22'. The wall height within the office is 8'.
Foundation:	The corner footings are 6'x6'x2' and are a concrete material. Sidewall footings are 4'x2' and are concrete. The interior footings vary from 8'x8'x2' to 1'6"x2'. These interior footings vary due to load capacity. Footings under the office building are 4'6"x4'6"x1'. Foundation walls surround the perimeter of the building.
Exterior Walls:	The basic wall construction is frame with 2"x6" studs, spaced either 16" to 3' on center. Cover over the walls is enameled galvanized steel siding. Additional light is allowed through corrugated fiberglass panels placed in the walls. The office building is finished with enameled galvanized siding, but differs from the main plant in that it has insulated walls and is finished with wall board on the interior.
Floor :	The floor varies from 6" reinforced concrete to 3" blacktop paving. 173,363 square feet has meshed concrete that is 6" thick. Approximately 120,000 square feet has 3" thick blacktop paving. The main floor in the office has a mixture of vinyl sheet goods and wall-to-wall carpet for floor cover. Under the carpet and vinyl sheet goods is 3/4" plywood sheathing over 1-1/2" insulation board, 2"x12" joists 16" on center, 6"x12" beams 4' on center. The second floor has 3/4" plywood over 2"x8" floor joists 16" on center.

DESCRIPTION OF IMPROVEMENTS (Continued)

Partition Framing:	The bulk of the partition framing is in the office area. Partition framing is 2"x6" studs nailed 16" on center, with 1/2" gypsum board on each side. A small portion of the interior framing of the office has 2"x4" studs also nailed 16" on center, but has 5/8" gypsum board on each side. The majority of the interior partitions in the office area have been painted. A partition wall separates Bay 1 from the remainder of the buildings. This wall is frame construction and runs from floor to ceiling. Bays 2 through 11 have a variety of interior offices, tool cribs, personnel control screens, lunchrooms and restrooms.
Roofing:	The basic roof design is monitor, with a built-up composition cover. The interior is wood and steel trusses built on 50' bays. The roof support system varies from H-beams to A-frame support. The H-beam and A-frame supports double as craneway supports.
Gutters and Downspouts:	Roof drainage is provided through 6" galvanized steel gutters which drain through downspouts into a subsurface system.
Interior Finish:	On the north side of the building is the office area for this facility. These offices range from general bullpen arrangements to private offices and conference rooms. The general office area is finished with sheetrock walls and paint. The conference room and executive offices have paneled walls and wall-to-wall carpeting. Special features within the offices include a floating floor for the computer room.
Windows:	As stated previously, the roof design in monitor. The facing of the monitor has glass panels to allow light in the upper story area of the building. The perimeter of the building has plexi-glass panels over the openings. In the office areas are aluminum framed sliding glass windows. There is adequate lighting and ventilation into the building.
Plumbing:	The majority of the plumbing is located in the office area. The women's restroom on the main floor consists of three toilets and three lavatories. The men's restroom has three toilets, two urinals, one cast iron service sink and two lavatories. The second floor has a men's and women's restroom with approximately the same plumbing count as on the main floor. The main building has adequate

DESCRIPTION OF IMPROVEMENTS (Continued)

restrooms to service the needs of the employees. The plumbing is located in such a manner within the building that it allows easy access to the restrooms. Additional restrooms are at the south wall of the factory.

Sprinklering System: The sprinklering system is a dry system and is adequate for the occupancy. Th supply is through seven 6" dry pipe valves and five 8" dry pipe valves. Water is fed through five 7" flanged gate valves.

Heating: Heat for the office is provided by a gas-fired water heating boiler. The rating of the boiler is 840,000 BTU output, with gas burner, automatic controls and piping. Four circulating pumps with four zones, switch, wiring, and piping to perimeter-mounted steam heating units heat the offices throughout.

Interior factory offices are heated, and part of the main building is heated by five zonal overhead electric heating units.

Air Conditioning: The office has the bulk of the air conditioning. The unit in the office has 50-ton capacity and is a freon refrigerated unit. The only other air conditioning within the building are two wall-mounted units in the foreman's office.

Railroad Track: A railroad spur runs into the east and west sides of the building. The total trackage measures 1,375 lineal feet within the building. The track is 90 pound and is set in blacktop with fasteners and ties. This track is mounted within the building to allow service of railroad cars.

Craneways: Bays 1 through 11 have the capacity of at least 10 tons to the crane. Cranes in place vary from 5 to 10 tons, depending upon location. Bay No. 12 has 10 and 20-ton capacity and has stiffeners in the floor to make this capacity available.

The listing of the serviceable cranes and craneways was taken from information provided by the client. The exact capacity of each crane and craneway is assumed to be accurate. Cranes in Bays 2 through 11 are interchangeable.

Electrical: The power to this facility is provided through two transformers located within the building. Two 50KVA

DESCRIPTION OF IMPROVEMENTS (Continued)

transformers at capacity produce 440 volt. Lighting in the main building is provided through mercury vapor lamps. Lighting in the office area is provided by ceiling-mounted fluorescent lights.

Functional Utility (Building): The building is divided into 11 50' bays and one 85' wide bay. The 50' bays are approximately 400' in length and the 85' bay is 525' in depth. The craneways extend to the west of the main building into a covered railroad car and truck loading area. This allows easy handling of products within the building. Discussions with a number of people who are involved in buildings similar to the subject indicate that this form of setup is ideal for the handling of steel products.

Yard Improvements: The yard improvements consist of approximately 207,000 square feet of blacktop paving. The paving is approximately three inches thick. There are 560 lineal feet of concrete curbing and planters around the parking area. The perimeter of the property is curtained by 2,130 lineal feet of 8' high cedar slat-filled chain link fence. Entry gates allow access in and out of the site to Dolphin and Channel Streets.

In the rear yard area is 1,440 lineal feet of railroad track. These tracks are mounted on treated ties set in blacktop paving.

Around the perimeter of the property is a sprinklering system to accommodate the landscaping.

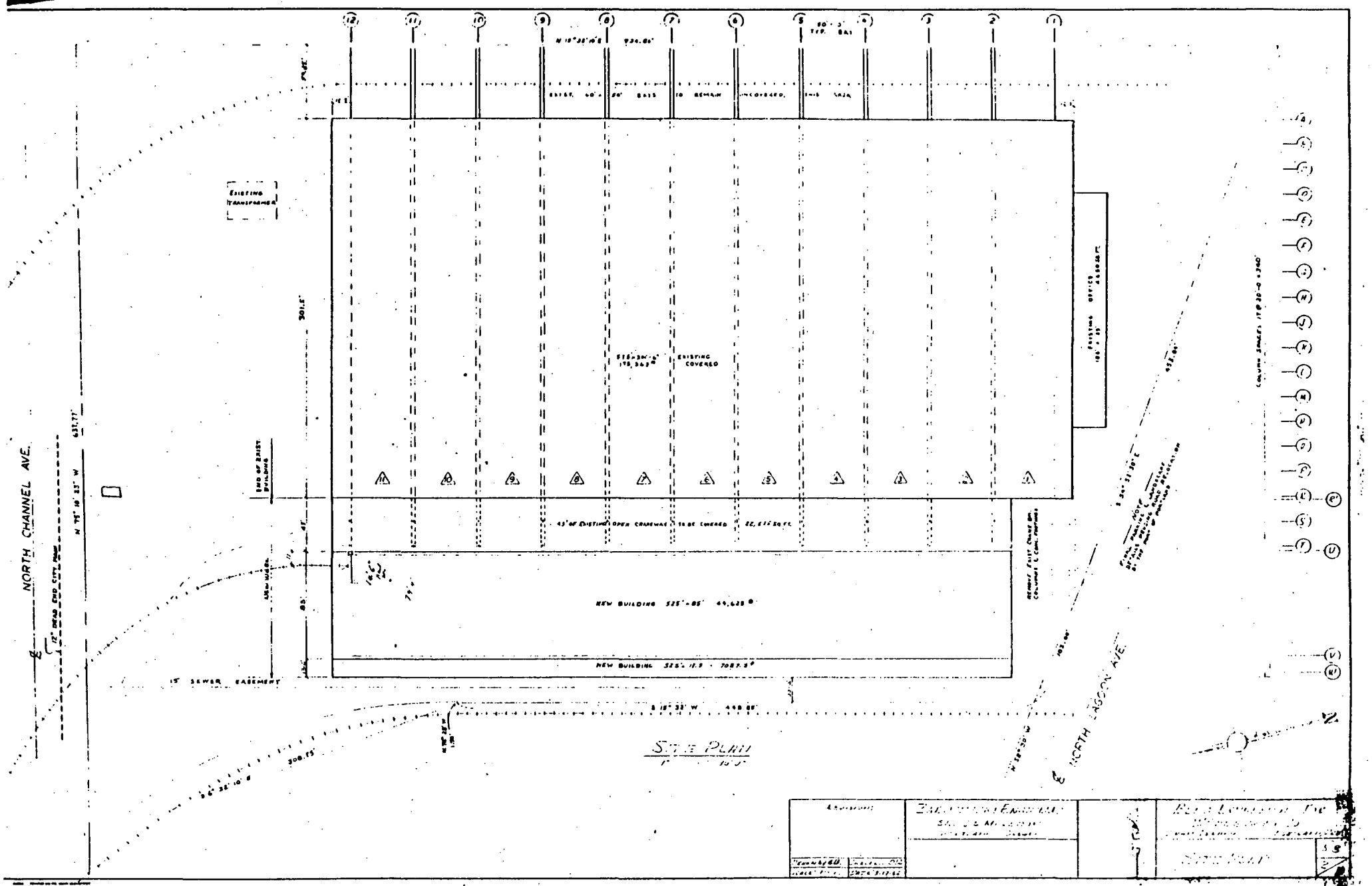
The overall condition of the yard improvements, landscaping and general maintenance of the grounds appear to be in excellent condition.

Hazardous Materials: We have no knowledge concerning the presence of any hazardous materials (such as asbestos) in the subject improvements as of the date of the appraisal. We have not conducted any tests to determine whether or not such hazardous materials and/or related conditions exist in the improvements. We recommend that the reader direct any questions concerning this issue to a firm of registered professional engineers specializing in providing such testing and analysis.

We assume that the improvements are free from hazardous materials. Any contamination

DESCRIPTION OF IMPROVEMENTS (Continued)

subsequently found, however, automatically renders this appraisal null and void.



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DESCRIPTION OF IMPROVEMENTS (Continued)

Street access to subject property

Front of building/visitor parking

DESCRIPTION OF IMPROVEMENTS (Continued)

West side of building/yard area

South side of building/rail spur

DESCRIPTION OF IMPROVEMENTS (Continued)

Yard storage area - west of building

South lot, used for temporary housing

SI039927
NWMAR138773

Bay No. 8 - newest addition

Typical bay

SI039928
NWMAR138774

Typical bay

Second floor office area

SI039929
NWMAR138775

Main conference room

Typical office

SI039930
NWMAR138776

VALUATION METHOD

The estimated market value of the Northwest Marine Iron Works facility assumes the highest and best use as an operating ship repair facility. To arrive at a conclusion of value, the three approaches to value will be considered. Due to the special purpose nature of the subject property, not all of these approaches will apply, however information from those approaches can assist this appraiser in identifying a final conclusion of value. These approaches are summarized as follows:

Cost Approach

The cost approach is a valuation method which combines the estimated cost of construction with underlying land value, presenting the total cost or value of the project. Construction costs include all elements of construction, including site preparation, architectural and engineering fees, financing costs and contractor's overhead and profit. Other costs considered include site improvements, additional tenant improvements, if appropriate, market and leasing costs, and costs of lease-up activity and any loss in rent during the absorption period. The subject property is an operating ship repair facility with no inherent functional obsolescence noted. However, the age of the subject and the various stages of remodeling it has undergone have made the cost approach unreliable.

The cost approach, also known as the summation method, allows the arithmetic summation of the land value with the depreciated replacement cost of the improvements for a total indication of value of the subject facility.

Market Data Approach

The market data approach is based on the economic principle that a prudent investor will pay no more for a property than the cost of acquiring a satisfactory substitute property with the same utility and with no undue delay. In this application, market value is measured by what similar properties sell for in the current market. The application of this process requires analysis of these sales in comparison with the attributes of the subject property in terms of adjustment for the date of sale, conditions of sale, physical variations, locational differences, and other unique characteristics of the property. In the case of the subject property, several important issues need to be addressed in order to apply market data.

1. The location of the subject property is in such a unique position within the Portland metropolitan area that only one facility would be deemed competitive to the subject, the property adjacent to the subject and owned by the Port of Portland. The location of the subject, within a Port facility and adjacent to the dry dock, places it in a unique position to compete for ship repair contracts. Other facilities within the Portland metropolitan area have difficulty contracting for such repair work because of the prohibitive cost and physical and logistical problems of transporting large parts from the shipyard to the place of activity. Thus, facilities located in Tualatin, Clackamas Industrial Park, Guilds Lake or Vancouver, Washington would be unable to compete economically for ship repair contracts.

VALUATION METHOD (Continued)

2. Consideration of the subject as a key portion of a ship repair facility was not undertaken. Valuation was performed viewing the subject as a general fabricating facility within the regional market.

The common practice in applying the market comparable approach would be the development of certain data which would allow interpolation or extrapolation of the data into an indication of value for the subject. The data from a local investigation was conclusive in the traditional sense. These value parameters are foundational to our current investigation.

Income Approach

The income approach is based on the current income potential of the property. It considers the income-generating capability of the property and analyzes current expenses and other factors which influence the rent structure. Expenses are subtracted from the potential income, resulting in a net operating income. This is capitalized by an overall capitalization rate, indicating a final estimate of value.

Again, data could be obtained from local fabricating operations that produced an estimate of rents that could be charged by such facilities. This information was processed to a net rent and ultimately a conclusion of value.

HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as:

1. The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.

2. The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value.

3. The most profitable use.

"Implied in these definitions is that the determination of highest and best use takes into account the contribution of specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like."

[American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal (Chicago, Illinois, 1984), p. 152.]

The definition above applies specifically to the highest and best use of land. It is to be recognized that in cases where the site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of the specified use to the community environment or to community development goals in addition to wealth maximization of individual property owners.

Present Condition

The subject site contains 14.37 acres and is improved with a building occupying approximately 293,978 square feet. The facility was originally constructed in 1943 and used in the construction of ships during World War II. Subsequent to that period, the building has had various owners and uses, but has continually been used for heavy industry. The building is divided into 12 bays, each supported by an overhead crane system. Each bay has a minimum depth of 400' and a minimum height to the bottom of the crane of 27'. The building has a great deal of flexibility with the long bay configuration and 50' wall height. The only limitation to the versatility of use would have to be the 50' bay width. This has not been a limiting factor to the existing users, in that they are handling steel products and the 50' bay width presents no problem.

Overall, the site is generally conducive for heavy industrial use and river-oriented users. The subject site does not have frontage on the Willamette River or Swan Island Basin, but is adjacent to the Port's dry dock facility.

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HIGHEST AND BEST USE ANALYSIS (Continued)

Legal Considerations

The legal factors influencing the highest and best use of the subject site are primarily related to zoning and other government restrictions. The subject is located within a developed industrial park, and is zoned M-2, Heavy Manufacturing, a zoning designation which allows a wide variety of industrial uses. Most commercial uses are restricted and new housing is precluded in this zone. Therefore, the highest and best use of the subject site is considered to be for an industrial development in accord with the zoning. The existing improvements represent a legal, conforming use.

It is important to analyze the impact of the surrounding properties on the subject based upon the zoning. It is important to note that all the properties in the immediate vicinity of the subject are also zoned for industrial use, with the predominant use being water oriented. This establishes a relatively high level of conformity and, as such, the potential for any negative influence in the future is reduced. The subject plant is located within the Swan Island ship repair yard, which devotes the predominance of its business to water related business.

Overall, the Comprehensive Plan for the subject neighborhood creates an environment conducive to industrial development, which should help preserve the overall marketability characteristics of industrial properties within the district.

Physical Considerations

The physical characteristics of the subject property are favorable to industrial development. The physical site qualities, access and exposure, abutting properties and other factors affecting site valuation have been considered in the site description of this report, and it was concluded that the subject does not suffer from any negative influences.

Market Considerations

The factors which influence the marketability of the subject property, as if vacant, pertain to the supply/demand for industrial zoned land in this industrial district. In the cost approach section of this report, this appraiser was able to locate several recent sales of industrial zoned land in the immediate vicinity of the subject property. Based upon market evidence, I have concluded that there is sufficient demand for the subject site, and that it is marketable.

The factors which influence the marketability of the subject property, as improved, include the supply/demand characteristics for this type of property in the industrial market, and to a lesser extent, the suitability of the property as an investment alternative. The industrial segment of the Portland real estate market is currently rather weak, due to slack demand. Manufacturing space is a specialized sub-market of the general industrial sector. During the 1980-82 recession, the steel and metal fabricating industries suffered substantially, and as a result the rental market for manufacturing and assembly space was quite soft throughout the middle 1980s. Fortunately, most market analysts and participants agree that these industries have been enjoying some signs of re-emergence and strengthening. However, the

marketplace is also replete with examples of high bay manufacturing structures being converted into alternate uses, particularly warehouse and distribution uses. The nuclear power system facility located along S.W. Moody has been razed to provide a vacant site for a mixed use project, and the U.S. Steel facility, located along N.W. Yeon, is being converted into an industrial use. This has all had the effect of reducing the supply of available high bay manufacturing facilities.

In the Guilds Lake area, the Tube Forging of America facility on N.W. Yeon Blvd. is operating again, and the Gate City Steel facility, an older, steel frame building, has been sold and remodeled and is back in use again. The High Reach building along N.W. Yeon is also occupied. The Swan Island high bay facilities are mostly leased and at capacity, and the Columbia Industrial Park in Vancouver is being used primarily for marine uses. That facility is 98% occupied. Atlas Iron Works in northeast Portland is also being used at capacity. To our knowledge, there are only two large, modern and efficient manufacturing facilities vacant and available in the market at this time. This lack of supply could enhance the overall marketability for the subject, coupled with improving industrial conditions, which should eventually translate into stronger demand.

The subject reflects limited divisibility characteristics and, as such, the major market to which the subject would appeal would consist primarily of owner-users. Given the current state of the market and the current vacancy rates in the greater Portland metropolitan market for industrial space, as well as discussions with several active real estate brokers, I have estimated that the typical marketing period for the subject would be approximately one to three years, if it were vacant.

As an investment alternative, the subject, as improved, would be attractive to an investor if the property could be fully leased to a long term tenant. However, this would depend upon the terms of the lease and the rental rate which would be achieved. In general, the subject is not considered to be a good investment alternative, as it is designed primarily for a single user and buildings of this type are typically owner-occupied.

In conclusion, the marketability of the subject, as improved, appears to be average with improving soft market conditions which are characterized by improving industrial conditions, which should lead to stronger demand. As the excess supply for this type of space is being converted to alternate uses or is being removed from the market, supply conditions are also conducive to an improving market.

Financial Considerations

The financial feasibility of the subject is dependent upon the pricing strategy. As already noted, there is an adequate market for the subject site. Therefore, the extent of financial considerations in this regard would be to assure that the subject site was priced in accordance with market standards. The subject property is improved with a 293,000 square foot industrial facility. The structure was constructed during World War II and has continuously been maintained as an industrial facility. Some signs of deferred maintenance were noted, and an unqualified source noted that some deferred maintenance existed with the roof. Also, the bays appear to be of sufficient

width and height to be conducive to functional uses. Therefore, no functional obsolescence was noted within the layout of the facility. One test of financial feasibility which can be applied to this type of property is to compare the value indications derived from both the cost and income approaches. Unfortunately, the subject property was constructed during World War II, requiring depreciation estimates between 1940 and 1989. The building has been upgraded a number of time, making depreciation estimates difficult. However, generally speaking, if the income approach is equal to or greater than the cost approach, the implication exists that the development of the property is financially feasible. Generally, the subject meets this criterion.

Summary

In the above analysis, legal, physical, market and functional considerations have been discussed as they relate to the highest and best use of the subject property, as vacant and as developed. This analysis indicates that there are not significant restraints restricting development of the subject site, as if vacant. We have concluded that the highest and best use of the site is for industrial development. Similarly, the subject property, as developed, conforms to the conclusions of the highest and best use of the site.

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COST APPROACH

Traditionally, the cost approach is one of the three methods employed to estimate the market value of a property. The cost approach is predicated upon the principle that a buyer considering the purchase of the subject property would pay no more than the cost to produce a replica of that property.

The approach normally begins with an analysis of the sales of comparable vacant sites. The intent of this application is to estimate the market value of the site, as if vacant and available for development at its highest and best use, based on this analysis of comparable market data. The application of the cost approach next requires the estimation of the cost to produce a replica of the subject improvements. This reproduction estimate is then modified by a deduction of the loss in value due to physical wear and tear, functional obsolescence and/or environmental problems associated with the site. The resultant estimate of the depreciated reproduction cost new of the improvements is finally added to the estimated site value of the subject property according to the cost approach.

I have not completed the cost approach, as this methodology does not yield a useful indicator of value in this instance, due to the following reasons:

1. The cost approach is not considered a good indicator in this instance due to the age and various stages of remodeling the subject improvements. In addition, information regarding new construction of competing facilities was not available. An examination of the Marshall & Swift cost service only gave general guidelines as to construction costs.

2. As noted in the description of improvements, the subject property is composed of a large building constructed in various phases. Major modifications took place in 1969 and 1983. It is somewhat difficult to accurately estimate the cost new for the older components of this facility. More importantly, it is extremely difficult to accurately estimate the loss in value (accrued depreciation) in this case, due to the associated aging as well as the inherent functional obsolescence that might have taken place due to design technology since the original date of construction.

For these reasons, the cost approach will not be attempted and emphasis will be placed upon the income and market approaches to value. It is important to note that the subject site has been leased and therefore it is important to estimate the value of the site in order to determine if a leasehold interest exists either in the land or in the improvements.

Estimated Land Value

The following summary of recent two land sales and two recent land leases is considered to be relevant to the estimate of the market value of the subject site.

COST APPROACH (Continued)

Land Sale No. 1 - Maletis, Inc.

Location:	N. Cutter Circle, north of N. Leverman Street
Legal Description:	Lots 2, 15, 16 and part of 14, Mock's Bottom
Date of Sale:	August 5, 1988
Grantor:	Port of Portland
Grantee:	Maletis, Inc.
Price:	$1,775,288
Terms:	Cash
Zoning:	M-2
Land Size:	14.3 acres
Improvements:	None
Sale Price/Acre:	$124,146
Confirmed By:	Crystal Atkins-Conwell, Port of Portland
Comments:	The site has two easements across the property, which reduced the price.

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NWMAR138784

COST APPROACH (Continued)

Land Sale No. 2 - Cummins Diesel

Location:	The intersection of N. Going and N. Basin Avenue, Swan Island Industrial Park, Portland, Oregon.
Legal Description:	A portion of Tax Lot 101 in Section 21, 1N, 1E, Willamette Meridian, Multnomah County, Portland, Oregon.
Date of Sale:	October 1983
Documentation:	Book 1728, Page 670
Grantor:	Port of Portland
Grantee:	Cummins Diesel
Price:	$608,850
Terms:	Cash
Zoning:	M-1, Heavy Industrial
Site Size:	3.69 acres
Improvements:	Vacant at the time of sale.
Sales Price/Acre:	$165,000
Confirmed By:	Peggy Krause, Port of Portland

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NWMAR138785

COST APPROACH (Continued)

Land Sale (Lease) No. 3 - Boise Cascade

Location:	Directly east of the Ports O'Call office and restaurant complex, along the shoreline of the Willamette River, Swan Island, Portland, Oregon.
Legal Description:	A parcel of land located in the southwest quarter of Section 21, T1N, R1E, WM, Multnomah County, State of Oregon.
Date of Lease:	October 1985
Lessor:	Port of Portland
Grantee:	Boise Cascade Corporation
Price:	This is a 60-year lease with renewal options with monthly lease payments of $4,739.58, predicated upon a 10% return to the estimated value of $175,000 per acre. Lease contains provisions for five-year escalations.
Zoning:	M-2, General Manufacturing
Land Size:	3.25 acres
Improvements:	None
Price/Acre:	The lease is predicated upon a value of $175,000 per acre.
Confirmed By:	Crystal Atkins-Conwell, Port of Portland
Comments:	This is the first transaction in the Port of Portland's new Port Center. Boise Cascade Corporation has leased this site to relocate its research and development center, which will consist of a two-story, 40,000 square foot complex. A spokesman for the lessor stated that negotiations are in progress for other parcels in the new Port Center, predicated upon a price of $195,000-$200,000 per acre, and that the Boise Cascade transaction was based on a value below market in order to stimulate additional activity in the center.

SI039940
NWMAR138786

COST APPROACH (Continued)

Land Lease No. 4 - Ness-Meyer-Stallick

Location:	At the intersection of N. Channel, N. Lagoon and N. Anchor, Swan Island, Portland, Oregon.
Legal Description:	Tax Lots 82 and 90, Section 21, T1N, R1E, Multnomah County, Oregon.
Date of Lease:	January 1987 through June 2026
Lessor:	Port of Portland
Lessee:	Ness-Meyer-Stallick
Terms:	Months 1-9, $2,000 per month (construction period). Months 10-24, $4,030 per month. After month 24 the rent will continue at $4,030 per month.
Zoning:	M-2, General Manufacturing
Site Size:	3.3 acres
Improvements:	None
Sales Price/Acre:	Land lease based upon $175,000 per acre.
Confirmed By:	Crystal Watkins, Port of Portland
Comments:	A new 7-Eleven store plus speculative retail will be built. First Interstate will sublease and operate a branch.

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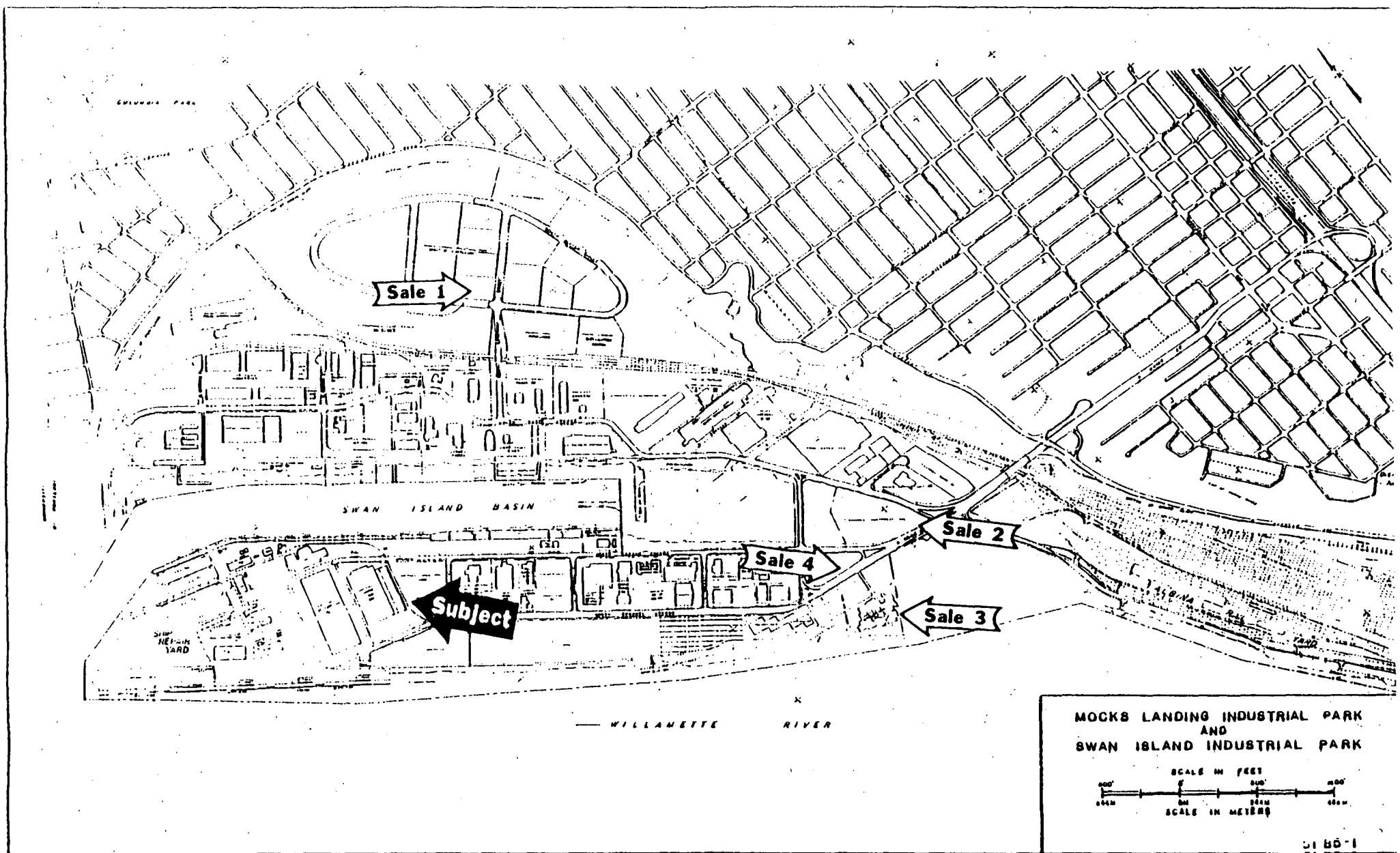
NWMAR138787



Comparable Land Sales

COST APPROACH (Continued)

CORRELATION

Comparable Land Sale No. 1 ($124,146 per acre): This site is located on the west side of N. Cutter Circle, north of N. Leverman Street, in the Mocks Bottom development. This is an expansion of the Swan Island Industrial Park. This site is inferior to the subject in that the subject is in the central portion of the industrial park, whereas the comparable is located at the rear. Comparable No.1 suffers from the deficiency of two easements crossing the property, which reduces the overall price and value of the parcel.

Comparable Land Sale No. 2 ($165,000): This is a sale of a well-located parcel prior to the Port's price adjustments. Again, the Port set the price of the site. The price is higher than Sale No. 1, in that it is better located on the Island. The subject is located at the main entry of the park.

Comparable Land Lease No. 3 (Based upon $175,000 per acre): This site was leased by Boise-Cascade Corp. Subsequent to the lease they have constructed their corporate office building upon the site. The Port has a policy of not selling land with frontage on the river. This is the main reason for the land lease. The lease is a good indication of value for the subject, in that it is a water-oriented location.

Comparable Land Lease No. 4 (Based upon $175,000 per acre): This site is also well located. The site is being developed with a combination retail and office development. This is further evidence of the commercial potential of the area.

The four comparables used in this report reflect the historical pricing of land in the Swan Island and Mocks Bottom Industrial Park. The Port of Portland controls the majority of land within the park, and therefore dictates current pricing of land. Land in the expanded Mocks Bottom section of the park range between $140,000 and $150,000 per acre. The the more intensely developed and better located Swan Island portion of the park land price range between $175,000 and $200,000 per acre. Giving consideration to the location of the subject property and the pricing policy of the Port of Portland, this appraiser has selected $185,000 per acre as an indicated value for the subject property. The Port of Portland is in process of selling several parcels at the $185,000 per acre price.

14.37 Acres @ $185,000 =	$2,658,450
Rounded to	$2,660,000

Leased Fee Interest

The Bradavin Property Trust leases to N.W. Marine Iron Works the land for $27,000 per month. In the correlation section of this appraisal is a discussion of the land rent and its impact on value. In summary, the land rent is considered a fair return on land value. There is no leasehold interest in the existing improvements.

SI039943
NWMAR138789

MARKET DATA APPROACH

The market data approach is based on the economic principle that a prudent investor will pay no more for a property than the cost of acquiring a satisfactory substitute property with the same utility with no undue delay. In this approach, market value is measured by what a similar property is selling for in the open market. The application of this approach requires the analysis of such sales in comparison with the attributes of the subject property in terms of adjustment for date of sale, conditions of the sale, physical variations and other characteristics unique to the property in question.

The adjusted sales price of the comparable project is then converted into comparable units of sale frequently utilized by knowledgeable buyers and sellers in the marketplace. The unit of comparison most applicable for use in estimating the market value of the subject property is the sales price per square foot of gross building area. In order to estimate the value of the subject property with this approach, the adjusted sales price per square foot of the comparable property is identified. This factor is then applied to the gross area of the subject building in order to estimate the market value of that structure in relation to a comparable sale from the market.

The following six sales are considered to be comparable to the subject property.

SI039944
NWMAR138790

MARKET DATA APPROACH (Continued)

Building Sale No. 1 - American Steel

Location:	6161 N.W. 61st Avenue, Portland, Oregon
Legal Description:	Metes and bounds, Multnomah County, Oregon
Date of Sale:	Option as of 2/89
Grantor:	American Industries
Grantee:	Trans Industries
Price:	$2,200,000
Terms:	N/A
Zoning:	M-2, General Manufacturing, City of Portland
Land Size:	10.43 acres
Improvements:	A steel frame and metal clad manufacturing facility. The building contains 150,050 square feet, including 7,400 square feet of office.
Sales Price/Sq. Ft. GBA:	$14.66
Confirmed By:	Bob Turner, Coldwell Banker Realty

MARKET DATA APPROACH (Continued)

Comments:	This is a steel frame and metal clad, high-bay manufacturing facility. The building is crane served and has a 50' clear height. Originally built in the 1930s, the building is of average quality and utility. The property has been for sale/lease for approximately one year.

MARKET DATA APPROACH (Continued)

Building Sale No. 2 - Lile International

Location:	The southeast corner of S.W. 118th Avenue and S.w. Herman Road, Tualatin, Oregon.
Legal Description:	Northwestern portion of Tax Lot 100, Section 22C, T2S, R1E, W.M., City of Tualatin, Washington County, Oregon.
Date of Sale:	December 29, 1986
Documentation:	86-60949; Warranty Deed, Washington County
Grantor:	American Industries, Inc.
Grantee:	W&J Leasing (Joseph C. Sopko, Wendall B. Lile, et al.)
Price:	$2,114,922, plus $125,000 in projected conversion costs, for a total of $2,239,922.
Terms:	Cash
Zoning:	MG, General Manufacturing, City of Tualatin
Land Size:	12.377 acres

MARKET DATA APPROACH (Continued)

Improvements: 131,375 square foot, crane-served fabrication plant built in 1974 of steel frame construction with concrete tilt-up and corrugated steel panel exterior. Clear height varies from 28' to 35.5', and bay widths vary from 58' to 73'. The facility has seven two-ton jib cranes, three three-ton, four five-ton and two ten-ton bridge cranes. Fabricating amenities include air, water and heavy power at many of the columns. Exterior attached two-story office construction is of glasweld curtain wall panels and is of above average quality. Total plant size is as follows:

Office	12,640 sq. ft.
Manufacturing/warehouse	115,926 sq. ft.
Mezzanine shop office	2,809 sq. ft.
Total gross building area	131,375 sq. ft.

Sales Price/Sq. Ft. GBA: $17.05

Confirmed By: Joe Sopko

Comments: Approximately 45% of the facility is to be owner-occupied by Lile International, a distribution/moving and storage company, while the balance of the plant is leased to three light assembly/fabricating companies. Approximately $125,000 is to be spent on a recessed truck well, loading dock, a canopy cover, and dock levellers, in order to convert a major portion of this facility to a distribution/warehousing use.

Both buyer and seller agreed that this property sold for approximately 10% below fair market value, based upon an MAI appraisal, as the seller needed to liquidate due to financial difficulty.

MARKET DATA APPROACH (Continued)

Building Sale No. 3 - Peerless Plant

Location:	18205 S.W. Boones Ferry Road, Tualatin, Oregon.
Legal Description:	Tax Lot 1007 in Assessor's Map 2S1 24B, Washington County, Oregon.
Date of Sale:	July 1986
Documentation:	86-029055 (Warranty Deed)
Grantor:	Peerless Properties
Grantee:	Pacific Realty Associates
Price:	$4,200,000
Terms:	Cash
Zoning:	MG, General Manufacturing, City of Tualatin
Land Size:	26.59 acres, of which 5.3 acres net of flood plain (1.0 acre) is considered to be excess land.
Land Value:	$2,559,000 ($100,000 per acre)

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MARKET DATA APPROACH (Continued)

Improvements:	309,340 square feet of manufacturing and office structures built in phases between 1964 and 1974. There is a total of 281,100 square feet of manufacturing space and 24,880 square feet (8%) of improved office. Bay width varies between 40' and 65', and wall heights average 24'. Clear height to the hook varies between buildings, but ranges between 16' and 20'. All buildings are sprinklered. This facility is comprised of a total of six buildings of predominantly steel frame, metal clad construction, and one detached, two-story wood frame average quality office building.
Sales Price/Sq. Ft.:	$13.58
Confirmed By:	Dick Buono, PacTrust
Comments:	This was a sale-leaseback transaction, where PacTrust purchased the property for its long-term redevelopment potential. The lease term is 10 years, which is cancellable by PacTrust at the end of five years. PacTrust has the right to claim various portions of the complex for redevelopment, per a set time schedule, over the term of the lease. Phase I, totalling 3.82 acres, which consists of assembly building #1, the plate shop, the warehouse and the part shop and the parking and landscaping area along Boones Ferry Road in the southwest quadrant of the site, was released to PacTrust March 1987 for redevelopment. In essence, this transaction enables PacTrust to redevelop this site slowly over a 10+ year time frame with no land holding cost, due to the rental income received from the present improvements.

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MARKET DATA APPROACH (Continued)

Improvements:	This is a concrete tilt-up warehouse with a gross building area of 160,000 square feet, which includes 13,000 square feet of two-story interior office (8.1%). The structure features a 40' clear height, heavy power and is fully sprinklered. Built in 1984, the building was never occupied. The purchasers spent $500,000 in finishing the office (which needed acoustical ceiling panels and carpeting), installing landscaping, dropping the front elevation by constructing deeper recessed truck wells (so that the dock height accommodates standard truck beds rather than furniture delivery vans), increased the truck door heights from 8' to 10' and installed dock levelers.
Sales Price/Sq. Ft. GBA:	$24.29
Confirmed By:	Gary Eichman, Oregon Transfer Co.

MARKET DATA APPROACH (Continued)

Building Sale No. 5 - R.F.D. Publications

Location:	9600 S.W. Boeckman Road, Wilsonville, Oregon
Legal Description:	Tax Lot 202, 3S1 148, Clackamas County, Oregon
Date of Sale:	December 1988
Documentation:	88-53391, Clackamas County
Grantor:	Handschy Industries
Grantee:	R.F.D. Publications
Price:	$4,000,000; $3,395,000 excluding excess land
Terms:	Cash
Zoning:	PDI, Industrial, City of Wilsonville
Land Size:	25.2 acres including 11 acres of excess land at $55,000 per acre ($605,000).
Improvements:	A 150,000 square foot, concrete tile-up manufacturing building including approximately 12,000 square feet of interior and exterior office space. Built in approximately 1974-75, this building

MARKET DATA APPROACH (Continued)

	features 20'-21' clear heights, nine dock-high doors, one delivery van height door, and one ramp-up grade level truck door. It also features heavy power and is of a manufacturing design, having always been used for printing press operations.
Sales Price/Sq. Ft.:	$22.63 (excluding excess land)
Confirmed By:	Pat Schreck, Cushman & Wakefield, and Mike Duyn Coldwell Banker
Comments:	This building was sold by an owner-occupant to R.F.D. Publications, who also plans to use the facility for the printing of weekly newspapers and other similar periodicals.

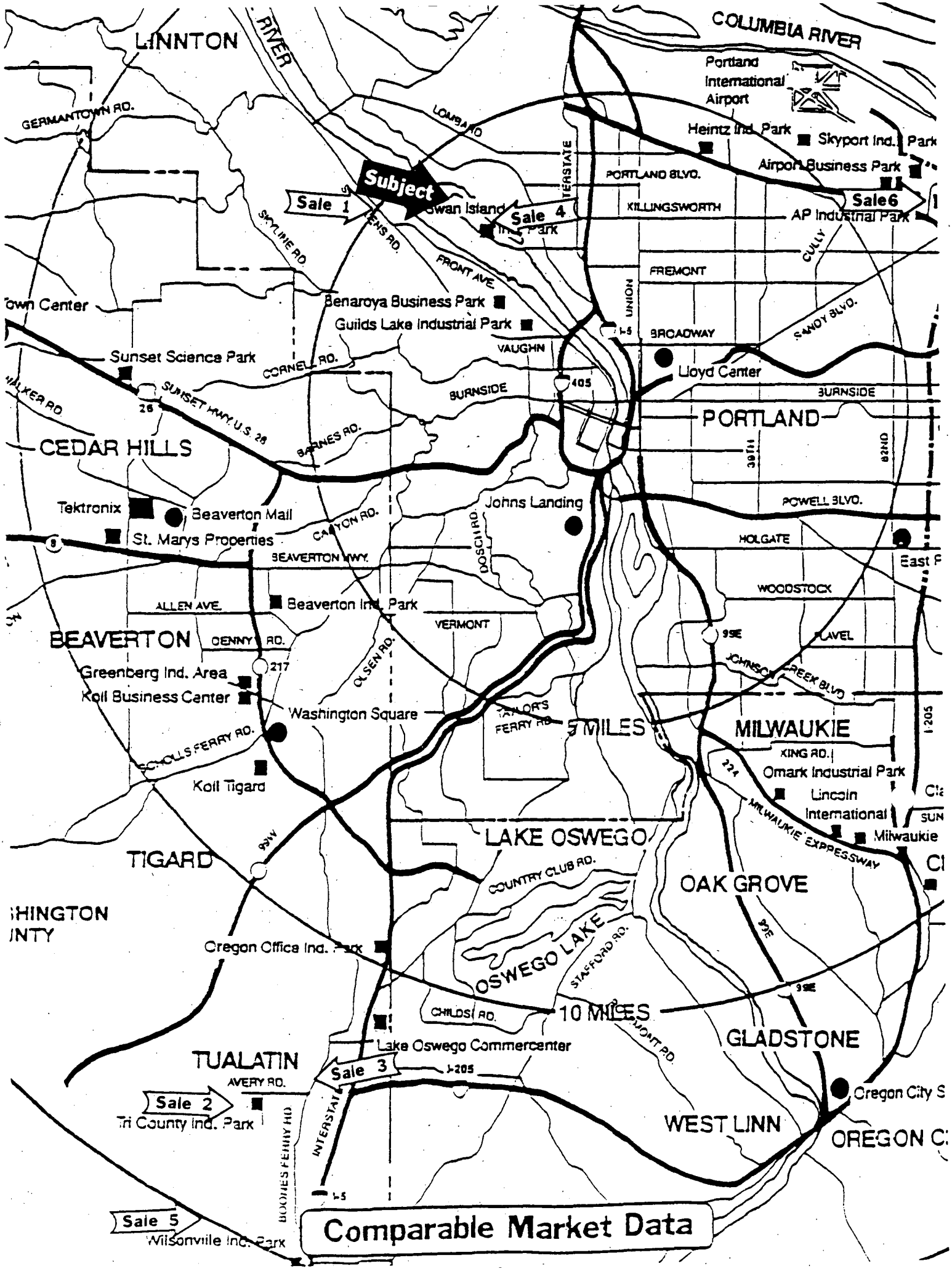
MARKET DATA APPROACH (Continued)

Building Sale No. 1 - Ralph Schlesinger Company

Location:	4600 N.E. 138th, Portland, Oregon
Legal Description:	Tax Lots 18, 56 and 70, Section 23, 1N, 2E, Multnomah County
Date of Sale:	May 4, 1988
Documentation:	Book 2100, Page 1920
Grantor:	Atlas Iron Works, Inc.
Grantee:	Ralph Schlesinger Co.
Price:	$2,500,000
Terms:	Cash
Zoning:	GM, General Manufacturing, City of Portland
Land Size:	24.17 acres
Improvements:	A 110,880 square foot manufacturing building divided into four bays with 8,095 square feet of interior office and 14,400 of open/covered loading area. The building was constructed in 1971, with

MARKET DATA APPROACH (Continued)

	additions in 1973, 1974 and 1976. A metal frame structure with 38' wall heights and 20' clear under the hook. Each bay has a 7.5-ton crane. Two 50 KVA transformers supply 440-volt service. Yard improvements consist of 65,00 square feet of asphalt paving, 300,000 square foot gravel yard area and a rail spur.
Sales Price/Sq. Ft.:	$22.55 per square foot of building area.
Confirmed By:	Ralph Schlesinger
Comments:	The building was sold and leased back. The terms of the lease were not available.



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MARKET DATA APPROACH (Continued)

Correlation of Market Data

When comparing the comparable sales to the subject property, the following valuation factors should be kept in mind:

1. All things being equal, larger buildings tend to sell for less on a per square foot basis than do smaller buildings. This is due to economies of scale with regard to replacement costs, as well as the fact that there are fewer users who require or can afford a larger facility, thus placing downward pressure on the rate per square foot paid for these structures;

2. All things being equal, the more office space, the higher the rate per square foot paid;

3. All things being equal, newer buildings tend to sell for more than older buildings;

4. The better the location, the higher rent paid on a per square foot basis; and

5. All other things being equal, the lower the site coverage ratio the higher the sale price on a per square foot basis of gross building area.

The six comparable properties are located in industrial districts either in or near the Portland metropolitan area. Sales No. 2, 3 and 5 are located in the suburban southwest sector of the city, in an area where land values are lower than in more urban industrial locations.

During the time period between 1981 and 1986, there was a recessionary period for steel fabricators in the Portland metropolitan area, and prices paid for real estate during that time period were lower than currently indicated. Some of the sale have taken place during the latter portion of that recessionary time period.

The comparable properties are designed for either manufacturing, distribution or are adaptable to either type of industrial use.

Comparable Sale No. 2 is a fabricating facility located in the southwest suburban sector of the city. The comparable was acquired by a moving and storage company and was converted to high cube storage. Comparable No. 4 is located in close proximity to the subject and is owned and operated by Oregon Transfer Company, also a moving and storage company. This building was originally designed as a furniture warehouse with relatively high cube storage, and because of its proximity and alternate use characteristics, it was used as a comparable in this instance.

The subject is also adaptable in that it also has a the flexibility to be used as a high cube warehousing and distribution facility. This use would be possible with the construction of recessed truck wells at locations around the perimeter of the building. However, with the healthier market conditions developing for manufacturing facilities, the conversion of the subject, if it were available on the market today, would not be likely. As there is no other new, high-bay manufacturing facility available on the

MARKET DATA APPROACH (Continued)

market with modern design, the subject would most likely sell or lease for a manufacturing use.

Asking Price No. 1 (American Steel). In the early 1980s, American Steel Company bought several distribution facilities from Oregon Steel Company. Oregon Steel has a potline in the Portland area and produces plate steel for several distributors and fabricators. American Steel and Oregon Steel had a close working relationship, and American Steel agreed to take over their distribution facilities. There were six within the state of Oregon. Shortly after the sale of the assets there was a downturn in the steel industry, and American Steel suffered greatly from excess capacity. The facility located on N.W. 61st was used as a plate processing and excess steel storage facility for several years. In 1987 a decision was made to place the property on the market. Trans Industry, a waste management company, has an option on the property to convert it to a loading facility to transport garbage to the Boardman land fill.

Adjacent to this property is the Gould site. For a number of years the Gould Company operated a battery disposal operation upon the six-acre site. In 1987, the Department of Environmental quality placed this site on the super fund list of toxic waste sites. The cost to cleanse the site of hazardous waste is approximately $30 million. The influence of the close proximity of the hazardous waste site has an impact on the marketability of this property.

Sale No. 2 - Lile International. This is one of the properties that American Steel purchased from Oregon Steel, Inc. For a few years American Steel operated a distribution facility out of this location, but in 1985 contracted their operations to their main, Yeon Avenue location. They placed the property on the market in 1985, and in 1986 Lile International purchased the property. Lile is in the moving and storage business and they converted the property to high cube storage in support of their business.

This facility is a modern fabricating plant, which was constructed in 1974, and has concrete wainscoting, is sprinklered and has good utility in the bay width and height. The facility is located in the suburban southwest sector of the city, somewhat removed from the urban core. The purchase of the building reflects the softness of the market at the time and the versatility of the building to be converted to alternate uses.

Sale No. 3 - Peerless Plant. For a number of years, Peerless operated a trailer construction facility at this location. In 1985, Peerless made a decision to move their operations to the state of Nevada. They placed the property on the market, and in 1986 Pacific Realty Associates purchased the property. The property is located in a growing bedroom community south and west of the city of Portland, and it is the intention of the buyer to develop the site into a business park. Peerless leased back the property and has continued to operate their trailer manufacturing on site. There is a provision within the lease to gradually release buildings as development takes place upon the site. Again, the purchase price of this property reflects the general softness of the market during the 1986 time period.

Sale No. 4 - Cousins Furniture. This is a modern warehouse facility constructed in the early 1980s. The original owner of the property planned to use it for the storage of

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MARKET DATA APPROACH (Continued)

furniture. They suffered financial difficulties during the recessionary period of the 1980s, and the building was sold in 1986 to Oregon Transfer Company, who now use the building for high cube storage. This comparable is offered as an alternate use for the subject property, as was the case in Sale No. 2 (Lile Moving & Storage).

Sale No. 5 - R.F.D. Publications. This property is a large, concrete tilt-up manufacturing facility located in the suburbs of the city of Portland. The building is of modern design, constructed in 1974. The facility is in excellent condition. The buyer publishes "This Week" magazine, and the facility has been remodelled to accommodate large presses. This sale is offered as an indication of larger buildings in the area, but should be considered at the upper end of the market.

Sale No. 6 - Atlas Iron Works. This facility is located at 4600 N.E. 138th Avenue, approximately five miles east of the subject property. The area is not served by public sewer and a septic system has to be used at the site. The building contains 110,880 square feet, and is a high bay crane manufacturing space that was constructed in 1971. This facility is very similar to the subject, except that it is in an inferior location to that of the subject. Atlas Iron Works at one time had been owned by N.W. Marine Iron Works and in the mid-1980s was sold to a Canadian investor. In 1988 the Canadian group sold the land and buildings to a local investor by the name of Ralph Schlesinger. This was the sale of real estate assets only. This was not a distressed sale, and except for its more remote location is a good indicator of value for the subject.

Conclusion

The six comparables offered as indications of value have been in varied locations throughout the metropolitan area. Site sizes have varied, creating a substantial variation in the land to building ratio. For this reason, the estimated land value has been extracted from the sales, leaving an indicated building contribution. The following chart is a summary of that analysis.

Sale No	Sale Price	Bldg Size	Land Size	L/B Ratio	Ratio diff	Size	Land Rate	Excess land Value	Adjusted Sale Price	Adjusted Rate	Land Value	Building Contribution	Comments
1	$2,200,000	150050	454330	33.03%	13.94%	63,324	$2.00	$126,648	$2,073,352	$13.82	$908,660	$8.61	Inferior
2	$2,239,922	131375	539273	24.36%	22.60%	121,892	$1.50	$182,838	$2,057,084	$15.66	$808,910	$10.89	Equal
3	$4,200,000	309340	1158260	26.71%	20.26%	234,632	$2.00	$469,264	$3,730,736	$12.06	$2,316,520	$6.09	Inferior
4	$3,887,500	160000	344124	46.49%	0.47%	1,616	$4.00	$6,465	$3,881,035	$24.26	$1,376,496	$15.69	Superior
5	$4,000,000	150000	1097712	13.66%	33.30%	365,536	$1.50	$548,304	$3,451,696	$23.01	$1,646,568	$15.69	Superior
6	$2,500,000	110880	1052845	10.53%	36.43%	383,584	$1.50	$575,376	$1,924,624	$17.36	$1,579,268	$8.30	Equal
Subject		293978	625957	46.96%			$4.25				$2,660,317		

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MARKET DATA APPROACH (Continued)

As indicated in the previous analysis, Sales No. 4 and 5 are superior to the subject. They indicated prices per square foot of $15.69. Sale No. 1 indicated $8.61 per square foot for the building, but sold in 1986 and is adjacent to a toxic waste site. Sale No. 3 sold in 1986 and is located in suburban location and sold during a depressed time period for fabricating facilities. Sale No. 6 is equal to the subject and has sold fairly recently, but is an inferior location to the subject.

It is the opinion of this appraiser, based upon the market data presented and analyzed, that the market value of the subject property via the market approach is estimated at a range of value between $8.50 and $10.00 per square foot for the building. This would indicate a value of:

293,978 square feet (building area) x $8.50 =	$2,498,813
293,978 square feet (building area) x $10.00 =	$2,939,780
Land contribution	2,660,000
Estimated value via the market approach	**$5,160,000-$5,600,000**

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NWMAR138807

INCOME APPROACH

In this approach to value, the future anticipated net operating income stream for the property is capitalized into an estimate of market value utilizing an overall rate from the market. The net operating income estimate is the amount of anticipated annual revenues, less appropriate allowances for vacancy and credit loss as well as operating expenses. It is the remaining rental income subsequent to provisions for all operating expense items prior to the provision for debt service and/or return on the equity investment. The reliability of the income approach is correspondingly dependent upon four variables:

1. The accuracy and precision of the estimate of the anticipated annual rental income;

2. The estimation of the anticipated duration of the net annual operating income stream;

3. The accuracy of the selection of the capitalization rate to be utilized; and

4. The selection and application of the method utilized to convert the estimated net operating income into an estimate of market value.

The following procedure will be followed in estimating the market value of the subject property. The fair market rent will be estimated based on comparable rental rates from similar competitive buildings. A reasonable allowance for vacancy and credit losses will be estimated in reflection of the actual experience of comparable properties within the market area. Operating expenses considered to be directly attributable to the subject property will be individually estimated in relation to operator estimates and other available market data. These operating expenses will then be deducted from the anticipated fair market rental in order to estimate the net operating income attributable to the improvements as well as to the site. The net operating income will be capitalized into a final estimate of market value.

The following comparable rental data was considered in the estimation of the potential gross annual rental income for the subject property.

INCOME APPROACH (Continued)

Comparable Rental No. 1 - Swan Island Shipyard

Location:	Swan Island (Building No. 4)
Lessor:	Port of Portland
Lessee:	Various
Lease Date/Term:	Month-to-month
Size:	302,256 square feet
Tenant Improvements:	Open space with minimal interior finish.
Rent Schedule:	The Port will lease to any fabricator, but places a priority on ship repair. They will only rent on a month-to-month basis.
Terms:	Net to owner
Rental Rate:	$0.18 per square foot per month for older space that has not been updated. $0.24 for updated space.
Confirmed By:	Crystal Atkins-Conwell
Comments:	High bay, crane served, wood frame building with limited office. The facility was constructed during

INCOME APPROACH (Continued)

World War II as part of the Oregon Shipyard. Clear height in the bays is 60'. Use of the yard is charged at six cents per square foot per month for paved area and three cents for unpaved area.

INCOME APPROACH (Continued)

Rental Comparable No. 2 - Columbia Business Center

Location:	Buildings No. 40 and 41, 2501 S.E. Columbia Way, Vancouver, Washington.
Lessor:	Columbia Business Center
Lessor:	Columbia Business Center
Lessee:	Various fabricators
Lease Date/Term:	Varies
Size:	Building 40 has 492,807 square feet, Building 41, 216,492 square feet.
Tenant Improvements:	Open bays with minimal office finish.
Rent Schedule:	13 cents double net with 3.5 cent surcharge for security, management and taxes. Additional charge of 3.5 cents for any yard storage.
Terms:	Basic terms are net to the owner.
Rental Rate:	16.5 cents net for building and 3.5 cents for yard storage.

INCOME APPROACH (Continued)

% Building Occupancy:	15,000 square feet vacant, or 2%.
Confirmed By:	Terry Shalney, leasing agent
Comments:	World War II vintage shipyard that is now used for both industrial fabrication and light industrial uses.

INCOME APPROACH (Continued)

Rent Comparable No. 3 consists of a 50,393 square foot space within a 309,340 square foot, high bay manufacturing space owned by Lile International and located at 118th and Herman Road, Tualatin, Oregon. This is a suburb of the Portland metropolitan area, and is approximately 15 miles from the central city. In January of 1986, Engineer Components, Inc. (ECI) renewed a lease for 50,393 square feet of plant space, including 1,800 square feet of first floor office for a period of four years on a triple net basis at 17 cents per square foot. This space is served by one 10-ton bridge crane, four five-ton bridge cranes, and one two-ton jib crane. This building features a 28'-34' clear height, and is sprinklered. The building was constructed in 1974.

Rental Comparable No. 4 In 1986, Peerless Pacific sold their manufacturing facility at 18205 S.W. Boones Ferry Road, Tualatin, Oregon to Pacific Realty Associates. The long range plan of Pacific was to develop the site with a modern business park. Peerless master-leased the facility. The improvements consist of a 309,340 square foot manufacturing and office structure built in phases between 1964 and 1974. There is a total of 281,100 square feet of manufacturing space, and 24,880 square feet of improved office. Bay widths vary from 40' to 65', and average wall height is only 24'. Clear height to the hook varies between 16' and 20'. All buildings are sprinklered. The facility consists of six buildings of predominantly steel frame, metal clad construction, and one detached, two-story, wood frame, average quality office building. In 1987, Peerless sub-leased 40,000 square feet to Pierce Pacific for five years at 17.5 cents per square foot per month, including yard storage.

Rental Comparable No. 5 is a listing of a Ted Nelson Company facility located at 14280 S.W. 72nd Avenue, Tigard, Oregon. This is a two-building complex totalling 121,800 square feet. An additional charge will be made if the proposed tenant is to use the cranes. The former tenant, Ted Nelson Company, was paying $25,000 per month, which equates to 20.5 cents per square foot per month.

Rental Comparable No. 6. This comparable is located at 6330 N. Basin Avenue in the Swan Island Industrial Park, Portland. This property is within one-quarter mile of the subject property. The structure was built in 1979 and contains 68,572 square feet. The building is divided into two spaces with Reynolds Aluminum Supply occupying 55,000 square feet, and Stack Heat Treat occupying 13,572 square feet. It has a 25' clear height to the hook, and 75'-wide bays. In addition, there is a concrete wainscoting around the entire perimeter. The entire facility is insulated, including walls and ceiling. Both tenants occupied the building approximately five years ago and have renewed their leases. In June of 1988, Stack Heat Treat renewed a lease for five years at 26.5 cents per square foot, net. Reynolds Aluminum Supply renewed their lease in January of 1989 for five years at a rental rate of 25.5 cents per square foot, net to the owner. This facility is somewhat different from the subject in that the tonnage capacity is only five tons. This facility was not designed to treat the heavy tonnage requirement as is the subject property.

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INCOME APPROACH (Continued)

Summary of Rent Comparables

Location	Year Built	Lease Term	Bldg. Size	Clear Height to Hook	Cranes	Rent/ Sq. Ft.	Terms
Swan Island	1942	Mo-mo	302,286	60'	Yes	$.18-.24 $.06	T-net
Vancouver	1942	Various	709,299		Yes	$.16.5 bldg $.03 yard	T-net
Tualatin	1974		50,393	28-34'	Yes	$.17	T-net
Tualatin	1964-74	5 years	40,000	20'	Yes	$.17	T-net
Tigard	1964-80	For lease	121,800	25-30'	Yes	$.23	T-net
Swan Island	1979	5 year	68,572	25'	Yes	$.26	T-net
Subject	1942		283,878	35-40'	Yes		

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INCOME APPROACH (Continued)

Conclusion of Market Rent

The industrial market has firmed through the shrinkage of crane space to alternative uses. In the last 12 months there has been a resurgence of demand for high bay crane space. The manufacturing sector of the market is recovering from the recession. Industry conditions are improving, which leads to strong demand. It appears that most of the excess supply for this type of space has also been converted to alternative uses or is being removed from the market. Supply conditions are therefore also contributing to the improving market.

However, the type of space most typically leased on the open market is for smaller space users, and properties the size of the subject are most frequently purchased for owner-occupancy rather than for speculation. For this reason, rental of properties this size and type are not all that common in the marketplace. This appraiser feels that the comparables presented are indicative of the market, and depending upon the location (distance from city center) and the quality of the facility the rental rate will be determined. Of the six comparables that are offered in comparison, none could accommodate the subject property as a single tenant. The subject property is fortunate in that it has capacity to be divided with tenants in each of the bays, and therefore would accommodate the market and smaller space users. Although larger facilities tend to rent for slightly less than smaller facilities on a per square foot basis, the market makes only a very slight differentiation between a 50,000 square foot building and one the subject's size.

Based upon the rental data analyzed relying equally upon the six comparables, and after weighing the appropriate size considerations, I have estimated the fair market rental for the subject building at 20 cents per square foot per month.

Net Operating Income Estimate

The net operating income estimate for the subject property has been made based on the estimate of the fair market rent applicable to the subject property, after deducting vacancy and credit loss and estimating operating expenses. Net terms for this type of space are typical in the local industrial market. Therefore, vacancy, management and structural maintenance items must still be considered by the lessor. The net operating income estimate has been summarized in the following income and expense statement.

Income and Expense Summary

Gross potential income		
Plant - 293,978 sq. ft. x $.20 x 12 mos.		$705,547
Less: vacancy and collection loss @ 10%		70,554
Effective gross income		634,992
Less: operating expenses		
Management @ 1%	$ 6,350	
Structural reserves @ 10¢/sq. ft.	29,307	
Total operating expenses		35,747
Net operating income		$599,245

INCOME APPROACH (Continued)

Explanation of Expense Items

Vacancy and Credit Loss: After talking with property managers and real estate brokers, and observing the local market, I have selected a vacancy rate of 10% for the subject property, on a stabilized basis. This gives consideration to the current vacancy rate in the Portland metropolitan area of 16.5%, which is partially due to newly constructed, unabsorbed warehouse space in multi-tenant parks, and the current softness of the industrial real estate market in general, as well as recent shrinkage of availability of manufacturing facilities.

Management: The cost of off-site management is expected to be 1% of effective gross income ($6,350), which is reflective of the subject being basically a single tenant entity with full tenant responsibility for nearly all expense items. Therefore, off-site management is to consist mainly of bookkeeping, with only minimal supervision being required.

Structural Reserves: The cost of maintaining the roof, exterior walls and mechanical systems is estimated to be 10 cents per square foot per annum ($29,397). This is considered to be the industry standard in the greater Portland area for setting aside structural reserves for industrial buildings.

Total Operating Expense: Total operating expenses are estimated to be $35,747 per annum, on a triple net basis.

Estimated Net Operating Income: This is estimated to be $599,245, which equates to $2.04 per square foot per annum. Estimated net operating income also equates to 85% of gross potential income.

Capitalization Rate Selection

The capitalization rate is the ratio expressing the relationship between the income produced by a property and the present worth/value, or sale price, of that property. It is usually expressed as an annual percentage rate reflecting the relationship between the net operating income divided by the sale price.

Capitalization rates are extremely dependent upon the underlying financing, property location, physical characteristics, and the overall degree of risk of that property. Typical capitalization rates for industrial property in the Portland area range between 10% and 11%. The comparable sales did not produce a net operating income and sale price to derive a capitalization rate, therefore a general view of alternate sales in the market were examined. Based upon that review, and conversations with real estate brokers, this appraiser has selected a capitalization rate of 11%, reflecting the more speculative nature of the subject property.

INCOME APPROACH (Continued)

Capitalization

Dividing the estimated net operating income of $599,245 by the applicable overall rate of 11% yields an indicated value of $5,447,681, rounded to $5,450,000, at July 15, 1989:

FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS

$5,450,000

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NWMAR138817

FINAL RECONCILIATION OF VALUE

Cost Approach (land value only)	$2,660,000
Market Data Approach	$5,160,000-$5,600,000
Income Approach	$5,600,000

Cost Approach

The cost approach is at its strongest when the land is improved to its highest and best use, the improvements are new or nearly new, and the cost new can be accurately estimated. In this appraisal, land value was recently estimated from the analysis of sales of similar sites as well as asking prices from the Port of Portland, which significantly controls the pricing levels of properties in the Swan Island Industrial Park. The subject improvements were constructed during World War II, and have been significantly upgraded in various stages since. But due to the difficulty of estimating cost new, plus the difficulty of estimating depreciation, has precluded this approach from being used as an analytical tool.

Market Approach

The market data approach (market sales comparison approach) is a useful indicator of value when there is an adequate number of sales of similar properties. In particular, this is considered a most useful approach when dealing with properties which display primarily owner-user characteristics, such as the subject. The subject property is a high-bay manufacturing facility with support office space, well located in the Swan Island Industrial Park. Portland industrial areas were researched for sales of comparable facilities which single-user characteristics, and six sales were presented as the most representative of the market for this type of facility and included sales of both warehouse/distribution facilities, as well as manufacturing facilities. Each sale was analyzed for differences in location and overall desirability. From this analysis, a range of market value for the subject property was estimated with a considerable degree of confidence. Therefore, the market approach is considered to be a good indicator of value for the subject property and the approach which best reflects the owner-user characteristics of the subject property. The market approach is also strongly supported by the conclusions from the income approach.

Income Approach

The income approach reflects the attitudes of buyers and sellers of income producing properties. The income approach is traditionally considered most indicative of investor activity in the marketplace. This approach looks at the potential income a property can generate, the amount of vacancy an owner can expect, and the probable expenses of operating the property under the proposed course of action. This is processed into a final net income figure which represents an overall return on the final investment. In this report, the fair market rent and the applicable property expenses were estimated from comparable market data. The subject property is primarily an owner-user facility, however it is certainly possible that the subject could be purchased as an investment, especially if the subject were leased to a long-term tenant. Also, investors, lenders and developers state that they typically give the greatest weight to valuation methodologies which consider the income, expenses and resultant net operating income generating from a property.

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NWMAR138818

FINAL RECONCILIATION OF VALUE (Continued)

In the final correlation, approximately equal weight will be given between the two approaches to value, as both methodologies are considered to yield reasonably good indicators of value for the subject property. It is my opinion that the estimated market value of the unencumbered fee simple interest in the subject property, as of July 15, 1989, is:

FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS

$5,500,000

Note: The subject property is subject to a land lease that has provisions for purchase at December 31, 2002, 2007, 2012 or 2017. The lease calls for the site to be purchased at its fair market value at the option date.

The land rent is $27,000 per month, or $324,000 per annum. The site has an estimated value of $2,660,000, which would indicate a return on land value of 12% per annum. The Port of Portland bases their rate of return on land value at 10%, but examination of other land leases within the Portland metropolitan area finds that the range of rates of return run between 9% and 12%. The land rent tends to be on the upper end of the market, but within the range indicated. The land rent does not create a negative leasehold interest in the property.

Allocation of Interest

Leased fee interest	$2,660,000
Leasehold	$2,840,000

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ADDENDA

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CONTINGENT CONDITIONS, LIMITING CONDITIONS AND SPECIAL ASSUMPTIONS
(Unless specifically stated otherwise in this report)

That title to the property appraised is good and marketable.

The management of the property is assumed to be competent and the ownership in responsible hands.

That the property is free and clear of any mortgage, trust deed, lien or other encumbrance.

Value is reported in dollars on the basis of the currency prevailing on the date of appraisal.

The distribution of value between land and building applies under the present program of utilization and is invalidated if used in making a summation appraisal.

The value premises cited in this report are considered foundational and basic to the value opinions reported herein, and the right is hereby reserved by Curtis, Slocom & Jordan, Inc. to alter, revise and/or rescind any of the value opinions should any subsequent or additional data be found, or in the event the conditions are modified to any extent.

No responsibility for legal matters is assumed and no right to expert testimony is included.

No survey has been made. Valuation is reported without regard to questions of title, boundaries, encumbrances and encroachments.

That the property is free of insect infestation, dry rot, and fungus growth. It is assumed that there are no additional hidden or unapparent conditions of the property, including the presence of asbestos, polychlorinated biphenyl and polyurethane or other proven or potentially hazardous material which would render it more or less valuable.

This appraisal is not based on the completion of projected public or private improvements.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

The appraiser has no present or contemplated future interest in the property which is not specifically disclosed in this report; that neither the employment to make the appraisal nor the compensation is contingent upon the amount of the valuation reported; and that to the best of his knowledge and belief, all statements and opinions in this report are true and correct and no important relevant facts withheld.

Neither all no any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to valuation conclusions, or any reference to the American Institute of Real Estate Appraisers or to the MAI designation.

AMENDMENT TO LEASE

This Amendment to Lease, dated for reference purposes April 13, 1989, is made by and between **WILLIAM H. ZAVIN II**, as Trustee of the Bradavin Property Trust ("**Landlord**") and **NORTHWEST MARINE IRON WORKS**, an Oregon corporation ("**Tenant**") for the purpose of amending that certain Lease between Landlord and Tenant dated December 10, 1982 (the "**Lease**").

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have agreed as follows:

1. Effective April 13, 1989, Article 4.1 of the Lease is hereby amended in its entirety to read as follows:

> 4.1 Tenant shall pay to Landlord as rent for the Premises equal monthly installments of TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS ($27,000.00), in advance, on the first day of each month of the term hereof. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

2. Effective April 13, 1989 the first sentence of Article 5 of the Lease is hereby amended to read as follows:

> 5. Tenant shall deposit with Landlord the sum of TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS ($27,000.00) as security for Tenant's faithful performance of Tenant's obligations hereunder.

3. On or before April 30, 1989, Tenant agrees to deposit with Landlord the additional sum of EIGHT THOUSAND AND 00/100 DOLLARS ($8,000.00) pursuant to amended Article 5.

4. Landlord's address as specified in Article 19 is hereby amended to read as follows:

Bradavin Property Trust
P. O. Box 3109
Portland, OR 97208-3109
Attention: William H. Zavin II

5. Article 6.1 of the Lease is hereby amended in its entirety to read as follows:

6.1 Use. The Premises may be used and occupied for any commercial or industrial use provided that any such use complies in all respects with any and all applicable covenants, conditions and restrictions and land use laws.

6. Article 7.2 of the Lease is hereby amended by the addition of the following amended provision:

Notwithstanding any provision of this Lease to the contrary, Tenant may, without Landlord's prior written consent, from time to time make any structural or nonstructural alteration, improvement, addition, or utility installation in, on, or about the Premises, the cost of which shall not exceed $250,000. Any such alterations, improvements, additions, or utility installations shall be made in a good and workmanlike manner and in compliance with all applicable permits or governmental authorizations.

7. Article 7.4 of the Lease is hereby amended to read as follows:

7.4 Landlord's Rights. If Tenant fails to perform any of Tenant's obligations under this Article 7, 30 days after written notice of such failure from Landlord to Tenant to cure, Landlord may at its

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NWMAR138823

option (but shall not be required) upon written notice of such failure to Tenant and Tenant's failure to cure the failure within 30 days of receipt of such notice, to enter upon the Premises and put the same in good order, condition, and repair, and the cost thereof together with interest thereon at the rate of ten percent (10%) per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

8. Article 8.2 of the Lease is hereby amended by the addition of the following sentence:

Tenant may have a deductible of not more than $250,000 on its liability insurance.

9. Article 8.6 of the Lease is hereby amended in its entirety to read as follows:

8.6 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord, unless through its own negligence, shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, ware, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor, unless through its negligence, shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

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NWMAR138824

10. Article 12.1 of the Lease is hereby amended in its entirety to read as follows:

12.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law sublet, assign, transfer, encumber, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold; provided, however, that Tenant may without Landlord's consent sublet no more than 25 percent of the Premises for a period not to exceed five years. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of the Lease. Notwithstanding any provision of the Lease to the contrary, Tenant may assign or sublet the Premises, or any portion thereof, without Landlord's consent, to any corporation which controls, is controlled by, or is under common control with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all of the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease.

11. Article 12.2 of the Lease is hereby amended in its entirety to read as follows:

12.2 No Release of Tenant. No assignment of this Lease by Tenant shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease unless Landlord shall have given its prior written consent to such Assignment or unless such assignment is to a person or entity which acquires all or substantially all of the assets of Tenant as a going concern as provided in Article 12.1 above. Regardless of Landlord's consent, no subletting shall release Tenant of Tenant's obligations to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any breach hereof.

SI039979
NWMAR138825

Consent to one assignment or subletting shall not be deemed consent to any further assignment or subletting.

12. Article 13.1(b) is hereby amended in its entirety to read as follows:

13.1(b) The failure by Tenant to make any payment of rent or any other payment required to made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

13. Article 15.1 of the Lease is hereby amended in its entirety to read as follows:

15.1 Offset Statement.

(a) Each of the parties agrees that it shall, at any time upon not less than ten (10) days' prior written notice from the other execute, acknowledge and deliver a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent, security deposit, and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises or assignment of this Lease.

(b) Either party's failure to deliver such statement within such time shall be conclusive evidence (i) that this Lease is in full force and effect, without modification except as may be represented by the other party, (ii) that there are no uncured defaults in the other party's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) If Landlord desires to finance or refinance the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such

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NWMAR138826

financial statements of Tenant as may be reasonably required by such lender. Such statements shall include the past three (3) years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

14. Article 15.14(b) of the Lease is hereby amended in its entirety to read as follows:

15.14(b) In the event that a bona fide lender shall request reasonable modifications of this Lease, then Tenant shall not unreasonably withhold or delay its written consent to such modifications; provided, however, that any such lender shall enter into a separate recognition agreement with Tenant, which agreement shall be satisfactory to Tenant and the lender, and that the same do not increase the obligations of Tenant hereunder or adversely affect the leasehold interest hereby created for Tenant's use and enjoyment of the Premises.

15. Article 15.17 is hereby deleted from the Lease.

16. The first sentence of Article 15.20 is hereby deleted from the Lease.

17. Article 16 is hereby amended in its entirety to read as follows:

16 Performance Bond. At any time Tenant either desires to or is required to make any repairs, alterations, additions, improvements or utility installation on or to the Premises, or otherwise, Landlord may at his sole option require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond in an amount equal to one and one-half (1-1/2) time the estimated cost of such improvement, to insure Landlord against liability for mechanics' and materialmen's liens and to insure completion of the work; provided, however, that no bond shall be required if the cost of any such repair, alteration, addition, improvement or installation is less than $250,000.

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NWMAR138827

18. The Lease is hereby amended by the addition of the following Article 24.

> 24 Quiet Possession. Upon payment of the rent for the Premises and observing and performing all the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all the provisions of this Lease. The individual(s) executing this Lease on behalf of Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Premises.

19. Article 21.1 of the Lease is hereby amended in its entirety to read as follows:

> 21.1 Rent Increase. The monthly rent hereunder shall be increased as of the first day following the expiration of each 30-month period during the term of this Lease (with the first 30-month period beginning May 1, 1989) by the percentage of increase during such period in the Consumer Price Index--All Urban Consumers--All Cities Average (1982-84=100) published by the United States Department of Labor or its successor United States government agency. If no such Index is published by any United States government agency measuring increases in the Consumer Price Index, the parties will use a responsible private publication, designated by Landlord, which reports on the increase in cost-of-living during the period involved. In determining the percentage of increase of the monthly rent hereunder, the Index for the last month of the 30-month period (as the Index published most recently before such month) shall be compared to the Index for the first month of the 30-month period (or the Index published most recently before such month), and the percentage of increase so determined shall be applied to the monthly rental then in effect to determine the rent for the succeeding period. Until the percentage of increase is determined for any period, Tenant will continue to pay the rent at the rate fixed for the

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NWMAR138828

preceding period, at which time Tenant will pay any deficiency to Landlord.

20. Article 21.2 of the Lease is hereby deleted in its entirety.

21. The following Article 25 is hereby added to and made a part of the lease:

25. OPTION TO PURCHASE.

25.1 In consideration of Tenant's faithful payment and performance in accordance with the terms of this lease, Landlord does hereby grant to Tenant the sole and exclusive option (the Option) to purchase the Premises on the terms and conditions set forth in this Article 25.

25.2 The Option may only be exercised if, on the date of such exercise, Tenant is not in default under this lease. The Option shall automatically expire upon the determination of a court of competent jurisdiction that Tenant has defaulted in its obligations under this lease.

25.3 Tenant may purchase the Premises on December 31, 2002, or on December 31, 2007, or on December 31, 2012, or on December 31, 2017 (each of which is referred to herein as the Option Date). The Option may be exercised by written notice from Tenant given to Landlord not less than six months nor more than one year prior to the Option Date on which the purchase will be consummated. The giving of such notice shall be sufficient to make the obligation to purchase the Premises binding without further action of the parties, who shall then be bound to take the actions required for determination of the purchase price as specified below.

25.4 The purchase price for the Premises shall be an amount equal to the fair market value of the Premises as of the Option Date. If the parties do not agree on the fair market value of the Premises, each party shall designate a qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefore

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shall be determined by agreement of the appraisers so designated. If the two appraisers do not agree, they shall designate a third qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefor shall be determined by a majority of the appraisers. If either party shall fail to appoint its appraiser within thirty days after receiving demand therefor from the other party, such party shall have waived its right to appoint an appraiser, in which event the fair market value of the Premises and the purchase price to be paid therefor shall be determined by the appraiser appointed by the other party. If the appointment of the third appraiser is required and the two appraisers selected by the parties are unable to agree on the selection of the third appraiser, either party may petition any court of competent jurisdiction for the appointment of such third appraiser. The appraisers shall make their determination at least thirty days prior to the Option Date. The parties agree that the amount of rent provided for in this lease and in effect from time to time shall not be used to establish fair market value for purposes of this Article 25.

25.5 The sale of the Premises shall be closed on the Option Date, or on such other date as the parties may agree. Either party shall have the right to require the closing to be conducted by the escrow department of a title insurance company licensed to do business in the State of Oregon. Tenant shall pay the purchase price in cash on closing. Landlord shall, at its expense, provide a standard owner's policy of title insurance. Tenant shall pay all other closing costs incurred in connection with the sale, including but not limited to escrow fees and excise or transfer taxes, if any. At closing, Landlord will convey the Premises by bargain and sale deed subject to all easements, restrictions, and encumbrances of record prior to April 14, 1989 but free of any easement, restriction or encumbrance created thereafter, unless created, suffered or approved by Tenant.

25.6 If Tenant does not exercise the Option in accordance with the provisions of this lease, the Option shall expire.

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25.7 No portion of the rent or any other sum payable to Landlord under this lease shall be applicable to the purchase price.

25.8 The parties acknowledge that the Premises includes only the land and does not include any improvements, whether now existing or hereafter constructed on the Premises.

25.9 Tenant agrees that Landlord has made no representations with respect to the Premises, or the condition thereof, and Tenant is not relying upon any representations by Landlord in entering into this Agreement. If Tenant exercises the Option, it shall purchase the Premises "AS IS" in its then existing condition.

22. Landlord and Tenant agree that the Option Agreement dated December 10, 1982 has lapsed and is of no further force or effect. Landlord and Tenant agree to execute and record an appropriate instrument to reflect the lapse of such Option Agreement.

23. Tenant shall pay to Landlord all past due rent under the Lease (which past due rent totals $95,000) in 12 equal monthly installments commencing May 1, 1989. Each payment shall also include accrued interest from the date of this Amendment at the rate provided in Article 15.4 of the Lease.

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24. Except as specifically set forth above, the Lease shall remain fully valid, binding and enforceable in accordance with its terms.

LANDLORD

WILLIAM H. ZAVIN II, as Trustee of the Bradavin Property Trust

TENANT

NORTHWEST MARINE IRON WORKS

By _____
President

By _____
Vice President

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MARKET DATA APPROACH (Continued)

Building Sale No. 6 - Ralph Schlesinger Company

Location:	4600 N.E. 138th, Portland, Oregon
Legal Description:	Tax Lots 18, 56 and 70, Section 23, 1N, 2E, Multnomah County
Date of Sale:	May 4, 1988
Documentation:	Book 2100, Page 1920
Grantor:	Atlas Iron Works, Inc.
Grantee:	Ralph Schlesinger Co.
Price:	$2,500,000
Terms:	Cash
Zoning:	GM, General Manufacturing, City of Portland
Land Size:	24.17 acres
Improvements:	A 110,880 square foot manufacturing building divided into four bays with 8,095 square feet of interior office and 14,400 of open/covered loading area. The building was constructed in 1971, with

GERALD L. CURTIS, MAI

General Experience

1974	Curtis, Slocom & Jordan, Inc; President
1963	Real Estate Appraiser

Professional Education

American Institute of Real Estate Appraisers Courses Taken:

1988		Capitalization Theory and Techniques
1986		Standards of Professional Practice
1984		Industrial Valuation
1984		Standards of Professional Practice
1971	Course 6	Techniques of Capitalization
1971	Course 2	Real Estate Appraisal Problems
1969	Course 8	Residential Appraising
1969	Course 1	Introduction to Real Estate Appraising

Society of Real Estate Appraisers Courses Taken:

1972	Special Application of Appraisal Techniques
1968	Introduction to Real Estate Appraising

Qualified Instructor

American Institute of Real Estate Appraisers:

1978	Course II	Portland State University
1976	Course 1-B	Portland State University

Society of Real Estate Appraisers:

1981	Course 201	Lane Community College
1980	Course 201	Lewis & Clark College
1978	Course 201	Portland State University
1977	Course 201	Boise State University
1976	Course 201	Portland State University
1976	Course 201	Chemeketa Community College
1974	Course 201	Portland State University
1974	Course 101	University of Nebraska
1971	Course 101	Portland State University

Licenses

Real Estate Broker, State of Oregon

Court Experience

Qualified as Expert Witness

Professional Organizations

MAI	Member of the Appraisal Institute American Institute of Real Estate Appraisers Past President of Oregon Chapter #14
NAR	National Association of Realtors
OAR	Oregon Association of Realtors; Board of Directors, 1982 Portland Board of Realtors

Certification

The American Institute of Real Estate Appraisers conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.

Representative Clients Served

Government Agencies:

Army Corps of Engineers
Clackamas County, Oregon
United States Post Office
Portland Development Commission
General Services Administration
Federal Aviation Administration
State of Oregon
U.S. Attorney's Office
Oregon State Highway Department
City of Portland
Oregon Economic Development Dept.

Lending Institutions:

American Diversified Savings Bank
Amfac Mortgage Corporation
Bank of California
Benj. Franklin Savings & Loan Assoc.
Columbia Mortgage Company
Crater National Bank
Farwest Federal Savings & Loan
First Bank Mortgage Company
First Hawaiian Bank
First Interstate Bank of Oregon
First Federal Savings
First First State Bank of Oregon
Key Bank of Oregon
Merrill Lynch
National Mortgage Company
Pacific First Federal Savings & Loan
Pacific Mutual Life
Prudential Life Insurance Company
Standard Insurance Company
The Bank of California
Travelers Insurance Company
United States National Bank
Wells Fargo Bank

Private Companies:

Capital Consultants, Inc.
Employers Insurance Company
Foster Marshall Realty
General Foods Corporation
Convoy Company
Hillman Company
Portland Orthopedic Clinic
Owens Illinois, Inc.
Northwest Marine Iron Works
First Farwest Corporation
Winmar Corporation
Sivers Construction Company
Coldwell Banker
The Landsing Corporation
Kentucky Fried Chicken
Gilmore Steel Corporation
Burlington Northern Railroad
Union Pacific Railroad
Southern Pacific Railroad
Centennial Mills
Canteen Company of Oregon
Schnitzer Investment Company
Pope & Talbot, Inc.
ZRZ Corporation
Crown Zellerbach
Pacific Realty Associates
Cushman & Wakefield of Oregon, Inc.

CERTIFICATE OF APPRAISAL

The undersigned does hereby certify as follows:

I, Gerald L. Curtis, have inspected the property.

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.

I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions and conclusions contained in this report.

The American Institute of Real Estate Appraisers conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded educational Certification. I am currently certified under this program.

This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers of the National Association of Realtors and the signator accepts responsibility for the report.

One (or more) of the signatories of this appraisal report is a member (or candidate) of the American Institute of Real Estate Appraisers of the National Association of Realtors. The Bylaws and Regulations of the Institute require each member or candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report in its **entirety**, to such third parties as may be selected by the party for whom this appraisal report was prepared. However, **portions** of this appraisal **shall not be given to third parties without prior written consent** of the signatories of this appraisal report. Further, **neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media,** public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

The use of this report is subject to the requirements of the American Institute of Real Estate Appraisers relating to peer review by its duly authorized representatives.

No one other than the undersigned prepared the analysis, conclusions, and opinions concerning real estate that are set forth in this appraisal report.

The real property which is the subject of this appraisal report was valued as of July 15, 1989.

Gerald L. Curtis, MAI
Real Estate Appraiser

TOTEM OCEAN TRAILER EXPRESS, INC.

MARINE OPERATIONS DIVISION
500 ALEXANDER AVENUE/TACOMA, WASHINGTON 98421 • (206) 756-9208
SEATTLE (206) 628-9276 • FAX (206) 756-9200 • TELEX 510-600-4900 TOTE TAC

BILL ZAVIN
CARL HANSON
GEORGE RIDDLE + ATTCHD
HERB EUGEL

November 14, 1991

Mr. Quintin Watt
Northwest Marine, Inc.
P.O. Box 3109
Portland, OR 97208

Dear Mr. Watt:

Totem Ocean Trailer Express has acquired the ex S.S. PUERTO RICO (Sun Hull 670), O.N. 561732, and renamed it the S.S. NORTHERN LIGHTS.

You have expressed interest in bidding on the stretching of this vessel. Enclosed is a revised copy of the Bid Specifications dated November 12, 1991. In a separate package you will be receiving a set of the construction plans. If you are not in receipt of these plans by November 21, contact us immediately. We have attached a list of the furnished plans to this letter. Notify us if you have not received each one.

This conversion is nearly identical to that of our S.S. GREAT LAND (Sun Hull 673) which was completed in 1975 and designated by Sun as C6.

A watertight door and associated outfitting at the foot of the ramp in No. 5 Hold may not be required and should be specifically priced separately. We draw your attention to the ventilation requirement for No. 4 Hold in Item 5.14 as a part of this addition.

Also included is a Bidding Recap Sheet. Kindly utilize this format to prepare your bid. This will enable us to specifically evaluate the following.

1) Fixed price for complete conversion with individual areas listed on the Recap Sheet.
2) Duration of time from contracting to completion of mid-body in preparation to commence cut and join.
3) Expected out-of-service period for conversion in your yard on a straight time basis.
4) Expected out-of-service period and price for conversion in your yard on a compressed time basis.
5) Quote of labor rates and material mark-up charge for any work to be put in hand by owners for voyage and maintenance repairs.

T.O.T.E. may wish to negotiate optional window for delivery of NORTHERN LIGHTS after the completion of all preparatory mid-body and spar deck construction.

The S.S. NORTHERN LIGHTS will be available for survey between November 25 and December 10 at Atlantic Marine Shipyard at Mobile, Alabama.

Her already-stretched sister ship, the S.S. GREAT LAND, will be available for survey at Todd Shipyard in Seattle, Washington, between December 26 and January 6 on dry dock. Alternately, she may be surveyed afloat between December 2 and December 5 at the T.O.T.E. terminal at Tacoma, Washington.

For your planning purposes, T.O.T.E.'s tentative schedule for receiving bids, awarding the contract and performing the conversion is as follows:

Construction Plans to Bidders	By November 20, 1991
Submit Bids	By January 17, 1991
Award Contract	By February 17, 1991
Conversion Completed	By Late Fall 1992

All correspondence related to this project will be handled by:

Richard W. Griffith - Project Manager
c/o Totem Ocean Trailer Express, Inc.
500 Alexander Ave.
Tacoma, WA 98421
Phone: (206) 756-9208

Alternately, I am available to answer any questions or to schedule surveys.

Any correspondence regarding prices, delivery, etc., pertaining to this project should be addressed to the above and marked "Confidential."

Very truly yours,

TOTEM OCEAN TRAILER EXPRESS, INC.

Bob Magee

Robert P. Magee
Vice President Marine Operations

RPM/mm
Encl.

GUNDERSON INC.

Gunderson Inc.

4350 Northwest Front Avenue
Portland Oregon 97210
503 228 9281

September 12, 1991

Mr. William H. Zavin II
Senior Vice President
Northwest Marine
P.O. Box 3109
Portland, OR 97208

Bill:

Enclosed is a revised scope of work resulting from our meeting here at Gunderson September 11, 1991, attended by George Riddle, Don Nugent, Bruce O'Gair, Ed Zajonc and you from Northwest and Rob Preston and me from Gunderson.

I think this was a good meeting which resulted in a clearer understanding of our respective tasks for estimating purposes on the Crowley tanker project.

We look forward to receipt of your proposal no later than December of this year.

We appreciate the time taken by you and your team. Please call if more information and/or clarification is needed.

Sincerely,

Terry Halpin
Marine Engineering Manager

cc: Ed Brumley, with enclosure
Bill Galbraith, with enclosure
Rob Preston, with enclosure
Clark Wood, with enclosure

SI040016
NWMAR138839

SCOPE OF WORK FOR SUBCONTRACTOR

Crowley Maritime Corporation
711' x 105' 8" x 56' 42,000 DWT
Double Hull Twin Screw Geared Diesel Tank Ship

References

1. Draft specification for Crowley Maritime Corporation (CMC) self-propelled double hulled tank vessel dated August 15, 1991.

2. Appendix "A" 42,000 DWT tanker preliminary equipment specifications.

3. Contract guidance drawings Table 1 - 5 on Page 1 - 11 of Reference #1 above.

General

The following description is intended to outline in general terms the preliminary scope of work that Gunderson would subcontract to others when constructing two 42,000 DWT tankers described in the above referenced documents, at Gunderson's facility in Portland, Oregon.

Subcontractor would provide labor, welding machines, scaffolding, tools and other like items to do the pre-launch work. Gunderson would provide electrical power, compressed air, crane service and like support services.

All work done by the subcontractor will be expected to comply with all applicable sections of the specifications and drawings governing materials, workmanship, quality, testing, dock trials, sea trials, certification, documentation, warranties, regulatory body and owner approvals, procedures, schedules, "as-built" drawings, etc.

Post launch work would be done alongside a suitable wharf having the necessary support services and crane capacities at the Port of Portland shipyard.

It is not intended that the vessel be dry-docked after launching before delivery to the owner.

Subcontractor will supply sufficient personnel to meet the requirements of sea trials for work done by the subcontractor.

The owner will operate the ship during sea trials and Gunderson will supply support items as required by the specifications.

Scope of Work for Subcontractor

Crowley Maritime Corporation
711' x 105' 8" x 56' 42,000 DWT
Double Hull Twin Screw Geared Diesel Tank Ship

Scope of Work

1. **Deck House**

   The entire deck house aft of bulkhead #65, including the interior bulkheads between the trunk deck and the main deck, will be fabricated, assembled, outfitted, furnished, painted, and completed as a unit, or several units, by the subcontractor at his facility. Subcontractor will provide specific items of equipment as listed in Reference #2, and all other materials necessary to provide a completely outfitted deck house.

   The subcontractor will be responsible for lifting and placing the deck house unit(s) and completing the installation on board the hull alongside the wharf.

2. **Trunk Deck to Main Deck Aft of Bulkhead #64**

   Subcontractor will fabricate and erect all steel work in this area including ladders, hand rails and equipment foundations. Subcontractor will provide all materials and labor to finish outfit this area, including those items listed in Reference #2. Gunderson will land machinery components on their foundations for completion by subcontractor. All doors, port lights and windows will be provided and installed by subcontractor. The interior of this space will be finish-painted by subcontractor. Gunderson will paint the exterior as part of the hull.

3. **Cofferdam Bulkhead #64 to Bulkhead #65**

   This space will be built as part of the hull by Gunderson, which will also fabricate and install the pump wells and below deck ballast and cargo piping. Subcontractor will assemble and install owner furnished cargo and ballast pumps and motors. Painting will be done by Gunderson.

4. **Lifeboats and Davits**

   Subcontractor will purchase lifeboats, davits, rigging and all other materials needed for subcontractor to completely install and test.

5. **Stores Cranes and Cargo Cranes**

Four cranes will be provided by the owner. Gunderson will install these cranes on foundation provided by Gunderson and subcontractor will provide all labor and materials to make the cranes operational.

6. **Machinery Spaces Bulkhead #65 to Stern**

Gunderson will complete all structural steel work and foundations in these spaces. The owner and subcontractor will provide all machinery items in this area listed in Reference #2, and Gunderson will land them in their respective positions on their foundations, by crane or other means.

The subcontractor will be responsible for providing all other items of equipment, materials, ladders, walkways, gratings and components to complete the engine room and control room below the main deck and trunk deck level. Gunderson will prime paint these areas for finish painting by subcontractor.

7. **Propulsion Train**

Gunderson and the owner will provide the main engines and gears with accessories as listed in Reference #2. The stern tubes and propeller bearing "V" struts will be provided and installed in the hull by Gunderson. The subcontractor will purchase and install the stern tube oil seals, bearings, lube oil system, line shaft, tail shaft, hydraulic shaft coupling, line shaft bearing, gear box to shaft coupling and propeller Pilgrim nut. The propeller, fairwater and rope guard will be provided by Gunderson. Subcontractor will do all boring, machining, drilling, etc., to install all components of the propulsion train from the main engine to the propeller fairing, except the stern tube.

Subcontractor will assist Gunderson as needed to obtain the alignment analysis, vibration analysis and critical speed analysis required by the specification.

Subcontractor will be responsible for chocking, securing and aligning all components of the propulsion train after the vessel is launched.

Scope of Work for Subcontractor

Crowley Maritime Corporation
711' x 105' 8" x 56' 42,000 DWT
Double Hull Twin Screw Geared Diesel Tank Ship

8. **Rudders and Steering Gear**

Gunderson will fabricate and install in the hull the rudder horn and rudder stock housing. Subcontractor will purchase all materials for the rudder, rudder stock, pintle, all bearings, carrier and nuts, and provide all machining to bore the housings and assemble and install the complete rudders in the hull.

Gunderson will provide the steering gear set on its foundation for completion of installation to the rudders, including all wiring and piping, by the subcontractor.

9. **Electrical Systems**

Subcontractor will provide all materials and labor to complete all electrical systems throughout the ship, including the switchboards, motor controllers, transformers, contact breakers, etc.

The only electrical items not furnished by the subcontractor will be motors and other components furnished as part of a piece of equipment such as pumps, fans, bow thruster, etc. Diesel generator sets will be provided by the owner

It is intended to include the Sections 87 through 99 of Reference #1 as being subcontractor's responsibility to provide, install and complete.

10. **Piping Systems**

Gunderson will provide and install cargo and ballast piping systems forward of Bulkhead #64 below the main and truck decks. Subcontractor will be responsible for providing all materials and labor to fabricate, install, test and operate all piping systems elsewhere on the ship, including mooring winches and anchor winch hydraulic systems. Subcontractor will also test and prove operational the ballast and cargo systems. Gunderson will be responsible for any defects in its portion of these systems.

Scope of Work for Subcontractor

Crowley Maritime Corporation
711' x 105' 8" x 56' 42,000 DWT
Double Hull Twin Screw Geared Diesel Tank Ship

11. Painting

Subcontractor will be responsible for painting the entire superstructure inside and outside, the main deck from bow to stern, the interior between main deck and trunk deck aft of Bulkhead #65 and the interior of the main machinery space and control room. In addition, subcontractor will be responsible for finish painting the following tanks on the interior, as required by the specification - wing ballast, L.O., F.O., F.W., steering flat and stowage flat, all aft of Bulkhead #65. Gunderson will do the prime painting.

12. Accommodation Ladder

Two ladders will be purchased, installed and tested by subcontractor.

13. Tank Testing

Gunderson will air test hull tanks to ABS requirements before launch. Subcontractor will hydro-test hull tanks to meet the requirements of ABS using the combined air/water testing criteria.

14. Mooring and Anchor Winches

Gunderson will provide and install foundations and install the mooring and anchor winches. Subcontractor will complete the installation as needed to make the winches operational.

Gunderson will install the anchor and chain. Subcontractor will reeve mooring lines onto winches after launch.

15. Owner Furnished Equipment

Equipment to be provided by the owner is listed on Page 104-1 of Reference #1.

GUNDERSON INC.

Gunderson Inc.

4350 Northwest Front Avenue
Portland Oregon 97210
503 228 9281

August 5, 1991

Mr. Richard Whiteside
Manager, Marine Technical & Special Projects
BP Oil Company
200 Public Square 22-2556-F
Cleveland, OH 44114-2375

Mr. Whiteside:

This letter and the accompanying materials are intended to give you a brief look at the credentials of Gunderson Inc. We have been acquainted by Southwest Marine/Northwest Marine personnel with your pending project for mid body replacement on four of your large tankers. The purpose of this letter is to urge you to include us on the list of potential offerors who are asked to develop a proposal for your work. We are confident our company has the requisite technical, financial and production capacity for this project. We are positioned to provide you with a responsible, competitive and well considered proposal for this undertaking.

Our company, originally founded in 1919 as Gunderson Brothers Engineering Corporation, has a strong history in commercial maritime vessel construction. The enclosed brochure speaks to our physical capacity for the building of steel vessels. The list of projects following this letter outlines our specific project history in areas that relate directly to the type of work we contemplate this project will require.

Our company began its days as a major general purpose steel plate fabricator. For more than four decades it thrived as a privately held fabricator of marine vessels to commercial operators in the United States. In 1965, the company was sold to FMC Corporation, which continued the company's growth and expansion into major ship construction. This activity under FMC reached its zenith in the late 1970's with the construction and outfitting of five double hulled gas turbine/electric drive oil tankers for Chevron Shipping.

In the mid 1980's, FMC Corporation of Chicago changed the focus of their company. Their new emphasis did not include the marine fabrication facility in Portland. The Marine and Rail Division was sold to a Portland investment group, The Greenbrier Companies.

sln/1

This group acquired the facility and personnel and re-established the company's identity under the name Gunderson Inc. The market perspective of the principals was considerably different from that of FMC. They chose to mold Gunderson into an extremely cost effective provider to specific industries in selected growth markets. The company chose to redeploy its resources into specific market segments where its innovative and highly competitive posture could provide the greatest benefit to both customer and provider.

Our company sees your mid body replacement concept to be one of those specific market opportunities where we can bring our considerable resources to bear. We see that this could be of considerable advantage to both your company and our own. During the domestic maritime market decline of the last five years, we have avoided competing for work in commodity type markets where our strengths are of no particular value to the ultimate user. We have, however, utilized and enhanced our skill level and competitive profile in other markets. We see this project and your concept as an opportunity to utilize our considerable advantages very effectively in an important growing market.

We have invested heavily in state-of-the-art steel fabrication equipment and software. Our computer numerically controlled (CNC) fabricating equipment has combined well with our CNC lofting program to reduce unit production costs. Our effectively scheduled production facility is staffed with a highly trained well supervised merit shop labor force. Our quality control and inspection groups are well trained and work closely with the welding technology development groups at the Oregon Graduate Center. We are a major customer and neighbor of Oregon Steel Mills, which also has a bountiful history as a supplier of ABS steel plate to the marine industry.

We stand prepared to respond to any questions you might have.

Sincerely,

L. Clark Wood

L. Clark Wood
President

sln/2
Enclosures

Gunderson Inc.
Marine capabilities summary

Marine yard description

- 75 acres
- 750,000 square feet under cover
- 750' X 110 foot side-launch ways (largest on West Coast U.S.)
- Covered blast and paint facility
- 1100' outfitting dock with 30' water depth and two 45 ton whirley cranes

Engineering/Lofting

- In-house engineering department
- CNC Lofting

Crane Service

- 200 ton capacity Clyde whirley crane with 25-ton whip
  - -185' maximum boom reach
  - -50' high at deck
  - -200 tons capacity at 60' minimum reach
- 20 overhead cranes in plant ranging from 15 to 40 ton capacity
- Marine panel line cranes are 40 ton capacity

Plate Fabricating

- 50-foot long, 2000-ton CNC press brake
- Plate rollers - 22' X 1 1/8" plate thickness capacity (largest in Northwest)
- Plate shears, press brakes, NC punches and presses
- State of the art wire-feed welding, ABS/Coast Guard approved welding procedures
- Complete weld tech and training department

Burning capacity

Five major burning machines

- -2 CM-100 CNC burning tables with plasma torches
- -1 CM-100 NC burning table

A sampling of Gunderson's marine projects

The primary marine work at the Gunderson marine yard since the early 1970's was building ocean-going barges. From 1973-1977, the company built five state of the art double-hull, gas turbine-electric drive oil tankers for Chevron Shipping Company, San Francisco. After those tank ships, 38 barges, all ocean-going, and most exceeding 400 feet in length were built. They include four of the world's largest triple-deck Ro-Ro barges, 580' X 105', several 105' X 400' deck cargo and tank barges, 4 - 250' dump scows, and a 420' crane barge equipped with a 500-ton whirley crane and helipad.

Below is partial list of marine jobs:

Year	Vessel	Quantity	Description	Customer
1962	Drydock	1	Floating drydock, 25,000 ton capacity 661 X 140 ft. X 60 ft.	Port of Portland Drydock #3
1968-73	Barges	2	Barge, 360ft. & 430 long, Oil barges/est	Crowley Maritime
1970	Barges	2	Deck barge, 400ft. X 99.5ft.	Crowley Maritime
1973-77	Tank ships	5	650' X 105' X 50' double hull tankers, gas turbine/electric drive, 40,000 DWT	Chevron Shipping Company
1977	Scows, Dump	4	Dump Scow, 258 ft. X, 45 ft.	Smith-Rice
1978	Ro-Ro Barges	4	Triple Deck Trailer Barge: 580 ft. X 105 ft. X 57 ft.	Crowley Maritime
1980	Barges	5	Deck Cargo tank barge, 400ft. X 99.5ft. X 25ft..	Crowley Maritime
1982	Barge	1	Crane Barge, 420 ft. X 98 ft. Equipped with 500 ton whirley crane and helipad	Morrison Knudsen, Boise, Idaho
1982	Barges	4	High capacity deck cargo barge 400ft. X105ft. X 20ft.	Crowley Maritime

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTHWEST MARINE INC.

August 5, 1991

Mr. Richard Whiteside, Manager
Marine Technical & Special Projects
BP Oil Company
200 Public Square 22-2556-F
Cleveland, Ohio 44114-2375

Dear Dick:

Attached to this letter is a brief introduction to Gunderson, Inc. My own relationship with Gunderson dates back to 1947 when they fabricated the hull for the Sternwheeler PORTLAND. The Steamer PORTLAND, the first big steel job Gunderson did for Northwest Marine, was christened at its launching by my Mother. This began our history of projects together. Since that occasion, our companies have continued to work closely together: Sharing information; technology; skills and expertise.

Generally the nature of the working relationship has been that Gunderson commenced the work by building the seagoing vessel's hull. After the hull was launched at the Gunderson ways, Northwest Marine completed the project by providing installation, outfitting and finishing services in our facility. We have utilized this relationship successfully on both Government and Commercial new-building projects.

We nearly became a major subcontractor to them during their FMC Marine and Rail days for installation and outfitting of five Chevron GT vessels. Our Contract Departments could not find mutually acceptable terms for that venture. With ownership now in the hands of the Greenbrier principals, in lieu of FMC, a similar impasse would not present itself. We anticipate the relationship between our company and Gunderson will be a joint venture. The other possible structure would have Gunderson become the prime contractor to your company. We would work as a subcontractor to them.

Our joint venture team members plan to utilize the same naval architecture/marine engineering firm. We have enjoyed good work histories with both the Rosenblatt and Cushing firms. We enjoy good working relationships with other firms as well. The firm we would ultimately select would be subject to your approval.

We recognize the validity of your concern over the Port of Portland's willingness to make available Drydock No. 4 for this project. I would expect you to require a fully validated written confirmation from no less than the Executive Director of the Port of Portland for this set of reservations. I am certain of the joint venture's ability to secure these reservations for this series of dockings.

SI040026
NWMAR138849

You have chosen an innovative approach to useful life extension and regulatory satisfaction for Jones Act Tankers with this project. This fresh concept will create a significant new business base for U.S. shipyards. We must assume the responsibility to see that your project's impact on a diminishing U.S. shipyard industry is fully understood at the highest levels of Oregon's State Government.

For this type of project, the combination of technical expertise and production capacity created by this joint venture has no equal in the United States. Our geographical advantages and unique cost effective profile should be proposed to you. We believe once we have been able to review and respond to your solicitation, our proposal will stand the full test of your scrutiny. Accordingly, I respectfully request that you include us when you distribute your solicitation packages.

If any questions arise, please feel free to call me at any time. I believe our team's participation in this project could be very advantageous to BP Oil.

Yours very truly,

William H. Zavin, II
Senior Vice President
Commercial Contracting Activities

P.O. Box 3109 • Portland • Oregon • 97208 • 5555 N. Channel Ave. • Bldg 2 • Portland • Oregon • 97217
(503) 285-7557 • TWX: 910-464-6107 NORMARINE PTL • FAX: (503) 240-6600

SOUTH WEST MARINE INC.

PRIVILEGED AND CONFIDENTIAL

MEMORANDUM

Agreed: Riddle 9/13/91

TO: Don Nugent
George Riddle
Ed Eckelhoff

FROM: Bill Zavin

DATE: September 13, 1991

SUBJECT: Re-Draft of Sub Contractors Scope of Work:
Gunderson, Inc. New Construction

Please review the attached revised scope of work as discussed at our meeting with Gunderson. Please let me know at your earliest convenience whether or not these revision are correct and appropriate.

cc: Bill Johnston
Bruce Gair

SI040028
NWMAR138851

COMMERCIAL SHIP REPAIR AVAILABILITES SORTED BY YARD AND START DATE

DATE: JUNE 1, 1990

Yard: UNIDENTIFIED

Type	Owner	Vessel	$ Contract Value	Lbr Hrs	Revenue $/Hr	Strt Dt	End Dt	Bid Dt	Yrd Bid	Yrd Work	Prob. Factor	Awrded to..	Dry Dock	Bond	Comments
GOVT	MARAD	CAPE ISABEL	$0	0	$0						0.40		N	N	
GOVT	MARAD	CALIFORNIA	$0	0	$0						0.40		Y	N	MAY S.F.
GOVT	MARAD	CAPE BORDA	$0	0	$0						0.40		N	N	
GOVT	MARAD	JUPITER	$0	0	$0						0.40		N	N	
GOVT	MARAD	METEROR	$0	0	$0						0.40		Y	N	JULY L.A.
CS	TONY TRAVEL-GREECE	REGENT SEA	$1,000	12,000	$83						0.30		Y	N	DD 1992, MONTHS NOT YET KNOWN
DT	ARCO MARINE	ARCO SAG RIVER	$3,000	48,000	$63						0.50	0	Y	N	
GOVT	MARAD	CAPE DUCATO	$0	0	$0						0.40		N	N	
GOVT	MARAD	CAPE EDMONT	$0	0	$0						0.40		N	N	
CS	TONY TRAVEL-GREECE	REGENT STAR	$1,000	12,000	$83						0.30		Y	N	DD 1992, MONTHS NOT YET KNOWN
GD	MATSON	MATSON BARGE	$2,000	24,000	$83			25-May-90	SF		0.00		Y	N	
GOVT	MSC	USNS HESS	$1,000	12,000	$83				SF		0.00		N	N	
GOVT	MARAD	SOLON TURMAN	$0	0	$0						0.40		Y	N	
MISC	DUTRA	DUTRA SUPER SCOOP	$32	0	$0	18-Dec-89	22-Dec-89		SF		1.00		N	N	DD #1 FIRM JOB
GF	OLDENDORF & LUBECK	RIXTA OLDENDORF	$0	0	$0	15-Jan-90			SP		1.00		N	N	PROP. DAMAGE, DRYDOCKING MAYBE
GF	NYK TOKYO	KUROBE	$0	0	$0	15-Jan-90			SP		1.00		N	N	AWAITING SHIPS ARRIVAL
MISC	RAYTHEON	GBR-X TURRET ENCLOSURE	$10,000	10,000	$1,000	12-Jun-90	12-Sep-90	18-Jun-90			0.00		N	N	GOOD LUCK SAM!
GD	SEALAND, NEW JERSEY	EDWARD RUTLEDGE	$4,000	50,000	$80	09-Jul-90		15-Jun-90	SF		0.00		Y	N	COMP "TBD"
GD	SEALAND, NEW JERSEY	BENJAMIN HARRISON	$4,000	50,000	$80	09-Jul-90		15-Jun-90	SF		0.00		Y	N	COMP "TBD"
GF	LEIF HOEGH, OSLO	STAR MERCHANT	$0	0	$0	15-Jul-90	21-Jul-90	31-May-90	PT		0.40		Y	N	
GOVT	MARAD	NODAWAY	$0	0	$0	01-Aug-90	01-Sep-90				0.40		N	N	
MISC	GENERAL OFFSHORE	RFD SUB SHOCK TEST	$300	4,000	$75	01-Aug-90	01-Apr-91	05-Mar-90	SP		0.00		N	N	NOT AWARDED YET
GF	P&O CONTAINERS, LONDON	DIRECT KEA	$1,000	9,000	$111	15-Aug-90	22-Aug-90				0.60		Y	N	BID INVITE JULY '90
GF	P&O CONTAINERS, LONDON	DIRECT KOOKABURRA	$1,000	9,000	$111	20-Sep-90	30-Sep-90				0.60		Y	N	BID INVITE AUG. '90
FT	AMERICAN ULTRAMAR, N.YORK	ULTRASEA	$0	0	$0	10-Oct-90	20-Oct-90	15-Jun-90			0.30		Y	N	BID DATE MID JUNE
GOVT	MARAD	GEM STATE	$0	0	$0	01-Nov-90	01-Dec-90				0.40		Y	N	
MEX	PEMEX	NUEVO LAREDO	$1,700	22,000	$77	10-Dec-90	27-Dec-90	10-Nov-90	SF		0.70		N	Y	AWAITING SPECIFICATIONS
DT	AMERICAN TRADING & TRANSP	DELAWARE TRADER	$600	10,000	$60	01-Jul-91	10-Jul-91		SF		0.00		Y	N	
		Sub-totals:	$30,632	272,000	$113										

SI040367
NWMAR138852

COMMERCIAL SHIP REPAIR AVAILABILITES SORTED BY YARD AND START DATE

DATE: JUNE 1, 1990

Yard: NORTHWEST MARINE

Type	Owner	Vessel	$ Contract Value	Lbr Hrs	Revenue $/Hr	Strt Dt	End Dt	Bid Dt	Yrd Bid	Yrd Work	Prob. Factor	Awrded to..	Dry Dock	Bond	Comments
DT		5 CROWLEY BARGES	$0	0	$0			13-Mar-90	PT	PT	0.00		N	N	VAR.WK PERIODS WAITING TILJUNE
DT	SUN SHIPPING	PHILADELPHIA SUN	$3,000	40,000	$75				PT	PT	0.50	0	Y	N	AL LA VEQUE
DT	ARCO MARINE	ARCO INDEPENDENCE	$1,300	60,000	$22				PT	PT	0.50	0	Y	N	REBID
DT	MARITIME OVERSEAS	OVERSEAS WASHINGTON	$2,000	30,000	$67				PT	PT	0.10	0	Y	N	
GD	CROWLEY MARITIME	BARGE HAWAII	$0	0	$0				PT	PT	0.20		N	N	
CS	BERMUDA STAR LINE	BERMUDA STAR	$30	30,000	$1	01-Dec-89	15-Jan-90	12-Sep-89	PT	PT	1.00	0	N	N	
DT	TRINIDAD	ADMIRALTY BAY	$2,500	40,000	$63	01-Feb-90	15-Feb-90	15-Nov-89	PT	PT	1.00	0	Y	N	
DT	WATERS MARINE	LION OF CALIFORNIA	$1,400	19,000	$74	01-Apr-90	30-Apr-90	07-Mar-90	PT	PT	1.00	0	Y	N	
GD	CROWLEY-SEATTLE	BARGE 500-4	$0	0	$0	01-May-90			PT	PT	0.30		Y	N	
CS	HOLLAND AMERICA	NIEUW AMSTERDAM	$2,000	30,000	$67	12-May-90	29-May-90		PT	PT	1.00	0	Y	N	
DT	WEST COAST SHIPPING	SANSINENA II	$0	19,000	$0	15-May-90	25-May-90		PT	PT	1.00	0	N	N	
MISC	CROWLEY, SEATTLE	OIL BARGE 450-3	$0	0	$0	10-Jun-90		30-May-90	PT	PT	0.20		Y	N	COMING FROM HOMER, ALASKA
DT	KEYSTONE SHIPPING/BP	KEYSTONE CANYON	$4,000	40,000	$100	15-Jul-90	25-Aug-90	01-Jun-90	PT	PT	0.60	0	Y	N	
DT	WEST COAST SHIPPING	COAST RANGE	$600	15,000	$40	15-Jul-90	25-Jul-90		PT	PT	1.00	0	N	N	
DT	ARCO MARINE	ARCO TEXAS	$2,200	30,000	$73	01-Aug-90	25-Aug-90	15-Jun-90	PT	PT	0.50	0	Y	N	
GD	SEALAND LONG BEACH	SEALAND HAWAII	$4,000	50,000	$80	15-Aug-90	15-Sep-90		PT	PT	0.30		Y	N	
DT	WEST COAST SHIPPING	SIERRA MADRE	$850	15,000	$57	15-Aug-90	25-Aug-90		PT	PT	1.00	0	N	N	
DT	MOBIL OIL CO	MOBIL ARCTIC	$2,000	70,000	$29	01-Sep-90	01-Oct-90		PT	PT	0.15	0	Y	N	
CS	HOLLAND AMERICA	NOORDAM II	$1,500	20,000	$75	09-Sep-90	15-Sep-90		PT	PT	1.00	0	Y	N	
CS	CARNIVAL CRUISE LINES	M/V JUBILEE	$1,500	19,000	$79	15-Sep-90	15-Oct-90		PT	PT	0.50	0	Y	N	
CS	HOLLAND AMERICA	WESTERDAM	$1,500	30,000	$50	23-Sep-90	30-Sep-90	01-Jan-90	PT	PT	1.00	0	Y	N	
CS	HOLLAND AMERICA LINES	ROTTERDAM II	$9,000	60,000	$150	28-Sep-90	07-Oct-90		PT	PT	1.00	0	Y	N	SHAVE/HAIRCUT
GD	SEALAND TACOMA	SEALAND TACOMA	$3,000	30,000	$100	01-Oct-90	31-Oct-90		PT	PT	0.75	0	Y	N	
DT	WEST COAST SHIPPING	CORNUCOPIA II	$600	15,000	$40	15-Oct-90	25-Oct-90		PT	PT	1.00	0	N	N	
GD	SEALAND TACOMA	SEALAND KODIAK	$3,000	30,000	$100	01-Nov-90	30-Nov-90		PT	PT	0.75	0	Y	N	BID INVITE SEPT. '90
DT	KEYSTONE SHIPPING	KEYSTONER	$3,000	30,000	$100	01-Nov-90	30-Nov-90	15-Sep-90	PT	PT	0.50	0	Y	N	
FISH	FISHING CO. OF ALASKA	4 FACTORY TRAWLERS	$0	0	$0	01-Nov-90			PT	PT	0.00		N	N	REVW.& ANAL.BY OWNER/D.WIDNESS
GD	SEALAND TACOMA	SEALAND ANCHORAGE	$3,000	30,000	$100	01-Dec-90	31-Dec-90	01-Oct-90	PT	PT	0.75	0	Y	N	BID INVITE SEPT. '90
CS	AMERICAN HAWAIIAN	INDEPENDENCE	$5,000	80,000	$63	04-Jan-91	31-Jan-91	01-Sep-90	PT	PT	0.00		Y	N	
CS	HOLLAND AMERICA	ROTTERDAM III	$5,000	75,000	$67	11-Sep-91			PT	PT	0.00	0	Y	N	
GD	TOTE TACOMA	WESTWARD VENTURE	$600	6,000	$100	28-Dec-91	04-Jan-92		PT	PT	0.40		Y	N	BID INVITE OCT. 91
		Sub-totals:	$62,580	913,000	$69										

SI040368
NWMAR138853

COMMERCIAL SHIP REPAIR AVAILABILITES SORTED BY YARD AND START DATE

DATE: JUNE 1, 1990

Yard: SAN DIEGO

Type	Owner	Vessel	$ Contract Value	Lbr Hrs	Revenue $/Hr	Strt Dt	End Dt	Bid Dt	Yrd Bid	Yrd Work	Prob. Factor	Awrded to..	Dry Dock	Bond	Comments
FISH	HAROLD JONES	ANITA J	$695	12,000	$58			06-Apr-90	SD	SD	0.00		Y	N	QUOT.SUBMITTED/WAITNG FOR OWNR
DT	DOOLEY	HAZEL LORRAINE	$1,200	24,000	$50			20-Apr-90	SD	SD	0.00		N	N	QUOT.SUBMITTED/WAITNG FOR OWNR
DT	DOOLEY	SHARRON LORRAINE	$1,200	24,000	$50			20-Apr-90	SD	SD	0.00		N	N	QUOT.SUBMITTED/WAITNG FOR OWNR
GD	PROJECT HOSPITAL SHIP, INC	THE OCEANIC	$0	0	$0				SD	SD	0.00		Y	N	QUOT.SUBMITTED/WAITNG FOR OWNR
GD	ALASKA GULF MARINE SERV.	OCEAN TARPON	$270	6,000	$45			20-Apr-90	SD	SD	0.00		N	N	QUOT.SUBMITTED/WAITNG FOR OWNR
FISH	KEY FISHERIES	PARAGON STAR	$4,000	0	$0			17-Apr-90	SD	SD	0.00		N	N	AWAITING DECISION BY OWNER
GD	ALASKA GULF MARINE SERV.	OCEAN RAY	$250	5,500	$45			20-Apr-90	SD	SD	0.00		N	N	QUOT.SUBMITTED/WAITNG FOR OWNR
GF	GOLDEN UNION SHIPS,GREECE	FLAG WILLIAMS	$0	0	$0				SD	SD	0.00		Y	N	PREPARING PROPOSAL
FISH	CASTINOLA	VENTUROUS	$150	3,000	$50			29-May-90	SD	SD	0.00		Y	N	WORKING ON ESTIMATE
FISH	NORDIC ALASKA FISHERIES	110' HULL	$1,500	0	$0			06-Apr-90	SD	SD	0.00		N	N	QUOT.SUBMITTED/WAITNG FOR OWNR
FISH	KEY FISHERIES	DIAMOND STAR	$4,000	0	$0			17-Apr-90	SD	SD	0.00		N	N	AWAITING DECISION BY OWNER
GD	SOUSA	CARIBE STAR	$500	10,000	$50	20-Dec-89	20-Jan-90	09-Nov-89	SD	SD	0.60		N	N	AWAITING OWNER'S DECISION
USN	SCRIPPS	THE FLIP	$0	0	$0	10-Jul-90	03-Aug-90	22-Jun-90	SD	SD	0.00		Y	N	ESTIMATING NOW
USN	NOSC	DSRV PLATFORM	$0	0	$0	15-Jul-90	15-Sep-90	08-Jun-90	SD	SD	0.00		Y	N	PREPARING PROPOSAL
GD	PACIFIC TREATMENT	PACIFIC TREATMENT BARGE 1	$50	3,000	$17	01-Oct-90	15-Oct-90	20-May-90	SD	SD	0.00		Y	N	AWAITING DECISION BY OWNER
GD	KELCO	KELMAR	$500	10,000	$50	01-Oct-90		20-May-90	SD	SD	0.00		N	N	TO BE WORKED IN FALL OF '90
GD	KELCO	KELSOL	$500	10,000	$50	01-Oct-90		20-May-90	SD	SD	0.00		N	N	TO BE WORKED IN FALL OF '90
GD	PACIFIC TREATMENT	PACIFIC TREATMENT BARGE 2	$50	3,000	$17	01-Oct-90	15-Oct-90	20-May-90	SD	SD	0.00		Y	N	AWAITING DECISION BY OWNER
CS	RCCL, OSLO	VIKING SERENADE	$0	0	$0	06-Jan-91	15-Apr-91	30-Apr-90	SD	SD	0.00		N	N	WORKING WITH OWNERS
		Sub-totals:	$14,865	110,500	$135										

Yard: SAN FRANCISCO

MEX	PEMEX	MONTEREY	$3,000	40,000	$75				SF	SF	0.70		N	Y	
GD	SAN FRANCISCO PORT COMM.	PHOENIX	$150	2,000	$75	15-Apr-90	31-May-90	11-Apr-90	SF	SF	0.00		N	N	
DT	OMI NEW YORK	OMI DYNACHEM	$300	0	$0	08-Jun-90	15-Jun-90	15-Jul-90	SF	SF	0.60		Y	N	
DT	MARAD-APL	CAPE BOVER	$2,000	23,000	$87	18-Jun-90	17-Aug-90	12-Apr-90	SF	SF	0.00		Y	N	SF LOW - AWARD TO COME
DT	PEMEX	NUEVO PEMEX II	$2,000	32,000	$63	10-Jul-90	30-Jul-90	15-May-90	SF	SF	0.00		Y	Y	PREPARING PROPOSAL & ESTIMATE
GOVT	ION	SS AUSTRAL LIGHTNING	$500	3,000	$167	15-Jul-90	14-Aug-90	11-May-90	SF	SF	0.00		Y	N	SF LOW
USN	MSCPAC	USNS MERCY	$0	0	$0	01-Aug-90	31-Aug-90	06-Jun-90	SF	SF	0.00		N	N	
GD	GOLDEN GATE FERRY	M/V SONOMA	$200	2,000	$100	03-Aug-90	11-Aug-90	15-May-90	SF	SF	0.00		Y	Y	SF LOW
CS	P&O CRUISES SOUTHAMPTON	ISLAND PRINCESS	$1,200	14,000	$86	13-Sep-90	25-Sep-90		PT	SF	0.30	0	Y	N	BID INVITE END MAY '90
GD	SEALAND TACOMA	SEALAND NAVIGATOR	$2,000	23,000	$87	15-Oct-90	15-Nov-90	30-Apr-90	SF	SF	0.30		Y	N	
GD	SEALAND LONG BEACH	SEALAND TRADER	$2,000	23,000	$87	07-Nov-90	30-Nov-90	30-Apr-90	SF	SF	0.30		Y	N	
GD	SEALAND TACOMA	SEALAND ENTERPRISE	$2,000	23,000	$87	26-Nov-90	03-Dec-90	30-Apr-90	SF	SF	0.30		Y	N	
GD	SEALAND TACOMA	SEALAND PACIFIC	$2,000	23,000	$87	17-Dec-90	07-Jan-91	30-Apr-90	SF	SF	0.30		Y	N	
CS	P & O CRUISES SOUTHAMPTON	DAWN PRINCESS	$1,200	14,000	$86	05-Jan-91	19-Jan-91			SF	0.00		Y	N	BID INVITE SEPT. '90
USN	USN	RISKA	$1,800	0	$0	08-Aug-92	02-Sep-92		SF	SF	0.50		Y	N	WORK TO BE DONE BY SF FOR SECO
USN	USN	FLINT	$1,800	0	$0	20-Sep-93	20-Oct-93		SF	SF	0.50		Y	N	WORK TO BE DONE FOR SECO
USN	USN	SHASTA	$1,800	0	$0	06-Dec-93	05-Jan-94		SF	SF	0.50		Y	N	WORK TO BE DONE FOR SECO
		Sub-totals:	$23,950	222,000	$108										

SI040369
NWMAR138854

COMMERCIAL SHIP REPAIR AVAILABILITES SORTED BY YARD AND START DATE

DATE: JUNE 1, 1990

Yard: SAN PEDRO

Type	Owner	Vessel	$ Contract Value	Lbr Hrs	Revenue $/Hr	Strt Dt	End Dt	Bid Dt	Yrd Bid	Yrd Work	Prob. Factor	Awrded to..	Dry Dock	Bond	Comments
GD	SAN PEDRO BOAT WORKS	AFDL-27	$40	700	$57	25-Sep-89	05-Oct-89	11-Sep-89	SP	SP	1.00	0	N	N	
GOVT	INGALLS SHIPBUILDING	USS PRINCETON/ANTIETAM	$900	16,000	$56	16-May-90	20-Aug-90	09-May-90	SP	SP	0.00		N	N	WON
GD	MARITECH	MARITECH #261	$40	700	$57	01-Jun-90	15-Jun-90	11-May-90	SP	SP	0.00		Y	N	WON
MEX	CEMERTOS GUADALAJARA	GREAT WEST II	$100	1,700	$59	01-Jun-90	15-Jun-90	26-Feb-90	SP	SP	0.00		Y	N	WON
CS	KLOSTER CRUISE LTD.	SOUTHWARD	$19	100	$190	01-Jun-90	15-Jun-90	07-May-90	SP	SP	0.00		N	N	WAITING FOR AWARD
DT	KEYSTONE SHIPPING	THE SS EDGAR M. QUEENY	$250	3,000	$83	01-Jun-90	22-Jun-90		SP	SP	0.00		N	N	TOP SIDE REPAIRS
GD	TIDEWATER	RESEARCH TIDE	$1,400	18,000	$78	20-Aug-90	01-Oct-90	30-Apr-90	SP	SP	0.00		N	N	A BEAUTIFUL JOB
GF	TROODOS, GREECE	EBONY I	$0	0	$0	01-Dec-90		11-May-90	SP	SP	0.00		Y	N	OWS INTERESTED DD SP OR SD
		Sub-totals:	$2,749	40,200	$68										
		GRAND TOTALS:	$134,776	1,557,700	$87										

Problems:

Some contracts have $ value but no labor hours estimated.

We should update this for contracts already awarded or already worked on in FY90.

SI040370
NWMAR138855

SOUTH WEST MARINE INC.

MEMORANDUM

To: Art and Herb Engel
Bill Johnston

From: Bruce Gair

Date: April 26, 1990

Subject: Project 100/Northwestern Projects

I have been continuing to work on the program of finding a suitable platform to take care of the teardown, transport and demolition of subject vessels incident to Project 100.

Based on the experience that we have on the Huff Dock, I believe that the Crowley barges that we used for transport should be a cost effective vehicle if we are able to solve the problem of where and when we receive the haul of the vessel involved. I have completed, without Crowley knowing all the full specifics, an analysis that shows either one or two vessels can be handled by that particular barge with respect to stability. The methodology would be: upon receipt of subject vessel or vessels, we would proceed to the dry dock in Portland, and similar to what we did in Tacoma/Seattle, sink the Crowley barge and then refloat the barge/vessel(s) combination, towing the combination to the demolition area. The demolition area could be located in Astoria or environs thereof.

Crowley initially stated that they wanted $4,000 per day. I now have them down to $2,500 per day. If we were to utilize it only for that evolution of receiving, docking, demo-ing and recycling, would be cost effective. However, if the barge were lost to us during the period of time that the government shipyard had possession of the vessel for the period of time in dock; the cost of renting this dock per day would be prohibitive.

I also asked Crowley whether or not they would be interested in selling us the barge. They said they could not replace it for less than $8 million!! We could build a barge for this for ourselves or for Crowley for probably under $2 million. Amortizing this over the life of the project, which is anticipated to be a minimum of 10 vessels, may make sense.

Related to this is the "de-jumboization" of the British petroleum tankers that will be taking place in our Portland Division. The slice that will be removed will be from a ship that has a 173' beam, 75' from the keel to the main deck, and a thickness of approximately 50', where the main lateral members are spaced on frame spacing of 16'-10", each resulting in a slice of somewhere between 20-40' thick. In other words, we could end up with a barge, or several barges from each slice, if we plan ahead, that

would have dimensions of 173' long, 75' wide and approximately 17' deep.

I mentioned to Crowley that this would provide them with a U.S. made barge that would make them very competitive, because right now anyone with a barge of this size is Jones Act restricted. We may even want to operate a barge like this ourselves?! I understand the BP Ships were built in Avondale and that the modifications, of course, are being done by a U.S. firm. There should be no difficulty getting them certified for U.S. Coastal trade. I believe it to be a good market and, indeed, any other people who are interested in getting Jones Act capability should be contacted. (Zapata?...)

Last related subject; please remember that I made a proposal incident to the potential aircraft carrier work in the northwestern area. Since then, I have met and discussed this on an informal basis with our fishing/marketing representative in the Tacoma area, Don Widness. I asked him, informally, to look for areas on the Olympic Peninsula that would make sense for us to set up a "poor man's North Island".

Your comments on subject program(s) would be appreciated.

cc: Bill Zavin
Dick Camacho
Astoria File

BOG175.A26

Northwest Marine Iron Works Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 1 OF 24 Pages

		Authority	Retention Copy	Retention Period Department	Center	Credit Dept	D. P. Dept	Purchasing Dept.	Engineering Prescott	Personnel	Main Office	Files	Misc
Accounts Receivable													
ACR 010	Accounts Receivable Master Update Edit	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
ACR 020	Accounts Receivable Master Update.	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
ACR 115	Accounts Receivable Input Edit	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
ACR 120	Balance Accounts Receivable Input	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
ACR 130	Billing Summary	I.R.S.C.	Accounting	Workpapers	Workpapers	1 Fiscal	3 Months						
ACR 140	Accounts Receivable Sales Tax Recap	Corporate	Accounting	1 Month	N/A		3 Months						
ACR 160	Month End Sales Analysis	F.L.S.A	Accounting	2 Fiscal	N/A								
ACR 170	Portland Machinery Sales Commission Report	N/A	Discontinued	N/A	N/A								
ACR 210	Accounts Receivable Transfers And Deletions	Corporate	D.P. Dept.	1 Year	N/A		Retention C.						
ACR 230-01	Accounts Receivable Listing	Corporate	Credit Dept Accounting	2 Fiscal	4 Fiscal	2 ~~Fiscal~~ 1			6 Months				2 Fiscal Accts.
ACR 230-01	124 Accounts Receivable Listing	Corporate	Accounting	2 Fiscal	N/A		3 Months.				6 Months.		
ACR 230-02	Statement Recap By Company	Corporate	Accounting	1 Fiscal	N/A								
ACR 230-02	124 Statement Recap By Company	Corporate	Accounting	1 Fiscal	N/A								
ACR 270	Accounts Receivable Listing	N/A	Discontinued	N/A	N/A								
ACR 240	Accounts Receivable Statements	N/A	Accounting	N/A	N/A								
ACR 240	124 Accounts Receivable Statements	N/A	Accounting	N/A	N/A								
ACR 260	Aged Accounts Receivable	Corporate	Credit	2 Fiscal	N/A	Retention C.			3 Fiscal				2 Aged Accts.
ACR 260	124 Aged Accounts Receivable	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
ACR 310	Accounts Receivable Selected Customers	Corporate	Accounting	3 Months	N/A								
ACR 310	124 Accounts Receivable Selected Customers	Corporate	Accounting	3 Months	N/A								
ACR 320	A/R Transfers And Deletions	Corporate	Accounting	1 Year	N/A		3 Months						
ACR 320	124 A/R Transfers And Deletions	Corporate	Accounting	1 Year	N/A		3 Months.						
ACR 330	Billing Hist	Corporate	Accounting	1 Month	N/A	1 Month.							
ACR 400	Accounts Receivable Delete Customers	Corporate	Main Office	While Current	N/A						Retention C.		
ACR 400	124 Accounts Receivable Delete Customers	Corporate	Accounting	3 Months	N/A								
ACR 410	Customer Code Book	Corporate	Main Office	While Current	N/A						Retention C.		
ACR 410	124 Customer Code Book	Corporate	Accounting	While Current	N/A								
ACR 510	Customer Analysis	N/A	N/A	N/A	N/A								
ACR 610		N/A	N/A	N/A	N/A								

SI040469
NWMAR138858

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 11-27-1979

			Authority	Retention Copy	Retention Department	Period Center	Credit Dept	O. P. Dept	Purchasing Dept	Engineering Project	Personnel	Main Office	Files	Misc
Accounts Payable														
APS 020	Vendor Maintenance Report		Corporate	Owner Accounting	While Useful	N/A								
APS 022	SIC Code Edit Report		Corporate	O.P. Dept	1 Month	N/A		Retention C.						
APS 024			N/A	Discontinued	N/A	N/A								
APS 024-A	SIC Code Descriptions		Corporate	Main Office	2 years	N/A	1 Month		1 Month			Retention C.		
APS 024-B	SIC Code Descriptions		Corporate	Accounting	While Current	N/A								
APS 025-01	Vendor SIC Analysis		Corporate	Main Office	2 years	N/A	1 Month					Retention C		Until Current Accounting
APS 028-2A	Vendor SIC Analysis		Corporate	Main Office	2 years	N/A	1 Month		1 Month			Retention C.		
APS 028-2B	Vendor SIC Analysis		Corporate	Accounting	While Current	N/A								
APS 040	Vendor Analysis		Corporate	Accounting	1 Fiscal	N/A	1 Month					2 years		
APS 060	Internal Vendors		Corporate	Accounting	1 Fiscal	N/A								
APS 070	Vendors By Company		N/A	N/A	N/A	N/A								
APS 080	Accounts Payable Deleted Vendors		Corporate	Accounting	1 Fiscal	N/A			3 Months					
APS 090	Vendor Code Book		Corporate	Accounting	While Current	N/A			While Current					
APS 100	1099 Vendor Totals		Corporate	Accounting	2 Fiscal	4 Fiscal								
APS 210	Batch Balance Report		Corporate	O.P. Dept	3 Months	N/A		Retention C.						
APS 240	System Error Report		Corporate	Accounting	1 Fiscal	N/A		1 Month						
APS 250	Recurring Balance Report		Corporate	Accounting	1 Fiscal	N/A								
APS 255	Input Balance Report		Corporate	Accounting	1 Fiscal	N/A								
APS 260	Duplicate Warning		Corporate	Accounting	1 Fiscal	N/A								
APS 280	File Balance Report		Corporate	Accounting	1 Fiscal	N/A								

SI040470
NWMAR138859

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 2-5-1980

			Area/Site	Retention Code	Retention Department	Retention Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Director	Personnel	Main. Reflo	P.W.	Misc.
Accounts Payable - Continued														
PS	290	Daily Transaction Report	Corporate	Accounting	1 Fiscal	N/A								
PS	300	Payment Adjustment	Corporate	Accounting	1 Fiscal	N/A								
PS	310	Daily Distribution Of Invoice Costs	Corporate	Billing	While Useful	N/A		3 Months		6 Months				Retention C.
IPS	410	Detail Cash Requirement	Corporate	Accounting	While Useful	N/A								
IPS	430	Check Write Balance Report	Corporate	Accounting	1 Fiscal	N/A								
IPS	440	Accounts Payable Checks	N/A	N/A	N/A	N/A								
IPS	450	Detail Check Register	Corporate	Accounting	2 Fiscal	2 Fiscal								
APS	470	File Balance Report	Corporate	Accounting	1 Fiscal	N/A								
APS	480	Summary Cash Requirements	Corporate	Accounting	1 Fiscal	N/A						While Useful		
APS	505	Monthly Invoice Distribution - Selected Accounts	Corporate	Accounting	While Useful	N/A								
APS	520	Weekly Invoice Cost Distribution	Corporate	Billing	While Useful	N/A								Retention C.
APS	530	Weekly Distribution	Corporate	Purchasing	While Useful	N/A		3 Months	Retention C.					
APS	600	File Balance Report	Corporate	D. P. Dept	1 Month	N/A		Retention C.						
APS	610	Summary Check Register - Each Company	Corporate	Accounting	2 Fiscal	4 Fiscal								
APS	612	Summary Check Register - All Companies	Corporate	Accounting	2 Fiscal	4 Fiscal								
APS	615	Monthly Register Of Paid Invoices	Corporate	Accounting	1 Fiscal	N/A								
APS	620-01	Monthly Invoice Distribution		Accounting	2 Fiscal	4 Fiscal			3 Fiscal					
APS	620-02	Monthly Invoice Distribution	N/A	N/A	N/A	N/A								
APS	630	File Balance Report	Corporate	Accounting	1 Fiscal	N/A								
APS	640	Trial Balance Of Unpaid Items	Corporate	Accounting	2 Fiscal	2 Fiscal								

SI040471
NWMAR138860

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 3-5-1990 Page 4 Of 24 Pages

		Authority	Retention Copy	Retention Period Department	Retention Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	[illegible]	[illegible]
Accounts Payable - Continued													
PS 645	Open Items	Corporate	Accounting	2 Fiscal	2 Fiscal								
PS 650	Selected Invoice Distribution	Corporate	Billing	3 Fiscal	N/A	1 Month					6 Months	Retention C.	Warehouse 1 Fiscal
PS 660	Travel And Entertainment By Expense	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								
PS 670	Invalid Job/SO For O/A Conversion Range	Corporate	Accounting	While Useful	N/A								
PS 680	Monthly Invoice Distribution Posting Sheet	I.R.S.C.	Accounting	Workpapers	Workpapers								
Cost Vs Estimate													
E 010	Edit Job Estimate Updates	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
E 020	Job Estimate Update Balance	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
E 030	Job Estimate - Pulled Closed Jobs	Corporate	D.P. Dept.	1 Year	N/A		Retention C.						
E 110	Edit And Balance Material Updates	Corporate	D.P. Dept.	1 Year	N/A		Retention C.						
E 210	Update Ship Cost Master	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
E 220	Material On Hand	N/A	N/A	N/A	N/A								
E 230-01	Ship Labor	N/A	N/A	N/A	N/A								
E 230-02	Ship Material	N/A	N/A	N/A	N/A								
E 248	Summary Of Job Costs	N/A	N/A	N/A	N/A								
E 250	Actual Costs Vs Estimated Costs	N/A	N/A	N/A	N/A								
E 260	Ship Cost - Pulled Closed Jobs	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
Holiday Payroll													
Y 400	Employees Eligible For Holiday Pay	Corporate	Personnel	1 Month	N/A		3 Months			Retention C.			

SI040472
NWMAR138861

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 7-5-1980

			Accounting	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office		Misc
Depreciation														
DEP	020	Asset List For P/M	N/A	Discontinued	N/A	N/A								
DEP	030	Depreciation Schedule For P/M	N/A	Discontinued	N/A	N/A								
Report Distribution														
DIS	010	Detail Edit	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
DIS	030	Report Distribution	Corporate	D.P. Dept	1 Week	N/A		Retention C.						while current Edit Data
DIS	050	Usage Evaluation	Corporate	D.P. Dept	1 Year	N/A		Retention C.						Hopper
DIS	060	Report Evaluation	Corporate	D.P. Dept	while Useful	N/A		Retention C.						Hopper
Daily Labor														
DLB	010	Edit Daily Labor Error Corrections	Corporate	D.P Dept	1 Year	N/A		Retention C.						
DLB	020	Correct Daily Labor Errors	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
DLB	060	NWM1 - Daily Shop Time Report	Corporate	Engineering Prescott	6 Months	N/A		3 Months		Retention C.				
DLB	070	NWM1W - Daily Labor Report Part 1 & 2	Corporate	Main Office	3 Months	N/A		3 Months		6 Months	6 Months	Retention C.		
DLB	080	NWM1 - Daily Detail Listing	Corporate	Personnel	1 week	N/A		3 Months			Retention C.			
DLB	090	Labor By Line Balance Report	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
DLB	100	Total Labor By Line	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
DLB	110	NWM1 - Production Progress	Corporate	Engineering Prescott	6 Months	N/A		3 Months		Retention C.				S.S.S.
DLB	120	NWM1 - Ship Labor By Line	N/A	N/A	N/A	N/A								
DLB	210	Daily Labor - Closed Jobs	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
DLB	220	Total Labor By Line - Pulled Closed Jobs	Corporate	D.P. Dept	1 Year	N/A		Retention C.						

SI040473
NWMAR138862

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 6 Of 24 Pages

		Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	[illegible]	Misc
Earnings													
RN 030	Job Tenure Rights By Craft	Corporate	Personnel	2 Years	N/A		3 Months.			Retention C.			
RN 110	Accumulated Earnings And Vacation Report	Corporate D.	Accounting	2 Fiscal	4 Fiscal		3 Months.			3 years			
RN 200	Hourly FICA And Unemployment Recap	Corporate D.	Accounting	2 Fiscal	4 Fiscal								
RN 210	Earning Summary For Month	Corporate D.	Accounting	2 Fiscal	4 Fiscal		3 Months.			3 years			
RN 240	Health And Welfare	Corporate D	Accounting	2 Fiscal	Perpetual					3 Years			
RN 270	Health And Welfare	Corporate	Personnel	1 Year	N/A					Retention C.			
RN 290	Earning Analysis By State	Corporate D.	Accounting	2 Fiscal	4 Fiscal		3 Months.						
Fixed Assets													
AS 010	Fixed Assets - Transaction Edit Listing	Corporate	Accounting	2 Months	N/A								
AS 020	Fixed Assets - Capital Asset Listing	I. R. S. C.	Accounting	2 Fiscal	23 Fiscal						2 Months		
AS 030	Fixed Assets - Depreciation Schedule	I. R. S. C.	Accounting	2 Fiscal	23 Fiscal						2 Months		
Payroll Quarter And Year End													
S 020	Earnings For Fiscal Year	Corporate	Accounting	6 Fiscal	N/A								
S 110	Edit 941-A Updates	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
S 120	941-A Update Listing	Corporate	Accounting	1 Year	N/A								
S 130	Federal 941-A Forms	F. W. T. R.	Accounting	2 Year	2 Years								
S 200	W-2 Forms.	Corporate D.	Accounting	2 Years	Perpetual					Personnel			

SI040474
NWMAR138863

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 2-5-1980 Page 7 Of 24 Pages

		Authority	Retention Copy	Retention Requirement	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Billing	Misc
Job List													
TOL 010	Job List Input Error List	Corporate	D.P. Dept	1 Week	N/A		Retention C.						
BL 040-AM	Job List	Corporate	Main Office	While Current	N/A						Retention C		S.S.S.
BL 040-PM	Job List	Corporate	Main Office	While Current	N/A						Retention C.		S.S.S.
BL 040-51	Job List	Corporate	Main Office	While Current	N/A						Retention C.		
BL 040-52	Job List	Corporate	Main Office	While Current	N/A						Retention C.		
BL 040-SP	Job List	N/A	Discontinued	N/A	N/A								
OL 110	Portland Machinery Sales Order Listing	N/A	N/A	N/A	N/A								
Labor													
BR 090-01		Corporate	Engineering Prescott	Job Folder	Job Folder								
BR 090-02		Corporate	Engineering Prescott	Job Folder	Job Folder								
BR 120	Labor And Mileage Register	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
BR 125	Labor And Mileage Register	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
OR 140-01	NW Marine Tool Room Payroll Analysis	Corporate	Personnel	1 week	N/A		3 Months						
OR 140-02	NW Marine Supervisory Labor Analysis	Corporate	Accounting	2 Fiscal	2 Fiscal		3 Months						
OR 150-01	Weekly Labor And Mileage Distribution	Corporate	Engineering Prescott	6 Months	N/A		3 Months		Retention C.				
OR 150-02	Weekly Labor And Mileage Distribution	Corporate	Accounting	1 Fiscal	N/A		3 Months						
BR 210	Update Labor Forward	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
OR 222	Cost And Billing Analysis - Weekly Edition	Corporate	Billing	While Useful	N/A		3 Months				6 Months	Accounting C.	
OR 220	Cost And Billing Analysis - Month End Edition	Corporate	Billing	3 Fiscal	N/A		3 Months				6 Months	Accounting C.	
OR 230-01	Combined Labor Distribution - Weekly Edition	Corporate	Billing	While Useful	N/A		3 Months		6 Months		6 Months	Accounting C.	
OR 230-01	Combined Labor Distribution - Month End Edition	Corporate	Billing	3 Fiscal	N/A		3 Months		6 Months		6 Months	Accounting C.	
OR 230-02	Combined Labor Distribution	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
OR 230-03	Combined Labor Distribution	Corporate	D.P. Dept	3 Months	N/A		Retention C.						

SI040475
NWMAR138864

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 8 Of 24 Pages

		Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Billing	Misc
Labor Continued													
BR 290	Ship Cost Sheets	Corporate	Main Office	5 years	Perpetual						Retention C	N/A Billing	
R 300	Monthly Labor Balance	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
R 310	Monthly Labor Distribution	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months				1 year		
R 320-01	Labor By Supply	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months						
R 320-02	Miscellaneous Accounts By Craft	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months						
R 320-03	Labor By Craft	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months						
Miscellaneous Systems													
IS 070	80 Column Card List	Corporate	Personnel	1 Year	N/A					Retention C.			
IS 080	Savings Bond Series E	Corporate	Personnel	1 Year	N/A					Retention C.			
Multi Systems													
SP 010	Payroll Detail Edit	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
SP 020	Payroll Detail Balance	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
SP 030-01	Labor Detail Edit	Corporate	D.P. Dept	3 Months	N/A		Retention C.		6 Months				
SP 030-02	Payroll Detail Edit	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
SP 100	Labor Adjustment Edit	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
SP 110	Labor Forward File Maintenance Report	Corporate	D.P. Dept.	3 Months	N/A		Retention C.						
SP 210	Deduction Summary	F.L.S.A.	Accounting	2 Fiscal	2 Fiscal		3 Months			Personnel			

SI040476
NWMAR138865

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of: 3-5-1980 Page 9 Of 24 Pages

			Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P Dept	Purchasing Dept	Engineering Personnel	Personnel	Main Office	Admin	Misc
Payroll														
Y	010	Early Pay Summary	Corporate	Personnel	3 Months	N/A					Retention C.			
Y	050	Early Pay Holiday And Vacation Breakdown	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
Y	075	Q.A. Hourly Payroll	Corporate	Accounting	2 Fiscal	2 Fiscal								
Y	090	Unmatched Transactions	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
Y	100	Payroll Analysis Pre-Audit	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
Y	120	Payroll Detail Analysis	Corporate D.	Personnel	2 Years	Perpetual		3 Months		6 Months	Retention C.			
Y	140	Payroll Checks	N/A	N/A	N/A	N/A								
Y	150	Payroll Check Register	Corporate	Accounting	2 Fiscal	4 Fiscal		3 Months			2 Years			
Y	170	Marine Earnings By Craft	Corporate	Main Office	3 Months	N/A		3 Months				Retention C		
Y	200	Areas Payroll Listing	N/A	N/A	N/A	N/A								
Y	250	Employee YTD Transfer	Corporate	Personnel	1 Year	N/A					Retention C.			
Personnel														
P	010	Fatal Errors In Personnel Master Updates	Corporate	Personnel	1 week	N/A					Retention C.			
P	030	Possible Errors In Personnel Master File	N/A	Discontinued	N/A	N/A								
P	040	Employee Information	Corporate D.	Personnel	2 Year	Perpetual		1 Month			Retention C.			
P	050	Fatal Errors In Payroll Master Updates	Corporate	Personnel	1 Week	N/A					Retention C.			
P	070	Possible Errors In Payroll Master File	N/A	Discontinued	N/A	N/A								
P	080	Payroll Information	N/A	Discontinued	N/A	N/A								
P	110	Employee Roster	Corporate	Personnel	1 Week	N/A		1 Month			Retention C.			
P	300	Time Card Edit	Corporate	D.P. Dept	1 Month	N/A		Retention C.						

SI040477
NWMAR138866

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 7-5-1980 Page 10 Of 24 Pages

			Authority	Retention Copy	Retention Disposement	Period Carried	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Billing	Misc.
Portland Machinery Prospects														
PMP	010	Portland Machinery Prospect Labels	N/A	N/A	N/A	N/A								
PMP	110	Portland Machinery Prospect Master List	N/A	N/A	N/A	N/A								
Purchase Orders														
POR	010	Batch Total Report	Corporate	D.P Dept	3 Months	N/A		Retention C.						
POR	030	Purchase Order Amendment	Corporate	Billing	6 Months	N/A						1 Month	Accounting	
POR	040-01	System Error Report	Corporate	Main Office	1 Month	N/A		3 Months				Retention C.		
POR	040-02	Daily Transaction Report	Corporate	Main Office	1 Month	N/A		3 Months				Retention C.		
POR	050	Balance Report And File Control	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
POR	110	Accounts Payable Weekly Update	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
POR	120	Balance Report And File Control	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
POR	140	Purchase Order Listing	Corporate	D.P Dept	3 Months	N/A		Retention C.						
POR	160	Weekly Purchase Order Status	Corporate	Main Office	1 Month	N/A		3 Months				Retention C.		
POR	170	Weekly Selected Purchases	Corporate	Main Office	1 Month	N/A		3 Months				Retention C.		
POR	180	Balance Report And File Control - Deletes	Corporate	D.P. Dept	1 Year	N/A		Retention C.						
POR	220	Balance Report And File Control	Corporate	D.P Dept	1 Year	N/A		Retention C.						
POR	310	Demand Selected Purchases	Corporate	Billing	While Useful	N/A						While Useful	Retention C.	
POR	320	Selected Purchase Order Records	Corporate	D.P Dept	1 Year	N/A		Retention C.						
POR	500	Master Record Change Report	Corporate	D.P. Dept	1 Year	N/A		Retention C.						

SI040478
NWMAR138867

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 11 Of 24 Pages

			Authority	Retention Dept	Retention Department	Period Concern	Credit Dept	D.P. Dept	Purchasing Dept	Engineering Clearance	Personnel	Main Office	Billing	Misc.
Salaried Payroll														
SAL	020	Office Payroll Register	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal					2 year			
SAL	050	Salaried Accumulated Earnings	Corporate D.	Accounting	2 Fiscal	4 Fiscal					2 year			
SAL	100	Salaried FICA & Unemployment Report	Corporate D.	Accounting	2 Fiscal	4 Fiscal								
SAL	110	Monthly Salaried Payroll Recap	Corporate D.	Accounting	2 Fiscal	4 Fiscal								
SAL	115	Labor Allocation By Employee	Corporate	Accounting	2 Fiscal	4 Fiscal								
SAL	120	Salaried Labor Distribution	I.R.S.C.	Accounting	Workpapers	Workpapers								
SAL	130	Deduction Summary	F.L.S.A	Accounting	2 Fiscal	1 Fiscal								
SAL	210	Cost Of Living Calculations	Corporate	Personnel	3 years	Perpetual					Retention C.			
SAL	400	Salaried Payroll - Badge Number Change	Corporate	Personnel	1 Month	N/A					Retention C.			
Stores														
STR	010	Edit Stores	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
STR	020	Balance Stores	Corporate	D.P. Dept	1 Month	N/A		Retention C.						
STR	040	Stores Distribution	N/A	N/A	N/A	N/A								
STR	095	Stores Distribution	Corporate	Main Office	1 Month	N/A						Retention C.		Maintain 1 Fiscal
STR	050	Port and Machinery No Charge Stores	Corporate	Main Office	N/A	N/A						Retention C.		
STR	070	Stores Distribution Summary	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal						6 Months	2 Fiscal	
STR	120	NWMIW Zero/No Charge Stores	Corporate	Main Office	2 years	N/A						Retention C.		
Tape Library Maintenance														
TLM	010	Tape Library Maintenance Error Report	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
TLM	020	Tape Library Maintenance - Daily Transactions	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
TLM	030	Tape Library Maintenance	Corporate	D.P. Dept	3 Months	N/A		Retention C.						

SI040479
NWMAR138868

Northwest Marine Iron Works - Computer Reports

Master Record Retention Schedule.

As Of 3-5-1980 Page 12 Of 24 Pages

			Accounting	Retention Copy	Retention Department	Parent Center	Credit Dept	D P Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Billing	Misc
Work In Progress														
WIP	010	File Maintenance Error List	Corporate	D.P. Dept.	1 year	N/A		Retention C.						
WIP	020	File Maintenance Report	Corporate	Accounting	2 Fiscal	2 Fiscal		3 Months					6 Months	
WIP	050	Purchase Agent Usage 300 List	Corporate	Accounting	1 Fiscal	N/A								
WIP	100	WIP Input Balance Report	Corporate	Accounting	1 Month	N/A		3 Months						
WIP	110	WIP Input Error List	Corporate	Accounting	1 Month	N/A		3 Months						
WIP	120	WIP - Monthly Input	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal				6 Months		1 year	N/A	
WIP	130	WIP - Monthly Input Balance	Corporate	Accounting	1 Month	N/A		3 Months						
WIP	140	WIP - Before Sales And Cost Of Sales	Corporate	Accounting	2 Fiscal	4 Fiscal						1 year	3 Fiscal	
WIP	145	Inter - Company Billing	Corporate	Billing	1 year	N/A		3 Months					& Retention	
WIP	150	WIP - Sale And Cost Of Sales Summary	Corporate	Accounting	2 Fiscal	4 Fiscal		3 Months						
WIP	160-01	WIP - Sales And Cost Of Sales (Special Accounts)	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months				1 year	N/A	Warehouse 1 Fiscal
WIP	160-02	WIP - Sales And Cost Of Sales	I.R.S.C.	Accounting	2 Fiscal	4 Fiscal		3 Months		1 Month		1 year	N/A	
WIP	170	WIP - After Sales And Cost Of Sales	Corporate	Accounting	2 Fiscal	4 Fiscal						1 year	N/A	
WIP	180	WIP - Sales Orders Forward In Category Sequence	N/A	N/A	N/A	N/A								

SI040480
NWMAR138869

Northwest Marine Iron Works - Non Computer Reports

Master Records Retention Schedule

As Of 7-[illegible] Page 13 Of 24 Pages

		Archives	Retention Copy	Retention Departments	Retention Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Processes	Personnel	Main Office	Misc	Misc
Accounting Department													
Workpapers (Including Financial Statements)		I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								
Financial Statements (Other Than Workpapers)	Monthly Annual	Corporate O.	Accounting	2 Fiscal	Perpetual						1 year		
Financial Statements (Other Than Workpapers)		Corporate O	Accounting	2 Fiscal	Perpetual						Perpetual		
Consolidated Financial Statements	Monthly	Corporate	Accounting	2 Fiscal	Perpetual						1 year		
Consolidated Financial Statements	Annual	Corporate	Accounting	2 Fiscal	Perpetual						Perpetual		
General Ledgers		I.R.S.C.	Accounting	2 Fiscal	Perpetual								
Standard Journal Entry Ledgers (Old Style)		I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								
Standard Journal / Journal Vochers		I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								
Bank Account Reconciliations		Corporate	Accounting	2 Fiscal	2 Fiscal								
Accounts Receivable Reconciliations		Corporate	Accounting	2 Fiscal	2 Fiscal								
Accounts Payable Reconciliations		Corporate	Accounting	2 Fiscal	2 Fiscal								
Miscellaneous Accounts Reconciliations		Corporate	Accounting	2 Fiscal	2 Fiscal								
Cash Disbursement Ledgers		Corporate	Accounting	2 Fiscal	4 Fiscal								
Cash Receipts Ledger		Corporate	Accounting	2 Fiscal	4 Fiscal								
Bank Statements - General Account		Corporate	Accounting	2 Fiscal	2 Fiscal								
Bank Statements - Payroll Accounts		Corporate	Accounting	2 Fiscal	2 Fiscal								
Remittance Advices		Corporate	Accounting	2 Fiscal	4 Fiscal								
A/R Cash Receipts - Daily Listing		Corporate	Accounting	2 Fiscal	2 Fiscal	3 Fiscal							
Bank Deposit Slips And Receipts		Corporate	Accounting	2 Years	N/A								
A/R Control Sheets		Corporate	Accounting	2 Years	N/A								
Vendor Invoices		I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								2 Fiscal Memorial
A/P Forms - DAF - DOF		I.R.S.C.	Accounting	2 Fiscal	4 Fiscal								2 Fiscal
Insurance		Purchase O.	Accounting	2 Fiscal	Perpetual								

SI040481
NWMAR138870

Northwest Marine Iron Works - Non Computer Records

Master Record Retention Schedule

As Of 7-5-1962 Page 14 Of 24 Pages

		Authority		Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Portland	Misc
Accounting Department Continued														
Profit Sharing Records		Corporate	D	Accounting	5 Fiscal	Perpetual								
Corporate Income Taxes -	Federal	Corporate	D	Accounting	5 Fiscal	Perpetual								
	California	Corporate	D	Accounting	5 Fiscal	Perpetual								
	Idaho	Corporate	D	Accounting	5 Fiscal	Perpetual								
	Louisiana	Corporate	D	Accounting	5 Fiscal	Perpetual								
	Montana	Corporate	D	Accounting	5 Fiscal	Perpetual								
	North Dakota	Corporate	D	Accounting	5 Fiscal	Perpetual								
	Oregon	Corporate	D	Accounting	5 Fiscal	Perpetual								
Payroll Taxes														
Federal:														
F.I.C.A And Income Tax Withheld		(4)	F.W.T.R.	Accounting	2 years	2 years 4 Months								
Unemployment Insurance		(1)	F.W.T.R.	Accounting	2 years	2 Years 4 Months								
California:														
Unemployment Insurance And Income Tax Withheld		(4)	Calif. H&W	Accounting	2 years	2 Years								
Wage Statements			Calif. H&W.	Accounting	2 years	2 Years								
Idaho:														
Unemployment Insurance		(4)	Idaho D of L	Accounting	2 years	2 years								
Workmans Compensation Insurance		(4)	Idaho W/C	Accounting	2 years	2 years								
Income Tax Withheld		(4)	Idaho Letter	Accounting	2 years	2 years								
Nevada:														
Unemployment Insurance		(4)	Nevada Sta.	Accounting	2 years	2 years								
Workmans Compensation Insurance		(4)	Nevada Sta	Accounting	2 years	2 years								
Oregon:														
Unemployment Insurance		(4)		Accounting	2 years	2 years								
Workmans Compensation Insurance		(4)		Accounting	2 years	2 years								
Income Tax Withheld		(4)		Accounting	2 years	2 years								
Tri-Met Tax		(4)		Accounting	2 years	2 years								
Lane County Tax		(4)		Accounting	2 years	2 years								
Wage Statements														

SI040482
NWMAR138871

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule.

As Of 7-5-1980 Page 15 Of 24 Pages.

		Authority	Retention Copy	Retention Period: Department	Retention Period: Center	Credit Dept	D. P Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Billing	Misc
Accounting Department Continued													
Payroll Taxes Continued													
Washington:													
Unemployment Insurance	(4)	W. A. C.	Accounting	2 years	2 years								
Workmans Compensation Insurance	(4)	W. A. C.	Accounting	2 years	2 years								
Sales Taxes: California	(4)	Calif R + T	Accounting	2 years	2 years								
Idaho	(12)	Idaho S.T.R.	Accounting	2 years	2 years								
Nevada	(12)	Nevada Sta.	Accounting	2 years	2 years								
Washington	(12)	Wash E.T.L.	Accounting	2 years	2 years								
B. And O. Taxes: Longview Washington	(4)	Corporate	Accounting	2 years	2 years								
Vancouver Washington	(4)	Corporate	Accounting	2 years	2 years								
Seattle Washington	(4)	Corporate	Accounting	2 years	2 years								
Corporation Licenses And Reports:													
California Officers Certification		Corporate	Accounting	2 years	2 years								
Idaho Franchise License Tax		Corporate	Accounting	2 years	2 years								
Louisiana Annual Report		Corporate	Accounting	2 years	2 years								
Montana Annual Report		Corporate	Accounting	2 years	2 years								
Nevada - Annual List Of Officers Directors And Agents		Corporate	Accounting	2 years	2 years								
North Dakota Foreign Corporation Report		Corporate	Accounting	2 years	2 years								
Oregon Annual Reports		Corporate	Accounting	2 years	2 years								
Washington Annual Report		Corporate	Accounting	2 years	2 years								
Profit Sharing Reports:													
Tax Return Form 5500		E.R.I.S.A	Accounting	2 years	4 years								
Annual Report		E.R.I.S.A.	Accounting	2 years	4 years								
Contractors Licenses: California		Corporate	Accounting	2 years	2 years								
Nevada		Corporate	Accounting	2 years	2 years								
Washington		Corporate	Accounting	2 years	2 years								
Partnership Returns - Marine Salvage													
Federal		Corporate D	Accounting	5 years	Perpetual								
Oregon		Corporate D.	Accounting	5 years	Perpetual								

SI040483
NWMAR138872

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 7-6-1982 Page 16 Of 24 Pages

	Authority	Retention Copy	Retention Department	Retention Period Central	Credit Dept	D. P Dept	Purchasing Dept	Engineering Drawings	Personnel	Main Office	Wilm	Misc.
Accounting Department Continued												
Property Tax Returns												
California: Humboldt County	Corporate	Accounting	2 years	2 years								
Oregon: Klamath County	Corporate	Accounting	2 years	2 years								
Morrow County	Corporate	Accounting	2 years	2 years								
Multnomah County	Corporate	Accounting	2 years	2 years								
Washington: King County	Corporate	Accounting	2 years	2 years								
County Income Taxes:												
Oregon: Multnomah	Corporate	Accounting	2 years	2 years								
City Licenses:												
Oregon: Medford	Corporate	Accounting	2 years	2 years								
Portland	Corporate	Accounting	2 years	2 years								
Fixed Assets And Depreciation Schedules (Handwritten)	I.R.S.C.	Accounting	2 Fiscals	23 Fiscals								
Fixed Assets Purchase Invoices	I.R.S.C.	Accounting	2 Fiscals	23 Fiscals								
Record Retention Schedule	Corporate	Accounting	2 year	4 year								
W.I.P Corrections	I.R.S.C.	Accounting	Workpapers	Workpapers							3 Fiscal	
Trial Balance - Balance Sheet Worksheet	I.R.S.C.	Accounting	Workpapers	Workpapers								
Inventory Analysis	Corporate	Accounting	Workpapers	Workpapers								
Financial Statement Computations And Summarizations	I.R.S.C.	Accounting	Workpapers	Workpapers								
124 Control Sheets	Corporate	Accounting	2 years	N/A								
124 New Accounts	Corporate	Accounting	2 years	N/A								
124 Detail Updates - Cash And Journal Entries	F.I.S.A	Accounting	2 years	N/A								
124 Detail Updates - Purchases And Stores	F.I.S.A	Accounting	2 years	N/A								
Input Forms - Vendor Codes	Corporate	Accounting	3 Months	N/A								
Input Forms - S.U.C Codes	Corporate	Accounting	3 Months	N/A								

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NWMAR138873

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 17 Of 24 Pages

		Activity	Retention Copy	Retention Department	Period Center	Credit Dept	D. P Dept	Purchasing Dept	Engineering Records	Personnel	Main Office	Yards	Misc
Accounting Department Continued													
Input Forms - SIC Descriptions		Corporate	Accounting	While Useful	N/A								
A/P Maintenance Forms		Corporate	Accounting	1 Year	N/A								
Miscellaneous Reports													
P.U.C. Reports	Oregon	(12)	Corporate	Accounting	2 years	3 years							
	Washington	(12)	Corporate	Accounting	2 years	3 years							
Prorate Reports	Oregon	(1)	Corporate	Accounting	2 years	3 years							
	Washington	(1)	Corporate	Accounting	2 years	3 years							
Fuel Tax Report	Washington	(2)	Corporate	Accounting	2 years	3 years							
State Gas Tax Refunds			Corporate	Accounting	2 years	3 years							
Courier Bus Tax Refunds			Corporate	Accounting	2 years	3 years							
Inventory Control Reports		(12)	Corporate	Accounting	2 years	3 years							
Navy Man Power Reports		(12)	Corporate	Accounting	2 years	3 years							

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NWMAR138874

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 2-5-1982 Page 18 Of 24 Pages

	Authority	Retention Copy	Retention Department	Period Center	Credit Dept	O. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Misc
Billing Department											
Ship Specifications Folders	Corporate	Billing	1 year	5 year							
Job Folders Northwest Marine Iron - Atlas	Corporate	Billing	1 year	5 years							
Job Folders P.M. - I. R. - A.W. - E. C	Corporate	Billing	1 Year	1 year							
Monthly - 3 Digit Account File	Corporate	Billing	1 year	N/A							
Ship Master Folders	Corporate	Billing	1 year	5 year							
Northwest Marine Iron Invoice - Billing Copy	Corporate	Billing	1 Month	N/A							
Invoice Approvals File	Various States	Billing	2 years	2 Years							
Sales Orders Approvals File	Various States	Billing	2 years	2 Years							
Sales Orders	Corporate							customer folder			2 Year Warehouse
Sales Order Tool Billing	Corporate	Billing	1 Year	N/A							
Permanent Numerical Sales Order File (Sales Order tool Billing)	Corporate Only)	Billing	1 year	N/A							
Credit Department											
Receivable Customer Files	Corporate	Credit	While Useful	4 years	Retention C						
Accounts Receivable Files, In Litigation	Corporate	Credit	While Useful	4 Years	Retention C						
Accounts Receivable Files, Reserved Or Written Off	I. R. S. C.	Credit	3 Fiscal	3 Fiscal	Retention C						
Control Cards	Corporate	Credit	While Useful	N/A	Retention C						

SI040486

NWMAR138875

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 7-5-1971 Page 19 OF 24 Pages

	Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Misc
Data Processing Department											
Time Cards - Time Sheets.	F.L.S.A	D.P. Dept	3 Months	21 Months		Retention C					
Detail Cards - Time Cards And Time Sheets	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Daily Labor Corrections Input Sheets.	Corporate	D.P. Dept	1 Year	N/A		Retention C					
W.I.P. Adjustments - Input Sheets	Corporate	D.P. Dept	1 Year	N/A		Retention C					
Detail Cards - W.I.P Adjustment	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Labor By Line - Input Form	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - Customers Codes	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - Vendor Codes	Corporate	D.P. Dept	3 Months	N/A		Retention C					
PVE Print Requests - Input Forms	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - W.I.P 170	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - W.I.P. 174	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Material Issues - All Companies	I.R.S.C.	D.P. Dept	3 Months	6 Fiscal		Retention C		Customer Folder			
Detail Cards - Accounts Payable	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - Invoice And Sales Orders Approvals	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - Cash Receipts	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - 124 Account	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Card - A/R Month End Control	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Holiday Deck - Ship And Shop Input.	Corporate	D.P. Dept	3 Months	N/A		Retention C					
Detail Cards - Holiday Deck - Ship And Shop	Corporate	D.P. Dept	3 Months	N/A		Retention C					

SI040487
NWMAR138876

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 20 OF 24 Pages

	Authority	Retention Copy	Retention Department	Retention Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Utility	Misc.
Data Processing Department - Continued												
Excused Deck - Input	Corporate	D.P Dept	3 Months	N/A		Retention C.						
Detail Cards - Excused Deck	Corporate	D.P Dept	2 Months	N/A		Retention C.						
Detail Cards - Holiday Report For Final Adjustment	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
Distribution Report - Input	Corporate	D.P. Dept	6 Months	N/A		Retention C.						
W.I.P. Transfers - Input	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
Detail Cards - W.I.P. Transfers	Corporate	D.P Dept	3 Months	N/A		Retention C.						
Azusa Labor Detail For Nevada Time Card And Time Sheet	F.L.S.A	D.P. Dept	3 Months	21 Months		Retention C.						
Labor Rates All Companies - Input Sheet	Corporate	D.P. Dept	3 Months	N/A		Retention C.						
Detail Deck - Labor Rates - All Companies	Corporate	D.P. Dept	While Current	N/A		Retention C.						
C.V.E System Control Book	Corporate	D.P. Dept	3 Years	N/A		Retention C.						
P.O.R System Control Book	Corporate	D.P. Dept	3 years	N/A		Retention C.						
M. I. System Control Book	Corporate	D.P. Dept	3 years	N/A		Retention C.						
A.P. System Control Book	Corporate	D.P. Dept	3 years	N/A		Retention C.						
A.R. System Control Book	Corporate	D.P. Dept	3 years	N/A		Retention C.						
Payroll System Control Book	Corporate	D.P. Dept	3 years	N/A		Retention C.						
Computer Tapes												
Engineering Prescott												
Front Office Folders (Job)	Corporate	Engineering Prescott	Perpetual	N/A				Retention C.				
Deck Office Folders (Job)	Corporate	Engineering Prescott	Perpetual	N/A				Retention C.				

SI040488
NWMAR138877

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 7-5-1960 Page 21 Of 24 Pages

	Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prod Cost	Personnel	Main Office	Bldg	Misc
Main Office												
Band Wheel Inventory - Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A			6 Months	6 Months		Retention C		S.S.S.
Band Wheel Inventory - Edition 3 Each Week	Corporate	Main Office	1 Year	N/A			6 Months	6 Months		Retention C		S.S.S.
Band Wheels On Order - Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A						Retention C		S.S.S.
Band Wheels On Order - Edition 3 Each Week	Corporate	Main Office	1 Year	N/A						Retention C		S.S.S.
Castings Forgings (Raw Material) Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A			6 Months	6 Months		Retention C.		S.S.S.
Castings Forgings (Raw Material) Edition 3 Each Week	Corporate	Main Office	1 Year	N/A			6 Months	6 Months		Retention C		S.S.S.
Contract Copies	Corporate	Main Office	Perpetual	N/A						Retention C.		
Cost Sheets	Corporate	Main Office	3 Years	N/A						Retention C.		
Master Log Of All Jobs And Sales Order	Corporate	Main Office	Perpetual	N/A						Retention C.		
Material Status Report - Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A			6 Months	6 Months		Retention C.		
Material Status Report - Edition 3 Each Week	Corporate	Main Office	1 Year	N/A			6 Months	6 Months		Retention C.		
N.W.M.I. Job Orders	Corporate	Main Office	2 Years	N/A				While Useful		Retention C		S.S.S.
Wheels On Order - Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A						Retention C.		S.S.S.
Wheels On Order - Edition 3 Each Week	Corporate	Main Office	1 Year	N/A						Retention C		S.S.S.
Wheels Scheduled For Castings - Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A			6 Months			Retention C		S.S.S.
Wheels Scheduled For Castings - Edition 3 Each Week	Corporate	Main Office	1 Year	N/A			6 Months			Retention C.		S.S.S.
Wheels Released For Production Edition 1 And 2 Each Week	Corporate	Main Office	While Useful	N/A						Retention C.		S.S.S.
Wheels Released For Production Edition 3 Each Week	Corporate	Main Office	1 Year	N/A						Retention C		S.S.S.

SI040489
NWMAR138878

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 3-5-1980 Page 22 of 24 Pages

	Authority	Retention Copy	Retention Department	Period Center	Credit Dept	D. P. Dept	Purchasing Dept	Engineering Prescott	Personnel	Main Office	Bellevue	Misc
Personnel Department												
Employment Applications	A.D.L.	Personnel	1 year	N/A					Retention C.			
Bankers Life Monthly Premium Report	Corporate	Personnel	2 years	N/A					Retention C.			
Manual Early Pay Forms	Corporate	Personnel	1 year	N/A					Retention C.			
Manual PER 040 Employee Information	Corporate O.	Personnel	Perpetual	N/A					Retention C.			
Employee Garnishments	Corporate	Personnel	6 Months	N/A					Retention C.			
Equal Employment Opportunity Act Report EEOA 1	E.E.O.A.	Personnel	While Current	N/A					Retention C.			
Affirmative Action Programs	O.L.S.	Personnel	5 years	N/A					Retention C.			
Discrimination Charges Filed Against Company	Corporate	Personnel	Resolved	Perpetual					Retention C.			
Job Assignment (New Hire Information And W-4)	F.W.T.R.	Personnel	4 years	N/A					Retention C.			
Personnel Information Form (Replaces Job Assign. Form)	F.W.T.R.	Personnel	4 years	N/A					Retention C.			
Cancelled Bond Cards	Corporate	Personnel	5 years	N/A					Retention C.			
Accident Reports	Corporate	Personnel	Resolve	5 years					Retention C.			
Discharge Termination Slips	Various State	Personnel	4 years	N/A					Retention C.			
Warning Slips	Corporate	Personnel	4 years	N/A					Retention C.			
Form 5500: Dental	W.P.P.D.A.	Personnel	5 years	N/A					Retention C.			
Life And Accident	WPPDA	Personnel	5 years	N/A					Retention C.			
Medical	WPPDA	Personnel	5 years	N/A					Retention C.			
Annual Report: Dental	WPPDA	Personnel	5 years	N/A					Retention C.			
Life And Accident	WPPDA	Personnel	5 years	N/A					Retention C.			
Medical	WPPDA	Personnel	5 years	N/A					Retention C.			
Union Reports	Corporate	Personnel	5 years	Perpetual					Retention C.			
Month End Adjustments	Corporate	Personnel	2 year	N/A					Retention C.			

SI040490
NWMAR138879

Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule

As Of 7-5-1980 Page 23 Of 24 Pages

	Authority	Retention User	Retention Department	Period Center	Credit Dept	D P Dept	Purchasing Dept	Engineering Project	Personnel	Main Office	Misc
Personnel Department Continued											
Payroll Check Reconciliation	Corporate	Personnel	2 years	N/A					Retention C		
Employee Transfers: Salary To Hourly	Corporate	Personnel	5 years	N/A					Retention C		
Hourly To Salary	Corporate	Personnel	5 years	N/A					Retention C		
Purchasing Department											
Request For Purchase	Corporate	Purchasing	3 years	N/A			Retention C	Customer Folder			S.S.S. 3 years warehouse 3 Fiscal warehouse
Purchase Order	F.L.S.A	Purchasing	3 years	N/A			Retention C			DO Folder	
Warehouse											
Transportation Order	Corporate	Warehouse	1 Fiscal	N/A							Retention C warehouse S.S.S.
Material Shortage Report	Corporate	Warehouse	6 Months	N/A			3 years	While Vessel			Retention C warehouse
Bills Of Lading	F.L.S.A	Warehouse	2 years	N/A				Job File			Retention C warehouse
Packing List To Customers	Corporate	Warehouse	2 years	N/A							Retention C warehouse
U. P. S. Books	F.L.S.A	Warehouse	2 years	N/A							Retention C warehouse
Inventory Ledger Cards	Corporate	Warehouse	Perpetual	N/A							Retention C warehouse
Inspection Lists On Received Items	Corporate	Warehouse	2 years	N/A							Retention C warehouse
Daily Shipping Report	Corporate	Warehouse	1 year	N/A							Retention C warehouse S.S.S.

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Northwest Marine Iron Works - Non Computer Reports

Master Record Retention Schedule - Shop

As Of 3-5-1980 Page 24 Of 34 Pages

	Authority	Retention Copy	Retention Requirement	Period Current	Assembly Shop	Machine Shop	Valve Shop
Job Orders	Corporate	Main Office	2 years	N/A		2 years	
Request For Purchase	Corporate	Purchasing	3 years	N/A	L.O. Job	1 year	5 years
Material Issues	I.R.S.C.	D.P. Dept.	1 Fiscal	5 Fiscal	1 Month	2 years	5 years
Transportation Orders	Corporate	Warehouse	1 Fiscal	N/A		3 years	5 years
Daily Shipping Report	Corporate	Warehouse	1 Fiscal	N/A	2 Months	2 Months	
Band Wheel Inventory 3 Editions Per Week	Corporate	Main Office	1 Year	N/A	2 Weeks	2 Weeks	
Band Wheels On Order 3 Editions Per Week	Corporate	Main Office	1 Year	N/A	2 Weeks	2 Weeks	
Casting Forging (Raw Material) 3 Editions Per Week	Corporate	Main Office	1 Year	N/A	2 Weeks		
Material Status Report 3 Editions Per Week	Corporate	Main Office	1 year	N/A	2 weeks	2 Weeks	while useful
Wheels Released For Production - 3 Editions Per Week	Corporate	Main Office	1 year	N/A		2 Weeks	
Wheels Scheduled For Casting 3 Editions Per Week	Corporate	Main Office	1 year	N/A	2 Weeks	2 Weeks	
Mil Q Certifications	Navy	Machine Shop	L.O. Job	5 years		Retention C.	
Inspection Reports	Corporate	Quality Control	Perpetual	N/A	Perpetual		
DLB 110 NWMI - Production Progress	Corporate	Engineering Precast	6 Months	N/A	1 Month		
SLB 098 Job List	Corporate	Main Office	While Current	N/A	1 Month		N/U

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Summary Of Records Required
On Each Employee By Various
Regulatory Authorities

Line No.		Record Or Document Type	(1) Federal Income Tax Withheld	(2) F.I.C.A.	(3) Federal Unemploy. Insurance	(4) Fair Labor Standards Act	(5) Age Discrimination Law	(6) Public Contracts Act	(7) California Unemployment Withholding	(8) Idaho Unemployment	(9) Idaho Withholding Unemployment	(10) Nevada Unemployment	(11) Oregon Unemployment	(12) Oregon Withholding	(13) Washington Unemployment
1		Each Employee													
2	(1)	Full Name, Co. I.D. #	4	4	4	3	3	3	4	3	4	4	3	4	4
3	(2)	Home Address & Zip Code	4	4	4	3	3	3	4	3	4		3	4	
4	(3)	Date Of Birth				3	3	3							
5	(4)	Social Security Number	4	4	4				4	3	4	4	3	4	
6	(5)	Sex				3	3	3							
7	(6)	Time Work Week Begins				3									
8	(7)	Rate Of Pay				3	3	3				4			
9	(8)	Hours Worked Per Day &													
10		Total Per Workweek				3		3							4
11	(9)	Daily Or Weekly Straight													
12		Time Earnings				3									
13	(10)	Weekly Overtime Excess													
14		Compensation				3									
15	(11)	Additions And Deductions													
16		From Wages Each Pay Period				3									
17	(12)	Total Wages Each Pay Period	4	4		3	3	3	4	3	4	4		4	4
18	(13)	Pay Period Covered And Date													
19		Of Payment	4	4		3			4		4	4		4	
20	(14)	Amount & Nature Of Exempt													
21		Pay	4	4					4		4			4	
22	(15)	Taxable Wages Each													
23		Payroll Period	4	4					4		4			4	
24	(16)	Taxes Withheld Each Payroll													
25		Period	4	4					4		4			4	
26	(17)	Taxable Wages For									4				
27		Calendar Year	4	4	4				4				3	4	
28	(18)	Taxes Withheld For													
29		Calendar Year	4	4					4					4	
30	(19)	State Where Employed								3		4			
31	(20)	Withholding Exemption Claimed													
32	(21)	Occupation	4	4		3	3	3			4	4		4	
33	(22)	Date Of Hire							4	3					4
34	(23)	Date Placed On Lay Off							4	3					
35	(24)	Date Terminated & Reason							4	3		4			4
36	(25)	Place Of Work Within State							4	3				4	
37	(26)	Date Returned After Lay Off							4	3		4			4
38	(27)	Cause Of Lost Time In Excess													
39		Of 2 Days In A Week								3					
40	(28)	Total Wages Each Quarter		4	4					3			3		
41	(29)	Weeks Worked Each Quarter											3		4
42	(30)	Non Delivered W-2 Forms	4						4		4			4	
43	(31)	Form W-4	4						4		4			4	
	(32)	Duplicate Copies Of Return	4						4	3	4	4		4	
	(33)	[illegible]													

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Summary Of Supplementary Basic Records Required By Various Regulatory Authorities

LINE NO		Fair Labor Standards Act	Age Discrimination Law	Equal Employment Opportunity Act	Public Contracts Act
1	Supplementary Basic Records				
2					
3	Time Cards	2			2
4					
5	Wage Rate Tables	2		6 Mo	2
6					
7	Work Time Schedules	2			2
8					
9	Employee P.O.'s Assignments				
10	And Purchases	2			
11					
12	Collective Bargaining				
13	Agreements	3			
14					
15	Certificates, Agreements				
16	Plans, Notices, Trusts And				
17	Employment Contracts	3	1		
18					
19	Employment Inquiries In				
20	Response To Advertisement		1	6 Mo	
21					
22	Reasons For Not Hiring In				
23	Response To Above		1	6 Mo	
24					
25	Promotions, Demotions, Transfers				
26	Layoffs, Etc		1	6 Mo	
27					
28	Job Orders To Employment				
29	Agencies Or Labor Organizations		1	6 Mo	
30					
31	Employment Tests		1	6 Mo	
32					
33	Physical Examinations		1	6 Mo	
34					
35	All Advertisements To Public		1		
36					
37	Notices To Employees		1		
38					
39	Seniority Systems		1		
40					
41	Advertisement For Temporary				
42	Employment - Most Of Above		90 Days		
43					

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Summary Of Supplementary Basic Records Required By Various Regulatory Authorities Page 2 of 2 Pages

LINE NO.		Fair Labor Standards Act	Age Discrimination Laws	Equal Employment Opportunity Act											
	Supplementary Basic Records	Continued													
	Selection For Training Or Apprenticeship			6 Mo											
	Application For Apprenticeship Training List			2											
	Annual Report By Sex, Race, Color Nationality Of Apprentices			2											
	Tests For Apprenticeship Training			2											
	Interviews Records For Selection For Apprenticeship Training			2											
		1	2	3	4	5	6	7	8	9	10	11	12	13	

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Summary Of Miscellaneous Records
Required By Various Regulatory
Authorities

LINE NO			(1) Fair Labor Standard Act	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1		Miscellaneous Records													
2		Order Shipping And Billing													
3		Records	2.												
4															
5		Sales & Purchase Records	3												
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RECORDS RETENTION DEPARTMENT

OBJECTIVES

OBJECTIVES

1. A records retention program has been established for the corporate offices of Northwest Marine Iron Works to comply with all applicable legal requirements, government regulations, and the business and operational needs of the company.

2. The Records Retention Manager will be responsible for establishing and maintaining a records retention program for the corporate offices of Northwest Marine Iron Works.

3. The Department Manager of each operating unit will be responsible for maintaining the records retention procedures applicable to his Department.

4. The records retention program shall include at a minimum:

   A. A listing of all records to be retained.

   B. A retention schedule for each type of record to be retained.

   C. A description of the filing system used insuring timely retrieval of records.

   D. A description of the security requirements necessary to insure the confidentiality of the records.

   E. A description of procedures for the physical protection of the records.

   F. A description of approvals required and methods used for the destruction of records.

   G. A description of, and the procedures for, handling active and inactive records.

GLOSSARY

A.D.L.:	Age Discrimination Law.
Authority:	Legal, regulatory or other entity having jurisdiction over length of retention period.
Calif. H&W:	California Health and Welfare Agency.
Calif. R&T:	California Revenue and Taxation Code.
Center:	Records Retention Center.
Corporate:	No regulatory requirement, retention period based on corporate desires only.
Corporate D.:	Corporate decision to retain records longer than regulatory requirements.
Customer Folder:	File containing all jobs for a specific customer.
Department:	A separate operating division in the corporate structure.
E.E.O.A.:	Equal Employment Opportunity Act.
E.R.I.S.A.:	Employment Retirement Income Security Act
Fiscal Year:	Period of time from June 1 thru May 31 of the next year.
F.L.S.A.:	Fair Labor Standard Act.
F.W.T.R.:	Federal Withholding Tax Regulations.
Idaho D. of E.:	Idaho Department of Employment.
Idaho Letter:	Idaho Department of Revenue and Taxation Letter.
Idaho S.T.R.:	Idaho Sales Tax Regulations.
Idaho W/C:	Idaho Workmans Compensation.
I.R.S.C.:	Internal Revenue Service Codes.
Job Folder:	A folder where all costs pertaining to a specific job are accumulated.
L.O. Job:	Life of job.
N/A:	Not applicable.

Nevada Sta.:	Statutes of Nevada.
N/V:	No value.
O.L.S.:	Office of Labor Secretary.
Resolved:	Until litigation or other cause of action has been resolved.
Retention C.:	Retention copy - Refer to retention period columns.
Retention Copy:	The copy of the record to be retained in the Records Retention Center if applicable.
Retention Period:	Length of time record to be retained.
S.S.S.:	See shop schedule - Last page of master record retention schedule.
Various States:	Various state regulations.
W.A.C.:	Washington Administrative Code.
Wash. E.T.L.:	Washington Excise Tax Laws.
While Current:	Until next edition of the report is published.
While Useful:	An informative record, normally having a short useful life.
Workpapers:	An accounting file containing financial statements, computations, summarizations and other substantiating documents used in preparing financial statements.
W.P.P.D.A.:	Welfare Pension Plan Disclosure Act.
Year:	Calendar year - January 1 thru December 31.

OWNERSHIP OF RECORDS

OBJECTIVE

The Records Retention Department has been mandated the responsibility for storing and safeguarding all company records entrusted to its care. This does not constitute a transfer of ownership of the records; it is a transfer of custodial responsibility only. As ownership of the records remains with the transferring department, this department must continue to perform certain ownership duties.

GUIDELINES

1. Preparing records for transfer in accordance to Records Retention Department guidelines.

   A. Completeness of records.

   B. Satisfactory condition of records.

   C. Identification of records.

2. Approving certificates of disposal.

CONFIDENTIALITY OF RECORDS

OBJECTIVE

The function of accumulation and storage of records will, by necessity, bring to the Records Retention Department records, files, and ledgers of a highly confidential nature. It is the responsibility of the Records Retention Department to protect this confidentiality.

GUIDELINES

1. Unauthorized personnel will not be allowed in the records storage area.

2. Records will not be issued to any individual not authorized to have access to these records prior to their arrival at the Records Retention Department.

3. All information gleaned from these records and files by Records Retention Department employees in the performance of their duties shall be kept strictly confidential.

CONDITION OF ACCEPTED RECORDS

OBJECTIVE

The condition and completeness of records accepted for storage at the Records Retention Center will have a direct proportional effect on the quality of information available for retrieval. In order to protect the integrity of the Records Retention Center, records which are not in accordance with the following guidelines will not be accepted.

GUIDELINES

1. All records will be inspected by a representative of the Records Retention Department for acceptability prior to their movement into the Records Retention Center.

2. All files, cartons, storage boxes or other storage containers will be identified as follows:

   A. Transferring department.

   B. Company.

   C. Record type.

   D. Period of time covered by record.

   E. Other identification, job number, etc.

3. The individual pages of all files, folders, ledgers and journals will be bound in a manner which insures such records against accidental loss.

4. Computer printout files will be inspected by the transferring department to insure all time periods, pages, and documents are as described on the label.

5. Accounts payable paid invoices will be presented by company, filed alphabetically in manila folders.

   A. Each company's files will be identified by a color assigned only to that company.

   B. A file folder will be no more than one inch thick.

   C. A large accounts payable file filed by vendor by month will be broken down by:

      (1) Vendor.

      (2) Vendor number.

      (3) Fiscal year.

      (4) Month.

      (5) Folder number within total number of folders.

D. A large accounts payable file, filed by vendor by year will be broken down by:

(1) Vendor.

(2) Vendor number.

(3) Fiscal year.

(4) Folder number within total number of folders.

6. Job folders will be submitted by company, department and in job number sequential order. If a job number is missing a memo folder will be inserted in its sequential position and the missing number will be noted on the identification label. When the missing folder is located it will be transmitted to the Records Retention Center for filing.

7. Sales order approvals, and invoice approvals, will be submitted by company, division, and in month, date order.

8. Financial statements, financial workpapers, standard journals, and journal vouchers will be filed by company. Each folder will contain records for one fiscal year.

9. General ledgers, cash receipts legers, and cash disbursements ledgers must be carefully inspected for conformity to items #2 and #3 above.

10. Material issues will be submitted by company by month.

11. Time cards will be submitted by company by month.

12. Fixed asset paid vouchers and all costs incurred for the acquisition of fixed assets, either purchased or manufactured, shall be accumulated by company by year. Due to the length of retention period for these items special attention must be given to the binding of these files.

13. Tax files submitted to the Records Retention Center must be identified by federal, state, county or city taxing authority and in accordance with Item #2 above.

14. Cancelled checks, both payroll and general, will be submitted in bankers boxes or equivalent.

15. Bank reconiliations, accounts receivable, accounts payable and other reconciliations will be correctly identified and bound.

16. Other miscellaneous files and records will be accurately identified and securely bound.

ACCEPTANCE AND IDENTIFICATION OF RECORDS

OBJECTIVE

The prime responsibility of the Records Retention Center is the storage, retrieval and disposal of records. To perform this responsibility in the most efficient manner it is imperative that all records received at the Records Retention Center be identified in a uniform manner.

GUIDELINES

1. Before acceptance at the Records Retention Center all files will be identified as follows.

   A. Sending department.

   B. Company.

   C. Record type.

   D. Period of time covered by record.

   E. Other identification, job number, etc.

2. Immediately upon acceptance of records at the Records Retention Center a label will be applied to each file containing the following additional identification.

   A. Date received.

   B. Document locater identification.

   C. Disposal date. This will conform to the records retention schedule for the specific record type.

SPECIAL HANDLING

OBJECTIVE

For various reasons it will occassionally be necessary to accept items at the Records Retention Center which are not in accordance with the objectives, guidelines or records retention schedules. As outlined in the Records Department Manual, these reasons may be, but are not limited to, items subject to litigation, special tax problems, or similar special circumstances.

GUIDELINES

1. Any department may request special handling for a particular record file. This request will be in written form containing:

   A. Date.

   B. Department.

   C. Itemized list of records for special handling.

   D. Definition why special handling is necessary.

   E. Signature of person requesting status.

   F. Records Retention Department approval.

2. Records approved for special handling which are not in the Records Retention Center will be submitted by the requesting department with:

   A. Approved Special Handling form.

   B. Identification per guideline #1C above.

3. Records approved for special handling which are in the Records Retention Center will be accumulated by the Records Retention Center clerk. This will be in accordance with guideline #1C above. There will also be:

   A. Approved Special Handling form.

   B. Properly itemized list of records.

4. A specific area of the Records Retention Center will be designated for special handling storage only.

5. Records designated special handling will be released only to the individual requesting special handling status.

6. At the conclusion of the circumstances requiring special handling, a Special Handling Release form will be obtained by the Records Retention Center. This will include:

   A. Date.

B. Department.

C. Itemized list of records released from special handling.

D. Statement that records are being released from special handling.

E. Signature of individual originally requesting special handling.

7. If the records are within their records retention period per the records retention schedule, they will be filed as regular records within the Records Retention Center.

8. If records are beyond their records retention period, a Disposal Certificate will be prepared and the records handled accordingly.

REMOVAL OF RECORDS AND REQUESTS FOR INFORMATION

OBJECTIVE

Documentation must be prepared for all requests and records requested from the Records Retention Center. A direct indicator of the importance of a record is in the frequency it is requested. However, the most infrequently requested record must be as carefully controlled as the most frequently requested record.

GUIDELINES

1. A log will be prepared for all records requested whether they are to be examined on the premises or removed from the Records Retention Center. Log data will include:

   A. Date requested.

   B. Individual making request.

   C. Department.

   D. Date of record.

   E. Record type.

   F. Specific record.

2. If a record is to be removed from the Records Retention Center, an authorized Records Removal Form must be prepared identifying:

   A. Date released.

   B. Individual released to.

   C. Department.

   D. Date of record.

   E. Record type.

   F. Specific record.

   G. Date returned.

3. The Records Requested Log and the authorized Records Removal Form will be filed in the Records Retention Center for a period not to exceed six (6) years. These logs and forms may be disposed of at the end of six (6) years on authority of the Records Retention Center clerk. No record of disposal will be necessary.

INDIVIDUAL LONG TERM RETENTION OF RECORDS

OBJECTIVE

It will occasionally be necessary for a record to be held outside the Records Retention Center for a substantial period of time. If a record has not been returned to the Records Retention Center within one (1) calendar month a Records Removal Extension of Time form must be obtained.

GUIDELINES

1. The Records Removal Extension of Time form will be prepared in duplicate and contain the following information.

   A. Issuing date.

   B. Date of extended retention time.

   C. Individual retaining record.

   D. Department.

   E. Date of record.

   F. Record type.

   G. Specific record.

   H. Assurance that individual has personal possession of record and record is in good condition.

   I. Signature line.

2. The original will be transmitted for signature to individual retaining record and then returned to the Records Retention Center. A copy will be retained as a memo until the original is returned to the Records Retention Center. At this time the copy will be disposed of.

3. The signed copy of the Records Removal Extension of Time form will be attached to the original Authorized Records Removal form.

4. The maximum extension of time per each Records Removal Extension of Time form will be one (1) calendar month.

5. The maximum number of extensions will be three (3).

6. The Authorized Records Removal form and attached Records Removal Extension of Time form(s) will be filed in the Records Retention Center for a period not to exceed six (6) years. These forms may be disposed of at the end of six (6) years on authority of the Records Retention Center clerk. No record of disposal will be necessary.

LOST RECORDS

OBJECTIVE

In the event a record has not been returned to the Records Retention Center it will be necessary to either recover the record or identify and document it as lost.

GUIDELINES

1. A request must be made to the individual in possession of the record for its return to the Records Retention Center. This request will be made by:

   A. Telephone calls.

   B. Personal contacts.

2. If the record cannot be located a Lost Document form will be prepared. This document will consist of:

   A. Department.

   B. Date of record.

   C. Record type.

   D. Specific record.

   E. General statement of loss.

   F. Signature of individual responsible for record.

   G. Date signed.

3. This form will be attached to other documents pertaining to this record.

   A. Authorized Record form.

   B. Records Removal Extension of Time form.

4. A file will be prepared, containing items #3A & #3B above. It will be filed as if the original record was being refiled.

DEPARTMENTAL DISPOSAL OF RECORDS

OBJECTIVE

A large volume of records will never come within the physical jurisdiction of the Records Retention Center. This record type has been assigned an intra-department records retention period and must be disposed of in an orderly manner. Each department head will assign the responsibility of this function to a specific individual.

GUIDELINES

1. The name of the individual will be furnished to the Records Retention Department.

2. The individual will serve as an agent of the Records Retention Department with full authority and responsibility for management of their department's records retention schedules.

3. Outdated records will be sorted into two (2) groups:

   A. Computer generated reports
   B. All others.

   These may be disposed of at any time in the most convenient manner. No disposal record will be necessary.

4. Computer generated reports will be accumulated until the last week of each calendar quarter. At this time they will be picked up by a recycling company designated by the company. No disposal record will be necessary.

RECORDS RETENTION CENTER DISPOSAL OF RECORDS

OBJECTIVE

All records having reached the end of their legal, regulatory or corporate life, in accordance with the records retention schedule, must be disposed of in an orderly manner.

GUIDELINES

1. Records will be disposed of four (4) times yearly. This will be done on calendar quarters. Records whose disposal date falls within a calendar quarter will be disposed of in the last week of that quarter.

2. Outdated records will be disposed of by sale to a recycling company - Sunmark Data Inc.

3. A disposal certificate will be prepared containing the following information.

   A. Dates of records to be disposed.

   B. Type of records.

   C. Period of time covered by records.

   D. Quantity of records.

   E. Other identification, job numbers, etc.

   F. Approvals.

   G. Date of disposal.

4. Each disposal certificate must be approved by the head of the department owning the records and the Records Retention Manager.

5. The disposal certificate will be signed and dated by the records retention clerk on the date the records are actually disposed.

6. The disposal certificate will be filed in the Records Retention Center for a period not to exceed six (6) years. This certificate may be disposed of at the end of six (6) years on authority of the Records Retention Center clerk. No record of disposal will be necessary.

MAINTENANCE OF RECORDS RETENTION SCHEDULES AND PROCEDURES

OBJECTIVE

An essential function of the Records Retention Department is the continuing maintenance of the records retention schedule and procedures. It is necessary to the proficiency of the records retention program that a continuing effort be maintained to identify new laws or regulations and changes in the company's method of operations that would effect the legal position of the retention schedule. The following are the minimal requirements for successful maintenance of the records retention schedule.

GUIDELINES

1. A close communication must be maintained between the Data Processing Department and the Records Retention Department. The Records Retention Department must be aware of all functional changes in the Data Processing Department which would affect the efficiency of the Records Department.

2. A continuing effort will be made to increase the library of legal requirements, governmental rules or regulations, and any other information important to the accuracy of the records retention schedule.

3. An interview will be conducted with each department head to verify the accuracy of the reports shown as received by his department and to identify any new reports being received by that department. This will be done during January of each year.

4. The retention schedule will be verified to computer reports D1S 030 Report Distribution and D1S 050 Usage Evaluation. The records retention schedule and computer generated reports section will be corrected to agree with computer reports D1S 030 and D1S 050. This will be done during January of each year.

5. A review of the Retention Department's procedures will be conducted yearly and all necessary changes made. This will be done during January of each year.

6. A revised records retention schedule will be made each year with appropriate distribution. This will be done during January of each year.

HOUSEKEEPING

OBJECTIVES

The Records Retention Department must at all times maintain all records, files and other media in a clean, orderly and efficient manner. A clean and orderly Department imparts confidence to others, and to us pride in our organization.

GUIDELINES

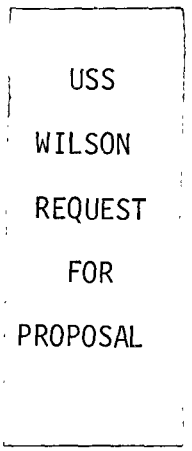
1. When records have been physically removed from the Records Retention Center and returned, they must be refiled immediately.

2. Records removed from the files for examination on the premises will be refiled immediately upon completion of the examination.

3. Aisles will be clear at all times.

4. New records received at the Records Retention Center will be labeled and filed within a period of two (2) working days.

5. All inter-department records will be current and kept filed at all times.


USS
WILSON
REQUEST
FOR
PROPOSAL

SN
9-15-86

Henry B. Wilson
Contract Settlement
Change Order Profit

QUESTIONS TO ANSWER:

- Did NMIW sign a "contractor's statement of release" on change orders?

COMMENTS FROM REVIEW OF CONTRACT:

- H-17 'Changes': The contracting officer may make changes in the contract. The contractor has 10 days to request equitable adjustment for such changes.

- H-20 Change proposals shall Contracting officer may propose changes w/ in general scope of contract. The contractor has 20 days, or agreed upon time, to respond with change proposal costs, delay, etc.

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INFORMATION TO OFFERORS OR QUOTERS	SOLICITATION NUMBER [ ] ADVERTISED (IFB) [X] NEGOTIATED (RFP) [ ] NEGOTIATED (RFQ)

ISSUING OFFICE (Complete mailing address including Zip Code)

NAVAL SEA SYSTEMS COMMAND
DEPARTMENT OF THE NAVY
WASHINGTON, D. C. 20362 Attn: 0285

ITEM(s) TO BE PURCHASED (Brief description)

Repair and Overhaul of USS HENRY B. WILSON (DDG 7)

THIS PROCUREMENT IS:

[X] UNRESTRICTED [ ] SET-ASIDE (This is a ___ % set-aside for [ ] Small Business, [ ] Labor Surplus Area Concerns or [ ] Combined Small Business/Labor Surplus Area Concerns)(See Section L)

[X] OTHERWISE RESTRICTED West Coast

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the paragraph of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals"

THE ENVELOPE USED IN SUBMITTING YOUR REPLY MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

***Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments).* The penalty for making false statements is prescribed in 18 U.S.C. 1001.**

ADDITIONAL INFORMATION

1. It is anticipated that a Cost Plus Fixed Fee Contract will be awarded as a result of this solicitation, however, the Government reserves the right to award any type of contract that is in the best interest of the Government.

2. The Government reserves the right to award a contract without discussion of any of the offers received. (See Clause L-10(g)).

3. Offerors are hereby cautioned that any procurement action resulting from a response to this request for proposal is contingent upon the availability of funds being sought by the Navy. (See Clause I-3).

4. Offeror is requested to complete the following clauses if applicable:
   a. SF 33, Blocks 16, 17, 18, 19 and 20 on page 1.

FURNISH QUOTATION ON THIS PROCUREMENT WHEN OR CALL

NAME AND ADDRESS	TELEPHONE (Area Code, No. & Ext.)	NO COLLECT CALLS

DD FORM 1707 1 FEB 76

REPLACES DD FORMS 1707 AND 1707, WHICH ARE OBSOLETE

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b. SF 33, Representations, Certifications and Acknowledgement, Items 1, 2, 3, 4, 5, 6, and 7(a).
c. SF 33, Certifications, Item 1.
d. Section B
e. Section F, Clause F-1
f. Section G, Clause G-3
g. Section I, Clause I-71
h. Section K, All applicable clauses

Copies of the available Government Furnished Information (GFI) cited in the specifications listed in Section J may be obtained from the Supervisor of Shipbuilding, Boston, at the address shown below:

Supervisor of Shipbuilding,
Conversion & Repair, USN
666 Summer Street, Boston, MA 02210
(617) 542-6000

For information on this procurement write or call:

LCDR J. F. Ryan
Naval Sea Systems Command
Code 0285
Washington, D.C. 20362
202-692-3107

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NWMAR138906

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO		WE DO NOT. DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

OFFICE STAMP HERE

TO: Naval Sea Systems Command - SEA 0285
Department of the Navy
Washington, D.C. 20362

SOLICITATION NO. N00024-82-R-8503

DATE AND LOCAL TIME _____

(reverse of DD 1707)

N00024-82-R-8503

SOLICITATION, OFFER AND AWARD

1 CONTRACT (Proc. Inst. Ident.) NO.	2 SOLICITATION NO	3 TYPE OF SOLICITATION	4 PAGE OF PAGES
	N00024-82-R-8503 ☐ ADVERTISED (IFB) ☒ NEGOTIATED (RFP)	3 CERTIFIED FOR NATIONAL DEFENSE UNDER DMSA REG 2 AND/OR DMS REG 1 RATING DO-A3	1 150
	5 DATE ISSUED	6 REQUISITION/PURCHASE REQUEST NO N00024-82-PR-93324	

7 ISSUED BY: Naval Sea Systems Command CODE
Department of the Navy
Washington, D.C. 20362
Buyer/Symobl: LCDR J. F. Ryan
Phone: Area Code 202-692-3107 SEA 0285

8 ADDRESS OFFER TO (If other than Item 7):
Supervisor of Shipbuilding,
Conversion and Repair, USN
Naval Station Box 119
San Diego, CA 92136 ATTN: Code 400

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and only (1) signed copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Block 8 until 2:00 p.m. (Hour) local time 04 Feburary 1982 (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION — LATE OFFERS: See para. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, _____ edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, Rev 1-78 edition, which is attached or incorporated herein by reference.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

(Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) ▶ LCDR J. F. Ryan (202) 692-3107

TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE
		PART I - THE SCHEDULE	
X	A	Contract Form	
X	B	Supplies or Services & Prices	
X	C	Description/Specifications	
X	D	Packaging and Marking	
X	E	Inspection and Acceptance	14
X	F	Deliveries or Performance	16
X	G	Contract Administration Data	17
X	H	Special Provisions	18
		PART II - GENERAL PROVISIONS	
X	I	General Provisions	
		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	J	List of Documents, Exhibits and Other Attachments	
		PART IV - GENERAL INSTRUCTIONS	
X	K	Representations, Certifications and Other Statements of Offeror	
X	L	Instructions, and Conditions and Notices to Offerors	
X	M	Evaluation Factors for Award	

OFFER (must be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

10. DISCOUNT FOR PROMPT PAYMENT (See par. 5 SF 33-A)
___ % 10 CALENDAR DAYS ___ % 20 CALENDAR DAYS ___ % 30 CALENDAR DAYS ___ ___ CALENDAR DAYS

11. OFFEROR	CODE	FACILITY CODE	12 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
NAME AND ADDRESS (Street, city, county, State and ZIP code)			13 SIGNATURE / 14 OFFER DATE
AREA CODE AND TELEPHONE NO. ▶			

☐ Check if remittance address is different from above — enter such address in Schedule

AWARD (To be completed by Government)

15 ACCEPTED AS TO ITEMS NUMBERED	16 AMOUNT	17 ACCOUNTING AND APPROPRIATION DATA
18 SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK ___		19 NEGOTIATED PURSUANT TO 10 U.S.C. 2304(a)( ) / 41 U.S.C. 253(c)( )
20 ADMINISTERED BY (If other than Item 7) CODE		21 PAYMENT WILL BE MADE BY CODE
22 NAME OF CONTRACTING OFFICER (Type or print)	23. UNITED STATES OF AMERICA BY (Signature of contracting officer)	24 AWARD DATE

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

33-130 Standard Form 33 Part 1 (REV. 3-77)
Prescribed by GSA FPR (41 CFR) 1-16.101

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REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

REPRESENTATIONS *(Check or complete all applicable boxes or blocks.)*
The offeror represents as part of his offer that:

1. SMALL BUSINESS *(See par. 14 on SF 33-A.)*

He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

He ☐ is, ☐ is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. REGULAR DEALER – MANUFACTURER *(Applicable only to supply contracts exceeding $10,000.)*

He is a ☐ regular dealer in ☐ manufacturer of, the supplies offered.

4. CONTINGENT FEE *(See par. 15 on SF 33-A.)*

(a) He ☐ has, ☐ has not, employed or retained any company or persons *(other than a full-time bona fide employee working solely for the offeror)* to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person *(other than a full-time bona fide employee working solely for the offeror)* any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. *(Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)*

5. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State of _____.

6. AFFILIATION AND IDENTIFYING DATA *(Applicable only to advertised solicitations.)*

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☐ is not, owned or controlled by a parent company. *(See par. 16 on SF 33-A.)*

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (Including ZIP code) ▶		
(c) EMPLOYER'S IDENTIFICATION NUMBER (See par. 17 on SF 33-A)	OFFEROR'S E.I. NO	PARENT COMPANY'S E.I. NO

7. EQUAL OPPORTUNITY

(a) He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. *(The above representation shall be completed by each bidder (or offeror) whose bid (offer) is $50,000 or more and who has 50 or more employees.)*

CERTIFICATIONS *(Check or complete all applicable boxes or blocks)*

1. BUY AMERICAN CERTIFICATE

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the *clause* entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

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2. CLEAN AIR AND WATER *(Applicable if the bid or offer exceeds $100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)*

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☐ has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION *(See par. 18 on SF 33-A)*

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. CERTIFICATION OF NONSEGREGATED FACILITIES *(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)*

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Standard Form 33 Page 3 (REV 3-77

SI040570
NWMAR138910

PART I - THE SCHEDULE

SECTION B - SUPPLIES/SERVICES AND PRICES

ITEM	SUPPLIES/SERVICES	
0001	Overhaul, Repair, and Modernization of USS HENRY B. WILSON (DDG 7)	COST $_____ PRICE $_____
0001AA Nav	USS HENRY B. WILSON Berthing and Messing funds	COST $_____ FEE $_____
0001AB Tyc	USS HENRY B. WILSON Routine Repairs "D" and "F" Alts	COST $_____ FEE $_____
0001AC Nav	USS HENRY B. WILSON Title "K" ShipAlts	COST $_____ FEE $_____
0001AD Nav	USS HENRY B. WILSON Ship Selected Record (SSR) update	COST $_____ FEE $_____
0001AE Nav	USS HENRY B. WILSON ORDALTS	COST $_____ FEE $_____
0002	Submit data for Item 0001 (See DD Form 1423, exhibit A hereto) (Cost included in total estimated cost of Item 0001).	

Total Estimated Cost $_____
Total Fixed Fee $_____
Total Estimated Cost Plus Fixed Fee $_____

Facilities Capital Cost of Money $_____

The Government will make payments on account for the fixed fee equal to _____ percent ( ) of the amounts invoiced by the Contractor and payable for the work performed in accordance with the clause of the General Provisions entitled "ALLOWABLE COST, FIXED FEE, AND PAYMENT."

SI040571
NWMAR138911

SECTION C - DESCRIPTION/SPECIFICATION

The Contractor, under the direction of the ~~Supervisor of~~ Shipbuilding, Conversion and Repair, USN (hereinafter referred to as the "Supervisor"), and as an independent Contractor and not as an agent of the Government, shall furnish the materials, services, and facilities (except those furnished by the Government under express provisions of this contract) necessary for the performance of the following tasks.

1.0 GENERAL

The requirement of this contract is for the Contractor to accomplish the repair and alteration of the vessel listed under Section F in accordance with the work item specifications, drawings, test procedures and other detailed data provided by the Government under Section J. The Contractor will, if necessary, be required to perform the development of specifications, drawings, and other work necessary for any supplemental or emergent work which is identified. The Contractor cannot modify the basic design features of the engineering data provided in Section J. If modifications are deemed necessary by the Contractor, the Contractor shall follow the Engineering Change Proposals and Request for Deviations and Waivers procedures (Section J, Exhibit A). The detailed data provided by the Government under Section J shall be used by the Contractor as the basic specification work package for the repair and alteration of the vessel.

In connection with the preparation of proposals on supplemental work packages the Contractor will be required, if necessary, to develop supplementary specifications for new work items. These specifications shall be written in similar format to the basic specifications describing the additional work to be accomplished as defined by the Supervisor supported by OPNAV Form 4700/2K's, 2L drawings, SARP line item specifications and other commonly used documentation.

During the course of the vessel production performance period the Supervisor may authorize the Contractor to perform emergent work of a mandatory or essential nature that would adversely effect the ship's mission or present an unsafe condition if not performed. Work item specifications may or may not be utilized. If utilized, specifications may be provided by the Supervisor or developed by the Contractor in accordance with the requirements of paragraph 1.2 below.

ITEM 0001

1.1 SCOPE OF WORK

The Contractor shall perform planning, documentation, engineering, procurement, fabrication and preliminary shipyard work and/or work necessary to prepare for and accomplish the alterations, repairs, maintenance, and routine work in the vessel as specified, including the following:

SI040572
NWMAR138912

a. Accomplish planning and scheduling to ensure a rational, integrated and timely plan for procurement and installation of Contractor Furnished Material, receipt, storage and installation of Government Furnished Material as identified in attachment J-1, accomplishment of production work, tests and trials to meet the required contract delivery date. The Scheduling Plan and Associated Integrated Systems shall be used to measure schedule performance of the functions and elements required to successfully complete the alteration and repair of the vessel within the availability dates specified in Section F.

b. Provide Progress Measurement Systems to permit the determination of the physical progress of completed work for each of the elements in the scheduling plan including material, manpower, production, tests and trials. The progressing system shall permit a direct comparison of the physical progress of completed work for each of the elements in the scheduling system of the planned performance measurement baseline for each of the elements in the scheduling system.

c. Establish management procedures and systems to identify behind schedule conditions and unfavorable schedule variances, using the scheduling system performance measurement baseline and the progressive measuring systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

d. Apply stringent change control procedures to ensure timely identification and incorporation of emergent work.

e. Submit a docking/undocking plan in accordance with NAVSHIPS Technical Manual Chapter 997.

f. Submit a preliminary time and Class F cost estimate for accomplishment of supplemental work within ten days of work item identification in the following format:

Item No.	Time Required Calendar Days	Estimated Cost Preliminary

g. Prepare and submit in definitive form, a proposal for accomplishment of supplemental work. The proposal shall be submitted within twenty working days of work item identification and shall include:

(1) Definitive scope of work;

(2) Work item specifications;

(3) Time phased schedule of activities and events including equipment systems test and checkout;

(4) List of the amount and kinds of data to be delivered, suitable for inclusion in Form DD-1423 (costs to be included in total contract cost);

SI040573
NWMAR138913

(5) A detailed cost breakdown for each category of work listed below, by specification item number (per pg) identifying for each alteration, repair, routine, etc., in each category the separate costs for design, material, production and other costs:

(a) K Alterations

(b) D Alterations

(c) Repairs

(d) OrdAlts

(e) Services not directly charged to any of the other categories.

h. Prepare and submit in definitive form a proposal for accomplishment of emergent work identified after the start of the vessel production performance. This proposal shall be submitted within ten working days after work identification and shall include the information stated under paragraph f. above.

i. Planning and Design for K-ShipAlts 606, 608 and 593 plus ORDALTS are being accomplished by the Navy. (For proposal purposes see Attachment 1 to Section L paragraph 3.2.1 and Attachment 2 to Section L.)

j. The Navy intends that all supplemental and emergent work authorized for the repair and alteration of the vessel be compatible with the duration of the scheduled production performance periods. The Contractor agrees, therefore, to inform the Supervisor as soon as practicable, but no later than as specified in paragraphs f. and g. of this section, if it appears that any work item or sum of work items will require a longer period.

1.2 WORK SPECIFICATIONS

a. If work specifications are required due to supplemental or emergent work item identification, accomplishment of contractor developed work item specifications will be at the option of the supervisor. If tasked by the supervisor, contractor work specifications shall be based upon the GFM, the set of BACDs, SADs and other data derived from shipchecks and/or provided by the Supervisor. The Supplemental Specifications will be prepared using the Standard Items (SI), Standard Work Items (SWI) and the format of Appendix 2-I of NAVSEA 0900-LP-079-5010 which are in effect on the date of specification submission to the Supervisor for acceptance. Specifications; created by the Contractor or reapplied from previous efforts, shall be examined prior to submission to ensure applicablity and compliance with requirements specified herein. In preparing the specifications and performance of the work, it is mandatory that the open and inspect items be eliminated to the greatest extent possible.

b. All required engineering and drafting modification to drawings and illustrative material shall be prepared to interpret and define the repair and alterations to the ships. New drawings shall be prepared in accordance with

SI040574
NWMAR138914

DOD-D-1000B. Drawings shall be rendered so as to be reproducable in mylar or equivalent.

c. The following documents, as well as applicable current instructions, general specifications, type plans, Naval ship technical manuals and directives from the Naval Sea Systems Command, shall be used in the technical requirements of work under the contract:

MILITARY STANDARDS

MIL-STD-100B	Engineering Drawing Practices
MIL-STD-784B	Damage Control Books for Surface Ships, Revision of
MIL-STD-881	Work Breakdown Structures for Defense Material Items
MIL-STD-1552	Provisioning Technical Documentation, Uniform Department of Defense Requirements for
MIL-STD-1561	Provisioning Procedures, Uniform Department of Defense
MIL-STD-1625A	Docking Facilities Safety Certification Criteria for Docking U.S. NAVY Ships
DOD-D-1000B	Drawings, Engineering and Associated Lists
MIL-D-5480E	Data Engineering and Technical, Reproduction Requirements for
MIL-M-9851/1 (1)	Microfilming of Engineering Documents, 35MM, for Naval Ship Systems
MIL-M-9868D	Microfilming of Engineering Documents, 35MM, Requirements for
MIL-M-15071H	Manuals, Technical, Equipments and Systems, Content Requirements for
MIL-M-38784	Manuals, Technical: General Stype and Format Requirements

NAVAL INSTRUCTIONS

NAVSEA 0900-LP-060-0210	NAVSHIPS Directed Ship Modernization Design Services Allocation Manual
NAVSEA 0900-LP-079-5010	Ship Repair Contracting Manual, Appendix 2-I
NAVSEA 4790.14	Pre-Arrival Conference Planning and Ship Departure Reporting; Revised Procedures for SUPSHIPS
OPNAV 9020.6	Establishment of Standards in Shipboard Command and Control Spaces; Policies and Procedures for
INSURV 9080.2	Trials and Associated Inspections of Surface Ships
S-9086-7G-STM-0000	NAVSHIPS Technical Manual Chapter 997, Docking Instructions and Routine Work in Drydocks

1.3 PERFORMANCE

a. Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the Contractor for technical accuracy and compliance with the provisions of specifications and assignments to such an extent that checking and detailed review by the technical personnel of SUPSHIP will not be necessary. Any corrections to drawings or other work products found necessary due to error or omission of the Contractor shall be promptly accomplished by the Contractor.

SI040575
NWMAR138915

b. All drawings and other data to be furnished shall be reviewed and approved by the Contractor's Chief Design Engineer prior to delivery to the Supervisor. All drawings shall be delivered not later than 10 days prior to commencement of the individual work items.

c. All drawings and other data developed by the Contractor shall represent a practical engineering solution based on the best trade-off between total cost, reliability, maintainability, availability of material, labor skill and industrial capability, state of the art, and timely accomplishment of the task. The design will meet the requirement of the General Specifications for Ships and be presented on a format consistent with the requirements of the references and instructions in force on the start date of the work assignment. Maximum utilization of existing "Class" drawings and Navy Standard drawings will be made. Redrawing or tracing in whole or in part of the existing class or standard drawings will not be permitted unless specifically authorized in writing by the Supervisor.

d. The Contractor, when required, shall be responsible for producing interference free technically accurate drawings and shall be responsible for calling attention, orally and in writing, to interface and interference problems to the Supervisor.

1.4 ALTERATION AND REPAIR OF VESSELS

The Contractor shall perform the alteration and repair work on the vessel, including the following:

a. Provide the management, technical, procurement, production, tests, trials, quality assurance and facility resources necessary to accomplish repair and alteration of the vessel listed under Section F in accordance with the requirments stated in this section, the specifications (Attachment J-2) and the supplemental specifications written by the Contractor under Item 0001 within the availability time periods specified in Section F.

b. Apply approved quality assurance procedures as required by this contract and the associated specifications to ensure procured material and performed production work will achieve and maintain the required quality standards.

ITEM 0002

1.0 DATA FOR ITEM 0001

a. The Contract Data Requirements List (CDRL), DD Form 1423, attached as Exhibit "A", forms a part of the Schedule of this contract. The Contractor shall prepare and submit the data as specified in the CDRL. Throughout the Contract Data Requirements List and associated Data Item Descriptions, various data submissions require the use of 8" x 10 1/2" paper. In all such cases 8 1/2" x 11" standard commercial size paper may be substituted.

SI040576
NWMAR138916

b. The CRDL lists those ~~major data~~ items required by the contract work specifications. The Contractor shall notify the Supervisor in writing if data items required by the contract work specifications are not listed on the CDRL's.

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NWMAR138917

SECTION E - INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE

a. Work on all vessels under this contract shall be performed at the

_____
(NAME OF FACILITY)

_____
(STREET ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

b. The performance by the Contractor and the quality of the work completed, including services rendered shall be subject to inspection, review and final acceptance by the SUPSHIP or his duly authorized representative.

c. Item 0002. Inspection and acceptance of deliverable items under this contract shall be at destination(s) as shown on DD Form 1423, Exhibit A hereto.

d. The Inspection System which the Contractor is required to maintain, as provided in paragraph (a) of the clause of the General Provisions entitled "Inspection of Supplies and Correction of Defects," shall be in accordance with Military Specification MIL-I-45208A and NAVSEA Standard Item 009-04 unless otherwise specified in the specifications set forth in SECTION C hereof, except that whenever Military Specification MIL-I-45208 is required by such specifications, Military Specification MIL-I-45208A shall apply instead.

e. Inspection Facilities. The facilities to be provided pursuant to the clause entitled "Inspection of Supplies and Correction of Defects" shall be equal to those provided by the Contractor for his use for similar purposes, and shall include offices, drafting rooms, convenient parking facilities, equipment for reproduction of such items as plans, booklets, test memoranda and allowance lists, and telephones connected to the Contractor's and local telephone systems. Toll charges for calls placed by the Government shall be paid by the Government. In lieu of providing the

SI040578
NWMAR138918

reproduction equipment referred to above, the Contractor may provide reproduction services.

f. In accordance with paragraph (e) of the clause entitled "Inspection of Supplies and Correction of Defects" in the General Provisions, the Contractor shall make his records of all inspection work available to the Government for a period of six (6) months after completion of all work called for in the contract.

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NWMAR138919

SECTION F - DELIVERIES OR PERFORMANCE

F-1 EFFECTIVE DATE OF CONTRACT

The effective date of this contract is the date of contract award by the Government.

F-2 DELIVERY/REDELIVERY SCHEDULE FOR THE VESSELS

The Government agrees to deliver the vessel to the Contractor at the Contractor's plant on or about the following "Commencement Date". The Contractor agrees to redeliver the vessels no later than the following "Completion Date".

ITEM	VESSEL	PRODUCTION PERIOD COMMENCEMENT DATE	PRODUCTION PERIOD COMPLETION DATE
0001	USS HENRY B. WILSON (DDG 7)	17 MAY 82	20 May 83

The dates specified above represent the availability dates for the vessels.

F-3 DELIVERY SCHEDULE FOR DATA

The data provided by the Contractor under Item 0002 shall be delivered as specified on the Contract Data Requirements List, DD 1423, Exhibit A hereto.

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NWMAR138920

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION DATA

a. Work under this contract shall be under the cognizance of the Supervisor of Shipbuilding, Conversion and Repair, USN designated at the time of contract award.

b. The Contract Administration Office is the designated Supervisor of Shipbuilding, Conversion and Repair, USN.

G-2 CONTRACT ADMINISTRATION/PURCHASING OFFICE REPRESENTATIVE

a. Contract Administration Office Representative

NAME: (To be designated at contract award)
TELEPHONE NO:
ADDRESS:

b. Purchasing Office Representative

NAME: LCDR J. F. Ryan
TELEPHONE: (202) 692-3107
ADDRESS: NAVAL SEA SYSTEMS COMMAND
ATTN: SEA 0285
Washington, D.C. 20362

G-3 PAYMENT ADDRESS

Offerors shall indicate below the address to which payment should be mailed, if such address is different from that shown for the offeror.

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NWMAR138921

SECTION H: SPECIAL PROVISIONS

H-1 Prevention of the Discharge of Oil and Hazardous Substances (Cost Reimbursement)

H-2 Complete & Final Equitable Adjustments

H-3 Plant Protection

H-4 Government Surplus Property

H-5 Access to the Vessel(s)

H-6 Duplication of Data

H-7 Qualification of Contractor Non-Destructive Testing (NDT) Personnel

H-8 Department of Labor Occupational Saftey & Health Standards for Ship Repairing

H-9 Discharge of Liens

H-10 *** DELETED ***

H-11 Identification of Restricted Rights Computer Software

H-12 *** DELETED ***

H-13 Production Progress Reports

H-14 Additional Provisions Relating to Government Property

H-15 Stop Work Order

H-16 Additional Provisions Relating to Correction of Defects

H-17 Changes

H-18 Protection of the Vessel

H-19 Tests & Trials

H-20 Change Proposals

H-21 Documentation of Requests for Equitable Adjustment

SI040582
NWMAR138922

H-22 Order of Precedence

H-23 Cost of Money for Facilities Capital Allowability

H-24 Government Furnished Material

H-25 Incorporation of Subcontracting Plan for Small and Small Disadvantaged Business Concerns

H-26 Tug and Pilot Services

H-27 Substitution of Personnel

H-28 Segregation of Costs

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NWMAR138923

SECTION H

H-1 PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES (COST-REIMBURSEMENT)

(a) Policy. In compliance with Executive Order Number 117552 (38 F.R. 34793), the policy of the Department of the Navy is to conform to the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1252 et seq), and the Oil Pollution Control Act, as amended (33 U.S.C. 1001 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to Naval vessels and shore activities. The provisions of this clause are intended to implement that policy with respect to the vessel(s) being constructed or undergoing repair and overhaul under this contract.

(b) Definitions. For the purposes of this clause, the terms "oil", "oily mixtures", "hazardous substance", and "discharge" shall have the meanings as defined in the Acts referred to in paragraph (a) of this clause.

(c) Trials. Prior to commencement of any dock or sea trials hereunder, the Contractor shall assure the Supervisor by means of demonstrations, completed test memoranda, or other means reasonably acceptable to the Supervisor that the equipment installed in the vessel, as required by the specifications, which are necessary for the prevention of accidental discharges of oil, oily mixtures or hazardous substances from said vessel(s), are fully operable.

(d) Reports. The Contractor shall, as soon as he has knowledge of any discharge of oil, oily substance or hazardous substance from said vessel(s), immediately notify the Supervisor thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24 hours thereafter, the Contractor shall file with the Supervisor the "Oil or Hazardous Substance Discharge Report" set out in the DD Form 1423 attached hereto.

(e) Liability. The Contractor shall not be liable for the costs incurred by the Government for the removal of such oil, oily mixture or hazardous substance, except that the Contractor shall be liable to the Government for all such costs or removal where such discharge was the result of willful negligence or willful misconduct within the privity and knowledge of the Contractor.

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NWMAR138924

H-2 COMPLETE AND FINAL EQUITABLE ADJUSTMENTS (NAVSEA 1975)

Whenever the Contractor submits any claim for an equitable adjustment to any fact or circumstance regarded as a change order, whether formal or "constructive", under the "Changes" or any other clause of this contract, such claim shall include all adjustments (including but not limited to adjustments arising out of delays or disruptions or both caused by such change order) of which the Contractor is entitled under the provisions of this contract. The foregoing requirement shall not preclude the Contractor from revising or resubmitting the aforesaid claim prior to agreement upon the equitable adjustment for the change order. However, upon the execution of the supplemental agreement setting forth the equitable adjustment for such change order, then, except as the parties may otherwise expressly agree in the aforesaid supplemental agreement, the Contractor shall waive any right under the "Changes" clause or any other clause of this contract to further equitable adjustments attributable to such facts or circumstances giving rise to the aforesaid claim, and, in any event, such right shall be deemed to have been so waived.

H-3 PLANT PROTECTION (1953 SEP) (NAVSEA)

(a) The Contractor shall provide for its plant and the work in process under this contract such safeguards, including personnel devices and equipment, as would constitute reasonable protection under peacetime conditions (in the light of the size of the plant and scope of its operations) against all hazards, including unauthoized entry, malicious mischief, theft, vandalism and fire.

(b) In addition to the foregoing precautions the Contractor shall provide such additional safeguards as may be required or approved by the Contracting Officer for the protection of its plant and the work in process under this contract against espionage, sabotage, and enemy action. The cost to the Contractor of all safeguards so required or approved shall, to the extent allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor had furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "Changes". Such cost shall not include any allowance on account of overhead expense, except shop overhaul charges incident to the construction or installation of such devices or equipment.

SI040585
NWMAR138925

(c) Upon payment by the Government of the cost to the Contractor of any device or equipment required or approved under paragraph (b) of this clause, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Department respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a fixture by reason of affixation to any realty not owned by the Government

H-4 GOVERNMENT SURPLUS PROPERTY (1966 JULY) (NAVSEA)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Provisions or (ii) is approved in writing by the Contracting Officer. Nothwithstanding any such identification in the Special Provisions or approval by the Contracting Officer, the Contractor agrees all items or components described in this clause shall comply in all respects with the specifications contained herein.

H-5 ACCESS TO THE VESSEL(s)

A reasonable number of officers, employees, and associates of the Government, or other prime contractors with the Government, and their subcontractors , shall as authorized by the Supervisor, have at all reasonable times, admission to the Plant, access to vessel(s) to perform and fulfill their respective obligations to the Government on a non-interference basis. The Contractor shall make reasonable arrangements with Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor, to be given admission to the Contractor's facilities and access to the vessel and to office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of their respective responsibilities involved, and reasonable to their performance. All such above personnel shall be required to comply with all Contractor rules and regulations governing personnel at its shipyard, including those relative to safety and security.

H-6 DUPLICATION OF DATA

The Contractor shall, without increase in fee, furnish to the Government and/or any third party or parties designated by the Government, copies of data which has been or is required to be furnished under this contract with unlimited rights.

H-7 QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL

The Contractor and any NDT subcontractor (as hereinafter defined) shall utilize for the performance of required non-

SI040586
NWMAR138926

destructive testing (which includes, but is not limited to, radiographic, magnetic particle, liquid penetrant, and ultrasonic inspections) only personnel who have been previously qualified and certified in accordance with MIL-STD-271E. The term "NDT subcontractor" is defined to be a first tier subcontractor performing NDT in conjunction with the production of materials, components, or equipments for the vessel.

H-8 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIRING

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Occupational Safety and Health Standards for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Worker's Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (29 CFR 1910, 13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock or marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

H-9 DISCHARGE OF LIENS

The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the Government, which at any time exists or arises in connection with work done or materials furnished under this contract with respect to the machinery, fittings, equipment or materials for any of the vessels. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged such lien or right at the expense of the Contractor. Any costs incurred by the Government in discharging or causing to be discharged such lieu or right shall be repaid by the Contractor to the Government and shall not be considered an allowable cost under this contract.

H-10 ***DELETED***

SI040587
NWMAR138927

H-11 IDENTIFICATION OF RESTRICTED RIGHTS COMPUTER SOFTWARE (1977 APR)

The offeror's attention is called to the requirements in the "Rights in Technical Data and Computer Software" clause that any restrictions on the Government concerning use or disclosure of computer software which was developed at private expense and is to be delivered under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. Therefore, the offeror is requested to identify in his proposal to the extent feasible any such computer software which was developed at private expense and upon the use of which he desires to negotiate restrictions, and to state the nature of the proposed restrictions. If no such computer software is identified, it will be assumed that all deliverable computer software will be subject to unlimited rights. (DAR 7-2003.76)

H-12 *** DELETED ***

H-13 PRODUCTION PROGRESS REPORTS

(a) The Contractor shall prepare and submit to the Contracting Officer Production Progress and Production Scheduling Reports in accordance with the instructions set forth elsewhere in this contract.

SI040588
NWMAR138928

(b) During any delay in furnishing a Production Progress or Production Scheduling Report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding $10,000 or five percent of the amount of this contract, whichever is less.

H-14 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY

(a) The Contracting Officer may increase the amount of material to be furnished under this contract and the contract shall be equitably adjusted in accordance with paragraph (b)(2) of the clause entitled, "Government Property (Cost-Reimbursement)" of the General Provisions.

(b) For purposes of paragraph (g) of the clause entitled "Government Property (Cost-Reimbursement)" in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

(1) the vessel
(2) the equipment on the vessel; and
(3) movable stores;
(4) cargo
(5) other material on the vessel

(c) For purposes of paragraph (d) of the clause entitled "Government Property (Cost Reimbursement)" of the General Provisions, notwithstanding any other provisions of this contract, the following shall not be considered Government Property:

(1) the vessel
(2) the equipment on the vessel; and
(3) movable stores
(4) other material on the vessel

H-15 STOP WORK ORDER (1971 APR)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of fifteen (15) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of fifteen (15) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the

SI040589
NWMAR138929

Contracting Officer shall either:

(i) cancel the stop work order, or

(ii) terminate the work covered by such order as provided in the "Termination" clause of the contract.

(b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:

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

(ii) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

(c) If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable cost resulting from the stop work order shall be allowed in arriving at the termination settlement.

(d) If a stop work order is not cancelled and the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.

H-16 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS

In case any work done or materials or supplies furnished by the Contractor, under this contract for any vessel, or the equipment thereof, shall within sixty (60) days of redelivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor

SI040590
NWMAR138930

to the satisfaction of the Contracting Officer; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, the Contractor's obligation under this clause to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, or to the date of final acceptance of the correction or repair, whichever occurs first. The Contractor shall be entitled to allowable costs for corrections or repairs performed in accordance with the clause but shall not be entitled to any additional fee for such work.

H-17 CHANGES

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following:

(i) drawings, designs, or specifications, where supplies to be furnished are to be specially manufactured for the Government in accordance therewith;

(ii) method of shipment or packing; and

(iii) place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made:

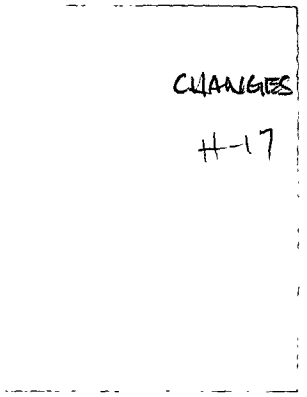
(i) in the estimated cost or delivery schedule, or both;

(ii) in the amount of any fixed fee to be paid to the Contractor; and

(iii) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within ten (10) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final

SI040591
NWMAR138931


CHANGES
#-17

payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, except as provided in paragraph (c) below, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance thereof, shall not be increased or deemed to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount alloted to the contract. Until such modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the clause of this contract entitled "Limitation of Cost" or "Limitation of Funds".

H-18 PROTECTION OF THE VESSEL

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done on a tank. The Contractor shall maintain fire watches aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit,

SI040593
NWMAR138933

the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such a manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the area in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

H-19 TESTS AND TRIALS

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials, to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials as required by the specifications.

H-20 CHANGE PROPOSALS

(a) The Contracting Officer, in addition to issuing changes under the clause of the Special Provisions entitled "Changes", may propose changes within the general scope of this contract, as set forth below. Within 20 days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit a scope of work, and plans and sketches for the proposed change, and his estimate of: (i) the cost, (ii) the weight and moment effect, (iii) the

SI040594
NWMAR138934

CHANGE PROPOSALS
H-20

effect on delivery date of the vessel, and (iv) the status of work on the ship affected by the proposed change. The proposed scope of and estimate of the cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. The Contractor's estimate referred to in this sub-paragraph shall be a firm offer for 30 days from and after the receipt thereof by the Contracting Officer having cognizance thereof; unless such period of time is extended by mutual consent. Within 30 days or such extended period of time from the date of receipt of the Contractor's estimate, the Contractor agrees to either (i) enter into a supplemental agreement covering the estimate as submitted or, (ii) if the estimate as submitted is not satisfactory to the Contracting Officer, begin negotiation at the request of the Contracting Officer in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall include an equitable adjustment for the preparatory work set forth above and shall cover estimated cost and fixed fee, scope, and all other necessary equitable adjustments.

(b) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with paragraph (a) above shall be considered an allowable cost in accordance with the Allowable Cost, Fixed Fee and Payment clause of this contract.

(c) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "Changes" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

H-21 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT

(a) For the purposes of this clause, the term "change" includes not only a change that is made pursuant to a written order that is designated as a "change order", but also (i) an engineering change proposed by the Government or by the Contractor and (ii) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

SI040596
NWMAR138936

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipments, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchase parts, components, and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interferences and inefficiencies in performing the change;

(5) Description of disruption attributable solely to the change, which description shall include the following information:

(A) Description of each element of disruption and exactly how work has been, or will be, disrupted;

(B) The calendar period of time during which disruption occurred, or will occur;

(C) Area(s) aboard ship where disruption occurred, or will occur;

SI040597
NWMAR138937

(D) Trade(s) disrupted, with a breakdown of manhours for each trade;

(E) Scheduling of trades before, during, and after the period of disruption;

(F) Description of measures taken to lessen the disruptive effect of the change.

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change.

(8) Supplementing the foregoing, a narrative statement of the direct causal relationship between any alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours, and pertinent indirect costs, estimated by the Contractor in preparing his initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" element.

(c) Each proposal submitted in support of a claim for equitable adjustment under any provision of this contract shall, in addition to the information required by paragraph (b) hereof, contain a duly executed DD Form 633 with respect to each individual claim item. The submitted DD Form 633 shall fully comply with all footnotes and instructions located on the reverse side thereof, as set forth in Appendix F of the Armed Services Procurement Regulation, Paragraph F-200.633-5, in effect on the date of this contract.

(d) It is recognized that individual claims for equitable adjustment may not comprehend all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in his proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to allocate the claimed increased costs, or delay in delivery, or both, as appropriate, as set forth in the DD Form 633, submitted pursuant to paragraph (c) of this clause, with the information submitted pursuant to paragraph (b) hereof.

SI040598
NWMAR138938

FCOM

H-23

"BASE FEE REDUCED BY FCOM"

(e) Each proposal submitted pursuant to this clause shall contain the following certification executed by the Contractor's general manager or other responsible senior official authorized to commit the company.

"The undersigned, being aware of the provisions of 18 U.S.C. Section 1001, hereby represents and certifies that to the best of his knowledge and belief:

(1) The contents of the foregoing proposal and its attachments have been thoroughly investigated by responsible company employees and officials for completeness and accuracy as to the facts, and that any judgmental statements and conclusions in the proposal and its attachments are clearly identified as such.

(2) The proposal either directly or by specific reference sets forth the information to be furnished pursuant to the "Documentation of Requests for Equitable Adjustment" clause of the contract to the full extent that such information is within custody of or available to the Contractor.

(3) On the basis of the foregoing review, he is satisfied with respect to each item that the adjustment claimed therefore reasonably and accurately represents the additional costs and/or time incurred or to be incurred by reason of the asserted Government act or omission."

H-22 ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this contract the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the Specifications); (b) Terms and Conditions of the Contract, if any,: (c) General Provisions; (d) other provisions of the contract, when attached or incorporated by reference; and (e) the Specifications.

H-23 ALLOWABILITY OF THE COST OF MONEY FOR FACILITIES CAPITAL

In accordance with DAR 3-808.2, unless the Cost of Money for Facilities Capital (FCOM) is set forth in Section B of this contract the FCOM will not be considered an allowable cost under DAR 15-205.50.

The base fee amount shall be reduced by the COST OF FACILITIES CAPITAL amount, in accordance with SECTION B of this contract.

H-24 GOVERNMENT FURNISHED MATERIAL

Government Furnished Material (GFM) cited in the solicitation will be furnished to the Contractor at his plant at Government expense.

SI040600
NWMAR138940

H-25 INCORPORATION OF SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The Contractor's Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns, is hereby incorporated into and made a material part of this contract.

H-26 TUG AND PILOT SERVICES

The Contractor shall be required to provide necessary tugs and pilot services to move the ship to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

H-27 SUBSTITUTION OF PERSONNEL

(a) The Contractor agrees to assign to the work under this contract those persons whose resumés were submitted with his proposal and who have been identified in the contractor's proposal as key personnel. No substitutions shall be made except in accordance with this clause.

(b) The Contractor agrees that during the first ninety (90) days of the contract performance period no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by Paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least ten (10) days, (thirty (30) day if security clearance is to be obtained), in advance of the proposed substitutions to the Contracting Officer, and provide information required by Paragraph (c) below.

(c) All requests for substitutions must provide detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed by him to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H-28 SEGREGATION OF COST

In the performance of this contract the Contractor shall segregate the costs of performance allocable to the contract at the sub-line item level. To the extent any cost (s) of performance cannot be identified to a sub-line item (s) the cost shall be deemed to be unallowable.

SI040601
NWMAR138941

H-29 COST/SCHEDULE CONTROL SYSTEM

The Contractor is required to apply Cost/Schedule Control System Procedures in accordance with the requirements stated in the Contract Data Requirements List (CDRL), Exhibit "A". The Work Breakdown Structure required by this contract shall be in accordance with MIL-STD-881. The Contractor's accounting system shall comply with the administration requirements of the particular type of contract as determined by the cognizant Defense Contract Audit Agency.

SI040603
NWMAR138943

PART II - GENERAL PROVISIONS

SECTION I - GENERAL PROVISIONS

The following clauses are hereby incorporated in this contract by reference with the same force and effect as if set forth in full.

All of the clauses incorporated by reference may be found in Section VII of the Defense Acquisition Regulation (DAR). Copies of the DAR may be purchased from the Superintendent, U.S. Government Printing Office, Washington, D.C. 20402.

Clause No.	Title and Date	DAR Source
I-1	DEFINITIONS (1979 MAR)	7-103.1
I-2 ✓	LIMITATION OF COST (1966 OCT)	7-203.3(a)
I-3 ✓	AVAILABILITY OF FUNDS (1962 SEP)	7-104.91(a)
I-4 ✓	ALLOWABLE COST, FIXED FEE, AND PAYMENT (1978 SEP)	7-203.4(a)
I-5	INSPECTION OF SUPPLIES AND CORRECTION OF DEFECTS (1974 OCT)	7-203.5(a)&(b)
I-6	ASSIGNMENT OF CLAIMS (1962 FEB)	7-103.8
I-7 ✓	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (1975 JUN)	7-104.15
I-8 ✓	SUBCONTRACTS (1979 MAR)	7-203.8(a)
I-9	UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (1980 AUG)	7-104.14(a)
I-10	SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (NEGOTIATED) (1980 AUG)	7-104.14(b)
I-11	TERMINATION (1973 APR)	7-203.10
I-12	EXCUSABLE DELAYS (1969 AUG)	7-203.11
I-13	COMMERCIAL BILL OF LADING NOTATIONS (1969 DEC)	7-203.14
I-14	WALSH - HEALEY PUBLIC CONTRACTS ACT (1958 JAN)	7-103.17
I-15	EQUAL OPPORTUNITY (1978 SEP)	7-103.18(a)
I-16	OFFICIALS NOT TO BENEFIT (1949 JUL)	7-103.19
I-17	COVENANT AGAINST CONTINGENT FEES (1958 JAN)	7-103.20
I-18	GOVERNMENT PROPERTY (COST - REIMBURSEMENT) (1970 SEP)	7-203.21
I-19	INSURANCE - LIABILITY TO THIRD PERSONS (1966 DEC)	7-203.22
I-20	AUTHORIZATION AND CONSENT (1964 MAR)	7-103.22
I-21	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (1965 JAN)	7-103.23
I-22	DISPUTES (1980 JUN)	7-103.12

SI040604
NWMAR138944

Clause No.	Title and Date	DAR Source
I-23	UTILIZATION OF LABOR SURPLUS AREA CONCERNS (1981 MAY)	7-104.20(a)
I-24	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (1978 JUN)	7-104.20(b)
I-25	COMPETITION IN SUBCONTRACTING (1962 APR)	7-104.40
I-26 ✓	AUDIT BY DEPARTMENT OF DEFENSE (1978 AUG)	7-104.41(a)
I-27 ✓	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (1970 JAN)	7-104.29(a)
I-28 ✓	SUBCONTRACTOR COST OR PRICING DATA (1970 JAN)	7-104.42(a)
I-29	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (1976 JUL)	7-103.27
I-30	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (1976 MAY)	7-103.28
I-31	CLEAN AIR AND WATER (1975 OCT)	7-103.29
I-32 ✓	NOTICE OF INTENT TO DISALLOW OR NOT RECOGNIZE COSTS (1978 AUG)	7-203.35
I-33	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (1980 OCT)	7-104.3
I-34	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (1958 SEP)	7-104.4
I-35	FILING OF PATENT APPLICATIONS (1969 DEC)	7-104.6
I-36	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (1981 MAY)	7-104.9(a)
I-37	TECHNICAL DATA-WITHHOLDING OF PAYMENT (1976 JUL)	7-104.9(h)
I-38	IDENTIFICATION OF TECHNICAL DATA (1975 MAR)	7-104.9(1)
I-39	DATA REQUIREMENTS (1972 APR)	7-104.9(n)(1)
I-40	RESTRICTIVE MARKINGS ON TECHNICAL DATA (1975 MAR)	7-104.9(p)
I-41	MILITARY SECURITY REQUIREMENTS (1971 APR)	7-104.12 as modified by 7-204.12
I-42	GRATUITIES (1952 MAR)	7-104.16
I-43	PRIORITIES, ALLOCATIONS, AND ALLOTMENTS (1975 OCT)	7-104.18
I-44 ✓	LIMITATION ON WITHHOLDING OF PAYMENTS (1958 SEP)	7-104.21(a)
I-45	DUTY FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (1981 JAN)	7-104.32
I-46	REQUIRED SOURCE FOR JEWEL BEARINGS AND RELATED ITEMS (1977 NOV)	7-104.37
I-47	GENERAL SERVICES ADMINISTRATION SUPPLY SOURCES (1977 AUG)	7-204.28

SI040605
NWMAR138945

Clause No.	Title and Date	DAR Source
I-48✓	INTEREST (1972 MAY)	7-104.39
I-49	LIMITATION OF LIABILITY (1974 APR)	7-104.45(a)
I-50	MANAGEMENT SYSTEMS REQUIREMENTS (1971 NOV)	7-104.50
I-51	NEW MATERIAL (1965 JAN)	7-104.48
I-52✓	CHANGE ORDER ACCOUNTING	7-104.90
I-53	UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS (OVER $10,000) (1980 AUG)	7-104.52
I-54	MATERIAL INSPECTION AND RECEIVING REPORT (1969 DEC)	7-104.62
I-55	REQUIRED SOURCES FOR MINIATURE AND INSTRUMENT BALL BEARINGS (1971 JUL)	7-104.38
I-56	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (1970 SEP)	7-104.79(a)
I-57	REQUIRED SOURCES FOR PRECISION COMPONENTS FOR MECHANICAL TIME DEVICES (1971 AUG)	7-104.46
I-58 ✓	COST ACCOUNTING STANDARDS (1978 MAY)	7-104.83(a)(1)
I-59 ✓	DISCLOSURE AND CONSISTENCY OF COST	7-104.83(a)(2)
I-60 ✓	ADMINISTRATION OF COST ACCOUNTING STANDARDS (1978 MAY)	7-104.83(b)
I-61	PREFERENCE FOR UNITED STATES FLAG AIR CARRIERS (1975 NOV)	7-104.95
I-62	SUBMISSION OF COMMERCIAL FREIGHT BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (1976 FEB)	7-204.61
I-63	PREFERENCE FOR DOMESTIC SPECIALTY METALS (1980 OCT)	7-104.93(b)
I-64	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (1977 OCT)	7-104.98
I-65	WARRANTY OF TECHNICAL DATA (1974 NOV)	7-104.9(o)(1)

SI040606
NWMAR138946

ADDITIONAL GENERAL PROVISIONS

The following clauses are additional general provisions of this contract.

I-66 ADDITIONAL DEFINITIONS

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department; and the term "his duly authorized representative" means any person or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee of the Department who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders.

(d) As used throughout this contract, the term "Department" means the Department of the Navy.

(e) As used throughout this contract, the term "Commander, Naval Sea Systems Command" means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.

(f) As used throughout this contract, the term "Supervisor" means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.

I-67 NAVY REORGANIZATION

Pursuant to a reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance System Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.

SI040607
NWMAR138947

I-68 REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION (ASPR)

All references in this document to the Armed Services Procurement Regulation (ASPR) shall be deemed to be references to the Defense Acquisition Regulation (DAR).

I-69 FACILITIES NOT TO BE GOVERNMENT-FURNISHED

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this clause, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, building, structures, improvements, and plan equipment as defined in DAR 13-101.8.

I-70 PAYMENT FOR OVERTIME PREMIUMS (1967 JUN)

(a) Allowable cost shall not include any amount on account of overtime premiums except when (i) specified in (d) below or (ii) paid for work--

(A) necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(B) by indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(C) in the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, and operations in flight or afloat, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or

(D) which will result in lower overall cost to the Government.

(b) The cost of overtime premiums otherwise allowable under (a) above shall be allowed only to the extent the amount thereof is reasonable and properly allocable to the work under this contract.

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(c) Any request for overtime, in addition to any amount specified in (d) below, will be for all overtime which can be estimated with reasonable certainty shall be used for the remainder of the contract, and shall contain the following:

(i) identification of the work unit, such as the department or section in which the requested overtime will be used, together with present workload, manning and other data of the affected unit, sufficient to permit an evaluation by the Contracting Officer of the necessity for the overtime;

(ii) the effect that denial of the request will have on the delivery or performance schedule of the contract;

(iii) reasons why the required work cannot be performed on the basis of utilizing multi-shift operations or by the employment of additional personnel; and

(iv) the extent to which approval of overtime would affect the performance or payments in connection with any other Government contracts, together with any identification of such affected contracts.

(d) The Contractor is authorized to perform overtime, in addition to that performed under (a)(ii), to the extent that the overtime premium does not exceed_____.

I-71 CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING $100,000 (1980 FEB)

(a) Any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804, or other similar request exceeding $100,000 shall bear, at the time of submission, the following certificate given by a senior company official in charge at the plant or location involved:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately

SI040609
NWMAR138949

reflects the contract adjustment for which the Contractor believes the Government is liable.

_____
(Official's Name)

_____
(Title)

(b) The certification in paragraph (a) requires full disclosure of all relevant facts, including cost and pricing data.

(c) The certification requirement in paragraph (a) does not apply to:

(i) requests for routine contract payments-for example, those for payment for accepted supplies and services, routing vouchers under cost reimbursement-type contracts, and progress payment invoices;
(ii) final adjustments under incentive provisions of contracts;

(d) In those situations where no claim certification for the purposes of Section 813 has been submitted prior to the inception of a contract dispute, a single certification, using the language prescribed by the Contract Disputes Act but signed by a senior compnay official in charge at the plant or location involved, will be deemed to comply with both statutes.

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

(a) Any contract awarded as a result of this solicitation will consist of the following and the documents, exhibits, and attachments described in paragraph (b) below:

I. Cover Sheet

II. The Schedule (Part I, Sections A through H)

III. General Provisions (Part II, Section I)

IV. List of Documents, Exhibits, and other Attachments (Part III, Section J)

(b) Documents, exhibits, and other attachments that will form a part of this contract are as follows:

Item No.	Title/Description
Exhibit "A"	Contract Data Requirements List (DD Form 1423)
J-1	Schedule A - Government Furnished Material (GFM)
J-2	USS HENRY B. WILSON (DDG-7) Overhaul Work Specification
J-3	Security Classification Specification (DD Form 254)
J-4	Contract Pricing Proposal (DD Form 633)
J-5	Accounting and Appropriation Data

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EXHIBIT "A"

CONTRACT DATA REQUIREMENTS LIST

N00024-82-R-8503
Page 41 of 150

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A001	Report, Milestone (Type II) / Key Events Report	SUPSHIP	ONE/R	30 DAC	SUPSHIP 1508	2/0
UDI-A-23018	NAVSEA Standard Item (SI) 009-60	LT		7 DARP	SEA 931H	1/0
					TOTAL	3/0
A002	Schedules, Ship Construction / Major Milestones & Key events list	SUPSHIP	ONE/R	See Block 16	SUPSHIP 1508	2/0
UDI-A-23022B	SI 009-60	LT		See Block 16	SEA 931H	1/0
					TOTAL	3/0
A003	Schedules, Ship Construction / Networks, Critical Path Method	SUPSHIP	ONE/R	See Block 16	SUPSHIP 1508	2/0
UDI-A-23022B	SI 009-60	LT		See Block 16	SEA 931H	1/0
					TOTAL	3/0
A004	Plan, Program Management / Critical Path Analysis Report	SUPSHIP	WEKLY	30 DAC	SUPSHIP 1508	2/0
UDI-A-23972	SI 009-60	LT	0	7 DARP		
					TOTAL	2/0

16. REMARKS: Para. 10.1 of UDI-A-23018 does not apply. Report shall be submitted concurrently with critical path analysis report.

16. REMARKS: (Blocks 12 & 13) Provide and submit in the content and format described in SI 009-60 para 3.4.

16. REMARKS: (Blocks 12 & 13) Networks shall be prepared and submitted in accordance with requirements of 009-60 para. 3.3 and maintained up to date to reflect changes in authorized work approved by SUPSHIP.

16. REMARKS: (Blocks 12 & 13) Narrative Analysis of the critical paths, para. 10.1 of UDI-A-23972 shall apply.

PREPARED BY B. O. Steele — B. O. Steele SEA 931, Data Manager — DATE 3 DEC 81

APPROVED BY J. R. FALEY, ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD — DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 — REPLACES EDITION OF 1 JUN 60, WHICH IS USABLE. — PAGE 1 OF 19 PAGES

17. EVENT CODE NUMBER — 23. CONTRACTOR FILE DOCUMENT NUMBER
18. 908 APPROVAL FORM NUMBER — 24. ESTIMATED NUMBER OF PAGES
19. 20. 21. RESERVED FOR ADP — 25. PRICE GROUP
22. — 26. ESTIMATED TOTAL PRICE

CONTRACT VALUE

SI040613
NWMAR138953

N00024-82-R-8503
Page 42 of 150

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

Sequence Number	Title or Description of Data / Subtitle	Authority (Data Item Number)	Contract Reference	Technical Office	DD250 Req	App Code (A)	Input to IAC (X)	Frequency	As of Date	Date of 1st Submission	Date of Subsequent Submission Event ID	Distribution and Addressees (Addressee – Regular Copies Repro Copies)	
A005	Schedules, Ship Construction / Production Progress Schedules	UDI-A-23022B	SI 009-60	SUPSHIP	LT			ONE/R		See Block 16	See Block 16	SUPSHIP 1508 SEA 931H	2/0 1/0
												TOTAL	3/0
A006	Schedules, Ship Construction / Operational Test Schedules	UDI-A-23022B	SI 009-60	SUPSHIP	LT			ONE/R		See Block 16	See Block 16	SUPSHIP 1509	2/0
												TOTAL	2/0
A007	Schedules, Ship Construction / Materials Ordering Schedule	UDI-A-23022B	CLIN 0001	SUPSHIP	LT			MTHLY	0	30 DAC	30 DARP	SUPSHIP 1508	2/0
												TOTAL	2/0
A008	Schedules, Ship Construction / Drawings Issue Schedule	UDI-A-23022B	CLIN 0001	SUPSHIP	LT			MTHLY	0	30 DAC	30 DARP	SUPSHIP 1508	3/0
												TOTAL	3/0

A005 Remarks: (Blocks 12 & 13) Content and format to be in accordance with SI 009-60 para. 3.2. Schedules shall be maintained current. Submittal requirements shall be as specified and approved by SUPSHIP.

A006 Remarks: (Blocks 12 & 13) In accordance with SI 009-60 para.3.8.

A007 Remarks: Para. 10.3e of UDI-A-23022B applies.

A008 Remarks: Prepare in Contractor format. Para. 10.3.c of UDI-A-23022B applies. Includes both contractor and vendor drawings.

PREPARED BY B. O. Steele SEA 931, Data Manager — DATE 3 DEC 81 — APPROVED BY J. R. FOLEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD — DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 — REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE.

SI040614
NWMAR138954

N00024-82-R-8503
Page 43 of 150

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

Sequence Number	Title or Description of Data / Subtitle	Technical Office	Frequency	Date of 1st Submission	Distribution and Addressees (Addressee - Regular Copies - Repro Copies)	
A009	Schedules, Ship Construction / A&P Report	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	5/0
UDI-A-23022B	NAVSEA 0900-LP-060-0210	LT		See Block 16		
					TOTAL	5/0
A010	Documentation, Management/Technical Support / Resource Allocation Plan	SUPSHIP	WEKLY	See Block 16	SUPSHIP 1508	2/0
UDI-A-26199A	CLIN 0001	LT	0	7 DARP		
					TOTAL	2/0
A011	Documentation, Management/Technical Support / Supplemental Work Proposals	SUPSHIP	ASREQ	See Block 16	SUPSHIP 4212	5/0
UDI-A-26199A	CLIN 0001	LT		See Block 16		
					TOTAL	5/0
A012	Work Item Descriptions / Work Specifications	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	5/0
UDI-E-23160	CLIN 0001	LT A		See Block 16		
					TOTAL	5/0

REMARKS (Blocks 12 & 13) For ship, as authorized and directed by SUPSHIP prepare Alteration and Project (A&P) Report.

REMARKS (Block 12) Display in graphic format for each calendar week of the production performance period, the total resource units scheduled for that week. Initial submittal shall be 21 days prior to the start of the actual repair and modernization.

REMARKS (Block 12 & 13) For ship provide a proposal for accomplishment of supplemental work within 14 working days of identification of work package by SUPSHIP. Proposals to include the information required by Section C.

REMARKS (Blocks 12 & 13) Specifications shall be developed in the type, style and format specified in appendix 2-I of NAVSEA 0900-LP-079-5010 (Ship Repair Contracting Manual) in accordance with Section C. (Block 8) Approval will be for technical adequacy.

PREPARED BY B. O. Steele — B. O. Steele SEA 931, Data Manager — DATE 3 DEC 81

APPROVED BY J. R. EALEY, ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD — DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2200 — REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE. — PAGE 3 OF 19 PAGES

SI040615
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N00024-82-PR-93324
Page 43 of 150
Amendment 0002

ATCH NR _____ TO EXHIBIT A
TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)
CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO (A)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A009	2. Schedules, Ship Construction 3. A&P Report	SUPSHIP	ASREQ	12. See Block 16	14. SUPSHIP 1508	5/0
UDI-A-23022B	NAVSEA 0900-LP-060-0210	LT		13. See Block 16		
16. REMARKS (Blocks 12 & 13) For ship, as authorized and directed by SUPSHIP prepare Alteration and Project (A&P) Report.						15. TOTAL 5/0
A010	2. Documentation, Management/Technical Support 3. Resource Allocation Plan	SUPSHIP	WEEKLY	12. See Block 16	14. SUPSHIP 1508	2/0
UDI-A-26199A	CLIN 0001	LT	0	13. 7 DARP		
16. REMARKS (Block 12) Display in graphic format for each calendar week of the production performance period, the total resource units scheduled for that week. Initial submittal shall be 21 days prior to the start of the actual repair and modernization.						15. TOTAL 2/0
A011	2. Documentation, Management/Technical Support 3. Supplemental Work Proposals	SUPSHIP	ASREQ	12. See Block 16	14. SUPSHIP 4212	5/0
UDI-A-26199A	CLIN 0001	LT		13. See Block 16		
16. REMARKS (Block 12 & 13) For ship provide a proposal for accomplishment of supplemental work within 20 working days of identification of work package by SUPSHIP. Proposals to include the information required by Section C.						15. TOTAL 5/0
A012	2. Work Item Descriptions 3. Work Specifications	SUPSHIP	ASREQ	12. See Block 16	14. SUPSHIP 1508	5/0
UDI-E-23160	CLIN 0001	LT	A	13. See Block 16		
16. REMARKS (Blocks 12 & 13) Specifications shall be developed in the type, style and format specified in appendix 2-I of NAVSEA 0900-LP-079-5010 (Ship Repair Contracting Manual) in accordance with Section C. (Block 8) Approval will be for technical adequacy.						15. TOTAL 5/0

PREPARED BY B.O. Steele B. O. Steele SEA 931, Data Manager | DATE 3 DEC 81 | APPROVED BY J. R. EALEY ALT. CHAIRMAN, NAVSEA DATA REQUIREMENTS REVIEW BOARD | DATE 11 DEC 1981

DD FORM 1423 REPLACES EDITION OF 1 JAN 68, WHICH IS USABLE. Page 3 of 19 Pages

17. ELECT CEI NUMBER	
18. DOD APPROVAL FORM NUMBER	44. ESTIMATE NUMBER OF PAGES
19. 20. 21. RESERVED FOR ADP	45. PRICE GROUP
22.	46. ESTIMATE TOTAL PRICE
17.	43.
18.	44.
19. 20. 21.	45.
22.	46.
17.	43.
18.	44.
19. 20. 21.	45.
22.	46.
17.	43.
18.	44.
19. 20. 21.	45.
22.	46.
CONTRACT VALUE	

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ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY / 11. AS OF DATE	12. DATE OF 1ST SUBMISSION / 13. DATE OF SUBSEQUENT SUBM EVENT ID	14. DISTRIBUTION AND ADDRESSES (Alabama - Regular Copies; Reply Copies)		15. TOTAL
A013	Report, Overhaul Work Authorization Status Work Activities List	UDI-E-23654	SI 009-60	SUPSHIP	LT			WEKLY 0	See Block 16 See Block 16	SUPSHIP 1508	4/0	4/0
A014	Problem Analysis and Status Report Work Activity Problem Report	DI-A-30016	SI 009-60	SUPSHIP	LT			WEKLY 0	See Block 16 See Block 16	SUPSHIP 1508 SEA 931H	4/0 1/0	5/0
A015	Schedules, Ship Construction Late CFM and GFM Report	UDI-A-23022B	SI 009-60	SUPSHIP	LT			WEKLY 0	See Block 16 See Block 16	SUPSHIP 1508 SEA 931H	4/0 1/0	5/0
A016	Report, Government Furnished Information Deficieny	DI-A-26298A	SI 009-60	SUPSHIP	LT			WEKLY 0	30 DAC See Block 16	SUPSHIP 1508 SEA 931H	4/0 1/0	5/0

16. REMARKS (Blocks 12 & 13) Submit in accordance with SI 009-60 para. 3.9,1.2 to include the ship production period.

16. REMARKS (Blocks 12 & 13) In accordance with the requirements of SI 009-60 para. 3.9.1.5 provide the report in contractor style and format.

16. REMARKS (Blocks 12 & 13) Report the status of late CFM and GFM in accordance with SI 009-60 para. 3.9.1.3 for ship production period. The material status is to be kept current and submitted to SUPSHIP.

16. REMARKS (Block 13) Provide the information required by SI 009-60 para. 3.9.1.4 in contractor style and format.

PREPARED BY B. O. Steele
B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY
ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1 JAN 79 1423 S/N 0102-LF-014-2300

REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE.

Page 4 of 19 PAGES

17. S-ENT CEI NUMBER
18. SOW APPROVAL FORM NUMBER
19. 20. 21. RESERVED FOR ADP
22.
23. PRICE (UNIT)
24. ESTIMATED TOTAL PRICE
25.

CONTRACT DATA

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N00024-82-R-8503
Page 45 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENT

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee - Regular Copies Repro Copies)	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A017	Report, Review of Technical Documentation Provided Submarine Overhaul Contractor	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-E-23199		LT		See Block 16		
REMARKS (Block 12 & 13) Provide the information required in UDI-E-23199, the term "submarine overhaul" is not applicable. Provide in contractor style and format within 3 working days on an individual case basis as discrepancies, omissions, etc. are identified.						TOTAL 3/0
A018	Documentation, Management/Technical Support Emergent Work Proposals	SUPSHIP	ASREQ	See Block 16	SUPSHIP 4214	5/0
UDI-A-26199A	CLIN 0001	LT		See Block 16		
REMARKS (Blocks 12 & 13) For ship, provide proposals for emergent work within 3 working days of work identification; proposals to include the information required by Section C.						TOTAL 5/0
A019	Report, Method of Proposed Support	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	1/0
UDI-P-23512	CLIN 0001	LT		See Block 16		
REMARKS (Blocks 10, 12 & 13) Provide request for additional Government furnished vendor support, engineering support, and/or materials required from the Navy supply system on an individual case basis within 3 working days of problem identification.						TOTAL 1/0
A020	Certification, Data/Report	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	1/0
UDI-A-23264B	SI 009-09, 009-12 and ASREQ by Work Spec's.	LT		See Block 16		
REMARKS (Block 10) For work required to be performed under the contract, provide certification reports to SUPSHIP for any of the purposes described in UDI-A-23264B (Blocks 12 & 13) Required specifically by SUPSHIP.						TOTAL 1/0

PREPARED BY B. O. Steele
B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY
ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300

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PAGE 5 OF 19 PAGES

SI040618
NWMAR138958

N00024-82-R-8503
Page 45 of 150
Amendment 0002

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DOD30 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT IO	
A017	Report, Review of Technical Documentation Provided Submarine Overhaul Contractor	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 3/0
UDI-E-23199		LT		See Block 16	
16. REMARKS (Block 12 & 13) Provide the information required in UDI-E-23199, the term "submarine overhaul" is not applicable. Provide in contractor style and format within 3 working days on an individual case basis as discrepancies, omissions, etc. are identified.					15. TOTAL 3/0
A018	Documentation, Management/Technical Support Emergent Work Proposals	SUPSHIP	ASREQ	See Block 16	SUPSHIP 4214 5/0
UDI-A-26199A	CLIN 0001	LT		See Block 16	
16. REMARKS (Blocks 12 & 13) For ship, provide proposals for emergent work within10 working days of work identification; proposals to include the information required by Section C.					15. TOTAL 5/0
A019	Report, Method of Proposed Support	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 1/0
UDI-P-23512	CLIN 0001	LT		See Block 16	
16. REMARKS (Blocks 10, 12 & 13) Provide request for additional Government furnished vendor support, engineering support, and/or materials required from the Navy supply system on an individual case basis within 3 working days of problem identification.					15. TOTAL 1/0
A020	Certification, Data/Report	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 1/0
UDI-A-23264B	SI 009-09, 009-12 and ASREQ by Work Spec's.	LT		See Block 16	
16. REMARKS (Block 10) For work required to be performed under the contract, provide certification reports to SUPSHIP for any of the purposes described in UDI-A-23264B (Blocks 12 & 13) Required specifically by SUPSHIP.					15. TOTAL 1/0

PREPARED BY B.O. Steele
B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY
ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1423 REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE.

PAGE 5 OF 19 PAGES

SI040619
NWMAR138959

N00024-82-R-8503
Page 46 of 150

ATCH NR _____ TO EXHIBIT A
TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)
CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSES	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO A/C (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A021	2. Report, Inspection	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	4/0
UDI-T-23738	CLIN 0001	LT		See Block 16		
16. REMARKS (Blocks 10 & 12) Reports generated during the production phase as a result of inspections, tests, work specifications, etc., should clearly define the purpose of those functions with a description of conditions and recommendations for corrective action required/taken. (Blocks 12 & 13) within 3 working days of completion.						18. TOTAL 4/0
A022	2. Procedures, Test	SUPSHIP	ASREQ	See Block 13	SUPSHIP 1508	2/0
UDI-T-23732B	ASREQ by Work Spec's.	LT / A		3DPTT		
16. REMARKS (Blocks 10, 12 & 13) When required by the specification , the contractor shall prepare test procedures for shipboard tests. Those procedures shall specify the prerequisites, ship conditions, precautions and steps to follow while conducting the test. (Block 8) SUPSHIP approval is required for technical adequacy.						18. TOTAL 2/0
A023	2. Reports, Test / 3. Final Test Report	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-T-23729	CLIN 0001	LT		3 DARC		1/0
16. REMARKS (Block 12) The final test report consists of test memorandum or procedures completely filled in and signed upon completion of testing for ship.						18. TOTAL 4/0
A024	2. Provisioning Monitoring Report / 3. Status of provisionable items	SUPSHIP	WEEKLY	See Block 16	SUPSHIP 1508 SEA 931H	3/0
UDI-V-23834	ASREQ by Work Spec's	LT	0	See Block 16		
16. REMARKS (Blocks 12 & 13) Provide report as required by the specifications.						18. TOTAL 3/0

PREPARED BY B. O. Steele SEA 931, Data Manager
DATE 3 DEC 81
APPROVED BY J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD
DATE 11 DEC 1981

DD FORM 1 JAN 79 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE.

PAGE 6 OF 19 PAGES

17. AGENT CES NUMBER	23. CONTRACTOR'S SUBMITTAL NUMBER
18. 90B APPROVAL FORM NUMBER	24. ESTIMATE NUMBER OF PAGES
19. 20. 21. RESUBMITTAL CODE	25. DATE SUBMITTED
22.	26. CONTRACTOR'S TYPED NAME
17.	23.
18.	24.
19. 20. 21.	25.
22.	26.
17.	23.
18.	24.
19. 20. 21.	25.
22.	26.
17.	23.
18.	24.
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CONTRACT NO.	

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CONTRACT DATA REQUIREME[illegible]ST

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee - Regular Copies Reqd - Copies)	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A025	Purchase orders, Copies of/Index of	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 SUPSHIP 400	2/0 1/0
UDI-P-23509A	CLIN 0001	NO		See Block 16		TOTAL 3/0
16. REMARKS (Blocks 12 & 13) In addition to the "subcontracts" clause of the contract, copies of all purchase orders initiated under the contract shall be furnished SUPSHIP on Friday of each work week.						
A026	Plan, Program Management Engineering Drawing Control System/Plan	SUPSHIP	ONE/R	30 DAC	SUPSHIP 1508	1/0
UDI-A-23972	CLIN 0001	LT / A		30 DARC		TOTAL 1/0
16. REMARKS This requirement is for the documented system and procedures that the contractor intends to utilize for the management and control of engineering drawings and associated data for the contract. Approval is for technical feasibility, adequacy and content.						
A027	Drawings, Engineering and Associated lists	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	0/1
DI-E-7031	NAVSEA 0900-LP-060-0210	SD		See Block 16		TOTAL 0/1
16. REMARKS (Blocks 10, 12 & 13) This requirement is for final tracings only to new and revised drawings. New drawings shall be prepared in accordance with DOD-D-1000B level 3. Acceptance is for technical content and adequacy. Drawings to be delivered NLT 10 days prior to commencement of individual work items. (Block 14)Reproducibles shall be provided on Mylar or equivalent for new drawings only.						
A028	Drawings, Engineering and Associated lists Supplemental Alteration Drawings	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	5/1
DI-E-7031	NAVSEA 0900-LP-060-0210	LT		See Block 16		TOTAL 5/1
16. REMARKS (Blocks 10, 12&13) For ship, prepare level 3 drawings in accordance with DOD-D-1000B. Drawings to be delivered NLT 10 days prior to commencement of individual work items. (Block 14) MYLAR or equivalent. (Con't page 7a)						

PREPARED BY B.O. Steele
B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY
ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LP-014-2300

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PROCUREMENT REQUIREMENTS OF DOD-D-1000B PARAGRAPH 6.2.1	SUBJECT TO TAILORING FOR LEVEL 1	2	3	LEGEND: T - REQUIREMENT SUBJECT TO TAILORING; A - REQUIREMENT NOT SUBJECT TO TAILORING (APPLICABLE); O - REQUIREMENT SUBJECT TO OPTION; - - NOT APPLICABLE	COMMENT
a. TITLE, NUMBER AND DATE OF THIS SPECIFICATION	A	A	A	Drawings, Engineering & Associated Lists, DOD-D-1000B, 28 October 1977	
b. THE LEVEL OF THE ENGINEERING DRAWINGS REQUIRED FOR SPECIFIC ITEMS AND FOR GROUPS OF ITEMS REQUIRING DIFFERENT LEVELS	O	O	O	Level 3	
c. WHETHER A GOVERNMENT DESIGN ACTIVITY OR CONTRACTOR DESIGN ACTIVITY SHALL FURNISH GENERAL SUPPLY CODE FOR MANUFACTURERS NOMENCLATURE AND DRAWING NUMBERS WHICH SHALL BE PLACED IN THE TITLE BLOCKS OF THE ENGINEERING DRAWINGS AND ASSOCIATED LISTS (6)	O	O	O	NAVSEA official name, NAVSEA drawing numbers, NAVSEA identification - FSCM (53711) and NAVSEA title blocks are required.	
d. WHEN GOVERNMENT DESIGN ACTIVITY DRAWING NUMBERS ARE TO BE ASSIGNED, IDENTIFY THE ASSIGNING ACTIVITY, AND IF GOVERNMENT DRAWING FORMATS ARE TO BE SUPPLIED, IDENTIFY THE SOURCE	A	A	A	NAVSEA drawing numbers will be provided by SUPSHIP.	
e. WHETHER ANY PARTS OF MIL-STD-100, SHALL BE APPLIED TO LEVEL 3 REQUIREMENTS	T	-	-	(not applicable)	
f. THE APPLICABLE DATA ITEM DESCRIPTION	T	T	T	DI-E-7031	
g. WHETHER THE METRIC SYSTEM SHALL BE USED IN NEW DESIGN	O	O	O	No	
h. WHETHER TAILORING OF NEEDS IS REQUIRED	T	T	T	See Block 16	
i. WHETHER COMPANY STANDARDS SHALL BE ACCEPTED	-	T	T	Those previously approved for use by the Government are acceptable.	
j. KINDS OF ASSOCIATED LISTS REQUIRED	-	T	T	Parts list, as required, to suit the intended uses.	
k. DRAWING ASSEMBLY LEVEL AT WHICH ASSOCIATED LISTS WILL BE PREPARED	-	T	T	Piece parts level.	
l. IDENTIFY WHETHER THE END-ITEM SYSTEM WILL BE USED	-	T	T	As required to define the end product.	
m. SELECTION OF TYPES OF ENGINEERING DRAWINGS OF DIFFERENT THAN SAE	-	T	T	Contractor responsible for type selection consistent w/0900-LP-060-0210.	
n. WHETHER CONTROL DRAWINGS IN ACCORDANCE WITH MIL-STD-100 SHALL BE PREPARED	-	O	O	To be provided as required to define the end product.	
o. WHETHER PARTS LIST SHALL BE INTEGRAL WITH OR SEPARATE FROM THE DRAWINGS	-	O	O	May be integral or separate to suit the intended uses.	
p. DRAWING FORMAT MATERIAL	-	T	T	See Block 16 - Mylar or equivalent	
q. QUANTITY AND TYPE OF REPRODUCTION	T	T	T	DD Form 1423	
r. WHETHER MICROFILM IS REQUIRED	T	T	T	Microfilm Aperture Cards of New/Revised Drawings (See A033)	
s. WHETHER DELIVERY OF ORIGINAL DRAWINGS AND UNMOUNTED DRAWINGS ARE REQUIRED	T	T	T	See Block 16	
t. WHAT SPECIAL PACKAGING OF ORIGINALS, WHEN ORDERED IS REQUIRED	T	T	T	See Section D of the schedule	
u. DELIVERY SCHEDULE, AND TO WHOM THE ENGINEERING DRAWINGS AND SUPPORTING DOCUMENTS ARE TO BE DELIVERED	A	A	A	See Blocks 10, 12, 13, and 14.	

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SI040622
NWMAR138962

N00024-82-R-8503
Page 49 of 150

ATCH ____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID	
A029	Revision/Supplement Existing Government Document 3. Drawing List	SUPSHIP	ASREQ	30 DAC	SUPSHIP 1508 8/0
UDI-E-26161B	SI 009-60	LT		See Block 16	
16. REMARKS (Blocks 10 & 12) Contractor shall revise the list of drawings provided by SUPSHIP to reflect the drawings required for ROH accomplishment. Same style and format as list provided by SUPSHIP. (Block 13) As new work items are identified; within 3 days.					TOTAL 8/0
A030	Reproductions of Engineering and Technical data	SUPSHIP	ASREQ	See Block 16	SUPSHIP will provide distribution; not to exceed 25/0 of each
UDI-E-23144A	CLAUSE H-17	LT		See Block 16	
16. REMARKS (Blocks 10, 12&13) Whenever SUPSHIP shall require, the contractor will provide to whomsoever may be designated by SUPSHIP, copies of drawings and other data relating to work under the contract to the extent such data was developed at Government expense. (Block 14) Copies shall be clearly legible & reflect the standards required by the contract for the original.					TOTAL 25/0
A031	Engineering Change Proposals (ECP's) and Requests for Deviations and Waivers	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 4/0
DI-E-2038	OPNAVINST 9020.6	LT / A		See Block 16	
16. REMARKS (Block 3) Request for changes to Non-Deviation Drawings. (Block 8) SUPSHIP review and approval is required for changes to any drawings so designated by SUPSHIP. (Block 10, 12&13) Provide on a case basis NLT 3 working days after requirement becomes known. (Block 2) (Short Form).					TOTAL 4/0
A032	Revision/Supplement Existing Government Document 3. Booklet of General Drawings	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508 27/2
UDI-E-26161B	SI 009-41	LT		See Block 16	
16. REMARKS (Block 12 & 13) Provide corrected copy for ships Engineer review NLT one week prior to end of ROH for acceptance. Submit reproduced blueline copies (27) and (1) reproducible Mylar copy along with original tracing to SUPSHIP NLT 1 week after ROH completion.					TOTAL 27/2

PREPARED BY B.O. Steele
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DATE 3 DEC 81

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ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

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PAGE 8 OF 19 PAGES

SI040623
NWMAR138963

N00024-82-R-8503
Page 50 of 150

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee - Regular Copies Repro Copies)	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A033	IMAGED APERTURE/TABULATING CARDS	SUPSHIP	ASREQ	See Block 16	SUPSHIP 240	0/1
DI-E-20477C	NAVSEA 0900-LP-060-0210	LT		See Block 16	PERA(CRUDES) (See Block 16)	0/1
					TOTAL	0/2
A034	Revision/Supplement Existing Government Document 3. Technical Manuals	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-E-26161B	SI 009-41	LT		NLT END of ROH		
					TOTAL	3/0
A035	Revision/Supplement Existing Government Document 3. Index of Technical Manuals (ITM)	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	14/0
UDI-E-26161B	SI 009-41	LT		NLT END of ROH		
					TOTAL	14/0
A036	Revision/Supplement Existing Government Document 3. Propulsion Operating Guide	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-E-26161B	ASREQ by Work Spec's	LT		NLT END of ROH		
					TOTAL	3/0

16. REMARKS (Blocks 10, 12 & 13) An index card will be provided with each aperture card. Requirements are stated in NAVSEA 0900-LP-060-0210. Provide NLT end of ROH. (Block 14) Type of copies; SUPSHIP Type I Class 1, PERA(CRUDES) Type II Class 2.

16. REMARKS (Block 12) Provide revision or change to SUPSHIP for review and acceptance 1 week prior to end of ROH. Acceptance is for technical content and adequacy IAW MIL-M-38784. Back-fix camera ready as required.

16. REMARKS (Block 12) Provide revision to SUPSHIP for review 1 week prior to end of ROH. Final document to contain all additional manuals incidental to ROH accomplishment. Basic document applies for format and content.

16. REMARKS (Block 12) Provide revision to SUPSHIP for review and acceptance 1 week prior to end of ROH. Back-fix camera ready as required. Acceptance is for technical content and adequacy.

PREPARED BY	DATE	APPROVED BY	DATE
B. O. Steele B. O. Steele SEA 931, Data Manager	3 DEC 81	J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

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SI040624
NWMAR138964

N00024-82-R-8503
Page 51 of 150

ATCH NR ____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR ____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY	11. AS OF DATE	12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBM EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee — Reg Copies / Repro Copies)		15. TOTAL
A037	Revision/Supplement Existing Government Document 3. Damage Control Book	UDI-E-26161B	SI 009-41	SUPSHIP	LT			ASREQ		See Block 16	NLT END of ROH	SUPSHIP 1508	2/0	2/0
16. REMARKS	(Block 12) Provide revision to SUPSHIP for review and acceptance 1 week prior to end of ROH. Back-fix camera ready plus (2) copies. Acceptance is for technical content and adequacy.													
A038	Revision/Supplement Existing Government Document 3. Damage Control Diagrams	UDI-E-26161B	SI 009-41	SUPSHIP	LT			ASREQ		See Block 16	NLT END of ROH	SUPSHIP 1508	2/0	2/0
16. REMARKS	(Block 12) Provide (2) sets of marked up Damage Control Diagrams in accordance with the provisions of MIL-STD-784B to SUPSHIP for review and acceptance 1 week prior to end of ROH. Option 4 of UDI-M-23464A applies. Acceptance is for compliance with specifications.													
A039	Revision/Supplement Existing Government Document 3. Ships Information Book	UDI-E-26161B	SI 009-41	SUPSHIP	LT			ASREQ		See Block 16	NLT END of ROH	SUPSHIP 1508	3/0	3/0
16. REMARKS	(Block 12) Provide revision to SUPSHIP for review and acceptance 1 week prior to end of ROH. Back-fix camera ready as required. Acceptance is for technical content and adequacy.													
A040	POMSEE Material and Test Data (Preliminary and Final)	UDI-T-23799	CLIN 0001	SUPSHIP	LT			ASREQ		See Block 16	See Block 16	SUPSHIP 1508	2/0	2/0
16. REMARKS	(Blocks 12 & 13) As required for authorized electronic equipment testing. Preliminary (2) days after tests, final copies at completion of ROH.													

PREPARED BY B. O. Steele — B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1 JAN 73 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE.

PAGE 10 OF 19 PAGES

SI040625
NWMAR138965

N00024-82-R-8503
Page 52 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT (D)		
A041	Material History, CFE and GFE aboard ship	SUPSHIP	ASREQ	NLT END of ROH	SUPSHIP 1508	2/0
UDI-L-23414A	CLIN 0001	LT		7 DARC	Ship	2/0
16. REMARKS						TOTAL 4/0
A042	Photographs, Vessel / Antenna photographs only	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	36/1
UDI-A-23027A	CLIN 0001	LT / A		See Block 16		
16. REMARKS	(Block 12 & 13) If required due to configuration change submit negatives to SUPSHIP 10 days prior to end of ROH. SUPSHIP Review cycle is 10 days. The approved negatives submitted for review will be returned to the contractor to allow production of glossy prints. These same negatives are then returned to the Government along with the finished glossy prints within 10 days of ship redelivery. (Block 8) Approval is for technical accuracy and clarity.					TOTAL 36/1
A043	Plan, Safety Study And Safety Procedures	SUPSHIP	ONE/R	20 DAC	SUPSHIP 1508	3/0
UDI-H-23386	SI 009-07, 009-08, 009-10 & 009-24	LT / A		10 DARC		
16. REMARKS	Provide a plan, procedures and instructions to ensure safety of the ship, personnel and equipment for on-site work in accordance with SI's 07, 08, 10 & 24. Also include provisions for men working aloft and diver's over the side. (Block 8) Approval of SUPSHIP is mandatory prior to start of onboard work and is for compliance with the provisions stated herein.					TOTAL 3/0

PREPARED BY	DATE	APPROVED BY	
B. O. Steele SEA 931, Data Manager	3 DEC 81	J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

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SI040626
NWMAR138966

N00024-82-R-8503
Page 53 of 150

ATCH ____ TO EXHIBIT A

CONTRACT DATA REQUIREMENTS

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR ____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY / 11. AS OF DATE	12. DATE OF 1ST SUBMISSION / 13. DATE OF SUBSEQUENT SUBM EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee – Reproducible Copies Required)	
A044	Report, Oil Discharge	UDI-A-23041	SI 009-19 & CLAUSE H-1	SUPSHIP	LT			ASREQ	See Block 16 / See Block 16	SUPSHIP 4212	2/0
										TOTAL	2/0
A045	Certificate of Compliance	DI-E-2121	CLIN 0001	SUPSHIP	LT			ASREQ	See Block 16 / See Block 16	SUPSHIP 1508	1/0
										TOTAL	1/0
A046	Inspection System Program Plan	DI-R-4803	SI 009-04	SUPSHIP	LT	A		ONE/R	20 DAC / 10 DARC	SUPSHIP 1508	5/0
										TOTAL	5/0
A047	Manual with Supplementary Data, Technical, Commercial Equipment	DI-M-2050	SI 009-39 & 009-41	SUPSHIP	LT			ASREQ	See Block 16 / NLT END ROH	SUPSHIP 1508	6/0
										TOTAL	6/0

16. REMARKS (Blocks 12&13) In addition to the requirements of SI 009-19 and in accordance with Section H an oral report will be made immediately upon discovery and a written report is to be submitted to SUPSHIP not later than 24 hours after each spill occurs.

16. REMARKS (Block 3) Commercial brand name products equivalency certification. (Blocks 10, 12&13) The contractor shall provide SUPSHIP sufficient information to insure that the use of alternative items meets military standards/ requirements ASREQ if/whenever commercial purchases are necessary.

16. REMARKS (Block 13) Navy Review Cycle is 15 working days. Approval is for adequacy and technical content. Revision shall be the final.

16. REMARKS (Block 12) Provide to SUPSHIP for review 1 week prior to end of ROH.

PREPARED BY B.O. Steele
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DATE 3 DEC 81

APPROVED BY J. R. EALEY
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PAGE 12 OF 19 PAGES

SI040627
NWMAR138967

N00024-82-R-8503
Page 54 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

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SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID	
A048	2. Report, Failure and Discrepancy 3. LOE Discrepancies; Notification of	6. SUPSHIP	10. ASREQ	12. See Block 16	14. SUPSHIP 1508 3/0
4. UDI-T-23893	5. SI 009-43	7. LT / 8. / 9.	11.	13. See Block 16	
16. REMARKS UDI-T-23983 Only Para 10.1 applies. (Block 12) Orally notify the supervisor immediately upon determination of any discrepancies that cannot be corrected prior to the scheduled LOE and (Block 13) with written notification with 24 hours.					15. TOTAL 3/0
A049	2. Status Reports (General) 3. LOE Discrepencies Status Report	6. SUPSHIP	10. WEEKLY	12. See Block 16	14. SUPSHIP 1508 6/0
4. UDI-S-30606	5. SI 009-43	7. LT / 8. / 9.	11. 0	13. At Weekly progress meeting	
16. REMARKS Delete para. 10.2 of UDI-S-30606. (Block 12) at first weekly progress meeting.					15. TOTAL 6/0
A050	2. Agenda, Sea Trial 3.	6. SUPSHIP	10. ONE/R	12. See Block 16	14. SUPSHIP 1508 4/0 NAVSEA 931H 1/0
4. DI-T-26393B	5. INSURVINST 9080.2	7. LT / 8. A / 9.	11.	13. 3 DARC	
16. REMARKS (Block 12) For ship provide to SUPSHIP for review and approval 10 working days prior to Sea Trial. (Block 8) Approval is for technical content and adequacy. Navy review cycle is 3 working days					15. TOTAL 5/0
A051	2. Report, Ship Trial 3. Report of Sea Trial	6. SUPSHIP	10. ASREQ	12. See Block 16	14. SUPSHIP 1508 4/0 NAVSEA 931H 1/0
4. DI-T-26457 A	5. INSURVINST 9080.2	7. LT / 8. / 9.	11.	13. See Block 16	
16. REMARKS (Block 12) Provide 5 days after Sea Trial. Para 10.2.1, 10.2.4, 10.2.6, 10.2.7 and 10.3 of UDI-T-26457A apply.					15. TOTAL 5/0

PREPARED BY	DATE	APPROVED BY	DATE
B. O. Steele SEA 931, Data Manager	3 DEC 81	J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

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PAGE 13 OF 19 PAGES

17. EVENT CEI NUMBER	23. CONTRACT LINE ITEM NUMBER
18. SOW APPROVAL FORM NUMBER	24. ESTIMATE TOTAL PRICE
19. 20. 21. RESERVED FOR ADP	26. PRICE UNIT
22.	27. ESTIMATED TOTAL COST
17.	23.
18.	24.
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SI040628
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N00024-82-R-8503
Page 55 of 150

ATCH N[illegible] TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS L[illegible]

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SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR

1. Sequence Number	2. Title or Description of Data / 3. Subtitle	4. Authority (Data Item Number)	5. Contract Reference	6. Technical Office	7. DD250 Req	8. App Code (A)	9. Input to IAC (X)	10. Frequency	11. As of Date	12. Date of 1st Submission / 13. Date of Subsequent Subm Event ID	14. Distribution and Addressees (Addressee – Regular Copies Repro Copies)	15. Total
A052	Calculations / Liquid Metering Report	UDI-E-23213	SI 009-19	SUPSHIP	LT			ASREQ		See Block 16 / See Block 16	SUPSHIP 1508	1/0
												1/0
A053	Listing, Instruments / Listing of Thermometers and Gages	UDI-L-26438	SI 009-14	SUPSHIP	LT			ASREQ		See Block 16 / See Block 16	SUPSHIP 1508	1/0
												1/0
A054	Data and/or Analysis Summary / Lab Analysis (Oils & Fuels)	DI-S-30591	SI 009-19	SUPSHP	LT			ASREQ		See Block 16 / See Block 16	SUPSHIP 1508	3/0
												3/0
A055	Report, Technical / Abrasive Blasting Contamination Report	UDI-S-23272C	SI 009-06	SUPSHIP	LT			ASREQ		See Block 16 / See Block 16	SUPSHIP 1508	2/0
												2/0

16. REMARKS (Block 12) Within one week after start of ROH.

(Block 13) When Liquid is removed.

16. REMARKS (Blocks 12&13) 1 day before any thermometers or gages are removed from ship.

16. REMARKS (Blocks 12 & 13) Provide to SUPSHIP within 5 days after Lab Analysis is completed for ship.

16. REMARKS (Blocks 12&13) Immediate verifiable notification orally with a written report submitted with 24 hours and/or prior to removal of contamination and repair of damage. UDI-S-23272C, only para 10.2.b and 10.3.1 apply.

Prepared by	Date	Approved by	Date
B. O. Steele SEA 931, Data Manager	3 DEC 81	J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE.

PAGE 14 OF 19 PAGES

SI040629
NWMAR138969

N00024-82-R-8503
Page 55 of 150
Amendment 0002

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR

Sequence Number	Title or Description of Data / Subtitle	Authority (Data Item Number)	Contract Reference	Technical Office	DD250 Req	App Code (A)	Input to IAC (X)	Frequency	As of Date	Date of 1st Submission	Date of Subsequent Subm Event ID	Distribution and Addressees (Addressee - Regular Copies - Repro Copies)	
A052	Calculations / Liquid Metering Report	UDI-E-23213	SI 009-19	SUPSHIP	LT			ASREQ		See Block 16	See Block 16	SUPSHIP 1508	1/0
												TOTAL	1/0
A053	Listing, Instruments / Listing of Thermometers and Gages	DI-E-7031	SI 009-14	SUPSHIP	LT			ASREQ		See Block 16	See Block 16	SUPSHIP 1508	1/0
												TOTAL	1/0
A054	Data and/or Analysis Summary / Lab Analysis (Oils & Fuels)	DI-S-30591	SI 009-19	SUPSHP	LT			ASREQ		See Block 16	See Block 16	SUPSHIP 1508	3/0
												TOTAL	3/0
A055	Report, Technical / Abrasive Blasting Contamination Report	UDI-S-23272C	SI 009-06	SUPSHIP	LT			ASREQ		See Block 16	See Block 16	SUPSHIP 1508	2/0
												TOTAL	2/0

REMARKS (Block 12) Within one week after start of ROH.

(Block 13) When Liquid is removed.

REMARKS (Blocks 12&13) 1 day before any thermometers or gages are removed from ship.

REMARKS (Blocks 12 & 13) Provide to SUPSHIP within 5 days after Lab Analysis is completed for ship.

REMARKS (Blocks 12&13) Immediate verifiable notification orally with a written report submitted with 24 hours and/or prior to removal of contamination and repair of damage. UDI-S-23272C, only para 10.2.b and 10.3.1 apply.

PREPARED BY B.O. Steele
B. O. Steele SEA 931, Data Manager

DATE 3 DEC 81

APPROVED BY J. R. EALEY
ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD

DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE.

PAGE 14 OF 19 PAGES

SI040630
NWMAR138970

N00024-82-R-8503
Page 56 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)	
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM EVENT ID		
A056	Documentation, Management/Technical Support Ship Departure Report	SUPSHP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-A-26199A	CLIN 0001	LT		See Block 16	SEA 931H	2/0
16. REMARKS (Block 12) Provide 15 days after ROH completion. Report format and content to comply with NAVSEAINST 4790.14 series of 1 July 1977.					TOTAL	5/0
A057	Revision/Supplement Existing Government Document	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-E-26161B	ASREQ by Work Spec's	LT		3 DARC		
16. REMARKS Update and correct the plan to reflect ROH modifications. (Block 12) 1 week prior to end ROH. (Block 3) Schedule of Watertight Integrity Tests and Inspections.					TOTAL	3/0
A058	Revision/Supplement Existing Government Document	SUPSHIP	ASREQ	See Block 16	SUPSHIP 1508	3/0
UDI-E-26161B	ASREQ by Work Spec's	LT		3 DARC		
16. REMARKS Update and correct to reflect ROH modifications. (Block 12) 1 week prior to end of ROH. (Block 3) Tank Capacity and Sounding Curves and Tables.					TOTAL	3/0
A059	Short Form Provisioning Parts List (SFPPL)	NSPCC	See Block 16	See Block 16	See DDL Attached	
DI-V-7003 See Block 16	CLIN 0001	SD	See Block 16	See Block 16	DDL02	1/0
					DDL04	1/0
16. REMARKS In accordance with MIL-STD-1552, MIL-STD-1561 and The Provisioning Requirements Statement (PRS). Blk 7 - DD-250 is for Prov. Act Point of Contact (See PPS) only. Delivery to other addressee(s) to be via "Ltr of transmittal".					TOTAL	2/0

PREPARED BY B. O. Steele — B. O. Steele SEA 931, Data Manager — DATE 3 DEC 81 — APPROVED BY J. R. FALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD — DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 — REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE. — PAGE 15 OF 19 PAGES

SI040631
NWMAR138971

N00024-82-R-8503
Page 57 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS

CATEGORY N/A

SYSTEM/ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY	11. AS OF DATE	12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBM/EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)	
A060	Interim Support Items List	DI-V-7006	CLIN 0001	NSPCC POC CODE	SD			See Block 16	See Block 16	See Block 16	See Block 16	See DDL Attached DDL02 DDL03 DDL04	1/0 1/0 1/0
												TOTAL	3/0
A061	Suppl. Provisioning Technical Doc. (SPTD)	DI-V-7000 See Block 16	CLIN 0001	NSPCC	SD			See Block 16	See Block 16	See Block 16	See Block 16	See DDL Attached DDL02 DDL04	1/0 1/0
												TOTAL	2/0
A062	Manufacturer or Coml Manual (Prov)	DI-V-7001 See Block 16	CLIN 0001	NSPCC	SD			See Block 16	See Block 16	See Block 16	See Block 16	See DDL Attached DDL02 DDL04	1/0 1/0
												TOTAL	2/0
A063	Contract Funds Status Report	DI-F-6004B	MIL-STD-881	SUPSHIP	NO			MTHLY	See Block 16	30 DAC	See Block 16	SUPSHIP 4212	3/0
												TOTAL	3/0

16. REMARKS: In accordance with MIL-STD-1552, MIL-STD-1561 and The Provisioning Requirements Statement. Blk 7 - DD-250 is for Prov. Act. Point of Contact (See PPS) only. Delivery to other addressee(s) to be via "Ltr of transmittal".

16. REMARKS: In accordance with MIL-STD-1552, MIL-STD-1561 and The Provisioning Requirements Statement (PRS). Blk 7 - DD-250 is for Prov. Act. Point of Contact (See PPS) only. Delivery to other addressee(s) to be via "Ltr of transmittal".

16. REMARKS: In accordance with MIL-STD-1552, MIL-STD-1561 and The Provisioning Requirements Statement (PRS). Blk 7 - DD-250 is for Prov. Act. Point of Contact (See PPS) only. Delivery to other addressee(s) to be via "Ltr of transmittal".

16. REMARKS: (Block 13) Monthly during the actual performance period of the ROH. (Block 11) Friday preceding the monthly report. Report to include the following categories; K Alts, ORDALTS and Repairs. Repairs subdivided into; D&E Alts, CSMP, Supplemental, and Emergent.

PREPARED BY	DATE	APPROVED BY	DATE
B.O. Steele B.O. Steele SEA 931, Data Manager	3 DEC 81	J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE.

PAGE 16 OF 19 PAGES

17. EVENT CODE NUMBER	18. 90B APPROVAL FORM NUMBER	19. RESERVED FOR ADP	20.	21.	22.	23. CONTRACTOR FILE DOCUMENT NUMBER	24. ESTIMATED NUMBER OF PAGES	25. PRICE GROUP	26. ESTIMATED TOTAL PRICE

CONTRACT VALUE

SI040632
NWMAR138972

N00024-82-R-8503
Page 58 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-9334

CONTRACT DATA REQUIREMENTS LIST

CATEGORY N/A

SYSTEM/ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY	11. AS OF DATE	12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBM'EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee - Regular Copies Repro Copies)		15. TOTAL
1. A064	2. Cost Performance Report 3.			6. SUPSHIP				10. MTHLY		12. 30 DAC		14. SUPSHIP 4212	3/0	15. 3/0
4. DI-F-6000C		5. MIL-STD-881 (para.1.1.H)		7. NO	8.	9.		10. 0		12. 30 DAC				

16. REMARKS DI-F-6000C modified as follows: Paragraphs 3.1 and 10.2.3, format 2 not required. Paragraphs 3.1 and 10.2.5, format 4 not required. Paragraph 10.2.2.12.5 thresholds are plus or minus 10%. Reporting is as specified herein. Paragraph 10.2.2, for format 1 provide;

COL. I Cost Elements
(1) Direct Labor
(2) Applied Overhead
(3) Material
(4) Subcontractors
(5) Other Costs (G&A)
(6) Open Commitments
(7) Estimated cost of authorized unpriced work

COL. II Current Period
COL. III Cumulative to Date
COL. IV At Completion

and any other information required by SUPSHIP broken down to work breakdown structure level 3. In addition to format 1 provide data at the specification work item level (work breakdown structure level 3) supporting the summary inputs reported on format 1 for work breakdown structure level 3. Support data to include the above required information for each specification work item.

PREPARED BY	DATE	APPROVED BY	DATE
B.O. Steele B.O. Steele SEA 931, Data Manager	3 DEC 81	J.R. FILEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD	11 DEC 1981

DD FORM 1 JAN 79 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE

PAGE 17 OF 19 PAGES

17. EVENT CEI NUMBER	18. CONTRACTOR FILE DOCUMENT NUMBER
19. DOD APPROVAL FORM NUMBER	24. ESTIMATED NUMBER OF PAGES
19. 20. 21. RESERVED FOR ADP	25. PRICE GROUP
22.	26. ESTIMATED TOTAL PRICE
17.	23.
18.	24.
19. 20. 21.	25.
22.	26.
17.	23.
18.	24.
19. 20. 21.	25.
22.	26.
17.	23.
18.	24.
19. 20. 21.	25.
22.	26.
CONTRACT VALUE	

SI040633
NWMAR138973

N00024-82-R-8503
Page 59 of 150

ATCH NR _____ TO EXHIBIT A

TO CONTRACT PR N00024-82-PR-93324

CONTRACT DATA REQUIREMENTS

CATEGORY N/A

SYSTEM/ITEM USS HENRY B. WILSON (DDG 7)

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	6. TECHNICAL OFFICE	10. FREQUENCY	12. DATE OF 1ST SUBMISSION	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)
4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	7. DD250 REQ / 8. APP CODE (A) / 9. INPUT TO IAC (X)	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBM/EVENT ID	
A065	Report, Contract Engineering and Technical Services	SUPSHIP	OTIME	See Block 16	SUPSHIP 1508 4/0
UDI-E-23127B	CLIN 0001	LT			

16. REMARKS (Block 12) NLT 10 days prior to end of ROH. UDI-E-23127B only 10.g -10.j apply. For 10.j substitute; report shall list newly installed, not installed and improperly installed field changes. (Block 3) Electronic Equipment Field Change Report.

TOTAL 4/0

1.	2.	6.	10.	12.	14.
A066	Docking Procedures Documentation	SUPSHIP	ONE/R	See Block 16	SUPSHIP 1508 1/0
UDI-E-26403	Spec Item # 997-11-001	LT / A		See Block 16	

16. REMARKS (Block 4) Delete 10.1 subpara. (1) and 10.2 delete reference to 10.1 subpara. (1) of UDI-E-26403. (Block 8) Approval is for technical content and adequacy. (Block 12) NLT 10 days prior to docking evolution if requirements are different than those submitted with the contractors proposal. (Block 13) 3 DARC or 5 days after any other need for change becomes known.

TOTAL 1/0

16. REMARKS

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TOTAL

PREPARED BY R. O. Steele SEA 931, Data Manager — DATE 3 DEC 1981 — APPROVED BY J. R. EALEY ALT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD — DATE 11 DEC 1981

DD FORM 1 JAN 75 1423 S/N 0102-LF-014-2300 — REPLACES EDITION OF 1 JUN 69, WHICH IS USABLE. — PAGE 18 OF 19 PAGES

17. EVENT CODE NUMBER — 18. 90B APPROVAL FORM NUMBER — 19. 20. 21. RESERVED FOR ADP — 22. — 23. CONTRACTOR FILE DOCUMENT NUMBER — 24. ESTIMATED NUMBER OF PAGES — 25. PRICE GROUP — 26. ESTIMATED TOTAL PRICE — CONTRACT VALUE

SI040634
NWMAR138974

N00024-82-R-8503
Page 60 of 150

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT A
TO CONTRACT PR N00024-82-PR-93324
CATEGORY N/A
SYSTEM/ITEM USS HENRY B. WILSON (DDG 7)
CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA / 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. APP CODE (A)	9. INPUT TO IAC (X)	10. FREQUENCY	11. AS OF DATE	12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBM/EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee – Regular Copies Repro Copies)	15. TOTAL
A067	Agenda, Post Drydock Sea Trial	UDI-E-23151	CLIN 0001	SUPSHIP	LT			OTIME		See Block 16		SUPSHIP 1508 6/0	6/0
A068	Report, Ship Trial / Post Dock Trial Report	DI-T-26457A	CLIN 0001	SUPSHIP	LT			OTIME		See Block 16		SUPSHIP 1508 4/0	4/0

16. REMARKS
(Block 12) 21 days prior to dock trial.

16. REMARKS
(Block 12) 10 days after respective trial. DI-T-26457A only 10.2.2, 10.2.3, 10.2.4, 10.2.5 and 10.3 apply.

16. REMARKS
This space intentionally left blank

16. REMARKS
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17. EVENT CEI NUMBER	23. CONTRACTOR FILE DOCUMENT NUMBER
18. 908 APPROVAL FORM NUMBER	24. ESTIMATED NUMBER OF PAGES
19. 20. 21. RESERVED FOR ADP	25. PRICE GROUP
22.	26. ESTIMATED TOTAL PRICE
CONTRACT VALUE	

PREPARED BY B.O. Steele
B. O. Steele SEA 931, Data Manager
DATE 3 DEC 81
APPROVED BY J. R. EALEY
CAPT. CHAIRMAN NAVSEA DATA REQUIREMENTS REVIEW BOARD
DATE 1 DEC 1981

DD FORM 1 JAN 73 1423 S/N 0102-LF-014-2300 REPLACES EDITION OF 1 JUN 68, WHICH IS USABLE.

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INSTRUCTIONS FOR COMPLETING DD FORM 1423

FOR GOVERNMENT PERSONNEL

This form (or its equivalent adapted for ADPE) shall be used whenever data is required to be delivered under a contract. The form *(except Items 23 through 26)* shall be completed in accordance with Departmental procedures, and furnished to the contracting officer by the personnel responsible for determining the data requirements of the contract.

FOR THE CONTRACTOR

1. The estimated prices filled-in in Item 26 will not be separately used in evaluation of offers.

2. Each offeror may complete Items 23 and 24 in accordance with the following instructions:

Item 23. Contractor File/Document Number - Enter bidder's or offeror's internal filing or document number, if applicable.

Item 24. Estimated Number of Pages - Enter the estimated number of pages, drawings, etc., for single preparation.

3. Each offeror shall complete Items 25 and 26 in accordance with the following instructions *(this does not apply to advertised contracts or to negotiated contracts under $100,000)*.

Item 25. Price Group - Contractors shall specify one of the four following groups of effort in developing estimated prices for each item of data listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort *(production, development, testing, and administration)* but which is required by DD Form 1423.

Estimated Price - Costs to be considered under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administrative and other expenses related to reproducing and delivering such data items to the Government.

Example for Group I - A technical manual prepared for military use only. The estimated price of the manual would be noted on the DD Form 1423 exclusive of cost for any of the manual material that had been generated for other purposes *(e.g., drawings used both for production and as illustrations in the manual)*.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control or quality of the data item.

Estimated Price - Costs to be considered under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

Example for Group II - In the case of MIL-D-1000 Form 1 drawings *(drawings to military standards)*, the estimated price of the data item begins only after the engineering and manufacturing information has been developed and the final form original drawings have been initiated. The estimated price shall not include the cost of configuration control, but shall include any additional quality assurance and control of the drawings but not related to engineering configuration control. Not to be considered is "design effort" expended on layout drawings and other data which serve principally as a medium for developing design and are not used in manufacture, production or test of the end item.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency or submittal, preparation, control and quality of data.

Estimated Price - Costs to be considered under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

Example for Group III - A drawing prepared to Form 2 or 3 of MIL-D-1000 *(drawings to company standards)* which had been used in the manufacturer's normal plant activities.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Example for Group IV - A brochure or short manual used in a company's normal commercial business, that is acquired by the Government in such small quantities that cost of determining a charge would not be practical.

Item 26. Estimated Total Price.

a. For each item of data listed, the bidder or offeror shall enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required.

b. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

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Attachment A to Exhibit(s) A, _, _, _, _

GENERAL DD FORM 1423 GLOSSARY

(Addressee listing begins with page viii)

The items listed below are explanations to headings and blocks that are on the Exhibit(s) (DD Form 1423).

1. "TO EXHIBIT" - Exhibit identifier as listed in the contract schedule.

2. "CLIN" - The contract line item number which invokes the particular DD Form 1423 as an Exhibit to the contract.

3. "TO CONTRACT/PR" - Actual procurement instrument identification number (PIIN) [i.e., contract number, purchase request number, etc.].

4. "CATEGORY" - Alpha code for the functional category of data from the table below. If the individual DD Form 1423 contains more than one category, this block should read "N/A" or be left blank.

Code	Category of Data	Code	Category of Data
A	Administrative/Management	P	Procurement/Production
E	Engineering and Configuration Documentation	R	Related Design Requirements
F	Financial	S	System/Subsystem Analyses
H	Human Factors	T	Test
L	Logistic Support	V	Provisioning
M	Technical Publications	N/A	Multiple Categories

5. "SYSTEM/ITEM" - System/Item name, project designator, or title of services being procured.

6. "CONTRACTOR" - Negotiated contractor's name or identification code, a slash and the contractor's Federal Supply Manufacturer's Code (FSMC), if appropriate.

7. "PREPARED BY/DATE" - Name, title, office code, and signature of person responsible for preparing the Contract Data Requirements List and preparation date.

8. "APPROVED BY/DATE" - Name and signature of chairman of the Data Requirements Review Board (DRRB) if contract exceeds $1M or data cost exceeds $100K. If less than these thresholds, approval is by the designated Data Manager. Date Exhibit approved for procurement action.

9. "CONTRACT VALUE" - Negotiated price of the contract or estimated total cost of the proposed contract.

Detailed DD Form 1423 Information:

"BLOCK 1" - SEQUENCE NUMBER - Exhibit line item number (ELIN) of the data item. The letters "I" and "O" are not used. ELIN sequencing order can be found in the ASPR 20-306.3. All ELINs between the first and last ELIN are accounted for in the exhibit.

"BLOCK 2" - TITLE OR DESCRIPTION OF DATA - Title of the data item description (DID).

"BLOCK 3" - SUBTITLE OF DATA - Title of the data item, if it differs from the official title of the DID or requires further identification.

"BLOCK 4" - AUTHORITY (DATA ITEM NUMBER) - DID identification number, DI is the code for a standard DID and UDI for a unique DID. If more than one data item description number is listed, it indicates consolidation of two or more DIDs to meet the data requirement. This relationship will be further explained in Block 16. When interpreting requirements of the Data Item Description (DD Form 1664), only Block 10 is contractual, the remaining blocks are informational only.

"BLOCK 5" - CONTRACT REFERENCE - Indicates the specific effort within the contract from which data are a product or by-product.

"BLOCK 6" - TECHNICAL OFFICE - The office responsible for advising the Administrative Contracting Officer (ACO) on the technical adequacy of the data.

"BLOCK 7" - DD Form 250 REQUIREMENT - Designation of the location for performance of Government inspection and acceptance as indicated in the table below. The DD Form 250 shall be delivered to the first addressee in Block 14 unless otherwise indicated in Block 16. The letter "D" in Block 7 requires a DD Form 250 to be signed by each addressee in Block 14 unless otherwise indicated in the contract.

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Code	Inspection	Acceptance
SS	*Source (DD Form 250 required)	*Source (DD Form 250 required)
DD	Destination (DD Form 250 required)	Destination (DD Form 250 required)
SD	*Source (DD Form 250 required)	Destination (DD Form 250 required)
DS	Destination (DD Form 250 required)	*Source (DD Form 250 required)
**LT	Letter of Transmittal only	
**NO	No inspection or acceptance	
XX	Inspection and acceptance requirement specified elsewhere in contract	

* Source indicates contractor's facility.
** Use of this symbol is not authorized for engineering data such as drawings, specifications, and technical manuals.

"BLOCK 8" - APPROVAL CODE - An "A" indicates that advance written approval by a Government representative is required prior to final acceptance by the Government, or prior to publication and distribution of the final version of the document to addressees in Block 14. Clarification of approval will be defined in Block 16 as to its scope and depth. If a preliminary draft is required it will be indicated in Block 14 or 16. A "D" indicates that a distribution statement is required and is to be obtained from the program office. An "N" means that the distribution statement is not required.

Code	When Used
A	Approval required
D	Distribution statement required
AD	Both approval and distribution statement required
AN	Approval required, distribution statement not required
N or BLANK	Both approval and distribution statements not required

"BLOCK 9" - INPUT TO IAC - "X" entry indicates data are an input to an Integrating Associated Contractor (IAC) or data are the integrated result of specific inputs from other participating contractors. Further explanation is given in Block 16.

"BLOCK 10" - FREQUENCY - The appropriate frequency code of data requirements indicated in this block are from the codes in the table below. If data are of a recurring type, it is to be submitted at the end of the reporting period established in this block unless otherwise indicated in the data preparation instruction in Blocks 12, 13 or 16.

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Code	Key
DAILY	Daily
WEKLY	Weekly
BI-WE	Each two weeks
MTHLY	Monthly
BI-MO	Each two months
QRTLY	Quarterly
ANNLY	Annually
SEMIA	Each 6 months
ONE/R	One time and revisions
R/ASR	Revisions as required
ASREQ	As required
CP/RQ	Change pages as required
DFDEL	Deferred delivery
ONE/P	One-time preliminary draft
OTIME	One time
2TIME	Two separate submittals
XTIME	Submit X number of times where X takes on a value of three or more

"BLOCK 11" - AS OF DATE - Date for cutting off collection of data. For single submittal of data, date will be entered as follows: year/month/day. For recurring type data, a numeral will indicate the number of days prior to the end of the report period, established in Block 10, that data collection will be cut off. Block 16 may be used for further explanation.

"BLOCK 12" - DATE FOR FIRST SUBMISSION - Due date for initial data submission. This is normally the postage date or date delivered to the ACO, entered as follows: year/month/day, or keyed to an event as shown in the table below:

Code	Definition
XDAC	Days after contract award
DFDEL	Deferred delivery
NLT	Not later than
XDACM	Days after contract modification
XDPDCT	Days prior to design certification test
XDARP	Days after reporting period
XDARC	Days after receipt of comments
XDATC	Days after test completion
XDPTT	Days prior to test

(Note: "X" is assigned a value indicating the number of days. Example: 30 DAC.)

"BLOCK 13" - DATE SUBSEQUENT SUBMISSION/EVENT IDENTIFICATION - Actual due dates by year/month/day or keyed to an event as shown in table above.

SI040640
NWMAR138980

"BLOCK 14" - DISTRIBUTION AND ADDRESSEES - Code of addressees and the number of copies (regular or reproducible) each addressee is to receive. Codes and symbols of the addressees are explained in attached list (See note below) giving full mailing addresses. Regular copies required will be to the left of the slash mark and reproducible copies to the right. The type of the reproducible copies are explained in Block 16 if not described in the DD Form 1664. The first addressee shall receive the DD Form 250 unless otherwise indicated in Block 16. (Note: page viii of this attachment will contain the address of each Activity Code referenced in Block 14 of the DD Form 1423.)

"BLOCK 15" - TOTAL - Summation of the requirements listed in Block 14. Number of regular copies required will be to the left of the slash mark and number of reproducibles to the right.

"BLOCK 16" - REMARKS - Contains all pertinent data information not specified elsewhere on this DD Form 1423 and any amplification of other blocks on this form. Clarification of approval will be defined as to its content, format, and future actions.

"BLOCK 17" - EVENT/CEI NUMBER - Identification number of management system and/or configuration item number of configuration management system.

"BLOCK 18" - OMB APPROVAL/FORM NUMBER - Office of Management and Budget assigned "Public reports approval number" if the data require such approval, followed by the designated Government form number.

"BLOCK 19-22" - RESERVED FOR ADP - Reserved for Government automatic data processing utilization.

Entries to be made by the contractor (Blocks 23-26):

"Block 23" - CONTRACTOR FILE/DOCUMENT NUMBER - Enter bidder's or offeror's internal filing or document number, if applicable.

"BLOCK 24" - ESTIMATED NUMBER OF PAGES - Enter the estimated number of pages, drawings, etc., for single preparation.

"BLOCK 25" - PRICE GROUP - Contractors shall specify one of the four following groups of effort in developing estimated prices for each item of data listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

SI040641
NWMAR138981

Estimated Price - Costs to be considered under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administrative and other expenses related to reproducing and delivering such data items to the Government.

Example for Group I - A technical manual prepared for military use only. The estimated price of the manual would be noted on the DD Form 1423 exclusive of costs for any of the manual material that had been generated for other purposes (e.g., drawings used both for production and as illustrations in the manual).

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control or quality of the data item.

Estimated Price - Costs to be considered under Group II are those incurred over and above the costs of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

Example for Group II - In the case of MIL-D-1000, Form 1, drawings (drawings to military standards), the estimated price of the data item begins only after the engineering and manufacturing information has been developed and the final form original drawings have been initiated. The estimated price shall not include the cost of configuration control but shall include any additional quality assurance and control of the drawings but not related to engineering configuration control. Not to be considered is "design effort" expended on layout drawings and other data which serve principally as a medium for developing design and are not used in manufacture, production or test of the end item.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control and quality of data.

Estimated Price - Costs to be considered under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

Example for Group III - A Drawing prepared to Form 2 or 3 of MIL-D-1000 (drawings to company standards) which had been used in the manufacturer's normal plant activities.

SI040642
NWMAR138982

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Example for Group IV - A brochure or short manual used in a company's normal commercial business, that is acquired by the Government in such small quantities that cost of determining a charge would not be practical.

"BLOCK 26" - ESTIMATED TOTAL PRICE - For each item of data listed the bidder or offeror shall enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required.

The estimated data prices shall not include any amount for rights-in-data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

NOTE: Blocks 25 and 26 do not apply to advertised contracts or to negotiated contracts under $100,000. The estimated prices filled in Block 26 will not be separately used in evaluation of offers.

SI040643
NWMAR138983

LIST OF ADDRESSEES

SEA 0285 SEA 931H	Commander Naval Sea Systems Command Washington, D.C. 20362 Attn: Code
TYCOM	Commander Naval Surface Force United States Pacific Fleet NAB Coronado San Diego, CA 92115
SPCC	Commanding Officer Navy Ships Parts Control Center Mechanicsburg, PA 17055
PERA (CRUDES)	Department of the Navy Naval Sea Systems Command PERA (CURDES) c/o Philadelphia Naval Shipyard Philadelphia, PA 10112
SHIP	Commanding Officer USS HENRY B. WILSON (DDG-7) San Francisco, CA 96683

SI040644
NWMAR138984

DATA DISTRIBUTION LIST (DDL)

PROVISIONING CDRL's A025, A027, A064 AND A065

ADDRESSEE NUMBER	ADDRESSEE'S COMPLETE ADDRESS	ACTIVITY ADDRESS CODE
DDL-01	COMMANDER DEFENSE LOGISTICS SERVICES CENTER (DLSC) FEDERAL CENTER BATTLE CREEK, MICHIGAN 49016	
DDL-02	COMMANDING OFFICER NAVAL SHIP PARTS CONTROL CENTER (NSPCC) BUILDING 312 MECHANICSBURG, PA 17055 MARK FOR - (PROV ACT POC CODE)	N00104
DDL-03	OFFICER IN CHARGE NAVAL SHIP SYSTEM ENGINEERING STATION (NSSES) MECHANICSBURG DETACHMENT MECHANICSBURG, PA 17055 MARK FOR - NAVSSESDETMECH CODE 6833	N65538
DDL-04	NAVAL SEA SYSTEMS COMMAND DEPARTMENT OF THE NAVY WASHINGTON, D.C. 20362 MARK FOR - (ENGR'S CODE)	N00024
DDL-05	COMMANDING OFFICER NAVY SHIPS PARTS CONTROL CENTER (NSPCC) MECHANICSBURG, PA 17055 MARK FOR - CODE 565	

SI040645
NWMAR138985

ITEM J-1, SCHEDULE A

GOVERNMENT FURNISHED MATERIAL (GFM)

Item J- 2

USS HENRY B. WILSON (DDG-7) Overhaul

Work Specifications

dated

Work Specifications are provided separately. Attached is an index of applicable NAVSEA Items and DDG 7 Overhaul Work Specifications.

SI040647
NWMAR138987

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
110-11-001	11011-A, 1 (In Part)	Underwater Body, structural inspection and repair
110-21-001	11021-A, 1 22111-A, 6D, 7D, 22112-A, 6D, 7D	Machinery Spaces, Structural; repairs
123-11-001	12311-A, 1 (In Part), 12315-A, 1 (In Part)	Defueling and Fueling
123-11-002	12311-A, 1	Fuel Oil Tanks, clean and test
123-13-001	12313-A, 1	Feedwater Tanks; clean, repair, inspect, preserve and test
123-14-001	12314-A, 1	Potable Water Tanks; clean, repair, inspect, preserve and test
150-11-001	15011-A, 1	Main Deck House Sides, repairs to
162-80-001	16280-B, 1	Aft Stack Work Platform, Install; (SHIPALT DDG-2-0714D); accomplish
163-11-001	16311-A, 1 52011-A, 1 (In Part)	Seachests; inspect and repair
167-11-001	16711-A, 1	Watertight Closures, replacement and repairs
221-11-001	22111-A, 1	No. 1A and No. 1B Boiler Start of Overhaul Inspection; preparation for
221-11-002	22111-A, 8	No. 1A and No. 1B Boiler Sliding Feet; clean and repair
221-11-003	22111-A, 9A, 9B 9C, 9D,10, 11A, 27A	No. 1A and No. 1B Boiler Internal Fittings; repair and test
221-11-004	22111-A, 16	Boiler Nos. 1A and 1B Safety Valves; repair and test
221-11-005	22111-A, 2A10 (In Part), 3A10 (In Part) 53411-A, 12 (In Part)	Ultra-Sonic Test No. 1A and 1B Boilers, Soot Blower Piping; accomplish

USS HENRY B. WILSON DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
221-11-006	22111-A, 11b, 11c	No. 1A and No. 1B, Boilers, Manhole Plates, Handhole Plates and Seats; repair and test
221-11-007	22111A, 2A1 through 2A9, 2A11, 3A1 through 3A9, 3A11, 9F	Boilers No. 1A and 1B, Non-Destructive Testing
221-11-008	22111-A, 2A10 (In Part), 3A10 (In Part), 22	No. 1A and No. 1B Boiler Soot Blowers; repair and test
221-11-009	22111-A, 21	No. 1A and No. 1B Boiler Direct Water Level Indicators; and Shut Off Valves; repair and test
221-11-010	22111-A, 14 and 15	No. 1A and No. 1B Boiler Gages and Thermometers; repair and calibrate
221-11-012	22111-A, 23	No. 1A and No. 1B Boiler, Idle Boiler Lay Up; accomplish
221-11-013	22111A, 19	Boiler No. 1A and 1B Smoke Indicators; repair
221-11-015	22111-A, 12, 13, 30	No. 1A and 1B Boiler Refractory; renew and repair
221-11-016	22111-A, 12A, 12B, 12C, 12E, 12F, 13A, 13B, 13C, 13E, 13F, 29	No. 1A and 1B Boiler Access Doors and Casings; repair
221-12-001	22112-A, 1	No. 2A and No. 2B Boiler Start of Overhaul Inspection; preparation for
221-12-002	22112A-8	No. 2A and No. 2B Boiler Sliding Feet; clean and repair
221-12-003	22112-A, 9A, 9B, 9C, 9D, 10, 11A, 28	No. 2A and No. 2B Boilers Internal Fittings; repair and test
221-12-004	22112-A, 16	Boiler Nos. 2A and 2B Boiler Safety Valves; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
221-12-005	22112-A, 2A-10 (In Part) 3A-10 (In Part) 53411-A, 12 (In Part)	Ultra-Sonic Test No. 2A and 2B Boilers, Soot Blower Piping; accomplish
221-12-006	22112-A, 11b, 11c	No. 2A and No. 2B, Boilers, Manhole Plates, Handhole Plates and Seats; repair and test
221-12-007	22111A, 2A1, through 2A9, 2A11, 3A1 through 3A9, 3A11, 9F	Boilers No. 2A and No. 2B, Non-Destructive Testing
221-12-008	22112-A, 2A10 In Part, 3A10 In Part, 22	No. 2A and No. 2B Boiler Soot Blowers; repair and test
221-12-009	22112-A, 21	No. 2A and No. 2B Boiler Direct Water Level Indicators; and Shut Off Valves; repair and test
221-12-010	22111-A, 14 and 15	No. 1A and No. 1B Boiler Gages and Thermometers; repair and calibrate
221-12-012	22112-A, 23	No. 2A and 2B Boiler, Idle Boiler Lay Up; accomplish
221-12-013	22112-A, 19	Boiler No. 2A and 2B Smoke Indicators; repair
221-12-015	22112-A, 12, 13, 29	No. 2A and 2B Boiler Refractory; renew and repair
221-12-016	22112-A, 12A, 12B, 12C, 12E, 12F, 13A, 13B, 13C, 13E, 13F, 27	No. 2A and 2B Boiler Access Doors and Casings; repair
221-31-001	22131-A, 1	Ultra-Sonic Test 1A and 1B Boilers, Surface/Bottom Blow Piping; accomplish
221-31-002	22131-A, 3	Boiler Blow Sample Cooler; replace
221-31-003	22131-A, 2 In Part	Boiler Blow Valves; repair
221-32-001	22132-A, 1	Ultra-Sonic Test 2A and 2B Boilers, Surface/Bottom Blow Piping; accomplish

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
221-32-002	22132-A, 3	Boiler Blow Sample Cooler: replace
221-32-003	22132-A, 2 (In Part)	Boiler Blow Valves; repair
231-11-001	23111-A, 1	No. 1 H.P./I.P. and No. 1 L.P. Main Propulsion Turbines; repair and test
231-11-002	23111-A, 2	No. 1 H.P./I.P. Main Propulsion Turbine, Nozzle Control Valves; repair and test
231-12-001	23112-A, 1	No. 2H.P./I.P. and No. 2 L.P. Main Propulsion Turbines; repair and test
231-12-002	23112-A, 2	No. 2 H.P./I.P. Main Propulsion Turbine, Nozzle Control Valves; repair and test
241-11-001	24111-A, 1	No. 1 Shaft Turning Gear, Motor and Controller; repair and test
241-11-002	24111-A, 2	No. 1 Main Thrust Bearing; repair and test
241-12-001	24112-A, 1	No. 2 Shaft Turning Gear Motor; repair
242-11-001	24211-A, 1	No. 1 H.P. and L.P. Flexible Couplings; inspect and repair
242-12-001	24212-A, 1	No. 2 H.P. and L.P. Flexible Couplings; inspect and repair
243-11-001	24311-A, 1 11011-A, 1 (In Part)	Starboard Outboard Propulsion Shafting, Bearings and Seals; inspect and repair
243-12-001	24312-A, 1 11011-A, 1 (In Part)	Port Outboard Propulsion Shafting, Bearings and Seals; inspect and repair
245-11-001	24511-A, 1	Starboard Propeller; inspect and repair
245-12-001	24512-A, 1	Port Propeller; inspect and repair
251-11-001	25111-A, 1	No. 1A1, 1A2, 1B1, 1B2 Main Forced Draft Blowers; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
251-12-001	25112-A, 1	No. 2A1, 2A2, 2B1, 2B2 Main Forced Draft Blowers; repair and test
251-21-001	25121-A, 1	In Port Use Forced Draft Blower 1A and 1B; repair
251-21-002	25121-A, 2	In Port Use Forced Draft Blower 2A and 2B; repair
253-11-001	25311-A, 1	Ultra-Sonic Test No. 1A and 1B Boiler Superheater Outlet Piping to First Line Boiler Valves; accomplish
253-11-002	25311-A, 11	Main Steam System, Flush, Clean and Test; accomplish
253-11-003	25311A, 6	Boiler Main Stop, Remote Operating Gear; repair
253-11-004	25311-A, 2, 3 (In Part) 4, 5, and 9	Main Steam Valves; In-line, repair and test
253-11-005	25311-A, 3 (In Part) & 7 (In Part)	Main Steam Flanged Valves; repair and test
253-11-006	25311-A, 7 (In Part)	Main Steam Strainer; clean and test
253-12-001	25312-A, 1	Ultra-Sonic Test No. 2A and 2B Boiler Superheater Outlet Piping to First Line Boiler Valves; accomplish
253-12-002	25312-A, 10	Main Steam System, Flush, Clean and Test; accomplish
253-12-003	25312-A, 2, 3, (In Part), 4, 5 and 8	Main Steam Valves; In-line, repair and test
253-12-004	25312-A, 6 (In Part)	Main Steam (Astern) Valve; repair and test
253-12-005	25312-A, 3 (In Part)	Main Steam Valves; replace
253-12-006	25312-A, 6 (In Part)	Main Steam Strainer; clean and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
254-11-001	25411-A, 3	No. 1 Main Gland Leak-Off Exhauster, Motor and Controller; repair and test
254-11-002	25411-A, 1, 2 (In Part)	No. 1 Main Condenser and Air Ejector; repair and test
254-11-003	25411-A, 2 (In Part)	Main Air Ejector Condenser Recirculating Valve; repair
254-12-001	25412-A, 3	No. 2 Main Gland Leak-Off Exhauster, Motor and Contoller; repair and test
254-12-002	25412-A, 1, 2 (In Part)	No. 2 Main Condenser and Air Ejector; repair and test
254-12-003	25412-A, 2 (In Part)	Main Air Ejector Condenser Recirculating Valve; repair
254-21-001	25421-A, 1	No. 1A and No. 1B Auxiliary Condensers and Air Ejector Condensers; repair and test
254-22-001	25422-A, 1	No. 2A and No. 2B Auxiliary Condensers and Air Ejector Condensers; repair and test
254-31-001	25431-A, 1	No. 1 Ships Service Turbo Generator Gland Leak-Off Exhauster, Motor and Controller; repair and test
254-31-002	25431-A, 2	No. 1 Auxiliary Gland Exhauster, Motor and Controller; repair and test
254-31-003	25431-A, 3	Gland Exhaust Condenser; repair and test
254-32-001	25432-A, 1	No. 2 Auxiliary Gland Exhauster, Motor, and Controller; repair and test
254-32-002	25432-A, 2	Gland Exhaust Condenser; repair and test
255-11-001	25511-A, 4	Main Feed Piping System, Suction, Discharge, Pipe Supports; repair and test
255-11-002	25511-A, 1 (In Part) and 5	Main Feed Valves; repair and test in place
255-11-003	25511-A, 1 (In Part)	Feedwater Valves; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
255-11-004	25511-A, 1 (In Part)	Main Feed Pump Suction Valves; repair and test
255-11-005	25511-A, 1 (In Part)	Main Feedwater Relief Valves; repair and test
255-12-001	25512-A, 4	Main Feed Pumps No. 2A, 2B and 2C Discharge Angle Lift Check Valves; repair
255-12-002	25512-A, 3	Main Feed Piping System, Suction, Discharge, Pipe Supports; repair and replace
255-12-003	25512-A, 1 (In Part)	Main Feed Valves; repair and test in place
255-12-004	25512-A, 1 (In Part)	Feedwater Valves; repair and test
255-12-005	25512-A, 1 (In Part)	Main Feed Pump Suction Valves; repair and test
255-12-006	25512-A, 1 (In Part)	Main Feedwater Relief Valves; repair and test
255-21-001	25521-A, 1, 25511-A, 3 25580-B, 1 (In Part)	No. 1A, 1B and 1C Main Feed Pumps; repair, test and accomplish SHIPALT DDG-2-725D
255-22-001	25522-A, 1 25512-A, 2 25580-B, 1 (In Part)	No. 2A, 2B and 2C Main Feed Pumps; repair, test and accomplish SHIPALT DDG-2-725D
255-31-001	25531-A, 1	No. 1A Main Feed Booster Pump and Turbine End; repair and test
255-32-001	25532-A, 1	No. 2A Main Feed Booster Pump and Turbine End; repair and test
255-35-001	25535-A, 1 (In Part), 2, (In Part)	No. 1 and 2 Reserve Feed Transfer Pumps, Motors and Controllers; repair and test
255-35-002	25535-A, 1 (In Part) and 2 (In Part)	No. 1 and 2 Reserve Feed Transfer Priming Pump, Motor, Controller and Tank; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
255-35-003	25535-A, 1 (In Part), 2 (In Part)	No. 1B, 1C, 2B and 2C Main Feed Booster Pumps, Motors and Controllers; repair and test
255-41-001	25541-A, 2	Make-up and Excess Feed Valve to Dft. No. One; repair and test
255-41-002	25541-A, 1	Main Condensate System; clean and test
255-42-001	25542-A, 3	Condensate Suction Valves for Main Condensate Pumps No. 2A and 2B; repair
255-42-002	25542-A, 2	Make-up and Excess Feed Valve to Dft. No. Two; repair and test
255-42-003	25542-A, 1	Main Condensate System; clean and test
255-51-001	25551-A, 1	No. 1B Main Condensate Pump and Turbine; repair and test
255-51-002	25551-A, 2	No. 1A Main Condensate Pump, Motor and Controller; repair and test
255-52-001	25552-A, 1	No. 2A Main Condensate Pump and Turbine; repair and test
255-52-002	25552-A, 2	No. 2B Main Condensate Pump, Motor and Controller; repair and test
255-61-001	25561-A, 1	No. 1A and No. 1B, Auxiliary Condenser Condensate Pump, Motor and Controller; repair and test
255-62-001	25562-A, 1	No. 2A and No. 2B, Auxiliary Condenser Condensate Pump, Motor and Controller; repair and test
255-71-001	25571-A, 2 25511-A, 1 (In Part)	No. 1 Deaerating Feed Tank; repair and test
255-72-001	25572-A, 2 25512-A, 1 (In Part)	No. 2 Deaerating Feed Tank; repair and test
255-81-001	25581-B, 1	Main Feed Pump Lube Oil Pump, Automatic Starter SHIPALT DDG2-0729D; accomplish

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
256-11-001	25611-A, 3	Salt Water Cooling, Valve; repair
256-11-002	25611-A, 2	Salt Water Cooling, Duplex Strainers; repair
256-12-001	25612-A, 2 (In Part)	Salt Water Cooling, Duplex Strainers; repair
256-12-002	25612-A, 2 (In Part)	Salt Water Cooling, Valve; repair
256-21-001	25621-A, 1	No. 1 Main Condenser Circulating Pump and Turbine End; repair and test
256-22-001	25622-A, 1	No. 2 Main Condenser Circulating Pump and Turbine End; repair and test
258-11-001	25811-A, 1 (In Part)	High Pressure Drain Valves; replace
258-11-002	25811-A, 1 (In Part)	High Pressure Drain Valves; replace
258-12-001	25812-A, 1 (In Part)	High Pressure Drain Valves; replace
258-12-002	25812-A, 1 (In Part)	High Pressure Drain Valves; replace
259-11-003	25911-A, 1, 2, 4A and 4C	No. 1A and 1B Boiler Uptakes; repair
259-12-001	25912-A, 1 and 2	No. 2A and 2B Boiler Uptakes; repair
259-80-001	25980-B, 1	Install Aft Stack Louvers, SHIPALT DDG2-680D; accomplish
261-11-001	26111-A,5	Ultra-Sonic Test Fuel Oil Service Piping; accomplish
261-11-002	26111-A,6	Fuel Oil Service Suction and Discharge and Transfer System Piping; replace and test
261-11-003	26111-A, 4	Fuel Oil Systems, Spray Shields; install
261-11-004	26111-A, 1	Fuel Oil Service System; flush

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
261-11-005	26111-A, 2	Fuel Oil Service Discharge System Quick Closing Valves No. 1A and 1B Boilers; repair
261-12-001	26112-A, 5	Ultra-Sonic Test Fuel Oil Service System Piping; accomplish
261-12-002	26112-A, 6	Fuel Oil Service Suction and Discharge and Transfer System Piping; replace and test
261-12-003	26112-A, 4	Fuel Oil Systems, Spray Shields; install
261-12-004	26112-A, 1	Fuel Oil Service System; flush
261-12-005	26112-A, 2	Fuel Oil Service Discharge System Quick Closing Valves No. 2A and 2B Boilers; repair
261-21-001	26121-A, 1 (In Part)	1A and 1B Fuel Oil Service Pump, Pressure Governor Valves; repair and test
261-21-002	26121-A, 2	No. 1C Port Fuel Oil Service Pump, Motor and Controller; repair and test
261-22-001	26122-A, 1 (In Part)	2A and 2B Fuel Oil Service Pump Pressure Governor Valves; repair and test
261-22-002	26122-A, 2	No. 2C Port Fuel Oil Service Pump, Motor and Controller; repair and test
261-80-001	26180-B, 1	Fire Safe Fuel Oil Strainer S/A DDG2-746D
262-11-001	26211-A, 1 In Part	Main Lube Oil Duplex Strainer; repair and test, install (500) Aluminum Spray Shields
262-11-002	26211-A, 1 (In Part)	No. 1 Main Lube Oil Cooler; repair
262-12-001	26212-A, 1 In Part	Main Lube Oil Duplex Strainer; repair and test, install (500) Aluminum Spray Shields

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
262-12-002	26212-A, 1 (In Part)	No. 2 Main Lube Oil Cooler; repair
262-31-001	26231-A, 1	No. 1 Attached Lube Oil Pump and Drive Assembly; repair and test
262-32-001	26232-A, 1	No. 2 Attached Lube Oil Pump and Drive Assembly; repair and test
262-41-001	26241-A, 1	No. 1A Turbine Driven Lube Oil Service Pump and Turbine End; repair and test
262-41-002	26241-A, 1 (In Part)	1A Lube Oil Service Pump, Leslie Pump Governor Valve; repair and test
262-42-001	26242-A, 1	No. 2A Turbine Drive Lube Oil Service Pump and Turbine End; repair and test
262-42-002	26242-A, 1 (In Part)	2A Lube Oil Service Pump, Leslie Pump Governor Valve; repair and test
264-31-001	26431-A, 1 and 2	No. 1 and No. 2 Lube Oil Purifiers, Motors, and Controllers; repair and test
311-11-001	31111A-1, (In Part)	No. 1A and No. 1B Ships Turbine Generator Sets, Turbine and Reduction Gear Ends; repair and test
311-11-002	31111-A, 1 (In Part)	Ship's Service Turbine Generator No. 1A and 1B; repair
311-13-001	31113-A, 1 (In Part)	No. 2A and No. 2B Ships Turbine Generator Sets, Turbine and Reduction Gear Ends; repair and test
311-13-002	31113-A, 1 (In Part)	Ship's Service Turbine Generator No. 2A and 2B; repair
312-11-002	31211-A, 1 (In Part	Emergency Diesel Generator No. 1, Auto Start Controller; repair
312-11-003	31211-A, 1 (In Part)	Meters, Ships Service Emergency Switchboard No. 1E; repair and calibrate
312-12-001	31212-A, 1 (In Part)	No. 2 Emergency Diesel Generator Engine, Governor and Oil Pump; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
312-12-002	31212-A, 1 (In Part)	Emergency Diesel Generator No. 2, Auto Start Controller; repair
312-12-003	31212-A, 1 (In Part)	Meters, Ships Service Emergency Switchboard No. 2E; repair and calibrate
314-21-001	31421-A, 1	7.5 KW 400HZ Motor Generator and Control Unit; repair
314-21-002	31421-A, 2	30 KW 400 HZ System; repair and test
314-31-001	31431-A, 2	Monitor-Voltage and Frequency; repair
314-31-002	31431-A, 3	Line Voltage Regulator; repair
314-31-003	31431-A, 1	Static Metallic Rectifier Power Supply; repair
331-80-001	33180-B, 1	Replenishment at Sea and Boat Handling Station, Red Lighting; SHIPALT DDG2-653D
342-21-001	34221-A, 1 In Part	No. 1 Emergency Diesel Engine Salt Water Booster Pump and Motor; repair and test
342-21-002	34221-A, 1 (In Part)	No. 1 Diesel Oil Transfer Pump, Motor and Controller; repair and test
342-22-001	34222-A, 1 In Part	No. 2 Emergency Diesel Engine Salt Water Booster Pump and Motor; repair and test
342-22-002	34222-A, 1 (In Part)	No. 2 Diesel Oil Transfer Pump, Motor and Controller; repair and test
400-11-001	40011-A, 1	Electromagnetic Interference (EMI) Survey; conduct
421-11-001	42111-A, 1	Magnetic Compass; calibrate
422-11-001	42211-A, 1	Navigation and Signal Lights; repair and test
423-15-001	42315-A, 1	Direction Finder Set; repair and test
424-11-001	42411-A, 1	Sonar Sounding System Transducer; replace and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
426-11-001	42611-A, 1	Gyro Compasses, MK 19 Mod 3/3A; repair and test
426-21-001	42621-A, 1	Dead Reckoning Tracer (DRT) and Dead Reckoning Analyzer (DRA); repair and test
426-22-001	42622-A, 1 and 2	Underwater Log System; repair and test
426-23-001	42623-A, 1	Plotting System, Mk NC-2 Mod 0; repair and test
431-11-001	43111-A, 2	Main IC Switchboard Meters; repair and calibrate
431-11-002	43111-A, 1	I.C. Switchboard; repair and test
432-11-001	43211-A, 1	Dial Telephone Switchboard; repair and test
433-11-001	43311-A, 1	General Announcing System Circuit "1MC"; repair and test
436-11-001	43611-A, 1 (In Part)	Machinery Space Alarms, CKT "EJ" and "EQ"; repair and test
436-11-002	43611A, 1 (In Part)	Machinery Space Alarms, CKT "EA"; repair and test
436-11-003	43611-A, 1 (In Part)	Lube Oil Low Pressure, Generator Air, Bearing High Temp. Alarm Sys. CKTS, "1EC", "2EC", "ED", "EF", "EK" and "EW"; repair and test
436-11-004	42611-A, 1 (In Part)	Water Level Alarm CKT 1TD; repair and test
437-11-001	43711-A, 2	Magazine High Temperature and Sprinkling Alarm Switchboards (CKT "F. and F.H."); repair
437-11-002	43711-A, 3	Bilge Flooding Alarm CKT, "FD"; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
437-11-003	53111-A, 2 (In Part) 53112-A, 2 (In Part)	Distillant Plant Salinity System "1SB"; repair and test
437-11-004	43711-A, 1	Condensate Salinity System "2SB"; repair and test
440-21-001	44021-A, 1	Receiving Satellite Set; repair and test AN/SSR-1
440-21-002	44021-A, 2 (In Part)	Satellite Communication Antenna Group OE-82C/WSC-1(v); repair and test
440-21-003	44021-A, 2 (In Part)	Satellite Communication Equipment; repair and test
440-41-002	44041-A, 1 (In Part)	Data Processing Set; repair and test
440-41-004	44041-A, 1 (In Part)	Recorder Reproducer Signal Data; repair and test
441-11-001	44111-A, 3	35 Ft Fiberglass Antennas; repair and test
441-11-002	44111-A, 2	Twin Fan Antenna; repair and test
441-13-001	44113-A, 1	Communication Antenna; repair and test
441-21-001	44121-A, 1	Antenna Coupler and Control Unit; repair and test
441-21-002	44121-A, 2	Antenna Coupler; repair and test
441-21-003	44121-A, 3	Antenna Coupler; repair and test
441-21-004	44121-A, 4	Antenna Coupler; repair and test
442-11-001	44211-A, 1A	Communication Set Sonar; repair and test
442-11-002	44211-A, 1B	Underwater Telephone Transducers; replace and test
443-11-001	44311-A, 1	Steam Whistle; repair
445-11-001	44511-A, 1	Teletype Reperforator; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
446-21-001	44621-A, 1, 2	Tempest Deficiencies; correct
450-11-001	45011-A, 5	Radar Switchboards; repair and test
450-11-002	45011-A, 3, In Part	Amplifier Trigger Pulse; repair and test
450-11-003	45011-A, 3, In Part	Amplifier, Video, Trigger Pulse; repair and test
450-11-005	45011-A, 2	Indicator Group; repair and test
450-11-006	45011-A, 4	Indicator Group; repair and test
451-10-001	45110-A, 3	Radar, Surface Search Antenna; remove, replace and test
451-10-002	45110-A, 1	Surface Search Radar Antenna Wave Guides; remove, repair and install
451-10-003	45110-A, 2	Radar System, Surface Search; repair and test
452-29-001	45229-A, 2	Radar, Air Search Antenna; remove, replace and test
452-29-002	45229-A, 4, 5	AN/SPS-29 Radar Cooling, Pump, Motor and Controller; repair
452-29-003	45229-A, 3 (In Part)	AN/SPS-29 Radar Cooling, Heat Exchanger; repair
452-29-004	45229-A, 6	Air Search Radar Antenna Waveguide; remove, repair and reinstall
452-29-005	45229-A, 7	Detecting and Ranging Set; radar
455-11-001	45511-A, 10	Decoder Group; repair and test
455-11-003	45511-A, 3	Antenna Assembly; replace and test
455-11-004	45511-A, 6	Blanker Interference, repair and test
455-11-005	45511-A, 9	Interrogator Set; repair and test
455-11-006	45511-A, 7	Switching Group Radio Frequency; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
455-11-007	45511-A, 8	Control Monitor; repair and test
455-11-008	45511-A, 5	Generator Pulse; repair and test
455-11-009	45511-A, 4	Transponder Set; repair and test
460-23-001	46023-A, 1 (In Part)	Sonar Cooling System, Temperature Regulating Valve, repair
460-23-002	46023A, 1 (In Part)	Sonar Cooling System, Heat Exchanger; repair
460-23-003	46023-A, 8, 9	Sonar Cooling System, Motor, Pump and Controller, repair
460-23-004	46023A, 7	Sonar Cooling System, Duplex Strainer; repair
460-23-005	46023-A, 1 (In Part	Sonar Cooling System, repair, clean and flush
475-11-001	47511-A, 1, 2	Deguassing System; inspect and repair
481-68-001	48168-A, 1 (In part)	Stable Element MK 16; repair and test
481-68-002	48168-A, 1 (In part)	MK 47 Mod 8 Computer, install and test
481-68-003	48168-A, 1 (In part)	MK 68 Gun Director; install and test
482-01-001		ORDALT 7911; accomplish
482-01-002		ORDALT 8150; accomplish
482-01-003		ORDALT 8175; accomplish
482-01-004		ORDALT 8330; accomplish
482-01-005		ORDALT 8374; accomplish
482-01-006		ORDALT 8540; accomplish
482-01-007		ORDALT 9046; accomplish
482-01-008		ORDALT 8952; accomplish
482-01-009		ORDALT 8817, 8818, 8831 and 9019; accomplish

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
482-01-010		ORDALT 8695 and 8868; accomplish
482-01-011		ORDALT 9330; accomplish
482-01-012		ORDALT 9132; accomplish
482-01-013		ORDALT 9174; accomplish
482-01-014		ORDALT 8246; accomplish
482-01-015		ORDALT 8042; accomplish
482-01-016		ORDALT 8254; accomplish
482-01-017		ORDALT 9211; accomplish
482-01-018		ORDALT 9219; accomplish
482-11-001	48211-A, 2	Target Designation System; repair and test
482-74-001	48274-A, 1	Director MK 73 and Radar Set AN/SPG-51C; repair and test
482-74-002	48274-A, 2	Director MK 73 and Radar Set AN/SPG-51C; repair and test
512-11-001	51211-A, 9 51211-A, 42	Vent Fans; repair
512-11-002	51211-A, 4, 5 and 7	Ventilation Lagging; replace
512-11-003	51211-A, 3 and 6	Ventilation; repair
512-11-004	51211-A, 44	Recirc Air Vent System; repairs to
512-81-001	51181-B, 1	Vent General Workshop, (ShipAlt DDG-2-693D) accomplish
513-11-001	51311-A, 1	Vent Fan, Motor, and Controller; repair
516-11-001	51611, 1 (In Part)	Refrigeration Plant, Compressors, Motors and Controllers; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
516-11-002	51611-A, 1 (In Part)	Refrigeration Condensers; repair and test
516-11-003	51611-A, 1 (In Part)	Refrigeration Plant Freon System Valves, Strainers and Dehydrators; repair
516-11-004	51611-A, 1 (In Part)	Refrigeration Plants; Clean, Pressure and Leak Test, Purge, Evacuate, Dehydrate, Charge and Operational Test
520-11-001	52011-A, 1 (In Part), 22131-A, 2 (In Part), 22132-A, 2 (In Part)	Sea Valves; repair and test
521-11-001	52111-A, 1	Fire Main Valves; repair and test
521-11-003	52111-A, 7	Firemain Valves and Y-Type Strainer; replace
521-11-004	52111-A, 6	Fire Pump No. 5, Firemain Valves; repair and test
521-11-005	52111-A, 2	Fire Main and Flushing S.W. Reducing Station; replace
521-11-006	52111-A, 4	Fire Main Valve Remote Operating Gear, repair
521-21-001	52121-A, 1 (In Part)	No. 2 and No. 4 Turbine Driven Fire Pumps, Leslie Pump Governor Valve; repair and test
521-21-002	52121-A, 2 and 52180-B, (In Part)	No. 1, 3, 5 and 6 Fire Pumps, Motors and Controllers; repair, test and accomplish SHIPALT DDG2-683D
521-21-003	52121-A, 1 (In Part) 52180-B, (In Part)	No. 2 and 4 Fire Pumps and Turbine Ends; repair, test and accomplish SHIPALT DDG2-683D
522-11-002	52211-A, 1 (In Part) 5, (In Part)	Magazine Sprinkling Valves; repair and test
522-11-004	52211-A, 1, 2, 3 and 4 (All in Part)	Pneumatically Released Pilot Valve Hoses; replace

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
522-11-005	52211-A, 1, 2, 3, 4 and 5 (All In Part)	Magazine Sprinkler System Gages; calibrate
522-11-006	52211-A, 1 (In Part) & 3 (In Part)	Magazine Sprinkler Valve Locking Devices and Covers; install
524-11-001	52411-A, 4, 6	No. 1 and No. 2 Auxiliary Salt Water Cooling Pumps, Motors and Controller; repair and test
529-11-001	52911-A, 2 (In Part)	Fuel Oil Stripping System, Simplex Strainers; repair
529-11-002	52911-A, 2 In Part	Fuel Oil Stripping System Valves; repair and replace
529-11-003	52911-A, 1	Manifolds, Main and Secondary Drainage System, repair
529-11-004	52911-A, 3	Bilge Suction, Drainage and Ballasting System, Check Valves; repair
529-21-001	52921-A, 1	No. 1 and No. 2 Bilge and Fuel Oil Tank Stripping Pump; repair and test
531-11-001	53111-A, 2 (In Part)	No. 1 Distilling Plant; chemically clean
531-11-002	53111-A, 1 (In Part)	No. 1 Distiller Salt Water Heater Drain Pump, Motor and Controller; repair and test
531-11-003	53111-A, 1 (In Part)	No. 1 Distiller Brine Overboard Pump, Motor and Controller; repair and test
531-11-004	53111-A, 1 (In Part)	No. 1 Distillate Pump; Motor and Controller; repair and test
531-11-005	53111-A, 1 (In Part)	No. 1 Distiller Salt Water Feed Pump, Motor and Controller; repair and test
531-11-006	53111-A, 2 (In Part)	No. 1 Distiller Salt Water Feed Heater; repair and test
531-11-007	53111-A, 2 (In Part)	No. 1 Distiller Distillate Cooler; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
531-11-008	53111-A, 2 (In Part)	No. 1 Distiller Air Ejector Condenser; repair and test
531-11-009	53111-A, 2 (In Part)	No. 1 Distiller Air Ejector Assembly; repair and test
531-11-010	53111-A, 2 (In Part)	No. 1 Distiller Salt Water Heater Drain Regulator and 1st Stage Drain Regulator; repair and test
531-11-011	53111-A, 2 (In Part)	No. 1 Distiller 3-Way Solenoid Trip Valve; repair and test
531-11-012	53111-A, 2 (In Part)	No. 1 Distiller Distilling Plant; repair and test
531-11-013	53111-A, 2 (In Part)	No. 1 Distilling Plant; repair
531-11-014	53111-A, 2 (In Part)	Saltwater Macomb Strainer to Distiller Feed Pump; repair
531-12-001	53112-A, 2 (In Part)	No. 2 Distilling Plant; chemically clean
531-12-002	53112-A, 1 (In Part)	No. 2 Distiller Salt Water Heater Drain Pump, Motor and Controller; repair and test
531-12-003	53112-A, 1 (In Part)	No. 2 Distiller Brine Overboard Pump, Motor and Controller; repair and test
531-12-004	53112-A, 1 (In Part)	No. 2 Distillate Pump; Motor and Controller; repair and test
531-12-005	53112-A, 1 (In Part)	No. 2 Distiller Salt Water Feed Pump, Motor and Controller; repair and test
531-12-006	53112-A, 2 (In Part)	No. 2 Distiller Salt Water Feed Heater; repair and test
531-12-007	53112-A, 2 (In Part)	No. 2 Distiller Distillate Cooler; repair and test
531-12-008	53112-A, 2 (In Part)	No. 2 Distiller Air Ejector Condenser; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
531-12-009	53112-A, 2 (In Part)	No. 2 Distiller Air Ejector Assembly; repair and test
531-12-010	53112-A, 2 (In Part)	No. 2 Distiller Salt Water Heater Drain Regulator and 1st Stage Drain Regulator; repair and test
531-12-011	53112-A, 2 (In Part)	No. 2 Distiller 3-Way Solenoid Trip Valve; repair and test
531-12-012	53112-A, 2 (In Part)	No. Distiller Distilling Plant; repair and test
531-12-013	53112-A, 2 (In Part)	No. 2 Distilling Plant; repair
531-12-014	53112-A, 2 (In Part)	Saltwater Macomb Strainer to Distiller Feed Pump; repair
534-11-001	53411-A, 10, 11	Aux. Steam Reducing Valves, Relief Valves, Inline Valves, and Strainers; repair and test
534-11-002	53411-A, 9	HP Aux Steam, Remote Operating Gear; repair
534-11-003	53411-A, 1 (In Part), 2 (In Part) 3 (In Part), 4	1200 PSI Aux. Steam Valves; repair and test
534-11-004	53411-A, 1 (In Part) 2 (In Part)	H.P. Aux. Steam Valves; replacement
534-11-005	53411-A, 3 (In Part)	H. P. Aux. Steam Regulating and Reducing Valves; repair and test
534-11-006	53411-A, 3 (In Part)	Auxiliary Steam Relief Valves; repair
534-11-007	53411-A, 1 (In Part)	Steam Pressure Gauges; repair and test
534-11-008	53411-A, 5	50 PSI Aux Steam Piping and Valves; replacement of
534-12-001	53412-A, 1	Auxiliary Steam Valves; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
534-12-002	53412-A, 2	Auxiliary Steam Pressure Gages and Strainer; repair and calibrate
534-12-003	53412-A, 3	Cross Connect Valve, Remote Operating Gear; repair
534-31-001	53431-A, 1	Auxiliary Gland Leak Off Valves; Main Forced Draft Blowers; repair
534-32-001	53432-A, 1	Auxiliary Gland Leak Off Valves; Main Forced Draft Blowers; repair
534-41-001	53441-A, 1 (In Part)	Aux Steam Exhaust Valves; repair
534-41-002	53441-A, 1 (In Part)	Auxiliary Exhaust Unloading and Pilot Valves; repair and test
534-42-001	53442-A, 1 (In Part)	Aux. Steam Exhaust Valves; repair
534-42-002	53442-A, 1 (In Part)	Auxiliary Exhaust Unloading and Pilot Valves; repair and test
534-71-001	53471-A, 1, 2	High Pressure Drain Relief Valves; repair
534-71-002	53471-A, 5	No. 1 and 2 Fresh Water Drain Tank Pumps, Motors, Controllers and Tanks; repair and test
534-82-001	53482-B, 1	Orifice Plate Assemblies, Low Pressure Drain Piping, ShipAlt DDG2-703D Rev. 00; accomplish
534-83-001	53483-B, 1	Fresh Water Machinery Drain Orifice Assembly, Install; ShipAlt DDG-2 704D, Rev. 00; accomplish
541-11-001	54111-A, 1	Fuel Oil Systems; pre-flush and test
541-11-002	54111-A, 2	No. 1 and No. 2 Fuel Oil Transfer Pumps and Motors; repair and test
541-11-003	54111-A, 4	Fuel Oil Valve, Remote Operating Gear; repair

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
541-11-004	54111-A, 5	Fuel Oil Transfer System Sluice Valves; repair in place
541-11-005	54111-A, 3	Fuel Oil Fill and Transfer System, Valves, Manifolds, and Strainer: repair
541-80-001	54180-B, 1	New Pipe Tunnel through Potable Water Tank ShipAlt DDG-2-705D; accomplish
551-11-001	55111-A, 1 (In Part)	High Pressure Air Gages; calibrate
551-53-001	55153-A, 1	No. 1, No. 2 and No. 3 L.P. Air Compressor, Motor and Controller; repair and test
555-41-001	55541-A, 1 and 2	Steam Smothering Piping: replace
555-80-001	55580-B, 1	Discharge Delay In Fixed CO_2 System, ShipAlt DDG2-657F, Rev. 02; accomplish
561-11-001	56111-A, 1 (In Part)	Steering Gear; repair and test
561-11-002	56111-A, 1 (In Part)	Steering System, Rudder Angle Transmitters, Indicators and Receivers; repair and test
562-11-001	56211-A, 1	Port and Starboard Rudders, Bearings and Packing Glands; inspect and repair
571-31-001	57131-A, 1	Motor and Controls, Sliding Padeye; repair
571-41-001	57141-A, 1	Replenishment at Sea and Fueling at Sea Stations; tests
581-11-001	58111-A, 1	Ground Tackle; clean, inspect and preserve
581-11-002	58111-A, 2	Anchor Windlass; repair and test
582-11-001	58211-A, 1	Warping Capstan; repair and test
583-11-001	58311-A, 5	Boat Boom; repair and test

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
583-11-002	58311-A, 1, 2, 3 (In Part), 4 (In Part)	Boat Handling and Stowage Systems; repair and test
583-21-001	58321-A, 1	Life Boats, Encapsulated; remove, transport and reinstall
593-11-001	59311-A, Item 3	Nos. 1, 2, 3 and 4 CHT Pumps, Motors, Controllers; repair of
602-11-001	60211-A, 1	Label Plates: replacement
611-11-001	61111-A, 1	Towing Pads; repair
621-11-001	62111-A, 2	Metal Joiner Bulkhead and Coaming; replace
623-80-001	62380-A, 1	Climber Safety Device; Install SHIPALT 637D; accomplish
624-11-001	62411-A, 10	Metal Joiner Doors; replace
624-11-002	62411-A, 1	Metal Joine Doors, Balance Type; replace
631-11-001	63111-A, 1	Bilges; clean and preserve
631-11-002	63111-A, 2	Machinery Spaces; clean and preserve
631-13-001	63113-A, 2	Drain Tank; blast and preserve
631-31-001	63131-A, 1A, B	Underwater Hull; clean and preserve
631-41-001	63141-A, 1	Hull Freeboard: blast and paint
634-11-001	63411-A, 3	Deck Covering, Terrazzo; reseal
634-11-002	63411-A, 2	Deck Covering, Terrazzo; renew
634-11-003	63411-A, 1, 4 and 5	Deck Covering, Underlayment; install
635-11-001	63511-A, 1 thru 17 and 18 (In Part) 63113-A, 1	Compartment Insulation; replace

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
635-11-002	63511-A, 18 (In Part)	Insulation Sheathing; replace
651-11-001	65111-A, 2	Install and Test, New Mixing Machine
651-11-002	65111-A, 1 (In Part)	Dishwasher; replace and test
651-11-003	65111A, 1 (In Part)	Crews Dishwasher: Mfr. Shaft Guards, Replace Gages, Thermometers and Water Mixer Valve
651-11-004	65111-A, 9 (In Part)	Oven, Baking and Roasting; replace
651-11-005	65111-A, 9 (In Part)	Electric Range; repair
651-11-006	65111-A, 9 (In Part)	Electric Food Warmers; replace
651-11-007	65111-A, 9 (In Part)	Galley Cooking Equipment Exhaust Ventilation; repair
651-11-008	65111-A, 4	Bread Slicing Machine; replace
651-11-009	65111-A, 10, 11	Galley Equipment; replace
651-11-010	65111-A, 3 (In Part)	Vegetable Cutting and Slicing Machine; replace
651-11-011	65111-A, 8	Flashing Around Fryer, install
651-11-012	65111-A, 3 (In Part)	Vegetable Peeler; replace
651-11-013	65111-A, 12	Install Serving Line Sanitary Shields and Display Cases
655-11-002	65511-A, 1 (In Part)	Washer - Extractor; replace
655-11-003	65511-A, 1 (In Part)	Tumbler Dryer; replace
655-11-004	65511A, 1 (In Part)	Laundry Press; replace

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
655-11-005	65511-A, 1 (In Part)	Laundry Press; replace
665-11-001	66511-A, 2	Electric Test Panel; repair
711-00-002	71100G	ORDALT 8662; accomplish
711-00-003	71100G	ORDALT 8665; accomplish
711-00-004	71100G	ORDALT 8666; accomplish
711-00-005	71100G	ORDALT 8846; accomplish
711-00-006	71100G	ORDALT 8857; accomplish
711-00-007	71100G	ORDALT 8870; accomplish
711-00-008	71100G	ORDALT 9103; accomplish
711-00-009	71100G	ORDALT 9346; accomplish
711-00-010	71100G	ORDALT 9303; accomplish
721-00-001	72100G	ORDALT 9196; accomplish
721-11-001	72111-A, 4	MK 11 Launcher Sheathing; repair
721-21-001	72121-A, 1 (In Part)	MK 112 ASROC Launcher; remove, replace and test (Turnaround)
721-21-002	72121-A, 1 (In Part	Ablative Deck Covering; renew
721-21-003	72121-A, 1 (In Part)	ASROC, Heating and Cooling System, Heating and Cooling Exchangers; repair
721-21-004	72121-A, 1 (In Part)	ASROC Heating and Cooling System, Temperature Regulating Valve; repair
721-21-005	72121-A, 1 (In Part)	ASROC Heating and Cooling System, Cooling Pump, Motor and Controller; repair
721-21-007	72121-A, 1 (In Part)	ASROC Heating and Cooling System, Repair Valves, Gages and Cleaning and Flushing. Replace, hoses and orifice.

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
721-21-008	72121-A, 1 (In Part)	ASROC Heating and Cooling, High Temperature Alarm Switch; replace
721-21-009	72121-A, 1	Launcher Captains Control Station; repair and test
722-21-001	72221-A, 1	ASROC Loader Crane; repair and test
750-11-001	75011-A, 1	MK 32 Torpedo Tubes; remove, replace and test (turnaround)
760-11-001	76011-A, 1	Small Arms Locker, repair
830-10-001	83010-H, 1	Ship Selected Record Plans and Data; development and correction of
830-91-001	83091-A, 1	Provisioning Technical Documentation
841-11-001	84111-A, 2	Schedule of Milestone, Productions Scheduling, Progressing, Material Status and Associated Reports
841-11-002	84111-A, 1 (In Part)	Twenty-five, Fifty and Seventy-five Percent Progress Review Conference
841-11-003	84111-A, 1 (In Part)	Weekly Progress Meeting
844-21-001	84421-A, 1	Combat System Alignment; accomplish
853-21-001	85321-A, 1	Coordinated Shipboard Allowance List (COSAL); update
857-11-001	85711-H-1	Temporary Galley and Messing Facilities; provision for
857-11-002	85711-H-2	Personnel Berthing Facilities Ashore; provide
980-11-001	98011-A, 1	Assist Ship's Force Work
982-11-001	98211-A, 1	Preliminary Light-off Examination (Pre-LOE) Discrepancies; correct
982-21-001	98221-A, 1	Light-Off Examination (LOE) Support; provide
982-31-001	98231-A, 1, 2 and 3	Post Repair Dock Trial, Fast Cruise and Sea Trial; conduct

USS HENRY B. WILSON (DDG-7)

TABLE OF CONTENTS

ITEM NO.	SWLIN NO.	BRIEF
982-41-001	98241-A, 1	Dock Trial and Sea Trial and Sea Trial Discrepancies; correct
982-51-001	98251-A, 1	Hull Vibration Survey; accomplish
983-11-001	98311-A, 1	Guarantee Engineer; provide
991-11-001	99111-A, 2	Foremast; stage
992-11-001	99211-A, 1A thru 11, 2J thru 2N, and 2Q	Temporary Services; provide
992-11-002	99211-A, 2P	Temporary Refrigeration Facilities; provide
992-11-003	99211-A, 2, 0	Commercial Laundry Services; provide
992-21-001	99221-A, 1C	Temporary Fire Alarm; installation of
992-31-001	99231-A, 1	Housekeeping Maintenance of Machinery Space Bilges
993-21-001	99321-A, 1 85311-A, 1A	Rigging, Crane and Transportation, provide
993-31-001	99331-A, 1A	Temporary Deck Covering; accomplish
993-41-001	99341-A, 1A, B, C, D, E, 85311-A, 1B	Storage and Workshop Facilities; provide
993-41-002	99341-A, 1F	Tools for Ship's Force Work; provide
997-11-001	99711-A, 1	Drydocking and Undocking; conduct

USS HENRY B. WILSON (DDG-7)
NAVSEA
STANDARD ITEM
NUMERICAL INDEX

FY 1982

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-01	General Criteria	I	12 SEP 1980
009-04	Inspection System Requirements	I	12 SEP 1980
009-05	Temporary Access Cuts and Closure Plates	II	12 SEP 1980
009-06	Contamination Prevention During Abrasive Blasting	II	12 SEP 1980
009-07	Safety and Fire Prevention	I	12 SEP 1980
009-08	Fire Protection at Contractor's Facility	I	12 SEP 1980
009-09	Process Control Procedure Requirements	II	12 SEP 1980
009-10	Control of Shipboard Removal of Thermal Insulating Material	I	12 SEP 1980
009-11	Machinery and Piping; insulate & lag	II	12 SEP 1980
009-12	Welding and Brazing Requirements	II	12 SEP 1980
009-13	Meters; repair and calibrate	II	12 SEP 1980
009-14	Gages and Thermometers; repair and calibrate	II	12 SEP 1980
009-15	Procedures and Acceptance Criteria for Balancing Rotating Machinery	II	12 SEP 1980
009-16	Electronic Equipment; inspect, repair and test	II	12 SEP 1980
009-17	Rotating Electrical Equipment; repair	II	12 SEP 1980
009-20	Government Property	I	12 SEP 1980
009-21	Nameplate Data	I	12 SEP 1980
009-22	Shipboard Electric Cable; test	II	12 SEP 1980

SI040676
NWMAR139016

FY 1982

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-23	Interferences	II	12 SEP 1980
009-24	Isolation/Blanking and Tagging Requirements	I	12 SEP 1980
009-25	Structural Boundary Test Requirements	II	12 SEP 1980
009-27	Material Identification and Control (MIC) for Piping Systems	II	12 SEP 1980
009-28	Corrosion Control of Valves and Structures (less non-skid decks)	II	12 SEP 1980
009-29	Asbestos-Free Pipe Hanger Liner Material	I	12 SEP 1980
009-31	Boiler Water Jet Cleaning	II	12 SEP 1980
009-32	Painting Requirements	II	12 SEP 1980
009-33	Rotating Electrical Equipment; rewind	II	12 SEP 1980
009-35	Requirements for Technical Representative	II	12 SEP 1980
009-36	Controller; repair	II	12 SEP 1980
009-38	Boiler Dry Lay-up	II	12 SEP 1980
009-45	Plug Valve; shop repair and test	II	12 SEP 1980
009-47	Gate Valve; shop repair and test	II	12 SEP 1980
009-48	Pressure Seal Bonnet Valves; Gate and Globe; shop repair and test	II	12 SEP 1980
009-49	Pressure Seal Bonnet Valves; Gate, Globe and Stop Check; in-line repair	II	12 SEP 1980
009-50	Horizontal Swing Check Valve; shop repair and test	II	12 SEP 1980
009-51	Globe, Globe Angle and Globe Stop Check Valves; shop repair and test	II	12 SEP 1980
009-52	Relief Valve; shop repair and test	II	12 SEP 1980

SI040677
NWMAR139017

FY 1982

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-53	Bolted Bonnet Steam Valves; Gate, Globe and Stop Check; shop repair and test	II	12 SEP 1980
009-55	Steam Pressure Regulating Valves; shop repair and test	II	12 SEP 1980
009-56	Boiler Wet Layup	II	12 SEP 1980
009-62	Boiler Handhole and Manhole Seats and Plates; inspect	II	12 SEP 1980

SI040678
NWMAR139018

Item J-3

Security Classification Specification
DD 254

TO BE FURNISHED BY AMENDMENT

SI040679
NWMAR139019

PART IV - GENERAL INSTRUCTIONS

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

Section L - Instructions, and Conditions, and Notices to Offerors

Section M - Evaluation Factors for Award

SECTION K - Representations, Certifications, and Other Statements of Offeror

K-1 DESIGNATION OF COGNIZANT CONTRACTOR PERSONNEL

The offeror is requested to list below the names and telephone numbers of persons responsible for contract administration and negotiation in connection with the proposal submitted in response to this solicitation.

Negotiation_____Telephone_____
Administration_____Telephone_____
(DAR 3-501(b) Sec K(iv))

K-2 AFFIRMATIVE ACTION COMPLIANCE (1979 SEP)

The bidder (or offeror) represents that (1) he / / has developed and has on file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(DAR 7-2003.14(b)(2))

K-3 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (1978 JUN)

This procurement is not set aside for labor surplus area concerns. However, the offeror's status as such a concern may affect entitlement to award in case of tie offers or offer evaluation in accordance with the Buy American clause of this solicitation. In order to have his entitlement to a preference determined if those circumstances should apply, the offeror must identify below the labor surplus area in which the costs he will incur on account of manufacturing or production (by himself of his first-tier subcontractors) amount to more than fifty percent (50%) of the contract price.

....
....

Failure to identify the locations as specified above will preclude consideration of the offeror as a labor surplus area concern. Offeror agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails.
(DAR 7-2003.13)

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NWMAR139021

K-4 PLACE OF PERFORMANCE

Proposals submitted in response to this solicitation must state the intended place of performance, including the street address, and the names and addresses of the owner and operator of producing facilities, if other than the offeror, when it is reasonably anticipated that such facilities will be used in the performance of the proposed contract.

(DAR 3-501(b) Sec K(viii))

K-5 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

Offerors shall state in their proposals whether, to their knowledge, this procurement involves the acquisition of Government Production and Research Property, the disposal of which may be restricted by patent or other rights.

(DAR 3-501(b) Sec K(xi))

K-6 REQUIREMENT FOR TECHNICAL DATA CERTIFICATION (1974 APR)

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

(DAR 7-2003.66)

K-7 DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION (1978 MAR)

Any contract in excess of $100,000 resulting from this solicitation except (i) when the price negotiation is based on: (A) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (B) prices set by law or regulation; (ii) contracts awarded to small business concerns (as defined in DAR 1-701.1); or (iii) contracts which are otherwise exempt (see 4 CFR 331.30(b)) shall be subject to the requirements of the Cost Accounting Standards Boards. Any offeror submitting a proposal, which if accepted, will result in a contract subject to the requirements of the Cost Accounting Standards Board, must as a condition of contracting, submit a Disclosure

SI040682
NWMAR139022

Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation (see (I) below) unless (i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards exceeding the monetary exemption for disclosure as established by the Cost Accounting Standards Board (see (II) below); (ii) the offer exceeded the monetary exemption in the cost accounting period immediately preceding the cost accounting period in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see III) below; (iii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (see (IV) below); or (iv) postaward submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not be deemed to be, by virtue of such disclosure, a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below:

( ) I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) (see DoD Directory of Contract Administration Components (DoD 4105.59H); and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s):.....
Name(s) and Address(es) of Cognizant ACO(s) where filed:.....

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices described in the Disclosure Statement(s).

SI040683
NWMAR139023

( ) II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to Cost Accounting Standards totaling more than $10 million in his cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if his status changes prior to an award resulting from this proposal he will advise the Contracting Officer immediately.

CAUTION: Offerors who submitted a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board may claim this exemption only if the dollar volume of CAS-covered national defense prime contract and subcontract awards in their preceding cost accounting period did not exceed the $10 million threshold and the amount of this award will be less than $10 million. Such offerors will continue to be responsible for maintaining the Disclosure Statement and following the disclosed practices on CAS-covered prime contracts and subcontracts awarded during the period in which a Disclosure Statement was required.

( ) III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (II) above, in his cost accounting period immediately preceding the cost accounting period in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period he will immediately submit a revised certificate to the Contracting Officer, in the form specified under (I) above or (IV) below, as appropriate, to verify his submission of a completed Disclosure Statement.

CAUTION: Offerors may not claim this exemption if they are currently required to disclose because they were awarded a CAS-covered national defense prime contract or subcontract of $10 million or more in the current cost accounting period. Further, the exemption applies only in connection with proposals submitted prior to expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

SI040684
NWMAR139024

(√) IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s):.....
Name(s) and Address(es) of Cognizant ACO(s) where filed:.....

Ther offeror further certifies that practices used in estimating cost in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

(DAR 7-2003.67(a))

K-8 COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS FOR $500,000 OR LESS (1978 MAR)

If this proposal is expected to result in the award of a contract of $500,000 or less, the offeror shall indicate whether the exemption to the Cost Accounting Standards clause (7-104.83(a)(1) under the provisions of 4 CFR 331.30(b)(8)) is claimed. Failure to check the box shall mean that the resultant contract is subject to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(8) and certifies that he has received notification of final acceptance of all deliverable items on (i) all prime contracts or subcontracts in excess of $500,000 which contain the Cost Accounting Standards clause, and (ii) all prime contracts or subcontracts of $500,000 or less awarded after January 1, 1975 which contain the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer, in writing, in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

(DAR 7-2003.67(b))

SI040685
NWMAR139025

K-9 COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE (1978 MAR)

If the offeror is eligible to use the modified provisions of 4 CFR 332 and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause (DAR 7-104.83(a)(2)) in lieu of the Cost Accounting Standards clause (7-104.83(a)(1)).

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause (DAR 7-104.83(a)(1)) under the provisions of 4 CFR 311.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause (DAR 7-104.83(a)(2)) because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than $10 million in awards of CAS-covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal he will advise the Contracting Officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of $10 million or more or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of $10 million or more.

(DAR 7-2003.67(c))

K-10 ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS (1978 MAR)

The offeror shall indicate below whether award of the contemplated contract would require, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause (7-104.83(a)(1)), a change in his established cost accounting practices affecting existing contracts and subcontracts.

( ) YES (✓) NO

NOTE: If the offeror has checked "yes" above, and is awarded

SI040686
NWMAR139026

the contemplated contract, he will be required to comply with the Administration of Cost Accounting Standards clause (7-104.83(b)).

(DAR 7-2003.67(d))

K-11 ROYALTY INFORMATION (1961 AUG)

When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be furnished with offer, proposal, or quotation on each separate item or royalty or license fee:

(i) name and address of licensor;
(ii) date of license agreement;
(iii) patent numbers, patent application serial numbers or other basis on which the royalty is payable;
(iv) brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
(v) percentage or dollar rate of royalty per unit;
(vi) unit price of contract item;
(vii) number of units; and
(viii) total dollar amount of royalties;

DD Form 783, Royalty Report, is approved for use in furnishing the above information. In addition, if specifically requested by the Contracting Officer prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

(DAR 7-2003.42)

K-12 CLEAN AIR AND WATER CERTIFICATION (1977 JUN)

Applicable if the bid or offer exceeds $100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.

SI040687
NWMAR139027

The bidder or offeror certifies as follows:

(i) any facility to be utilized in the performance of this proposed contract is_____( ), is not_____( ), listed on the Environmental Protection Agency List of Violating Facilities;

(ii) he will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performing of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(iii) he will include substantially this solicitation certification, including this paragraph (iii), in every non-exempt subcontract.

(DAR 7-2003.71)

K-13 SMALL DISADVANTAGED BUSINESS CONCERN (1980 AUG)

(a) The offeror represents that he ( ) is, ( ) is not, a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" means a small business concern-

(1) that is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more such individuals.

(b) The offer shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (i.e. American Indians, Eskimos, Aleuts, and Native (Hawaiians), Asian-Pacific Americans (i.e. U.S. citizens whose origins are from Japan, China, the Phillipines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), and other minorities or any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

(DAR 7-2003.74)

SI040688
NWMAR139028

K-14 WOMEN-OWNED BUSINESS (1981 JUL)

The offeror represents that the firm submitting this offer ( ) is, ( ) is not, a women-owned business. A women-owned business is a business that (i) is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business; and (ii) is a small business as defiend pursuant to Section 3 of the Small Busniess Act and relevant regulations promulgated pursuant thereto. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

(DAR 7-2003.80)

K-15 PERCENT FOREIGN CONTENT

Approximately _____ percent of the proposed contract price represents foreign content or effort.

(DAR 7-2003.81)

K-16 RECOVERED MATERIAL (1979 MAR)

The Contractor certifies by signing this bid/proposal/ quotation that recovered materials, as defined in DAR 1-2500.4, will be used as required by the applicable specifications.

(DAR 7-2003.82)

SI040689
NWMAR139029

SECTION L

SOLICITATION INSTRUCTIONS AND CONDITIONS

APPROVED OMB 30-R000

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and each price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction in the same event and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

DELETED

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

DELETED

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and accept-

STANDARD FORM 33-A (Rev. 7-77)
Prescribed by GSA, FPR (41 CFR) 1-16.10

SI040690
NWMAR139030

ance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35–45), the Contract Work Hours Standards Act (40 U.S.C. 327–330), and the Service Contract Act of 1965 (41 U.S.C. 351–357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)(1), (a)(3), or (b) of the certification has been deleted or modified. Where (a)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

SI040691
NWMAR139031

L-19 ORDER OR PRECEDENCE (1973 APR)

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the Specifications); (b) Terms and Conditions of the solicitation, if any; (c) General Provisions; (d) other provisions of the contract, when attached or incorporated by reference; and (e) the Specifications.

(DAR 7-2003.41)

L-20 TYPE OF CONTRACTS CONTEMPLATED

It is contemplated that the solicitation will result in a cost plus fixed fee type contract.

(DAR 3-501(b) Sec L(iv))

L-21 TELEGRAPHIC OFFERS

Telegraphic offers will not be considered although offers may be modified by telegraphic notice provided such notice is received prior to the time set for the receipt of offers. Telegraphic modifications of offers shall be addressed to:

Supervisor of Shipbuilding,
Conversion and Repair, USN
Naval Station, Box 119
San Diego, California 92136 Attn: Code 400

(DAR 3-501(b) Sec L(v))

L-22 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS (1977 JUN)

Specifications, standards, and descriptions cited in this solicitation are available as indicated below:

(a) Unclassified Federal, Military and Other Specification and Standards (Excluding Commerical), and Data Items Descriptions. Submit request on DD Form 1425 (Specification and Standards Requisition) to:

Commanding Officer
U.S. Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120

SI040692
NWMAR139032

The Acquisition Management Systems and Date Requirements Control List, DoD Directive 5000.19-L, Volume II, may be ordered on the DD Form 1425. The Department of Defense Index of Specifications and Standards (DODISS) may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. When requesting a specification or standard, the request shall indicate the title, number, date, and any applicable amendment thereto by number and date. When requesting a data item description, the request shall cite the applicable data item number set forth in the solicitation. When DD Form 1425 is not available, the request may be submitted in letter form, giving the same information as listed above, and the solicitation or contract number involved. Such requests may also be made to the activity by Telex No. 834295, Western Union No. 710-670-1685, or telephone (area code 215, 697-3321) in case of urgency.

(b) Commercial Specifications, Standards and Descriptions. These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers.

(DAR 7-2003.8)

L-23 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD DIRECTIVE 5000.19-L, VOLUME II, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS

(a) Drawings, plans and test memos are available for pick up at SUPSHIP Boston Not all drawings, plans and test memos will be printed on paper but many will be on aperture cards (microfilm). Offerors will be responsible for printing their own drawings. In order to obtain drawings, plans and test memos, either printed or aperture cards, offerors must sign an inventoried receipt at SUPSHIP Boston Transportation of reference material shall be at the contractor's expense.

(b) Manufacturer's instruction manual and equipment technical manuals concerning shipboard equipment are available aboard ship only.

(c) NAVSHIPS Technical Manual, NAVSHIP NOTES, MIL-Standards, MIL-SPECS', NAVSHIP Instructions, Electronic Field Change Bulletins, Electronic Reference Standard Book, Department of Labor Safety Regulations, Electronic Information Bulletins, Naval Medical Manuals, General Specifications for Ships for the U.S. Navy (NAVSHIPS 0902-001-5000), Design Service Allocation Manual (NAVSHIPS 0900-060-0210, and NAVSEA Drawing No. 803-5001027 (Electric Plant Installation - Standards Methods) are available for inspection by offerors at local Supervisors of Shipbuilding, Conversion and Repair, USN.

SI040693
NWMAR139033

L-24 CERTIFICATION OF CURRENT COST OR PRICING DATA

If certification of cost or pricing data is required in accordance with DAR 3-807.3, the offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in DAR 3-807.6 prior to the execution of any contract to be awarded as a result of this solicitation.

(DAR 3-501(b) Sec L(xi))

L-25 INSPECTION OF VESSEL

(a) USS HENRY B. WILSON (DDG-7) will be made available for inspection during the 11-15 January 1982 timeframe if requested by the offeror.

(b) Arrangements for inspection may be made by contacting Mr. W. T. Pemberton, Code 1505, Supervisor of Shipbuilding, Conversion and Repair, USN, San Diego, California, (714) 235-2527

Such arrangements shall be made at least two (2) working days in advance of intended inspection days. The following information signed by the security officer must be submitted in writing prior to the inspection:

Contractor; Name; Title or Position; S.S.N.; Citizenship; Clearance Classification; Date of Clearance and Issuing Authority; Date(s) and Extent of Visit.

Offeror's security clearances shall be submitted to:

(c) Any travel to the ship for the performance of a shipcheck or any other reason shall be performed solely at the offeror's expense. The offeror will determine his needs for such a visit or requirement thereof.

(d) Offeror's representatives inspecting the vessel will be subject to the security, safety and other applicable regulations established by the activity at which the vessel is located.

SI040694
NWMAR139034

L-26 RATED OR AUTHORIZED CONTROLLED MATERIAL ORDERS (1974 APR)

Contracts or purchase orders to be awarded as a result of this solicitation shall be assigned a DO-A3 rating. In accordance with the provisions of DPS Regulation I and/or DMS Regulation I.

(DAR 7-2003.22)

L-27 SITE STANDARD AND PRODUCT CLASSIFICATION

The Standard Industrial Classification and Small Business Industry Size Standard for this procurement is SIC 3731, number of employees 1000.

(DAR 3-501(b) Sec L(xix))

L-28 UNNECESSARILY ELABORATE CONTRACTOR'S PROPOSALS/QUOTATIONS (1969 OCT)

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal or quotation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

(DAR 7-2003.40)

L-29 RESTRICTIONS ON DISCLOSURE

If an offeror wishes so to restrict his proposal, he shall mark the title page with the following legend:

This data, furnished in connection with Request for Proposals No....., shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this offer as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in Sheets..... (1966 DEC)

SI040695
NWMAR139035

The offeror shall mark each sheet of data which he wishes to restrict with the following legend:

Use or disclosure of proposal data is subject to the restriction on the Title page of this Proposal. (1966 DEC)

(DAR 3-507.1(a) Sec L(xxiv))

L-30 LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS (1979 MAR)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(iii) it is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(i) and (ii) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

SI040696
NWMAR139036

(i) the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service.) Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye, "postmark" on both the receipt and the envelope or wrapper.

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding the above, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written notice or telegram received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

NOTE: The term "telegram" includes mailgrams.

(DAR 7-2002.4)

L-31 DISPOSITION OF DRAWINGS AND SPECIFICATIONS

All offerors not awarded a contract based on the proposals submitted shall return to the cognizant SUPSHIP all data furnished in connection with this solicitation within 10 days after notification thereof. Classified documents and data retained by offerors shall be safeguarded in accordance with the requirements of the Department of Defense Industrial Security Manual for safeguarding classified information; otherwise such documents and data shall be destroyed in accordance with the requirements of this manual.

(DAR 3-501(b) Sec L(xxv))

SI040697
NWMAR139037

L-32 Deleted

L-33 PRE-AWARD ON SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (1970 AUG)

In accordance with regulations of the Office of Federal Contract Compliance, 41 CFR 60.1, effective 1 July 1968, an award in the amount of $1,000,000 or more will not be made under this solicitation unless the bidder and each of his known first-tier subcontractors (to whom he intends to award a subcontract of $1,000,000 or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(DAR 7-2003.14(a))

L-34 PRE-AWARD SURVEY

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform prior to the award of a contract.

L-35 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING (1980 DEC)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any Dun and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number.

(DAR 7-2003.90)

SI040698
NWMAR139038

L-36 SUBCONTRACT INFORMATION

In requesting proposals from prospective subcontractors, offerors should provide all necessary information for the contemplated purchase. It is not possible for the Government to advise prospective subcontractors as to the requirements of their transactions with offerors.

L-37 MILITARY SECURITY REQUIREMENTS AND DESTRUCTION OF CLASSIFIED MATERIAL

If this Request for Proposal involves classified defense information, the offeror must safeguard such information by clearly indicating on all material relating thereto the applicable classification marking as set forth in the Contract Security Classification Specification (DD Form 254), if attached hereto, or other written notification, and by maintaining security controls in accordance with the provisions of the "Military Security Requirements" clause contained in this Request for Proposal. If no proposal is to be submitted or if the offeror receives notification that he is no longer being considered for award, the offeror must destroy all such classified material in accordance with the Industrial Security Manual for Safeguarding Classified Information (Attachment to DD Form 441).

L-38 QUESTIONS AND CLARIFICATION

The procedure set forth herein is established to provide clarification to any technical requirements about which offerors may have questions in the preparation of estimates.

The success of this question and clarification exchange depends largely on the lead time available to the Government for research in connection with the question submitted by offerors. Therefore, the offerors are requested to mail or deliver written questions concerning any areas of uncertainty, which in their opinion require clarification or correction, in a timely manner and in all cases such that the question arrives at NAVSEA on or before 25 January 1981, the clarification question cutoff date. The questions should be forwarded as follows:

Naval Sea Systems Command SEA 0285
Department of the Navy
Washington, D,C, 20362

SI040699
NWMAR139039

Copies of the questions should be forwarded to:

Supervisor of Shipbuilding,
Conversion and Repair, USN
666 Summer Street
Boston, MA 02210
Attn: Mr. Val Gregoire Code 211

Submissions should consist of an original and two (2) copies to NAVSEA and two (2) copies to the Supervisor. The envelopes should be marked with "Offeror's Clarification Question" and the RFP number. Attachment 3-L, REQUEST FOR SPECIFICATION CLARIFICATION has been provided for contractor use. If this form is not used, offerors' questions shall be typewritten on plain white bond paper 8½ by 11 inch, one question per page. Paper with a printed company letterhead should not be used for the questions. Wherever possible, each question is to be worded so that it can be answered by a "yes" or "no" or other short answer. When a question is submitted to clarify and area of uncertainty in the Request for Proposal, Specifications, a Schedule or other document, it is requested that the questions be preceded by the identification of the document, together with the section, page, and line numbers. It is requested that the Request for Proposal number appear in the upper right hand corner of each sheet.

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NWMAR139040

L-39 GOVERNMENT PROPERTY IN POSSESSION OF OFFERORS

This solicitation does not authorize the use, in performing the work under this solicitation, of any Government property except those items, if any, of Government furnished property specified in Section J of the Schedule. If the offeror or any anticipated subcontractor requires the use, in performing the work proposed under this solicitation, of any other items of Government property in their possession or otherwise, under a facilities contract or other agreement independent of this solicitation, then the offeror shall so state by submitting the following with the offer:

(i) a list of description of all Government property in possession of the offeror and his anticipated subcontractors proposed to be used on a rent-free basis under this contract, which property is accountable under other contracts;

(ii) identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property;

(iii) the months during which such property is to be available for use, which shall include the first, last, and all intervening months, and with respect to any such property which is to be used concurrently in performance of two or more contracts, the amounts of the respective uses in sufficient detail to support the proration required by DAR 13-502.3(b); and

(iv) the amount of rent which would be charged for such use, computed in accordance with DAR 13-404.

The offeror shall be considered as requiring the use on a rent-free basis of only the Government furnished property, if any, specified in Section J of the Schedule and such other property identified in accordance with (i) and (ii) above.

L-40 ANALYSIS OF PROPOSALS

Proposals and accompanying data submitted in response to this solicitation will be analyzed and evaluated following the date and time for receipt specified in Section A (SF 33/Solicitation, Offer and Award at Block 9). After initial analysis and evaluation, NAVSEA may wish to conduct further analyses of the documents and records supporting your proposal (see DAR 3-807) in which event, requests will be communicated by the Contracting Officer.

SI040701
NWMAR139041

L-41 SPECIFICATIONS, TERMS, AND CONDITIONS

The applicable specifications are those set forth in SECTIONS C and J of this RFP. The applicable terms and conditions are those set forth in SECTIONS B through J of this RFP. ANY COMMENTS OR EXCEPTIONS TO THE SPECIFICATIONS, TERMS, AND/OR CONDITIONS MUST BE SUBMITTED UNDER A SEPARATE COVER LETTER ATTACHED TO THE OFFEROR'S PROPOSAL.

L-42 BASIS FOR PROPOSALS

a. The Price and Technical Proposals shall be based on the technical and contractual requirements contained in this RFP document (including those documents, exhibits, and other attachments to the RFP identified in SECTION J). The offeror shall submit all information required by this RFP.

b. The offeror shall not submit the Security Classification Specification as a part of the proposal. The DD Form 254 will, however, become a material part of any resultant contract.

c. Documents, exhibits, and other attachments which form a part of this RFP and will become part of any resultant contract are identified in SECTION J. Documents and attachments which form a part of the RFP but will not become a part of any resultant contract should not be submitted with the offeror's proposal. Those documents and attachments to be excluded from the proposal are:

1. SECTION L-INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, and Attachments 1-L and 2-L
2. SECTION M-EVALUATION FACTORS FOR AWARD

d. Offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study (particularly SECTION C - DESCRIPTION/SPECIFICATIONS and SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS) and by the application of qualified knowledge and experience. If such a review establishes the need for correction or clarification, such information should immediately be brought to the attention of the Contracting Officer so that the matter can be resolved and so that, if necessary, official dissemination of such information can be made to all offerors.

e. The Government intends that all work authorized for the contemplated repairs and alterations be compatible with the duration of the scheduled performance period for the overhaul. The offeror agrees, therefore, to inform the Government concurrently with the submission of his proposal of any item or sum of work items which appear to require a longer period.

SI040702
NWMAR139042

L-43 TECHNICAL PROPOSALS

(a) A Technical Proposal is required from each offeror and will be evaluated as specified in Section M.

(b) The offerors shall provide one original and six (6) separately bound copies of their Technical Proposal containing information organized in the following parts:

CATEGORY B - Technical Approach
CATEGORY C - Resource Availability
CATEGORY A - Management Capability and Approach
CATEGORY D - Experience and Performance

(c) The desired content of the Technical Proposal parts listed in (b) above is described in Attachment 1 to Section L.

(d) The Contracting Officer reserves the right to request such additional information regarding scheduling, manpower, facilities, and management organization and capabilities as may be necessary to determine the offeror's qualifications for award of a contract or to clarify any aspect of the Proposal.

(e) Offerors should note that if awarded a contract based upon this solicitation, the offeror's Technical Proposal or any portion thereof, may be incorporated into the contract.

(f) Release of Technical Information. All technical information submitted pursuant to this clause is for the exclusive use of Government representatives, and will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such technical information is submitted to the Government pursuant to the Freedom of Information Act (5U.S.C. 552a), the Government will not disclose the offeror's technical information if public disclosure of such information would substantially harm the offeror in its competitive position. In order to help ensure non-disclosure, the title page of the technical proposal and other sheets of proposal data should be marked with the restrictive legends contained in

SI040703
NWMAR139043

the Solicitation Instruction and Condition entitled "Restrictions on Disclosure," and the technical proposal should be enclosed in a sealed envelope marked "TECHNICAL INFORMATION - NOT TO BE PUBLICLY DISCLOSED".

(g) CAUTION: Technical Proposals are desired which contain brief statements of fact rather than wordy, generalized narratives.

L-44 CONTRACT PRICING PROPOSAL

(a) The offeror is requested to provide a contract pricing proposal in accordance with Attachment 2 of Section L. DD Form 633 shall be completed in accordance with and accompanied by the supporting information required by the instructions on the reverse of the form

(b) Release of Cost Information. All cost information submitted pursuant to this clause is for the exclusive use of Government representatives, and will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such cost information is submitted to the Government pursuant to the Freedom of Information Act (5 U.S.C. 552a), the Government will not disclose offeror's cost information if public disclosure of such information would substantially harm the offeror in its competitive position. In order to help ensure non-disclosure, the title page of the cost proposal and other sheets of proposal data should be marked with the restrictive legends contained in the Solicitation Instruction and Condition entitled "Restrictions on Disclosure," and the cost proposal should be enclosed in a sealed envelope marked "COST BREAKDOWN - NOT TO BE PUBLICLY DISCLOSED".

(c) The offerors shall provide an original plus five (5) copies of their contract pricing proposals, including any supporting information required.

(d) Unrealistically low cost estimates, initially or subsequently, may be grounds for eliminating a proposal from competition either on the grounds that the offeror does not understand the requirement or that he has made an improvident proposal. The burden of proof of cost credibility rests with the offeror. If the Government determines an offeror's estimates to be inexplicably low, that offeror may be eliminated from the competition without further discussion.

SI040704
NWMAR139044

(e) Overtime. If price/cost estimate includes overtime premium, offerors shall furnish the following information with their offers:

(1) the dollar amount of overtime premium included in the proposed price/cost estimate;

(2) the reason why the use of overtime is necessary;

(3) the specific work items and categories of personnel which will have to work overtime;

(4) the estimated number of hours of overtime to be required for each operation;

(5) the estimated period of contract performance during which the overtime will be required; and

(6) whether the overtime, if performed, will adversely affect the performance of other Department of Defense contracts and, if so, the contract numbers and the contracting activities involved.

L-45 COST OF PREPARING PROPOSAL

The cost of preparing proposals in response to this RFP will not be allowable as a direct charge to any Government contract (DAR 15-205.3).

L-46 SUBMISSION OF PROPOSALS

(a) Offerors shall submit the original and all copies of the Technical Proposal and the original and four (4) copies of their Contract Pricing Proposal to:

Supervisor of Shipbuilding,
Conversion and Repair, USN
Naval Station Box 119
San Diego, CA 92136
ATTN; Code 400

(b) Offerors shall submit one copy of their Contract Pricing Proposal to their cognizant Defense Contract Audit Agency.

(c) Offerors shall mark all submittals "MAILROOM DO NO OPEN."

SI040705
NWMAR139045

ATTACHMENT 1 TO SECTION L

Management and Technical Proposal, USS HENRY B. WILSON (DDG 7) ROH

The offeror's Management and Technical proposal submitted in response to this solicitation shall be divided into four parts as follows:

Category A - Management Capability
Category B - Technical Approach
Category C - Resource Availability
Category D - Experience and Performance

"Instructional" paragraphs provide guidance in preparing the proposal.

"Responsive" paragraphs must be addressed in the offeror's proposal.

The offeror must structure his proposal so that all information he wishes to provide for each "responsive" paragraph be clearly contained in his discussion of that paragraph. The offeror should not assume that responses contained in one paragraph will serve as adequate response to information requested in another paragraph. Each paragraph response should be as self-contained as possible; references to other paragraphs in support of the information contained in a particular paragraph should be kept to a minimum.

Section M of this solicitation outlines the evaluation factors for award and their relative importance. Each factor will be evaluated on the extent to which the offeror's response meets or exceeds the requirements of the solicitation. The offeror who completely addresses all the evaluation criteria and exceeds the solicitation requirements in many instances would be judged superior to the offeror who meets only the minimum requirements of the solicitation.

Sections C and J of this solicitation provide the information upon which the offeror's proposal should be based.

The offeror should structure his proposal so that the paragraph numbering coincides with the numbering system of Attachment 1 to Section L.

SI040706
NWMAR139046

CATEGORY A - MANAGEMENT CAPABILITY

1.0 GENERAL (INSTRUCTIONAL)

a. Part I of the offeror's proposal should follow the structure as outlined in paragraphs 1.1 through 1.2 below.

b. The offeror's response to Part 1 should provide selected plans and other information describing his organization and management approach to accomplishment of the work described in Sections C and J of this solicitation. The proposals should highlight the offeror's services that are most likely to contribute to cost effectiveness and schedule adherence. Consideration should be given to the impact overlapping commitments could have on management.

1.1 Organization (Responsive)

1.1.1 Organization Approach (Responsive)

Briefly describe the offeror's overall organization which will be used to accomplish the work described in Sections C and J of this solicitation. Briefly describe any proposed changes to the offeror's existing organization. Any subcontractor organizations should also be highlighted with interfaces/ responsibilities clearly defined.

1.1.2 Organization Chart (Responsive)

Provide a Corporate and Major Subcontractor Organization Chart showing names and titles to the lowest supervisory level and their relative position within the proposed program. Show the communication channels to SUPSHIP, ship's force and subcontractors.

1.1.3 Key Personnel (Responsive)

Provide the names, titles, experience and qualification briefs of key personnel that the offeror intends to assign to the program. Describe their program functions, responsibilities, authority, and rational for assignment. Indicate the percentage of time each key person will devote to this program and who will participate in critical reviews. For key on-site personnel, describe the liaison activities they will perform, define the authority they will be delegated, and describe their communication channels to SUPSHIP, ship's force and subcontractor organizations.

1.2 Management (Responsive)

1.2.1 Approach (Instructional)

The offeror's response to 1.2.2 through 1.2.5 should describe the manner in which his organization will manage the contract work described in

SI040707
NWMAR139047

Sections C and J of this solicitation. This should include use of management systems and coordination and review of contract work.

1.2.2 Schedule Control (Responsive)

a. Schedules (Instructional). The offeror should develop and prepare schedules necessary for establishment of an orderly and systematic ROH program necessary to support the availability as described in Section F of this solicitation. The schedules should include, but not be limited to, milestones such as specification/drawing preparation and SUPSHIP review/approval, GFE/GFM/GFI required dates, dock trials, fast cruise, sea trials, and Contractor material ordering schedules for the ship. Subcontractor participation should be integrated into these schedules.

b. Major Milestone Schedule (Responsive). Identify, define and schedule the major milestones for the USS HENRY B. WILSON (DDG 7) in relation to work described in Sections C and J of this solicitation. Schedule all identified major milestones in terms of days prior to delivery of ship. For the purpose of the proposal, the offeror shall use the following information:

(1) Contract award date will be on or about 18 March 1982;

(2) Technical Ammendment 0001, Mid January 1982;

c. Critical Path Analysis (Responsive). A Critical Path Analysis and network shall be developed for the USS HENRY B. WILDSON (DDG 7) as described in Section F, which projects the duration of work requirements as represented in Sections C and J of this solicitation, including report, installation, repair, test and checkout.. The analysis shall consider the impact of emergent work. Describe how the Critical Path Analysis will be maintained and how it will be used to support the management of the availability.

d. Progressing Methodology (Responsive). Using NAVSEA 0900-LP-079-5010 Section 13 as a guideline only, indicate the methods to be used to:

(1) Provide offeror's management system to comply with CDRL requirements for appraisal of the percentage of labor expended to the total for each work item;

(2) Provide offeror's management system to comply with requirements for appraisal of the percentage of material received to the total for each work item;

(3) Provide offeror's management system to comply with CDRL requirement for appraisal of the percentage of work accomplished to the total;

(4) Specify how he intends to support the conferences, reviews, and reports required by NAVSEA 0900-LP-079-5010 Sections 13-1 through 13-1.3.2;

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(5) Describe how the SUPSHIP will be advised of schedule slippages and corrective action plans. In addition, describe methods to be used for schedule recovery (include subcontractor work).

1.2.3 Material Control (Responsive)

a. Approach. Identify the offeror's existing system for control of material ordering, receipt, storage, protection, and identification of:

(1) Government Furnished Material

(2) Contractor Furnished Equipment/Material

(3) Subcontractor Furnished Equipment/Material

(4) Level 1 Material

(5) Interference Material

(6) Turn-In Material

(7) Scrap Material

b. Describe any proposed changes in the offeror's existing system for material control required to support the ROH.

c. Methodology. Describe the methodology proposed for material reporting, expediting, and making "critical" material decisions such as substitution.

d. Describe subcontractor material control programs relevant to the above areas.

1.2.4 Subcontractor Control (Responsive)

a. Approach (Instructional). The offeror should develop his approach to subcontracting work based on the schedule shown in Section F, developed in paragraph 1.2.2 above, and the information provided in Sections C and J of this solicitation. (Note: There is no requirements for exclusive "teaming" arrangements between an offeror and a subcontractor. Therefore, subcontractors may align with more than one offeror responding to this solicitation.)

b. Subcontractor Selection and Control (Responsive). Identify all the offeror's intended subcontractors, summarizing each subcontractor's responsibilities, facilities to be used, and provide qualification briefs on the major subcontractor key personnel which will be assigned to the program. For subcontracted work, the offeror shall:

(1) Define the work to be subcontracted;

(2) Describe the working relationship to be established between offeror and subcontractor, particularly in the area of management control;

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NWMAR139049

(3) Provide a plan that establishes clear and direct accountability for the cost, schedule, and quality. The plan shall include the contemplated contractual arrangements for its implementation;

(4) Provide rationale for selecting each subcontractor;

(5) Indicate past association with each subcontractor;

(6) Indicate type of contract to be used and rationale for use.

1.2.5 Cost Control (Responsive)

Describe how costs will be estimated, budgeted, monitored, controlled, and the Work Breakdown Structure (WBS) level at which costs will be traceable to the work performed (at least level three) and reported (level three). Include a description of personnel qualification and methods of assuring valid estimating techniques.

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CATEGORY B - TECHNICAL APPROACH

2.0 GENERAL (INSTRUCTIONAL)

Part 2 of the offeror's proposal should address the technical approach to accomplish the work described in Sections C and J of this solicitation.

2.1 Overall Approach (Responsive)

The offeror shall develop his overall technical approach to planning, design, rip-out, installation, repair, test and checkout in relation to accomplishment of the work described in Sections C and J of this solicitation. In addition to demonstrating his ability to perform the alteration and repair work required, the offeror should show his capability to prepare specifications, produce and/or revise drawings, provide production support, on-site design support and test support. Also, provide the Docking/Undocking Plan the offeror intends to utilize during this overhaul. A significant number of Government technical representatives will be involved in monitoring and inspecting the Combat Systems portion of the overhaul. Discuss the Accommodations/Support Facilities the offeror intends to provide these personnel.

2.2 Combat Systems Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the Combat Systems based on the information provided in Sections C and J of the Solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the Combat Systems work requirements.

b. Discuss in-house (prime) capability to monitor, direct and control the work planned.

2.3 1200 PSI Steam Plant Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the Steam Plant based on the information provided in Sections C and J of the Solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the 1200 PSI Steam Plant work requirements.

b. Discuss in-house (prime) capability to monitor, direct and control the work planned.

2.4 Hull, Mechanical and Electrical (H,M&E) Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the major work planned in the HM&E area based on the information provided in Sections C and J of the solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the HM&E work requirements.

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CATEGORY B - TECHNICAL APPROACH

2.0 GENERAL (INSTRUCTIONAL)

Part 2 of the offeror's proposal should address the technical approach to accomplish the work described in Sections C and J of this solicitation.

2.1 Overall Approach (Responsive)

The offeror shall develop his overall technical approach to planning and design (if necessary), for rip-out, installation, repair, test and checkout in relation to accomplishment of the work described in Sections C and J of this solicitation. In addition to demonstrating his ability to perform the alteration and repair work required, the offeror should show his capability to prepare specifications, produce and/or revise drawings, provide production support, on-site design support and test support. Also, provide the Docking/Undocking Plan the offeror intends to utilize during this overhaul. A significant number of Government technical representatives will be involved in monitoring and inspecting the Combat Systems portion of the overhaul. Discuss the Accommodations/ Support Facilities the offeror intends to provide these personnel.

2.2 Combat Systems Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the Combat Systems based on the information provided in Sections C and J of the Solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the Combat Systems work requirements.

b. Discuss in-house (prime) capability to monitor, direct and control the work planned.

2.3 1200 PSI Steam Plant Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the Steam Plant based on the information provided in Sections C and J of the Solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the 1200 PSI Steam Plant work requirements.

b. Discuss in-house (prime) capability to monitor, direct and control the work planned.

2.4 Hull, Mechanical and Electrical (H,M&E) Approach (Responsive)

The offeror shall submit his specific technical approach for Ripout/installation, repair, tests and check-out of the major work planned in the HM&E area based on the information provided in Sections C and J of the solicitation. In addition to the areas covered in the Overall Approach provide the following.

a. Discuss methodology for completing the HM&E work requirements.

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NWMAR139052

b. Discuss in-house (prime) capability to monitor, direct and control the work planned.

2.5 GFI Review (Responsive)

The offeror shall review the information provided as GFI in Section J of this solicitation. Any discrepancies will be reported to SUPSHIP within two weeks after receipt of the solicitation. Furthermore, after contract award, the offeror will be required to review the GFE/GFM lists, as well as the specifications, plans, drawings, and other information to be provided to the contractor as GFI in accordance with Section C of this solicitation. The offeror shall provide a plan of action in his proposal outlining his methodology for post-award GFI/GFE/GFM error detection and correction.

2.6 Quality Assurance (Responsive)

a. Briefly discuss the offeror's plan to provide and maintain a quality assurance program in accordance with MIL-I-45208A and NAVSEA Standard Item 009-04, and to perform and control the non-destructive testing (NDT) and metal joining processes (e.g., welding, silver brazing) that will be required during the production period of the ship.

b. The SUPSHIP, after receipt of best and final proposals, may elect to perform a pre-award audit of the offeror's quality program. If performed, the findings and recommendations of the audit may become part of the contract.

2.7 System Testing (Responsive)

The offeror shall discuss his technical approach to performing system testing. This shall include development of a test plan to be approved by SUPSHIP, describing the personnel, interfaces (including those with ship's force), test schedules, type of testing necessary, test methods to be used, and special test equipment required. The offeror shall describe how his approach contributes technically to the following test objectives:

(1) Early identification and resolution of design or performance problems;

(2) Progressive reduction of risks;

(3) Progressive achievement of performance criteria.

2.8 Standardization (Responsive)

The offeror shall discuss his technical approach to maintain class standarization. The discussion shall address the impact on planning, specification preparation, testing, and production. The offeror shall describe a program to achieve maximum standardization.

2.9 Safety (Responsive)

The offeror shall discuss his approach to safety. This approach shall address, as a minimum, control of hot work, use of toxic and non-toxic materials, methods of assuring work area safety, coordination with ship's force, tag out procedures (NAVSEA STD ITEM 009-24), asbestos removal, men working aloft, divers over the side, an on-going safety training program and disciplinary actions for safety violations.

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CATEGORY C RESOURCE AVAILABILITY

3.0 GENERAL (INSTRUCTIONAL)

Part 3 of the offeror's proposal should address the facility and manpower resources he intends to use to accomplish the work described in Sections C and J of this solicitation. Consideration should be given to the impact of overlapping availabilities.

3.1 Facilities (Responsive)

a. The offeror shall describe the facilities, in-house, subcontractor and those available or planned for use at a Naval Station, available for the execution of the work to be performed as a part of this solicitation. This shall include, as a minimum, the location, size, and capacity of piers, work shops, equipment and document storage facilities; design drawing and reproduction facilities; and storage and staging faciliites.

b. The offeror shall describe the specific locations and capability of non-facility resources (equipment, cranes, tools) required.

3.2 Manpower (Responsive)

The offeror shall graphically show manning curves and provide time-phase manning tables for functional disciplines which will be required for the accomplishment of the projected work requirements. The offeror shall develop manning curves based on the information provided in Sections C and J of this solicitation, for each category of manpower (paragraphs 3.2.1 through 3.2.6 below). The offeror shall provide supporting rationale for his manpower estimates. Within his proposal, the offeror shall also describe the manpower currently available to him. If the offeror intends to obtain additional personnel to fill his requirements, he shall indicate the quantity and the source. He shall also show evidence that the needed personnel will be available and include a discussion of the available labor market during contract performance with respect to critical disciplines (trades/skills). Identify any potential problem areas and the planned resolutions. Describe any shift systems and overtime programs required to meet the schedule in Section F of this solicitation.

3.2.1 Total Manpower (Responsive)

a. Discuss support projections in the following areas:

(1) Average men/day

(2) Peak men/day

(3) Total Manning

(4) Type of mix of in-house personnel

(5) Impact of the other ongoing work or work planned for accomplishment during the scheduled availability dates.

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NWMAR139054

(6) Include the following mandays of supplemental work for accomplishment of the K-Alts listed in Section C paragraph 1.1.i.

a)	Machinists	179
b)	Pipefitters	4,483
c)	Shipfitters	1,554
d)	Sheet Metal	3,916
e)	Electricians	1,192
f)	Welder/Burner	1,719
g)	Misc.	4,342
	Total Mandays	17,385

(7) Include the following mandays of ORDALT work for accomplishment of the ORDALTs referenced in Section C paragraph 1.1.i.

a)	Fire Control Mechanical	438
b)	Electronics	263
c)	Electricians	174
	Total Mandays	875

3.2.2 Production Manpower (Responsive)

Provide current and projected production manpower capability for the ship by discipline for direct, indirect and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assests and the use of shift work and overtime.

3.2.3 Testing/Test Support (Responsive)

a. Provide current and projected testing and test support manpower capabilities for the ship by discipline and total.

b. Include special skills to be used to formulate and develop test plan and test procedures. Also include special skills to be used to conduct testing operational systems to determine how well the repairs were accomplished.

c. Describe Test Data and Evaluation Plan including review process prior to submittal to the SUPSHIP.

d. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

3.2.4 Quality Assurance (Responsive)

Provide current and projected Quality Assurance manpower capability by discipline and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

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3.2.5 Planning Manpower (Responsive)

Provide current and projected specification preparation, procurement and material control, manpower capability (by trade discipline and total). Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

3.2.6 Design Manpower (Responsive)

Provide current and projected manpower capability for the ship by engineering discipline and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

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(4) Type of mix of in-house personnel

(5) Impact of the other ongoing work or work planned for accomplishment during the scheduled availability dates.

3.2.2 Design Manpower (Responsive)

Provide current and projected manpower capability for the ship by engineering discipline and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

3.2.3 Planning Manpower (Responsive)

Provide current and projected specification preparation, procurement and material control, manpower capability (by trade discipline and total). Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

3.2.4 Production Manpower (Responsive)

Provide current and projected production manpower capability for the ship by discipline for direct, indirect and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assests and the use of shift work and overtime.

3.2.5 Testing/Test Support (Responsive)

a. Provide current and projected testing and test support manpower capabilities for the ship by discipline and total.

b. Include special skills to be used to formulate and develop test plan and test procedures. Also include special skills to be used to conduct testing operational systems to determine how well the repairs were accomplished.

c. Describe Test Data and Evaluation Plan including review process prior to submittal to the SUPSHIP.

d. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

3.2.6 Quality Assurance (Responsive)

Provide current and projected Quality Assurance manpower capability by discipline and total. Provide supporting rationale and discuss peak loads, shortfalls, surge assets and the use of shift work and overtime.

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CATEGORY D - EXPERIENCE

4.0 GENERAL (INSTRUCTIONAL)

This part of the proposal should describe the offeror's experience and performance which will provide assurance of the offeror's capability to perform the work described in Sections C and J of this solicitation.

4.1 Experience (Responsive)

a. The offeror shall submit a summary of design, planning and production experience (identify as subcontractor or prime) in the following areas:

(1) Repair/alteration of surface combatants

(2) 1200 PSI steam plants

(3) Combat/weapon systems

(4) Test and checkout

(5) Quality Assurance (MIL-I-45208A) and NAVSEA Standard Item 009-04

b. Cite in each instance name of ship, inclusive dates, and mandays expended.

4.2 Performance (Responsive)

a. Provide a matrix of Navy contracts completed during the last year and the last five (5) Navy Contracts over $5 million each displaying the following data:

(1) Name of ship

(2) Nature of work

(3) Total mandays

(4) Original completion date

(5) Actual completion date

(6) Award price

(7) Growth price

(8) Number of change orders issued

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NWMAR139058

(9) Adjudicated price

b. Describe methodology previously used to absorb work growth with no end schedule degradation.

c. Describe techniques typically used in the past by the offeror, and to what degree of success, to work around items such as unavailability of material, test equipment, skilled labor, etc. Give examples.

d. Describe methodology used previously by the offeror to correct or resolve Quality Deficiency Reports (QDRs), warrantee items, and guarantee items. Describe the offeror's past record with regard to the nature and extent of QDR, warrantee, and guarantee experiences.

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ATTACHMENT 2 TO SECTION L

The offeror's Cost Proposal will include, but not be limited to, a DD Form 633 covering the total estimated cost with the following supporting data:

(1) Estimated direct labor costs.
(2) Estimated overtime with justification for use of overtime.
(3) Estimated material costs.
(4) Estimated subcontract costs (a supporting DD 633 should be included for each subcontract over $100,000).
(5) Estimated overhead costs.
(6) Estimated general and administrative expenses.
(7) Total estimated costs.
(8) A complete breakdown of labor and overhead/G&A rates used.

Additionally, the offeror shall furnish a cost breakdown for each specification work item as applicable for the ship in accordance with the format shown on pages 3 and 4 of this attachment. Any significant costs that are included somewhere other than the appropriate work item (e.g., in overhead, with services) should be identified and the location of the costs given.

For the below listed work items the offeror should also submit complete supporting data for the estimates provided above. This data should include work scope, a list of material, use of overtime, cost estimating relationships, man-hours by craft, and any assumptions affecting these estimates.

K- Alterations

DDG2	00368	MK 36-1 DECOY LNCHR INSTALL
"	00427	INST IMP CURRENT CATH PROT CWD 63390
"	00509	INST TY II DRYERS FOR ELEX SYS
"	00556	REPLACE HP AIR COMPRESSORS
"	00579	MT52 MN DK STRUCT MODS
"	00585	REPLACE BAILEY ACC SYS
"	00608	UHF NAV GROWTH RADIO
"	00649	INST LHTWHT TACAN ANT
"	00668	AN/SPG-51C XMTR MODS
"	00628	INST SSM HARPOON

D- Alterations

DDG2	00589	EVAP FEED TREAT SYS
"	00637	INST CLBR SFTY DEVICE
"	00653	REPLNMNT-AT-SEA AND BOAT HNDLG STAT RED LIGHTING
"	00655	SHORE STM CNTN MODS
"	00657	INST DISCHG DELAY IN FIXED CO2 SYS
"	00703	LW PRES DRN ORFCE INST
"	00705	TRK FUL-FIL AND TRSFR PIPE IN POTABLE WTR TNK
"	00714	AFT STK WK PLTFRM INST
"	00729	MN FD PMP LO PMP AUTO STARTER
"	00746	FRE SFE FUEL OIL STRNR
"	00774	MAG SPRKLR SYS HSD REP
"	00800	VHF MOD (GRT 21 & GRR 23)
"	00835	NAVSEA WK INCIN TO ORDALT 8949
"	00687	TEMP REG-CONVECTION HTR SANITARY SPACES
"	00706	INFLTBLE SEAL ACT SYS

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ATTACHMENT 2 TO SECTION L

The offeror's Cost Proposal will include, but not be limited to, a DD Form 633 covering the total estimated cost with the following supporting data:

(1) Estimated direct labor costs.
(2) Estimated overtime with justification for use of overtime.
(3) Estimated material costs.
(4) Estimated subcontract costs (a supporting DD 633 should be included for each subcontract over $100,000).
(5) Estimated overhead costs.
(6) Estimated general and administrative expenses.
(7) Total estimated costs.
(8) A complete breakdown of labor and overhead/G&A rates used.

Additionally, the offeror shall furnish a cost breakdown for each specification work item as applicable for the ship in accordance with the format shown on pages 3 and 4 of this attachment. Any significant costs that are included somewhere other than the appropriate work item (e.g., in overhead, with services) should be identified and the location of the costs given.

For the below listed work items the offeror should also submit complete supporting data for the estimates provided above. This data should include work scope, a list of material, use of overtime, cost estimating relationships, man-hours by craft, and any assumptions affecting these estimates.

K- Alterations

DDG2	00368	MK 36-1 DECOY LNCHR INSTALL
"	00427	INST IMP CURRENT CATH PROT CWD 63390
"	00509	INST TY II DRYERS FOR ELEX SYS
"	00556	REPLACE HP AIR COMPRESSORS
"	00579	MT52 MN DK STRUCT MODS
"	00585	REPLACE BAILEY ACC SYS
"	00668	AN/SPG-51C XMTR MODS
"	00628	INST SSM HARPOON

Note: K - Alterations DDG2 00582, DDG 2 00641, and/or DDG 2 809 may be substituted for the above K-Alterations on a one-for-one basis if satisfactory justification for the substitution is provided.

D&F Alterations

DDG2	00589	EVAP FEED TREAT SYS
"	00637	INST CLBR SFTY DEVICE
"	00653	REPLNMNT-AT-SEA AND BOAT HNDLG STAT RED LIGHTING
"	00655	SHORE STM CNTN MODS
"	00657	INST DISCHG DELAY IN FIXED CO2 SYS
"	00703	LW PRES DRN ORFCE INST
"	00705	TRK FUL-FIL AND TRSFR PIPE IN POTABLE WTR TNK
"	00714	AFT STK WK PLTFRM INST
"	00729	MN FD PMP LO PMP AUTO STARTER
"	00746	FRE SFE FUEL OIL STRNR
"	00800	VHF MOD (GRT 21 & GRR 23)
"	00835	NAVSEA WK INCIN TO ORDALT 8949
"	00687	TEMP REG-CONVECTION HTR SANITARY SPACES
"	00706	INFLTBLE SEAL ACT SYS

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NWMAR139061

The cost category score will reflect the degree of support supplied. A technical analysis and review of the hours, rates, and material costs for these items will be made by the Navy for each proposal to determine a realistic estimate for these items of the projected cost to the Navy. This estimate will be used to adjust the offeror's total proposed cost to a total projected cost estimate for cost evaluation purposes in the following areas:

1. Cost Realism. The realism of an offeror's proposal will be indicated by the amount his proposal is adjusted in developing the Navy projected cost estimate with the greater the gross relative adjustment resulting in the lower realism.

2. Cost to Government. The cost to the government of an offeror's proposal will be indicated by the total Navy projected cost estimate with the lowest projected cost estimate being considered most favorable and all others considered less favorable by an amount proportionate to the amount each projected cost estimate is higher than the lowest projected cost estimate.

The cost realism and cost to government scores determined above for each proposal will be added together to determine the cost category raw score for each proposal.

Cost for the supplemental mandays stated in Attachment 1 to Section L paragraph 3.2.1 should be reflected under K-Alts, page 2-L-3, in Attachment 2 to Section L and Subline item 0001AC in Section B.

Cost for the ORDALT mandays stated in Attachment 1 to Section L paragraph 3.2.1 should be reflected under ORDALTs, page 2-L-3, in Attachment 2 to Section L and Subline item 0001AE in Section B.

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Supporting Data for the USS HENRY B. WILSON (DDG 7)

Offeror: _____ _____

	Prime Contractor Labor Manhours/ Dollars	Subcontractor Labor Manhours/ Dollars	Material Dollars (Prime)	Material Dollars (Sub)	Tota Cost
Alteration/Repair					
K-ALTS					
(list numerically by work item)					
Total K-Alts					
D & F-ALTS/Repair					
(list numerically by work item)					
Total D & F-Alts/Repair					
ORDALTS					
(list numerically by work item)					
Total ORDALTS					
Messing & Berthing					
Messing					
Berthing					
Total Messing & Berthing					
Ships Selected Records (SSR)					
(list numerically by work item)					
Total SSR					

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NWMAR139063

Supporting Data for the USS HENRY B. WILSON (DDG 7)

	Prime Contractor Labor Manhours/ Dollars	Subcontractor Labor Manhours/ Dollars	Material Dollars (Prime)	Material Dollars (Sub)	Total Cost
Total CDRL's					
Other Costs (if applicable)					
Eng CAS 414					
Prod CAS 414					
Overtime					
2nd Shift Premium					
Escalation:					
labor					
material					
sub items					
Miscellaneous (if applicable) (for example - sea trials)					
Total Cost					
Profit					
Facilities Capital Cost of Money					
Total Price					

Notes:

Indicate labor rates

Overhead rates (% and dollars)

G & A (if applicable)

Escalation rates

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RFP No. _____

ATTACHMENT 3 TO SECTION L

DATE _____

QUESTION No. _____

REQUEST FOR SPECIFICATION CLARIFICATION

CONTRACTOR: _____

SHIP & HULL No: _____

SPECIFICATION No: _____ PARA No: _____

TITLE: _____ PAGE No: _____

QUESTION:

DO NOT WRITE BELOW THIS LINE
(NAVSEA USE ONLY)

ANSWER:

Reply forwarded by:

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SECTION M - EVALUATION AND AWARD FACTORS

M-1 EVALUATION FACTORS FOR AWARD

a. The aim of the proposal evaluation is to assure impartial and comprehensive examination of competitive proposals and to select a Contractor whose proposal and evaluated capabilities offer optimum satisfaction of program requirements.

b. The Acquisition Manager will select the Contractor to perform the repair and modernization work. He will inform the Contracting Officer of his selection and authorize the execution of the appropriate contract.

M-2 BASIS FOR SELECTION

Each offeror's Proposal will be evaluated for the following categories and elements each of which are listed in descending order of relative importance (per category):

CATEGORY A - MANAGEMENT CAPABILITY	ATTACHMENT 1, SECTION L, PARA NO.
1. Organization Approach	1.1.1
2. Subcontractor Selection and Control	1.2.4b
3. Material Control	1.2.3
4. Progressing Methodology	1.2.2d
5. Critical Path Analysis	1.2.2c
6. Organization Chart	1.1.2
7. Key Personnel	1.1.3
8. Major Milestone Schedule	1.2.2b
9. Cost Control	1.2.5
CATEGORY B - TECHNICAL APPROACH	
1. Overall Approach	2.1
2. Combat Systems Approach	2.2
3. 1200 PSI Steam Plant Approach	2.3
4. Hull, Mechanical & Electrical Approach	2.4
5. System Testing	2.7
6. Quality Assurance	2.6

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NWMAR139066

CATEGORY B - TECHNICAL APPROACH	ATTACHMENT 1, SECTION L, PARA NO.
7. Standardization	2.8
8. GFI Review	2.5
9. Safety	2.9
CATEGORY C - RESOURCE AVAILABILITY	
1. Facilities	3.1
2. Total Manpower	3.2.1
3. Production Manpower	3.2.4
4. Testing/Test Support Manpower	3.2.5
5. Planning Manpower	3.2.3
6. Design Manpower	3.2.2
7. Quality Assurance Manpower	3.2.6
CATEGORY D - EXPERIENCE	
1. Experience	4.1
2. Performance	4.2
CATEGORY E - COST	**ATTACHMENT 2, SECTION L**
1. Cost Realism	
2. Cost to Government	

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NWMAR139067

CATEGORY B - TECHNICAL APPROACH	ATTACHMENT 1, SECTION L, PARA NO.
7. Standardization	2.8
8. GFI Review	2.5
9. Safety	2.9
CATEGORY C - RESOURCE AVAILABILITY	
1. Facilities	3.1
2. Total Manpower	3.2.1
3. Production Manpower	3.2.2
4. Testing/Test Support Manpower	3.2.3
5. Quality Assurance Manpower	3.2.4
6. Planning Manpower	3.2.5
7. Design Manpower	3.2.6
CATEGORY D - EXPERIENCE	
1. Experience	4.1
2. Performance	4.2
CATEGORY E - COST	**ATTACHMENT 2, SECTION L**
1. Cost Realism	
2. Cost to Government	

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NWMAR139068

ITEM J-1, SCHEDULE A DEC 1981

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 221-11-006			
42	Handhole Plate	4410-00-830-0314	
62	Handhole Plate	4410-00-830-0318	
6	Handhole Plate	4410-00-850-5632	
ITEM NO: 221-11-015			
12	Tile-Segment	9G9350-00-574-2870	
15	Tile-Corner	9G9350-00-574-2869	
494	Silicon Carbide Baffle Tiles-Straight	9G9350-00-926-4665	
266	Silicon Carbide Baffle Tiles-Radial	9G9350-00-965-0470	
ITEM NO: 221-12-006			
42	Handhole Plate	4410-00-830-0314	
62	Handhole Plate	4410-00-830-0318	
6	Handhole Plate	4410-00-850-5632	
ITEM NO: 221-12-015			
12	Tile-Segment	9G9350-00-574-2870	
15	Tile-Corner	9G9350-00-574-2869	
494	Silicon Carbide Baffle Tiles-Straight	9G9350-00-926-4665	
266	Silicon Carbide Baffle Tiles-Radial	9G9350-00-965-0470	
ITEM NO: 221-31-002			
One	Boiler Blow Sample Cooler	1H4420-00-376-1545	
ITEM NO: 221-32-002			
One	Boiler Blow Sample Cooler	1H-4420-00-376-1545	

SI040729
NWMAR139069

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 231-11-001			
One	Packing Ring	1H2825-00-564-7099	
One	Packing Ring	1H2825-00-564-7100	
One	Packing Ring	1H2825-00-564-7091	
One	Packing Ring	1H2825-00-564-7092	
2	Packing Ring	1H2825-00-564-7101	
2	Packing Ring	1H2825-00-679-6047	
2	Oil Deflector	1H2825-00-567-6266	
2	Oil Deflector	1H2825-00-567-6265	
12	Thrust Shoe	1H2010-00-097-1702	
12	Thrust Shoe	1H2010-00-567-6271	
ITEM NO: 231-11-002			
3	Valve Seat	1H2825-00-716-8856	
One	Valve Seat	1H2825-00-716-8857	
One	Valve Seat	1H2825-00-716-8865	
One	Valve Seat	1H2825-00-716-8866	
One	Valve	1H2825-00-716-8846	
One	Valve	1H2825-00-716-8847	
One	Valve	1H2825-00-609-3093	
One	Valve	1H2825-00-716-8849	
One	Valve	1H2825-00-716-8854	
One	Valve	1H2825-00-716-8855	
6	Cup, Bearing	1H2825-00-567-6269	
3	Spring	9Z5360-00-049-7547	
2	Cam Roller	9Z3120-00-567-6270	
One	Cam Rollr Pin	1H2825-00-567-6270	
2	Bearing .	9Z3110-00-227-3249	
2	Bushing	1H2825-00-986-8787	
3	Bushing	1H3120-00-540-3193	
2	Bushing	1H2825-00-986-8786	
One	Bushing	1H2825-00-986-8785	
ITEM NO. 231-12-001			
One	Packing Ring	1H2825-00-564-7099	
One	Packing Ring	1H2825-00-564-7100	
One	Packing Ring	1H2825-00-564-7091	
One	Packing Ring	1H2825-00-564-7092	
2	Packing Ring	1H2825-00-564-7101	
2	Packing Ring	1H2825-00-679-6047	
2	Oil Deflector	1H2825-00-567-6266	
2	Oil Deflector	1H2825-00-567-6265	
12	Thrust Shoe	1H2010-00-097-1702	
12	Thrust Shoe	1H2010-00-567-6271	

SI040730
NWMAR139070

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 231-12-002			
3	Valve Seat	1H2825-00-716-8856	
One	Valve Seat	1H2825-00-716-8857	
One	Valve Seat	1H2825-00-716-8865	
One	Valve Seat	1H2825-00-716-8866	
One	Valve	1H2825-00-716-8846	
One	Valve	1H2825-00-716-8847	
One	Valve	1H2825-00-609-3903	
One	Valve	1H2825-00-716-8849	
One	Valve	1H2825-00-716-8854	
One	Valve	1H2825-00-716-8855	
6	Cup, Bearing	1H2825-00-567-6269	
3	Spring	9Z5360-00-049-7547	
2	Cam Roller	9Z3120-00-540-3196	
One	Cam Roller Pin	1H2825-00-567-6270	
2	Bearing	9Z3110-00-227-3249	
2	Bushing	1H2825-00-986-8787	
3	Bushing	1H3125-00-540-3193	
2	Bushing	1H2825-00-986-8786	
One	Bushing	1H2825-00-986-8785	
ITEM NO: 241-11-001			
One	Bearing	9Z3110-00-114-8931	
One	Bearing	9Z3110-00-156-5373	
One	Bearing	9Z3110-00-555-5207	
2	Bearing	9Z3110-00-554-3901	
2	Bearing	9Z3110-00-156-5291	
ITEM NO: 241-12-001			
One	Bearing	9Z3110-00-554-5791	
One	Bearing	9Z3110-00-554-3359	
One	Labyrinth	1H2825-00-620-7397	
12	Thrust Shoe	1H2825-00-620-7409	
2	Seal Ring	1H2825-00-228-1988	
One	Labyrinth Assy	1H2825-00-620-7399	
One	Labyrinth Assy	1H2825-00-620-7400	
32	Spring	9Z5360-00-582-8057	
32	Retainer	1H2825-00-620-7387	
2	Labyrinth Assy	1H2825-00-620-7419	
One	Needle Valve	1H2825-00-870-2418	
One	Spring	9Z5360-00-870-5835	
One	Bushing, Ball	9Z3110-00-198-2242	

SI040731
NWMAR139071

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 241-12-001 (Cont'd)			
One	Piston Ring	1H2825-00-555-2132	
2	Seal	9Z5330-00-220-6946	
One	Spring	9Z5360-00-529-5981	
One	Bushing	9Z3120-00-580-0793	
One	Valve	1H2825-00-529-5985	
One	Valve	1H2825-00-529-5986	
One	Valve	1H2825-00-529-5987	
2	Bearing	9Z3110-00-554-5407	
One	Shaft Sleeve	9C4320-00-529-5961	
One	Spring	9W3010-00-536-8590	
One	Valve Deck	9C4320-00-398-6665	
One	Shaft and Wing Assy	9C4320-00-398-6688	
ITEM NO: 251-11-001			
One	Gear Set	9C3020-00-240-5365	
One	Slinger	1H2825-00-620-7392	
One	Labyrinth	1H2825-00-620-7393	
One	Valve Seat	1H2825-00-545-3773	
One	Valve Seat	1H2825-00-529-5988	
One	Valve Seat	1H2825-00-529-5989	
2	Bearing	9Z3120-00-620-7420	
ITEM NO: 251-12-001			
One	Gear Set	9C3020-00-240-5365	
One	Slinger	1H2825-00-620-7392	
One	Labyrinth	1H2825-00-620-7393	
One	Valve Seat	1H2825-00-545-3773	
One	Valve Seat	1H2825-00-529-5988	
One	Valve Seat	1H2825-00-529-5989	
2	Bearing	9Z3120-00-620-7420	
One	Labyrinth	1H2825-00-620-7397	
12	Thrust Shoe	1H2825-00-620-7409	
2	Seal Ring	1H2825-00-228-1988	
One	Labyrinth Assy	1H2825-00-620-7399	
One	Labyrinth Assy	1H2825-00-620-7400	
32	Spring	9Z5360-00-582-8057	
32	Retainer	1H2825-00-620-7387	
2	Labyrinth Assy	1H2825-00-620-7419	
One	Needle Valve	1H2825-00-870-2418	
One	Spring	9Z5360-00-870-5835	
One	Bushing, Ball	9Z3110-00-198-2242	
One	Piston Ring	1H2825-00-555-2132	

SI040732
NWMAR139072

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 251-12-001 (Cont'd)			
2	Seal	9Z5330-00-220-6946	
One	Spring	9Z5360-00-529-5981	
One	Bushing	9Z3120-00-580-0793	
One	Valve	1H2825-00-529-5985	
One	Valve	1H2825-00-529-5986	
One	Valve	1H2825-00-529-5987	
2	Bearing	9Z3110-00-554-5407	
One	Shaft Sleeve	9C4320-00-529-5961	
One	Spring	9W3010-00-536-8590	
One	Valve Deck	9C4320-00-398-6665	
One	Shaft and Wing Assy	9C4320-00-398-6688	
ITEM NO: 254-11-002			
2	Nozzle	9C4320-00-218-6205	
2	Nozzle	9C4320-00-218-6206	
2	Strainer	9C4730-00-202-9019	
ITEM NO: 254-12-002			
2	Nozzle	9C4320-00-218-6205	
2	Nozzle	9C4320-00-218-6206	
2	Strainer	9C4730-00-202-9019	
ITEM NO: 254-21-001			
2	Nozzle	9C4730-00-706-6579	
2	Nozzle	9C4730-00-706-6578	
ITEM NO: 254-22-001			
2	Nozzle	9C4730-00-706-6579	
2	Nozzle	9C4730-00-706-6578	
ITEM NO: 254-31-003			
40	Tubes	9C4710-00-278-8487	

SI040733
NWMAR139073

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 254-32-002			
40	Tubes	9C4710-00-278-8487	
ITEM NO: 255-21-001			
One	Coupling, Lube Free	2S4320-01-107-5962	
One	Class B Repaired Main Feed Pump and Turbine	None	
ITEM NO: 255-22-001			
One	Coupling, Lube Free	2S4320-01-107-5962	
One	Class B Repaired Main Feed Pump and Turbine	None	
ITEM NO: 255-31-001			
One	Sleeve, Shaft	9C4320-00-627-0493	
One	Sleeve, Shaft	9C4320-00-627-0492	
One	Sleeve, Flinger	9Z3120-00-585-9565	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8958	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8959	
2	Ring, Impeller Wearing (2nd Stage)	9C4320-00-288-8961	
One	Ring, Casing Wearing (1st Stage)	9C4320-00-098-1755	
One	Ring, Casing Wearing (1st Stage)	9C4320-00-098-1756	
2	Ring, Casing Wearing (2nd Stage)	9C4320-00-098-1757	
One	Bushing Throat	9Z3120-00-098-1747	
One	Bearing (In Halves)	9Z3120-00-098-1749	
One	Flinger Mechanical	9C4320-00-580-2814	
2	Bearing, Ball	9Z3110-00-156-8064	
One	Lockwasher	9Z5310-00-186-0968	
One	Locknut	9Z5310-00-185-6461	
One	Bearing, Ball	9Z3110-00-155-6391	
2	Weight, Governor	1H2825-00-389-9750	

SI040734
NWMAR139074

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-31-001 (Cont'd)			
4	Packing Ring, Carbon	9C4320-00-863-1279	
3	Stop, Packing Ring	1H2825-00-733-5168	
4	Spring, Packing Ring	9Z5360-00-316-4198	
One	Stop Pin, Packing Ring	9Z5315-00-011-0407	
One	Bushing Bonnet	9Z3120-00-662-2399	
One	Strainer & Frame	9C4370-00-202-9278	
One AY	Follower, Stuffing Box	1H2825-00-389-9746	
One	Guide, Valve Stem	1H2825-00-389-9738	
One	Spring Seat, Inner	1H2825-00-389-9740	
One	Spring Seat, Outer	1H2825-00-389-9741	
One	Spring Governor Valve	1H2825-00-316-4191	
One	Spring Governor	9Z5360-00-316-4195	
2 YD	Filter Governor	9Z5330-00-261-8494	
One	Inner Bearing	9Z3120-00-308-9993	
One	Outer Bearing	9Z3120-00-308-9994	
One	Thrust Bearing Gear Shaft	9Z3110-00-982-2668	
2	Bearing, Worm Thrust	9Z3110-00-109-1338	
One	Bearing, Radial Gear Shaft	9Z3110-00-144-8663	
2	O-Ring	9Z5330-00-350-9013	
One	Spring; Relief Valve	9Z5360-00-297-6475	
2	Packing Ring	9Z5330-00-599-1415	
One	Spring	1H5360-00-619-3664	
ITEM NO: 255-32-001			
One	Sleeve, Shaft	9C4320-00-627-0493	
One	Sleeve, Shaft	9C4320-00-627-0492	
One	Sleeve, Flinger	9Z3120-00-585-9565	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8958	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8959	
2	Ring, Impeller Wearing (2nd Stage)	9C4320-00-288-8961	
One	Ring, Casing Wearing (1st Stage)	9C4320-00-098-1755	
One	Ring, Casing Wearing (1st Stage)	9C4320-00-098-1756	
2	Ring, Casing Wearing (2nd Stage)	9C4320-00-098-1757	

SI040735
NWMAR139075

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-32-001 (Cont'd)			
One	Bushing Throat	9Z3120-00-098-1747	
One	Bearing (In Halves)	9Z3120-00-098-1749	
One	Flinger Mechanical	9C4320-00-580-2814	
2	Bearing, Ball	9Z3110-00-156-8064	
One	Lockwasher	9Z5310-00-186-0968	
One	Locknut	9Z5310-00-185-6461	
One	Bearing, Ball	9Z3110-00-155-6391	
2	Weight, Governor	1H2825-00-389-9750	
4	Packing Ring, Carbon	9C4320-00-863-1279	
3	Stop, Packing Ring	1H2825-00-733-5168	
4	Spring, Packing Ring	9Z5360-00-316-4198	
One	Stop Pin, Packing Ring	9Z5315-00-011-0407	
One	Bushing Bonnet	9Z3120-00-662-2399	
One	Strainer & Frame	9C4370-00-202-9278	
One AY	Follower, Stuffing Box	1H2825-00-389-9746	
One	Guide, Valve Stem	1H2825-00-389-9738	
One	Spring Seat, Inner	1H2825-00-389-9740	
One	Spring Seat, Outer	1H2825-00-389-9741	
One	Spring Governor Valve	1H2825-00-316-4191	
One	Spring Governor	9Z5360-00-316-4195	
2 YD	Filter Governor	9Z5330-00-261-8494	
One	Inner Bearing	9Z3120-00-308-9993	
One	Outer Bearing	9Z3120-00-308-9994	
One	Thrust Bearing Gear Shaft	9Z3110-00-982-2668	
2	Bearing, Worm Thrust	9Z3110-00-109-1338	
One	Bearing, Radial Gear Shaft	9Z3110-00-144-8663	
2	O-Ring	9Z5330-00-350-9013	
One	Spring; Relief Valve	9Z5360-00-297-6475	
2	Packing Ring	9Z5330-00-599-1415	
One	Spring	1H5360-00-619-3664	
ITEM NO: 255-35-001			
One	Impeller Washer	9Z3120-00-516-6293	
One	Impeller key	9Z5315-00-188-9145	
One	Wearing Ring	9C4320-00-585-0412	
One	Shaft Sleeve	1H4320-00-393-3513	
One	Deflector	1H4320-00-218-3663	
One	Packing Box Bushing	9Z3120-00-540-3271	

SI040736
NWMAR139076

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-35-002			
One	Port Plate	9C4320-00-168-0594	
One	Rotor	9C4310-00-168-0868	
One	Shaft Sleeve	9C4320-00-336-5320	
One	Key, Rotor	9Z5315-00-199-3405	
One	Lock Screw	9Z5306-00-206-3007	
One	Slinger	9Z5310-00-599-3536	
One	Shim	9Z5365-00-201-1982	
One	Valve Seat	9C4820-00-469-0194	
ITEM NO: 255-35-003			
One	Sleeve, Shaft	9C4320-00-627-0493	
One	Sleeve, Shaft	9C4320-00-627-0492	
One	Sleeve, Flinger	9Z3120-00-585-9565	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8958	
One	Ring, Impeller Wearing (1st Stage)	9C4320-00-288-8959	
2	Ring, Impeller Wearing (2nd Stage)	9C4320-00-288-8961	
One	Ring, Casing Wearing (1st Stage)	9C4320-00-098-1755	
One	Ring, Casing Wearing (2nd Stage)	9C4320-00-098-1756	
2	Ring, Casing Wearing (2nd Stage)	9C4320-00-098-1757	
One	Bushing, Throat	9Z3120-00-098-1747	
One	Bearing (In Halves)	9Z3120-00-098-1749	
One	Flinger, Mechanical	9C4320-00-580-2814	
2 Pr.	Bearing, Ball	9Z3110-00-156-8064	
One	Lockwasher	9Z5310-00-186-0968	
One	Locknut	9Z5310-00-185-6461	
ITEM NO: 255-41-001			
2	Packing	9Z5330-00-227-9483	
One	Diaphragm - NZL	9C4820-00-343-6957	
One	Spring - Hlcps	9Z5360-00-664-3619	
One	Disk - Assy - NZL	9C4820-00-036-1644	
2	Diaphragm - VL	9C4820-00-036-1700	
One	Diaphragm - VL - Lrg	9C4820-00-036-1699	
One	Spring - Hlcps Adj	9Z5360-00-301-4948	
One	Spring - Hlcps UPR	9Z5360-00-680-3381	

SI040737
NWMAR139077

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-42-002			
2	Packing	9Z5330-00-227-9483	
One	Diaphragm - NZL	9C4820-00-343-6957	
One	Spring - Hlcps	9Z5360-00-664-3619	
One	Disk - Assy - NZL	9C4820-00-036-1644	
2	Diaphragm - VL	9C4820-00-036-1700	
One	Diaphragm - VL - Lrg	9C4820-00-036-1699	
One	Spring - Hlcps Adj	9Z5360-00-301-4948	
One	Spring - Hlcps UPR	9Z5360-00-680-3381	
ITEM NO: 255-51-001			
One	Casing Wearing Ring Undersize	9C4320-00-336-6041	
One	Casing Wearing Ring Undersize	9C4320-00-36-6042	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6043	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6044	
One	Thrust Bearing	9Z3110-00-156-6846	
One	Shaft Sleeve	9C4320-00-398-7080	
One	Packing Ring	9Z5330-00-765-2876	
One	Shaft Nut	9C4320-00-391-8015	
One	Casing Throat Bushing	9Z3120-00-126-5437	
One	Lantern Ring	9C4320-00-126-5436	
One	Bearing	9Z3120-00-394-6120	
One	Bearing Guard	9C4320-00-398-6846	
One	Bearing Guard	9C4320-00-398-7088	
One	Ring Packing Box	9Z5330-00-212-6432	
One	Bushing Guide	9Z3120-00-967-3461	
One	Bushing Packing Box	9Z3120-00-293-6108	
4	Shim-Thrust Brg Cover	9Z5365-00-597-5153	
One	Spring	9Z5360-00-291-7609	
One	Bearing Radial	9Z3110-00-293-9302	
One	Bearing Thrust	9Z3110-00-555-5207	
One	Oil Seal Assembly	1H2010-00-097-1673	
One	Bearing Radial	1H3120-00-340-3311	
One	Bearing Thrust	1H2010-00-399-3450	
One	Bushing Pump	9Z3120-00-294-1084	
One	Bearing Thrust	9Z3110-00-554-3933	
One	Bearing Radial	9Z3110-00-516-5490	

SI040738
NWMAR139078

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-51-002			
One	Casing Wearing Ring Undersize	9C4320-00-336-6041	
One	Casing Wearing Ring Undersize	9C4320-00-36-6042	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6043	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6044	
One	Thrust Bearing	9Z3110-00-156-6846	
One	Shaft Sleeve	9C4320-00-398-7080	
One	Packing Ring	9Z5330-00-765-2876	
One	Lantern Ring	9C4320-00-126-5436	
One	Shaft Nut	9C4320-00-391-8015	
One	Casing Throat Bushing	9Z3120-00-126-5437	
One	Bearing	9Z3120-00-394-6120	
One	Bearing Guard	9C4320-00-398-6846	
One	Bearing Guard	9C4320-00-398-7088	

ITEM NO: 255-52-001			
One	Casing Wearing Ring Undersize	9C4320-00-336-6041	
One	Casing Wearing Ring Undersize	9C4320-00-36-6042	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6043	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6044	
One	Thrust Bearing	9Z3110-00-156-6846	
One	Shaft Sleeve	9C4320-00-398-7080	
One	Packing Ring	9Z5330-00-765-2876	
One	Shaft Nut	9C4320-00-391-8015	
One	Casing Throat Bushing	9Z3120-00-126-5437	
One	Lantern Ring	9C4320-00-126-5436	
One	Bearing	9Z3120-00-394-6120	
One	Bearing Guard	9C4320-00-398-6846	
One	Bearing Guard	9C4320-00-398-7088	
One	Ring Packing Box	9Z5330-00-212-6432	
One	Bushing Guide	9Z3120-00-967-3461	
One	Bushing Packing Box	9Z3120-00-293-6108	
4	Shim-Thrust Brg Cover	9Z5365-00-597-5153	
One	Spring	9Z5360-00-291-7609	
One	Bearing Radial	9Z3110-00-293-9302	

SI040739
NWMAR139079

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-52-001 (Cont'd)			
One	Bearing Thrust	9Z3110-00-555-5207	
One	Oil Seal Assembly	1H2010-00-097-1673	
One	Bearing Radial	1H3120-00-340-3311	
One	Bearing Thrust	1H2010-00-399-3450	
One	Bushing Pump	9Z3120-00-294-1084	
One	Bearing Thrust	9Z3110-00-554-3933	
One	Bearing Radial	9Z3110-00-516-5490	
ITEM NO: 255-52-002			
One	Casing Wearing Ring Undersize	9C4320-00-336-6041	
One	Casing Wearing Ring Undersize	9C4320-00-36-6042	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6043	
One	Impeller Wearing Ring Oversize	9C4320-00-336-6044	
One	Thrust Bearing	9Z3110-00-156-6846	
One	Shaft Sleeve	9C4320-00-398-7080	
One	Packing Ring	9Z5330-00-765-2876	
One	Lantern Ring	9C4320-00-126-5436	
One	Shaft Nut	9C4320-00-391-8015	
One	Casing Throat Bushing	9Z3120-00-126-5437	
One	Bearing	9Z3120-00-394-6120	
One	Bearing Guard	9C4320-00-398-6846	
One	Bearing Guard	9C4320-00-398-7088	
ITEM NO: 255-61-001			
One	Sleeve, Shaft Upper	9C4320-00-620-4755	
One	Sleeve, Shaft Lower PMP	9C4320-00-620-4754	
One	Bearing Lower	9Z3120-00-620-4753	
One	Key, Impeller 2nd Stage	9Z5315-00-199-3473	
One	O-Ring	9Z5330-00-196-5382	
One	Locknut, BRG	9Z5310-00-185-6425	
One	Lockwasher	9Z5310-00-226-5978	
One	Liner Throat	9Z5330-00-584-0542	
2	Ring, Case (U. Size)	9C4320-00-678-8502	
One	Ring, Water Seal	9C4320-00-678-8501	
One	Bearing Thrust	9Z3110-00-198-2248	
2	Bearing Ball, FE and BE	9Z3110-00-156-5044	
2	Ring Seal	9Z5330-00-242-1992	
One	Grid	9C3010-00-267-4954	
One FT	Gasket	9Z5330-00-467-3615	

SI040740
NWMAR139080

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 255-62-001			
One	Sleeve, Shaft Upper	9C4320-00-620-4755	
One	Sleeve, Shaft Lower PMP	9C4320-00-620-4754	
One	Bearing Lower	9Z3120-00-620-4753	
One	Key, Impeller 2nd Stage	9Z5315-00-199-3473	
One	O-Ring	9Z5330-00-196-5382	
One	Locknut, Bearing	9Z5310-00-185-6425	
One	Lockwasher	9Z5310-00-226-5978	
One	Liner Throat	9Z5330-00-584-0542	
2	Ring, Case (U. Size)	9C4320-00-678-8502	
One	Ring, Water Seal	9C4320-00-678-8501	
One	Bearing Thrust	9Z3110-00-198-2248	
2	Bearing Ball, FE and BE	9Z3110-00-156-5044	
2	Ring Seal	9Z5330-00-242-1992	
One	Grid	9C3010-00-267-4954	
One FT	Gasket	9Z5330-00-467-3615	
ITEM NO: 255-81-001			
One	Control Contactor	9N5930-00-258-5568	
One	Indicator Light	1H6200-00-336-5868	
One	Lens, Red	9G6210-00-652-2140	
One	Switch, Selector	9N5930-00-375-5424	
ITEM NO: 256-21-001			
One	Gland	9Z5330-00-361-9569	
One FT.	Packing	9Z5330-00-197-9673	
One	Gasket	9Z5330-00-599-4823	
One	Gasket	9Z5330-00-252-3882	
One	Screw	9Z5365-00-599-4769	
One	Gasket	9Z5360-00-249-3455	
One	Spring	9Z5360-00-249-3455	
One PG	Ball	9Z3110-00-100-6158	
2	Ring	9Z5330-00-599-1415	
2	Seal	9Z5330-00-808-7595	
One	Nut	9Z4320-00-571-6395	
One	Liner	9Z3120-00-541-9936	
One AY	Bearing	9Z3120-00-148-7742	
2	Gland	9C4320-00-146-4802	
4 AY	Carbon	1H2825-00-572-0954	

SI040741
NWMAR139081

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 256-21-001 (Cont'd)			
One	Spring	9Z5360-00-343-8376	
One	Spring	9Z5360-00-527-1405	
One	Sleeve	9Z5315-00-531-8502	
One	Bearing	9Z3110-00-555-5226	
One	Retainer Brg.	1H2825-00-349-7778	
One	Bearing	9Z3110-00-902-1641	
One	Spring	9Z5360-00-343-8377	
3	Gasket	9Z5310-00-190-0457	
One	Spring	9Z5360-00-660-1033	
2	Bushing	9Z5330-00-540-3270	
2	Gasket	9Z5330-00-551-1491	
6	Gasket	9Z5330-00-551-4580	
6	Gasket	9Z5330-00-855-0022	
One	Bearing	9Z3110-00-227-4095	
One	Bearing	9Z3110-00-100-5614	
2	Bearing	9Z3110-00-227-2441	
One	Bearing	9Z3110-00-679-4296	
One Pr.	Bearing	9Z3110-00-679-4170	
One	Bearing	9Z3110-00-227-4718	
One	Spring	9Z5360-00-687-3454	
One	O-Ring	9Z5330-00-580-6311	
One	O-Ring	9Z5330-00-359-4252	
3 FT.	Gasket	9Z5330-00-467-3615	
One SE	Gasket	9Z5330-00-924-0547	
One	O-Ring	9Z5330-00-171-8068	
One	Bearing	9Z3110-00-679-4129	
One	Bushing	9Z3120-01-082-8758	
One	Seat	9C4820-01-083-0257	
One	Disc	9C4820-01-082-3443	
One	Spring	9Z5360-00-616-5432	
One	Strainer Element	9C4730-00-116-2978	
ITEM NO: 256-22-001			
One	Gland	9Z5330-00-361-9569	
One FT.	Packing	9Z5330-00-197-9673	
One	Gasket	9Z5330-00-599-4823	
One	Gasket	9Z5330-00-252-3882	
One	Screw	9Z5365-00-599-4769	
One	Gasket	9Z5360-00-249-3455	
One	Spring	9Z5360-00-249-3455	
One PG	Ball	9Z3110-00-100-6158	
2	Ring	9Z5330-00-599-1415	
2	Seal	9Z5330-00-808-7595	
One	Nut	9Z4320-00-571-6395	

SI040742
NWMAR139082

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 256-22-001 (Cont'd)			
One	Liner	9Z3120-00-541-9936	
One AY	Bearing	9Z3120-00-148-7742	
2	Gland	9C4320-00-146-4802	
4 AY	Carbon	1H2825-00-572-0954	
One	Spring	9Z5360-00-343-8376	
One	Spring	9Z5360-00-527-1405	
One	Sleeve	9Z5315-00-531-8502	
One	Bearing	9Z3110-00-555-5226	
One	Retainer Brg.	1H2825-00-349-7778	
One	Bearing	9Z3110-00-902-1641	
One	Spring	9Z5360-00-343-8377	
3	Gasket	9Z53110-00-190-0457	
One	Spring	9Z5360-00-660-1033	
2	Bushing	9Z5330-00-540-3270	
2	Gasket	9Z5330-00-551-1491	
6	Gasket	9Z5330-00-551-4580	
6	Gasket	9Z5330-00-855-0022	
One	Bearing	9Z3110-00-227-4095	
One	Bearing	9Z3110-00-100-5614	
2	Bearing	9Z3110-00-227-2441	
One	Bearing	9Z3110-00-679-4296	
One PR.	Bearing	9Z3110-00-679-4170	
One	Bearing	9Z3110-00-227-4718	
One	Spring	9Z5360-00-687-3454	
One	O-Ring	9Z5330-00-580-6311	
One	O-Ring	9Z5330-00-359-4252	
3 FT.	Gasket	9Z5330-00-467-3615	
One SE	Gasket	9Z5330-00-924-0547	
One	O-Ring	9Z5330-00-171-8068	
One	Bearing	9Z3110-00-679-4129	
One	Bushing	9Z3120-01-082-8758	
One	Seat	9C4820-01-083-0257	
One	Disc	9C4820-01-082-3443	
One	Spring	9Z5360-00-616-5432	
One	Strainer Element	9C4730-00-116-2978	
ITEM NO: 261-21-002			
One	Repair, Module	1H4320-00-123-3594	
One	Gridmember	9C3010-00-267-4951	
2	Seal	9Z5330-00-297-5643	

SI040743
NWMAR139083

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 261-22-002			
One	Repair, Module	1H4320-00-123-3594	
One	Gridmember	9C3010-00-267-4951	
2	Seal	9Z5330-00-297-5643	
ITEM NO: 261-80-001			
One	Strainer Fuel Oil Duplex, 3 Inch Dwg. No. 803-5001048	2S-2910-LL-HAL-0789	
ITEM NO: 262-31-001			
One	Rotor Housing	1H4320-00-630-1488	
2	Oil Balance Tube	9C4320-00-626-3512	
2	Housing (Idler Balance)	9C4320-00-630-1490	
One	Power Rotor	1H4320-00-630-1486	
2	Idler Rotor	2H4320-00-626-3511	
One	Bearing	9Z3120-00-585-3744	
One	Thrust Collar	9Z5310-00-281-2468	
One	Thrust Collar	9Z5330-00-227-1933	
One	Bearing Bushing	9Z3120-00-394-6122	
One	Ball Bearing	9Z3110-00-156-5328	
One	Ball Bearing	9Z3110-00-554-3671	
One	Ball Bearing	9Z3110-00-155-6403	
One	Ball Bearing	9Z3110-00-555-5570	
One	Ball Bearing	9Z3110-00-554-3248	
ITEM NO: 262-32-001			
One	Rotor Housing	1H4320-00-630-1488	
2	Oil Balance Tube	9C4320-00-626-3512	
2	Housing (Idler Balance)	9C4320-00-630-1490	
One	Power Rotor	1H4320-00-630-1486	
2	Idler Rotor	2H4320-00-626-3511	
One	Bearing	9Z3120-00-585-3744	
One	Thrust Collar	9Z5310-00-281-2468	
One	Thrust Collar	9Z5330-00-227-1933	
One	Bearing Bushing	9Z3120-00-394-6122	
One	Ball Bearing	9Z3110-00-156-5328	
One	Ball Bearing	9Z3110-00-554-3671	
One	Ball Bearing	9Z3110-00-155-6403	
One	Ball Bearing	9Z3110-00-555-5570	
One	Ball Bearing	9Z3110-00-554-3248	

SI040744
NWMAR139084

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 262-41-001			
One	Rotor, Pump Power	1H4320-00-659-6584	
2	Rotor, Pump Idler	1H4320-00-626-3511	
One	Bearing	9Z3120-00-555-4571	
One	Rotor Housing	1H4320-00-659-6585	
2	Tube, Oil	9C4320-00-626-3512	
One	Valve	9C4820-00-600-7168	
One	Thrust Collar	9Z5310-00-281-2468	
One	Thrust Washer	9Z3120-00-662-1984	
One	Thrust Collar	9Z5330-00-227-1933	
4	Shim	9Z5365-00-597-5153	
One	Bearing, Thrust	9Z3110-00-554-3899	
One	Bearing, Radial	9Z3110-00-516-5490	
One	Bearing, Radial	1H3110-00-340-3311	
One	Bearing, Thrust	1H2010-00-399-3450	
One	Thrust Plate	9Z3120-00-388-1016	
One	Thrust Washer	9Z3120-00-394-8052	
One	Seal, Oil	1H2010-00-097-1674	
One	Bearing, Thrust	9Z3110-00-156-6847	
One	Bearing, Radial	9Z3110-00-155-6693	
3	Shim, Pump	9Z5365-00-385-9501	
One	Shaft, Pump	1H2825-00-388-0944	
One	Pump Gear Set	9C3020-00-753-2232	
4	Bushing	9Z3120-00-294-1084	
4	Carbon Packing Assy.	9Z5330-00-125-7117	
One	Spool	1H2825-00-383-6345	
One	Valve Stem	1H2825-00-125-7125	
One	Ring, Packing Box	9Z5330-00-212-6432	
One	Spindle	1H2825-00-175-7725	
One	Governor Valve Assy.	1H2825-00-125-7126	
One	Nozzle Assy.	1H2825-00-019-0654	
One	Bushing	9Z3120-00-293-6180	
One	Spring	9Z5360-00-527-1499	
One	Bearing, Ball	9Z3110-00-101-0935	
One	Stem Gov.	1H2825-00-385-9406	
One	Stem Gov.	1H2825-00-385-9405	
One	Spring	9Z5360-00-446-4889	
One	Cartridge, Unit	9C4330-00-399-3355	

SI040745
NWMAR139085

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 262-42-001			
One	Rotor, Pump Power	1H4320-00-659-6584	
2	Rotor, Pump Idler	1H4320-00-626-3511	
One	Bearing	9Z3120-00-555-4571	
One	Rotor Housing	1H4320-00-659-6585	
2	Tube, Oil	9C4320-00-626-3512	
One	Valve	9C4820-00-600-7168	
One	Thrust Collar	9Z5310-00-281-2468	
One	Thrust Washer	9Z3120-00-662-1984	
One	Thrust Collar	9Z5330-00-227-1933	
4	Shim	9Z5365-00-597-5153	
One	Bearing, Thrust	9Z3110-00-554-3899	
One	Bearing, Radial	9Z3110-00-516-5490	
One	Bearing, Radial	1H3110-00-340-3311	
One	Bearing, Thrust	1H2010-00-399-3450	
One	Thrust Plate	9Z3120-00-388-1016	
One	Thrust Washer	9Z3120-00-394-8052	
One	Seal, Oil	1H2010-00-097-1674	
One	Bearing, Thrust	9Z3110-00-156-6847	
One	Bearing, Radial	9Z3110-00-155-6693	
3	Shim, Pump	9Z5365-00-385-9501	
One	Shaft, Pump	1H2825-00-388-0944	
One	Pump Gear Set	9C3020-00-753-2232	
4	Bushing	9Z3120-00-294-1084	
4	Carbon Packing Assy.	9Z5330-00-125-7117	
One	Spool	1H2825-00-383-6345	
One	Valve Stem	1H2825-00-125-7125	
One	Ring, Packing Box	9Z5330-00-212-6432	
One	Spindle	1H2825-00-175-7725	
One	Governor Valve Assy.	1H2825-00-125-7126	
One	Nozzle Assy.	1H2825-00-019-0654	
One	Bushing	9Z3120-00-293-6180	
One	Spring	9Z5360-00-527-1499	
One	Bearing, Ball	9Z3110-00-101-0935	
One	Stem Gov.	1H2825-00-385-9406	
One	Stem Gov.	1H2825-00-385-9405	
One	Spring	9Z5360-00-446-4889	
One	Cartridge, Unit	9C4330-00-399-3355	

SI040746
NWMAR139086

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 264-31-001			
One	Cap, Bowl Protecting	9Z5340-00-218-5907	
One	Spacer, Sleeve	9Z5365-00-379-1727	
2	Ball Bearing	9Z3110-00-554-3326	
One	Belt	9C3030-00-270-8356	
One	Spring, Idler	9Z5330-00-344-0724	
One	Collar and Shaft Assy	9C4330-00-391-6009	
One	Washer	9Z5310-00-141-1795	
One	Spindler Idler	9C4330-00-469-1086	
One	Filler, Idler	7H4420-00-469-1085	
One	Spacer, Idler	9Z5365-00-813-3678	
2	Ball, Bearing	1H3110-00-991-0896	
One	Cap Idler Pulley	9C4330-00-586-5898	
2	Locknut, Idler Pulley	9Z5330-00-599-5696	
2	Pulley, Idler	9C3020-00-876-5974	
One	Ring, Bearing Seal	9Z5330-00-196-5385	
One	Coupling, Flexible	9C3010-00-600-6789	
One	Bearing Pulley Cap Assy	9C4330-00-473-0043	
One	Filter Bearing Oil	1H4420-00-469-1080	
One	Clutch, Male	9E3010-00-517-3931	
One	Clutch, Female	9C3010-00-600-6788	
One	Pulley, Bearing	9C4330-00-218-5937	
One	Nut Bearing Sleeve	9Z5310-00-208-3359	
One	Spacer, Sleeve	9Z5365-00-294-0535	
2	Ball Bearing	1H3110-00-991-0901	
One	Bearing Sleeve	9C4330-00-368-5782	
One	Bowl Assembly	7H4330-00-218-5956	
3	Spring, Three Wing	9C4330-00-678-4828	
One	Band Assmbly	9C4330-00-469-1100	
2	Spring, Brake	9Z5360-00-573-8513	
One	Seal, Brake	9Z5330-00-809-2874	
One	Sleeve, Bowl Boss	9C4330-00-028-3911	
One	Bushing, Assy Drag	9C4330-00-895-0461	
One	Nozzle, Feed	9C4330-00-218-5957	
One	Spring, Drag	9Z5360-00-292-4140	
One	Insert Pump Coupling	9C3010-00-528-0812	
One	Screen, Strainer	9C4330-00-473-0043	
One	Seal, Rotary	9C4330-00-218-5965	
One	Ball, Bearing	9Z3110-00-713-3262	
2	Stem, Relief Valve	9C4320-00-422-5627	
2	Spring, Relief Valve	9Z5360-00-292-4139	

SI040747
NWMAR139087

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 311-11-001			
One	Packing Ring	1H2825-00-343-8234	
12	Spring	9Z5360-00-526-9821	
One	Packing Ring	1H2825-00-865-8493	
One	Packing Ring	1H2825-00-343-8316	
One	Packing Ring	1H2825-00-343-8313	
4	Spring	9Z5360-00-360-1172	
4	Spring	9Z5360-00-006-2503	
One	Bushing	9Z3120-00-661-4017	
One	Bushing	9Z3120-00-661-4018	
One	Spring	9Z5360-00-527-1316	
One	Spring	9Z3120-00-618-9240	
4	Bushing	9Z3120-00-618-9240	
One	Ball Bearing	9Z3110-00-159-9195	
One	Sleeve	9Z3120-00-812-2764	
4	Seal	9Z5330-00-178-3673	
One	Spring	9Z5360-00-316-4138	
One	Spring	9Z5360-00-316-4137	
One	Spring	9Z5360-00-527-0532	
2	Bearing	9Z3120-00-097-6406	
One	Spring	9Z5360-00-527-0530	
One	Ball Bearing	9Z3110-00-144-8603	
One	Spring Seat	9Z5360-00-872-7955	
One	Retaining Ring	9Z5365-00-576-2458	
One	Spring	9Z5360-00-317-4171	
One	Bellows	1H2825-00-317-3592	
One	Spring	9Z5360-00-616-5924	
One	Spring Seat	1H2825-00-091-5202	
2	Ball Bearing	9Z3110-00-144-8869	
One	Spring	9Z5360-00-317-3585	

ITEM NO: 311-13-001			
One	Packing Ring	1H2825-00-343-8234	
12	Spring	9Z5360-00-526-9821	
One	Packing Ring	1H2825-00-865-8493	
One	Packing Ring	1H2825-00-343-8316	
One	Packing Ring	1H2825-00-343-8313	
4	Spring	9Z5360-00-360-1172	
4	Spring	9Z5360-00-006-2503	
One	Bushing	9Z3120-00-661-4017	
One	Bushing	9Z3120-00-661-4018	
One	Spring	9Z5360-00-527-1316	
One	Spring	9Z3120-00-618-9240	
4	Bushing	9Z3120-00-618-9240	

SI040748
NWMAR139088

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 311-13-001 (Cont'd)			
One	Ball Bearing	9Z3110-00-159-9195	
One	Sleeve	9Z3120-00-812-2764	
4	Seal	9Z5330-00-178-3673	
One	Spring	9Z5360-00-316-4138	
One	Spring	9Z5360-00-316-4137	
One	Spring	9Z5360-00-527-0532	
2	Bearing	9Z3120-00-097-6406	
One	Spring	9Z5360-00-527-0530	
One	Ball Bearing	9Z3110-00-144-8603	
One	Spring Seat	9Z5360-00-872-7955	
One	Retaining Ring	9Z5365-00-576-2458	
One	Spring	9Z5360-00-317-4171	
One	Bellows	1H2825-00-317-3592	
One	Spring	9Z5360-00-616-5924	
One	Spring Seat	1H2825-00-091-5202	
2	Ball Bearing	9Z3110-00-144-8869	
One	Spring	9Z5360-00-317-3585	
ITEM NO: 312-12-001			
One	Spacer	9Z3120-00-661-9407	
One	Bearing	9Z3110-00-227-3264	
One	Spring	9Z5360-00-886-1776	
One	Spring	9Z5360-00-788-1300	
One	Spring	9Z5360-00-597-6925	
One	Spring	9Z5360-00-834-5328	
One	Gear	9C3020-00-517-0644	
One	Motor	9C3010-00-894-9312	
One	Bushing	9C3990-00-036-5900	
One	Bearing Sleeve	9Z3120-00-792-9834	
One	Spring	9C2910-00-209-8441	
ITEM NO: 331-80-001			
21	Floodlight Overhead	9G-6230-01-026-4439	
21	Lamp 150W Par 38	9G-6240-00-557-7471	
ITEM NO: 342-21-001			
One	Impeller Washer	9Z3120-00-516-6293	
One	Impeller Nut	9Z5310-00-141-1763	
One	Lantern Ring	9C4320-00-544-6709	
One	Shaft Sleeve	1H4320-00-393-3513	
One	Water Slinger	1H4320-00-218-3663	
One	Packing Box Bushing	9Z3120-00-540-3271	
One	Shell Wearing Ring	9C4320-00-541-4810	

SI040749
NWMAR139089

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 342-21-002			
One	Inner Ball Bearing	9Z3110-00-293-9163	
One	Snap Ring	9Z5365-00-263-5866	
One	Idler and Bushing	9C3020-00-678-2806	
One	Seal, Assy	9C4320-00-678-3661	
One	Snap Ring	9Z5365-00-598-0855	
One	Outer Ball Bearing	9Z3110-00-554-3370	
One	Gridmember	9C3010-00-267-4958	
2	Seals	9Z5330-00-242-1991	
ITEM NO: 342-22-001			
One	Impeller Washer	9Z3120-00-516-6293	
One	Impeller Nut	9Z5310-00-141-1763	
One	Lantern Ring	9C4320-00-544-6709	
One	Shaft Sleeve	1H4320-00-393-3513	
One	Water Slinger	1H4320-00-218-3663	
One	Packing Box Bushing	9Z3120-00-540-3271	
One	Shell Wearing Ring	9C4320-00-541-4810	
ITEM NO: 342-22-002			
One	Inner Ball Bearing	9Z3110-00-293-9163	
One	Snap Ring	9Z5365-00-263-5866	
One	Idler and Bushing	9C3020-00-678-2806	
One	Seal, Assy	9C4320-00-678-3661	
One	Snap Ring	9Z5365-00-598-0855	
One	Outer Ball Bearing	9Z3110-00-554-3370	
One	Gridmember	9C3010-00-267-4958	
2	Seals	9Z5330-00-242-1991	
ITEM NO: 422-11-001			
One	Masthead Light Sym 172.1 Consisting of:		
One	Light Nav I.	9G6220-00-731-9197	
One	Lens Glear Fresnel	1H6210-01-067-0630	
One	Shield	9G6220-00-731-9164	
One	Lamp Incandescent	9G6240-00-577-8455	
One	Side Light Port Sym 182.1 Consisting of:		
One	Light Nav I	9G6220-00-731-9197	
One	Lens Red Fresnel	1H6210-01-067-0629	
One	Shield	9G6220-00-731-9195	
One	Lamp Incandescent	9G6240-00-577-8455	

SI040750
NWMAR139090

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 422-11-001 (Cont'd)			
One	Side Light Stbd Sym 183.1		
	Consisting of:		
One	Light Nav I	9G6220-00-731-9197	
One	Lens Green Fresnel	1H6210-01-067-0631	
One	Shield	9G6220-00-731-9198	
One	Lamp Incandescent	9G6240-00-577-8455	
One	Stern Light White Sym. 196.1		
One	Light Nav I	9G6220-00-731-9197	
One	Lens Clear Fresnel	1H6210-01-067-0630	
One	Shield	9G6220-00-731-9196	
One	Lamp Incadenscent	9G6240-00-577-8455	
One	Stern Light Blue Sym 197.1		
	Consisting of:		
One	Light Nav I	9G6220-00-731-9197	
One	Shield	9G6220-00-731-9196	
One	Lamp Incandescent	9G6240-00-577-8455	
ITEM NO: 424-11-001			
One	Transducer	2F5845-00-883-8897	
ITEM NO: 426-11-001			
2	Gyro Meridian	7H6605-00-949-5591	
2	Gyro Slave	1H6605-00-949-5592	
ITEM NO: 426-23-001			
4	TPA Amplifier Servo	1H6605-00-63-1100	
One	Frequency Meter 100-1000CPS M141	7H6625-00-481-3890	
ITEM NO: 442-11-002			
One	TR-232/WQC-2 Transducer	2F-5845-00-935-4955	
One	TR-233/WQC-2 Transducer	2F-5845-00-869-3949	

SI040751
NWMAR139091

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 443-11-001			
One Set	Diaphragm 3 leaves per set	9G6350-00-389-4579	
One	Valve Seat	9G6350-00-389-4589	
One	Main Valve Spring	9Z5360-00-300-6130	
One	Spring Lower Seat	9G6350-00-039-5675	
One	Lever Spring	9Z5360-00-740-6825	
ITEM NO: 445-11-001			
2	Speed Conversion Mod Kit	6Y5815-00-981-3252	
ITEM NO: 451-10-001			
One	AS-936B/SPS-10 Antenna	5985-00-617-8288	
ITEM NO: 452-29-001			
	AS-943/SPS-29 Antenna	2F5895-00-679-4608	
	AS-2188/U IFF Antenna	5985-00-168-8915	
ITEM NO: 452-29-002			
One	Washer Imp.	9Z3120-00-753-2825	
One	Lantern Ring	9C4320-00-625-3849	
One	Shaft Sleeve	9C4320-00-393-3486	
One	Water Slinger	9C4320-00-119-3368	
One	Packing Box Bushing	9Z5330-00-584-1794	
One	Casing Wear Ring U.S.	9C4320-00-580-9197	
One	Imp. Wear Ring O.S.	9C4320-00-580-9198	
2	Ball Bearing FE-BE	9Z3110-00-155-6266	
ITEM NO: 455-11-003			
6	AS-177B/UPX Antennas	7G-5985-00-470-5364	

SI040752
NWMAR139092

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 460-23-003			
One	Flinger	1HM4320-00-218-3663	
One	Sleeve	1HM4320-00-393-3513	
One	1¾ Sq. X 1 5/8 O.D. Rings	9Z5330-00-038-2922	
One	Lantern Ring	9C4320-00-146-4634	
One	Throat Bushing	9Z3120-00-294-0855	
One	Spacer	9Z5310-00-264-0723	
One	Lock Nut	9Z5310-00-141-1763	
One	Gasket	9Z5330-00-585-9502	
One	Wearing Ring	9Z4320-00-595-1136	
One	Ball Bearing F.E.	9C3110-00-144-8642	
One	Ball Bearing B.E.	9Z3110-00-931-8639	
ITEM NO: 460-23-005			
One	Flow Meter	1SH0000-LL-CG2-1775	
One	Flow Regulator	9C4820-00-756-7558	
ITEM NO: 481-68-001			
One	Level Sector Gear	1H3020-00-989-4755	
One	Level Pinion Gear	1H3020-00-437-3654	
One	Level Pinion Gear	1H3040-00-453-9872	
One	Servo Motro	9G-6105-00-148-5701	
One	Syncro	7H-5990-00-538-1237	
ITEM NO: 481-68-002			
One	MK 47 Mod 8 Computer		
ITEM NO: 481-68-003			
One	Gun Director MK 68		
One	Slip Ring Assembly		
One	Range Finder		
One	Radar Antenna Mount		
One	Control Panel MK 146		
One	Amplifier MK 76		
One	Amplidyne, Cross level		
One	Amplidyne, Train		
One	Amplidyne, Elevation		
One	Control Boix, Serch Programmer		

SI040753
NWMAR139093

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 481-68-003 (Cont'd)			
One	Telescope MK 100		
One	Housing and Arm Subassembly, D.O.'s Sight		
One	Reflector Radar, AT-276/SPG	4N1285-00-603-1865	
One	Radar Scanner, AS 515A/SPG	2J1285-00-593-6976	
One	Feed Horn,	1H5840-00-967-5526	
ITEM NO: 482-01-001			
2	ORDALT Kit 7911	4N1285-00-248-7163	
ITEM NO:482-01-002			
2	ORDALT Kit 8150	4N1280-00-316-3279	
ITEM NO: 482-01-003			
2	ORDALT Kit 8175	4N1285-00-248-7164	
ITEM NO: 482-01-004			
2	ORDALT Kit 8330	4N1285-00-258-9064	
ITEM NO: 482-01-005			
2	ORDALT Kit 8374	4N1285-00-279-8731	
ITEM NO: 482-01-006			
2	ORDALT Kit 8540	4N1285-01-004-7175	
ITEM NO: 482-01-007			
One	ORDALT Kit 9046	4N1290-01-062-8584	

SI040754
NWMAR139094

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 482-01-008			
One	ORDALT Kit 8952	4N1285-01-050-1367	
ITEM NO: 482-01-009			
2	ORDALT Kit 8817	4N1285-01-032-9276	
2	ORDALT Kit 8818	4N1285-01-032-9277	
2	ORDALT Kit 8831	4N1285-01-062-4337	
2	ORDALT Kit 9019	4N1285-01-062-4336	
ITEM NO: 482-01-010			
2	ORDALT Kit 8695	4N1285-01-062-4339	
2	ORDALT Kit 8868	4N1285-01-062-4338	
ITEM NO: 482-01-011			
One	ORDALT Kit 9330	None	
ITEM NO: 482-01-012			
2	ORDALT Kit 9132	4N1285-LL-HDF-G014	
ITEM NO: 482-01-013			
2	ORDALT Kit 9174	4N1285-01-050-1368	
ITEM NO: 482-01-014			
2	ORDALT Kit 8246	4N1285-LL-L99-3921	
ITEM NO: 482-01-015			
2	ORDALT Kit 8042	1285-01-031-8522	
ITEM NO: 482-01-016			
One	ORDALT Kit 8254	None	

SI040755
NWMAR139095

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 482-01-017			
One	ORDALT Kit 9211	4N1285-01-062-8587	
ITEM NO: 482-01-018			
One	ORDALT Kit 9219	4N1290-LL-HDF-J619	
ITEM NO: 482-74-002			
One	Sector Gear	1H-3020-00-229-9514	
ITEM NO: 516-11-001			
One	Gasket	5330-00-647-1626	
3	Sleeve-UNL	4130-00-393-4910	
4	Pin Pstn	4130-00-264-2992	
8	Ring Pstn	5365-00-530-4934	
8	Ring Pstnq	4130-00-255-9101	
8	Ring Pstn	4130-00-255-9099	
4	Sleeve Cyl	4130-00-393-4905	
18	Pin Shldr Hdls	5315-00-895-1702	
8	Bolt Shldr	5306-00-272-1744	
8	Bearing Shl MF	3120-00-650-8412	
2	Valve Plate Assy	4130-00-391-8837	
2	Plate Valve	4130-00-369-3745	
4	Disk Valve Suct	4130-00-393-4901	
24	Spring Hlcps	5360-00-200-4445	
8	Clip Spr Insn	5340-00-369-3747	
4	Guide Assy Dschg Vl	4130-00-393-4900	
4	Guide Val Dschg	4130-00-391-8813	
4	Disk Vl Dschg	3655-00-690-2284	
4	Plate Lk Vl	4130-00-671-6939	
24	Spring Hlcps	5360-00-291-5066	
4	Pin Str Hdls	5315-00-816-4794	
2	Gasket Vl Pl	5330-00-369-2434	
2	Gasket Hd	5330-00-369-2435	
12	Washer Vl Gd Lk	5310-00-282-0484	
3	Fork UNL	4130-00-300-1256	
3	Bracket UNL Cyl	4130-00-349-4298	
3	Gasket Cyl BTM	5330-00-391-8816	
3	Gasket Cyl Top	5330-00-977-8573	
3	Cylinder UNL	4130-00-349-4299	
One	Gasket - Otr SE	5330-00-297-7364	

SI040756
NWMAR139096

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 516-11-001 (Cont'd)			
One	Gasket - Inner SE	5330-00-687-8559	
2	Gasket CPSCR 5-16	5330-00-375-6989	
One	Gasket Cvr	5330-00-878-0709	
2	Gaskets B Stp Cvr	5330-00-965-9901	
One	Spring - Inner	5360-00-205-4443	
One	Spring - Otr	5360-00-200-4651	
4	Gasket	5330-00-375-6986	
One	Bearing	3120-00-339-3440	
One	Gasket - Op Cvr	5330-00-290-9060	
One	Pump Assy - Oil	4130-00-625-4959	
One	Bearing - Slv	3120-00-662-2391	
5	Gasket	5330-00-641-4167	
One	Spring - Op Relf Vl	5360-00-201-1684	
3	Gasket - UNL Brkt	5330-00-349-4293	
2	Gasket - Chk Vl	5330-00-325-3177	
One	Gasket - HH Cvr	5330-00-099-9344	
One	Gasket	5330-00-369-2436	
One	Gasket - Pmp End Brg Hd	5330-00-369-2437	
One	Gasket - O Fltr Scrn	5330-00-391-8768	
2	Gasket - Sov	5330-00-599-4291	
One	Gasket - End Cvr	5330-00-641-2826	
One	Washer - Brg	3120-00-661-3326	
One	Washer - Thr	3120-00-661-3323	
2	Spring-Snap Actn	5360-00-205-4444	
8	Gasket - ½ ID	5330-00-375-6987	
One	Gasket - Vl St	5330-00-349-4293	
One	Piston	4130-00-765-9032	
One	Spring	5360-00-200-4635	
One	Retainer	4130-00-980-5035	
2	Strainer	4130-00-698-8600	
One	Rotor	4130-00-393-4856	
One	Pin	5315-00-687-8572	
One	Pin	5315-00-726-9614	

ITEM NO: 521-21-002			
One	Modification Kit	644210-01-111-8920	
4	Class B repaired No. 1, 3, 5 and 6 Fire Pumps and Motors with installation of NAVSEA SHIPALT DDG2-683D	None	

SI040757
NWMAR139097

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 521-21-003			
One	Modification Kit	644210-01-111-8920	
2	Class B repaired No. 2 and 4 Fire Pumps and Turbine Ends with installation of NAVSEA SHIPALT DDG2-683D	None	
ITEM NO: 522-11-004			
2	½ O.D. Tube Size Wire Reinforced Rubber Hose	1H4720-00-724-9559	
ITEM NO: 524-11-001			
One	Splasher Ring	9C4320-00-119-3368	
One	Sleeve	9C4320-00-393-3486	
One	Lantern Ring	9C4320-00-218-3137	
One	Throat Bushing	9Z5310-00-639-6244	
One	Impeller Locknut	9Z5310-00-141-1768	
One	Suction Plate Wearing Ring	9S4320-00-595-2779	
One	Casing Wearing Ring	9C4320-00-289-3667	
One	Impeller Wearing Ring	9C4320-00-993-7374	
One	Impeller Wearing Ring	9C4320-00-288-8293	
ITEM NO: 529-11-004			
One	Check Swing Un Brz	9C4820-00-483-0682	
ITEM NO: 529-21-001			
2	Throat Bushing	9Z3120-00-516-7187	
2	Ring	9C4320-00-131-2990	
8	Ring	9C4320-00-131-7057	
4	Ring	9C4320-00-132-3022	

SI040758
NWMAR139098

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 529-21-001 (Cont'd)			
One	Bushing	9C4320-00-339-3723	
2	Lining	9Z3120-00-516-0278	
2	Gaskets	9Z5330-00-199-0014	
2	Gaskets	9Z5330-00-246-9926	
One	Bushing	9Z3120-00-288-2430	
2	Bushing	9Z3120-00-339-2697	
One	Bushing	9Z3120-00-661-7822	
2	Bushing	9Z3120-00-288-4471	
2	Bushing	9Z3120-00-288-1741	
4	Valve	9C3210-00-218-4395	
2	Seat (Suct)	9C4320-00-035-7597	
2	Seat (Disc)	9C4320-00-218-4398	
2	Stem (Disc)	9C4320-00-338-2991	
2	Spring	9Z5360-00-300-6107	
2	Spring	9Z5360-00-300-6106	
2	Bushing	9C4730-00-203-1050	
ITEM NO: 531-11-001			
2 DR	Scale Removing Compound	9Q6850-00-637-6142	
2 BG	Soda Ash	9Q6810-00-233-1715	
ITEM NO: 531-11-002			
One EA	Casing Wearing Ring (Undersize)	9C3420-00-398-9459	
One EA	Casing Wearing Ring (Undersize)	9Z5365-00-398-9458	
One EA	Shaft Sleeve	9C4320-00-218-4451	
One EA	Sleeve Bearing (Throat Liner)	9Z5310-00-420-7251	
One EA	Nut, Impeller	9C4320-00-394-6388	
One EA	Dirt Liquid Deflector (Slinger)	9C4320-00-555-2007	
One EA	Water Seal Ring	9C4320-00-369-0056	
One EA	Ball Bearing	9Z3110-00-144-8642	
One EA	Ball Bearing	9Z3110-00-931-8639	

SI040759
NWMAR139099

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 531-11-003			
2 EA	Impeller Wearing Ring (Oversize)	9C4320-00-308-7174	
One EA	Casing Wearing Ring (Undersize)	9C4320-00-289-5965	
One Ea	Casing Wearing Ring (Undersize)	9C4320-00-289-4442	
One EA	Shaft Sleeve	9Z3120-00-308-7176	
One EA	Sleeve Bushing (Throat Liner)	9Z5310-00-612-7541	
One EA	Lantern Ring (Water Seal Ring)	9C4320-00-612-7540	
One EA	Impeller Nut	9C4320-00-612-7542	
2 EA	Ball Bearing	9Z3110-00-155-6266	
ITEM NO: 531-11-004			
2 EA	Casing Wearing Ring (Undersize)	9C4320-00-289-4443	
One EA	Shaft Sleeve	9Z3120-00-308-7177	
One EA	Water Seal Ring (Lantern Ring)	9C4320-00-612-7538	
One EA	Sleeve Bushing (Throat Liner)	9Z5310-00-612-7539	
One EA	Impeller Nut (L.H.Thread)	9Z5310-00-579-5648	
One EA	Dirt and Liquid Deflector (Slinger)	9C4320-00-218-4300	
One EA	Ball Bearing	9Z3110-00-144-8642	
One. EA	Ball Bearing	9Z3110-00-931-8639	
ITEM NO: 531-11-005			
One Ea	Impeller Wearing Ring (Oversize)	9C4320-00-580-9198	
One Ea	Casing Wearing Ring (Undersize)	9C4320-00-580-9197	
One Ea	Shaft Sleeve	9C4320-00-393-3486	
One Ea	Lantern Ring (Water Seal Ring)	9C4320-00-625-3849	
One Ea	Dirt and Liquid Deflector (Slinger)	9C4320-00-119-3368	
One Ea	Impeller Washer	9Z3120-00-753-2825	
One Ea	Impeller Nut	9Z5310-00-440-3594	
One Ea	Packing Box Bushing	9Z5330-00-584-1794	
2 Ea	Ball Bearing	9Z3110-00-155-6266	

SI040760
NWMAR139100

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 531-11-006			
42 Lengths (10 foot-6 inches)	Metallic Tube	9C4710-00-278-8489	
ITEM NO: 531-11-007			
27 (4-20 foot lengths)	Metallic Tube	9C4710-00-278-8487	
ITEM NO: 531-11-008			
33 (5-20 foot lengths)	Metallic Tube	9C4710-00-278-8487	
ITEM NO: 531-11-009			
One AY	Steam Strainer Assembly	9C4320-00-097-1713	
One EA	1st Stage Nozzle	9C4320-00-591-2742	
One EA	2nd Stage Nozzle	9C4320-00-591-2743	
ITEM NO: 531-11-010			
One AY	Float and Arm Assembly	9C4620-00-389-7098	
One EA	Valve Bottom Seat	1H4410-00-334-3918	
One EA	Valve Top Seat Ring	9C4620-00-389-7097	
One AY	Float and Arm	9C4620-00-389-7096	
ITEM NO:531-11-011			
One Ea	Spring	9Z5360-00-318-7373	
One Ea	Spring	9Z5360-00-298-6184	
One Ea	Spring	9Z5360-00-291-2503	
One Ea	Solenoid Coil	9N5950-00-646-1152	
2 Ea	Switch Sensitive	9N5930-00-265-6272	
One Ea	Lower Valve Seat	9C4820-00-097-1621	
One Ea	Upper Valve Seat	9C4820-00-097-1620	
One Ea	Stem and Disc	9C4820-00-097-1619	

SI040761
NWMAR139101

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 531-11-012			
360 Ea (125-198 inch lengths)	Metallic Tube	9C4710-00-278-8486	
4 Ea	Sight Glass 6 inch O.D.	9G9340-00-292-3750	
One Ea	Fresh Water Meter	9G6680-00-174-6135	
ITEM NO: 531-12-001			
2 DR	Scale Removing Compound	9Q6850-00-637-6142	
2 BG	Soda Ash	9Q6810-00-233-1715	
ITEM NO: 531-12-002			
One EA	Casing Wearing Ring (Undersize)	9C3420-00-398-9459	
One EA	Casing Wearing Ring (Undersize)	9Z5365-00-398-9458	
One EA	Shaft Sleeve	9C4320-00-218-4451	
One EA	Sleeve Bearing (Throat Liner)	9Z5310-00-420-7251	
One EA	Nut, Impeller	9C4320-00-394-6388	
One EA	Dirt Liquid Deflector (Slinger)	9C4320-00-555-2007	
One EA	Water Seal Ring	9C4320-00-369-0056	
One EA	Ball Bearing	9Z3110-00-144-8642	
One EA	Ball Bearing	9Z3110-00-931-8639	
ITEM NO: 531-12-003			
2 EA	Impeller Wearing Ring (Oversize)	9C4320-00-308-7174	
One EA	Casing Wearing Ring (Undersize)	9C4320-00-289-5965	
One Ea	Casing Wearing Ring (Undersize)	9C4320-00-289-4442	
One EA	Shaft Sleeve	9Z3120-00-308-7176	
One EA	Sleeve Bushing (Throat Liner)	9Z5310-00-612-7541	
One EA	Lantern Ring (Water Seal Ring)	9C4320-00-612-7540	
One EA	Impeller Nut	9C4320-00-612-7542	
2 EA	Ball Bearing	9Z3110-00-155-6266	

SI040762
NWMAR139102

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 531-12-004			
2 EA	Casing Wearing Ring (Undersize)	9C4320-00-289-4443	
One EA	Shaft Sleeve	9Z3120-00-308-7177	
One EA	Water Seal Ring (Lantern Ring)	9C4320-00-612-7538	
One EA	Sleeve Bushing (Throat Liner)	9Z5310-00-612-7539	
One EA	Impeller Nut (L.H.Thread)	9Z5310-00-579-5648	
One EA	Dirt and Liquid Deflector (Slinger)	9C4320-00-218-4300	
One EA	Ball Bearing	9Z3110-00-144-8642	
One EA	Ball Bearing	9Z3110-00-931-8639	
ITEM NO: 531-12-005			
One Ea	Impeller Wearing Ring (Oversize)	9C4320-00-580-9198	
One Ea	Casing Wearing Ring (Undersize)	9C4320-00-580-9197	
One Ea	Shaft Sleeve	9C4320-00-393-3486	
One Ea	Lantern Ring (Water Seal Ring)	9C4320-00-625-3849	
One Ea	Dirt and Liquid Deflector (Slinger)	9C4320-00-119-3368	
One Ea	Impeller Washer	9Z3120-00-753-2825	
One Ea	Impeller Nut	9Z5310-00-440-3594	
One Ea	Packing Box Bushing	9Z5330-00-584-1794	
2 Ea	Ball Bearing	9Z3110-00-155-6266	
ITEM NO: 531-12-006			
42 Lengths (10 foot-6 inches)	Metallic Tube	9C4710-00-278-8489	
ITEM NO: 531-12-007			
27 (4-20 foot lengths)	Metallic Tube	9C4710-00-278-8487	

SI040763
NWMAR139103

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 531-12-008			
33 (5-20 foot lengths)	Metallic Tube	9C4710-00-278-8487	
ITEM NO: 531-12-009			
One AY	Steam Strainer Assembly	9C4320-00-097-1713	
One EA	1st Stage Nozzle	9C4320-00-591-2742	
One EA	2nd Stage Nozzle	9C4320-00-591-2743	
ITEM NO: 531-12-010			
One AY	Float and Arm Assembly	9C4620-00-389-7098	
One EA	Valve Bottom Seat	1H4410-00-334-3918	
One EA	Valve Top Seat Ring	9C4620-00-389-7097	
One AY	Float and Arm	9C4620-00-389-7096	
ITEM NO: 531-12-011			
One Ea	Spring	9Z5360-00-318-7373	
One Ea	Spring	9Z5360-00-298-6184	
One Ea	Spring	9Z5360-00-291-2503	
One Ea	Solenoid Coil	9N5950-00-646-1152	
2 Ea	Switch Sensitive	9N5930-00-265-6272	
One Ea	Lower Valve Seat	9C4820-00-097-1621	
One Ea	Upper Valve Seat	9C4820-00-097-1620	
One Ea	Stem and Disc	9C4820-00-097-1619	
ITEM NO: 531-12-012			
360 Ea (125-198 inch lengths)	Metallic Tube	9C4710-00-278-8486	
4 Ea	Sight Glass 6 inch O.D.	9G9340-00-292-3750	
One	Fresh Water	9G6680-00-174-6135	

SI040764
NWMAR139104

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 534-71-002			
One	Sleeve, Shaft	9C4320-00-679-7727	
One	Sleeve, Shaft	9C4320-00-679-7721	
2	Wearing Ring	9C4320-00-289-0690	
2	Wearing Ring	9C4320-00-289-0689	
One	Sleeve Bearing	9C4320-00-661-7980	
One	Bushing	9C4320-00-408-9245	
One	Seal	9Z5330-00-154-1457	
One	Bearing, Ball	9Z3110-00-289-6689	
ITEM NO: 534-82-001			
One	Orifice Assembly CRES. Type 304, 150 PSIG, Straight	1H4730-00-216-6146	
ITEM NO: 534-83-001			
One	Orifice Assembly ½ Inch IPS, 150 PSIG, CRES. Type 304, Straight	1H4730-00-216-6146	
ITEM NO: 541-11-002			
One	Thrust Block	9C4320-00-488-8206	
One	Bushing	9C4320-00-471-8340	
2	Collar, Thrust	9C4320-00-471-8341	
2	Shim	9Z5365-00-703-1693	
One	Seal	9Z5330-00-477-8877	
One	Gridmember	9C3010-00-267-4956	
2	Seal	9Z5330-00-297-5465	
ITEM NO: 551-53-001			
One SE	Bearing	9Z3120-00-480-3472	
4	Bushing	9Z3120-00-470-9641	
2	Piston Assy L.P.	9C4310-00-339-0700	
One	Piston Assy H.P.	9C4310-00-339-0699	
One	Bushing	9Z3120-00-470-9642	
2	Bushing	9Z3120-00-470-9643	
6	Ring	9Z5330-00-710-8488	
6	Seal	9Z5330-00-487-5998	
2	Cone and Cup	9Z3110-00-763-0258	

SI040765
NWMAR139105

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 551-53-001 (Cont'd)			
3	Gasket	9Z5330-00-492-3326	
3	Gasket	9Z5330-00-492-3300	
4	Ring L.P.	9C4310-00-482-4465	
3	Ring H.P.	9C4310-00-482-4466	
3	Spring	9Z5360-00-480-3340	
3	Spring	9Z5360-00-480-3343	
3	Spring	9Z5360-00-480-3342	
2	Valve Assy L.P.	9C4820-00-482-4201	
2	Valve Assy L.P.	9C4310-00-339-0681	
2	Valve Assy H.P.	9C4820-01-041-0304	
One	Valve Assy H.P.	9C4310-00-339-0682	
3	Retainer	9Z5330-01-011-1440	
2	Filter	9C4310-00-334-5816	
4	Blade	9C4310-00-482-4194	
4	Spring	9Z5360-00-480-3352	
One	Bushing	9Z3120-00-470-9640	
One	Bushing	9Z3120-00-470-9644	
ITEM NO: 561-11-001			
4	Bearing	9Z3110-00-109-1134	
One	Spring	9Z5360-00-579-9460	
One	Bushing	9Z3120-00-355-2710	
ITEM NO: 582-11-001			
One	Bearing	9Z3110-00-156-8204	
One	Bearing	9Z3110-00-158-7698	
One	Bearing	9Z3110-00-158-7701	
One	Bearing	9Z3110-00-155-6571	
One	Oil Seal	9Z5330-00-753-2309	
One	Oil Seal	9Z5330-00-154-1010	
3	Linning, Brake	9G6110-00-640-3934	
One	Spring	9Z5360-00-663-1025	
One	Coil, Solenoid	1H5950-00-581-8638	
ITEM NO: 593-11-001			
One	Seal Assembly	9Z5330-00-612-2821	
One	Diaphragm	9C4820-00-232-5735	
4	Shims, .031 Thk.	9Z5310-00-571-9709	
4	Shims, .018 Thk.	9Z5310-00-571-9710	
One	Washer, Flat	1H5310-01-074-2099	
One	Nut, Hex Nyloc	1H5310-01-074-1940	

SI040766
NWMAR139106

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 651-11-001			
One	Mixing Machine	1HS0000-LL-CJ8-0682	
ITEM NO: 651-11-002			
One	Dishwashing Machine	1H50000-LL-CJ6-3483	
ITEM NO: 651-11-010			
One	Vegetable Cutting and Slicing Machine	9G7320-00-240-2547	
ITEM NO: 651-11-012			
One	Vegetable Peeler	1H7320-00-195-4598	
ITEM NO: 655-11-002			
One	Washer-Extractor	1H3510-00-003-0294	
ITEM NO: 655-11-003			
One	Tumbler Dryer	2H3510-834-4685	
ITEM NO: 655-11-004			
One	Laundry Press	1H3510-00-224-8207	
ITEM NO: 655-11-005			
2	Laundry Press	1H3510-00-926-3885	
ITEM NO: 711-00-002			
One	ORDALT 8862 Kit	6U1020-01-045-1558	

SI040767
NWMAR139107

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 711-00-003			
One	ORDALT 8865 Kit	6U1020-01-040-2624	
ITEM NO: 711-00-004			
One	ORDALT 8666 Kit	6U1020-01-047-4578	
ITEM NO: 711-00-005			
One	ORDALT 8846 Kit	6U1020-01-060-4844	
ITEM NO: 711-00-006			
One	ORDALT 8857 Kit	6U1020-01-040-2620	
ITEM NO: 711-00-007			
One	ORDALT 8870 Kit	6U1020-01-054-8330	
ITEM NO: 711-00-008			
One	ORDALT 9103 Kit	6U1020-01-097-5402	
ITEM NO: 711-00-009			
One	ORDALT 9346 Kit	6U1020-01-070-2438	
ITEM NO: 711-00-010			
One	ORDALT 9303 Kit	Not Required	
ITEM NO: 721-00-001			
One	ORDALT 9196	4N1440-01-065-5432	

SI040768
NWMAR139108

QUANTITY REQUIRED	NAME OF PART	NATIONAL STOCK NUMBER	EDD
ITEM NO: 721-21-001			
One	Flinger	1HM4320-00-218-3663	
One	Sleeve	9C4320-00-446-1735	
One	1¾ Sq. x 1 5/8 O.D. Rings	9Z5330-00-038-2922	
One	Lantern Ring	9C4320-00-446-1736	
One	Throat Bushing	9Z3120-00-294-0855	
One	Spacer	9Z5310-00-184-8516	
One	Locknut	9Z5310-00-685-7322	
One	Gasket	9Z5330-00-585-9502	
One	Wearing Ring	9Z4320-00-825-3886	
2	Ball bearing	9C3110-00-144-8642	
ITEM NO: 721-21-008			
One	Switch Thermostatic	1HS0000-LL-CE8-7698	
ITEM NO: 750-11-001			
One	Torpedo Tubes MK 32 Mods		
One	MK 44 Dummy	BUWEPS Dwg 148383	
One	MK 46 Dummy Torpedo		

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NWMAR139109

EQUIPMENT LEASE

This lease is made as of the 1st day of February, 1989, between MARINE SALVAGE CO., a partnership (Lessor), and NORTHWEST MARINE IRON WORKS, an Oregon corporation (Lessee).

Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, on the terms and conditions hereinafter set forth, the equipment described in the attached Schedule A (the Equipment).

The terms and conditions of this lease are as follows:

1. TERM. The term of lease shall be for a period of 120 months commencing on March 1, 1989, and ending on February 28, 1999.

2. RENT. On or before the first day of each month during the term of this lease, commencing March 1, 1989, Lessee shall pay to Lessor the sum of $14,475 as rent for the use of the Equipment. The rent is subject to adjustment from time to time if Lessor provides any additional equipment.

3. AS IS; NO WARRANTIES. Lessee has inspected the Equipment and agrees to lease the Equipment AS IS, with any and all defects. Lessor makes no warranty, either express or implied, and Lessor expressly disclaims any warranty of merchantability, fitness or otherwise.

4. OBLIGATIONS OF LESSEE. Lessee shall, during the entire term of this lease, at Lessee's expense where applicable:

(a) Maintenance and Repair. Keep the Equipment in good condition, repair and working order, and furnish all necessary parts and labor required for repair of the Equipment.

(b) Taxes. Pay all taxes and assessments which may be levied or assessed against or in respect of the Equipment, or the possession or use thereof, including but not limited to ad valorem taxes and any tax levied or assessed in lieu of an ad valorem tax, and any sales, use or other tax applicable to this lease or the use of the Equipment by Lessee.

(c) Insurance. At all times keep the Equipment insured for loss by fire, theft or other casualty, with extended coverage endorsement, in an amount equal to the full replacement value thereof, with loss payable to Lessor, and deliver the policy for such insurance to Lessor. The policy shall provide that coverage cannot be cancelled without 30 days' prior written notice to Lessor. Lessee authorizes Lessor to accept payment for any losses paid and hereby appoints Lessor as Lessee's attorney-in-fact to endorse Lessee's name to any check in which Lessee is designated as a copayee. Lessee shall have no claim to any insurance proceeds.

(d) Indemnity. Save and hold Lessor free and harmless from any and all claims, demands, liabilities, losses and expenses of every nature whatsoever, and all costs and attorney's fees associated therewith, which arise out of or in connection with, or are caused by, the possession or use of the Equipment or any part thereof by Lessee, whether or not caused

by the misuse, negligence, wrongful, or unlawful act of Lessee or any other person. The foregoing obligation of Lessee shall include any such loss arising out of damage to or destruction of the Equipment, or any part thereof.

(e) Assignment, Use or Sale. Not assign this lease, sublet the Equipment, allow any other person to use the Equipment, or sell or attempt to sell the Equipment, or any portion thereof, or any interest therein, without the prior written consent of Lessor.

(f) Compliance with Law. Comply with all laws, ordinances and regulations, present or future, relating to the ownership, possession, use or maintenance of the Equipment, or any part thereof, including but not limited to all health, safety and pollution control laws, ordinances, and regulations with respect thereto.

(g) Abuse. Not use or permit the Equipment to be used improperly or beyond its capacity.

(h) Liens. Keep the Equipment and the whole thereof free from all liens, security interests and encumbrances of any and every nature whatsoever and not permit the same to be subject to attachment, execution, or other process.

(i) Alterations. Not make alterations, additions, or improvements to the Equipment without the prior written consent of Lessor.

(j) Return. Upon the expiration of the term of this lease or earlier termination thereof, return the Equipment to

Lessor in good operating condition and in as good condition as when delivered to Lessee, reasonable wear alone excepted.

5. MUTUAL AGREEMENTS. It is mutually agreed as follows:

(a) Abatement. The rent for the Equipment shall not be prorated or abated in whole or in part while the Equipment, or any part thereof, is being serviced or repaired or is otherwise unavailable for use by Lessee.

(b) Risk of Loss. Lessee hereby assumes and shall bear the entire risk of loss or damage to the Equipment, or any part thereof, from any and every cause whatsoever during the term of this lease and until the Equipment shall have been returned to Lessor, excluding only loss covered by insurance furnished by Lessee as herein provided.

(c) Limitation of Liability. Lessor shall not be liable for any damage, loss or expense, including consequential damage, loss of business or profits, which Lessee may sustain or incur by reason of an interruption in or loss of use of the Equipment, or any part thereof, or as the result of defect in the Equipment, irrespective of the cause thereof.

(d) Holdover. If Lessee shall continue to use the Equipment after the expiration of the term of this lease, such use shall be subject to all the terms and conditions hereof, but shall be continued on a month-to-month basis terminable by either party on one month's written notice.

(e) Additions and Improvements. All additions or improvements of any kind made to the Equipment shall belong to

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NWMAR139113

and become the property of Lessor upon the expiration or earlier termination of this lease.

(f) Time of Essence. Time is of the essence of this lease and each and all of its provisions. Acceptance by Lessor of part or late payments, whether of rent or other sums due hereunder, shall not constitute or be construed as a waiver of any provision hereof or of any subsequent defaults by Lessor hereunder.

(g) Default. If Lessor with reasonable cause deems the Equipment in danger of loss, misuse or confiscation, or if Lessee fails to pay any rent due under this lease or to perform any other term or condition hereof, or if Lessor deems itself insecure, or if any of Lessee's assets shall be attached or seized in any proceeding against Lessee, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, Lessee shall be deemed in default hereunder.

(h) Remedies. In the event of default by Lessee hereunder, this lease may be terminated at the option of Lessor, in which event Lessee shall, at Lessee's expense, return the Equipment to Lessor forthwith. Lessor's right to recover damages for Lessee's default shall survive such termination. In addition to all other remedies available at law, Lessor shall have the right, after default, to declare immediately due and payable all rent then unpaid for the full remaining term of this lease. Lessor shall also have the right to enter the real

SI040775
NWMAR139114

property in which the Equipment is located, with or without notice to Lessee, and take possession of the Equipment and all personal property attached thereto without being deemed guilty of trespass or conversion. In the event Lessor takes possession of the Equipment and any personal property attached thereto, Lessor may lease the Equipment, or any part thereof, and such attached personal property, on such terms and for such rents as Lessor shall deem advisable, or Lessor may, at its option, sell the Equipment or any part thereof. Lessee hereby waives any and all claims which Lessee may have or claim to have for any loss or damage suffered by Lessee as the result of Lessor taking the possession of the Equipment and any personal property owned by Lessee which is attached to or commingled with the Equipment. If Lessor shall lease the Equipment after default by Lessee, Lessee shall pay to Lessor, in addition to all other sums due hereunder, the difference between the rent specified in the new lease and the balance of the rent due hereunder for the remainder of the term of this lease. Any such new lease may, at the option of Lessor, be for a different period than the term of this lease. If Lessor shall elect to sell the Equipment, or any part thereof, Lessee shall pay to Lessor the balance of the rent due from Lessee to Lessor hereunder for the remainder of the term of this lease, reduced by the amount of the net proceeds received by Lessor from the sale of the Equipment. Lessee shall reimburse Lessor for all expenses incurred by Lessor including, but not limited to, the cost of taking possession of the

Equipment, court costs, attorneys' fees, costs of cleaning, repairing and transporting the Equipment for sale or for lease after default, and any other expenses whether or not enumerated herein. The remedies described in this paragraph shall be cumulative and shall not exclude any other remedy available under applicable law including, but not limited to, any and all remedies available to Lessor as a secured party under the provisions of the Uniform Commercial Code.

(i) Financing Statements. Lessee shall, at Lessee's expense, at the request of Lessor, join with Lessor in executing and filing one or more financing statements and doing whatever may be deemed necessary by Lessor to protect Lessor's title to and interest in the Equipment. Nothing contained in this paragraph, however, shall be construed as granting Lessee any interest in the Equipment except the right to use the Equipment in accordance with this Lease. Lessee specifically acknowledges that Lessee has no right or option to purchase the Equipment upon the expiration of this lease.

(j) Reimbursement of Lessor. If Lessee fails to pay any tax, insurance premium, cost of repair or other sum to be paid by Lessee hereunder, Lessor may, at its option, pay such insurance, tax, premium, cost or other sum, in which event Lessee shall forthwith reimburse Lessor for such payment, together with interest thereon at the rate of ten percent per annum.

(k) Severability. If any provision of this lease shall be held to be invalid, illegal or unenforceable, the same

shall not affect any other provision hereof and this lease shall be construed as if the invalid provision were not contained herein.

(l) Notice. Any notice which may be given to either party hereunder shall be conclusively deemed to have been given when deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each party at the address set forth as follows:

To Lessor: Marine Salvage Co.
c/o Tonkon, Torp, Galen,
Marmaduke & Booth
1800 Security Pacific Plaza
1001 SW Fifth Avenue
Portland, OR 97204

To Lessee: Northwest Marine Iron Works
P.O. Box 14219
Portland, Oregon 97214-1584

The place to which notices are to be mailed may be changed from time to time by either party giving written notice to the other.

(m) Paragraph Captions. Paragraph captions are for the convenience of the parties and do not affect the meaning of this agreement.

(n) Attorneys' Fees. In the event either party initiates any legal proceeding to enforce this lease, the prevailing party in such proceeding shall be entitled to receive from the other party, in addition to all other sums it may be entitled to by law, its reasonable attorneys' fees as determined by the court in such proceeding and in any appeal therefrom.

(o) Successors. This lease shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

6. OPTION TO PURCHASE.

(a) In consideration of the faithful payment and performance of the terms of this lease by Lessee, Lessor does hereby grant to Lessee the sole and exclusive option (the Option) to purchase the Equipment upon expiration of this lease on the terms and conditions set forth in this Section 6.

(b) The Option may only be exercised if, on the date of such exercise, Lessee is not in default under this lease. The Option shall automatically expire upon the determination of a court of competent jurisdiction that Lessee has defaulted in its obligations under this lease.

(c) Lessee may purchase the Equipment on February 28, 1999 (the Option Date) or within 30 days thereafter. The Option may be exercised by written notice from Lessee given to Lessor not less than six months nor more than one year prior to the Option Date. The purchase will be consummated on the Option Date or within 30 days thereafter. The giving of such notice shall be sufficient to make the obligation to purchase the Equipment binding without further action of the parties, who shall then be bound to take the action required for determination of the purchase price as specified below.

SI040779
NWMAR139118

(d) The purchase price for the Equipment shall be an amount equal to the fair market value of the Equipment as of the Option Date. If the parties do not agree on the fair market value of the Equipment, each party shall designate a qualified equipment appraiser and the fair market value of the Equipment and the purchase price to be paid therefore shall be determined by agreement of the appraisers so designated. If the two appraisers do not agree, they shall designate a third qualified equipment appraiser and the fair market value of the Equipment and the purchase price to be paid therefor shall be determined by a majority of the appraisers. If either party shall fail to appoint its appraiser within 30 days after receiving demand therefor from the other party, such party shall have waived its right to appoint an appraiser, in which event the fair market value of the Equipment and the purchase price to be paid therefor shall be determined by the appraiser appointed by the other party. If the appointment of the third appraiser is required and the two appraisers selected by the parties are unable to agree on the selection of the third appraiser, either party may petition any court of competent jurisdiction for the appointment of such third appraiser. The appraisers shall make their determination at least 30 days prior to the Option Date.

(e) The sale of the Equipment shall be closed on the Option Date, or on such other date as the parties may

SI040780
NWMAR139119

agree within 30 days thereafter. Lessee shall pay the purchase price in cash on closing and shall pay all closing costs incurred in connection with the sale, except Lessor's attorney fees, if any. At closing, Lessor will convey the Equipment by bill of sale free of any lien or security interest granted by Lessor as security for Lessor's indebtedness.

(f) If Lessee does not exercise the Option in accordance with the provisions of this Section 6, the Option shall expire.

(g) No portion of the rent or other sums payable by Lessee under this lease shall be applicable to the purchase price.

(h) Lessee agrees that Lessor has made no representations with respect to the Equipment, or the condition thereof, and Lessee is not relying upon any representations by Lessor in entering into this Agreement. If Lessee exercises the Option it shall purchase the Equipment "AS IS," in its then existing condition.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

LESSOR MARINE SALVAGE CO.

By _____
Its _____

SI040781
NWMAR139120

LESSEE

NORTHWEST MARINE IRON WORKS

By _____
Its _____

By _____
Its _____

SI040782
NWMAR139121

NORTHWEST MARINE IRON WORKS

DRAFT

	CLS	VENDOR NUMBER	VDR RTE	NAME	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
11	13	2430		AIRCO WELDING	1,798	68	
17	13	2965		ALDERCRAFT	5,270	198	
21	13	3375		ALLIED SAFE & VAULT	3,670	138	
24	13	4021		AMER MACHINE & GEAR	4,297	161	
26	13	4054		AMERICAN PROTECTIVE	25,669	964	
32	13	4596		AMOT CONTROL	3,270	123	
38	13	5110		APOLLO MARINE SERV	2,277	86	
39	13	5180		AQUA-CHEM	3,532	133	
40	13.2	5300		ARENT MACH	2,261	84	
43	13	5760		ART METAL USA	7,039	264	
46	13	6235		ATLAS COPCO	38,023	1,429	
48	13	6385		AUDIO DATA SYSTEM	1,500	56	
5	13	984		AUL INSTR	8,775	330	
50	13	6460		AUTOMATED SYSTEMS	2,236	84	
52	13	6690		AUTOMOTIVE PRODUCTS	1,268	48	
58	13	8440		BEARINGS	8,675	326	
62	13	9013		BERG EVANS	6,138	231	
68	13.2	9430		BINGHM WILLAMETTE	24,849	926	
69	13.2	9450		BIRD-JOHNSON	53,389	1,990	
75	13	10595		BRANDON TRAVEL	1,668	63	
81	13	11050		BROOKS NORTHWEST	1,050	39	
65	13	9220		BRYAN BICKMORE RENTING	1,149	43	
88	13	12855		C & D POWER SYS	2,476	93	
97	13.2	13918	-04	CARBOLINE NORTHWEST	1,965	73	
98	13.2	14276	-02	CARSON OIL	3,688	137	
106	13	15175		CENTRIFUGE CONSULTANTS	8,585	323	
90	13	13035		CHU ASSOC	38,315	1,440	
1004	13.1	16466		CLA-VAL INC	1,174	44	
118	13	16695		CLEAN SYSTEMNS	20,056	754	
122	13	16914		COASTAL LIFT TRUCK	1,150	43	
126	13	16957		COASTAL OIL FILTER	32,642	1,226	
127	13	16965		COASTIR DIV JESSE ENG	18,200	684	
129	13	17145		COLDBY CRANE	12,622	474	
130	13	17147		COLEMAN IND	2,906	109	
134	13.2	17270		COLUMBIA BATTERY	1,291	48	
136	13	17625		COLUMBIA RIVER BAR PILOT	3,436	129	
140	13	18135		COMPLETE ABRASIVE	3,113	117	
150	13	19503		CRAWFOR	1,022	38	
91	13	13100		CRB MANUFACTURING	2,732	103	
159	13	20178		CURTISS-WRIGHT/MARQUETT	17,156	645	
158	13	20165		CUSHING SUPPLY OFFICER	1,152	43	
162	13	20961		DASIC INTERNATIONAL	4,357	164	
164	13	21035		DAVIS, BOSTWICK	12,274	461	
171	13	22040		DICKS PUMP & EQUIP	7,749	291	
454	13	60245		DON PATCHIN PROPELLOR	3,840	144	
599	13.2	77070		DON THOMAS PETROLEUM	5,692	212	
397	13	54860		DP NICOLI INC	4,908	184	
179	13	23848		DYNAMIC ENGINEERING	15,472	581	
55	13	8010		EJ BARTELLS	7,494	282	
186	13.2	26360	-02	EOFF ELECTRIC CO	36,476	1,360	
188	13	26578		ERVIN AMASTEEL	3,024	114	
189	13	26760		ESCO CORP	6,954	261	
190	13	27350		EVENT RENTAL SERVICES	1,650	62	
201	13	28217		FEDERAL EXPRESS FRGT	1,235	46	
203	13	28587		FIRST FARWEST LIFE	47,329	1,778	
207	13	28638		FLAME-SPRAY	51,908	1,950	
209	13	28800		FLUID AIR COMPONENTS	3,330	125	
191	13	27605		FMC MAT'L HANDLING EQUIP	4,447	167	
524	13	66985		FRANK ROFINOT MOBIL	2,805	105	
214	13	29710		FRICTION PRODUCTS	3,551	133	
220	13	30477	-02	GARVEY SCHUBERT	9,073	341	
221	13	30478		GAS ADVANCE SYSTEMS	6,979	262	
222	13	30480		GAS HAZARDS CONTROL	1,100	41	
229	13	31585		GENREAL STEEL-VANC	5,985	225	
233	13	32713		GLOBAL ELECTRO SYS TST	2,172	82	
234	13	32745		GLORIETTA BAY INN	2,057	77	
237	13	32953		GOODRICH FOREST PRODUCTS	5,325	200	
243	13	33275		GRAND METAL PRODUCTS	38,864	1,460	
245	13	33538		GREEN TRANSFER	1,050	39	
249	13	34410		HALTON TRACTOR	2,192	82	
625	13	34561	-01	HAMILTON STANDARD	212,624	7,989	
254	13	35073		HART NAT SPECIALTY	7,530	283	
255	13	35227		HATTON-BROWN PUBLISHERS	1,150	43	
261	13	35953		HILLER SYSTEMS	63,425	2,383	
264	13	36050		HOBART SALES & SERVICE	1,850	70	

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	CLS	VENDOR NUMBER	VDR RTE	NAME	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
270	13	36600		HOSE MCCANN	7,942	298	
275	13	37320		HUSER SALES SERVICE	5,304	199	
280	13	37619		HYTORC	16,865	634	
281	13	37621		HYTORC OF TEXAS	10,017	376	
289	13	38620		INDUSTRIAL TIRE SERVICE	1,025	39	
295	13	39130		INTERNATIONAL PAINT	30,697	1,153	
297	13	39414		INVENTIVE MACHINE CORP	5,069	190	
298	13	39600		ISCAACSON STEEL	9,031	339	
283	13	37722		ITT BARTON INSTRUMENTS	4,921	185	
284	13.2	37724		ITT GRINNELL CORP	34,727	1,295	
27	13	37730	-01	ITT STANDARD	6,900	259	
306	13	42400		KACH MACHINE WORKS	1,368	51	
307	13	42425		KADLEC PACKAGING	6,731	253	
309	13	42740		KECK MAHIN & CATE	7,321	275	
274	13	37220		KEN R HUMKE	7,449	280	
314	13	43355		KING BEARING INC	6,721	253	
326	13	45593		LESLIE COMPANY	22,323	839	
331	13	45960		LINDSAY ENTERPRISES	18,653	701	
344	13	47250		MACGREGOR NAVIRE	32,477	1,220	
345	13	47275		MACHINISTS INC	1,412	53	
346	13	47495		MACRO MANUFACTURING	9,205	346	
1269	13			MAINT SERVICE	0	0	
348	13	47809		MANUFACTURERS TOOL SERVI	1,850	70	
352	13	47892		MARINE ENGINEERING SPEC	2,739	103	
353	13	48070		MARINE PROPULSION SERVIC	6,106	229	
354	13	48085		MARINE SAFETY EQUIPMENT	21,236	798	
355	13	48100		MARINE TECHNICAL SERVICE	12,244	460	
347	13	47604		MARLO COIL	7,816	294	
678	13	48775		MASON DIXON LINES	1,025	39	
361	13	48780		MASONITE CORPORATION	28,268	1,062	
1336	13	49554		MCMASTER,RAY	10,000	376	
1354	13.1			MISSION AMERICAN INS	2,588	97	
378	13	51705		MOCK MANUFACTURING	13,406	504	
380	13	51860		MOLNAR SERVICE	54,242	2,038	
381	13	52043		MONTGOMERY ELEVATOR	27,863	1,047	
392	13	54165	-02	NAVAL SUPPLY CENTER	12,595	473	
393	13	54233	-02	NELSON STUD WELDING	21,586	811	
395	13	54507		NEW ENGLAND TRAWLER	59,984	2,254	
400	13	55340		NORTH COAST CANVAS PRODU	8,870	333	
402	13	55389		NORTHERN AIR FREIGHT	1,358	51	
409	13	55692		NORTON CHEMBLAST	9,763	367	
414	13	56560		OIL FILTER SERVICE	24,216	910	
415	13	56851		OMEGA FASTENERS	2,370	89	
418	13	57031		OREGON BRASS WORKS	2,654	100	
419	13	57060		OREGON DESIGN SERVICES	11,595	436	
435	13.2	58490		PACIFIC DETROIT DIESEL	26,224	978	
439	13	58630		PACIFIC MACHINERY	5,706	214	
440	13	58640		PACIFIC MARINE DISTRIB	2,717	102	
453	13	60177		PARR LUMBER	5,655	212	
432	13	58214		PDS INC	7,627	287	
461	13	61086		PETERS OFFICE SUPPLY	4,741	178	
473	13	62234		POLYCRETE INC	13,927	523	
474	13	62235		PONDER BURNER INC	1,318	50	
481	13	62430		PORTLAND GEAR WORKS	5,586	210	
493	13	63527		PRESIDIO COATINGS	1,100	41	
495	13	63640		PRICE WATERHOUSE	0	0	
499	13.2	63747	-02	PRODUCTION SUPPLY	24,651	919	
208	13	28657		RAY FLEMING INC	2,752	103	
513	13	65140		RED LION INN	3,333	125	
517	13	65878	-02	RENT A WRECK - BEAVERTON	2,495	94	
521	13	66525		ROADWAY EXPRESS	1,184	44	
525	13	67309		ROLAND MARINE	10,215	384	
526	13	67325		RONAN ENGINEERING	4,964	187	
531	13	67976		RYERSON HARDWOOD FLOORS	5,850	220	
532	13	68245		SAB NIFE INC	1,587	60	
1266	13	68950		SANSONE,SR,JOSEPH PROP T	13,858	521	
539	13	69310	-01	SCHUCHART & ASSOC	4,200	158	
543	13	69523		SEA MAR ELECTRIC	13,500	507	
545	13	69635		SEAPORT PETROLEUM	2,342	88	
546	13	69730	-01	SEATTLE TARP	1,120	42	
542	13	69521		SEA-LAND INDUSTRIES	12,890	484	
549	13.2	70370	-02	SHAVER TRANSPORT CO	83,674	3,120	
553	13	70477		SHELL OIL	3,120	117	
183	13.2	25082	-02	SHOP SERVICES	3,119	116	
563	13	71585		SOURCE COMP	1,232	46	

	CLS	VENDOR NUMBER	VDR RTE	NAME	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
568	13	72094		SPERRY MARINE	114,108	4,287	
577	13	73324		STEEL SALES	17,102	643	
579	13	73518		STEWART & STEVENSON	13,697	515	
585	13	74475		SYSTEMS ENG	72,649	2,730	
587	13	74582		TEI-TURNBULL	65,983	2,479	
593	13	74927		TEK CHEMICAL	5,554	209	
595	13	75010		TELEDYNE PENN	1,732	65	
413	13	56550		THE OIL POLISHING CO	7,400	278	
601	13	77400		THUNDERBIRD-ASTORIA	1,811	68	
602	13	77401		THUNDERBIRD-COL	11,988	450	
1408	13.1			TIMOTHY R LOCKE	0	0	
604	13	78257		TOURANGEAU NOR WES	1,745	66	
606	13	78590		TRANSAMER DELAVAL	36,778	1,382	
610	13	78957		TRIPLE-A SOUTH	7,500	282	
611	13	79000		TRI-WAY INDUSTRIES	11,927	448	
613	13	79535		UHAUL CTR-BEAV	3,278	123	
615	13	79886		UNIDYNAMICS/MIDWEST	1,747	66	
627	13	81153		VANGAS	1,523	57	
628	13.2	81330		VENTILATION POWER CLEAN	24,025	896	
631	13	81465		VICKERS INC	27,734	1,042	
635	13	81608		WAAGMEESTER CAN	1,977	74	
645	13	82485		WATERMAN SUPPLY	1,800	68	
648	13	83230		WEST COAST INSULATION	3,138	118	
650	13	83425		WESTERN AUTOMATION	5,714	215	
652	13	83490		WESTERN ENGINEERS	18,329	689	
654	13	83530		WESTERN FOUNDRY	36,414	1,368	
660	13	83821		WESTERN STUD WELDING	1,897	71	
666	13	84330		WILLAMETTE TUG	18,380	691	
668	13	84393		WILSON & HAYES	14,277	536	
151	13	19550		W.H. CRESS	2,148	81	
383	13	52900		MOTOROLA INC	1,772	67	(3,352)
178	13	23715		DUPLEX PRODUCTS INC	5,605	211	(1,090)
1184	13.1	27990		FAR WEST OFFICE	1,076	40	(46)
575	13	73270		STEAM SUPPLY	7,057	265	40
462	13.2	61225		PETERSON INDUSTRIAL	3,200	119	169
533	13	68287		SAFETY AND SUPPLY	3,671	138	234
455	13	60280		PATENT SCAFFOLDING	22,925	861	1,015
14	13	2720		ALASKAN COPPER & BRASS	9,289	349	1,280
242	13	33274		GRANTREE FURNITURE	2,270	85	1,425
25	13	4050		AMER-PACIFIC SER	18,867	709	1,482
87	13	12719		BYE ENGRAVING	37,496	1,409	1,555
197	13	27975		FARR WEST MARINE	5,375	202	1,615
408	13	55650		NW TESTING LABORATORY	12,893	484	1,623
468	13	62161		PITTSBURG TESTING LABOR	17,927	674	1,661
219	13	30240		GALVANIZERS, INC	2,579	97	1,677
79	13	10930		BRIDGEPORT STAFFING	4,651	175	1,744
423	13	57285		OREGON METAL SLITTERS	13,622	512	1,931
366	13	49435		MCGUIRE BEARING CO	3,378	127	1,934
438	13	58610		PACIFIC INSULATION	3,738	140	1,963
477	13	62265		PORT PLASTICS INC	5,619	211	2,028
441	13	58670		PACIFIC METAL	29,252	1,099	2,351
459	13	61020		PERFORMANCE CONTRACTING	7,722	290	2,590
349	13	47820		MAR INDUSTRIAL SALES	2,734	103	2,650
649	13	83395		WESTCON, INC	3,145	118	2,729
236	13	32870		GOODALL RUBBER CO	1,940	73	2,742
202	13	28230		FEDERATED METALS CORP	2,300	86	2,926
111	13	16080		CHOWN HARDWARE	3,148	118	2,938
597	13	75050		TEMPLEX IND	12,108	455	2,964
486	13	62700		PORTLAND VALVE FITTING	25,255	949	3,233
475	13	62236		PONY EXPRESS MAINTENANCE	5,990	225	3,355
586	13	74490		SYSTONETICS	16,833	632	3,600
267	13	36494		HONEYWELL PROTECTION	5,768	217	3,648
324	13	44800		LANE MILES STANDISH	4,080	153	4,290
457	13	60360		PAYROLL	4,181	157	4,299
558	13.1	71165		SIPCO MARINE - (PAID)	0	0	4,518
341	13.2	47110	-02	MQS INSPECTION	3,736	139	4,700
294	13	39075		INTERMAOUNTAIN INDUST SU	10,478	394	4,733
168	13	21958		FRED DEVINE DIVING	3,218	121	4,740
356	13	48130		MARINERS SUPPLY CO	32,302	1,214	5,009
656	13	83556		WESTERN IMAGE SYSTEMS	6,064	228	5,328
230	13	31645		GENRAL TOOL & SUPPLY	74,663	2,805	5,596
60	13	8626		BEAVER STATE SCAFFOLDING	25,441	956	5,855
476	13	62250		POPE RIGGING LOFT	36,853	1,385	6,204
342	13.2	47130	-02	MQS INSPECTION	3,000	112	6,286
105	13	15161		CERTIFIED WELDING	6,225	234	6,613

	CLS	VENDOR NUMBER	VDR RTE	NAME	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
296	13	39165		INTERSTATE RENTALS	2,140	80	7,224
330	13	45959		LINDSAY HART NEIL	16,178	608	8,013
603	13	78170		TONKIN TORP	0	0	8,314
59	13	8445		BEAVER BOLT	3,882	146	8,627
181	13	24639		EASTMAN KODAK	0	0	9,172
252	13	34890		HARDWARE SPECIALTY	131,394	4,937	9,332
572	13	73030		STARK & MORRIS	2,117	80	9,361
502	13	63790		PROGRESS ELECTRONICS	42,809	1,608	9,444
641	13	82400		WASHINGTON CHAIN	5,500	207	9,628
124	13	16938		COAST INDUSTRIAL	8,175	307	10,078
133	13	17260		COLUMBIA BANDING	46,692	1,754	11,534
519	13	66260		RIEDEL INTERNATIONAL	6,946	261	13,054
163	13	21030		A.J. DAVIS SUPPLY	4,851	182	13,456
182	13	24640		EASTMAN KODAK CREDIT	0	0	13,659
642	13	82440		WASTE MGMT OF ORE	20,696	778	14,853
161	13	20554		DLI ENGINEERING	35,721	1,342	15,111
504	13.2	63806		PROPULSION CONTROLS	194,083	7,236	16,120
286	13	38035		IN-MAR SALES	22,708	853	17,190
465	13	61980		PIONEER STERILIZED CLOTH	26,150	983	17,948
398	13	55018		RONALD NISBET ASSOC	17,158	645	19,080
482	13	62435	-02	PGE	11,315	425	19,174
315	13	43865		KLEEN BLAST	172,340	6,475	20,628
663	13	83904		WESTINGHOUSE ELECTRIC	9,086	341	21,431
442	13	58680		US WEST/ PNB	24,856	934	21,762
634	13	81604		W&O SUPPLY	53,999	2,029	22,344
554	13.2	70780		SHOP SERVICES	4,330	161	23,532
372	13	50250		METRA STEEL	18,265	686	25,226
489	13	63260		POWER RENTS	4,486	169	25,466
332	13.2	46000		LIPS PROPELLORS	2,500	93	26,710
223	13	30484		GASKET TECHNOLOGY	16,712	628	26,928
316	13	43996	-02	KNAPPTON CORP	2,629	99	27,454
10	13.2	2417		AIR PROD & CHEM	21,323	795	27,854
153	13	19828		CROSBY & OVERTON	0	0	28,949
28	13	4470		AMERICAN STEEL	38,385	1,442	30,228
412	13	56388		OCEANIC MARINE ENT	19,721	741	32,786
451	13	60000		PARAMOUNT SUPPLY	54,554	2,050	32,958
359	13	48445		MARSH MCLENNAN	24,633	926	33,532
1181	13.2	63680		PRIESTLEY OIL	0	0	34,306
327	13	45825		LIBERTY EQUIPMENT	6,734	253	35,825
497	13	63683	-02	PRIME COMPUTER	37,610	1,413	35,856
291	13	38655		INDUSTRIAL VALVE OF ORE	46,879	1,761	35,957
379	13	51825		MODULAIRE INDUSTRIES	13,576	510	37,621
1	13	55399		NW AIR GAS	21,278	799	42,802
535	13	68920		SANDERSON SAFETY SUPPLY	97,580	3,666	44,742
617	13	80045		UNIT PROCESS	1,839	69	51,343
386	13	53510		CH MURPHY	23,320	876	62,782
528	13	67390		M ROSENBLATT & SON	5,060	190	68,789
302	13.2	41000		JIGGS FLOORS	217,488	8,108	88,907
516	13	65690	-05	RELIANCE ELECTRIC	30,556	1,148	115,393
213	13	29511		FRAISER BOILER	103,996	3,907	183,328
443	13	58691	-04	PACCORD	893,983	33,589	398,437
573	13	73070	-04	SAIF CORP	4,000,000	150,291	1,310,129
Total					9,436,602	354,333	3,357,162
Count					277	277	277
					100.0%	100.0%	100.0%
					100.0%	100.0%	100.0%
Vendors with prepetition and current payables					7,067,226	265,404	3,361,651
Count					94	94	94
Percent dollar total					74.89%	74.90%	100.13%
Percent count					33.94%	33.94%	33.94%
Prepetition vendors					2,369,376	88,928	0
Count					183	183	183
Percent dollar total					25.11%	25.10%	-0.13%
Percent count					66.06%	66.06%	66.06%

Bruce Berning
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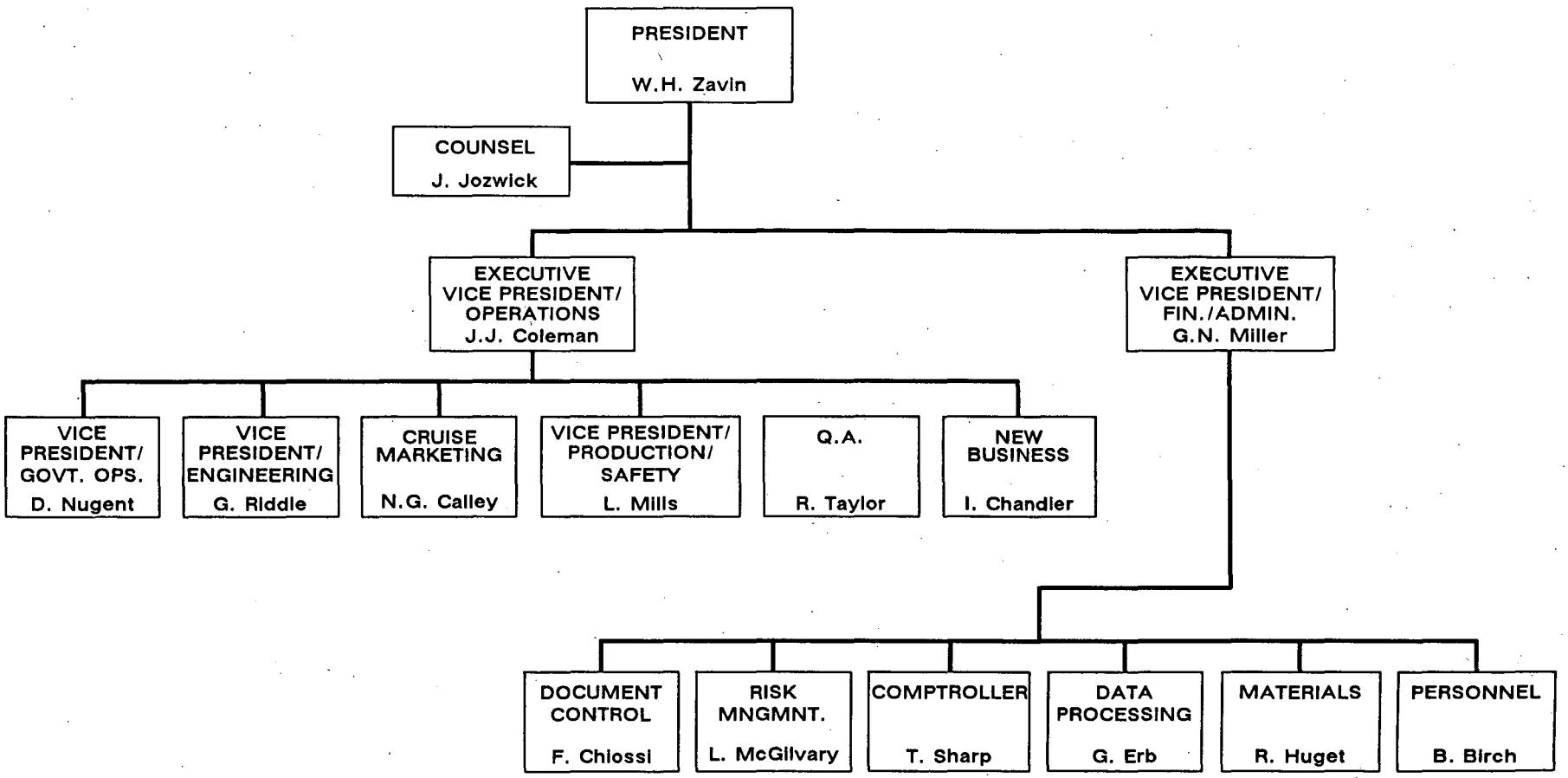
	CLS	VENDOR NUMBER	VDR RTE	NAME	AMOUNT ALLOWED	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
10	13.2	2417		AIR PROD & CHEM	21,323	21,323	795	27,854
11	13	2430		AIRCO WELDING	1,798	1,798	68	
14	13	2720		ALASKAN COPPER & BRASS	9,289	9,289	349	1,280
17	13	2965		ALDERCRAFT	5,270	5,270	198	
21	13	3375		ALLIED SAFE & VAULT	3,670	3,670	138	
24	13	4021		AMER MACHINE & GEAR	4,297	4,297	161	
26	13	4054		AMERICAN PROTECTIVE	25,669	25,669	964	
28	13	4470		AMERICAN STEEL	38,385	38,385	1,442	30,228
25	13	4050		AMER-PACIFIC SER	18,867	18,867	709	1,482
32	13	4596		AMOT CONTROL	3,270	3,270	123	
38	13	5110		APOLLO MARINE SERV	2,277	2,277	86	
39	13	5180		AQUA-CHEM	3,532	3,532	133	
40	13.2	5300		ARENT MACH	2,261	2,261	84	
43	13	5760		ART METAL USA	7,039	7,039	264	
46	13	6235		ATLAS COPCO	38,023	38,023	1,429	
48	13	6385		AUDIO DATA SYSTEM	1,500	1,500	56	
5	13	984		AUL INSTR	8,775	8,775	330	
50	13	6460		AUTOMATED SYSTEMS	2,236	2,236	84	
52	13	6690		AUTOMOTIVE PRODUCTS	1,268	1,268	48	
163	13	21030		A.J. DAVIS SUPPLY	4,851	4,851	182	13,456
58	13	8440		BEARINGS	8,675	8,675	326	
59	13	8445		BEAVER BOLT	3,882	3,882	146	8,627
60	13	8626		BEAVER STATE SCAFFOLDING	25,441	25,441	956	5,855
62	13	9013		BERG EVANS	6,138	6,138	231	
68	13.2	9430		BINGHM WILLAMETTE	24,849	24,849	926	
69	13.2	9450		BIRD-JOHNSON	53,389	53,389	1,990	
75	13	10595		BRANDON TRAVEL	1,668	1,668	63	
79	13	10930		BRIDGEPORT STAFFING	4,651	4,651	175	1,744
81	13	11050		BROOKS NORTHWEST	1,050	1,050	39	
65	13	9220		BRYAN BICKMORE RENTING	1,149	1,149	43	
87	13	12719		BYE ENGRAVING	37,496	37,496	1,409	1,555
88	13	12855		C & D POWER SYS	2,476	2,476	93	
97	13.2	13918	-04	CARBOLINE NORTHWEST	1,965	1,965	73	
98	13.2	14276	-02	CARSON OIL	3,688	3,688	137	
106	13	15175		CENTRIFUGE CONSULTANTS	8,585	8,585	323	
105	13	15161		CERTIFIED WELDING	6,225	6,225	234	6,613
386	13	53510		CH MURPHY	23,320	23,320	876	62,782
111	13	16080		CHOWN HARDWARE	3,148	3,148	118	2,938
90	13	13035		CHU ASSOC	38,315	38,315	1,440	
1004	13.1	16466		CLA-VAL INC	1,174	1,174	44	
118	13	16695		CLEAN SYSTEMNS	20,056	20,056	754	
124	13	16938		COAST INDUSTRIAL	8,175	8,175	307	10,078
122	13	16914		COASTAL LIFT TRUCK	1,150	1,150	43	
126	13	16957		COASTAL OIL FILTER	32,642	32,642	1,226	
127	13	16965		COASTIR DIV JESSE ENG	18,200	18,200	684	
129	13	17145		COLDBY CRANE	12,622	12,622	474	
130	13	17147		COLEMAN IND	2,906	2,906	109	
133	13	17260		COLUMBIA BANDING	46,692	46,692	1,754	11,534
134	13.2	17270		COLUMBIA BATTERY	1,291	1,291	48	
136	13	17625		COLUMBIA RIVER BAR PILOT	3,436	3,436	129	
140	13	18135		COMPLETE ABRASIVE	3,113	3,113	117	
150	13	19503		CRAWFOR	1,022	1,022	38	
91	13	13100		CRB MANUFACTURING	2,732	2,732	103	
153	13	19828		CROSBY & OVERTON	0	0	0	28,949
159	13	20178		CURTISS-WRIGHT/MARQUETT	17,156	17,156	645	
158	13	20165		CUSHING SUPPLY OFFICER	1,152	1,152	43	
162	13	20961		DASIC INTERNATIONAL	4,357	4,357	164	
164	13	21035		DAVIS, BOSTWICK	12,274	12,274	461	
171	13	22040		DICKS PUMP & EQUIP	7,749	7,749	291	
161	13	20554		DLI ENGINEERING	35,721	35,721	1,342	15,111
454	13	60245		DON PATCHIN PROPELLOR	3,840	3,840	144	
599	13.2	77070		DON THOMAS PETROLEUM	5,692	5,692	212	
397	13	54860		DP NICOLI INC	4,908	4,908	184	
178	13	23715		DUPLEX PRODUCTS INC	5,605	5,605	211	(1,090)
179	13	23848		DYNAMIC ENGINEERING	15,472	15,472	581	
181	13	24639		EASTMAN KODAK	0	0	0	9,172
182	13	24640		EASTMAN KODAK CREDIT	0	0	0	13,659
55	13	8010		EJ BARTELLS	7,494	7,494	282	
186	13.2	26360	-02	EOFF ELECTRIC CO	36,476	36,476	1,360	
188	13	26578		ERVIN AMASTEEL	3,024	3,024	114	
189	13	26760		ESCO CORP	6,954	6,954	261	
190	13	27350		EVENT RENTAL SERVICES	1,650	1,650	62	
1184	13.1	27990		FAR WEST OFFICE	1,076	1,076	40	(46)
197	13	27975		FARR WEST MARINE	5,375	5,375	202	1,615
201	13	28217		FEDERAL EXPRESS FRGT	1,235	1,235	46	

	CLS	VENDOR NUMBER	VDR RTE	NAME	AMOUNT ALLOWED	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
202	13	28230		FEDERATED METALS CORP	2,300	2,300	86	2,926
203	13	28587		FIRST FARWEST LIFE	47,329	47,329	1,778	
207	13	28638		FLAME-SPRAY	51,908	51,908	1,950	
209	13	28800		FLUID AIR COMPONENTS	3,330	3,330	125	
191	13	27605		FMC MAT'L HANDLING EQUIP	4,447	4,447	167	
213	13	29511		FRAISER BOILER	103,996	103,996	3,907	183,328
524	13	66985		FRANK ROFINOT MOBIL	2,805	2,805	105	
168	13	21958		FRED DEVINE DIVING	3,218	3,218	121	4,740
214	13	29710		FRICTION PRODUCTS	3,551	3,551	133	
219	13	30240		GALVANIZERS, INC	2,579	2,579	97	1,677
220	13	30477	-02	GARVEY SCHUBERT	9,073	9,073	341	
221	13	30478		GAS ADVANCE SYSTEMS	6,979	6,979	262	
222	13	30480		GAS HAZARDS CONTROL	1,100	1,100	41	
223	13	30484		GASKET TECHNOLOGY	16,712	16,712	628	26,928
230	13	31645		GENRAL TOOL & SUPPLY	74,663	74,663	2,805	5,596
229	13	31585		GENREAL STEEL-VANC	5,985	5,985	225	
233	13	32713		GLOBAL ELECTRO SYS TST	2,172	2,172	82	
234	13	32745		GLORIETTA BAY INN	2,057	2,057	77	
236	13	32870		GOODALL RUBBER CO	1,940	1,940	73	2,742
237	13	32953		GOODRICH FOREST PRODUCTS	5,325	5,325	200	
243	13	33275		GRAND METAL PRODUCTS	38,864	38,864	1,460	
242	13	33274		GRANTREE FURNITURE	2,270	2,270	85	1,425
245	13	33538		GREEN TRANSFER	1,050	1,050	39	
249	13	34410		HALTON TRACTOR	2,192	2,192	82	
625	13	34561	-01	HAMILTON STANDARD	212,624	212,624	7,989	
252	13	34890		HARDWARE SPECIALTY	131,394	131,394	4,937	9,332
254	13	35073		HART NAT SPECIALTY	7,530	7,530	283	
255	13	35227		HATTON-BROWN PUBLISHERS	1,150	1,150	43	
261	13	35953		HILLER SYSTEMS	63,425	63,425	2,383	
264	13	36050		HOBART SALES & SERVICE	1,850	1,850	70	
267	13	36494		HONEYWELL PROTECTION	5,768	5,768	217	3,648
270	13	36600		HOSE MCCANN	7,942	7,942	298	
275	13	37320		HUSER SALES SERVICE	5,304	5,304	199	
280	13	37619		HYTORC	16,865	16,865	634	
281	13	37621		HYTORC OF TEXAS	10,017	10,017	376	
289	13	38620		INDUSTRIAL TIRE SERVICE	1,025	1,025	39	
291	13	38655		INDUSTRIAL VALVE OF ORE	46,879	46,879	1,761	35,957
294	13	39075		INTERMAOUNTAIN INDUST SU	10,478	10,478	394	4,733
295	13	39130		INTERNATIONAL PAINT	30,697	30,697	1,153	
296	13	39165		INTERSTATE RENTALS	2,140	2,140	80	7,224
297	13	39414		INVENTIVE MACHINE CORP	5,069	5,069	190	
286	13	38035		IN-MAR SALES	22,708	22,708	853	17,190
298	13	39600		ISCAACSON STEEL	9,031	9,031	339	
283	13	37722		ITT BARTON INSTRUMENTS	4,921	4,921	185	
284	13.2	37724		ITT GRINNELL CORP	34,727	34,727	1,295	
27	13	37730	-01	ITT STANDARD	6,900	6,900	259	
302	13.2	41000		JIGGS FLOORS	217,488	217,488	8,108	88,907
306	13	42400		KACH MACHINE WORKS	1,368	1,368	51	
307	13	42425		KADLEC PACKAGING	6,731	6,731	253	
309	13	42740		KECK MAHIN & CATE	7,321	7,321	275	
274	13	37220		KEN R HUMKE	7,449	7,449	280	
314	13	43355		KING BEARING INC	6,721	6,721	253	
315	13	43865		KLEEN BLAST	172,340	172,340	6,475	20,628
316	13	43996	-02	KNAPPTON CORP	2,629	2,629	99	27,454
324	13	44800		LANE MILES STANDISH	4,080	4,080	153	4,290
326	13	45593		LESLIE COMPANY	22,323	22,323	839	
327	13	45825		LIBERTY EQUIPMENT	6,734	6,734	253	35,825
331	13	45960		LINDSAY ENTERPRISES	18,653	18,653	701	
330	13	45959		LINDSAY HART NEIL	16,178	16,178	608	8,013
332	13.2	46000		LIPS PROPELLORS	2,500	2,500	93	26,710
528	13	67390		M ROSENBLATT & SON	5,060	5,060	190	68,789
344	13	47250		MACGREGOR NAVIRE	32,477	32,477	1,220	
345	13	47275		MACHINISTS INC	1,412	1,412	53	
346	13	47495		MACRO MANUFACTURING	9,205	9,205	346	
1269	13			MAINT SERVICE	0	0	0	
348	13	47809		MANUFACTURERS TOOL SERVI	1,850	1,850	70	
349	13	47820		MAR INDUSTRIAL SALES	2,734	2,734	103	2,650
352	13	47892		MARINE ENGINEERING SPEC	2,739	2,739	103	
353	13	48070		MARINE PROPULSION SERVIC	6,106	6,106	229	
354	13	48085		MARINE SAFETY EQUIPMENT	21,236	21,236	798	
355	13	48100		MARINE TECHNICAL SERVICE	12,244	12,244	460	
356	13	48130		MARINERS SUPPLY CO	32,302	32,302	1,214	5,009
347	13	47604		MARLO COIL	7,816	7,816	294	
359	13	48445		MARSH MCLENNAN	24,633	24,633	926	33,532
678	13	48775		MASON DIXON LINES	1,025	1,025	39	

	CLS	VENDOR NUMBER	VDR RTE	NAME	AMOUNT ALLOWED	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
361	13	48780		MASONITE CORPORATION	28,268	28,268	1,062	
366	13	49435		MCGUIRE BEARING CO	3,378	3,378	127	1,934
1336	13	49554		MCMASTER,RAY	10,000	10,000	376	
372	13	50250		METRA STEEL	18,265	18,265	686	25,226
1354	13.1			MISSION AMERICAN INS	2,588	2,588	97	
378	13	51705		MOCK MANUFACTURING	13,406	13,406	504	
379	13	51825		MODULAIRE INDUSTRIES	13,576	13,576	510	37,621
380	13	51860		MOLNAR SERVICE	54,242	54,242	2,038	
381	13	52043		MONTGOMERY ELEVATOR	27,863	27,863	1,047	
383	13	52900		MOTOROLA INC	1,772	1,772	67	(3,352)
341	13.2	47110	-02	MQS INSPECTION	3,736	3,736	139	4,700
342	13.2	47130	-02	MQS INSPECTION	3,000	3,000	112	6,286
392	13	54165	-02	NAVAL SUPPLY CENTER	12,595	12,595	473	
393	13	54233	-02	NELSON STUD WELDING	21,586	21,586	811	
395	13	54507		NEW ENGLAND TRAWLER	59,984	59,984	2,254	
400	13	55340		NORTH COAST CANVAS PRODU	8,870	8,870	333	
402	13	55389		NORTHERN AIR FREIGHT	1,358	1,358	51	
409	13	55692		NORTON CHEMBLAST	9,763	9,763	367	
1	13	55399		NW AIR GAS	21,278	21,278	798	42,802
408	13	55650		NW TESTING LABORATORY	12,893	12,893	484	1,623
412	13	56388		OCEANIC MARINE ENT	19,721	19,721	741	32,786
414	13	56560		OIL FILTER SERVICE	24,216	24,216	910	
415	13	56851		OMEGA FASTENERS	2,370	2,370	89	
418	13	57031		OREGON BRASS WORKS	2,654	2,654	100	
419	13	57060		OREGON DESIGN SERVICES	11,595	11,595	436	
423	13	57285		OREGON METAL SLITTERS	13,622	13,622	512	1,931
443	13	58691	-04	PACCORD	893,983	893,983	33,589	398,437
435	13.2	58490		PACIFIC DETROIT DIESEL	26,224	26,224	978	
438	13	58610		PACIFIC INSULATION	3,738	3,738	140	1,963
439	13	58630		PACIFIC MACHINERY	5,706	5,706	214	
440	13	58640		PACIFIC MARINE DISTRIB	2,717	2,717	102	
441	13	58670		PACIFIC METAL	29,252	29,252	1,099	2,351
451	13	60000		PARAMOUNT SUPPLY	54,554	54,554	2,050	32,958
453	13	60177		PARR LUMBER	5,655	5,655	212	
455	13	60280		PATENT SCAFFOLDING	22,925	22,925	861	1,015
457	13	60360		PAYROLL	4,181	4,181	157	4,299
432	13	58214		PDS INC	7,627	7,627	287	
459	13	61020		PERFORMANCE CONTRACTING	7,722	7,722	290	2,590
461	13	61086		PETERS OFFICE SUPPLY	4,741	4,741	178	
462	13.2	61225		PETERSON INDUSTRIAL	3,200	3,200	119	169
482	13	62435	-02	PGE	11,315	11,315	425	19,174
465	13	61980		PIONEER STERILIZED CLOTH	26,150	26,150	983	17,948
468	13	62161		PITTSBURG TESTING LABOR	17,927	17,927	674	1,661
473	13	62234		POLYCRETE INC	13,927	13,927	523	
474	13	62235		PONDER BURNER INC	1,318	1,318	50	
475	13	62236		PONY EXPRESS MAINTENANCE	5,990	5,990	225	3,355
476	13	62250		POPE RIGGING LOFT	36,853	36,853	1,385	6,204
477	13	62265		PORT PLASTICS INC	5,619	5,619	211	2,028
481	13	62430		PORTLAND GEAR WORKS	5,586	5,586	210	
486	13	62700		PORTLAND VALVE FITTING	25,255	25,255	949	3,233
489	13	63260		POWER RENTS	4,486	4,486	169	25,466
493	13	63527		PRESIDIO COATINGS	1,100	1,100	41	
495	13	63640		PRICE WATERHOUSE	0	0	0	
1181	13.2	63680		PRIESTLEY OIL	0	0	0	34,306
497	13	63683	-02	PRIME COMPUTER	37,610	37,610	1,413	35,856
499	13.2	63747	-02	PRODUCTION SUPPLY	24,651	24,651	919	
502	13	63790		PROGRESS ELECTRONICS	42,809	42,809	1,608	9,444
504	13.2	63806		PROPULSION CONTROLS	194,083	194,083	7,236	16,120
208	13	28657		RAY FLEMING INC	2,752	2,752	103	
513	13	65140		RED LION INN	3,333	3,333	125	
516	13	65690	-05	RELIANCE ELECTRIC	30,556	30,556	1,148	115,393
517	13	65878	-02	RENT A WRECK - BEAVERTON	2,495	2,495	94	
519	13	66260		RIEDEL INTERNATIONAL	6,946	6,946	261	13,054
521	13	66525		ROADWAY EXPRESS	1,184	1,184	44	
525	13	67309		ROLAND MARINE	10,215	10,215	384	
398	13	55018		RONALD NISBET ASSOC	17,158	17,158	645	19,080
526	13	67325		RONAN ENGINEERING	4,964	4,964	187	
531	13	67976		RYERSON HARDWOOD FLOORS	5,850	5,850	220	
532	13	68245		SAB NIFE INC	1,587	1,587	60	
533	13	68287		SAFETY AND SUPPLY	3,671	3,671	138	234
573	13	73070	-04	SAIF CORP	4,000,000	4,000,000	150,291	1,310,129
535	13	68920		SANDERSON SAFETY SUPPLY	97,580	97,580	3,666	44,742
1266	13	68950		SANSONE,SR,JOSEPH PROP T	13,858	13,858	521	
539	13	69310	-01	SCHUCHART & ASSOC	4,200	4,200	158	
543	13	69523		SEA MAR ELECTRIC	13,500	13,500	507	

	CLS	VENDOR NUMBER	VDR RTE	NAME	AMOUNT ALLOWED	PRINCIPAL BALANCE	INTEREST BALANCE	A/P AT 1/17/89
545	13	69635		SEAPORT PETROLEUM	2,342	2,342	88	
546	13	69730	-01	SEATTLE TARP	1,120	1,120	42	
542	13	69521		SEA-LAND INDUSTRIES	12,890	12,890	484	
549	13.2	70370	-02	SHAVER TRANSPORT CO	83,674	83,674	3,120	
553	13	70477		SHELL OIL	3,120	3,120	117	
183	13.2	25082	-02	SHOP SERVICES	3,119	3,119	116	
554	13.2	70780		SHOP SERVICES	4,330	4,330	161	23,532
558	13.1	71165		SIPCO MARINE - (PAID)	0	0	0	4,518
563	13	71585		SOURCE COMP	1,232	1,232	46	
568	13	72094		SPERRY MARINE	114,108	114,108	4,287	
572	13	73030		STARK & MORRIS	2,117	2,117	80	9,361
575	13	73270		STEAM SUPPLY	7,057	7,057	265	40
577	13	73324		STEEL SALES	17,102	17,102	643	
579	13	73518		STEWART & STEVENSON	13,697	13,697	515	
585	13	74475		SYSTEMS ENG	72,649	72,649	2,730	
586	13	74490		SYSTONETICS	16,833	16,833	632	3,600
587	13	74582		TEI-TURNBULL	65,983	65,983	2,479	
593	13	74927		TEK CHEMICAL	5,554	5,554	209	
595	13	75010		TELEDYNE PENN	1,732	1,732	65	
597	13	75050		TEMPLEX IND	12,108	12,108	455	2,964
413	13	56550		THE OIL POLISHING CO	7,400	7,400	278	
601	13	77400		THUNDERBIRD-ASTORIA	1,811	1,811	68	
602	13	77401		THUNDERBIRD-COL	11,988	11,988	450	
1408	13.1			TIMOTHY R LOCKE	0	0	0	
603	13	78170		TONKIN TORP	0	0	0	8,314
604	13	78257		TOURANGEAU NOR WES	1,745	1,745	66	
606	13	78590		TRANSAMER DELAVAL	36,778	36,778	1,382	
610	13	78957		TRIPLE-A SOUTH	7,500	7,500	282	
611	13	79000		TRI-WAY INDUSTRIES	11,927	11,927	448	
613	13	79535		UHAUL CTR-BEAV	3,278	3,278	123	
615	13	79886		UNIDYNAMICS/MIDWEST	1,747	1,747	66	
617	13	80045		UNIT PROCESS	1,839	1,839	69	51,343
442	13	58680		US WEST/ PNB	24,856	24,856	934	21,762
627	13	81153		VANGAS	1,523	1,523	57	
628	13.2	81330		VENTILATION POWER CLEAN	24,025	24,025	896	
631	13	81465		VICKERS INC	27,734	27,734	1,042	
635	13	81608		WAAGMEESTER CAN	1,977	1,977	74	
641	13	82400		WASHINGTON CHAIN	5,500	5,500	207	9,628
642	13	82440		WASTE MGMT OF ORE	20,696	20,696	778	14,853
645	13	82485		WATERMAN SUPPLY	1,800	1,800	68	
648	13	83230		WEST COAST INSULATION	3,138	3,138	118	
649	13	83395		WESTCON, INC	3,145	3,145	118	2,729
650	13	83425		WESTERN AUTOMATION	5,714	5,714	215	
652	13	83490		WESTERN ENGINEERS	18,329	18,329	689	
654	13	83530		WESTERN FOUNDRY	36,414	36,414	1,368	
656	13	83556		WESTERN IMAGE SYSTEMS	6,064	6,064	228	5,328
660	13	83821		WESTERN STUD WELDING	1,897	1,897	71	
663	13	83904		WESTINGHOUSE ELECTRIC	9,086	9,086	341	21,431
666	13	84330		WILLAMETTE TUG	18,380	18,380	691	
668	13	84393		WILSON & HAYES	14,277	14,277	536	
634	13	81604		W&O SUPPLY	53,999	53,999	2,029	22,344
151	13	19550		W.H. CRESS	2,148	2,148	81	
					9,436,602	9,436,602	354,333	3,357,162

NORTHWEST MARINE IRON WORKS
ORGANIZATION CHART



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109
PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

January 11, 1989

Mr. Arthur E. Engel
President
Southwest Marine, Inc.
Foot of Sampson Street
San Diego,CA 92113

Dear Art,

Enclosed are the issues and their description which I promised to submit. Please call me after you have reviewed them.

Yours very truly,

William H. Zavin, II
President

enclosures

AMENDMENT TO LEASE

This Amendment to Lease, dated and effective March 1, 1989, is made by and between **WILLIAM H. ZAVIN II**, as Trustee of the Bradavin Property Trust ("**Landlord**") and **NORTHWEST MARINE IRON WORKS**, an Oregon corporation ("**Tenant**") for the purpose of amending that certain Lease between Landlord and Tenant dated December 10, 1982 (the "**Lease**").

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have agreed as follows:

1. Article 4.1 of the Lease is hereby amended to read as follows:

> 4.1 Tenant shall pay to Landlord as rent for the Premises equal monthly installments of THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($37,375.00), in advance, on the first day of each month of the term hereof. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

2. The first sentence of Article 5 of the Lease is hereby amended to read as follows:

> 5. Tenant shall deposit with Landlord the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($37,375.00) as security for Tenant's faithful performance of Tenant's obligations hereunder.

3. Upon execution of this Amendment to Lease, Tenant agrees to deposit with Landlord the additional sum of EIGHTEEN THOUSAND

THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($18,375.00) pursuant to amended Article 5.

4. Landlord's address as specified in Article 19 is hereby amended to read as follows:

Bradavin Property Trust
c/o Tonkon, Torp, Galen, Marmaduke & Booth
1800 Security Pacific Plaza
1001 S. W. Fifth Avenue
Portland, OR 97204
ATTENTION: Bruce G. Berning

5. Article 21.1 of the Lease is hereby amended to read as follows:

21.1 Rent Increase. The monthly rent hereunder shall be increased as of January 1 of each year commencing January 1, 1995, by the percentage of increase in the Consumer Price Index--All Urban Consumers--Portland Metropolitan Area--All Items--Official Base published by the United States Department of Labor or its successor United States government agency. If no index is published for the Portland metropolitan area, the Index published for the All Cities Average (or comparable thereto) will be used. If no Index is published by any United States government agency measuring increases in the Consumer Price Index, the parties will use a responsible private publication, designated by Landlord, which reports on the increase in cost-of-living during the period involved. In determining the percentage of increase of the monthly rent hereunder, the Index for the month of December preceding the rent increase date shall be compared to the Index for December, 1988, and percentage of increase so determined shall be applied to the monthly rental of $37,375 set forth in Article 4.1 to determine the rent for the succeeding lease year. If the Index is not available for December of any year, the Index for the month closest to December will be used. Until the percentage of increase is determined for any lease year, Tenant will continue to pay the rent at the monthly rate fixed for the preceding lease year, at which time Tenant will pay any deficiency to Landlord. For purposes of this lease, the term "lease year" means the 12-month period beginning January 1 of each year.

6. Article 21.2 of the Lease is hereby deleted in its entirety.

7. The following Article 24 is hereby added to and made a part of the lease:

24. OPTION TO PURCHASE.

24.1 In consideration of Tenant's faithful payment and performance in accordance with the terms of this lease, Landlord does hereby grant to Tenant the sole and exclusive option (the Option) to purchase the Premises on the terms and conditions set forth in this Article 24.

24.2 The Option may only be exercised if, on the date of such exercise, Tenant is not in default under this lease. The Option shall automatically expire upon the determination of a court of competent jurisdiction that Tenant has defaulted in its obligations under this lease.

24.3 Tenant may purchase the Premises on December 31, 2002, or on December 31, 2007, or on December 31, 2012, or on December 31, 2017 (each of which is referred to herein as the Option Date). The Option may be exercised by written notice from Tenant given to Landlord not less than six months nor more than one year prior to the Option Date on which the purchase will be consummated. The giving of such notice shall be sufficient to make the obligation to purchase the Premises binding without further action of the parties, who shall then be bound to take the actions required for determination of the purchase price as specified below.

24.4 The purchase price for the Premises shall be an amount equal to the fair market value of the Premises as of the Option Date. If the parties do not agree on the fair market value of the Premises, each party shall designate a qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefore shall be determined by agreement of the appraisers so designated. If the two appraisers do not agree, they shall designate a third qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefor shall be determined by a majority of the appraisers. If either party shall fail to appoint its appraiser within thirty days

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after receiving demand therefor from the other party, such party shall have waived its right to appoint an appraiser, in which event the fair market value of the Premises and the purchase price to be paid therefor shall be determined by the appraiser appointed by the other party. If the appointment of the third appraiser is required and the two appraisers selected by the parties are unable to agree on the selection of the third appraiser, either party may petition any court of competent jurisdiction for the appointment of such third appraiser. The appraisers shall make their determination at least thirty days prior to the Option Date.

24.5 The sale of the Premises shall be closed on the Option Date, or on such other date as the parties may agree. Either party shall have the right to require the closing to be conducted by the escrow department of a title insurance company licensed to do business in the State of Oregon. Tenant shall pay the purchase price in cash on closing and shall pay all closing costs incurred in connection with the sale, including but not limited to escrow fees, title insurance (if Tenant desires title insurance) and excise or transfer taxes, if any. At closing, Landlord will convey the Premises by bargain and sale deed subject to all easements, restrictions, and encumbrances of record but free of any mortgage or lien granted by Landlord as security for Landlord's indebtedness.

24.6 If Tenant does not exercise the Option in accordance with the provisions of this lease, the Option shall expire.

24.7 No portion of the rent or any other sum payable to Landlord under this lease shall be applicable to the purchase price.

24.8 The parties acknowledge that the Premises includes only the land and does not include any improvements, whether now existing or hereafter constructed on the Premises.

24.9 Tenant agrees that Landlord has made no representations with respect to the Premises, or the condition thereof, and Tenant is not relying upon any representations by Landlord in entering into this Agreement. If Tenant exercises the Option, it shall purchase the Premises "AS IS" in its then existing condition.

8. On or before April 15, 1989, Tenant shall pay to Landlord all past due rent under the Lease, with interest thereon as provided in Article 15.4 of the Lease.

9. Except as specifically set forth above, the Lease shall remain fully valid, binding and enforceable in accordance with its terms.

Dated: _____

LANDLORD

_____
WILLIAM H. ZAVIN II, as Trustee
of the Bradavin Property Trust

TENANT

NORTHWEST MARINE IRON WORKS

By_____
President

By_____
Vice President

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LATHAM & WATKINS
ATTORNEYS AT LAW
701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
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PAUL R. WATKINS (1899-1973)
DANA LATHAM (1898-1974)

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TWENTIETH FLOOR
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WASHINGTON, D.C. OFFICE
1001 PENNSYLVANIA AVE., N.W., SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
TELECOPIER (202) 637-2201

March 8, 1989

VIA TELECOPIER

Bruce G. Berning, Esq.
Tonkon, Torp, Galen, Marmaduke & Booth
1800 Orbanco Building
101 S.W. Fifth Avenue
Portland, Oregon 97204-1162

Re: Acquisition of Northwest Marine Iron Works

Dear Mr. Berning:

We have completed our review of the proposed Amendment to Lease between William H. Zavin, II, as Trustee of the Bradavin Property Trust, as Landlord, and Northwest Marine Iron Works, as Tenant (the "Lease"). Apart from issues regarding the economics of the Lease, which we will be able to get a better handle on during our diligence trip to Portland, we have the following comments:

1. If at all possible, we would like a statement in Paragraph 2 of the Lease as to the acreage and/or square footage of the Premises.

2. We would greatly appreciate a copy of the deed referenced in Paragraph 6.1 of the Lease so that we can determine the existing allowable uses.

3. Paragraph 6.2 of the Lease should be amended to include the following language: "Landlord warrants to Tenant that the Premises, and its state existing on the date that the Lease term commences, but without regard to the use for which Tenant will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation, or ordinance in effect on such Lease term commencement date. In the event that it is determined that this warranty has been violated, then is

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shall be the obligation of Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, rectify any such violation."

4. Paragraph 6.3 of the Lease should be amended to include the following language: "Notwithstanding any provision of this Lease to the contrary, Landlord warrants to Tenant that the buildings and other major improvements located on the Premises are in good operating condition and repair, adequate for the uses to which they are presently being put and are not in need of maintenance or repairs, except for ordinary, routine maintenance and repairs. In the event that it is determined that this warranty regarding the buildings and other major improvements has been violated, then it shall be the obligation of Landlord, after receipt of written notice from Tenant, to promptly, at Landlord's sole cost, rectify any such violation."

5. Paragraph 7.2 of the Lease should be amended to include the following language: "Notwithstanding any provision of this Lease to the contrary, Tenant may, without Landlord's prior written consent, make structural or non-structural alterations, improvements, additions, or utility installations in, on, or about the Premises, the cost of which shall not exceed $250,000. Any such alterations, improvements, additions, or utility installations shall be made in a good and workmanlike manner and in compliance with all applicable permits or governmental authorizations."

6. Paragraph 7.4 of the Lease should be amended so that it begins as follows: "If Tenant fails to perform Tenant's obligations under Article 7, within a reasonable time after written notice of such failure from Landlord, ..."

7. Paragraph 8.2 of the Lease should be amended so that it allows the Tenant to have a deductible on its liability insurance not in excess of $250,000.

8. Paragraph 8.5 of the Lease should be amended as follows: "Except for any and all liabilities, fines, suits, claims, obligations, damages, losses, penalties, demands, actions and judgments, and costs and reasonable expenses of any kind or nature (including reasonable attorneys' fees) due to or arising out of a breach of the representations and warranties made by Landlord in this Lease

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or due to or arising out of Landlord's negligence, willfulness conduct, or recklessness, Tenant shall indemnify . . . ."

9. Paragraph 8.6 of the Lease should be amended to include the following language: "Notwithstanding any provision of this Lease to the contrary, Tenant shall have no liability to Landlord for any claims, liens, costs, and expenses, including, without limitation, loss of, or damage to, the Premises or injury to or death of Landlord or Landlord's agents, employees, or third persons caused by or arising out of Landlord's negligence, willful misconduct, or recklessness, or Landlord's breach of the representations and warranties made by it in this Lease."

10. Paragraph 10.2 of the Lease should be amended in its entirely so that it reads: "As used herein, the term "real property tax" shall include any form of real estate tax or assessment, any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or state taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other approvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, and as against Landlord's business of leasing the Premises."

11. The last sentence of Paragraph 12.1 of the Lease should be deleted.

12. Paragraph 12.1 of the Lease should be further amended to include the following language: "Notwithstanding any provision of the Lease to the contrary, Tenant may assign or sublet the Premises, or any portion thereof, without Landlord's consent, to any corporation which controls, is controlled by, or is under common control with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all of the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease." The first sentence of Paragraph 12.2 should also be deleted.

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13. Bruce, do you know if Williamette Savings & Loan Association or any other lender has a security interest in the leasehold estate? If so, any such security interest should either be released and quitclaimed prior to the closing or any leasehold mortgagee should execute a separate recognition agreement with Northwest at or prior to the closing.

14. Paragraph 13(b) of the Lease should be amended in its entirety so that it reads: "The failure by Tenant to make any payment of rent or any other payment required to made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten days after written notice thereof from Landlord to Tenant."

15. Paragraph 15.1 of the Lease should be amended so that the obligation to deliver an offset statement is reciprocal.

16. Paragraph 15.14(b) of the Lease should be amended in its entirety so that it reads: "In the event that a bona fide lender shall request reasonable modifications of this Lease, then Tenant shall not unreasonably withhold or delay its written consent to such modifications; provided, however, that any such lender shall enter into a separate recognition agreement with Tenant, which agreement shall be satisfactory to Tenant and the lender, and that the same do not, in Tenant's reasonable judgment, increase the obligations of Tenant hereunder or adversely affect the leasehold interest hereby created for Tenant's use and enjoyment of the Premises.

17. Paragraphs 15.17 and 15.20 of the Lease should be deleted in their entirety.

18. Paragraph 16 should be amended so that no bond is required if the cost of any improvement is less than $250,000.

19. The following paragraph should be added to the Lease: "Quiet Possession. Upon payment of the rent for the Premises and observing and performing all the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all the provisions of this Lease. The individual(s) executing this

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Lease on behalf of Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Premises."

20. The Amendment to Lease should become effective only upon the closing. Paragraph 21.1 of the Amendment to Lease should also state the appropriate base year (it used to be 1967, but I believe that it has been changed).

21. Paragraph 24.3 of the Amendment to Lease should provide that "the Option may be exercised by written notice from Tenant given to Landlord not less than three months . . . ."

22. Paragraph 24.5 of the Amendment to Lease should be amended to reflect a sharing of the closing costs in accordance with customary practice in Portland, Oregon. Additionally, the last sentence of paragraph 24.5 should be amended in its entirety so that it reads: "At closing, Landlord will convey the Premises by bargain and sale deed subject to all easements, restrictions, and encumbrances of record approved by Tenant prior to the closing and free of any mortgage or lien granted by Landlord as security for Landlord's indebtedness.

Southwest is currently reviewing the other lease documents which you sent to us on February 27, 1989. As soon as possible after our review is completed we will forward any comments we have to you.

I plan to be in Portland with members of Southwest's diligence team on Monday, March 13. In the meantime, if you have any questions regarding the foregoing, please call.

Very truly yours,

Dennis B. Nordstrom
of LATHAM & WATKINS

LATHAM & WATKINS

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Southwest is currently reviewing the other lease documents which you sent to us on February 27, 1989. As soon as possible after our review is completed we will forward any comments we have to you.

If you have any questions regarding the foregoing, please call.

Very truly yours,

Dennis B. Nordstrom
of LATHAM & WATKINS

cc: Mr. Arthur Engel
Lloyd Schwartz, Esq.
Mr. James H. Nakumura
Kenneth M. Poovey, Esq.

SC46\SOUTHWES\BERNING.LOS

AMENDMENT TO LEASE

This Amendment to Lease, dated and effective March 1, 1989, is made by and between **WILLIAM H. ZAVIN II**, as Trustee of the Bradavin Property Trust ("**Landlord**") and **NORTHWEST MARINE IRON WORKS**, an Oregon corporation ("**Tenant**") for the purpose of amending that certain Lease between Landlord and Tenant dated December 10, 1982 (the "**Lease**").

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have agreed as follows:

1. Article 4.1 of the Lease is hereby amended to read as follows:

> 4.1 Tenant shall pay to Landlord as rent for the Premises equal monthly installments of THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($37,375.00), in advance, on the first day of each month of the term hereof. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

2. The first sentence of Article 5 of the Lease is hereby amended to read as follows:

> 5. Tenant shall deposit with Landlord the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($37,375.00) as security for Tenant's faithful performance of Tenant's obligations hereunder.

3. Upon execution of this Amendment to Lease, Tenant agrees to deposit with Landlord the additional sum of EIGHTEEN THOUSAND

THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($18,375.00)

pursuant to amended Article 5.

4. Landlord's address as specified in Article 19 is hereby amended to read as follows:

Bradavin Property Trust
c/o Tonkon, Torp, Galen, Marmaduke & Booth
1800 Security Pacific Plaza
1001 S. W. Fifth Avenue
Portland, OR 97204
ATTENTION: Bruce G. Berning

5. Article 21.1 of the Lease is hereby amended to read as follows:

21.1 Rent Increase. The monthly rent hereunder shall be increased as of January 1 of each year commencing January 1, 1995, by the percentage of increase in the Consumer Price Index--All Urban Consumers--Portland Metropolitan Area--All Items--Official Base published by the United States Department of Labor or its successor United States government agency. If no index is published for the Portland metropolitan area, the Index published for the All Cities Average (or comparable thereto) will be used. If no Index is published by any United States government agency measuring increases in the Consumer Price Index, the parties will use a responsible private publication, designated by Landlord, which reports on the increase in cost-of-living during the period involved. In determining the percentage of increase of the monthly rent hereunder, the Index for the month of December preceding the rent increase date shall be compared to the Index for December, 1988, and percentage of increase so determined shall be applied to the monthly rental of $37,375 set forth in Article 4.1 to determine the rent for the succeeding lease year. If the Index is not available for December of any year, the Index for the month closest to December will be used. Until the percentage of increase is determined for any lease year, Tenant will continue to pay the rent at the monthly rate fixed for the preceding lease year, at which time Tenant will pay any deficiency to Landlord. For purposes of this lease, the term "lease year" means the 12-month period beginning January 1 of each year.

6. Article 21.2 of the Lease is hereby deleted in its entirety.

7. The following Article 24 is hereby added to and made a part of the lease:

24. OPTION TO PURCHASE.

24.1 In consideration of Tenant's faithful payment and performance in accordance with the terms of this lease, Landlord does hereby grant to Tenant the sole and exclusive option (the Option) to purchase the Premises on the terms and conditions set forth in this Article 24.

24.2 The Option may only be exercised if, on the date of such exercise, Tenant is not in default under this lease. The Option shall automatically expire upon the determination of a court of competent jurisdiction that Tenant has defaulted in its obligations under this lease.

24.3 Tenant may purchase the Premises on December 31, 2002, or on December 31, 2007, or on December 31, 2012, or on December 31, 2017 (each of which is referred to herein as the Option Date). The Option may be exercised by written notice from Tenant given to Landlord not less than six months nor more than one year prior to the Option Date on which the purchase will be consummated. The giving of such notice shall be sufficient to make the obligation to purchase the Premises binding without further action of the parties, who shall then be bound to take the actions required for determination of the purchase price as specified below.

24.4 The purchase price for the Premises shall be an amount equal to the fair market value of the Premises as of the Option Date. If the parties do not agree on the fair market value of the Premises, each party shall designate a qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefore shall be determined by agreement of the appraisers so designated. If the two appraisers do not agree, they shall designate a third qualified industrial real property appraiser, and the fair market value of the Premises and the purchase price to be paid therefor shall be determined by a majority of the appraisers. If either party shall fail to appoint its appraiser within thirty days

after receiving demand therefor from the other party, such party shall have waived its right to appoint an appraiser, in which event the fair market value of the Premises and the purchase price to be paid therefor shall be determined by the appraiser appointed by the other party. If the appointment of the third appraiser is required and the two appraisers selected by the parties are unable to agree on the selection of the third appraiser, either party may petition any court of competent jurisdiction for the appointment of such third appraiser. The appraisers shall make their determination at least thirty days prior to the Option Date.

24.5 The sale of the Premises shall be closed on the Option Date, or on such other date as the parties may agree. Either party shall have the right to require the closing to be conducted by the escrow department of a title insurance company licensed to do business in the State of Oregon. Tenant shall pay the purchase price in cash on closing and shall pay all closing costs incurred in connection with the sale, including but not limited to escrow fees, title insurance (if Tenant desires title insurance) and excise or transfer taxes, if any. At closing, Landlord will convey the Premises by bargain and sale deed subject to all easements, restrictions, and encumbrances of record but free of any mortgage or lien granted by Landlord as security for Landlord's indebtedness.

24.6 If Tenant does not exercise the Option in accordance with the provisions of this lease, the Option shall expire.

24.7 No portion of the rent or any other sum payable to Landlord under this lease shall be applicable to the purchase price.

24.8 The parties acknowledge that the Premises includes only the land and does not include any improvements, whether now existing or hereafter constructed on the Premises.

24.9 Tenant agrees that Landlord has made no representations with respect to the Premises, or the condition thereof, and Tenant is not relying upon any representations by Landlord in entering into this Agreement. If Tenant exercises the Option, it shall purchase the Premises "AS IS" in its then existing condition.

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8. On or before April 15, 1989, Tenant shall pay to Landlord all past due rent under the Lease, with interest thereon as provided in Article 15.4 of the Lease.

9. Except as specifically set forth above, the Lease shall remain fully valid, binding and enforceable in accordance with its terms.

Dated: _____

LANDLORD

_____
WILLIAM H. ZAVIN II, as Trustee of the Bradavin Property Trust

TENANT **NORTHWEST MARINE IRON WORKS**

By_____
President

By_____
Vice President

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NWMAR139148

TONKON, TORP, GALEN, MARMADUKE & BOOTH
LAW OFFICES
1800 ORBANCO BUILDING
1001 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-1162
(503) 221-1440
TELECOPIER: (503) 274-8779
TELEX: 360823-HQ-PTL

March 1, 1989

COPY

HAND DELIVER

Mr. Kevin D. Padrick
Miller, Nash, Wiener,
Hager & Carlsen
3500 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, OR 97204

Re: Northwest Marine Iron Works/Southwest Marine, Inc.

Dear Kevin:

Enclosed is a copy of the agreement that has been reached between Northwest Marine Iron Works ("Northwest Marine") and Southwest Marine, Inc ("Southwest Marine"). You will note that the agreement provides for the payment to Willamette Savings and Loan Association ("Willamette") of the sum of $4,600,000 in full satisfaction of its loan to Northwest Marine. The sum will be paid at closing which is scheduled to be held on April 15, 1989. Northwest Marine's lease with Bradavin Trust will remain in place thereby assuring the continued payment of the obligations of Bradavin Trust to Willamette.

Southwest Marine is scheduled to have a team arrive at Northwest Marine on Monday, March 6, 1989 to commence due diligence. The president of Southwest Marine, Art Engel, is scheduled to arrive in Portland on Monday, March 13 to participate in negotiations relating to the proposed acquisition.

I have also enclosed a copy of an orderly liquidation appraisal prepared by Consilium, Inc. of the equipment owned by Northwest Marine. You will note that their opinion of the orderly liquidation value is $1,105,650. You should also note that much of the mobile equipment listed in the appraisal and valued at $99,600 is subject to a prior security interest in favor of certain union pension funds. Consequently, it would appear that the orderly liquidation value of the property in which Willamette has a security interest is approximately

$1,000,000. The costs of sale and costs relating to preservation pending sale would be deducted prior to any realization by Willamette.

Northwest Marine has also received an orderly liquidation value from Curtis, Slocum & McKenzie. They have not prepared a written appraisal report and have stated that such a report would require an additional two to three weeks. Their oral opinion of the value of the improvements in an orderly liquidation is between $4,000,000 and $5,000,000. They also stated that the costs of sale would range between 10 percent and 15 percent of the realized value. Curtis, Slocum & McKenzie did not consider the risks arising from the fact that the real estate upon which the improvements are located is owned by the Bradavin Trust. Obviously, the fact that the underlying real estate is owned by a different entity will impose significant risks on the position of the bank and any purchaser of the bank's interests. Northwest Marine did not ask Curtis, Slocum & McKenzie for an estimate of the length of time that would be required in order to market and sell the improvements. Obviously, a significant period of time would be required to market and sell the improvements, and there would be significant costs associated with preserving and protecting the improvements.

You should also keep in mind that there are in excess of $500,000 in real and personal property taxes owing to Multnomah County on the real estate and improvements. Those taxes continue to accrue at the rate of approximately $300,000 per year.

Based on the foregoing, Northwest Marine believes that the offer of Southwest Marine to pay $4,600,000 in cash will result in the immediate realization by Willamette of an amount in excess of that which would be realized in an orderly liquidation while eliminating the risks and opportunity costs involved in a liquidation. The following table will demonstrate that fact:

Orderly liquidation value		
- improvements	$4,500,000	(mid-range of estimate)
- equipment	1,000,000	
	$5,500,000	
Costs of sale - 10 percent	(550,000)	
Real and personal property taxes	(600,000)	
Estimated holding costs - 6 months	(50,000)	
Tax accrual - 6 months	(150,000)	
Available to Willamette	$4,150,000	

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I would request that you continue the hearing scheduled for March 8 so that we may have an opportunity to conclude the transaction with Southwest Marine.

Very truly yours,

ALBERT N. KENNEDY

Albert N. Kennedy

ANK:pw
Enclosures

cc: Mr. William H. Zavin II

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AGREEMENT

This Agreement, dated March 15, 1989, is made by and among **First Interstate Bank of Oregon, N.A.** ("**FIOR**"), **Southwest Marine, Inc.** ("**Southwest**") and **Northwest Marine Iron Works** ("**Northwest**").

Recitals

A. Northwest is indebted to FIOR both under Northwest's Second Amendment Plan of Reorganization, confirmed March 20, 1987 by the United States Bankruptcy Court for the District of Oregon (the "**Plan**") and that certain Loan Agreement dated _____, 1987 and the various addenda thereto, whereby FIOR agreed to provide post-confirmation financing to Northwest (the "**Revolving Credit Agreement**").

B. Pursuant to a Letter Agreement dated February 23, 1989 (the "**Letter of Agreement**"), Southwest has agreed, subject to various conditions, that Southwest and its shareholders shall purchase all of the issued and outstanding capital stock of Northwest. Among the conditions to be satisfied prior to the closing of such purchase (the "**Closing**") is agreement by FIOR to continue financing Northwest through the Closing and to discharge all of Northwest's obligations to FIOR on terms satisfactory to Southwest.

THEREFORE, for valuable consideration, including the mutual covenants set forth below, FIOR, Southwest and Northwest have agreed as follows:

1. Extension of Revolving Credit Agreement. FIOR shall extend the Revolving Credit Agreement through March 27, 1989 and shall continue to make advances to Northwest in accordance with the terms of such agreement through that date. FIOR shall further extend the Revolving Credit Agreement from and after March 27, 1989, subject to and upon the terms and conditions set forth in section 3 below.

2. Satisfaction of Revolving Credit Indebtedness. FIOR agrees that upon the Closing, FIOR shall accept, in full satisfaction and discharge of all of Northwest's obligations under the Revolving Credit Agreement, a sum equal to the balance then outstanding under the Revolving Credit Agreement less $1,250,000 (the "**Revolving Credit Settlement**"), provided that such sum is paid to FIOR within two business days after the completion of the Closing. Southwest agrees that upon completion of the Closing, it shall provide to Northwest sufficient funds to enable Northwest to pay the Revolving Credit Settlement.

3. Revolving Credit L.C.

(a) Southwest shall complete its due diligence as provided in the Letter of Agreement. Should Southwest be satisfied with the results of its due diligence, Southwest shall provide, or cause Northwest to provide, to FIOR no later than March 27, 1989, a standby letter of credit (the "**Revolving Credit L.C.**") as more fully described below. The Revolving Credit L.C.

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shall be issued by Wells Fargo Bank or another financial institution reasonably satisfactory to FIOR. The amount of the Revolving Credit L.C. shall be no less than the outstanding balance of Northwest's indebtedness under the Revolving Credit Agreement as of the last business day prior to issuance of the Revolving Credit L.C., less $1,250,000, and it shall be no greater than $3,250,000 (the total borrowing limit of $4,500,000 under the Revolving Credit Agreement less $1,250,000). The Revolving Credit L.C. shall expire June 1, 1989.

(b) Provided that the Revolving Credit L.C. is issued to FIOR as provided above, FIOR shall extend the Revolving Credit Agreement through the Closing or May 31, 1989, whichever first occurs, and shall loan to Northwest under the Revolving Credit Agreement up to a total indebtedness at any time outstanding the sum of the Revolving Credit L.C. plus $1,250,000, irrespective of the amount of Northwest's eligible accounts or inventory.

(c) Should the Closing be completed and FIOR not receive the full Revolving Credit Settlement within two business days thereafter, or should the Closing not be completed by May 31, 1989, FIOR shall be entitled to draw against the Revolving Credit L.C. for the full Revolving Credit Settlement, whereupon Northwest shall be discharged and released from any further liability under the Revolving Credit Agreement.

(d) Upon issuance of the Revolving Credit L.C. to FIOR as provided above, FIOR and Southwest shall enter into an intercreditor agreement providing that in the event FIOR draws upon the Revolving Credit L.C., FIOR and Southwest shall cooperate in the collection, liquidation or disposition of Northwest's receivables arising from and after March 20, 1987 and Southwest shall receive all the proceeds of such receivables until Southwest has recovered the full sum of all draws upon the Revolving Credit L.C., together with interest and any other fees charged to Southwest by the issuer of the Revolving Credit L.C. as a consequence of such draws.

4. Plan Debt and Collateral.

(a) FIOR agrees that it shall accept, in full satisfaction and discharge of all of Northwest's indebtedness under the Plan, the sum of $3,400,000 as provided below (the "**Plan Debt Settlement**").

(b) Upon or within two business days after completion of the Closing, Southwest shall provide, or cause Northwest to provide, to FIOR an additional standby letter of credit (the "**Plan Debt L.C.**") in an amount equal to $3,400,000 less any and all amounts received by FIOR on and after the date of this Agreement and prior to issuance of the Plan Debt L.C. from or with respect to any of the collateral securing Northwest's obligations to FIOR under the Plan. The Plan Debt

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L.C. shall be issued by Wells Fargo Bank or such other financial institution as shall be reasonably satisfactory to FIOR. The Plan Debt L.C. shall expire 90 days after it is issued.

(c) Prior to expiration of the Plan Debt L.C., FIOR shall be paid the Plan Debt Settlement. When FIOR has received such sum, the Plan Debt L.C. shall be fully released and terminated. In the event that FIOR has not received the Plan Debt Settlement on or before the third business day before expiration of the Plan Debt L.C., FIOR shall be entitled to draw upon the Plan Debt L.C. for the remaining portion of the Plan Debt Settlement then unpaid, whereupon the Plan Debt L.C. will be released and terminated and any and all further obligations of Southwest and Northwest to FIOR under this Agreement shall be fully discharged.

5. Assignment or Release of Collateral. Upon Payment of the Revolving Credit Settlement and provision of the Plan Debt L.C. as provided in section 4 above, FIOR shall release and reconvey to Northwest, all of FIOR's right, title and interest in and to any collateral of any nature securing Northwest's obligations to FIOR.

6. Amendment of Letter Agreement. Northwest and Southwest agree that the Letter of Agreement shall be amended to reflect the provisions of this Agreement.

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7. Further Acts. Each of the parties agrees to execute and deliver all such further instruments, documents and agreements, and take all such additional acts, as may be reasonably required to fully carry out the provisions of this Agreement.

IN WITNESS WHEREOF, FIOR, Southwest and Northwest have executed this Agreement as of the date first set forth above.

FIRST INTERSTATE BANK OF OREGON, N.A.

By_____

Its_____

SOUTHWEST MARINE, INC.

By_____

Its President

NORTHWEST MARINE IRON WORKS

By_____

Its President

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DUE DILIGENCE CONTACT POINTS
NORTHWEST IRONWORKS, INC.

DEPT	SWM	NWI
Legal	Lloyd Schwartz	Bruce Burnen
Financial	Jim Nakamura Andy Resnick	Gil Miller
Insurance/Benefits	Ellen Vinck	L. McGilvary
Personnel/Labor	Mike Adams	B. Birch
Environmental/Safety Drydocks/Facility/Environ.	Paul Witherspoon Bruce Gair	Lynn Mills J. J. Coleman
Okinawa Progress	Al Ovrom	J. J. Coleman
Contracts	Bob McKay	J. Jozwick
Data Processing	Dennis Henderson	Gil Miller

NWI (503) 285-7557

NMIW REQUEST FOR EQUITABLE ADJUSTMENT
FOR USS OKINAWA (LPH-3)
EXCESS FUEL OFFLOAD

EXECUTIVE SUMMARY

The USS OKINAWA (LPH 3) was to have been defueled by the Government by the published (and agreed to) milestone date of 19 June 1988 so that NMIW could proceed with planned and scheduled work. Although the Government ceased defueling operations on USS OKINAWA on 19 June 1988, the fuel tanks were not defueled to the extent prescribed by the contract. When NMIW notified the Government that significant amounts of fuel remained in ship's tanks, the Government directed NMIW to remove this excess liquid. NMIW then proceeded to remove the excess liquid in order to start originally scheduled work.

As a result of having to remove the excess liquids from USS OKINAWA, NMIW experienced the following disruptive effects.

* Direct costs incurred to accomplish the removal of fuel/liquids in excess of amount specified by contract.

* Delay/disruption to NMIW contract work activities scheduled to start during the period 20 June 1988 - 6 July 1988 due to inability to conduct hot work in various areas of the ship while fuel was onboard.

* Rescheduling "as planned and scheduled" work activities; working around impacted work activities

* Downstream impact to work activities scheduled to follow initially impacted work (predecessor/successor relationships on both critical path and non-critical path activities; "ripple effect").

NMIW submitted its request for equitable adjustment (REA) for removal of the excess fuel from USS OKINAWA on 19 September 1988. This REA for $1,258,689.00 is based on both documented and anticipated costs resulting from the impacts known at the time of submittal. Actual performance on contract work subsequent to the initial submittal has continued to confirm the REA analysis. Contract data supporting our calculations was provided to the Government for their review. The Government's technical and DCAA reviews have been completed. Several attempts to reach a negotiated settlement with the Government's on-site Authorized Contracting Officer (ACO) have been made. No negotiated settlement has been achieved as of this time.

Pursuant to the terms of the contract, NMIW was required to submit its Request for Equitable Adjustment defining specific causes and effects of Government actions/inactions. In addition, specific supportive documentation is required to justify the Contractor's position. NMIW provided the documentation required by the contract and by technical and DCAA audit.

Negotiations have revealed that the Government's position is based on an empirical analysis that does not address specific characteristics of the contract performance.

To date, the Government has not disproved the facts, documentation or methodology provided by NMIW.

PORTLAND SHIP REPAIR YARD — STATISTICAL SUMMARY
MARKET STRATEGY — February 7, 1989

Total Sales $mm	PSRY Current	PSRY 5 Yr.Goal	Market Available
Alaska Tankers	$ 75	$ 90	$ 100
Handy Size Tankers	10-15	10-15	30
Navy	30-40	60-70	125-150
Other Government	15	25	40-50
Cruise Ships	8	12-15	30
U.S. Flag Cargo	5	10	30
Foreign Flag Cargo	3	5	30
Tugs, Barges, Fishing	0.5	5	10
Industrial Fabrication	20	50	50
Shipbuilding	0	150	$ 500
Diversification	$ 0.5	$ 1	N/A
Total:	$147-167	$447-465	$945-980

Total FTE's	PSRY Current	PSRY 5 Yr.Goal	Market Available
Alaska Tankers	750	900	1,000
Handy Size Tankers	130	130	260
Navy	400-500	700-800	1,200-1,500
Other Government	150	250	500
Cruise Ships	100	175	400
U.S. Flag Cargo	50	100	300
Foreign Flag Cargo	30	50	300
Tugs, Barges, Fishing	5	50	100
Industrial Fabrication	300	600	600
Shipbuilding	0	400	1,500
Diversification	10	200	N/A
Total:	1,925-2,025	3,555-3,655	6,160-6,460

PSRY Revenue $000's	PSRY Current	PSRY 5 Yr.Goal	% Mkt. Share	PSRY $/ Yard Hr.
Alaska Tankers	$6,485	$9,000	90	$5.00
Handy Size Tankers	1,231	1,500	50	5.77
Navy	1,525	3,900	40	2.44
Other Government	2,168	3,750	50	7.50
Cruise Ships	954	1,600	40	4.57
U.S. Flag Cargo	500	1,000	30	5.00
Foreign Flag Cargo	300	500	15	5.00
Tugs, Barges, Fishing	50	500	50	5.00
Industrial Fabrication	35	1,500	100	1.25
Shipbuilding	0	1,500	30	1.88
Diversification	960	1,500	N/A	3.75
Total:	$17,340	$25,000	50	3.57
PSRY $/Yard Hour	$4.33	$3.57		

Elements: This segment is the fifty tankers trading to Valdez, AK, the southern terminus of the Trans-Alaska Pipeline, including four Liberian flag ships trading via the Cape to the Virgin Islands. All of these ships are drydocked and repaired on nominal two-year intervals with random intermediate repair events which may or may not involve drydocking. This is a mature global market.

Drivers: Production and development of Alaskan oil transported by sea to the Lower 48 for refining and consumption determines the work available. The well head price of oil determines the extent of future development work that will replace the 50 percent of proven reserves already pumped.

Sensitivity: Labor price and productivity determine success. The size of these ships limits the number of competitors in the region. When project size reaches $2.5 million, Far East shipyards are successful because of cheap labor.

Seasonality: These ships serve West and Gulf Coast refineries which are at their busiest in the winter months. Consequently, most of these work opportunities occur in the non-winter months.

Cyclicality: Production of Alaska North Slope crude, currently about 2 million barrels per day, will (without further work to develop new production) decline in the long run and cause a slow, steady decline in the demand and numbers of tankers in the trade in the next 5-8 years.

Competition: Global and fragmented. Far East shipyards, primarily Korea and Singapore, are the main competition for this work.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$75	$90	$100
Ship Numbers	15-20	20	25
FTE's	750	900	1,000
Percent	75	90	100

Competitive Analysis: Drydock No. 4 provides PSRY with competitive leadership. Actually performing the work has enabled PSRY to develop unmatched expertise and short performance times. The weak dollar, or the strong Japanese yen and rapidly appreciating Korean won have blunted competition from the Far East. The controlled economy and political stability of Singapore present competition in this segment. Other West Coast shipyards do not pose a meaningful threat.

Favorable Trends/Opportunities:

- The aging tanker fleet will provide larger repair packages that include more tank coating replacement.
- A continued weak dollar in relation to Far East currencies will make competition less intense.
- Ship repair costs in the Far East will continue to rise as the standard of living in the Far East rises.

Unfavorable Trends/Risks:

- The lack of development of further Alaskan oil reserves would cause a severe slump in out years.
- The economies of scale, pipeline competition in the Lower 48, and decline in Alaskan oil output will cause a slow, steady decline in ship opportunities.
- The current $14/barrel price of crude oil hampers Alaskan oil development and currently raises demand, accelerating the gradual decline in tanker demand.
- Pressure to export Alaskan oil (as now allowed in increment by the Canada Free Trade Agreement) or allow foreign flag ships in the trade will continue.
- Further methods of circumventing the ad valorem duty on foreign repairs to U.S. flag ships will be sought.

Overall Assessment of Potential: The Alaska oil tanker market will continue in slow decline. U.S. dollar weakness will continue to benefit PSRY. No significant changes will impact this business in the foreseeable future. The intensity of the competition will diminish, increasing the profit potential. The threshold of project size subject to foreign competition will continue to rise.

Strategic Fit: Primary, revenue production, secondary, jobs generation.

Strategy: Maintain market leadership. Retain flexibile pricing to adjust to market forces and the intensity of competition. Thwart attempts to modify the Jones Act. Support efforts to strengthen the ad valorem duty. Add new competitive advantages such as the coating factory barge concept from Nakata Gumi. Create alliances with key customers. Participate in industry events and trade shows.

Sales Role: Indirect

PORTLAND SHIP REPAIR YARD — HANDY SIZE TANKERS
MARKET STRATEGY — February 7, 1989

Elements: This segment is tankers, other than Alaska tankers, that trade to or along the U.S. West Coast. 15-20 ships of this type are available depending upon the demand for the movement of refined products, the so-called "drug store" trade. These ships are drydocked for repair at nominal two year intervals with an intermediate non-drydock repair event. This is a mature market.

Drivers: The underlying driver in this market is demand for and distribution of refining capacity for gasoline, jet fuel and heating oil. In the long run, the pattern of refining and distribution will remain steady owing to low crude prices and the surplus of refining capacity.

Sensitivity: Labor price and productivity determine success. Many West and Gulf Coast shipyards have facilities to address the need. When project size exceeds $2.5 million, Far East shipyards are successful.

Seasonality: These ships derive their cargos from refineries which are at their busiest in the winter months. Most of the work is available in the non-winter months although they appear at other times for repair.

Cyclicality: Demand for refined oil products is rather steady making this market stable. Extremes in weather can incrementally affect demand.

Competition: Global and fragmented. Canadian, West Coast and Gulf Coast shipyards compete for this work along with Korean and Singapore shipyards.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$10-15	10-15	$30
Ship numbers	10	10	15-20
FTE's	130	130	260
Percent	50	50	100

Competitive Analysis: PSRY currently enjoys a relative labor price advantage over other West Coast competition. There are five other West Coast yards that vie for the work. Coupled with PSRY's developed expertise for quick redelivery, a dominant share is derived. When the work package exceeds $2.5 million, owners can reasonably consider Far East yards, but that threshold is moving upward.

Elements: This segment is repair, overhaul and modernizing of U.S. Navy conventionally powered surface combatants, amphibious assault, fleet support auxiliaries, and other service craft stationed or deployed on the West Coast. Of the 180 ships in this category 7 are stationed in the Puget Sound homeport area and 7-8 are made available from other homeport areas for coastwide competition each year. This is a mature market that is a monopsony.

Drivers: The driving force for this market is the Navy budget coupled with repair spending policy. Both are politically volatile. Further influences are the deployment of naval assets and the creation of strategic homeports for these assets in the region. Both factors are increasing slowly within the constraints of the budget.

Sensitivity: This market is sensitive to political process and PSRY's ability to compete with California shipyards that have developed expertise at "playing the game". The work requires a larger management structure than commercial ship repair.

Seasonality: Navy work is generally not seasonal.

Cyclicality: The Navy's ship build up is at an end. Replacement ships will be built at the rate of 15-20 per year. Traditional shipbuilders will be vying for repair work. The Navy will tend toward smaller though more frequent repair packages on individual ships.

Competition: Regional and fragmented. The Long Beach Naval Shipyard, Pearl Harbor Naval Shipyard, Puget Sound Naval Shipyard, Todd Seattle, Southwest Marine (3 locations), Continental Maritime and National Steel and Shipbuilding are the main competitors. All are close to the homeported work.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$30-40	$60-70	$125-150
Ship Numbers	2-3	3-4	7-8
FTE's	400-500	700-800	1,200-1,500
Percent	30	50	100

Competitive Analysis: Shipyards with a volume of homeported ships are able to profitably pursue the bulk of the work. They bid coastwide competition at marginal profit or even a loss to control the market. Navy shipyards are kept near capacity by the Navy. The advent of the Everett homeport facility (1992) will increase the work available to fewer competitors. Navy work is a job generator that requires aggressive pricing.

Favorable Trends/Opportunities:

- The advent of the Everett homeport will incrementally increase opportunity.
- The closure of the Long Beach Naval Shipyard, a major competitor for this work, is being discussed.
- A new upgrade program for 43 ships at $50 million each, 1052 Upgrade, may produce new opportunity.

Unfavorable Trends/Risks:

- The work available has a defined ceiling in volume and a large, intense competitive arena. The Navy's procurement process allows them to place work in the shipyards that they want to survive.
- Budget pressure will force the Navy to draw out ship repair funding in favor of procuring new programs.
- Traditional shipbuilders like NASSCO and Todd will compete intensely for this work to stay busy.
- Loss of contractor capability to perform complex Navy overhauls and modernizations is a possibility.
- Navy perception that PSRY is not a viable competitor or a shipyard they want to survive is possible.
- Unfavorable political outcomes that diminish the clout of the Oregon delegation could adversely affect PSRY.
- Dramatic reductions in Navy spending or change in Navy mission are possible.

Overall Assessment of Potential: Through flexibility in pricing and increasing productivity, it is possible to selectively increase PSRY's share of this market. The continuation of contractor capability to pursue this work is critical. Balancing this less profitable work with other more profitable work is also essential.

Strategic Fit: Primary, jobs generation, secondary, revenue production.

Strategy: Create and grow a market niche. Assist in maintaining and growing the contractor capability of pursuing surface combatant repair. Retain pricing flexibility. Balance revenues with other more profitable work to attract this stable jobs producer. Participate in industry events and trade shows. Create alliances with key managers in the Navy establishment.

Sales Role: Indirect

PORTLAND SHIP REPAIR YARD — OTHER GOVERNMENT
MARKET STRATEGY — February 7, 1989

Elements: This segment includes ships of the Military Sealift Command (MSC, the non-combat branch of the Navy), U.S. Coast Guard (USCG), National Oceanographic and Atmospheric Agency (NOAA), U.S. Army Corps of Engineers (COE), Alaska Marine Highway System (AMHS) and the U.S. Maritime Administration (MarAd). There are 40-50 such ships available to PSRY depending upon mission needs and deployments. MSC is a growing part of this otherwise stable market owing to increased emphasis on intelligence gathering in the Pacific. These ships are nominally available for drydocking every two years with an intermediate non-drydock repair period. This segment generally does not require highly developed technology or a large management staff to pursue. This is a mature market.

Drivers: Defense spending and mission needs. Though these ships are not homeported, many are "forward deployed" and repaired in the Far East to maximize mission time.

Sensitivity: This market is sensitive to the political process as well as labor price and productivity.

Seasonality: Only the AMHS work which is performed during winter lay-up period and some MSC work is seasonal.

Cyclicality: The availability of this work depends on sponsor spending policy and the legislative budget process. When defense is a priority, work is abundant.

Competition: Global and fragmented. Primary competition is from 8-10 West Coast shipyards, Hawaii, Korea and Japan. Some work is restricted to a California base of operation or includes a bid interport differential that intensifies competition or dramatically lowers profit. Alaska's new Ketchican Shipyard is the key AMHS competitor.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$15	$25	$40-50
Ship Numbers	12-18	25	40-50
FTE's	150	250	500
Percent	30	50	100

Competitive Analysis: PSRY enjoys a competitive advantage against California shipyards, with higher wages and infrastructure owing to their 90 percent reliance on Navy work. Still, regional low overhead operations and "end game" players can attract a portion of this work, particularly those non-drydock repair periods.

Favorable Trends/Opportunities

- The aging fleet will mean larger repair packages.
- 15 added TAGOS intelligence ships and currently increasing Pacific emphasis will mean more work.
- Emerging opportunities to provide a Portland base of operations for cable ships, TAGOS ships and others, if pursued, could provide competitive advantage.
- The advent of STC's cable factory in Portland and its connection to the military will increase opportunity.

Unfavorable Trends/Risks:

- "End game" players and low overhead operations will persist, making at least some work difficult to attract.
- New requirements for performance bonding by Marad and NOAA foreclose participation by undercapitalized players in some work.
- Unfavorable political outcomes that diminish the clout of the Oregon delegation in Congress are a risk.

Assessment of Potential: This market and PSRY's access to it will continue to grow. Success could be enhanced by the nearby basing of a portion of these ships. Elimination of interport differentials and performance bonding would greatly increase opportunity. All require the active support of the Oregon Congressional delegation.

Strategic Fit: Primary, revenue production, secondary, job generation.

Strategy: Seek market leadership. Create a perception that Portland offers assets that both repair the ships and support the mission of the ships. Work closely with the customer and the delegation to obtain positive outcomes on interport differentials, basing and bonding. Create alliances with key managers in the ship operating establishment. Participate in industry events and trade shows.

Sales Role: Indirect for ship repair, direct for mission support opportunities.

PORTLAND SHIP REPAIR YARD — CRUISE SHIPS
MARKET STRATEGY — February 7, 1989

Elements: This segment includes the 27-28 cruise ships trading in summer to Alaska or year round in the Mexican Riviera or Hawaii. These ships drydock annually based on the cruise schedule planned 24-30 months in advance. About half of these ships also trade to the Caribbean and repair in Virginia and Florida. This is an emerging market.

Drivers: The driver in this market is leisure spending and the value of the U.S. dollar. Both are working to grow this market at about 10 percent per year. The industry is also in the process of consolidating for economies of scale and market access.

Sensitivity: Due to the very high daily earning capacity of these ships, the owner is very concerned about quick and reliable turnaround to meet schedule. The contractor is expected to handle emergent and unexpected work without disruption.

Seasonality: These ships are mainly available in April-May and September-October when entering and leaving the Alaska market. This creates peaks in drydock demand that have already foreclosed some opportunity for PSRY.

Cyclicality: This market is in a growth cycle. However, there is continuing debate in and out of the industry over the ability to continue to grow. Saturation of destinations is the current end point of expansion.

Competition: Global oligopoly. Versatile Pacific in Vancouver, B.C., is the main regional competitor with occasional work flowing to Todd Seattle and Southern California shipyards. Ships trading to the Caribbean frequently repair in Florida.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$8	$12-15	$30
Ship Numbers	5	8	20
FTE's	100	175	400
Percent	20	40	100

Competitive Analysis: PSRY has a relative advantage in the quality of the facility at Drydock No. 4. This market segment competes with the Alaska tankers for access to the drydock. PSRY enjoys a price and perceived quality of work advantage over other U.S. West Coast shipyards.

Favorable Trends/Opportunities:

- This market will increase until cruise destinations are saturated.

- In conjunction with other metropolitan development like the Convention Center, it is very important that Portland's perception as a cruise destination or embarkation point be enhanced.

- Significantly increasing market share will require the creation of repair and drydock capacity to meet customer needs.

Unfavorable Trends/Risks:

- This market segment produces increased pressure to change the Jones Act to allow these foreign flag ships to trade between U.S. ports.

- Raising awareness that PSRY delivers a quality product on time is critical to success.

- PSRY's relative labor cost and productivity advantage must continue to avoid work going elsewhere.

Overall Assessment of Potential: The cruise industry will continue to grow and consolidate with a few major players dominating the market under various brand names. Further Alaskan destinations will be developed in conjunction with train and bus excursions to avoid saturation. Demand for short, highly concentrated repair periods with reliable redelivery will increase.

Strategic Fit: Primary, revenue production, secondary, job generation.

Strategy: Seek market leadership. Work with PSRY Operations to rationalize drydock utilization to meet growth potential. Develop amenities and perceptions for Portland as a viable cruise destination. Build on the existing reputation for short, timely delivery. Support efforts to develop tourism infrastructure. Offer aggressive pricing to the first time customer to penetrate the market. Participate in industry events and trade shows.

Sales Role: Indirect, for established users, direct for new users.

PORTLAND SHIP REPAIR YARD — U.S. FLAG CARGO
MARKET STRATEGY — February 7, 1989

Elements: This segment includes the U.S. flag cargo ships trading from the U.S. West Coast. The U.S. Merchant Marine, except for domestic commerce secured by the Jones Act, is in advanced decline. The U.S. non-tanker cargo fleet consists of about 370 ships. Of this total approximately 120 are trading in the Pacific, the numbers varying according to trading demands. Nominally, these ships drydock at two-year intervals. This is a declining market.

Drivers: The driver in this market is the volume of Pacific Rim trade together with the portion carried on U.S. flag ships and the first port of call for cargo distribution on the West Coast. U.S. maritime policy determines the health of the industry. For the last eight or more years, government intervention/subsidy has been absent.

Sensitivity: This segment is sensitive to labor price and productivity and the large interport differential assessed to PSRY bids to offset the cost of bringing the ship here without cargo.

Seasonality: Although this work is not seasonal, ship owners in this segment would prefer to come to PSRY in the non-winter months to insure a quality exterior coating job.

Cyclicality: The U.S. Flag cargo fleet is in precipitous decline that is expected to continue without a meaningful U.S. maritime policy that includes major subsidies.

Competition: Global and fragmented. Domestic competition comes from Todd Seattle and occasionally other West Coast shipyards. Korea, Japan and Singapore take the bulk of the work internationally.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$5	$10	$30
Ship Numbers	5	10	30
FTE's	50	100	300
Percent	15	30	100

Competitive Analysis: PSRY is at a competitive disadvantage in pursuing this work. Since Portland is not a destination port for U.S. flag cargo ships it will be difficult to do more than maintain the current share of market. Recently, however, three Sea-Land ships trading to Alaska from Seattle were awarded to PSRY over Canadian competition.

Favorable Trends/Opportunities:

- Costs for repairs in the Far East will continue to rise as the standard of living in the Far East rises.

- As development of a U.S. flag carrier presence in Portland becomes attractive, work opportunities will increase.

Unfavorable Trends/Risks:

- Without a coherent national maritime policy, the U.S. merchant marine will continue its precipitous decline.

- Unless Portland can attract a major U.S. berth line operation, it will be difficult to make more than incremental inroads in this segment.

- Pressure will continue to find methods of mitigating the ad valorem duty on foreign repairs.

- The Navy will continue to buy and place in reserve militarily useful U.S. or reflagged foreign ships to meet maritime mobilization needs.

- PSRY's cost advantage over other U.S. West Coast shipyards generally cannot overcome the interport differentials assessed to bids.

Overall Assessment of Potential: The U.S. flag cargo market will continue at its current level in the short run. There will be no coherent national maritime policy. In the long run, this market will decline. Some intermittent success, such as the recent Sea-Land jobs, will occur. However, these will not generally be sustained.

Strategic Fit: Primary, revenue production, secondary, jobs generation.

Strategy: Create a market niche. Work with the Marine Department to attract a U.S. berth line operator when the opportunity arises. Retain price flexibility to attract targeted opportunities when the work is needed to fill schedule gaps. Support efforts to strengthen the application of ad valorem duty. Support efforts to increase the active U.S. merchant marine.

Sales Role: Indirect

PORTLAND SHIP REPAIR YARD — FOREIGN FLAG CARGO
MARKET STRATEGY — February 7, 1989

Elements: This segment includes the foreign flag cargo fleet trading to the U.S. West Coast and specifically those that comprise over 2,000 ship calls made to Columbia River ports each year. These include bulk grain ships, log and chip carriers, container ships and auto carriers. These ships drydock on a nominal two-year schedule. This is an emerging market.

Drivers: Trading patterns, incentives provided by the flag nation, and attractive ship repair prices in the Far East drive this work elsewhere. Traditionally, PSRY contractors perform necessary voyage repairs at anchor or the loading berth as well as the occasional collision or grounding related drydocking.

Sensitivity: Foreign exchange rates equating to a weak dollar have a favorable influence on this segment. The dramatic rise in the value of the Japanese yen against the U.S. dollar may make it attractive for Japanese-owned ships to repair in PSRY.

Seasonality: This work is not seasonal. The ship owner would prefer to come to PSRY during non-winter months to obtain the best exterior coating job.

Cyclicality: The number of job opportunities is growing dramatically with the increase in Pacific Rim trade. This growth is expected to continue for the foreseeable future.

Competition: Global and fragmented. Far East shipyards and Versatile Pacific in Vancouver, B.C., are the primary competitors for this work.

Share:	**PSRY Current**	**PSRY Goal**	**PSRY Available**
Total Sales $mm	$3	$5	$30
Ship Numbers	3	5	30
FTE's	30	50	300
Percent	10	15	100

Note: Figures do not include ship repairs at cargo berth.

Competitive Analysis: PSRY is at a competitive disadvantage for the bulk of this segment. The continued rise in the strength of the Japanese yen may make it attractive for the Japanese to repair a portion of their ships in PSRY. Alliances and incentives might increase market penetration however, it is not possible to overcome Far East incentives or pricing for the majority of work.

Favorable Trends/Opportunities:

- Through creation of alliances with the Japan ship owning and shipbuilding community, it may be possible to attract some of these ships for repair and warranty work in PSRY.

- Costs for repairing in the Far East will continue to rise as the standard of living in the Far East rises.

- The development of local incentives through shippers and terminals could provide additional opportunity.

- The development of incentives through alliance with other large Far East firms, such as Hyundai, could provide additional opportunity.

- The export of ship repair services, if made part of multilateral trade talks, could improve opportunity.

Unfavorable Trends/Risks:

- Dramatic increase in the value of the U.S. dollar.

- Further agreements such as the Canada Free Trade Agreement which place PSRY at disadvantage.

- Further aggressive incentives by the flag state.

Overall Assessment of Potential: Success in this market will require efforts on several fronts. First, alliances should be created with the Japanese ship owning community. The export of ship repair services should be made a trade issue, requiring some balance between trading partners. Given the need to balance PSRY's portfolio, this effort is worth the investment.

Strategic Fit: Primary, job generation, secondary, revenue production.

Strategy: Create a niche market share. Work to create a presence and alliances with the Japanese ship owning community and other large Far East firms such as Hyundai. Develop local incentives with shippers and terminals to enhance opportunity. Support efforts to make the export of ship repair services a trade issue. Aggressively price the first time customer and fleets of work.

Sales Role: Direct

PORTLAND SHIP REPAIR YARD TUGS, BARGES, FISHING VESSELS
MARKET STRATEGY February 7, 1989

Elements: This market includes the tugs, barges and fishing vessels trading on the Columbia River, in Puget Sound, to Alaska and to Hawaii. There are over 600 "pieces of equipment" that fall into this category. With the exception of the Columbia River tugs and barges, these vessels drydock annually. Individually, these events are not significant compared with a large ship drydocking. However, in the aggregate it is a significant opportunity. The operators perform much of their own work and the 15-20 competitors that serve this market have developed a work style that meets the customer requirements. Generally, the owner has a small budget and pays slowly. The "hodgepodge" of elements here are emerging and declining.

Drivers: The drivers in this market are the export of grain and the Pacific ground fish industry. Both are currently on the upswing.

Sensitivity: Low labor price and high productivity are required. The value of the facility provided to support this segment is quite low. The facility required is less sophisticated than offered by PSRY.

Seasonality: Generally, this work is not seasonal.

Cyclicality: Fishing is a fast growing part of this segment. Soviet and Japanese processors are working with U.S. fish boats and U.S. processors are rapidly displacing the foreign. There is increasing work opportunity in converting fish processors and fishing vessels to meet the specific needs of the catch.

Competition: National and fragmented. Primary competition for tug and barge work comes from three boat yards on the Columbia and six boat yards in Puget Sound. Fishboat conversion competitors are mainly on the U.S. Gulf Coast.

Share:	**PSRY Current**	**PSRY Goal**	**PSRY Available**
Total Sales $mm	$0.5	$5.0	$10
Equipment Numbers	5	10	100
FTE's	5	50	100
Percent	5	50	100

Competitive Analysis: Equipment owners perceive PSRY as "too big" to meet their needs. Local tugs and barges are used as fill-in work for schedule gaps. The growing market for fishboat and processor conversions provide the best opportunity. This work currently goes to U.S. Gulf and Puget Sound boat yards. They are busy and prices are rising. Generally, these conversions require performance bonding which is difficult for PSRY contractors to obtain.

Favorable Trends/Opportunities:

- Specific, large tug and barge work will continue to come to PSRY at the current pace.

- Large U.S. processors will continue to replace foreign processors, providing added opportunity for PSRY.

- Growth in the ground fish industry will continue in the short run, providing opportunity for overflow work from Gulf and Puget Sound boat yards.

Unfavorable Trends/Risks:

- Development of market-specific work styles, allowing the owner to do much of his own work will only develop according to PSRY need.

- Some mechanism to replace performance bonding will have to be found to participate in most fishboat and processor conversion work.

- Small local tug and barge needs will continue to be met mainly by the traditional tug and barge yards.

Overall Assessment of Potential: PSRY's share of the large tug and barge market will remain steady. Work opportunities for the conversion of fishboats and fish processors will be pursued. Some overflow work from the traditional boat yards will increase PSRY's share of this market, provided a method of replacing performance bonds can be found.

Strategic Fit: Primary, job generation, secondary, revenue production.

Strategy: Leverage current strengths and maintain the current share of large tug and barge work. Create a niche market share in the conversion of fishboats and fish processors. Assist PSRY contractors in obtaining a performance bond replacement. Participate in industry events and trade shows.

Sales Role: Direct, for the new user, indirect for the established user.

PORTLAND SHIP REPAIR YARD **INDUSTRIAL FABRICATION**
MARKET STRATEGY February 7, 1989

Elements: This segment includes industrial projects that require waterfront property, shop facilities, utilities and a skilled work force. Specifically, these include modular onshore and offshore exploration and production facilities for Alaska and California oil and for Alaska minerals. This is an emerging market.

Drivers: These projects are driven by the need to develop these resources and the availability of capital. The underlying drivers are the price and demand for oil and minerals sought. Environmental concerns are also a major factor in the progress of these projects. Currently, the U.S. imports almost half of its oil needs. This is the major contributor to the U.S. trade deficit. Further, Alaska provides one quarter of the U.S. oil production and half of developed reserves have been pumped. Alaska has a stated objective of increasing coal and mineral exports. California has potential for further major development of offshore oil reserves, but environmental pressures make it less attractive.

Sensitivity: Location, labor price and productivity drive the allocation of industrial projects.

Seasonality: Projects for the Alaska North Slope Fields are performed with an end-date in July, providing work in the winter months. Other projects are performed at all times of the year.

Cyclicality: Major and protracted decline in the well head price of oil means fewer projects will be performed. Currently, development budgets are increasing.

Competition: Global. Puget Sound (specifically Tacoma and Anacortes) and U.S. Gulf fabrication sites and Far East shipyards provide the main competition.

Share:	**PSRY Current**	**PSRY Goal**	**PSRY Available**
Total Sales $mm	$20	$50	$50
Project Numbers	1-2	2-3	2-3
FTE's	300	600	600
Percent	50	100	100

Competitive Analysis: The ability to provide industrial facilities in a metropolitan setting provides PSRY with a distinct advantage over other regional competitors. Further regional advantage comes from the favorable labor environment. The rush to develop waterfront land in other ports is rapidly foreclosing their participation. Tacoma is converting its potential to terminal facilities.

Favorable Trends/Opportunities:

- In the long run, Alaska and California oil development will continue to provide opportunity.
- Alaska's stated objective of mineral and coal development will provide new opportunities.
- The development of PSRY industrial fabrication assets is low in cost when measured by the jobs created.
- Local labor will continue to work with PSRY to attract these projects.

Unfavorable Trends/Risks:

- In the short run, the low price of oil will continue to create a pent up demand for these projects.

Overall Assessment of Potential: Alaskan oil development will continue. California oil development may follow. Alaska mineral development will occur, but slowly. PSRY will continue to enjoy an advantage over regional competition through cooperation with labor and development of added assets. This segment will provide meaningful, high-paying jobs for Portland.

Strategic Fit: Primary, jobs generation, secondary, revenue production.

Strategy: Seek market leadership. Develop new industrial facilities in the Swan Island Lagoon. To the extent possible, shift the cost of facility development to the user. Create alliances with the project owners, notably ARCO and Exxon to be perceived as providing added value vis a vis competition. Continue to work with organized labor, State government and the Oregon Congressional delegation to obtain positive outcomes. As approved, work to realize the devlopment of oil resources in the Arctic National Wildlife Refuge (ANWR). Participate in industry events and trade shows.

Sales Role: Direct

Elements: This segment includes small specialized military and commercial shipbuilding that requires the unique assets of PSRY, specifically the large, indoor shops and land-level launching capability that will suit metal or composite structures about 200 feet long. This is an emerging pocket of an otherwise declining market.

Drivers: Large commercial shipbuilding and the Navy's major program to develop the 600-ship Navy have ended. There remains a market for Navy patrol, surveillance and mine warfare vessels and commercial ferries, oceanographic survey ships, fishboats, fish processors and floating drydocks in the size range PSRY can accommodate. Specific programs include the Navy's Mine Hunter Class (MHC) ships (18 over the next 5-7 years), ocean surveillance (TAGOS SWATH) ships (15 over the next 5 years), fish processors (estimated 10 in the next 5 years) and Puget Sound and Bay Area high-speed ferries (10 over the next 5 years).

Sensitivity: Many of these projects are too large for the traditional boat builder and too small for the traditional shipbuilder to pursue. With modification, PSRY has the needed assets to serve the project, making the package competitive in the marketplace. The current PSRY contractors need to grow the expertise to be competitive, or PSRY can attract an existing shipbuilder or a well capitalized defense systems integrator or supplier.

Seasonality: This work is generally not seasonal.

Cyclicality: Military shipbuilding depends on the political budget process which can swing widely. Commercial shipbuilding depends on the development of viable opportunity in fishing and high-speed ferries.

Competition: Fragmented. U.S. Gulf Coast shipyards and downscale shipbuilders like Tacoma Boatbuilding are the primary competition.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$0	$150	$500+
Ship Numbers	0	1-2	10
FTE's	0	400	1,500
Percent	0	10-20	100

Competitive Analysis: The available resources at PSRY provide a competitive advantage, particularly in the case of composite or fiberglass hulls. Traditional shipbuilders do not have facilities or are currently using them for other purposes. Further, the available work force and worker training infrastructure make PSRY attractive.

Favorable Trends/Opportunities:

- A relatively small capital investment ($2.5 million) will change existing plant and equipment to provide stable revenue and employment.

Unfavorable Trends/Risks:

- Navy spending for these projects is subject to budget pressures and can be sporadic.
- All of the opportunities will be fiercely competed by the few who have facilities to meet project needs.
- PSRY, and West Coast shipyards in general, are at a labor cost disadvantage with Gulf shipyards.
- The development of a new PSRY branch business remote from current business will create customer uncertainty.

Overall Assessment of Potential: Particularly on the Navy MHC fiberglass mine hunter class ships, PSRY is in the best position ever to attract a shipbuilder. Work on this has surfaced three contenders: Bath Iron Works, Peterson Builders Inc., and Tacoma Boatbuilders. The schedule of further procurement by the Navy is uncertain. Long-range opportunity exists in the construction of floating drydocks for the Navy with MAN GHH of Germany.

Strategic Fit: Primary, job generation, secondary, revenue production.

Strategy: Create a niche market share. Invest in the necessary "deal driven" facility modifications and recover the costs in the term of the deal. Offer complete technical proposals for the facility, support infrastructure and incentive programs from the State. Work with the Oregon Congressional delegation to keep the programs alive. Aggressively sell to the customer.

Sales Role: Direct, to attract a shipbuilder, indirect to create alliances with existing Contractors.

PORTLAND SHIP REPAIR YARD — DIVERSIFICATION
MARKET STRATEGY — February 7, 1989

Elements: This segment includes protracted layberthing of commercial and military ships, rental of facilities for nonmarine or nonindustrial uses, dismantling of submarines and other opportunities not conveniently segmented elsewhere. These opportunities arise from the combined intelligence and analysis of two basic PSRY businesses, oil and defense. This is an emerging market.

Drivers: Drivers include oil development and defense spending. Allocation of military assets is sensitive to the political and defense process.

Sensitivity: To a great extent, this segment is sensitive to the political process.

Seasonality: This work is not seasonal.

Cyclicality: Defense Budget and the availability of oil development money make this segment cyclical.

Competition: Fragmented and declining. Other U.S. West Coast port facilities.

Share:	**PSRY Current**	**PSRY Goal**	**Market Available**
Total Sales $mm	$0.5	$1.0	N/A
Ship Numbers	6	10	N/A
FTE's	10	200	N/A
Percent	N/A	N/A	N/A

Competitive Analysis: For the layberthing of ships, PSRY and the Port have a unique asset: deep fresh water berths in a rather mild climate. PSRY has a competitive advantage over most U.S. West Coast locations in the pursuit of diversification opportunities. The public ownership and multi-user aspects of the facility are unique. The end point of capacity can be achieved by adding these incremental projects. It also provides PSRY with added stable revenue.

Favorable Trends/Opportunities:

- The Navy needs to maintain a maritime mobilization capability in reserve to offset the decline in the active merchant marine.
- The eventual decline in Alaskan oil tanker movements will provide added layberthing opportunity.

- The Navy needs to provide basing support for cable and intelligence gathering ships.

- The need to store Alaska sealift barges is emerging.

- A major opportunity to dismantle Navy submarines (100 over the next 15-20 years) has emerged in conjunction with other regional assets.

- This creates more opportunity for the current PSRY contractors, local labor and the local industrial and marine infrastructure.

- More of this type of opportunity will surface in the conduct of PSRY marketing.

- For a minimal capital investment, PSRY can achieve stable income from these projects.

- The capital will be recovered quickly from the deal.

- Further diversification helps PSRY become less reliant on a few key markets.

- PSRY is uniquely positioned to handle these projects.

Unfavorable Trends/Risks:

- Navy budget constraints may reduce future purchase of ships for maritime mobilization reserve assets.

- Navy budget constraints may stop the dismantling of submarines.

- Failure to invest in the necessary asset modifications may stop PSRY participation in this segment.

Overall Assessment of Potential: PSRY is well positioned to competitively and profitably pursue diversification opportunity. As a consequence of other marketing activity, further projects will surface.

Strategic Fit: Primary, job generation, secondary, revenue production.

Strategy: Selectively pursue diversification that compliments the base business. Priority will be given to job-producing projects. With Real Estate, sell assets adjacent to PSRY for uses that compliment PSRY base businesses. Work with the State and Oregon Congressional delegation for positive outcomes. Participate in industry events. Develop alliances with companies having need for PSRY.

Sales Role: Direct

PORTLAND SHIP REPAIR YARD **PUBLICS**
MARKET STRATEGY February 7, 1989

Elements: PSRY relies on many "publics" for success.

The following provides a fairly comprehensive list of this mature market:

Federal Government	
Congressional Delegation	Navy
Coast Guard	Military Sealift
NOAA	Corps of Engineers
Dept. of Transportation	Dept. of Defense
Environmental Protection Agcy.	Dept. of Commerce
Dept. of Energy	Dept. of Labor
Treasury Department	State Department
State Government	
Legislature	DEQ
Insurance Department	State Accident Ins.
Local Government	
Mayor	Fire Marshal
Bureau of Buildings	Bureau of Police
County Commissions	
Clients/Customers	
Cascade General Inc.	Northwest Marine
West State Inc.	Subcontractors (20)
Rental Tenants	Ship Owners/Operators
Oil Companies	Engineering Firms
Industrial Fabricators	Equipment Vendors
Labor	
District Council	Metal Trades
Construction Trades	ILWU
Oil, Chemical and Atomic Workers	
Academic	
Portland Community College	Portland State
University of Portland	State School System
Other	
Port Commission	Port Staff
Consultants	Neighbors
Coastal Communities	Public at Large

Strategy: Create formal plans to address the needs of each public. Work with the Port Public Affairs Department to implement the plans. Provide forums, vehicles and speakers to reach all of these publics.

Sales Role: Direct with Port staff assistance.

1-619-238-0934

Paul Johnson

OVER $30K

	DATE	TO	CK#	AMOUNT
1	6 19	SANDERSON Safety Supply	1526	3940792
2	6 20	MARINE EQUIP LEASING		240000
3	6 26			120000

© WILSON JONES COMPANY G7203 GREEN 7203 BUFF MADE IN U.S.A.

NORTHWEST MARINE IRON WORKS

		CURRENT BALANCES	WK # 1 23-Apr	WK # 2 30-Apr	WK # 3 07-May	WK # 4 14-May	WK # 5 21-May	WK # 6 28-May	WK # 7 04-Jun	WK # 8 11-Jun	WK # 9 18-Jun	WK # 10 25-Jun	WK # 11 02-Jul	THROUGH 02-Jul-89
CASH FLOW:														
COLLECTIONS:														
A/R	GOVERNMENT A/R	31	0	0	0	0	0	0	0	0	0	0	0	0
	COMMERCIAL A/R	2,681	0	0	0	0	0	1,000	50	142	165	301	200	1,858
	RETENTION	971	0	0	0	0	0	0	0	0	0	0	0	0
CLAIMS:	STORIS	1,000	0	0	0	0	0	0	0	0	0	0	0	0
	OKINAWA	2,900	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL COLLECTIONS:		7,583	0	0	0	0	0	1,000	50	142	165	301	200	1,858
PRODUCTION HOURS (PRIOR WEEKS)							18,890	32,516	23,000	11,000	4,500	18,000	40,000	
DISBURSEMENTS:	PAYROLL - HOURLY						214	346	254	137	74	205	419	1,648
	PAYROLL - SALARY						72		72	13	33	33	33	256
	PAYROLL TAXES - HOURLY						78	83	135	99	53	29	80	557
	PAYROLL TAXES - SALARY							42		28	7	17	17	111
	QUARTERLY PAYROLL TAXES													0
	UNION PAYMENTS										250			250
	PORT OF PORTLAND							44	117	50	50	50	200	511
	COST PLUS (IF ANY)													0
	C.O.D.						100	100	100	70	35	35	35	475
	"A"						20	135	200	40	30	30	25	480
	"B" - MATL > 45 DAYS													0
	"C" - SUBC > 90 DAYS (POP)						30	275		60	30	30	30	455
	"D" - PRE-SETTLEMENT A/P						177	300	100	100	100	100	100	977
	Rent Payments								124					124
TOTAL DISBURSEMENTS BEFORE SETTLEMENT COSTS			0	0	0	0	691	1,325	1,102	597	662	529	939	5,844
NET CASH ACTIVITY BEFORE SETTLEMENT COSTS:			0	0	0	0	(691)	(325)	(1,052)	(455)	(497)	(228)	(739)	(3,986)
TOTAL DISBURSEMENTS:	OPERATIONS - BEFORE SETTLEMT COSTS		0	0	0	0	691	1,325	1,102	597	662	529	939	3,894
	RELATING TO SETTLEMENT COSTS		2,269	1,166	838	79	0	0	48	52	0	0	52	4,504
TOTAL DISBURSEMENTS			2,269	1,166	838	79	691	1,325	1,149	648	662	529	991	8,398
NET CASH ACTIVITY INCLUDING SETTLEMENT COSTS:			(2,269)	(1,166)	(838)	(79)	(691)	(325)	(1,099)	(506)	(497)	(228)	(791)	(6,540)
CUMULATIVE TOTALS:	COLLECTIONS		0	0	0	0	0	1,000	1,050	1,192	1,357	1,658	1,858	1,858
	DISBURSEMENTS		(2,269)	(3,435)	(4,273)	(4,352)	(5,043)	(6,368)	(7,518)	(8,166)	(8,828)	(9,356)	(10,347)	(8,398)
	COLLECTIONS LESS DISBURSEMENTS		(2,269)	(3,435)	(4,273)	(4,352)	(5,043)	(5,368)	(6,468)	(6,974)	(7,471)	(7,698)	(8,489)	(6,540)

SI041067
NWMAR139185

mber	Invoice#	Inv Date	Due Date	Disc Date	Inv Amt	Amt Paid	Valid Disc	Inv Net	Age
	991792	062789	070789	6/27/89	964.70	.00	.00	964.70	20
	991779	062789	070789	6/27/89	450.40	.00	.00	450.40	20
	993959	062889	070889	6/28/89	664.80	.00	.00	664.80	19
	988620	062389	070389	6/23/89	18.70-	.00	.00	18.70-	24
	982051	061989	062989	6/19/89	197.00	.00	.00	197.00	28
	985847	062189	070189	6/21/89	391.60	.00	.00	391.60	26
	983482	062089	063089	6/20/89	450.40	.00	.00	450.40	27
	983498	062089	063089	6/20/89	1,128.40	.00	.00	1,128.40	27
	600.96	.00	600.96	201.70	399.26	.00	.00	.00	

mber	Invoice#	Inv Date	Due Date	Disc Date	Inv Amt	Amt Paid	Valid Disc	Inv Net	Age
1	633501	061689	071689	6/16/89	348.01	.00	.00	348.01	31
1	000627901	061389	071389	6/13/89	51.25	.00	.00	51.25	34
1	655501	062889	070889	6/28/89	201.70	.00	.00	201.70	19
	70.87	.00	70.87	.00	70.87	.00	.00	.00	

mber	Invoice#	Inv Date	Due Date	Disc Date	Inv Amt	Amt Paid	Valid Disc	Inv Net	Age
1	087516841	061389	062089	6/13/89	70.87	.00	.00	70.87	34

66,242.20		866,242.20	471,356.38	54,159.00
	.00	241,053.53	99,673.29	.00
	.00			
tal	.00			

SI041073
NWMAR139186

346

~~Ok 7/7 CH Murphy # 1841 54,552~~
~~Southwest Marine # 1954 80,000~~

7/10 POP #2590 121,826.47
7/14 OR Dept Revenue 2679 41226.45

7/14 WSL # 2729 51,500.00
✓ POP # 2730 65457.96

Fontana Machine (old A/P) 103,810 50

Ck 1208 – 060889

Reg A/P

Ck# 1062	6/5/89	42,018 59	1st Int (Fed P/R)
1163	6/7/89	79,622 50	"
1165	6/7/89	35,999 64	OR. Dept Rev (P/R)
1274	6/12/89	80,595 87	POP
	6/16/89	31,824.00	Jigg
	6/16/89		POP

PORT OF PORTLAND

6/5

NORTHWEST MARINE 5/24/89

4/19/89

75827	USE & REHAB	97,994.65	
	WEEK TOTAL		97,994.65

Payment due 5/26/89

4/27/89

75847	BARGE MIDWAY	18,709.10	
75848	B.T. SAN DIEGO	18,683.30	
75849	NAVITEK	1,413.75	
75850	NAVITEK	484.15	
75851	COLONIAL EXPLORER	4,012.75	
75852	COLONIAL EXPLORER	534.50	
	WEEK TOTAL		43,837.55

Payment due 5/26/89

USE & REHAB FEES NET 7 DAYS DUE 5/31

75994	NAVITEK I	7,718.00	
75995	BARGE 702	8,439.00	
75996	BARGRE MIDWAY	2,571.75	
75997	B.T. SAN DIEGO	7,333.50	
75999	B.T. SAN DIEGO	2,444.50	
75300	COLONIAL EXPLORER	469.00	
			28,975.75

Payment due 5/31/89

5/3/89

75879	COLONIAL EXPLORER	3,249.00	
75880	COLONIAL EXPLORER	653.00	
75881	NAVITEK I	1,035.75	
75882	NAVITEK I	383.05	
75887	B.T. SAN DIEGO	111,850.25	
	WEEK TOTAL		117,171.05

Payment due 6/2/89

SI041156
NWMAR139189

5/5 - 5/10

75888	WELCOME THE NAVY	1,500.00
75905	BARGE 431	2,876.04
75906	BARGE 313	3,428.46
75907	CRANE SERVICE	2,025.00
75915	POLAR SEA	46,660.95
75916	POLAR SEA	10,933.13
75917	B.T. SAN DIEGO	13,172.29
	WEEK TOTAL	80,595.87

Payment due 6/9/89

5/17/89

75948	RENT	4,721.64
75949	RENT	6,550.70
75950	RENT	1,078.00
75951	SECURITY	10,000.00
75963	LION OF CALIF.	11,139.56
75964	LION OF CALIF.	3,675.05
75965	SANSINENA II	67,688.41
75966	RENT	1,713.00
75968	BARGE CERES	972.00
75969	BARGE CERES	378.00
75970	BARGE CERES	7,336.50
75971	BARGE CERES	767.60
75974	BIG BOB	2,132.50
75975	BARGE SS 16	2,205.00
75983	B.T. SAN DIEGO	13,421.75
75984	POLAR SEA	28,389.00
75985	POLAR SEA	9,047.92
75986	SANSINENA II	14,051.45
75987	SANSINENA II	6,002.88
		191,270.96

Payment due 6/16/89

5/24

73003	NIEUW AMSTERDAM	15,748.00
73004	NIEUW AMSTERDAM	5,359.90
73005	POLAR SEA	28,291.50
73006	POLAR SEA	7,012.67
73007	SANSINENA II	11,090.00
73008	SANSINENA II	6,052.23
73009	B.T. SAN DIEGO	13,693.56
73010	WELCOME THE NAVY	150.00
73011	AUTO PARKING	225.00
		87,622.86

Payment due 6/23/89

GRAND TOTAL 647,468.69

SI041157
NWMAR139190

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

INVOICE

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 97208

M/V "NIEUW AMSTERDAM" and Owners
c/o Holland America Line
300 Elliott Avenue West
Seattle, WA 98119

DATE	May 22, 1989
OUR JOB NO.	4903
CUSTOMER'S ORDER NO.	
CONTRACT NO.	
INVOICE NO.	4903-1
TERMS	Net upon receipt

CUSTOMER CODE NUMBER: 07203

Duns No. 00-902-8580

M.V. "NIEUW AMSTERDAM"
PROGRESS BILLING NO. 1

For furnishing labor, and material to accomplish repairs in progress.

Total Amount Due This Invoice $500,000.00

APPROVED:

J. L. ADRIAANSE
Vice President - Technical

Date: MAY 22 1989

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH.

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041192
NWMAR139191

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 97208

INVOICE

M/S "NIEUW AMSTERDAM" and Owners
c/o Holland America Line
300 Elliott Avenue
Seattle, Washington 98118

DATE	May 24, 1989
OUR JOB NO.	4900
CUSTOMER'S ORDER NO.	
CONTRACT NO.	
INVOICE NO.	4900-1
TERMS	Net upon Receipt

CUSTOMER CODE NUMBER: 007203

Duns No. 00-902-8580

M/S "NIEUW AMSTERDAM"

Furnished necessary labor, material and equipment to accomplish repairs in accordance with the attached specifications.

Total Amount Due This Invoice $86,355.66

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH.

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041193
NWMAR139192

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 972

INVOICE

S/S "SANSINENA II" and Owners
c/o West Coast Shipping
911 Wilshire Blvd.
Los Angeles, CA 90017

DATE: May 17, 1989
OUR JOB NO.: 4701
CUSTOMER'S ORDER NO.:
CONTRACT NO.:
INVOICE NO.: 4701-2
TERMS: Net upon receipt

CUSTOMER CODE NUMBER: 033540

Duns No. 00-902-8580

S.S. "SANSINENA II"
PROGRESS BILLING NO. 2

Progress billing for work accomplished on S.S. "SANSINENA II" in accordance with repair specifications.

Total Amount Due This Invoice $340,000.00

Please wire transfer payment to:

Northwest Marine Iron Works
Account No. 552-06-00040
c/o First Interstate Bank of Oregon N/A
ABA No. 123000123
29th and Yeon Branch
Portland, Oregon

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 97

INVOICE

S.S. LION OF CALIFORNIA
c/o Duane C. Watters
Watters Marine Inc.
Santa Cruz Tanker Operations
Beach Plaza #200
180 7th Avenue
Santa Cruz, CA 95062

CUSTOMER CODE NUMBER: 033299

DATE: May 17, 1989
OUR JOB NO.: 4703
CUSTOMER'S ORDER NO.:
CONTRACT NO.: 4703-1
INVOICE NO.:
TERMS: Net
Upon Receipt

Duns No. 00-902-8580

FINAL BILLING

For labor, material, equipment and facilities provided to accomplish repairs and regulatory body inspections dockside to the S.S. LION OF CALIFORNIA in accordance with specifications issued by Watters Marine Inc.

Please note each item (attached) is individually priced for your convenience. Each item price includes the Port of Portland Use and Rehabilitation Fee applicable to work accomplished within the confines of the Port of Portland shipyard.

Total Amount Due This Invoice $301,254.00

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH.

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041200
NWMAR139194

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

INVOICE

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 972

M/V "WORLD ARETUS" and Owners
c/o International Shipping Company
Commonwealth Building
421 S.W. Sixth Avenue

DATE	May 16, 1989
OUR JOB NO.	4109
CUSTOMER'S ORDER NO.	ON/M8892/
CONTRACT NO.	63-33(89)
INVOICE NO.	4109-1
TERMS	Net

CUSTOMER CODE NUMBER:
008520

Duns No. 00-902-8580

To accomplish repairs in accordance with the attached specifications.

Total Amount Due This Invoice $31,244.00

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041201
NWMAR139195

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 97208

INVOICE

Barge Ceres
Unocal
P.O.Box 03193
Portland, Oregon 97203

Attention: Jim Peters

DATE	May 19, 1989
OUR JOB NO.	4106
CUSTOMER'S ORDER NO.	
CONTRACT NO.	
INVOICE NO.	4106-1
TERMS	Net on receipt

CUSTOMER CODE NUMBER: 032387

Duns No. 00-902-8580

For accomplishing repairs in accordance with the attached specifications.

Total Amount Due This Invoice $83,531.00

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH.

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041203
NWMAR139196

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 972

INVOICE

S.S. BT "ALASKA" and Owners
c/o Marine Transport Lines
150 Meadowland Parkway
Secaucus, NJ 07094

DATE	May 18, 1989
OUR JOB NO.	3488
CUSTOMER'S ORDER NO.	11808-3
CONTRACT NO.	
INVOICE NO.	3488-1
TERMS	Net on receipt

CUSTOMER CODE NUMBER: 011651

Duns No. 00-902-8580

B.T. "ALASKA"

For accomplishing repairs in accordance with the attached specifications.

AMOUNT DUE THIS INVOICE $34,228.00

PAST DUE PAYMENTS SHALL BEAR INTEREST AT THE HIGHEST LAWFUL RATE UNTIL REPAID, NOT TO EXCEED 1½% PER MONTH.

CORRESPONDENCE ADDRESS P.O. BOX 3109 PORTLAND, OREGON 97208 PHONE (503) 285-7557

SI041204
NWMAR139197

NORTHWEST MARINE IRON WORKS

SHIP REPAIRERS
GENERAL MACHINE WORK
ENGINEERING

MAIL PAYMENT TO:
P.O. BOX 4000-58
PORTLAND, OREGON 972

INVOICE

S.S. BT "SAN DIEGO" and Owners
c/o Marine Transport Lines
150 Meadowland Parkway
Secaucus, NJ 07094

DATE	May 18, 1989
OUR JOB NO.	4700
CUSTOMER'S ORDER NO.	11803-3
CONTRACT NO.	
INVOICE NO.	4700-2
TERMS	Net
	May 26, 1989

CUSTOMER CODE NUMBER: 011651

Duns No. 00-902-8580

B.T. "SAN DIEGO"
PROGRESS BILLING NO. 2

For accomplishing repairs and betterments on S/S BT "SAN DIEGO" per repair specifications.

AMOUNT DUE THIS INVOICE $400,000.00

Please wire transfer fund:

Northwest Marine Iron Works
Account #5520600040
c/o First Interstate Bank of Oregon NA
ABA #123000123
19th and Yeon Branch
Portland, Oregon

APPROVED BY Ron Van Geystel 5/18/89
Ron Van Geystel
Marine Transport Line
West Coast Manager

SI041205
NWMAR139198

#1199

REQUEST FOR TRAVEL ARRANGEMENTS

Dept # 95 Badge # 12575

Name: P. J. Kuss Date 2/13/90

Account # or Job # to be charged to: _____

Describe in detail the business purpose for this trip. Include the names of any companies visited and / or the name of the ship that the travel is in reference to:

Northwest Marine - Bill Johnston & Bob Huget
Blanket POs, Tool Policy & Distribution, Warehouse
Layout, Promotional item distribution

* * * * * * * * * * *

Departure Date: 2/20 Approximate Time: Ref. attached

Departing From: San Diego Destination: Portland

Return Date: 2/23 Approximate Time: Ref. attached

Departing From: Portland Destination: San Diego

Are Hotel accommodations required? _____ Rental Car? _____

Credit Card # (for guarantee) _____

* * * * * * * * * * *

Date	From	To	Carrier	Flt #	Depart	Arrive

Comments

SI041364
NWMAR139199

WANDERING STAR TRAVEL ... MAR ROAD
SUITE C 116 SAN DIEGO CA 92121
(619) 578-6700

SALES PERSON: 85 ITINERARY/INVOICE NO. 0065728 DATE: 09 MAR 90
CUSTOMER NBR: 015830 RVGZVP PAGE: 1

TO: SOUTHWEST MARINE INC.
FOOT OF SAMPSON STREET
SAN DIEGO CA 92113

1199

FOR: KUSS/PHIL REFERENCE: #AC671410 #U9P13FRR

---

12 MAR 90 - MONDAY

AIR	AMERICAN AIRLINES	FLT:892	ECONOMY	BREAKFAST
	LV SAN DIEGO		649A	EQP: SUPER 80
	AR SAN JOSE CA SJC		815A	NON-STOP
	RESERVED SEATS	22A		
AIR	AMERICAN AIRLINES	FLT:946	ECONOMY	BREAKFAST
	LV SAN JOSE CA SJC		855A	EQP: 737-300
	AR PORTLAND OR PDX		1050A	NON-STOP
	RESERVED SEATS	16C		

14 MAR 90 - WEDNESDAY

AIR	AMERICAN AIRLINES	FLT:691	ECONOMY	DINNER
	LV PORTLAND OR PDX		525P	EQP: SUPER 80
	AR SAN JOSE CA SJC		715P	NON-STOP
	RESERVED SEATS	9A		
AIR	AMERICAN AIRLINES	FLT:363	ECONOMY	
	LV SAN JOSE CA SJC		754P	EQP: SUPER 80
	AR SAN DIEGO		913P	NON-STOP
	RESERVED SEATS	9A		

AIR TICKET/S AA7171288539

FOR KUSS PHIL	
BILLED TO IK5424180009608586	604.00*
SUB TOTAL	604.00
LESS AMOUNT BILLED TO CC	604.00*
TOTAL AMOUNT	.00

---------THANK YOU FOR YOUR PATRONAGE----------

INVOICE

SI041365
NWMAR139200

DISBURSEMENT LOG 4/88-12/88

SI041701
NWMAR139201

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230100	12/5/88	66775	Rockmount Research	681.87	C03
101		70165	Service Steel Inc	38.17	
102		71675	S.W. Ind Supply	169.80	
103		72761	Standard Steel	418.96	
104		72970	Star Metal Fab	170.00	
105		83520	Western Fluid Power	126.75	
106	↓	57665	Debra Oswalt	2,198.15	
107	12-6-88	45825	Liberty Equipment	209.77	
108		43135	Armond J Kiel	1176.09	
109					
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230073	12/5/88	5547602	NWMIW	1,663.25	
74		04470	American Steel	1,194.53	
75		16938	Coast Ind Supply	453.64	
76		19855	Crown Optical	35.00	
77		34890	Hardware Specialty	634.88	
78		16270	Citizens Photo	2.50	
79		16280	City Brass Fdry	1,750.50	
80		05640	Aronson Ind	68.76	
81		08440	Bearings Inc	862.98	
82		11030	Paul Brong Mach	14.80	
83		12230	Burlington Air	1,293.80	
84		16822	Clipper Express	88.50	
85		18485	Consolidated Frt	347.12	
86		21070	Davis Ind	1,282.43	
87		24150	EC Distr	1,100.00	
88		25800	Fluid Air	393.59	
89		30568	Gebhardt Mach	483.70	
90		32345	Gerlinger Coating	72.13	
91		35227	Hatton-Brown Publish	605.00	
92		37220	Ken R. Hunke	83.06	
93		44550	La Barre Mach	92.00	
94		46113	Litton System	491.32	
95		55477	NWMIW	646.00	
96		58630	Pacific Mach	357.58	
97		62180	Platt Elec	33.64	
98		62241	Poorman-Douglas	566.06	
99		64120	Quimby Welding	161.83	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230046	12-02-88	60000	Paramount	2,309.50	
047		63260	Power Rents	5,000.00	
048		83904	Westinghouse Elec	6,937.50	
049		29511	Fraser Boiler	43,396.00	
050		04565	Amsco Refrigeration	13,922.00	
051		23715	Duplex Prod.	1,500.57	
052		622002	Port of Portland	35,548.00	
053		13390	Nicholas Calley	466.86	
054		15341	Avon Chandlery	3,155.54	
055		17146	James Coleman	144.20	
056		54500	Gordon Newell	34.10	
057		86950	William Zovin	432.98	
058	12-05-88	06775	Aztec Technology	400.00	
059		04470	American Steel	1445.00	
060		08440	Bearings Inc	484.00	
061		12719	Bye Engraving, Inc	2597.50	
062		15242	Chain Bar Repair	105.60	
063		23715	Duplex Prod	1090.80	
064		25637	B W Elliott Mfg	930.64	
065		34890	Hardware Spec.	558.00	
066		47820	Mar-Industrial	251.00	
067		53768	Napa Auto Parts	29.40	
068		55476	NAVSEA	40660.14	
069		60000	Paramount Supply	138.65	
070		62236	Pony Express Mail	2418.35	
071		43135	Arnold Kiel	814.42	
072		60000	Paramount Supply	255.45	

SI041704
NWMAR139204

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230019	12/1/88	84400	Willis	129.64	
20		00670	A.G.G.I	5,740.16	
21		35813	High Reach	28,898.23	
22		30484	Gasket Tech	535.32	
23		60000	Paramount Supply	376.00	
24		66205	Rice Safety Equip	730.00	
25		68920	Sanderson Safety	258.00	
26	12-2-88	03885	American Expres	7525.05	
27		45825	Liberty Equip.	224.00	
28		16938	Coast Ind. Supply	357.00	
29		30484	Gasket Tech	500.00	
30		43135	Almond J Kiel	2307.96	
31		62270-02	Port of Portland	56,949.80	
32	12-2-88	~~43135~~	VOID →		
33	12-288	19828	Crosby & Overton	4022.35	
34		33274	Grantree Furn.	236.77	
35		34750	Harbor Oil	7,862.95	
36		48445	Marsh & McLennan	4,399.00	
37		50475	Mid-Pacific Eng.	2,254.00	
38		52043	Montgomery Elev	970.00	
39		79525	U-Develop	651.25	
40		83395	Westcon	364.40	
41		17260	Columbia Banding	1,101.00	
42		25637	B.W. Elliot	820.82	
43		37483	Hydraulic & Instru.	138.00	
44		45825	Liberty Equip	182.50	
45		57260	Oregon Leather	198.72	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229992	12/1/88	55476-02	NWMIW	185,580.42	
993			VOID		
994		00982	AT&T Tech	32.00	
995		02041	Adv Finishing	221.20	
996		07890	Barrett Equip	93.00	
997		08010	E. J. Bartells	270.72	
998		12410	Geo Bush	139.84	
999		14870	Cellular One	190.96	
230000		17259	Columbia ~~Tower~~ American	80.00	
001		17777	Columbia Tower	30.00	
002		18685	E. S. Constant	92.60	
003		23715	Duplex Prod	1,157.94	
004		27990	Far West Office	32.50	
005		47116	MRCS Communication	79.50	
006		~~[illegible]~~ 48000	Marineland Svc	48.88	
007		55389	Norther Air Fert	100.00	
008		56380	Occupational Mod	400.00	
009		58678	Pac Microfilm	45.00	
010		62120	Pitney Bowes	223.00	
011		62605	Portland State Book Story	30.00	
012		64321	RMRS System	900.00	
013		70860	Shutterbug	215.76	
014		73270	Steam Supply	180.00	
015		79127	Trompeter Elec	156.27	
016		80151	United Parcel	37.81	
017		83615	Western Mach	190.00	
018		83850	W.U. World Comm	32.57	

SI041706
NWMAR139206

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229965	11/30/88	44127	Krupp/Mak Diesel	2,000.00	11-30-88
966		46000	Lips Propellor	1,500.00	
967		46112	Litton Syst	3,000.00	
968		46248	Lodge + Shipley	1,500.00	
969		47110	MQS Inspection	1,500.00	
970		53510	C.H. Murphy	3,000.00	
971		55705	Norvac Services	5,000.00	
972		58216	PCE Pacific	2,500.00	
973		58691	Pacord	10,000.00	
974		63252	Power Rents	3,000.00	
975		63806	Propulsion Controls	4,000.00	
976		65690	Reliance Elec	42,619.52	
977		67120	Rogders Mach	2,000.00	
978		81330	Ventilation Power	1,250.00	
979		37489	Hydralic Outfitters	4,012.73	
980		02720	Alaskan Copper	319.20	
981		42425	Kadlec Pkg	485.28	
982		55476-02	NWMIW	127,559.16	
983		6040	Peck + Hale	220.00	
984	12/1/88	15242	Chain Bar Repair	240.80	
985		16938	Coast Ind Supply	1,262.12	
986		37220	Ken R. Hunke	67.04	
987		53535	Murray-Benjamin	9,945.00	
988		57612	Oz Wire Rod	432.29	
989		60000	Paramount Supply	2,368.00	
990		64630	Rainbow Auto	400.00	
991		68920	Sanderson Safety	323.60	

SI041707
NWMAR139207

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229938	11/29/88	03937	American Internation	1,046.90	11-29-88
939		28596	FIB	113,485.52	
940		42562	Kaiser Foundation	5,161.50	
941		57055	Or Dental Service	5,956.01	
942		63687	Principal Mutual Life	30,724.27	
943		72625	Standard Insuran	8,024.31	
944	11/30/88	03885	American Express	301.00	11-30-88
945		08440	Bearings	214.36	
946		38655	Ind Valve of Or	1,477.00	
947		60000	Paramount Supply	280.55	
948		62500	Portland Screw	189.38	
949		84375	Wilmington Instr	142.56	
950		02720	Alaskan Copper	300.00	
951			VOID		
952		03380	Allwaste Asbestos	5,000.00	11-30-88
953		03695	American Abrasive	5,000.00	
954		08283	Bay Decking	5,000.00	
955		11350	Bronson Instr	1,500.00	
956		14920	Central Mach	1,500.00	
957		18685	E S. Constant	1,629.17	
958		20554	DLI Eng	2,000.00	
959		23290	Dresser Ind	2,000.00	
960		29122	Fourney Eng	3,000.00	
961		38655	Ind Valve	3,000.00	
962		40229	J & H Marine	3,000.00	
963		41000	Jiggs Floors	20,000.00	
964		43865	Kleen Blast	10,000.00	

SI041708
NWMAR139208

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229911	11/29/88	55399	Northwest Air Gas	5,574.37	11-29-88
912		59292	Pac. Coast Environ	3,982.23	
913		60000	Paramount Supply	2,191.42	
914		"	" "	2,950.71	
915		58395	Pac Coast Environ	4,274.36	
916		60360	Payroll	1,637.55	
917		61980	Pioneer Sterilized Cloth	2,600.00	
918		62435	Portland Gen Elec	10,845.64	
919		62580	Portland Screw	1,031.36	
920		63260	Power Rents	2,898.00	
921		63640	Price Waterhouse	8,493.00	
922		63680	Priestley Oil	3,097.75	
923		63683	Prime Computer	2,385.14	
924		64757	Paul Ramsey	788.00	
925		62205	Rice Safety Equip	3,345.49	
926		66260	Riedel International	680.00	
927		68920	Sanderson Safety	2,116.27	
928		74075	Superior Elec	1,530.00	
929		78170	Tonkin, Corp	26,039.90	
930		80151	United Parcel	85.41	
931		80840	VSR America	1,157.14	
932		83835	Western Temp	2,533.43	
933		86842	Yette Landfill	1,686.00	
934		21070	Davis Inc.	86.80	
935		16280	City Brass	1,750.50	
936		62250	Pope Rigging	12,695.32	
937		81604	V.O.C. Supply	300.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229884	11/29/88	84375	~~Wilmington Instr~~	~~284.70~~	11-29-88
885		43135	A. Kiel (Petty Cash)	1,987.83	
886		17260	Columbia Banding	280.94	
887		84375	Wilmington Instru.	141.54	
888		←	VOID →		
889		12239	Burns Sec.	4,292.15	11-29-88
890		←	VOID →		
891		01933	Ad Com	774.00	
892		08440	Bearings	224.88	
893		08445	Beaver Bolt	1,559.20	
894		09675	Black Ball	7,259.60	
895		16938	Coast Industrial	1,095.28	
896		17630	Col. Rives Pilots	1,590.00	
897		21030	A. J. Davis	1,117.20	
898		21070	Davis Ind.	1,792.98	
899		27920	Familian NW	4,924.19	
900		30484	Gasket Tech	6,014.30	
901		33295	Grating Specialties	2,037.00	
902		34890	Hdwe Specialty	5,846.50	
903		35813	High Reach	10,810.00	
904		37686	HC Aluminum	2,430.48	
905		38035	In-Mar	17,367.60	
906		39085	Intl Graphics	1,204.11	
907		45825	Liberty Equip	4,587.20	
908		47895	Marine + Environ Test	4,540.00	
909		48000	Marineland	1,961.68	
910	↓	48130	Mariners Supply	2377.50	↓

SI041710
NWMAR139210

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229857	11/23/88	02720	Alaskan Copper & Brass	2,116.39	11-23-88
858		04470	American Steel	1,579.20	
859		45825	Liberty Equip	2,881.31	
860		53535	Murray-Benjamin	1,010.95	
861		57665	Debra Oswalt	1,500.00	
862		66205	Rice Safety Equip	1,945.20	
863	11/28/88	10595	Brandon Steel	1,354.00	11-28-88
864		16938	Coast Ind Supply	450.02	
865		43135	Almond Kiel (Petty Cash)	1,061.97	
866		55476-02	NWMIW	98,921.88	
867		16938	Coast Ind Supply	529.72	
868		32350	Larry Germann	181.22	
869		66252	George Riddle	882.26	
870		73460	Don Stevens	1,329.19	
871		86950	William Zovin II	79.13	
872		62270-02	Port of Portland	93,895.77	
873		29511-02	Fraser Boiler Svc	50,000.00	
874		16930	Coast Ind Supply	216.72	11-28-88
875		45825	Liberty Equip	148.44	
876		46247	Lockwell Prod	132.60	
877		60000	Paramount Supply	707.33	
878		62580	Portland Screw	651.68	
879		75050	Tempel Ind	593.20	
880	11/29/88	30568	Gebhardt Mach	870.00	11-29-88
881		33580	Geo Greiner	484.88	
882		45825	Liberty Equip	1,260.00	
883		55035	Nissen-Lie Comm	485.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229830	11-22-88	82000	Wanke Cascade	277.76	11-22-88
831		01933	Ad Com	398.00	
832		06330	Ativar Plastic	875.00	
833		08010	E. J. Bartells	2,404.68	
834		12410	Geo Bush	50.55	
835		71165	Lipco	1927.80	
836		13390	Nick Calley	768.44	
837		55476-02	NWMIW	223,770.57	
838		12719	Bye Engraving	1,337.00	
839		16938	Coast Industrial	188.16	
840		11260	Columbia Banding	1,389.99	
841	11-23-88	04470	American Steel	4,878.63	11-23-88
842		14756	Castle Metals	2178.00	
843		14766	Cla-Val	153.26	
844		16938	Coast Ind. Supply	248.06	
845		45825	Liberty Equip Sup.	512.26	
846		45977	Lenton Plywood	114.00	
847		50250	Metra Steel	745.88	
848		55476	N.WMI 29th	91,709.46	
849		60000	Paramount Supply	965.45	
850		84375	Wilmington Instr.	1,764.29	
851		55427	NW Copper Works	20,000.00	
852		28591	FIB (Lake Shore, Inc)	7,506.99	
853	—	55476-01	NWMIW V01	~~82,882.22~~	
854		04565	Amsco	15,000.00	
855		55476-02	NWMIW	408,831.97	
856		55478	NWMIW	114,050.25	

SI041712
NWMAR139212

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
229803	11-21-88	08445	Beaver Bolt	671.31	11-21-88
804		16938	Coast Ind.	848.86	
805		30484	Gasket Tech	201.25	
806		39075	Intermountain Ind	710.00	
807		47820	Mac-Dustrial	802.84	
808		48100	Marine Land Sup	778.98	
809		58630	Pacific Mach	118.31	
810		60000	Paramount Supply	482.70	
811		62224	Dale Parish	550.00	
812		62580	Portland Screw Co	364.83	
813		68920	Sanderson Safety	619.20	
814		34356	S. R. Hall	490.25	
815		43135	Armond J. Kiil	1,111.73	
816		12719	Bye Engraving	444.50	
817		02700	Alaskan Copper	4,764.92	
818		04410	American Steel	319.00	
819		13100	CRB Mfg	1,283.10	
820		16938	Coast Industrial	324.81	
821		33140	Ken Gorham	227.08	
822		33540	Greene & Malarkey	4,000.00	
823		33580	Leo Greiner	484.88	
824	↓	49397	Larry McGillivray	107.00	↓
825	11-22-88	08445	Beaver Bolt	835.20	11-22-88
826		16938	Coast Industrial	419.80	
827		21030	A. J. Davis	717.60	
828		30484	Gasket Tech	212.40	
829	↓	45825	Liberty Equip	273.12	↓
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231176	11/17/88	25350	Elec Construction	790.00	11-17-88
177		30484	Gasket Technology	265.00	
178		37686	IRC Alum & Stainless	411.25	
179		50250	Metra Steel	2090.00	
180		58490	Pac Detroit Diesel	832.00	
181		58830	Paco Pumps	1,457.00	
182		62119	PBCC I	449.00	
183		64760	Ran-Brd Tool Co	800.00	
184		47498	FIB (Mack Truck Sales)	3,959.39	
185		59292	Pacific Coast Envir.	4,786.00	
186		60000	Paramount	208.87	
187	↓	46230	Lloyd's Register of Ship	1,090.00	
188		55476-02	NWMIW	193,762.98	↓
189	11-18-88	~~43135~~ 45135	~~Armond F. Keil~~	~~1685.59~~ 1685.59	11-18-88
190		30484	Gasket Tech	4941.10	
191		04470	American Steel	2059.20	
192		21030	AJ Davis	172.74	
193		34890	Hardware Specialty	2917.88	
194		48000	Marine Landscape	252.99	
195	↓	48000	Marine Landscape	314.12	
196		55476-02	NWMIW	44,763.12	↓
197		6227-02	Port of ~~Portland~~	93,891.00	11-22-88
198		11	11 11	105,223.16	↓
199		06130	Associates Capital Serv	7,560.25	11-18-88
200		45825	Liberty Equip	563.00	11-18-88
229801		56560	Oil Filter Service	1458.24	11-18-88
802	↓	21030	A.J. Davis	1957.92	↓
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231149	11-17-88	60280	Patent Scaffolding	110.26	11-17-88
150		65995	Residence Inn	1331.81	
151		80840	VDN America	707.66	
152		03880	Allwaste Asbestos	5,000.00	
153		03695	American Abrasive	5,000.00	
154		04565	Amoco	29,121.00	
155		04798	Art Andersson	5,000.00	
156		08283	Bay Decking	5,000.00	
157		14920	Central Mach Works	3,000.00	
158		18685	E.S. Constant	3,000.00	
159		20554	DLI Engin.	4,000.00	
160		29122	Torney Engin.	5,000.00	
161		29511	Fraser Boiles	50,000.00	
162		43865	Kleen Blast	6391.17	
163		44127	Krupp/Mak	3,000.00	
164		46000	Lips	10,000.00	
165		47110	MQS Inspection	4,000.00	
166		55427	NW Copper Works	10,00000	
167		58216	PCE Pacific	3,000.00	
168		65690	Reliance Electric	5,000.00	
169		81330	Ventilation Power	3,000.00	
170		84331	Willamette Hyhd.	4,813.00	
171		43135	Armored Kiel (Petty Cash)	1,169.69	
172		02720	Alaskan Copper	121.21	
173		04470	American Steel	217.60	
174		08445	Beaver Bolt	405.00	
175	√	17260	Columbia Bonding	4,411.74	√

SI041715
NWMAR139215

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230965	11/16/88	37873	Imperial Paint	169.93	11-16-88 C03
966		42680	Karn Repair	377.46	
967		43209	Kilsby Roberts	1,250.40	
968		45977	Finnton Plywood	90.00	
969		47200	Macadam Alum	205.00	
970		47820	Mar-Dustrial	412.80	
971		49435	McGuire Bearing	254.66	
972		55419	NW Business Mach	151.85	
973		58630	Pac Mach & Tool	181.41	
974		59800	Palm Abrasive	1,676.08	
975		62241	Poorman-Douglas	663.76	
976		64054	Purosil Tool	47.90	
977		64120	Quimby Welding	326.42	
978		71675	SW Ind Supply	2,579.84	
979		72970	Star Metal Fab	95.00	
980		73720	Storey Tool + Die	48.00	
981		14276	Carson Oil	534.50	11-16-88
982		35805	William Hewitt	197.31	
983		43135	Armond Kiel (Petty Cash)	1,140.14	
984		43533	Kinnaman Elect	4,992.20	
985		5547602	NWMIW	190,605.45	
986		60000	Paramount	625.48	
987		62580	Portland Screw	230.55	
230988	-231145	Computer Run		546,546.20	11-16-88
231146	11-17-88	43865	Kleen Blast	13,179.48	11-17-88
231147		48441	Marmon/Keystone	138.48	
148		46250	Logiplex	141.00	

SI041716
NWMAR139216

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230938	11/14/88	86839	Yellow Forwarding	1,283.16	11-14-88
939		55476-02	NWMIW	280,984.30	↓
940	11/15/88	42425	Kadlec Plbg.	138.00	11-16-88
941	11-15-88	39085	International Graphic	394.02	11-15-88
942		13100	CRB Manufacturing	183.90	
943		24150	E C Dist. Co-	298.00	
944		30700	General Chain Bar.	1620.00	
945		33140	Ken Gorham	250.00	
946		03743	Amer. Bureau of Ship	520.00	
947		45825	Liberty Eq & Supply	1404.49	
948		44205	Rice Safety Equip.	144.08	
949		04591	Amdac Fluid	170.00	
950		53405	Tax Collections	107,963.25	
951		53405	" "	5911.81	
952	↓	57665	Debra Oswalt	1,500.00	↓
953	11/16/88		VOID		11-16-88
954		02720	Alaskan Cooper	109.79	Co3
955		09440	Bearings Inc	473.04	
956		10890	Brewed Hot Coffee	258.75	
957		13100	CRB Mfg	970.50	
958		14920	Central Machine	675.00	
959		16938	Coast Ind	552.34	
960		19176	Copeland Lumber	692.04	
961		21070	Davis Ind.	338.62	
962		22641	Do-All NW	327.70	
963		32435	Giddings + Lewis	4,694.05	
964	↓	37220	Ken R. Hunke	102.64	↓

SI041717
NWMAR139217

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230911	11/9/88	45065	FaValley Constr	4,820.00	11-9-88
912		45825	Liberty Equip	278.33	
913		47110	MQS Inspection	10,000.00	
914		48130	Mariners Supply	209.88	
915		53390	Multnomah Athletic	964.00	
916		55427	NW Copper Works	10,000.00	
917		56560	Oil Filter Service	332.00	
918		58216	PCE Pacific	4,000.00	
919		62580	Portland Screw	265.02	
920		68920	Sanderson Safety	130.00	
921		71165	Sipco Marine	61,701.00	
922		81330	Ventilation Power	5,000.00	
923	↓	84331	Willamette Upholstery	3,000.00	↓
924	11/11/88	50798	Gil Miller	550.58	11-11-88
925		50915	Lynn Mills	27.00	
926		66252	George Riddle	179.22	
927		73460	Don Stevens	54.61	
928		86950	William Zovin	250.50	
929	↓	84350	Norm Willenger	40.00	↓
930	11/14/88	08445	Beaver Bolt	182.80	11-14-88
931		43135	Bmond Kiel (Petty Cash)	1,583.60	
932		~~59590~~ 53535	Murry-Benjamin Elec	6,516.00	
933		59590	Pac Del	926.00	
934		29958	GMAC	286.60	
935		30484	Gasket Technology	715.65	
936		42425	Kadlec Packaging	452.16	
937	↓	75050	Zempler Ind	255.00	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230687	11/11/88	45825	Liberty Equip	2,785.00	11-11-88
688		62270-02	Port of Portland	12,760.40	↓
689		"	" "	68,512.62	11-16-88
690		04470	American Steel	549.12	11-11-88
691		37686	IRC Aluminum	314.65	11-16-88
692		30568	Gebhards Mach	176.25	11-11-88
693		48000	Marine Fund	403.20	
694		62580	Portland Screw	208.30	
695		13250	Grace Cain	37.00	
696		17146	Jim Coleman	105.00	
697		17153	Larry Collins	35.20	
698	↓	33140	Ken Gorham	197.31	↓
699-896	11/9/88	Computer Run		467,521.73	11-9-88
897		Computer Run			↓
898		03380	A Waste Asbestos	5,000.00	
899		04470	American Steel	264.05	
900		04798	Art Anderson Assoc	10,000.00	
901		08283	Bay Decking Co.	10,000.00	
902		14920	Central Machine	4,000.00	
903		18685	E.S. Constant	5,000.00	
904		28217	Federal Express	14.00	
905		29511	Fraser Boiler	50,000.00	
906		33685	Ed Griswold	770.38	
907		37489	Hydraulic Outfitters	4,000.00	
908		39075	Internat Ind	380.00	
909		41006	Jaggs Floors	25,000.00	
910	↓	43965	Klean Blast	18,000.00	↓

SI041719
NWMAR139219

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230660	11-9-88	34890	Hardware Specialty	6,283.45	11-9-88
661	1	45825	Liberty Equip	2,882.17	↓
662	11-10-88	04601	Anacomp	250.00	11-10-88
663	↓	84400	Willig	252.16	
64	↓	86839	Yellow Forwarding	419.70	
65	11/10/88	15242	Chain Bar Repair	81.60	
66		24680	Edwards Mfg Co	2,478.00	
67		26760	Esco Corp	1,312.00	
68		56595	Orval Oliver	210.00	
69		43135	Ormond Kid (Petty Cash)	1,656.71	
670		29122	Forney Eng	10,000.00	
71		48070	Marine Propulsion	600.00	
72		57285	On Metal Slitters	496.88	
73		60000	Paramount Supply	382.24	
74		66205	Rice Safety Equip	228.48	↓
75		5476-02	NWMIW	198,221.77	11-16-88
76		03885	American Express	2,006.68	11-10-88
77		04470	American Steel	288.68	
78		10595	Brandon Towel	2,518.00	
79		14276	Carson Oil	534.50	
680		16938	Coast And Supply	555.60	
81		42425	Kadlec Packaging	581.00	
82		59292	Pacific Coast Environ	5,000.00	
83	↓	62580	Portland Screw	292.94	↓
84	11-11-88	36994	R.S. Hughes	296.03	11-11-88
85		03885	American Express	2,006.68	
686	↓	38655	And Valve & On	7,298.00	↓
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230633	11/8/88	29230	Fastoria Inds	12,750.00	11-8-88
634		43135	Armand Krell (Petty Cash)	1,807.61	
635		57001	Or Analytical Lab	157.50	
636		60000	Paramount Supply	224.00	
637	11/9/88	02417	Air Products	188.29	11-9-88
638		05640	Aronson Supply	1,005.80	
639		05820	Arts Bearing	21.00	
640		10890	Brewed Hot Coffee	117.00	
641		13100	CRB Mfg	69.00	
642		21070	Davis Ind	878.53	
643		24150	EC Distr	1,505.00	
644		30568	Gerhardt Mach	598.80	
645		36657	Rotary Inc	229.00	
646		43209	Kilsby Roberts	1,477.90	
647		44550	La Barre Mach	459.00	
648		47820	Mar Dustrial	566.56	
649		50250	Metra Steel	2,337.89	
650		51000	Milwaukie Crane	1,815.25	
651		58630	Pacific Mach	1,542.18	
652		59800	Palm Abrasive	127.20	
653		63465	Precision Hydraulics	79.56	
654		71675	SW Ind Supply	216.70	
655		78550	Trac Regulator	389.60	
656		09675	Black Ball	20,063.85	11-9-88
657		00976	AJ & J	4,516.67	
658		00977	AJ & J	3,836.88	
659		20160	Curran Coil	588.29	

SI041721
NWMAR139221

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230606	11-4-88	30402	Reni Garrett	20.00	11-4-88
07	11-7-88	43135	A. Kill - Petty Cash	966.12	11-7-88
08		✓	✓ ✓	1,426.19	
09		←	VOID	→	
10		02891	Albina Fuel	64.85	
11		03885	American Express	1,204.00	
12		12719	Bye Engraving	1,343.00	
13		15242	Chain Bar Repairs	73.60	
14		30568	Ebhardt Machine	647.80	
15		30700	General Chain Bar	1,022.40	
16		34356	S. R. Hall - Petty Cash	374.37	
17		37483	Hydraulic Instru	2,153.50	
18		37722	ITT Barton Instru	2,728.00	
19		42425	Kadlec Pkg	1,075.30	
20		43209	Kilsby Roberts	460.43	
21		45825	Liberty Equip	556.50	
22		60000	Paramount Supply	239.16	
23		62235	Ponder Burner	608.61	
24	↓	62250	Pope Rigging Loft	4,136.14	↓
25	11-8-88	49895	Marine Environ Test	20,805.00	11-8-88
26		80484	U.S. West Comm.	14,813.61	
27		60000	Paramount Supply	1,053.00	
28		55476-02	NWMIW	126,731.19	
29	←		VOID	→	
30		19855	Crown Optical	115.20	
31		28596	FIB	980.75	
32	↓	" -02	FIB	4,122.80	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230552	11/2/88	62530	Portland Precision	120.54	11-2-88
553		62690	Portland Typewriter	65.00	
554		63949	Purdy Brush	161.10	
555		64555	Radio Cab Co.	13.00	
556		70720	Schleifer Farm	1217.85	
557		72115	Spraying Systems	10.00	
558		73815	Streimer Sheet	196.00	
559		80151	United Parcel Svc	18.79	
560		81475	Viking Freight	121.91	
561		81840	Wall St. Journal	119.00	
562		81955	Walz + Krenzer	79.00	
563		83832	Western Tech	57.12	
564		83835	Western Temp Svc	4747.30	
565		84445	Wiley Corp.	93.70	
566	11/2/88	42425	Kadlec Package	542.88	
567		37686	IRC Aluminum	944.63	
568		55476	NWMIW P/R	256,612.85	
569	11-3-88	02720	Alaskan Copper	1226.55	11-3-88
570		64476	American Steel	315.38	
571		30568	Gebhardt Machine	341.98	
572		38655	Industrial Valve	1660.00	
573		45825	Liberty Equip	1766.04	
574		48000	Marine Land Svc	615.60	
575		55476	NWMIW	342904.08	
576		73270	Steam Supply	392.50	
577		43135	A. Kiel - Petty Cash	1896.64	
578		00670	ggg Enterprises	4754.60	

SI041724
NWMAR139223

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
230525	11/2/88	45825	Liberty Equip	1839.4	11-2-88
S26		58691	PACCORD	1734.04	
S27		69575	Sea-Port Cont	6740.25	
S28		71165	Sipco Svc	144,107.09	
S29		001933	AD Com Express	550.00	
S30		02038	Advanced Computer	598.67	
S31		02120	Aeroquip	81.45	
S32		02380	Air-Go	8.35	
S33		02406	AirOil Products	95.82	
S34		06155	Port of Astoria	66.50	
S35		10930	Bridgeport Staff.	810.00	
S36		10980	Broadway Cab	4.50	
S37		17259	Columbia Amer	335.00	
S38		24168	EG+G Sealol	14.45	
S39		27445	Express Temp	298.00	
S40		33540	Green + Markley	91.20	
S41		43538	Kiplinger Tax Letter	58.00	
S42		46225	Lloyds of London	27.08	
S43		49380	McDowell Boey	180.00	
S44		49435	McGuire Bearing	502.91	
S45		55477	NuMI W 29th	5474.50	
S46		55625	N.W. Temp Svc	752.00	
S47		56560	Oil Filter Svc	1842.81	
S48		60360	Payroll	1672.85	
S49		60625	Peninsula Truck	51.00	
S50		62180	Platt Electric	163.44	
S51		62236	Pony Express Main	2072.71	

SI041725
NWMAR139224

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231898	10/31/88	50690	Mil-Spec Ind	4740.00	10-31-88
99		55715	Norwest Engineers	2565.00	
900		60000	Paramount	11280.50	
230501		60000	Paramount	3651.46	10-31-88
02		62250	Pope Rigging	3,369.86	
03		63680	Priestley Oil	5,276.05	
04		73270	Steam Supply + Rubber	2,318.61	
05		~~3010.0~~ 83440	Western Compliance	3010.00	
06	11/1/88	11910	Ray Burian	302.00	11-1-88
07		13100	CRB Mfg.	236.85	
08		21030	AJ Davis + Sons	798.86	
09		21958	Fred Devine Div.	10230.02	
10		60000	Paramount Supply	1717.00	
11		04591	Amfac Fluid	460.00	
12		18905	Control Factors	913.50	
13		55476-02	NWMIW - P/R	162,599.29	
14		43135	J Kiel/Petty $	965.67	
15		45825	Liberty Equip	2079.00	
16		60000	Paramount Sup	1367.14	
17		62250	Pope Rigging	12,782.28	
18		62250	Pope Rigging	604.03	
19		55476-02	NWMIW	578,579.28	
20	11/2/88	10595	Brandon Travel	1258.00	11-2-88
21		21898	Dept of Labor	630.00	
22		24150	EC Distributing	528.00	
23		30484	Gasket Tech	474.70	
24		30484	Gasket Tech	626.50	

SI041726
NWMAR139225

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231844	10/28/88	57339	Oregon Dept Rev	48.36	10-28-88
845		59292	Pacific Coast En.	5000.00	
846		60000	Paramount Supply	757.15	
847		03937	American Int'l	1078.11	
848		42562	Kaiser Found.	5231.25	
849		57055	Oregon Dental Svc	5762.35	
850		63687	Principal Mutual	30717.39	
851		72625	Standard Ins	8091.43	
852		72625	Standard Ins	153.30	
853		04470	American Steel	3124.06	
854		34890	Hardware Spec	629.32	
855		48000	Marine Lbr Svc	264.96	
856		55476	NWMIW	16585.94	
857		62580	Portland Screw	272.07	
858		61086	Peters Office Supp	525.00	
859		68920	Sanderson Safety	964.00	
860		68920	Sanderson Safety	302.50	
861		68920	Sanderson Safety	1362.12	
862		75050	Templex Ind	857.28	
863		31775	Floyd George	72.59	
864		33140	Ken Gorham	177.47	
865		45905	Gregg Lind	256.08	
866		50798	Gil Miller	712.40	
867		66052	Geo Riddle	209.95	
868		86950	Wm Zavin	505.58	
869		62261	Port Chatham	388.00	
870		28596	1st Interst	6911.73	

SI041728
NWMAR139226

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231816	10-27-88	66205	Rice Safety	270.27	10-27-88
231817		55474	NW Medical Supply	351.74	
18		53540	Mutual Benefit Life	13,695.00	11-1-88
19		16620	Clayton Ind	162.00	10-27-88
20		21010	Rowe Indust.	236.11	
21		25015	El Cat Corp	122.00	
22		30484	Gasket Tech	530.50	
23		48475	F Martin & How.	375.00	
24		45825	Liberty Equip	149.90	
25		58630	Pacific Machinery	112.00	
26		60000	Paramount Supp	606.88	
27		55476-02	NWMIW	429,861.87	
28	10-28-88	07862	R.A. Barnes, Inc	3009.00	11-1-88
29		03380	Allwaste Asbestos	5000.00	10-26-88
30			VOID		
31			VOID		
32		4591	AM Fire Fluid	236.50	
33		13785	Capital Solutions	20813.00	
34		19860	Cruise Industry	20.00	
35		28591	1st Interstate	268.59	
36		30484	Gasket Technology	418.00	
37		38655	Industrial Valve	2800.00	
38		45825	Liberty Equip	255.75	
39		48000	Marine Land Sys	557.66	
40		55474	NW Medical Supply	183.57	
41		62270	Port of Portland	19729.17	11-15-88
42		66205	Rice Safety Equip	614.50	10-28-88
43		57339	Or. Dept of Rev	21.40	

SI041729
NWMAR139227

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231787	10/25/88	45825	Liberty Equip	3117.45	10-25-88
88		48000	Marine Land Svc	586.00	
89		82426	Wa. Dept Of Rev.	2688.39	
90		18905	Control Factors	451.25	
91		43135	A. Kiel - Petty Cash	1,207.23	11-1-88
92		16936	Coast Industrial	1208.86	10-25-88
93		80484	Gasket Technol.	1903.50	
94		03763	Amer. Screw	15.00	
95		62580	Portland Screw	631.21	
96		~~11165~~	~~VOID~~		
97		11165	Sipco	308,264.60	
98	10/26/88	08283	Bay Packing	25,000.00	10-26-88
99		15242	Chain Bar	151.20	
800		16938	Coast Indust	628.15	
801		29958	GMAC	239.40	
802		33586	Leo Greiner	484.88	
803		34890	Hardware Spec	1382.91	
804		39085	Int'l Graphics	2188.00	
805		48000	Marine Land Svc	124.00	
806		55476	NWMIW	230253.32	
807		40725	Fred S. James	300.00	10-25-88
808		42425	KADLEC PNEU	969.88	10-26-88
809		45825	Liberty Equip	4101.48	
810		62580	Portland Screw	577.47	
811		11995	Special T Metals	404.45	
812		10150	Bonneau Prod	365.00	
813	10/27/88	12719	Bye Engraving	126.50	10-27-88
814		43135	A Kiel / Petty Cash	1489.11	
815		45825	Liberty Equip	1050.00	

SI041730
NWMAR139228

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231760	10-25-88	18485	Consolidated Fireway	60.75	10-25-88
61		24168	EG & G Sealol	14.45	
62		25910	Emery Air Frt	589.62	
63		28181	Farwest Surf	157.50	
64		28574	Finzer Bus Sys	143.00	
65		29070	Forbes	90.00	✓
66		30561	Gauge Repair Serv	320.00	
67		39412	Intex Solutions	150.00	
68		47116	MRC & Communic	79.50	
69		47890	Marine Digest	135.00	
70		53897	Natl Standards	225.00	
71		57292	Oregon Paging	182.41	
72		62435	PG&E	354.58	
73		62509	Portland Packing	263.47	
74		64321	RMRS	900.00	
75		70985	Silver Eagle	238.42	
76		71385	Smith Bros	196.02	
77		71750	Sowers, Johnson	385.25	✓
78		72088	Spencer Fluid	126.60	
79		73010	Stas Parts	311.00	
80		74083	Superior Stripping	80.00	
81		74480	Systems Scientific	70.00	
82		79330	Trym-Tex	58.20	
83		80120	United Motor Frt	200.00	
84		80151	UPS	34.50	
85		80380	U.S. Protective Serv	120.00	✓
86	↓	43135	JKiel/Petty $$	1326.81	✓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231733	10/24/88	65293	Re-elect Bud Clark	1,000.00	10-24-88
734		55476	NWMIW - Cash	1,000.00	
35		59568	Packaging Commodities	247.74	
36		71165	Sysco	589,560.00	✓
37		79880	Underwater Services	415.00	
38		55476	NWMIW	7644.31	
739		42425	Kadlec Packaging	299.50	
740		37820	Ken R Humble	245.56	
741		45065	La Valley Construction	5,000.00	
742		45593	Leslie Controls	5,000.00	
743		84331	Willamette Upholstery	7,500.00	
744		33275	Grand Metal Products	1,100.00	
745	10-25-88	02417	Air Prod & Chem	258.15	10-25-88 C03
746		16420	City Radiator	95.00	
747		25910	Emery Air Frt	341.75	
748		58630	Pacific Machinery	392.53	
749		62180	Platt Electric	203.84	
750		64120	Quimby Welding	275.18	
751		73900	Sulzer Escher	1,290.00	
752		00789	ASP	1,248.30	10-25-88 ✓
753		02360	Air Filter Sales	400.78	
754		03600	Abrita Insulation	122.88	
755		03897	Amer Fire Prot	162.81	
756		06458	Auto Office Systems	75.00	
757		11900	Burdells Express	22.50	
758		13392	Callies Steel	650.00	
759		17143	Coffey Sales	130.00	

SI041732
NWMAR139230

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231706	10/21/88	17146	JJ Coleman	38.00	10-21-88
707		23687	A. Dunk	71.40	
708		24655	E. Eckelhoff	60.80	
709		44130	R. Kunkel	46.00	
710		49397	L. McGilluray	101.55	
711		49557	K. McMillan	106.40	
712		50798	G. Miller	148.65	
713		50915	Lynn Mills	197.00	
714		57645	J. O'Rourke	534.21	
715		66252	G. Riddle	12.00	
716		68927	J. Sandstrom	19.80	
717		70646	D. Sheridan	74.50	
718		86950	Wm. Zavin	409.63	
719		58490	Pacific Detroit	3039.00	
720		24168	EG+G Sealol	1593.80	
721		02720	Alaskan Copper	280.40	
722		42680	Karn Repair	3530.60	
723		66205	Rice Safety	1419.64	
724		68920	Sanderson Safety	651.00	
725		73270	Steam Supply	5050.00	
726			VOID		
727		43229	D King Petty $$	1559.22	
728		55476	NWMIW	337116.10	
729	10/24/88	04470	American Steel	1980.93	10-24-88
730		14276	Carson Oil	1258.66	
731		21070	Davis Industrial	94.76	
732		28593	1st Interstate	1132.10	

SI041733
NWMAR139231

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231679	10/20/88	73270	Steel Supply	6450.00	10-20-88
680		30484	Gasket Tech.	802.50	
681		39226	Ken R. Humbee	106.48	
682		59800	Palm Abrasive	2228.80	
683		55476	NW MIW Payroll	495,201.95	
684		18905	Control Factors	734.50	
685		30484	Gasket Tech.	609.85	
686		42425	Xadlec Pack.	783.34	
687		43229	P. King / Petty A	1432.42	
688		60000	Paramount Supply	673.09	
689		62580	Portland Screw	278.37	
690	10/21/88	22643	L.C. Doane Co.	505.75	10-21-88
691		31096	Owen George	300.00	
692		34890	Hardware Spec	4205.60	
693		36501	Hood River U.11	500.32	
694		48000	Marine Land Svc	1256.33	
695		56560	Oil Filter Svc	1098.08	
696		60000	Paramount Supply	1521.00	
697		66205	Rice Safety Equip	682.00	
698		68920	Sandusm Safety	199.50	
699		71680	SW. Lindsey	229.60	
700		58395	Pac. Coast Envir.	10,000.00	
701		62270	Port of Portland	244,714.09	
702		08263	Bay Decking	25,000.00	
703		45825	Liberty Equip	1065.91	
704		13390	N. Calley	413.25	
705		15341	I. Chandler	486.35	

SI041734
NWMAR139232

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231652	10/20/88	63695	Printer Place	350.00	10-20-88
653		64120	Quimby Welding	1338.80	
654		66205	Rice Safety	2287.39	
655		66715	Rockmount Res.	1631.20	
656		66960	Rodda Paint	357.84	
657		67460	Retometal	1084.10	
658		68920	Sanderson Safety	6942.35	
659		68920	Sanderson Safety	1451.62	
660		70850	Shuman Equip	2391.20	
661		71995	Special T Metals	3201.11	
662		72980	Star Oil Co.	648.90	
663		73030	Starke Norris	876.00	
664		73837	Stud Welding	1081.72	
665		75023	Tele. Mgt Co.	674.07	
666		75050	Temprex	1338.50	
667		77020	Office Supply Co.	650.00	
668		80845	VT Continental Pbs.	1772.63	
669		81604	W+O Supply	2319.00	
670		82328	Warren Machine	938.50	
671		82692	Webb OM Co.	308.90	
672		83195	Wesco.	283.80	
673		83395	Western Inc	1281.13	
674		83520	Western Fluid	2592.50	
675		83556	Western Image	360.77	
676		83835	Western Tempsic	3069.25	
677		12719	BYE Engineering	320.10	
678		18905	Control Factors	1473.88	

SI041735
NWMAR139233

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231625	10/20/88	S5399	NW Air Gas	2690.80	10-20-88
626		S5399	NW Air Gas	13,499.95	
627		S5399	NW Air Gas	512.65	
628		S5422	NW Golf Carts	2062.92	
629		S5455	NW Hydraulics	1753.00	
630		S5625	NW Temporary Svc	935.30	
631		S5650	NW Testing Labs	882.50	
632		S6368	Oakkite Prod.	1331.10	
633		S6388	Oceanic Marine	4831.00	
634		S6560	Oil Filter Svc	3035.86	
635		S7354	Oregon Steel Mills	1398.18	
636		S7612	Oregon Wire	2134.23	
637		S8670	Pacific Metal	284.61	
638		S8687	Pacific Office	1506.23	
639		60000	Paramount	5161.99	
640		60000	Paramount	1118.51	
641		60000	Paramount	6630.85	
642		60115	Parker Emerson	3375.00	
643		61030	J. Perine Co.	126.86	
644		62236	Pony Express	2353.25	
645		62250	Pope Rigging	2416.98	
646		62332	Portland Water	849.00	
647		62580	Portland Screw	1390.30	
648		63260	Power Rents	4690.00	
649		63640	Price Waterhouse	10,000.00	
650		63680	Priestly Oil	6481.00	
651		63692	Pringle Co.	2381.91	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231598	10/20/88	38620	Industrial Tire	1898.19	10-20-88
599		38655	Industrial Valve	3472.64	
600		39075	Inter. Industrial	1285.12	
601		39165	Interstate Rent	2376.62	
602		40810	Jewett-Cameron	5144.44	
603		42425	Kadlec Packaging	2149.82	
604		42680	Kern Repair Svc	480.20	
605		43209	Kilsby Roberts	1083.10	
606		43996	Knappton Corp	2343.00	
607		44510	La Grand Indust.	488.00	
608		44800	Lanes Miles Stnd.	1187.25	
609		45145	Lay + Osborn	520.17	
610		45825	Liberty Equip	14352.08	
611		46230	Lloyd's Regis.	145.00	
612		46250	Logiplex Corp.	809.15	
613		47130	MQS	341.60	
614		47820	MAR Dustrial	1416.16	
615		47895	Marine + Environ.	2515.00	
616		48000	Marine Land	1900.10	
617		48010	Marine Propulsion	15085.00	
618		48130	Marines Supply	12010.37	
619		49435	McGuire Bearing	801.09	
620		50250	Metra Steel	4061.95	
621		52043	Montgomery Elev.	1262.00	
622		53895	Natl Rent-A-Comp.	400.00	
623		54235	Walter Nelson Co.	678.90	
624		55399	NW Air Gas	2993.09	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231571	10-20-88	21070	Davis Indus	2,123.05	10-20-88
72		21958	Fred Devine	2,904.56	
73		22462	Diversified Claims	2,299.50	
74		23290	Dresser Indus	4,372.00	
75		24612	East Side Rug	195.15	
76		24639	Eastman Kodak	900.00	
77		25430	Elec. Specialty	247.60	
78		25950	Empire Batteries	1,108.10	
79		27445	Express Temp Serv	834.40	
80		27920	Familian NW	1,677.84	
81		27975	Farr West Marine	1,312.00	
82		27990	Far West Office Sup	434.19	
83		28596	FB	107,668.98	
84		28633	Flair Plastic Prod	253.50	
85		29511	Fraser Boiler	10,492.00	
86		29910	Friction Prod.	970.51	
87		30240	Galvanizers	620.80	
88		30484	Gasket Technology	10959.00	
89		32487	Glacier Contract	3899.89	
90		33535	Greensteel Inc	762.88	
91		33676	Grinnell Tech.	1170.15	
92		34890	Hardware Spec	11511.81	
93		35813	High Reach	58,594.50	
94		36994	R.S. Hughes	376.76	
95		37220	Ken R. Hunter	1086.80	
96		37686	IRC Aluminum	3638.97	
97		38035	IN-MAR SALES	2096.29	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231544	10-20-88	09675	Black Bay	6,135.30	10-20-88
545		10600	Barnon Instrument	8,177.65	
546		10980	Broadway Cab Coop	197.85	
547		11120	Patricia Brown	1,044.95	
548		11346	Bruning	617.08	
549		11636	Buffalo Forge	3,308.00	
350		12239	Burns Sec.	1,855.55	
551		14468	Cascade Computer	1,366.91	
552		15161	Cert. Welding Works	835.00	
553		15182	Century West Engin.	980.00	
554		15685	A.W. Chesterton	369.90	
555		16080	Chown Hdwe	1200.55	
556		16270	Citizens Photo	331.20	
57		16280	City Brass Foundry	649.00	
58		16938	Coast Indus. Supply	3,589.69	
59		17259	Columbia Ames Plating	850.00	
60		17260	Columbia Banding	4,029.84	
61		17630	Col River Pilots Assoc	1120.00	
62		18060	Commerce Clearing	170.00	
63		18905	Control Factors	5,758.62	
64		19050	Cooperheat	2,030.00	
65		19470	Coverall	743.84	
66		19828	Crosley & Overton	6507.50	
67		19890	Culligan Water	1,560.00	
68		~~20300~~	~~CWS Grinding~~	~~1,050.00~~	
69		21030	A.J. Davis	4,953.20	
70		21070	Davis Indus.	2,345.70	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231517	10/19/88	80151	U.P.S.	34.25	10-19-88
518		81475	Viking Freight	347.72	
519		86839	Yellow Forwarding	608.41	
520		02720	Alaskan Copper	3312.55	
521		43229	Dave King/Petty $	946.86	
522		48130	Mariners Supply	2437.84	
523		60000	Paramount Supply	435.68	
524		73070	SAIF Corp	29.52	
525		—	VOID		
526		47820	MARDustrial	448.00	
527	10-20-88	02417	Air Products	3632.97	10-20-88
528		02720	Alaskan Copper	3,680.34	
529		03765	Amer. Business Mach	620.45	
530		04032	Amer Metal Bearing	7,293.00	
531		04470	American Steel	12,069.07	
532		04473	VOID		
533		04473	American Tar	5,065.70	
534		04565	Amsco	10,646.65	
535		04798	Art Anderson	17,036.65	
536		05670	Arrow Transport	4,069.00	
537		06117	Assoc Hose Prod	668.00	
538		07630	Baker Tanks	2420.00	
539		08010	E. J. Bartells	836.90	
540		08440	Bearings	674.02	
541		08445	Beaver Bolt	5309.54	
542		09013	Berg Evans	580.60	
543		09015	Bergman Photo	635.34	

SI041740
NWMAR139238

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
281490	10/19/88	00225	ABScreenPrint	320.40	10-19-88
1491		31645	General Tool	5000.00	
492		32715	Global Eng.	200.00	
493		34356	SR Hall	490.74	
494		43229	D Carey/Petty $	1303.98	
495		44967	Laser Loft	369.00	
496		53430	Mult Co. Rec	38.00	
497		60000	Paramount	901.00	
498		68920	Sandvan Safety	683.00	
499		00225	ABScreenPrint	1474.90	
500		00982	AT+T Tech	234.00	
501		01933	AD Com Express	415.00	
502		01253	LS. Baker + Assoc	526.50	
503		10890	Brewed Hot Coffee	221.40	
504		11346	Bruning	331.80	
505		18160	Computer Rent	88.00	
506		18485	Consolidated Or.	41.54	
507		20605	Daily Shipping	191.62	
508		23015	Duplex Products	887.15	
509		28217	Fed Express	22.25	
510		29955	GI Trucking	119.51	
511		46250	Logiplex	283.30	
512		55477	NWMIW	4600.00	
513		60193	Parts Engineer	248.00	
514		66525	Roadway Exp.	183.00	
515		70985	Silver Eagle	116.82	
516		71165	Sipco Sfc	360022.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231463	10-19-88	37220	Ken Humke	180.64	10-19-88 C03
64		37610	Hydes Sales	113.41	
65		37873	Imperial Paint	52.50	
66		38035	In-Mar Sales	195.00	
67		38610	Industrial Research	79.02	
68		43880	Klip Stationers	58.56	
69		47116	MRCS Communic.	26.00	
70		47392	Mackinnon Tool	60.63	
71		50175	Metalcrafts	55.00	
72		54235	Walter Nelson Co	67.00	
73		55477	NWMIW	4,480.75	
74		56560	Oil Filter Service	65.80	
75		61225	Peterson Indus.	113.82	
76		63510	Premier Gear	475.86	
77		63790	Progress Elec.	50.00	
78		64054	Pursoil Tool	104.35	
79		64496	Radar Electric	66.52	
80		66960	Rodda Paint	62.25	
81		73030	Stark & Norris	117.50	
82		73720	Storey Tool & Die	36.00	
83		73970	Howard Sunde	255.00	
84		77240	Thomson Machinery	46.00	
85		71675	SW Industrial Sup	481.50	
86	10/19/88	55476	NWMIW	332003 57	10-19-88
87		55476	NWMIW	146036.14	
88		45825	Liberty Equip	4391.12	
89		73210	Steam Supply	495 00	

SI041742
NWMAR139240

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231436	10-17-88	12440	Geo S. Bush & Co.	235.94	10-17-88
37		14870	Cellular One	368.02	
38		56380	Occupational Med Ctr	300.00	
39		14206	Carson Oil	1413.59	
40		17260	Columbia Bonding	333.75	
41		19823	Cronin Co.	233.60	
42		33140	Ken Gorham	200.00	
43		43229	D. Kirey/Petty Cash	1390.18	
44		———	VOID	———	
45		53788	Nat'l Chemsearch	206.57	
46		59800	Palm Abrasive	329.95	
47		65995	Residence Inn	1015.02	
48	↓	48000	Marine Lord	2042.52	↓
49	10-18-88	37220	Ken Humke	578.40	10-18-88
50		60000	Paramount Supply	361.65	
51		62580	Portland Screw Co.	313.48	
52		12719	Byk Engraving	1075.25	
53		14910	Centerpoint	38,685.07	
54		29958	Gmac	859.80	
55		47820	Mar-Dustrial	208.00	
56		48000	Marineland	339.84	
57		66662	Roberton & Schwartz	159.90	
58		68920	Sanderson Safety	1599.91	
59	↓	57665	Debra Oswalt	1,000.00	↓
60	10-19-88	02720	Alaskan Copper	1164.87	10-19-88 003
61	↓	04470	American Steel	938.64	↓
62	↓	08440	Bearings Inc	617.72	↓

SI041743
NWMAR139241

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231409	10-14-88	60360	Payroll	2600.70	10-14-88
410		61084	Peters - Deleat	34.05	
411		62120	Pitney Bowes	140.25	
412		62690	Rld Typewriter	75.00	
413		63747	Production Supply	70.56	
414		63950	Pumps for Ind Repair	85.00	
415		66775	Rockmount Research	2681.80	
416		71670	SW Delivery	113.57	
417		83300	West Coast Wire Rope	163.90	
418		83850	W U Communications		
419	10-17-88	02720	Alaskan Copper	313.56	
420		45825	Liberty Equip	1309.15	
421		45825	Liberty Equip	1205.50	
422		48000	Marine Lord Svc	218.72	
423		60000	Paramount Spply	222.75	
424		66205	Rice Safety	1412.48	
425		68920	Sanderson Safety	1411.44	
426		72425	Kadlec Mfg	893.75	
427		60000	Paramount Supply	1,047.20	
428		75050	Tempex Industries	986.52	
429		01045	B+T Mfg.	1235.00	10-17-88
430		04470	American Steel	184.12	
431		21030	AJ Davis + Sons	433.05	
432		21898	Dept of Labor	2370.00	
433		60000	Paramount Supply	855.52	
434		35030	Harry + Davids	3785.15	
435		08440	Bearings	385.00	

SI041744
NWMAR139242

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231382	10/14/88	42425	Kaelle Packaging	756.00	10-14-88
383		43135	J Kiel/Petty Cash	664.29	
384		48000	Marine Lord Svc	765.60	
385		53430	Mult Co Recorder	118.00	
386		57350	Oregon Sec/State	13.75	
387		60000	Paramount Supply	370.79	
388		60000	Paramount Supply	1095.00	
389		66130	Reynolds Aluminum	256.20	
390		69035	Thomas Sourdine	7.85	
391		70358	Ted Sharp	691.78	
392		70986	Mike Silva	50.40	
393		84350	Norm Wilkinson	15.00	
394		05485	A. Arguedas	103.16	
395		10595	Bonded Travel	1262.00	
396		43135	A. Kiel (Petty Cash)	992.27	
397		55476-00	NWMIW	116,115.04	
398		09680	Black & Decker	69.30	
399		17777	Columbia Tower Club	33.00	
400		33271	Grant Edgel Co.	42.00	
401		47811	Maples & Assoc	3,051.00	
402		50180	Metalcrete Mfg	117.28	
403		50454	Micrpro	34.00	
404		51650	Mobia Media	40.00	
405		55477	NWMIW	33,701.70	
406		55491	NW Natl Gas	278.96	
407		56365	Oak Harbor Ins	48.30	
408	↓	58630	Pacific Machinery	65.39	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231355	10-13-88	71590	South Bend Lathe	18.66	10-13-88 C03
56		73998	Sunset Mfg	2312.00	↓ C03
57		12719	Bye Engraving	1,203.00	10-13-88
58	↓	55476-02	NWMIW	520,105.98	↓
59	10-14-88	00977	AT & T	3,932.54	10-14-88
60		17260	Columbia Banding	3,799.48	
61		17260	Columbia Banding	4,892.57	
62		29511	Fraser Boiler	65,158.00	
63		71165	Sipco	34,285.04	
64		83835	Western Pumps	2,221.64	
65		84347	Mike Williams Co	545.56	
66		04591	Amjac Fluid	172.00	
67		13100	CRB Mfg	590.00	
68		31645	General Tool	322.42	
69		42425	Kadlec Rcky	420.00	
70		~~45825~~ 45825	Liberty Equip	2340.00	
71		60000	Paramount Supply	313.65	
72		67970	Joseph T. Ryerson	1,208.00	
73		———	VOID	———	
74		62270	Port of Portland	304,509.00	
75		00225	ABScreenPrint	1263.94	
76		09440	Brodie Birch	13.00	
77		10595	Brandon Travel	1464.00	
78		13250	Grace Cain	14.80	
79		13264	Brenda Caldwell	25.20	
80		13390	N. Calley	224.95	
81	↓	17153	T. Collins	35.20	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231301	10/11/88	47820	Mar-Dustrial	471.64	10-11-88
302		43135	J Kiel/Petty $	1214.78	↓
303		59590	PNE Tel	926.00	↓
304		68920	Sanderson Safety	3064.55	10-11-88
305		60000	Paramount Supply	2600.50	10-11-88
306		70040	Senter Tool Serv	1,008.00	10-11-88 C03
307		58495	Pacific Electric	5,392.13	10-11-88
308	10/12/88	17260	Columbia Boundry	495.10	10-12-88
309		21030	AJ Davis	717.60	↓
310		24150	EC Distributing	298.00	
311		35805	Hewitt, Wm	29.55	
312		31673	Ino Delevel-Ire	256.08	
313		42425	Kadlec Packaging	1055.25	
314		43135	J Kiel/Petty $	1151.82	
315		45170	Leslex	26.50	
316		48060	Marine Land Svc	2434.02	
317		58495	Pacific Electric	575.00	
318		58495	Pacific Electric	2561.05	
319		60000	Paramount Supply	2551.00	
320		34890	Hardware Spec	4221.98	
321		60000	Paramount Supply	1148.84	
322		62580	Portland Screw	210.06	
323		66205	Rice Safety	3588.42	
324		68920	Sanderson Safety	810.00	
325		62580	Portland Screw	247.95	
326		08445	Beaver Bolt	649.00	
327	↓	01933	Ad Com	461.00	↓

SI041748
NWMAR139245

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231274	10/10/88	48445	Marsh McLennan	35,000.00	10-10-88
75		58495	Pacific Electric	4,692.40	
76		03380	Allwaste Asbestos	30,000.00	
77		03695	American Abrasive	39,000.00	
78		59292	Pacific Coast Environ.	25,000.00	
79		73070-02	SMF Corp.	120,000.00	
80		02720	Alaskan Copper	789.43	
81		03885	American Express	1003.34	
82		13285	Calhoun & DeJong	0000.00	
83		18470	Consilium Corp	1500.00	
84		30568	Gebhardt Machinery	152.09	
85		33540	Greene & Markley	4,000.00	
86		62270	Port of Portland	8564.79	
87		75050	Templex Industries	873.00	
88	10/11/88	29958	GMAC	228.00	10-11-88
89		61082	Peter Kolbey Co.	51.00	
90		12719	Bye Engraving	175.00	
91		17260	Columbia Banking	778.37	
92		17625	Columbia River Bar	620.64	
93		25015	El Cat Corp.	5834.00	
94		34890	Hardware Spec.	645.40	
95		38655	Indust Valve of Or	250.00	
96		45825	Liberty Equip	9973.91	
97		~~47820~~	~~Mail District~~	~~811.74~~	
98		48000	Marine Lord Svc	1336.80	
99		57336	State of Or DEQ	25.00	
231300		60000	Paramount Supply	621.30	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
23/247	10/7/88	31776	Owen George	1000.00	10-7-88
48		36501	Hood River Inn	1000.64	
49		18905	Control Jacters	1471.04	
50		35475	Helser Brothers	279.35	
51		59800	Palm Abrasive	186.80	
52		13390	N. Calley	72.79	
53		15341	J Chandler	1295.65	
54		30402	R Garrett	38.40	
55		49397	L Mcgillvray	123.30	
56		49545	R McLaughlin	707.32	
57		50798	G. Miller	1027.83	
58		68927	J. Sorelstrom	29.25	
59		84490	P. Wolfe	40.00	
60		35796	J. Hess	61.05	
61		86950	Wm Zorn	274.95	
62	10/10/88	43135	J Riel/Pettys	1417.66	10-10-88
63		48000	Marine Lord Svc	776.62	
64		58490	Pacific Detroit Dies	832.00	
65		60000	Paramount Supply	288.00	
66		66775	Packemart Reserved	572.80	
67		80325	U.S. Gov't Printing	102.00	
68		71165	Sipco	368,921.00	
69		04565	Amsco Refrigen	42820.10	
70		37489	Hydraulic Outfitters	2313.55	
71		41000	Jiggs Bearing	2545.00	
72		45825	Liberty Equip	30395.20	
73		45825	Liberty Equip	5474.03	

SI041750
NWMAR139247

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231220	10/06/88	62580	Portland Screw	1160.00	10-6-88
231221		66205	Race Safety	1738.95	
222		71554	Software Pub.	101.00	
223		75050	Templex Ind	1221.00	
224		75050	Templex Ind	889.20	
225		06775	Aztec Technology	1850.00	10-7-88
226	10/7/88	04021	American Machine	1192.00	
227		08445	Beaver Bolt	289.10	
228		26760	Esco. Corp	2610.00	
229		45825	Liberty Equip	6736.67	
230		45825	Liberty Equip	3689.32	
231			VOID		
232			VOID		
233			VOID		
234			VOID		
235			VOID		
236			VOID		
237		48000	Marine Lord Svc	2006.40	
238		48000	Marine Lord Svc	403.20	
239		60000	Paramount	217.46	
240		60000	Paramount	758.25	
241		60280	Patent Scaffold.	223.94	
242		71552	Soc. of Naval Arch.	1584.00	
243		43135	JKiel/Petty Cash	1219.71	
244		62270	Port of Portland	179,044.24	
245		~~02720~~	~~Alaska Copper~~ VOID	~~3579.00~~	
246		02720	" "	3579.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232593	10/5/88	71680	SW Lindsay	436.50	10-5-88
94		34890	Hardware Spec	4504.50	
95		36719	Houston Inc	310.00	
96		43209	Kilsby Roberts	526.22	
97		48000	Marine Land Svc	552.54	
98		58455	Pacific Coast	1520.00	
99		62580	Portland Screw	473.01	
232600		60000	Paramount Supply	3921.40	
231201		55476-2	NWMIW	204,781.55	10-5-88
202		45825	Liberty Equip	17,998.61	
03	10/6/88	←	VOID	→	
04		01933	Ad Com	46.00	10-6-88
05		28603	1st Interstate Leasing	773.52	
06		29270	Founders Club	55.00	
07		73030	Stark & Norris	670.00	
08		03885	Amer Express	501.67	
09		21070	Davis Indust	123.05	10-6-88
10		43135	J Kiel/Petty $	1331.20	10-6-88
11		60000	Paramount Supply	3004.25	
12		71680	SW Lindsay	343.20	10-6-88
13		55476-02	NWMIW	427,041.24	10-6-88
14		04470	American Steel	505.60	
15		56560	Oil Filter Service	3843.19	
16		08445	Beaver Bolt	4685.48	
17		21030	AJ Davis	717.60	
18		~~31776~~	~~[illegible]~~	~~1000.00~~	
19		~~36501~~	~~[illegible]~~	~~1000.64~~	

SI041752
NWMAR139249

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232566	10/4/88	15247	Chain Bar Repair	48.80	10-4-88
567		17260	Columbia Banding	255.00	
568		35805	William Hewitt	150.00	
569		37730	ITT Standard	6,069.38	
570		39075	Inter Mt Ind	215.00	
571		56560	Oil Filter Serv	668.00	
572		59800	Palm Abrasive	140.50	
573		60000	Paramount Supply	170.46	
574		"	" "	2,727.07	
575		81390	Versatron	189.13	
576		81751	Wallace Coast Mach	1,245.00	
577		43135	Osmond Kiel (Petty Cash)	1,041.94	
578		60177	Parr Lumber Co	737.40	
579		02720	Alaskan Copper	2563.70	
580		10595	Brandt Travel	309.00	
581		14156	Castle Metals	852.52	
582		42425	Kadlec Packaging	946.28	
583		45825	Liberty Equip	2763.17	
584		60000	Paramount	1206.76	
585		66205	Rice Safety	1466.48	
586		←	VOID	→	
587		62435	PG&E	16,722.76	
588		71750	Sowers, Johnson	2,075.50	
589	↓	80484	US West Communic	15,381.82	✓
590	10/5/88	←	VOID	→	
591		24150	EC Distributing	245.00	10-5-88
592	↓	30568	Gebhardt Machine	993.00	✓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232539	10/4/88	09675	Blaske Bolt Marine	7061.35	10-4-88
540		09675	Blaske Bolt Marine	23802.25	
541		09675	Blaske Bolt Marine	266.25	
542		10890	Brewed Hot Coffee	761.20	
543		10930	Bridgeport Steff	180.00	
544		11120	P. Brown, Atty	981.85	
545		11120	P. Brown, Atty	213.20	
546		11346	Bruning	2454.99	
547		12239	Burns Int'l Sec	16128.14	
548		12410	Geo. S. Bush & Co.	2973.86	
549		12570	Business Equip.	3117.00	
550		13113	CTR Business Sys	1552.20	
551		13190	Capp Ire	2628.80	
552		13950	Cargo Care Eng.	914.24	
553		14276	Carson Oil	913.92	
554		14460	Cascade Comm	210.00	
555		14500	Cascade Fire Safe	186.80	
556		15685	A.W. Chesterton Co	3722.80	
557		16280	City Brass Foundry	510.00	
558		16470	Clackamas Comm	1024.71	
559		16938	Coast Indust Supply	3143.67	
560		17147	Coleman Ind Sup	848.18	
561		17260	Columbia Banking	7675.02	
562		17777	Columbia Tower	30.00	
563		19470	Coverall Uniform	1736.06	
564		19497	John Crane Inc	220.35	
565		19890	Culligan Water	320.00	

SI041754
NWMAR139251

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232512	10/4/88		VOID		10-4-88
513		00450	ADT Inc	546.00	
514		00670	AGG Enterprise	8966.88	
515		00976	AT+T	4688.33	
516		00977	AT+T	366568	
517		01120	Abbott + Lind	427.27	
518		02041	Advanced Finish.	1449.98	
519		02417	Air Prod./Chem.	1949.00	
520		02720	Alaskan Copper/Br	2009.54	
521		03030	Alexander Paper	887.40	
522		03040	Alfa Laval Inc	8402.19	
523		03375	Allied Safe/Vault	3521.12	
524		03587	Alpha Technical	1961.54	
525		03897	American Fire Pro.	248.00	
526		04565	Amsco Refriger	1654.75	
527		04601	Anacomp Inc	500.00	
528		04998	Art Anderson	5666.10	
529		05110	Apollo Marine Svc	85.26	
530		05300	Arent Machinery	2834.20	
531		06345	Atwaters	354.40	
532		06490	Auto. Sprinkler	396.04	
533		08010	EJ Bartells Co.	1128.99	
534		08445	Beaver Bolt	5979.63	
535		08590	Beaver Heat	11.50	
536		08626	Beaver State Staff.	2280.00	
537		09015	Bergman Photo	1863.00	
538		09615	Black Ball Marine	2714.25	

SI041755
NWMAR139252

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232485	10/3/88	0560	Aronson Supply	114.50	10-3-88 (63
486		08440	Bearings	556.84	
487		09013	Berg Evans	89.44	
488		15242	Chain Bar Rep.	280.00	
489		16136	Cleanup Co	149.00	
490		21070	Dan Industrial	758.21	
491		21960	Dayton NW	50.40	
492		24150	EC Distributing	1499.00	
493		33040	Goodyear Rubber	97.77	
494		37220	Ken R Hunke	53.43	
495		43880	Klipsteiners	15.96	
496		45960	Lindsay Enterpr.	329.40	
497		47809	Mfg Tool Svc	705.00	
498		49435	McGuire Bearing	27.36	
499		50175	Metal Crafts	303.80	
500		54235	Walt. Nelson Co.	188.40	
501		55477	NW Marine IW	295.50	
502		56630	Pacific Machin.	187.72	
503		59800	Palm Abrasive	77.76	
504		62241	Pearson-Douglas	674.77	
505		63510	Premier Gear	223.60	
506		64054	Purosil Tool/Mfg	97.05	
507		64120	Quimby Welding	362.68	
508		72470	Star Metal Sales	105.00	
509		84660	Woodland Park	675.00	
510		62250	Pope Rigging	313.40	
511		71675	SW Indust Supp	289.92	

SI041756
NWMAR139253

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232458	9/30/88	84400	Willig	2,048.25	9-30-88
459		86839	Yellow Forwarding	1,535.53	
460		04470	American Steel	1,250.86	
461			VOID ———		
462	10/3/88	04470	American Steel	326.40	10-3-88
463		08445	Beaver Bolt	996.40	
464		08445	Beaver Bolt	733.28	
465		13100	CRB Mfg.	137.50	
466		15242	Chain Bar	140.00	
467		24150	E & Distrib.	3860.80	
468		24150	EC Distrb	245.00	
469		30100	General Chain	5600.00	
470		34356	Hall S. Petty $	501.45	
471		43135	JKiel/Petty $	1169.81	
472		47828	MAR Austral	217.00	
473		60000	Paramount	378.84	
474		60000	Paramount	277.00	
475		65995	Residence Inn	416.96	
476		73070	SAIF Corp	191.58	
477		73070	SAIF Corp	700.18	
478		73070	SAIF Corp	683.66	
479		19828	Crosby & Overton	4022.35	
480		63692	Pringle Co.	3153.44	
481			VOID ———		
482		02360	Air Filter Svc	75.72	
483		02417	Air Prod. + Chem	461.63	
484		04470	American Steel	120.00	

6.3

SI041757
NWMAR139254

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232431	9-30-88	28860	Flying Tigers	202.00	9-30-88
32		29955	G. P. Machine	89.04	
33		38084	Independent Dispatch	1685.00	
34		62270	VOID		
35		62270	Port of Portland	23520595	9-30-88
36			VOID		
37		68445	Beaver Bolt	1433.18	9-30-88
38		15341	Ivan Chandler	439.34	
39		33140	Ken Gorham	146.46	9-30-88 63
40		34890	Hardware Spec	1152.90	9-30-88
41		34890	Hardware Spec	101.25	
42		57673	IMO Delaval	479.60	
43		48130	Marines Supply	372.40	
44		44130	Kunkel Robert	44.22	
45		50915	Lynn Mills	100.00	
46		69385	H. Scroggins	2295.30	
47		84490	Pat Wolfe	19.60	
48		86950	Bill Zevin	151.25	
49		32472	John Gilmore	40.00	
50		55389	Northern Air Frt	1,719.98	
51		56365	Oak Harbor Frt	41.40	
52		60625	Peninsula Truck	37.36	
53		66525	Roadway Express	99.02	
54		73515	Stewart-Stiles	34.10	
55		78240	Don Toombs	3,756.00	
56		78771	Transcon Lines	130.90	
57		81475	Viking Frt	223.98	

SI041758
NWMAR139255

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232404	9/30/88	53565	NDT+E	9406.19	9-30-88
405		55476	NWMIW	155123.19	
406		56560	Oil Filter Svc	652.50	
407		58490	Pacific Detroit	4402.05	
408		60000	Paramount Supply	1064.40	
409		62224	Dale Poisel	550.00	9-30-88 Co 3
410		232410	SIRCO SVC	433,737.89	9-30-88
411		0393701	American International	1,062.34	9-30-88
412		←	VOID	→	
413		10470	Bradavin	19,000.00	9-30-88
414		48090	Marine Salvage	5250.00	
415		61280	Petpas Leasing	32,150.07	
416		42425	Kadlec Pkg	5152.33	
417		46000	Lips Propellers	31,560.00	
418		13118	C Works	2,250.00	
419		17630	Col. River Pilots Assoc	3410.00	
420		58691	Pacord	59,764.00	
421		28596	FIB	115,027.69	
422		00792	A & J Mfg	10,360.00	
423		29511	Frans Boiler	53,204.00	
424		84327	Willamette Savings	91,897.67	
425		01858	Action Express	26.54	
426		01933	Ad Com	1745.00	
427		02930	Albina Transfer	6,436.57	
428		09095	BWI Trucking	57.20	
429		11900	Burdells Express	26.00	
430		18485	Consolidated Frt	476.71	

SI041759
NWMAR139256

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
238377	9/29/88	48000	Marine Land Svc	5902.00	9-29-88
378		55476	NWMIW	334,329.54	
379		57285	Oregon Metal	436.14	
380		72115	Spraying Systems	217.84	
381		60215	ABF Freight	310.24	
382			VOID		
383		21030	AJ Dewitt Sons	717.60	
384		39075	Intermtn Indust	5700.00	
385		42425	Kodiak Rock Equip	326.80	
386		42562	Kaiser Sand.	5022.00	
387		48130	Mariners Supply	408.00	
388		57055	Oregon Dental Svc	4967.87	
389		63687	Principal Mutual Life	39384.96	
390		66205	Rice Safety Equip	855.36	
391		72625	Standard Ins Co	19112.92	
392		72625	Standard Ins Co	15330	
393	9-30-88	06775	Aztec Technology	1850.00	9-30-88
394			VOID		
395		02720	Alaskan Copper	23025.60	9-30-88
396		19855	Crown Optical	250.00	
397		21958	Fred Devine	10,000.00	
398		26760	ESCO Corp	1379.48	
399		43135	J Kiel/Petty A	1526.42	
400		45825	Liberty Equip	3026.72	
401		47116	MRCS Comm	52.00	9-30-88
402		48000	Marine Land Svc	403.20	9-30-88
403		48000	Marine Land Svc	2094.80	

SI041760
NWMAR139257

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232350	9/28/88		VOID		9-28-88
351		02720	Alascan Copper	221.50	
352		34890	Hardware Spec	8924.20	
353		42425	Kodiac Rock.	1103.26	
354		43135	JKiel/Petty $	1209.06	
355		48000	Marine Land Svc	469.12	
356		84375	W. Imingten IIrs	1147.29	
357		55476	NWMIW	159920.05	
358		55476	NWMIW	445054.51	
359			VOID		
360			VOID		
361		10595	Brandin Travel	32375	
362		39085	Int Graphics	228.42	
363		45825	Liberty Equip	31613.17	
364		58495	Pacific Fleet	2900.00	
365			VOID		
366		60360	Payroll	2050.05	9-29-88
367		60360	Payroll	620.45	
368		60360	Payroll	3087.75	
369		60360	Payroll	1533.80	
370		47820	Mar Distrib	148.45	
371		59800	Palm Abrasive	120.50	
372		66985	Rotinat Mobil	440.00	
373		00875	~~ANR Freight~~ VOID	~~310.24~~	
374		33580	Leo Greiner	4176.52	
375		03885	American Exp	602.00	
376		43135	JKiel/Petty $	1991.31	

SI041761
NWMAR139258

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
~~232323~~ ~~23323~~	9-26-88	43135	J. Kiel (Petty Cash)	1,060.79	9-26-88
324		21030	A. J. Davis & Sons	179.10	
325		60000	Paramount Supply	195.85	
326		37722	Barton	3,010.00	
327		35805	William Hewitt	118.00	
328		60000	Paramount Supply	671.94	
329		49545	Robert McLaughlin	500.00	
330	9/27/88		VOID		
331		04470	American Steel	12,018.86	9-27-88
332		02720	Alaskan Copper/Bis	2903.21	
333		02720	Alaskan Copper/Bis	784.26	
334		47820	Mar-Dustrial	282.54	
335		48000	Marine Lord Sve	594.00	
336		58455	Pacific Coast	2100.00	
337		60000	Paramount Supply	265.20	
338		60280	Patent Scaffolding	60.50	
339		63147	Production Supply	388.75	
340			VOID		
341		43865	Kleen Blast	46,266.53	
342		48445	Marsh McLennan	100.00	
343			VOID		
344		39087	Int'l Maritime	550.00	9-27-88
345		55476	NWMIW	100,000.00	9-27-88
346		44685	Bill Landen	2500.00	
347		62580	Portland Screw	233.03	
348			VOID		
349		43865	Kleen Blast	27,373.93	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232296	9/23/88	62270 02	Port of Portland	200,538 31	9-30-88
297			VOID		9-23-88
298		47895 01	Marine Environment	12,210.00	
299		53895 01	Nat'l Rent a Computer	215.00	
300		83835	Western Temporary	1325.68	
301			VOID		
302		36773	Howard Wire Cloth	145.92	
303		34890	Hardware Spec.	1691.28	
304		60000	Paramount Supply	708.06	
305		66205	Rice Safety	442.00	
306		13390	N. Calley	191.05	
307		15341	I Chapelle	940.01	
308		19405	P. Costello	103.71	
309		70645	D. Sheridan	447.37	
310		70646	Don Sheridan	45.05	
311		84490	P. Wolfe	12.00	
312		80545	United Way	1000.00	
313		43135	Kiel (Petty Cash)	1,133.35	
314		5547602	NWMIW	479,960.69	
315		32800	Don Goldthwaite	73.40	9-26-88
316	9/26/88	00035	AAMCO Transmiss.	124.55	
317		48000	Marine Land Svc	3012.80	
318		48130	Mariners Supply	6,750.00	
319		57065	Dept of Motor Veh	148.50	
320		65995	Residence Inn	376.05	
321		82426	State of Wash/Dept of Rev	81.05	
322		86950	W.H. Zuin	194.80	

SI041763
NWMAR139260

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232269	9/21/88	65995	Residence Inn	899.25	9-21-88
270		06130	Associates Capital Svc	1,948.33	
271		04470-02	American Steel	18,812.68	
272		04470-01	American Steel	10,449.49	
273		00225	A.B. Screenprinting	1,729.34	9-22-88
274		623201	Portland Water Bur.	748.69	9-21-88
275			VOID		
276		42425	Kadler Packaging	1,187.50	
277		60000	Paramount Supply	1,024.36	
278		62580	Portland Screw Co.	311.61	
279		32440	Paul O. Giesey	190.00	
280		44623	Lacey-Harmer	2479.00	9-21-88 603
281	9/22/88		VOID		
282		08445	Beaver Bolt	221.25	9-22-88
283		43135	Armond Kiel (Petty Cash)	1,154.87	
284		554702	NWMIW	62,765.25	
285		5547-02	NWMIW	90,000.00	
286	9/23/88		VOID		
287		43135	J. Kiel Petty $	976.42	9-23-88
288		08445	Beaver Bolt	557.39	
289		60000	Paramount	3486.18	
290		66115	Rockmount Res.	497.40	
291		66262	Rieker Inc.	718.95	
292		48000	Marine Land SIC	11,138.33	
293		56560	Oil Filter Service	2,355.67	
294		19828	Crosby & Overton	582.24	9-23-88
295			VOID		

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232242	9/18/88	60000	Paramount Supply	1146.05	9-19-88
243		66205	Rice Safety Eq.	804.12	
244		28221	~~Federal~~ Pro Cont	150.00	
245		79816	Loran Trumbo	600.00	
246	9/20		VOID		
247		00627	AES Coaches	351.50	9-20-88
248		03585	American Express	1,404.67	
249		10595	Brandon Travel	5,433.00	
250		24150	EC Dist	2,300.00	
251		43135	Armond Kiel (Petty Cash)	1,219.86	
252		48000	Marine Land Svcs	3,744.00	
253		55476-02	NWMIW	326,878.97	
254			VOID		
255		42425	Kodiac Pools	504.00	
256		75050	Templex Ind	476.00	
257		64321	RMRS Systems	900.00	
258		48445	Marsh + McLennan	800.00	
259		10595	Brandon Travel	2,986.00	9-22-88
260	9/21/88		VOID		
261		06775	Aztec Technology	2,500.00	9-21-88
262		34890	Hardware Specialty	962.40	
263		43135	Armond Kiel (Petty Cash)	811.97	
264		56560	Oil Filter Service	318.45	
265		60000	Paramount Supply	739.80	
266		"	" "	1,382.10	
267		"	" "	2,795.40	
268		62578	Portland School Language	440.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232215	9/16/88	82708	Kevin Webster	354.42	9-29-88
216	9/16		VOID		
217	9/16	62270-2	Port of Portland	303,724.43	
218	9/18		VOID		
219		82000	Wanke Cascade	2598.4	9-16-88
220		60000	Paramount Supply	1618.10	
221		57260	Oregon Leather	198.72	
222		56560	Oil Filter Svc	414.00	
223		12852	"C" Craft	1618.76	
224		12852	"C" Craft	210.00	
225		33685	Ed Griswold	716.60	
226		84350	Norm Fillinger	59.00	9-22-88
227			VOID		
228		55476	NWMIW P/R	20303.31	9-18-88
229		65995	Residence Inn	540.66	9-19-88
230		30100	General Chain	2800.00	
231		60000	Paramount Supply	410 00	
232		66205	Rice Safety	2558.56	
233		84450	Winks Hardware	34.36	
234		56560	Oil Filter Svc	264.76	
235		43135	J. Kiel	468.29	
236			VOID		
237		26760	Esco Corp	573.00	
238		45980	Robert Linville	1050.00	
239		49545	Robert McLaughlin	500.00	
240		57334	Or Dept Ins/Fin.	1150.00	
241		60000	Paramount Supply	185.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232188			VOID		9-14-88
189	9/15/88	57336	DEQ	25.00	
190			VOID		
191		29511-01	Fraser Boiler/Dres	40,000.00	
192		55476-02	NWMIW	540,067.21	9-15-88
193		3900-01	American Gear	1178.00	25232192 9-14-88
194			VOID		
195		10595	Branden Travel	4054.97	9-15-88
196			VOID		
197		34356	Hall SR	513.17	9-16-88
198		43135	AJ Kiel	1630.06	
199		48000	Marine Land	2331.18	
200		00225	AB Screen Prt	1348.98	
201			VOID		
202		19828	Crosby & Overton	4,022.35	
203			VOID		
204		86950	Wm Zavin	304.95	
205		13264	Caldwell, B	33.60	
206		49397	L. McGillivary	78.40	
207		15341	Ivan Chandler	2556.86	
208		05485	A Arguedas	133.19	
209		~~84380~~	~~[illegible]~~	~~59.00~~	
210		17153	T. Collins	17.60	9-16-88
211		84490	P. Wolfe	80.00	
212		70646	D. Sheridan	40.65	
213		13390	N. Calley	245.00	
214		36400	C. Hemaker	206.68	

SI041767
NWMAR139264

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232161	9/12/88	32472	John Gilmore	2,000.00	9-29-88
162		43135	Armond Kiel (Petty Cash)	970.62	9-12-88
163		48000	Marine Land Serv	2,737.62	
164		84640	Greg Woodall	200.00	
165		56560	Oil Filter Service	256.48	
166		60280	Patent Scaffolding	8,418.25	
167		5547602	NWMIW	45,201.47	
168		43865	Kleen Blast	34,128.22	
169	9/13/88	VOID			
170		24168	E G + G Sealol	369.00	9-13-88
171		43135	Armond Kiel (Petty Cash)	807.79	
172		33580	Leo Griner	484.88	
173		5547602	NWMIW	39,334.72	
174	9/14/88	05575	Arlington Club	162.45	9-14-88
175		31775	Cloyd George	230.60	
176		33140	Ken Gorham	150.16	
177		50367	Mccraft	434.00	
178		5547602	NWMIW	229,165.42	
179		56560	Oil Filter Service	330.22	
180		74877	Superior Fast Frt	179.69	
181		80842	VIP Packing	75.00	
182		43135	Armond Kiel (Petty Cash)	547.97	
183		VOID			
184		59292	Pacific Coast Enviro	6,910.00	
185		43135	Armond Kiel (Petty Cash)	562.93	
186		71165	Supa Marine	587,932.00	
187		43865	Kleen Blast	32,025.07	
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232134	9/7/88	33685	Ed Griswold	1,010.13	9-7-88
135		43135	Armond Kiel (Petty Cash)	1,090.93	
136		48130	Mariners Supply	508.00	
137		"	" "	1,486.00	
138		71165	Sipco Gases	46,502.64	
139		48090	Marine Salvage	5,250.00	
140		10470	Bradavin	19,000.00	
141		61280	Petrogas	32,150.07	partial 9-7-88 9-30-88
142	9/8/88	00225	AB Screen Printing	7,759.00	9-8-88
143		10595	Brandon Travel	3,503.00	
144		36494	Honeywell Protection	489.50	
145		47116	MRCS Communications	159.00	
146		70020	Lenco Portland	222.00	
147		70970	Silo	627.99	
148		43135	A. Kiel (Petty Cash)	1,091.56	9-29-88
149		5547602	NWMIW	717,473.31	9-8-88
150	9/9/88		VOID		
151		24168	E. G & G Sealol	369.00	9-9-88
152		42723	Kearfott Marine	1,575.00	
153		43135	Armond Kiel (Petty Cash)	1,006.68	
154		57637	Oregonian Publishing	189.75	
155		60280	Patent Scaffolding	335.00	
156		"	" "	1,425.00	
157		74918	Technical Controls	414.00	
158		62270-2	Port of Portland	160,000.00	9-29-88
159		35687	Heritage Credit Svc	1,500.00	9-9-88
160		77390	Thunderbird Charters	678.00	9-29-88

SI041769
NWMAR139266

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232107	9/2/88	43135	Armond Kiel (Petty Cash)	452.46	9-2-88
108		68677	Sammons Trucking	1,376.70	
109		28221	Federal Procurement Conference	1,600.00	
110		28226	Federal Publications	800.00	
111		62270-02	Port of Portland	213,364.84	
112		81460	Voit Rubber	933.78	
113		03885	American Express	2,107.01	
114		13390	Nicholas Calley	174.50	
115		45375	Jim Lemberg	15.60	
116		50915	Lynn Mills	264.50	
117		55476-02	NWMIW	7,405.00	
118		66252	George Riddle	13.05	
119		~~20645~~	~~Dale's Catering Serv~~	~~180.00~~	
120	9/6/88	33140	Ken Gorham	250.00	9-6-88
121		43135	Armond Kiel (Petty Cash)	1,264.32	
122		13180	Copper & Brass Works	43.00	
123		29950	GFA Corp	62.60	
124		12719	Bye Engraving	311.50	
125			VOID		
126		55476-02	NWMIW	62,208.71	
127	9/7/88	00675	AGH Industries	254.40	9-7-88
128			VOID		
129		48130	Mariners Supply	508.00	
130		56560	Oil Filter	912.24	
131		61980	Pioneer Sterilized Cloth	2,600.00	
132		62580	Portland Screw Co	288.96	
133		86950	Bill Yavin	1500.00	
					X

SI041770
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232080	8/29/88	←	—VOID—		→
081		37673	IMO - Delaval	15,511.25	8-29-88
082		47892	Marine Eng	89.00	8-31-88 Co 2
083		65995	Residence Inn	546.00	8-29-88
084	↓	74875	Taylor & Hintze	1,339.85	↓
085	8/30/88	10595	Brandon Travel	2,006.45	8-30-88
086		5547602	NWMIW	281,466.41	
087		56560	Oil Filter Inc	180.81	
088		79525	U-Develop Custom	575.00	
089	↓	43135	Armond Kiel (Petty Cash)	799.78	
090	8/31/88	←	VOID		↓ →
091		02447	Air Master Products	10,513.06	8-31-88
092		35945	High Strength QA	16,105.73	
093		"	" " "	7,669.76	
094		43135	Armond Kiel (Petty Cash)	707.91	
095		68677	Simmons Trucking	2,097.60	
096		71165	Supco Svcs + Marine	116,296.04	
097		30700	General Chain Bar	3,528.27	
098	↓	5547602	NWMIW	119,275.01	↓
099	9/1/88	10595	Brandon Travel	2,966.16	9-1-88
100		55705	Norvac Services	26,423.00	
101		12919	Bye Engraving	1,210.00	
102		5547602	NWMIW	528,632.43	
103	↓	"	"	3,099.75	↓
104	9/2/88	35805	William Hewitt	126.20	9-2-88
105		36400	Charles Honaker	200.00	
106	↓	36773	Howard Wire Cloth	300.00	↓
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232053	8/25/88	71165	Sipco Svcs & Marine	68,581.19	8-25-88
054	8/26/88	←	VOID		→
055		11754	Builders Hardware	241.53	8-26-88
056		67315	Rolled Alloys	288.75	
057		82330	Warren Pumps Inc	1,430.00	
058		43135	Armond Kiel (Petty Cash)	1,129.51	9-1-88
059	←		VOID		→
060		00225	AB Screen Printing	5,032.70	8-26-88
061		13390	Nicholas Calley	288.64	
062		15341	Ivan Chandler	478.26	
063		35077	Lloyd Hartshorn	88.25	
064		49397	Larry McGillivray	113.27	
065		50915	Lynn Mills	56.00	
066		5547602	NWMIW	290,000.00	
067		86950	William Zoven	1,288.85	
068	↓	29511	Fraser Boiler	100,000.00	↓
069	8/29/88	←	VOID		→
070		28591	FIB (Grebe)	537.20	8-29-88
071		33580	Leo Greiner	476.52	
072		35945	High Strength QA	7,669.28	
073		43135	Armond Kiel (Petty Cash)	1,149.26	
074		57339	Ore Dept Revenue	80.00	
075		60280	Patent Scaffolding	700.00	
076		71165	Sipco Svcs	3,704.40	
077	←		VOID		↓
078		62270-02	Port of Portland	257,639.22	9-1-88
079	↓	71165	Sipco Svcs	597,011.00	8-29-88
					↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232026	8/22/88	←	VOID	→	→
027		21897	DEQ	200.00	8-22-88
028		87426	Wa Dept Revenue	51.50	↓
029		43135	Armond Kiel (Petty Cash)	863.17	8-29-88
030	↓	55476-02	NWMIW	351,281.25	↓
031	8/23/88	←	VOID	→	↓
032		48000	Marine Land Services	14,011.50	8-23-88
033		48770	Mascott Equip	220.50	↓
034		74880	Taylor Electric	3,376.80	↓
035	↓	43135	Armond Kiel (Petty Cash)	606.13	9-1-88
036	8/24/88	←	VOID	→	→
037		10595	Brandon Travel	2,172.58	8-24-88
038		~~55476-02~~	NWMIW	283,627.77	↓
039		"	"	275,897.00	↓
040		57630	Oregonians Against Crime	300.00	↓
041	↓	65995	Residence Inn	2,590.64	↓
042	8/25/88	←	VOID	→	→
043		19405	Patrick Costello	1,500.00	8-25-88
044		33144	Gourmet Deli	71.50	↓
045		34356	S.R Hall (Petty Cash)	507.62	↓
046		53788	National Chemsearch	553.98	↓
047		60177	Parr Lumber	106.32	↓
048		55476-02	NWMIW	240,000.00	8-29-88
049	←		VOID	→	→
050		33140	Ken Gorham	146.46	8-25-88
051		43135	Armond Kiel (Petty Cash)	714.42	↓
052	↓	57260	Ore Leather	198.72	↓
					X

SI041773
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NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231999	8/19/88	08660	Beck Electric	11,088.00	8-19-88
232000		13390	Nicholas Calley	269.78	
01		28593	FIB (Otley feed)	494.80	
02		31775	Cloyd George	549.78	
03		33320	Graybar Co	100.00	
04		35805	William Hewitt	93.05	
05		50465	Mid-Continent	16,400.00	
06		54500	Gordon Newell	19.75	
07		63772	Chandra Proffitt	72.00	
08		71165	Lipco Marine	1,447.00	8-19-88
09		83420	Western Adm	25.00	8-19-88
10		83904	Westinghouse Elec	19,719.25	
11			VOID		
12		6227002	Port of Portland	218,488.80	8-29-88
13		31775	Cloyd George	270.00	8-19-88
14		36500	Hood River Inn	262.88	
15		37570	~~Hygenic Tech~~	~~8,095.00~~	
16		62680	Portland Trailblazers	1350.00	8-19-88
17		43135	Armond Kiel (Petty Cash)	764.92	8-19-88
18		5547602	NWMIW	93,813.30	
19		57331	Ore State Treasurer	622.20	
20		57339	Or Dept Revenue	21.40	
21		73465	Stevens Marine	1,273.00	
22			VOID		
23		37570	Hygenic Technology	7,933.10	
24		5547602	NWMIW	99,743.19	8-31-88
25		57329	Ore Corp Div	20.00	8-19-88

SI041774
NWMAR139271

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231972	8/16/88	71165	Sipes Boyes & Marine	14,239.58	8-16-88
973	↓	5547602	NWMIW	275,997.10	↓
974	8/17/88	←	VOID	→	→
975		05575	Arlington Club	101.10	8-17-88
976		17320	Columbia Hydraulic	485.00	↓
977		22643	J.C. Doane Co.	1,891.92	
978		29270	The Founders Club	55.00	
979		53390	Mult Athletic Club	8250	
980		43135	Armond Kiel (Petty Cash)	69221	
981		71165	Sipes Marine Svc	77,189.53	
982		73996	Sunrise Credit	120.18	
983	←		VOID	→	→
984		10595	Brandon Travel	3,035.00	
985		29123	Arthur Forsyth Co	301.44	
986		30700	General Chain Bar	3,35264	
987		35073	Hart Intl Specialty	3,897.65	
988		46720	Jacky J.T. Distr	862.00	
989		67970	Joseph T. Ryerson	3,041.94	
990	↓	50115	Merit Metal Prod	122.58	↓
991	8/18/88	←	VOID	→	→
992		37673	IMO Delaval Inc	264.00	8-18-88
993		43135	Armond Kiel (Petty Cash)	553.34	↓
994		5547602	NWMIW	561,091.56	
995		56523	Office Prod N.W.	46.77	
996	↓	58455	Pacific Coast Marine	700.00	
997	8/19/88	←	VOID	→	→
998	↓	04024	American Mgmt	125.00	8-18-88
					X

SI041775
NWMAR139272

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231945	8/15/88	17777	Columbia Tower	30.00	8-15-88
946		18135	Complete Abrasive	181.96	
947		28591	FIB (Corp Tax)	15,000.00	
948		28593-02	FIB (Attorney fees)	6,071.70	
949		46000	Lips Propellers	5,700.00	
950		34485	Newcomb, Sabin	5,770.00	
951		60280	Patent Scaffolding	507.75	
952		13264	Brenda Caldwell	33.60	
953		13390	Nickolas Calley	172.61	
954		17153	Jerry Collins	44.00	
955		45375	Jim Lemberg	26.00	
956		49397	Larry McGilbray	84.70	
957		66252	George Riddle	933.78	
958		70980	Michael Silva	28.80	
959		74877	Doug Taylor	577.81	
960		46715	J. R. Tucca	107.60	
961		32472	John Gilmore	0.00	
962		15341	Dean Chandler	155.75	
963		84345	Dale Williams	15.00	
964	←		VOID		→
965		29123	Arthur Forsyth Co	1,480.44	
966		3547602	NWMIW	164,476.97	
967		63750	Rod Research + Chem	406.64	
968	↓	66205-02	Rice Safety	3,394.36	↓
969	8/16/88	28591-02	FIB (Aurora Pump)	211.00	8-16-88
970	8/16/88	←	VOID		→
971	↓	43135	Armond Keil (Petty Cash)	1,193.98	8-16-88

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SI041776
NWMAR139273

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
231918	8/11/88	26360	Eff Elec	2,125.00	8-10-88
919			VOID		
920			VOID		
921			VOID		
922		34890	Hardware Specialty	2,395.40	8-11-88
923			VOID		
924			VOID		
925		~~55476-02~~	~~NWMIW~~ VOID	~~87,744.81~~	~~8-15-88~~
926		32472	John Gilmore	2,000.00	
927	8/12/88	43135	Armond Kiel (Petty Cash)	1,074.19	8-15-88
928		~~29511~~	VOID		
929		29511	Fraser Boiler + Diesel	5,286.00	8-12-88
930		31775	Cloyd George	600.00	
931		36501	Hood River Village	525.76	
932		48130	Mariners Supply	18,000.00	
933		49525	McIntyre Engr.	284.00	
934		53540	Mutual Benefit Life	6,390.00	
935		63285	Power Up-Channelmark	182.35	
936		71005	Simmons Boardman	30.00	
937			VOID		
938		62270-02	Port of Portland	252,741.15	8-12-88
939		43135	Armond Kiel (Petty Cash)	551.65	8-15-88
940		55476-02	NWMIW	87,744.81	8-12-88
941	8/15/88		VOID		
942			VOID		
943			VOID		
944		00792	A + J Mfg	10,000.00	8-15-88
					X

SI041777
NWMAR139274

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
217891	8/8/88	37722	ITT Barton Instr	2,700.00	8-8-88
92		70040	Senter Tool Service	256.00	
93		81390	Versitron	186.00	
94		81608	Waagmeester Canvas	1,211.91	
95		19855	Crown Optical	180.00	
96		50690	Mil-Spec Ind	4,740.00	8-29-88
97	8/9/88	43135	Armond Kid (Petty Cash)	1,326.07	8-15-88
98		44120	Bob Kreitel (Jeanman)	368.00	8-29-88
99		24840	Egghead Software	279.99	
900		28519-02	FIB NO ISSUE	33.00	
231900	8/10/88		VOID		
902			VOID		
903		12719	Bye Engraving	478.00	8-10-88
904		49545	Robert McLaughlin	1,000.00	
905		70490	The Shenango Co.	7,080.00	
906		83802	Western Satellite	1,148.15	
907		43135	Armond Kid (Petty Cash)	1,012.04	8-15-88
908		53430	Mult. Cty Recorders Off	33.00	8-10-88
909			VOID		
910		00752	A + A Mfg	10,000.00	8-10-88
911		28591-02	FIB (Amfac)	246.84	
912		63750	Kidd Research	536.00	
913	8/11/88	55476-02	NWMIW	500,000.00	8-11-88
914	8/10/88	55476-02	NWMIW	271,237.35	8-10-88
915		55476-02	NWMIW	151,210.73	
916	8/11/88		VOID		
917		00225	AB Screen Printing	3,015.75	8-16-88

SI041778
NWMAR139275

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register	
232997	8/3/88	65995	Residence Inn	1,400.76	8-3-88	✓
998		43135	Armond Kiel (Petty Cash	1,066.03	8-15-88	✓
999		48441	Marmon Keystone	174.00	8-3-88	✓
233000		55476-02	NWMIW	268,118.22	↓	✓
217866	8/4/88	43135	Armond Kiel (Petty Cash)	842.77	8-15-88	✓
869	8/5/88	←	VOID		→	✓
870	↓	←	VOID		→	✓
871	↓	←	VOID		→	✓
872		34356	S.R Hall (Petty Cash)	450.67	8-5-88	✓
873		69091	Savin Corp	2,930.00	↓	✓
874		43135	Armond Kiel (Petty Cash)	869.68	8-15-88	✓
875	←		VOID		→	
876		62270-02	Port of Portland	250,426.48	8-5-88	✓
877		55476-02	NWMIW	731,941.24	↓	✓
78	←		VOID		→	
79	←		VOID		→	
80		04565	Amsco Refrigeration	37,308.40	8-5-88	✓
81		15182	Century West Eng	549.85		✓
82		19623	Cronin Co	243.84		✓
83		53695	National Rent-Computer	235.00		✓
84		74680	Taylor Elec	1,688.40		✓
85		84450	W.C. Winks Hardware	343.60	↓	✓
86		45593-05	Reddaway	332.95	8-29-88	✓
87	↓	73070-01	SAIF	225,175.10	8-5-88	✓
88	8/8/88	←	VOID		→	✓
89	↓	00791	A+J Catering	2,948.00	8-8-88	✓
90	↓	21897	DEQ	200.00	↓	✓
					↓	

SI041779
NWMAR139276

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232970	7/29/88	69345	Scienco Sys	9,252.35	8-4-88
971	↓	855476-02	NWMIW	248,757.36	8-31-88
972	8/1/88	35073	Hart Int'l Specialty	3,668.70	8-1-88
973		43135	Armond Kiel (Petty Cash)	1,275.43	8-4-88
974		80282	United Truck Lines	166.56	8-29-88
975		55476-02	NWMIW	397,741.25	8-1-88
976		02720-03	Alaskan Copper	36,209.04	
977		48095	Marine Structures	2,625.00	
978		65995	Residence Inn	1,570.47	
979		70986	Silver Eagle Co.	136.42	↓
980	↓	50798	Gil Miller	122.98	8-4-88
981	8/2/88	37673-02	IMO - Delaval	4,196.80	8-2-88
982		57332-02	Or Dept Human Resources	2,156.00	8-31-88 C02
983		57339-05	Or Dept Revenue	1,375.00	8-31-88 C02 again 9/5
984	←		VOID		→
985	←		VOID		~~8-3-88~~
986	←		VOID		→
987	←		VOID		→
988	8/3/88		VOID		→
989	←		VOID		→
990	←		VOID		→
991	←		VOID		→
992	←		VOID		→
993	←		VOID		→
994	←		VOID		→
995		37673	IMO - Delaval	130.00	8-3-88
996	↓	46225	Lloyds of London	157.42	↓
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232943	7/27/88	00225	AB Screen Printing	176.02	8-4-88
44		14910	Centerpoint Private Capital	5,000.00	
45		16466	Cla-Val	188.01	
46		42830	Kennametal	130.52	
47		43135	Armond Kiel (Petty Cash)	852.99	
48		5547602	NWMIW	193,636.26	
49		70490-03	Shenango Co	7,793.00	8-29-88
50		57260	Oregon Leather	198.72	
51		60177	Parr Lumber Co	1,527.21	
52	7/28/88	30700	General Chain Belt	1,737.45	8-4-88
53		60280	Patent Scaffolding	385.91	
54		"	" "	105.20	
55		71165	Sipco Services	156,497.50	8-31-88
56		43135	Armond Kiel (Petty Cash)	646.10	8-4-88
57		55476-02	NWMIW	457,636.98	
58	9/29/88	48441	Marmon-Keystone	240.00	
59		04565	Amsco Refrigeration	5,660.45	partial 8-29-88, 9-1-88
60		13372	State Board of Equalization	58.00	8-4-88
61		19828	Crosby & Overton	4,022.35	
62		28217	Federal Express	33.00	
63		31775	Cloyd George	1,400.00	
64		42564	Peter Kalby Co	535.00	8-31-88
65		43135	Armond Kiel (Petty Cash)	743.04	8-4-88
66			VOID		
67		62270-02	Port of Portland	227,655.24	
68		25015	Eleat Corp	2,112.00	
69		49525	McIntyre Eng	3,770.00	8-29-88
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232916	7/21/88	83904-07	Westinghouse Electric	18,037.50	7-28-88
17	7/22/88	28593	FIB (401-K QTR FEE)	3,659.09	
18		45605	Thomas J Levak	812.30	
19		5547602	NWMIW	4,779.76	↓
20		55705	Norvac Services	9,253.00	8-4-88
21		57337	Public Utility Commission	180.51	7-28-88
22			VOID		
23		6227002	Port of Portland	186,346.82	
24		64321	RMRS System	900.00	
25		78255	Total Systems Support	437.50	
26		80480	U.S. Treasury	70.00	
27		33140	Ken Gorham	133.93	↓
28		49525	McIntyre Eng	237.50	8-31-88
29		58595	Pacific Hoist Co.	5,000.00	7-28-88
30		65995	Residence Inn	1,437.47	
31	↓	14910-01	Centerpoint Private Capital	30,000.00	↓
32	7/25/88	07270	Bangor Cork Co	150.81	8/4/88
33		43135	Irmond Kiel (Petty Cash)	989.38	7-28-88
34		82426	Wa Dept Revenue	35.90	
35		13390	Nicholas Callus	178.37	↓
36		50465	Mid-Continent Engles Prod	8,500.00	8-4-88
37		58687	Pacific Office Auto	634.69	7-28-88
38		81751	Wallace Coast & Machine	2,860.00	8-4-88
39	↓	00791	A & J. Catering	1,452.00	7-28-88
40	7/26/88	16466	Cla-Val	4,529.30	8-4-88
41		43135	Irmond J. Kiel (Petty Cash)	939.54	7-28-88
42	↓	28591-02	FIB (Aurora Pump)	1,400.00	8-4-88
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232889	7/18/88	86839	Yellow Freight	99.93	7-20-88
890		43135	AJ Kel/Petty Cash	761.63	↓
891		21430	Executone	982.80	7-28-88
892		57748	Overall Laundry	4612.32	7-20-88
893	7/19/88	71885	Spears, Lubersky	800.00	
894	7/19/88	74490	Systonetics	85.00	↓
895		80537	United Truck	417.47	7-28-88
896	←	~~80545~~	~~United Dairy~~	~~274.00~~	~~7-20-88~~
897		04565 01	Amsco Refrig	940.00	7-28-88
898		18135	Complete Abrasive	561.60	
899	↓	18135	Complete Abrasive	1024.16	
900	7/20/88	43135	AJ Kel/Petty Cash	502.75	
901		34890	Hardware Specialty	16,152.66	
902		71165	SIPCO Svcs	133,412.50	
03	↓	55476-02	NWMIW	311,230.61	
04	7-21-88	80093	United Grocers	731.95	
05		00225	AB Screenprinting	648.00	
06		"	" " "	56.08	
07		33010	Goodway Tool Corp	656.00	
08		33765	Gueydan Lumber	2,904.00	
09		43135	Ormond Kiel Petty Cash	1,275.84	
10		48445	Marsh & McLennan	300.00	
11		82422	Wa Dept Labor & Ind	40.00	
12		86839-02	Yellow Forwarding	2,816.27	
13		55476-02	NWMIW	470,264.53	
14		55476-02	NWMIW	235,937.98	
15	↓	62585	Portland Shipping Club	100.00	↓
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232862	7/12/88	53895	Natl Rent-A-Comp	415.00	7-20-88
863	↓	55476-02	NWMIW	310,247.17	
864	7/13/88	14910-01	Centerpoint Cap. Corp.	10,000.00	
865		30623	IMO Delaval - Gems AV	132.00	
866		00225	AB Screenprinting	705.00	
867		30485	Gassnow, Inc	441.98	
868		68927	JON Sandstrom	1,000.00	
869	↓	43135	A Kiel/Petty Cash	933.63	
870	7/14/88	43135	A J Kiel/Petty Cash	647.31	
871		5575	Arlington Club	199.86	
872		29123	Art Jersyn	7,536.92	
873		55476-2	NWMIW	11,647.77	
874		55476-02	NWMIW	647,910.36	
875		02720	Alaska Copper & Brass	319.00	
876	↓	57260	Oregon Leather Co.	528.73	
877	7/15/88	18138	Compu Add	367.20	↓
878		26360	Goff Electric	708.00	8-31-88
879		55476-2	NWMIW	174,131.39	7-20-88
880		4844-	Marmon-Keystone	1,146.26	7-28-88
81		55705	Norvac Services	5,366.88	7-20-88
82		58691-02	PacOrd, Inc	119,852.00	7-28-88
83		62270-02	Port of Portland	363,095.98	7-20-88
84	7/18/88	6971201	Seatrade N America	550.00	
85		36654	Hotel Inter. Miami	399.60	
86		———	VOID ———		
87		34356	S.R. Ibell/Petty Cash	462.63	
88		30100	General Chain	2337.39	↓
					X

SI041784
NWMAR139281

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232835	7-07-88	55476-02	NWMIW	250,000.00	7-13-88
36		58490	Pacific Diesel	832.00	7-20-88
37		34750	Harbor Oil	15,822.32	8-31-88
38	7/8/88	43135	Armond Kiel/Petty Cash	757.50	7-13-88
39		20640	Dalco Leasing	424.00	
40		81751	Wallace Coast Mach.	338.61	
41		22643	L.C. Doane	4969.00	7-20-88
42		60280	Patent Scaffolding	5943.93	7-13-88
43		60280	Patent Scaffolding	530.88	
44		60280	Patent Scaffolding	4493.95	
45		61230	Tom Peterson	878.00	
46		65995	Residence Inn	1120.00	7-20-88
47		63695	The Printer Place	1556.85	7-20-88
48	7/11/88	62270	Port of Portland	203,678.51	7-13-88
49		29511	Fraser Boiler	78,264.00	7-20-88
50		71165	SIPCO Marine Svc	57,683.76	
51		63750	Prod. Research + Chem	670.00	
52		33320	Graybar Elect	209.62	
53		78255	Total System Support	3,445.75	8-29-88
54		14756	Castle Metals	1467.60	7-20-88
55		55476-02	NWMIW	287,000.00	7-13-88
56	7/12/88	43135	AJ Kiel/Petty Cash	645.84	7-20-88
57			VOID		
58		29270	Foundry Club	55.00	
59		57065	Oregon DMV	20.00	
60		58691	PAE Ord Inc	40,995.00	
61		58691	PAE Ord Inc	9116.00	
					X

SI041785
NWMAR139282

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232808	7/6/88	83587	Western Iron	440.26	7-13-88
809		14790	TAP Plastics	210.80	
810		16466	CLA-VAL VE	4787.50	
811		33320	Graybar Elect	1296.00	7-20-88
812		VOID	~~Mary Sue Bowles~~	~~90.94~~	~~7-13-88~~
13		43135	Jerry Kiel	1,644.42	
14		71165	SIPCO Marine	43,178.00	7-13-88
15		12852	"C" Craft LTD	2.500.00	7-20-88
16		80056	United Airlines	227.75	
17		17777	Columbia Tower	30.00	7-8-88
18		53390	MAC	82.50	
19		55476-02	NWMIW	22,501.14	
20	7/6/88	35492	Stephen Hendricks	14,000.00	7-13-88
21		16466 02	CLA-VAL	157.21	
22		25637	BW Elliott Mfg.	1183.00	
23		28217 01	Federal Express	16.50	
24		18485	Consolidated Freight	106.46	
25		53390	MAC	129.55	
26		55476-02	NWMIW	240,432.00	7-20-88
27	7/7/88	70040	Senter Tool	417.50	7-13-88
28		26760	Esco.	711.96	
29		78190	Tonkon, Torp	14,056.70	
30		43135	Armond Kiel/ Petty Cash	860.65	
31		60280	Patent Scaffolding	586.00	
32		65685	Re-Elect Barb. Roberts	200.00	
33		35805	Wm. Hewitt	118.30	
34		80537	United Truck Lines	199.64	
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232781	6/30/88	86839	Yellow Freight	142.27	7-8-88
232782		13113	CTR Bus Systems	288.40	
83		00225	AB Screenprinting	133.50	
84		55476-02	NWMIW	485,580.66	
85		00225	AB Screenprinting	2,195.88	
86		12570	Business Equip Bureau	496.42	
87	7/01/88	~~[illegible]~~ 57630	Oregonians Ag/Crime	500.00	7-8-88
88		43227	Kinetics Group	4662.47	
89		59992	Papworth & Assoc	2000.00	
90		48445	Marsh & McLennan	700.00	
91		—	VOID —		
92		4565	AMSCO Refriger	9400.37	7-13-88
93		62270	Port of Portland	140421.88	7-8-88
94		63750	Product Research	1072.00	
95		86839	Yellow Freight	145.72	
96		19828	Crosby & Overton	45,111.75	7-8-88
97		—	VOID —		
98		48445	Marsh & McLennan	2372.00	
99		11757	Builders Square	179.97	7-13-88
800		62236	Pony Express	300.00	7-8-88
801		62236	Pony Express	2301.60	
802		43135	A.J. Kiel/Petty $	752.80	7-8-88
803		~~69920~~	~~Dealand The~~	~~120.48~~	
804		60177	Parr Lumber	142.75	7-13-88
805		—	VOID —		7-8-88
806		78255	Total System Support	3521.00	8-29-88
807	7/5/88	42723	Kearfott Marine	963.02	7-13-88
					X

SI041787
NWMAR139284

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232754	6/21/88	63683	Prime Lessing	27318.00	8-29-88
55		53895	Natl Rent-A-Computer	204.50	7-8-88
56		35010	JH Herle + Assoc	95.00	6-30-88
57	↓	82426	Wash State / Sales Tax	16.06	↓
58	6-28-88	02720	Alaskan Copper	673.72	7-8-88
59		57260	Oregon Leather	198.72	
60		43135	Armond Kiel, Petty Cash	1,244.09	
61		55180	Non-Ferrous Metals	17,918.84	
62		73837	Stud Welding Supply	1,200.00	↓
63		80056	United Airlines	269.89	7-13-88
64		49559	Jerry McMurry	600.00	7-8-88
65		55705	Norvac Services	1,103.57	6-30-88
66		34356-01	S.R. Hall	524.52	7-8-88
67	↓	33580	Leo Greiner	953.04	
68	6/29/88	43135	Armond Kiel / Petty Cash	1135.10	
69		87355	Zormco Corp	375.00	
70		55476	NWMIW	130,773.68	
71		10490	Shenango Co.	15,586.00	
72		80030	Unirule Industries	772.00	
73		28591	1st Interstate	805.79	
74		57339	Oregon Dept of Rev	170.16	
75		66280	Right-O-Way	287.26	↓
76		~~232776~~ 81169	Van Waters & Rogers	135.00	7-28-88
77	↓	55476-02	NWMIW	140,000.00	7-8-88
78	6/30/88	18485	Consolidated Art.	489.02	
79	↓	49523	McIntyre Eng.	9151.00	
80	↓	19855	Crown Optical	80.00	↓
					X

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232727	6/23/88	55476-02	NWMIW	230,000.00	6-30-88
28		44685	William Sanden	3300.00	
29		27430	Executone	2940.00	
30		45825-02	Liberty Equipment	30,000.00	
31		04591	ALFAC Fluid Power	454.64	
32	06/24/88	74490	TAP PLASTICS	201.60	7-8-88
33		00825	AB Screenprinting	3261.90	6-30-88
34		00825	AB Screenprinting	494.50	
35		80056	United Airlines Frg.	897.06	
36		63695	Printer Place	89.00	
37		62270	Port of Portland	112,652.30	
38		43360	Terry Kingery	1500.00	
39		43135	A. Keil/Petty Cash	924.12	
40		57336	State of Or/DEQ	25.00	
41		81169	Van Waters + Rogers	265.00	7-8-88
42		62330	Bureau of Bldgs	106.00	6-30-88
43		30695	General Binding Co.	715.00	7-8-88
44		74490-2	Septometics	20,355.00	6-30-88
45		55476-02	NWMIW	2,870.00	
46		55476-02	NWMIW	42,400.64	
47		49710	Meier & Frank	199.00	7-8-88
48	6/27/88	82590	Waverly Child. Home	80.00	6-30-88
49		80400	USS Paul Foster	517.50	
50		03785	Amer. Drill Bushing	167040	
51		55476-02	NWMIW	314,691.73	
52		63750-02	Product Research	536.00	
53		86839-02	Yellow Forwarding	99.93	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232700	6/20/88	80056	United Airlines	298.48	6-30-88
701		57354	Oregon Steel Mills	25603.41	
702		29123	Art. Forsythe Co.	2415.10	
03		06820	BGI, Inc	504.25	7-8-88
04		35945	Hi Strength Steel	295.00	6-30-88
05		55476	NWMIW	48049.52	6-22-88
06		24297	Eagle Indus	3900.00	6-30-88
07		55476	NWMIW	15000.00	6-22-88
08		18485	Consol. Freightways	84.58	7-13-88
09		57336	DEQ	100.00	6-22-88
10		55476-02	NWMIW	357,403.27	
11	6/21/88	43229	D King/Petty Cash	798.93	6-30-88
12		~~48445~~	~~[illegible]~~	~~425.00~~	
13		64757	RAM/ Paul Ramsey	50.00	
14		84154	Whitman College	100.00	
15		~~66445~~	~~Riverside Country Club~~	~~80.00~~	
16		17267	Columbia Bar Pilots	1226.64	
17		33140	Ken Gorham	250.00	
18	6/22/88	56377	Oblique NW	4595.00	
19		55476	NWMI	136630.65	
20		24297	Eagle Industries	12870.00	
21		43229	Dave King/Petty Cash	725.91	
22		81169	Van Waters + Rogers	2080.60	7-8-88
23	6/23/88	81390	Versitron	567.36	6-30-88
24		53895	National Rent-A-Comp	252.50	7-8-88
25		09465	Dorothy Bisbee	625.20	6-30-88
26		28591-02	FIB - MBC, Inc. Cashier's Check	19,466.48	7-28-88
					X

SI041790
NWMAR139287

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232673	6/14/88		VOID - no issue		6-22-88
674			David King/Petty Cash	524.13	
675	~~55~~	55476-02	NWMIW	100,000.00	
676		52335-01	Montgomery Ward	291.88	
677		06130 01	Assoc Capital Svc	1948.33	
678		83760	Western Paper	687.46	
679	6/15/88	~~57336-01~~	~~Wgmt DEQ~~	~~200.00~~	
680		55476-02	NWMIW	199,260.79	
681			VOID		
682		43229	D.King/Petty Cash	817.59	
683		00225	AB Screenprint	4606.56	
684		28597-02	FIB (Aurora Pump)	4,972.60	
685		23350	Dryomatic	159.40	7-8-88
686		16466	CLA-VAL	683.25	6-22-88
687		~~81390~~	~~Vertron~~	~~567.86~~	
688		60177	Parr Lumber	807.64	
689		28596	1st Interstate	17.50	
690		55476	NWMI	162,165.97	
691	6-17-88	13113-01	CTR Business Sys	482.00	6-30-88
692		73775	Strapco.	1002.00	6-22-88
693		62270	Port of Portland	50,000.00	
694		43229	D.King/Petty Cash	688.80	
695		55476	NWMIW P/R	8,000.00	
696		VOID			
697		~~24297~~	~~United Airlines~~	~~4,198.48~~	
698		60688	Peninsula Little League	250.00	
699		55476-02	NWMIW	17,655.99	

SI041791
NWMAR139288

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
232646	6/9/88	55476-02	NW MIW	208,582.03	6-15-88
647		53390	Mult Athletic Club	533.13	
648		57065-02	Motor Vehicles Div	35.00	
649		72115	Spraying Systems	204.36	
650	6/16/88	05575	Arlington Club	95.00	
651		19855	Crown Optical	180.00	
652		29270	The Founders Club	55.00	
653		48810	Material Flow	1,010.10	
654		62270-02	Port of Portland	54,005.25	
655		70490-02	Shenango Co.	22,666.00	
656		20010	Cummins NW.	500.00	6-22-88
657		42680	Portland Trailblazers	864.00	6-15-88
658	6/13/88	43229	David King (Petty Cash)	571.64	
659		48445	Marsh & McLennan	250.00	
660		55476-02	NWMIW	2,710.00	
661		57317	OSIA	280.00	
662		63695	The Pointer Place	419.00	
663		~~55~~ 55476-02	NWMIW	8403.91	
664	6/14/88	33275	Grand Metal Prod.	432.00	6-22-88
665		42850	Kepco.	533.68	
666		47225	MacRaes Blue Bk	75.00	
667			VOID		
668		48441	Marmon Keystone	514.54	6-30-88
669		55180	Non Ferrous Metals	17,000.00	6-22-88
670		63150	Product Research	129.36	
671		30865	General Fire	680.00	
672		86839	Yellow Freight	96.55	

SI041792
NWMAR139289

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register	
232619	6/3/88	10470	Bradavin Trust	19,000.00	6-8-88	
620		48090	Marine Salvage	15,750.00		
621		30798	Gil Miller	72.59		
622		61280	Retzav Leasing	32,150.07		
623		62585	Portland Ship Club	125.00		
624		—	VOID	—		
625		62270	Port of Portland	136,193.10		
626		5547602	NWMIW	271,091.99		
627	↓	45825-02	Liberty Equipment	30,000.00	↓	
628	6/6/88	43229	David King (Petty Cash)	506.26	6-15-88	
629	↓	79886	Unidynamics Midwest	956.95		
630	6/7/88	17777	Columbia Tower Club	30.00		
631		53435	Mult. Co. Sheriff Posse	100.00		
632		28500	Financial Exec. Inst.	300.00		
633		34890	Hardware Spec.	227.64		
634		34890	Hardware Spec	360.00		
635	↓	53390	Mult. Athletic Club	82.50		
636	6/8/88	43229	David King (Petty Cash)	874.68		
637		55476-02	NWMIW	97,190.15	↓	
638		57332-02	Or. Dept. Human Resources	14,895.00	6-30-88	Co 2
639		57339-05	Or. Dept. Revenue	9,500.00	↓	Co 2
640	←	~~63750-02~~	~~Prod. Research + Chemical~~	~~536.00~~	6-15-88	
641		69380	Scotchman Ind.	153.45	↓	
642		8032606	I.R.S.	1,859.00	6-30-88	Co 2
643		05475	Argonaut	2,460.00	6-15-88	
644		5547602	NWMIW	2,756.42		
645	↓	6514002	Red Lion - Jantzen	825.00	↓	

SI041793
NWMAR139290

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
210976	5/27/88	45959	Garvey Hart	57.00	6-1-88
77	↓	✓	✓	57.00	↓
78	5-27-88	55476-02	NWMIW	73,103.04	6-2-88
79	5/31/88	19550	W. H. Cress Co	333.00	6-8-88
80		26760	Esco	356.80	6-2-88
81		46441	Marmon-Keystone Co	330.26	
82		43229	Dave King (Petty Cash)	734.03	
83		5547602	NWMIW	114,050.38	↓
84	↓	60625	Peninsula Truck	268.43	6-8-88
232601	6/1/88	VOID			
602		VOID			
603		VOID			
604		35945	High Strength QA	5,864.14	6-8-88
605		68677	Sammons Truck	1,358.64	
606	↓	~~73070-02~~	~~SAIF Corp~~	~~100,783.00~~	
607	6/2/88	20640	Dalco Leasing	424.00	
608		30865	General Fire	1,092.00	
609		45164	LeBal Ind	1,303.70	
610		5547602	NWMIW	209,612.90	
611		63800	Propeller Club of US	22.50	
612		73070-02	SAIF Corp	100,783.00	
613		65140-02	Red Lion	5,420.03	↓
614	↓	65140-02	Red Lion	4,045.85	6-15-88
615	6/3/88	24670	Cliff Edgmond	90.00	6-8-88
616		31775	Cloyd George	290.00	
617		34356	S. R. Hall	507.84	
618	~~↓~~	~~19500~~	~~Crafts Midwest~~	~~956.95~~	↓
					X

SI041794
NWMAR139291

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
210948	5-23-88	00225	AB Screenprinting	111.00	6-2-88
49	〃	43135	Armond Kiel Petty Cash	587.43	
50	5-24-88	43135	Armond Kiel Petty Cash	1070.50	
51		26550	Ericson Supply	292.88	
52		82797	Wershaw-Ash-Lewis	6960.00	
53		55476-02	NW Marine Ironworks	140929.99	
54		55476-02	NWMIW	120,970.72	
55		43135	Armond Kiel - Petty Cash	814.99	
56		30865	General Fire	766.45	6-8-88
57	5-26-88	78247	Toshiba Acc.	347.17	6-2-88
58		30700	General Chain	1719.42	
59		55476-02	NWMIW	398,210.15	
60		01365	Accessory Specialties	15.00	
61		16466	Cla-Val	600.32	6-8-88
62		30402	Rene Garrett	300.00	6-2-88
63	5-27-88	17175	Col-Pac Distr.	1448.95	
64		69387	Scott Fry	315.00	6-8-88
65		62270	Port of Portland	331695.45	6-2-88
66		——	VOID no issue		
67		34748	Harbour Island Sup	2681.25	6-8-88
68		08920	Tom Benson Ind.	344.00	6-2-88
69		43135	A. Kiel Petty Cash	1007.46	
70		25870	Emeco Ind.	1208.50	6-8-88
71		16695	Clean Systems	71.00	6-1-88
72		21035	Davis Bostwick	44.00	
73		✓	✓	44.00	
74		30477	Garvey Schubert	32.80	
75	✓	✓	✓	—	XX

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
209887	5-18-88	55476-02	NWMIW	119,881.61	5-27-88
888	5/19/88	08015	Boston Sales	2,698.20	
889		43135	Compuadd	275.40	
890		33140	Ken Gorham	193.05	
891		43135	Armond Kiel (Petty Cash)	555.73	
892		69521	Sealand Ind	213.12	6-2-88
893		55476-02	NWMIW	313,182.31	5-27-88
894		00225	AB Screenprinting	536.50	
895	5-20-88	62224	Dale Poisel	572.50	6-2-88
896		62270-02	Port of Portland	131,057.39	5-27-88
897		03777	Ames Deaf Society	25.00	6-2-88
898		69521	Sealand Indus.	674.88	
899		29130	Ft. Vancouver Ply.	109.50	
209900		04021	Ames. Machine & Gear	1341.00	
210935		55476	Armond Kiel (Petty Cash)	952.33	6-2-88
936		28591-02	FIB (Aurora Pump)	282.40	6-8-88
937		40725	Fred S. James & Co	1,000.00	6-15-88
938		55476-02	NWMIW	60,758.37	6-2-88
939		"	"	3,026.97	
940		"	"	12,014.75	
941		65800	Rene's Fifth Ave	696.66	
942		79525	U-Develop	2,234.00	
943	5-23-88	57331	OLCC	513.60	
944		48145	Maritime Service Corp	600.00	
945		82426	Wash Dept of Revenue	39.43	
946		55476-02	NWMIW	75,800.09	
947		57260	Oregon Feather	260.60	
					X

SI041796
NWMAR139293

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
209860	5/13/88	33476-02	Greaves Co	2,236.55	5-19-88
861		53405-02	Jet Collector, Mult-Co	113,207.46	
862		55705	Nonvac Services	10,202.85	
863		56560	Oil Filter Service	7,372.64	
864		73080-02	SAIF Corp	124,223.12	
865	5/16/88	43135	Armond Kiel Petty (Cash)	951.49	5-27-88
866		60280	Patent Scaffolding	2,435.38	
867			Ron Cooper	400.00	
868		19823	The Cronin Co.	262.71	
869		37673-02	IMO-Delaval-Gems	290.10	6-2-88
870		"	" " "	61.00	5-27-88
871	5/17/88	05575	Arlington Club	147.90	
872		13118	C-Works, Inc	150.00	
873		29970	GSMC	2,035.00	5-27-88
874		57260	Oregon Leather Co.	198.12	
875		06730	Aeribank Mfg	2,023.64	
876		13118	C-Works, Inc	50.00	5-27-88
877	5/18/88	06730	Aeribank Mfg	2,000.30	
878		28591-02	FIB (Aurora Pump)	1,245.40	6-2-88
879		34356	S.R. Hall	352.85	5-27-88
880		48145	Maritime Service	4,713.17	
881		19855	Crown Optical	349.10	
882		22333	Dillingham Trust	17,775.00	
883		43135	Armond Kiel Petty (Cash)	702.99	
884		48445	Marsh McLennan	625.00	
885		55476-02	NWMIW	114,764.90	
886		63801	Propeller Club of U.S.	45.00	

SI041797
NWMAR139294

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
209833	5-11-88	37722	ITT Barton	2500.00	5-19-88
34		25910-02	Emery Worldwide	136.65	6-2-88
35		55476-02	NWMIW	159,592.11	5-19-88
36		52055	Montavilla Elec	584.00	
37		55476-2	NWMIW	157,903.08	
38		43135	Armond Kiel - Petty Cash	614.29	
39	5/12/88	02730	Alatec Products	1,102.66	
40		06730	Avebank Mfg.	350.21	
41		29270 V	Doubles Club	161.20	
42		"	" "	55.00	
43		32715	Global Eng.	300.00	
44		38065	General Fire	2,548.00	
45		40725-02	Fred S. James & Co	25.00	
46		40734	Dan Jamison	264.75	
47		48445	Marsh & McLennan	625.00	
48		53390	Mult Athletic Club	82.50	
49		"	" " "	82.50	
50		61065	The Personnel News	40.00	
51		63800	Propeller Club of U.S.	442.50	
52		65278	Reed Business Publish	95.00	
53			Tony Meeker Treasurer for	300.00	
54			Atwaters	161.20	
55		55476-02	NWMIW	146,540.54	
56	5/13/88	29970	GSMC	24,619.00	
57		55476-02	NWMIW	102,277.26	
58			VOID		
59		62270-02	Port of Portland	117,611.03	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
207688	5/4/88	30845-12	General Electric	392.00	5-12-88
689		55476-02	NWMIW	191,158.98	
690		64757	Paul Ramsey	600.00	
691		82440	Waste Management of Or	600.00	
692		37640	IBEW Pension	6,822.00	
693		62270	Port of Portland	53,333.24	
694	5/5/88	25025	Eldridge For Commissioner	400.00	
695		5547602	NWMIW	331,311.59	
696		71281	Slader for Judge Comm	350.00	
697	5/6/88	18697	Construction Changes & claims	800.00	
698		"	" " "	800.00	
699		"	" " "	800.00	
700		36552	Horizon Construction	510.00	
209819		42705	Koson Western	248.91	5-19-88
820		43135	Armond Kiel (Petty Cash)	689.82	5-12-88
821		5547602	NWMIW	4,123.39	
822		6227002	Port of Portland	40,672.42	
823		48145	Maritime Services Corp	5,282.83	5-27-88
824	5/09/88	37640	IBEW Pac Coast Pension Fund	2272.00	5-19-88
825	5/09/88	35945	High Strength QA	5641.98	6-8-88
826			VOID		5-19-88
827		22470	Diversified Art	1400.00	6-8-88
828	5-10-88	57331	OKCC	256.80	5-19-88
829		33140	Ken Gorham	250.00	
830		13135	Armond Kiel (Petty Cash)	691.46	
831		00225	AB Screenprinting	1561.32	
832		55476-02	NWMIW	13,126.46	

SI041799
NWMAR139296

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
207661	4/29/88	62224	Dale Poisel/NC Consultant	1,900.00	5-4-88
662		62270-02	Port of Portland	21,524.91	
663		80326	Dept Treasury	193.18	
664		28217	Federal Express	82.50	
665		28591	FIB (Fed Emp P/P Tax) Orebe	268.59	
666		33460-02	Grayl's Interstate Oil	2,050.65	
667		45138	Lawrence Eng	772.56	5-12-88
668		5547602	NWMIW	1,149,928.73	5-4-88
669		55705	Norvac Services	5,625.00	
670		70500	Shepard's/McGraw Hill	42.25	
671		57331	OLCC	285.00	
672	5/2/88	35087	Harvard Business Review	49.00	5-12-88
673		41220	Johnson's Restaurant Hotel Supply	170.61	
674		73070-02	SAIF Corporation	13.03	
675		63695	The Printer Place	349.00	
676		19517	Creative Solutions	510.00	5-19-88
677		29980	GTE Mobilnet	1.15	5-12-88
678		48445	Marsh & McLennan	1,310.00	
679		5547602	NWMIW	10,511.87	
680	5/3/88	35540	Kenschel Corp	6,922.32	6-2-88
681		43135	Armond Kiel (Petty Cash)	1,018.21	5-12-88
682		15182	Century West Eng	4,882.27	
683		20640	Dales Leasing	424.00	
684		15182	Century West Eng	1,675.44	
685		22462	Yarborough & Son	185.00	
686		28591-02	FIB (TICOR)	30,296.00	
687	5/4/88	30845-09	General Electric	90.00	

SI041800
NWMAR139297

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221015	4/29/88	57332	Or Dept Revenue	1,470.10	5-4-88
16		"	" " "	455,321.33	
17		"	" " "	125.00	
18		57339	Or Dept Revenue	120.68	
19		"	" " "	57,330.34	
20		57339-03	" " "	50.00	
21		61287	Virginia Letta	68.00	
22		73070	Saif Corp	159,815.65	
23		80065	United Assoc NW Fed Credit Union	2,737.21	
24		80326	U.S. Internal Revenue	340.00	
25	↓	" -05	" " "	25.00	↓
26	5/4/88	28591	FIB (Fed P/R Bank)	156,957.27	5-12-88
27	↓	57339	Or Dept Revenue	34,201.71	
28	5/6/88	12235	Cathy Lynn Burnett	112.50	
29		25460	Elec Wkrs #48 Credit Union	6,635.00	
30		36972	Shelley Rae Hudson	167.18	
31		44085	Arthur Kollias	82.60	
32		47270	Mech Dists #24 Credit Union	7,520.00	
33		53545	Robert Myers, Trustee	50.00	
34		56528	Office Support Enforcement	253.09	
35		57332	Or Dept Human Resources	1,380.08	
36		57339-03	Or Dept Revenue	50.00	
37		61287	Virginia Letta	68.00	
38		66435	Rivergate Fed Credit Union	3,480.00	
39		80065	United Assoc NW Credit Union	2,674.47	
40		80326-02	U.S. Internal Revenue	340.00	
41	↓	" -05	" " "	25.00	↓

SI041802
NWMAR139298

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221042	5/6/88	28591	FIB (Fed P/R Tax)	3,428.21	5-12-88
43	↓	57339	Or Dept Revenue	695.18	↓
44	5/11/88	57339	Or. Dept of Revenue	28,394.66	5-19-88
45	5/11/88	28591	FIB (Fed Tax Dep)	131,197.48	
46	5/12/88	12235	Cathy Lynn Burnett	112.50	
47		36972	Shelley Rae Hudson	97.84	
48		49115	Richard Mayor	88.42	
49		53545	Robert Myers Trustee	50.00	
50		56528	Office Support Enforcement	211.87	
51		57332	Or Dept Human Resources	602.00	
52		57339-03	" " Revenue	50.00	
53		61287	Virginia Petta	68.00	
54		80065	United Assoc NW Union Fed Credit	1,501.62	
55		80326	U.S. Internal Revenue	190.00	
56		" -05	" " "	25.00	
57		10014	Boilermakers #72 H+W	52,206.32	
58		10015	Boilermakers Nat Pension	40,552.36	
59		53900	Plumbers + Pipefit Pension	6,285.60	
60		57278	Or Marine Mach H+W	592.80	
61		"	" " " "	18,954.78	
62		58380	Pac Coast Benefits Trust	663.60	
63		58562	Pac Coast Shipyd Train Labor	488.75	
64		83430	West Conference Teamste	5,191.70	
65	↓	83625	West Metal Ind Pension	21,604.63	
66	5/13/88	28593	FIB (Employee Benefit Trust)	4,209.82	
67	↓	57033	Or Central Credit	1,500.00	↓
68	5/18/88	10016	Boilermaker #72 train Trust	2,284.64	5-27-88

SI041803
NWMAR139299

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221069	5/18/88	33785	Gypsum Drywall Trust Fd	21,078.36	5-27-88
70		57002	Or & Wa Painters Jr	17,468.25	
71		62205	Plumbg & Pipe Ftg Ind Fd	21,842.46	
72		62206	Plumbg & Pipe Ftg Hdlv	24,356.70	
73	VOID	~~70445~~	~~Sheet Metal Trust Fd~~	~~15,188.89~~	
74	VOID	~~70446~~	~~Sheet Metal Nat Benefit~~	~~868.50~~	
75		28591	FIB (Fed P/R Taxes)	98,599.53	5-27-88
76		570339	Oregon Dept Revenue	21,282.08	
77	5/19/88	12235	Cathy Lynn Burnett	112.50	
78		36972	Shelley Rae Hudson	83.85	
79		44085	Anthis Kollias	74.40	
80		49115	Richard Mayor	88.42	
81		53545	Robert Myers Trustee	50.00	
82		56528	Office Support Enforcement	217.50	
83		57332	Or Dept Human Resources	1,751.47	
84		57339	Or Dept Revenue	50.00	
85		61287	Virginia Petta	68.00	
86		80065	United Assoc Credit Union Fed	3,413.46	
87		80326	U.S. Internal Revenue	340.00	
88		" -05	" " "	25.00	
89	5/20/88	57234	OR Laborers - Emp Tr	53,924.87	
90		57278	Or Marine Mach Jr	3,220.62	
91		57278	" " "	592.80	
92		70445	Sheet Metal Trust	22,707.09	
93		70446	Sheetmetal Nat Benefit	5,027.40	
94		73625	Western Metal Ind	3,612.88	
95	5-24-88	28591	FIB (P/R taxes)	115,948.02	6-2-88

SI041804
NWMAR139300

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221096	5-24-88	37332	OR Dept of Revenue	24,981.97	6-2-88
97		37640	IBEW Pac. Coast Pension	31,957.50	
98		49880	Marine Carpenters Trust	24,642.10	
99		41885	Marine Carpenters Pension	18,743.73	
100			Pac Coast Ship Metal Trades	45,627.39	
01	5-26-88	61287	Virginia Petta, Trustee	68.00	
02		57339-03	OR Dept of Revenue	50.00	
03		57058	" " "	20.90	
04		49115	Richard Mayor, Attorney	88.70	
05		80326	IRS	315.00	
06		80326-05	IRS	25.00	
07		56528	Office Support Enforce	142.50	
08		80065	WA NW Federal CU	3,828.04	
09		57332	OR Dept of Human Res	2,168.03	
10		53545	Robert Myers, Trustee	50.00	
11		12235	Cathy Lynn Burnett	112.50	
12		44085	Anthie Kollias	85.92	
13			Shelley Rae Hudson	142.17	
14	5/31/88	28593	FIB (Emp Benefit Trust)	4,189.93	
15		57033	Or Central Credit Union	1,500.00	6-8-88
16		57332	Or Dept Human Resources	125.00	6-2-88
17	6/2/88	12235	Cathy Lynn Burnett	112.50	6-8-88
18		36972	Shelley Rae Hudson	112.33	
19		44085	Anthie Kollias	58.67	
20		49115	Richard Mayor	88.70	
21		53545	Robert Myers	50.00	
22		56528	Office Support Enforce	140.68	

SI041805
NWMAR139301

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221123	6/2/88	57332	Or Dept Human Resources	927.43	6-8-88
124		57339	Or Dept Revenue	50.00	
125		61287	Virginia Petta	68.00	
126		80065	United Assoc MW Fed Credit Union	2,112.65	
127		80336	U.S. Internal Revenue	326.44	
128			VOID		
129	6/3/88	28591	FIB (Fed P/R Tax)	221,178.07	
130		57339	Oregon Dept Revenue	46,780.54	
131	6/8/88	28591	FIB (Fed P/R Tax)	79,851.90	6-15-88
132		25460	Elec Wkrs Credit Union	4,750.00	
133		47270	Mach Distr Credit Union	5,905.00	
134		57339	Or Dept Revenue	17,338.25	
135		66435	Rivergate Fed Credit Union	1,596.30	
136		80326 05	IRS	250.00	
137		56528	Office of Support	142.50	
138		80326 01	IRS	190.00	
139		57339	Or. Dept of Revenue	50.00	
140		53545	Robert Myers, Trust	50.00	
141		12235 01	Cathy L. Burnett	112.50	
142		36972	Shelley R. Hudson	112.33	
143		61287	Virginia Petta, Trust	68.00	
144			VOID		
145		49915	Richard Mayor, Att	88.14	
146		57332	Oregon Dept Human	1102.66	
147		80065	United Assn NW FCU	1874.49	
148		28591	1st Int. Bank	80,237.48	6-22-88
149		57339	Or Dept of Revenue	17,158.79	

SI041806
NWMAR139302

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221150	6/15/88	61287	Virginia Pelz	68.00	6-22-88
1151		36972	Shelly Hudson	86.49	
1152		12235	Cathy Burnett	112.50	
1153		53545	Robert Myers	50.00	
1154		56528	Off. of Enforcement	142.50	
1155		80326	IRS	150.00	
1156		57332	Or. Dept of Human Res.	57332	
1157		80065	Unit. Ass. NW Cred.	1754.47	
1158		28593	1st Interstate	4389.73	
1159		57033	Or. Central Cred.	1500.00	
1160		80326	US Int. Rev.	25.00	
1161	↓	49115	Richard Meyer	88.70	
162	6/16/88	55476-02	NWMIW	8,000.00	
163	6/17/88	80545	United Way	290.52	
164	6/20/88	28591	1st Interstate	39086.64	
165		57339	Or. Dept of Revenue	8962.88	
166		10014	Boilermakers H & W Trust	45,426.84	
167		10015	Boilermakers Nat Pension	35,279.19	
168		10016	Boilermakers Train Trust	1,987.56	
169		33785	Gypsum Drywall Trust	10,523.34	
170		37640	I.B.E.W. Pension	21,127.50	
171		47880	Marine Carpenters H&W	22,294.92	
172		47885	Marine Carpenters Pension	16,958.37	
173		53900	Plumbers & Pipe. Nat	6,164.00	
174		57002	Or & SW Wa Painters Trust	8,721.00	
175		57234	OR Laborers - Emp Tr.	27,234.68	
176	↓	57278	Or Marine Mach H+H	25,222.86	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221177	6/20/88	58380	Pacific Coast Benefits Trust	678.98	6-22-88
178		58463	Pac Coast Shipyd Trust	32,722.99	
179		58562	Pac Coast Shipyd Labor Trust	246.84	
180		62205	Plumbg + Pipe Ftg TF	21,419.90	
181		62206	Plumbg + Pipe Ftg H+W	23,891.70	
182		70445	Sheet Metal Trust	19,961.86	
183		70446	Sheetmetal National	4,419.60	
184		83430	Western Conference Pension	5,099.26	
185	↓	83625	Western Metal Ind Pension	28,021.88	↓
186	6/22/88	28591	First Interstate	111,982.98	6-30-88
187	↓	51339	Oregon Dept of Rev	24647.67	
188	6/23/88	12235-01	Cathy Lynn Burnett	112.50	
189		36972	Shelley Lee Hudson	67.64	
190		44085	Anthie Kollias	46.86	
191		49115	Richard H. Mayor	66.75	
192		53545	Robert Myers Trustee	50.00	
193		56528	Office Support Enforce	228.45	
194		57058	Or Dept Revenue	119.23	
195		57332	Or Dept Human Resources	1,427.00	
196		57339-03	Or Dept Revenue	50.00	
197		61287	Virginia Letta	68.00	
198		80065	United Assoc NW Fed Credit Union	3,016.18	
199		80326	U.S. Internal Revenue	215.00	
200	↓	8032605	U.S. Internal Revenue	25.00	↓
201	6/29/88	51339	Or. Dept of Rev.	23,142.15	7-8-88
202		28591	First Interstate	101631.50	↓
203	6/30/88	28593	First Interstate	4386.00	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221204	6/30/88	36972	Shelly Hudson	105.35	7-8-88
205		44085	First Interstate	60.92	
206		49115	Richard Mayor	88.70	
207		53545	Robert Myers	50.00	
208		56528	Office of Support	342.62	
209		57033	Or. Central Cred Un.	1500.00	
210		57058	Or. Dept of Rev.	147.61	
211		57332	Or. Dept Human	2551.16	
212		57339	Or. Dept of Rev.	50.00	
213		80065	United Pss. NW Fed	3923.69	
214		80326	US. IRS.	340.00	
215		80326	US IRS	25.00	
216	07/06/88	28591	First Interstate	189363.70	7-13-88
217		57339	Or Dept of Rev.	41,453.48	
218	7/7/88	57332	Or Dept Human Res	125.00	
219		57332	Dept of Human Res	4558.40	
220		5733903	Or Dept of Rev.	50.00	
221		57058	Or. Dept of Rev.	161.92	
222		80326 05	U.S. IRS	25.00	
223		80326 01	U.S. IRS	265.00	
224		53545	Robert Myers, JR	100.00	
225		57330	State of Or Emp Div	120.71	
226		61287	Virginia Pete	68.00	
227		12235	Cathy Burnett	112.50	
228		49115	Richard Mayor	90.94	
229		36972	Shelley Hudson	104.76	
230		44085	Anthie Kolias	145.32	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221231	7/7/88	56528	Office of Support	643.75	7-13-88
232		56528 02	Office of Support	62.50	
233		80065	Un. Assn Fed NW	3777.65	
234		25460	Electrical Wks 48	507.00	
235		66435	Rivergate Fed Cred	1633.17	
236		47270	Mach Dr Fed Cred	6690.00	
237		55476-02	NWMIW	959.65	adj
238		28591 01	1st Interstate	255350.07	7-20-88
239		318659	Oregon Dept of Rev	54897.10	
240	7/14/88	28591	FIB (Fed P/R Tax)	10,085.25	
241		57339	Or Dept Revenue	1,562.52	
242		12235	Cathy Lynn Burnett	112.50	
243		28593	FIB (Emp Benefit Trust)	4,391.33	
244		36972	Shelley Rae Hudson	110.53	
245		44085	Anthie Kallias	146.75	
246		49115	Richard Mayor	119.69	
247		53545	Robert Myers Trustee	100.00	
248		56528	Office Support Enforcement	472.63	
249		56528-02	" " "	62.50	
250		57033	Or Central Credit Union	1,500.00	
251		57058	Or Dept Revenue	103.94	
252		57330	State Or Emp Div	37.23	
253		57332	Or Dept Human Resources	3,906.50	
254		57339-03	Or Dept Revenue	50.00	
255		61287	Virginia Betta	68.00	
256		80065	United Association NW Federal Credit Union	4,302.65	
257		80326	U.S. Internal Revenue	265.00	

SI041810
NWMAR139306

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221258	7/14/88 ~~8032605~~	8032605 ~~7/14/88~~	U.S. Internal Revenue	25.00	7-20-88
259	↓	37033	Ore Central Credit Union	1,500.00	↓
260	7-19-88	80545	United Way	274.02	↓
261	7/20/88	28591	FIB (Emp P/R Tax)	257,458.82	7-28-88
262	↓	57339	Or Dept Revenue	53,771.79	↓
263	↓	57332	Or Dept Human Resources	125.00	↓
264	7/21/88	10015	Boilermaker Nat Pension	39,049.29	↓
265	↓	10016	Boilermaker Training Trust	2,199.96	↓
266	↓	33785	Gypsum Drywall Trust	22,217.75	↓
267	↓	53900	Plumber Pipefitter Nat Pension	5,831.80	↓
268	↓	57002	OR & SW WA Painter Trust	18,412.50	↓
269	↓	37278	Or Marine Mech H&W	31,841.94	↓
270	↓	58380	Pac Coast Benefit Trust	719.95	↓
271	↓	58562	Pac Coast Shipyd Train Trust	370.14	↓
272	↓	62205	Plumbg & Pipe Ftg Jr.	20,265.51	↓
273	↓	62206	" " " H&W	22,598.23	↓
274	↓	70445	Sheet Metal Trust	25,685.38	↓
275	↓	70446	Sheetmetal Wrks Nat Pension Tr.	5,686.80	↓
276	↓	83430	Western Conference Teamstr	5,632.60	↓
277	↓	83625	Western Metal Ind Pension	35,426.13	↓
278	↓	55476-02	NWMSW	15,000.00	↓
279	↓	12235-01	Cathy Lynn Burnett	112.50	↓
280	↓	36972	Shelley Rae Hudson	114.12	↓
281	↓	44085	Anthie Kollias	83.22	↓
282	↓	49115	Richard Mayor	106.19	↓
283	↓	53545	Robert Myers, Trustee	100.00	↓
284	↓	56528	Office Support Enforce	497.01	↓

SI041811
NWMAR139307

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221285	7/21/88	56528-02	Office Support Enforcement	62.50	7-28-88
286		57058	Oregon Dept Revenue	149.94	
287		57332	Or Dept Human Resources	2,485.74	
288		57339-03	Or Dept Revenue	50.00	
289		61287	Virginia Retta	68.00	
290		80065	United Assoc NW Union Fed Credit	4,154.64	
291		80326	U.S. Internal Revenue	265.00	
292		" -05	" " "	25.00	
293	7/22/88	28591	FIB (Fed P/R Taxes)	4,079.08	
294		57339	Or Dept Revenue	700.68	
295	7/27/88	28591	FIB (Fed P/R Taxes)	158,752.13	
296		"	" (3rd Party Disability)	1,043.68	
297		57339	Or Dept Revenue	33,840.45	
298		57234	Or Laborers Emp Trust	40,838.78	8-4-88
299		58463	Pac Coast Shipyd Trust	45,844.59	
300		10014	Boilermakers 72 H & W Trust Fund	50,289.96	
301		37640	I.B.E.W. Pac Coast Pension	31,640.25	
302		47880	Marine Carpenters H+W	28,486.70	
303		47885	Marine Carpenters Trust	21,668.08	
304	7/28/88	12235	Cathy Lynn Burnett	112.50	
305		36972	Shelly Rae Hudson	112.33	
306		44085	Anthie Kollias	87.03	
307		49115	Richard Mayor	94.25	
308		53545	Robert Myers	100.00	
309		56528	Office Support Enforce	534.35	
310		57058	Or Dept Revenue	167.36	
311		57332	Or Dept Human Resources	2,762.51	

SI041812
NWMAR139308

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221312	7/28/88	57339-03	Or Dept Revenue	50.00	8-4-88
313		61283	Virginia Petta	68.00	
314		80065	United Assoc NW Fed Credit Union	3,892.73	↓
315		80326	U.S. Internal Revenue	265.00	8-31-88
316		" -05	" " "	25.00	8-31-88
317	8/1/88	28591	FIB - P/R tax dept	9,879.82	8-4-88
318	8/1/88	28593	FIB (Emp Benefit Trust)	4,355.30	
319		57033	Or Central Credit Union	1,500.00	
320		57058	Or Dept Revenue	40,688.93	
321		57332	Or Dept Human Resources	125.00	
322		" -02	" " " "	243,045.12	
323	↓	73070	SAIF Corp	104,127.38	↓
324	8/3/88	28591	FIB (Fed P/R Taxes)	220,664.32	8-3-88
325	↓	57339	Or Dept Revenue	47,453.90	↓
326	8/4/88	12235	Cathy Lynn Burnett	112.50	8-4-88
327		36972	Shelley Rae Hudson	156.62	
328		44085	Anthie Kallias	145.32	
329		49115	Richard Mayor	94.25	
330		53545	Robert Myers	100.00	
331		56528	Office Support Enforce	481.02	
332		57332	Or Dept Human Resources	3,803.42	
333		57339-03	Or Dept Revenue	140.81	
334		" "	" " "	50.00	
335		61287	Virginia Petta Jr	68.00	
336		80065	United Assoc NW Fed Credit	3,922.65	
337		80326	U.S. Internal Revenue	265.00	
338	↓	80326-05	U.S. Internal Revenue	25.00	↓

SI041813
NWMAR139309

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221339	8/9/88	25460	Elec Wkrs #48 Union Credit	7,105.00	8-9-88
340		47270	Inlach #24 Credit Union	10,220.00	
341		66435	Evergate Union Credit	3,070.00	
342	8/10/88	28591	FIB (Fed P/R Taxes)	223,403.27	8-26-88
343		57339	Or Dept Revenue	47,834.08	
344	8/11/88	12235	Cathy Lynn Burnett	112.50	
345		36972	Shelley Rae Hudson	163.16	
346		44065	Anthie Kollias	138.57	
347		49115	Richard Mayor	101.36	
348		53545	Robert Myers	100.00	
349		56528	Office of Support Enforc	336.79	
350		57058	Or Dept Revenue	198.33	
351		57332	Or Dept Human Resources	3,893.14	
352		57339-03	Or Dept Revenue	50.00	
353		57339-03	" " "	95.73	
354		61287	Virginia Retta	68.00	
355		80065	United Assn NW Fed Credit Union	3,897.65	
356		80326	U.S. Internal Revenue	265.00	
357		" -05	" " "	25.00	
358		83428	Western Collection Bureau	94.80	
359	8/15/88	28593	FIB (Emply Trust Svcs)	4,537.82	
360		57033	Ore Central Credit Union	1,700.00	
361	8/16/88	28591	FIB (Fed P/R Tax)	227,406.18	8-31-88
362		57339	Or Dept Revenue	48,590.92	8-26-88
363			VOID		
364	8/17/88	55476-02	NWMIW	600.00	
365	8/18/88	12235	Cathy Lynn Burnett	112.50	8-18-88

SI041814
NWMAR139310

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221393	8/23/88	10016	Boilermakers Local	4,109.40 XX	8-23-88
394		37640	IBEW Pac. Coast	25,602.75	
395		41885	Marine Carpenters.	23,776.64 XX	
396		53900	Plumbers/Pipefitters	14,220.00 XX	
397		58463	Pac Coast Shipyard	39,932.22	
398		58562	Pac Coast Shipyard	702.20	
399		62206	United Assoc Local 290	55,103.28 XX	
400		70445	Sheet Metal Trst	20,127.10	8-23-88
401		70446	Sheet Metal Trust	6006.00	
402		83430	Western Conf/Teamst	6854.19	
403		83625	Western Metal Ind.	50,022.88	
404		62206	United Assoc Local 290	55,103.28	
405	8/24/88	25591	FIB (Fed P/R Taxes)	227,726.48	8-29-88
406		57339	Or Dept Revenue	48,170.52	
407	8/25/88	12235	Cathy Lynn Burnett	112.50	
408		36972	Shelly Rae Hudson	112.33	
409		44085	Anthie Kollias	129.00	
410		49115	Richard Mayor	94.25	
411		53545	Robert Myers, Trustee	100.00	
412		56528	Office of Support Enfor	352.85	
413		57058	Or Dept Revenue	363.65	
414		57332	Or Dept Human Resources	2,713.06	
415		57339-03	Or Dept Revenue	50.00	
416		61287	Virginia Retta, Trustee	68.00	
417		80065	United Assoc NW Fed Credit Union	3,751.26	
418		80326	U.S. Internal Revenue	140.00	
419		80326-04	" " "	45.00	

SI041816
NWMAR139311

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221420	8/25/88	80326-05	U.S. Internal Revenue	25.00	8-29-88
421	↓	83428	Western Collection	94.80	↓
422	8/30/88	28591	FIB (Fed P/R Taxes)	205,740.68	9-1-88
423	↓	57339	Or Dept Revenue	43,696.06	↓
424	8/31/88	28593	FIB (Employee Benefits Acct)	4,585.34	
425	↓	57033	Or Central Credit Union	1,500.00	
426	↓	57332	Or Dept Human Resources	125.00	
427	9/1/88	11880	Michael Blaskowsky	81.25	
428	↓	12235	Cathy Lynn Burnett	112.50	
429		36972	Shelley Rae Hudson	126.03	
430		49115	Richard Mayor	76.91	
431		53545	Robert Myers	100.00	
432		56528	Office Support Enforc	338.52	
433		57058	Or Dept Revenue	479.99	
434		57332	Or Dept Human Resources	2,804.12	
435		57339-03	Or Dept Revenue	50.00	
436		61287	Virginia Letta	68.00	
437		80065	United Cook Inlet Fed Credit Union	3,911.50	
438		80326	U.S. Internal Revenue	140.00	
439		80326-04	" " "	45.00	
440		" -05	" " "	25.00	
441	↓	83428	Western Collection	94.80	↓
442	9/6/88	28591	FIB (Fed P/R Taxes)	59,248.82	9-6-88
443	↓	57339	Or Dept Revenue	12,509.20	↓
444	9/8/88	28591	FIB (Fed P/R Tax)	175,606.61	9-8-88
445	↓	57339	Or Dept Revenue	36,904.71	↓
446	↓	11880	Michael Blaskowsky	81.25	↓

SI041817
NWMAR139312

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221447	9/8/88	12235	Cathy Lynn Burnett	112.50	9-8-88
448		17620	So Wa Collection Bureau	105.61	
449		36972	Shelley Rae Hudson	39.88	
450		44085	Anthie Kolleas	100.28	
451		49115	Richard Mayer	94.27	
452		53545	Robert W Myers	100.00	
453		56528	Office Support Enforce	574.77	
454		57058	Or Dept Revenue	487.07	
455		57332	Or Dept Human Resources	3,960.83	
456		57339-03	Or Dept Revenue	50.00	
457		61287	Virginia Retta Trustee	68.00	
458		80065	United Assoc NW Fed Credit Union	3,872.65	
459		80326	U.S. Internal Revenue	140.00	
460		80326-02	U.S. Internal Revenue	96.59	
461		80326-04	U.S Internal Revenue	185.00	
462		80326-05	U S Internal Revenue	25.00	
463	↓	83428	Western Collection Bureau	94.80	↓
464	9/13/88	25460	Elec Wkrs #48 Credit Union	5,350.00	9-13-88
465		47270	Mach Dists #25 Credit Union	8,030.00	
466		66435	Evergate Fed Credit Union	2,139.68	
467	↓	81925	Ronald Walquist	39,334.72	↓
468	9/14/88	28591	FIB (P/R TAX Fed)	189,469.23	9-14-88
469		57339	Or Dept Revenue	39,696.19	
470	9/15/88	11880	S. Burnt Assoc	81.25	
471		12235	Cathy L Burnett	112.50	
472		17620	So. Wash. Coll. Bureau	105.61	
473		36972	Shelley Hudson	26.82	↓

SI041818
NWMAR139313

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221474	09/14/88	49115	Richard Mayor	41.13	9-14-88
475		44085	Anthie Kolias	137.74	
476			VOID		
477		53545	Robert Myers	100.00	
478		56528	Office of Support	461.90	
479		57058	Or Dept of Rev	518.31	
480		57332	Or Dept/Human	3528.19	
481		57339	Or Dept of Rev.	50.00	
482		61287	Virginia Peta	68.00	
483			VOID		
484		80326-01	IRS	140.00	
485		80326-04	IRS	160.00	
486		80326-04	IRS	119.10	
487		80326-05	IRS	25.00	
488		80545-01	United Way	327.52	
489		83428	Western Coll Bur.	78.74	
490		80065	Unit Ass NW Grad	4247.65	↓
491	09/16/88	28593	Geo Beeman/1st Inter	19,272.37	9-16-88
492		57033	VOID		↓
493	↓	57033	Oregon Central Cr.	1550.00	9-29-88
494	9/20/88	28591	FIB (Fed Pk Zones)	262,881.16	9-20-88
495		57339	Or Dept Revenue	63,997.81	↓
496	9/22/88	122350 1	Cathy Lynn Burnett	112.50	9-22-88
497		17620	So. Wash Collection	202.26	
498		36972	Shelly Rae Hudson	164.40	
499		49115	Richard Mayor	116.11	
500	↓	53545	Robert Myers	100.00	↓

SI041819
NWMAR139314

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221501	9/22/88	56528	Office of Support	478.27	9-22-88
502		57058	Or Dept Rev	530.75	↓
503		57332	Or Dept Human	3072.99	9-27-88
504		57339 03	Or Dept Revenue	50.00	9-22-88
505		61287	Virginia Pelte	68.00	
506		80065	United Assn NW Credit	417.65	
507		80326	US Internal Rev	140.00	
508		80326 04	US Internal Rev	185.00	
509		80326 04	US Interal Rev	143.90	
510		83428	West. Collection Bur	94.80	
511	↓	44085	Anthe Kollias	189.61	↓
512	9/27/88	57278	Or Marine Machinists H&W	52,650.78	9-27-88
513		28591	FIB (Fed PIR Taxes)	214,902.54	
514		57339	Or Dept Revenue	45,017.51	
515		10014	Boilermaker H&W	110,624.48	
516		33785	Gypsum Drywall Trust	50,971.41	
517		47880	Marine Carpenters	32,202.52	
518		57234	Or Laborers Emp JF	63,153.62	
519		58463	Pac Coast Shipyards	41,772.09	
520		62206	Plmbg & Pipe Ftg H&W	70,184.00	
521		70445	Sheet Metal Trust	23,495.61	↓
522		17620	So. Washington Coll.	88.15	9-29-88
523		36927	Shelly Rae Hudson	112.33	
524		49115	Richard Meyer	85.37	
525		56528	Office of Support	163.52	
526		57058	Oregon Dept Rev	257.87	
527		57332	Oregon Dept Human Resource	1813.45	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221528	9/29/88	57339	Oregon Dept Rev.	50.00	9-29-88
529		80065	U Asso. NW Steel Prod	3427.65	
530		80325	U.S. I.R.S.	25.00	
531		80326	U.S. IRS	140.00	
532		80326	U.S. IRS	303.90	
533	9/30/88	28591	First Interstate	212.91	9-30-88
534		57332	State of Oregon	125.00	9-30-88
535		57083	Oregon Central Credit	1550.00	9-30-88
536		55476	NWMIW	600.00	
537	10/4/88	28593	FIB (Empl Benefits)	9,391.37	10-4-88
538	10/5/88	28591	FIB (PR tax)	166,930.68	10-5-88
539		57339	OR Dept of Revenue	37,850.87	10-17-88
540	10/6/88	28591	1st Interstate	583.10	10-6-88
541		57339	Oregon Dept of Rev	71.41	
542		44085	Anthelcolies/1st Int	137.50	
543		57332	Dept/Human Resources	3420.78	
544		12235	Cathy L. Burrett	112.50	
545		61287	Virginia Pelta	68.00	
546		36972	Shelly Hudson	119.83	
547		49115	Richard Meyer	79.28	
548		11880	Michael Blaskowsky	81.25	
549		53545	Robert Myers	100.00	
550		17620	So. Washington Coll.	105.61	
551		80326	U.S. Internal Rev.	140.00	
552		56528	Office of Support	338.52	
553		80326	US Internal Rev	40.00	10-17-88
554		80326	U.S. Internal Rev	303.90	10-6-88

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221555	10/6/88	57339	Or Dept of Rev	50.00	10-6-88
556		57058	Or Dept of Rev	371.87	
557		80065	Un. Assn NW Fed Cred	3846.42	
558		66435	Rivergate Fed Cred	2720.00	
559		~~25460~~	~~Electrical Workers~~	~~5350.00~~	
560		47270	Machinist Dist #24	10540.00	
561	10/7/88	25460	Electrical Workers	5990.00	10-7-88
562	10/12/88	57339	Or. Dept of Rev	35,441.69	10-12-88
563		28591	1st Interstate	164,385.51	
564	10/13/88	80065	Un. Ass. NW Fed Cred	3685.00	10-13-88
565		11880	Stan Brunn + Assoc	81.25	
566		12235	Cathy Lynn Burnett	112.50	
567		17620	So. Wash. Collect.	107.25	
568		36972	Shelly Rae Hudson	112.33	
569		44085	Anthie Kolias/1st Int	137.50	
570		49115	Richard May or	77.88	
571		53545	Robert Myers	100.00	
572		~~56528~~	~~[illegible] Office~~	~~210.25~~	
573		57058	Or. Dept of Rev.	386.34	
574		57332	Or. Dept of Human Res	2678.50	
575		57339	Or. Dept of Rev.	50.00	
576		61287	Virginia Petts	68.00	
577		80326	U.S Internal Rev	140.00	
578		80326	US Internal Rev	303.90	
579		80326	US. Internal Rev	40.00	
580		56528	Office of Support	210.35	
581		57033	Oregon Central Cred	1500.00	10-14-88

SI041823
NWMAR139317

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221582	10/14/88	28593	Geo Beemer 401-K First Interstate	9164.00	10-14-88
583	10/17/88	80545	United Way	396.15	10-17-88
584	10-19-88	55476-02	NWMIW Bx deduct	600.00	10-19-88
585	↓	28591	FIB - PR taxes	275,679.82	↓
586	↓	57339	Or Dept of Revenue	56,323.77	↓
587	10/20/88	880	M. Blaszkowsky	81.25	10-20-88
588	↓	17260	So. Wash Collect.	105.61	↓
589	↓	12235	C.L. Burnett	112.50	↓
590	↓	36972	S.R. Hudson	112.33	↓
591	↓	49115	Richard Mayor	87.31	↓
592	↓	33545	Robert Myers	100.00	10-19-88
593	↓	56528	Office of Support	272.85	10-20-88
594	↓	57056	Or Dept of Rev	302.85	↓
595	↓	57332	Or Dept Human Res	2610.00	↓
596	↓	57339	Or Dept of Rev	80.00	↓
597	↓	61287	Virginia Reitz	68.00	↓
598	↓	80065	Un. Assn NW Fed Cred	3867.65	↓
599	↓	80326	U.S. IRS	140.00	↓
600	↓	80326	U.S. IRS	292.57	10-25-88
601	↓	80326	US IRS	40.00	10-20-88
602	↓	58463	Pac Pic Coast Mach		↓
603	↓	10445	Sheet Metal Trust	16118.00	↓
604	↓	47880	Marine Carpenters	26530.56	↓
605	↓	62206	Un. Assoc Local 290	53,356.43	↓
606	↓	57234	Oregon Laborers	48,683.57	↓
607	↓	33785	Gypsum Drywall	32094.02	↓
608	↓	10014	Boilermakers	95152.68	↓

SI041824
NWMAR139318

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221609	10/20/88	57278	Oregon Marine	35,481.42	10-20-88
610	10/24/88	28591	1st Interstate	4316.03	10-24-88
611	10/24/88	57339	Oregon Dept of Rev	650.55	↓
612	[illegible]	57339	Oregon Dept of Rev.	41,062.41	10-26-88
613	↓	28591	1st Interstate	189,190.91	↓
614	10/27/88	11880	M. Blaskowsky	81.25	10-27-88
615		12235	Cathy Burnett	112.50	
616		17620	So. Wash. Collect.	105.61	
617		36972	Shelly Hudson	112.33	
618		49115	Richard Meyer	87.31	
619		53545	Robert Myers	100.00	
620		56528	Office of Support	301.02	
621		57058	Or. Dept of Rev.	208.47	
622		57332	Or. Dept Human Res	2277.64	
623		57339	Or. Dept of Rev	50.00	
624		6128n	Virginia Pette	68.00	
625		80065	Unit Ass. NW Credi	3867.65	
626		80326	US IRS	140.00	
627		80326	US. I.R.S.	143.90	
628	↓	80326	US. IRS.	40.00	↓
629	10/28/88	57339	Oregon Dept of Rev	1453.08	10-28-88
630	↓		VOID		↓
631	↓	28591	1st Interst Bank	8274.06	↓
632	10/31/88	28591	1st Interst Bank	626.88	11-1-88
633	↓	57332	State of Or	125.00	↓
634	↓	57033	Oregon Central	1500.00	↓
635	↓	28593	First Interstate	8971.84	↓

SI041825
NWMAR139319

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221636	10/31/88	28591	1st Interstate	23643.02	11-1-88
637		57058	Or Dept of Rev	63,367.88	
638		~~57332~~	~~Or Dept Human~~	~~23,563~~	27
639		57332	Or Dept of Human	23,563.27	
640	11/1/88	93070	SAIF Corp	252005.11	
641	11/3/88	28591	1st Interstate	20133487	11-3-88
642		57339	Or Dept of Rev	45,644.24	
643		11880	Stan Burnt+As	81.25	
644		17620	So. Wash. Collect	115.67	
645		36972	Shelly Hudson	119.60	
646		49115	Richard Mayer	97.13	
647		53545	Robert Myers	100.00	
648		56528	Office of Support	245.64	
649		57058	Or. Dept of Rev	289.87	
650		57332	Or Dept Human	2774.21	
651		57339	Or Dept of Rev	50.00	
652		61287	Virginia Reitz	68.00	
653		—	VOID —		
654		80326	U.S. IRS	140.00	
655		80326	U.S. IRS	77.09	
656		80326	U.S. IRS	40.09	
657		83408	West. Collection	15.96	
658		80065	Un. Ass WW Fed	3243.99	
659	11/4/88	25460	elect. Workers	462500	11-4-88
660		47270	Mach. Dist 24	807.46	
661	↓	66435	Riverside Fed	2250.00	↓
662	11-8-88	28591	FIB	105,330.28	11-8-88

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221663	11-8-88	57339	Or Dept of Revenue	21,400.91	11-8-88
64	11/10/88	11880	Stan Blunn Assoc	81.25	11-10-88
65		12235	Cathy Lynn Burnett	112.50	
66		36972	Shelley Rae Hudson	112.33	
67		49115	Richard Mayor	42.71	
68		53545	Robert Myers	100.00	
69		56528	Office Support Enforcement	248.40	
70		57058	Or Dept Revenue	87.31	
71		57332	Or Dept Human Resources	1,331.86	
72		61287	Virginia Retta	68.00	
73		80065	United Assoc NW Fed Credit Union	3,617.65	
74	↓	80326-05	U.S. Internal Revenue	40.00	↓
75	11/16/88	28591	FIB (Fed P/R Taxes)	71,833.55	11-16-88
76		28593	FIB (Emp Benefit Trust)	8,798.34	
77		57033	Or Central Credit Union	1,350.00	
78	↓	57339	Or Dept Revenue	15,609.00	↓
79	11/17/88	11880	Stan Blunn & Assoc	81.25	11-17-88
80	←	~~12235~~	~~Cathy Lynn Burnett~~	112.50	→
81		36972	Shelley Rae Hudson	112.33	
82		49115	Richard Mayor	87.31	
83		53545	Robert W Myers, Jr	100.00	
84		56528	Office Support Enforce	78.08	
85		57058	Or Dept Revenue	187.19	
86		57332	Or Dept Human Resources	1,009.02	
87		61287	Virginia Retta Jr	68.00	
88		80065	United Assoc NW Fed Credit Union	4,013.78	
89	↓	80326	U.S. Internal Revenue	100.00	↓

SI041827
NWMAR139321

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221690	11/17/88	8032605	U.S Internal Revenue	40.00	11-17-88
691	↓	12235	Cathy Lynn Burnett	112.50	↓
692	11/18/88	28591	FIB (Fed P/R Tax)	36,086.49	11-18-88
693	↓	57339	Or Dept Revenue	8,676.63	↓
694	11/23/88	28591	FIB (Fed P/R Taxes)	73,257.09	11-23-88
695		5547602	NWMIW	600.00	
696		57339	Or Dept Revenue	15,808.21	↓
697		80545	United Way	303.52	11-22-88
698		10014	Boilermakers 72 H+W	102,632.44	11-23-88
699		33785	Gypsum Drywall Trust	28,060.43	
700		47880	Marine Carpenters Trust	15,533.50	
701		57234	Or Laborers Trust	27,459.00	
702		57234	" " "	33,133.86	
703		58463	Pac Coast Shipyd Trust	23,648.56	
704		62206	Plumg + Ripe Ftg Hdl	51,962.98	
705		70445	Sheet Metal Trust	8,651.65	
706		57002	OR & SW WA Pntrs Tr	42,241.50	
707		57234	OR Laborers Emp Tr	52,337.25	
708		~~70445~~	~~Sht Mtl Trust~~	~~11,682.90~~	
709		~~70446~~	~~Sht Mtl Adm Nat~~	~~7,788.60~~	
710		57002	OR & SW WA Painters	26,597.25	
711		57234	OR Laborers Tr	40,345.50	
712		~~70445~~	~~Sht Mtl Trust~~	~~8,343.30~~	
713		~~70446~~	~~Sht Mtl Nat Trust~~	~~5,562.20~~	
714		~~47880~~	~~Richard V Boskowsky~~	81.25	
715		12235	Cathy Lynn Burnett	112.50	
716		36972	Shelley Rae Hudson	112.33	

SI041828
NWMAR139322

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221717	11/23/88	49115	Richard Mayor	87.31	11-23-88
221718		53545	Robert W Myers Jr	100.00	
719		56528	Office Support Enforc	125.57	
720		57058	Or Dept Revenue	209.97	
721		57332	Or Dept Revenue	1,034.02	
722		61287	Virginia Retta	68.00	
723		80065	United Assoc NW Fed Credit Union	4,607.65	
724		80326	U.S. Internal Revenue	100.00	
725		8032605	" " "	40.00	
726			VOID		
727		57278	Or Marine Mech H&W	36,901.80	
728	11/28/88	28591	FIB (Fed P/R Jones)	81,108.82	11-28-88
729		57339	Or Dept Revenue	17,812.96	
730	12/1/88	11880	Stan Burns & Assoc	81.25	12-1-88
731		12235	Cathy Lynn Burnett	112.50	
732		~~28593~~	~~FIB (Emp Benefits)~~ VOID	~~8,905.61~~	
733		36972	Shelley Rae Hudson	112.33	
734		49115	Richard Mayor	87.31	
735		53545	Robert Myers	100.00	
736		56528	Office Support Enforce	188.56	
737		57033	Or Central Credit	1,350.00	
738		57058	Or Dept Revenue	170.06	
739		57332	Or Dept Human Resources	125.00	
740		"	" "	1,197.08	
741		57339-03	Or Dept Revenue	50.00	
742		61287	Virginia Retta	68.00	
743		80065	United Assoc NW Fed Credit Union	4,559.89	12-4-88

SI041829
NWMAR139323

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221744	12/1/88	80326	U.S. Internal Revenue	140.00	12-1-88
745		11-05	11 12 11	40.00	↓
746					
747	↓	11880	Stan Burn & Assoc	81.25	12-1-88
748	↓	28593	FIB (Emp Benefit Dr)	8,605.61	↓
749	12/5/88	25460	Elec Wkrs Fed Credit Union	4,260.00	12-5-88
750		47270	Mach Distr 24 Fed Credit Union	4,803.77	
751		66435	Riverside Fed Credit Union	2,060.00	
752		28591	FIB (Emp P/R Tax)	34,078.38	
753	↓	57339	Or Dept Revenue	8,245.01	↓
754	12/7/88	28591	FIB (Fed P/R Tax)	64,160.34	12-7-88
755		57339	Or Dept Revenue	13,740.11	↓
756					
757					
758					
759					
760					
761					
762					
763					
764					
765					
766					
767					
768	12/14/88	28591	FIB (Fed P/R Taxes)	81,526.45	12-20-88
769	↓	57339	Or Dept Revenue	17,905.04	↓
770	12/15/88	11880	Stan Burn & Assoc	68.75	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221771	12/15/88	12235	Cathy Lynn Burnett	112.50	12-20-88
772		28593	FIB (Emp Benefit Trust)	8,598.68	
773		36972	Shelley Rae Hudson	116.10	
774		44085	Anthid Kallias	137.50	
775		49115	Richard Mayor	87.31	
776		53545	Robert Myers Trustee	100.00	
778		57033	Or Central Credit Union	1,350.00	
778		57058	Or Dept Revenue	168.35	
779		57332	Or Dept Human Resources	558.00	
780		57339-03	Or Dept Revenue	50.00	
781		80065	United Assoc NW Fed Credit Union	4,404.52	
782		80326	U.S. Internal Revenue	114.15	
783	↓	80326-05	" " "	40.00	
784	12/16/88	57002	Or & SW WA Painters	23,254.50	
785	12/20/88	28591	FIB (Fed P/R Tax)	99,577.24	
786	↓	57339	Or Dept of Revenue	22,777.20	↓
788	12/21/88	10014	Boilermakers Local 72 H+W	23,155.48	12-21-88
788		33785	Gypsum Drywall Trust	5,875.26	
789		47880	Marine Carpenters H+W	10,545.86	
790		57234	Or Laborers-Emp Trust	22,599.66	
791		57278	Or Marine Mech H+W	14,677.26	
792		58463	Pac Coast Shipyd Trust	15,042.91	
793		62206	Plmbg & Pipe Ftg H+W	29,267.10	
794	↓	70445	Sheet Metal Trust	6,744.43	↓
~~795~~	~~12/22/88~~	~~10015~~			
~~796~~					
~~797~~					

SI041831
NWMAR139325

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221795	12/21/88	10015	Boilermakers - Blacksmith National Pension	18,118.49	12-21-88
796		10016	Boilermakers Train Dr	1,020.76	
797		37640	I.B.E.W. Pac Coast Pension	9,589.50	
798		47885	Marine Carpenters Pension	8,021.59	
799		53900	Plumbg + Pipe Ftg Pen	7,552.80	
800		57002	OS + SW WA Painters Trust	4,869.00	
801		57234	Or Laborers - Emp Trust	18,729.00	
802		58380	Pac Coast Benefits Trust	326.06	
803		58562	Pac Coast Ship Laborers	374.58	
804		62205	Plumbg + Pipe Ftg	23,602.50	
805		"	" " "	2,832.30	
806		70445	Sheet Metal Trust	5,780.94	
807		70446	Sheet Metal Nat Benefit	4,259.64	
808		83430	Western Conference Teamsters	2,550.96	
809		83625	Western Metal Ind	16,464.88	
810	12/22/88	11880	Stan Bunn + Assoc	68.75	12-22-88
811		12235	Cathy Lynn Burnett	112.50	
812		36972	Shelley Rae Hudson	112.33	
813		44085	Anthie Kollias	137.50	
814		49115	Richard Mayor	87.31	
815		57058	Or Dept Revenue	170.49	
816		53545	Robert Myers	100.00	
817		~~57332~~	~~Or Dept Hdsn Resources~~	~~588.30~~	
818		57339-03	Or Dept Revenue	50.00	
819		80065	United Assoc NW Fed Credit Union	4,294.08	
820		80326	U.S. Internal Revenue	100.00	
821		80326-05	" " "	40.00	

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
22822	12/28/88	57332	Or Dept Human Resources	555.30	1-4-89 ~~12-28-88~~
823		28591	FIB (Fed PR Tax)	71,993.52	12-29-88
824		57339	Or Dept Revenue	15,967.30	
825	12/29/88	28593	FIB (Emp Benefit Tr)	8,286.47	
826		36972	Shelley Rae Hudson	112.33	
827		49115	Richard H. Mayor	65.63	
828		57033	Or Central Credit	1,350.00	
829		57332	Or Dept Human Resources	450.80	
830		57058	Or Dept Revenue -	98.17	
831		80065	United Assoc NW Fed Credit Union	3,737.65	
832		80326	U.S. Internal Revenue	100.00	
833		" -05	" " "	43.00	
834	1/5/89	28591	FIB (Fed PR Tax)	93,515.06	1-5-89
835		57339	Or Dept Revenue	21,574.91	
836		11880	Ston Burn & Assoc	68.75	1-6-89
837		12235	Cathy Lynn Burnett	112.50	
838		36972	Shelley Rae Hudson	51.47	
839		49115	Richard Mayor	38.34	
840		54545	Robert Myers Jr	100.00	
841		57058	Or Dept Revenue	38.78	
842		57332	Or Dept Human Resources	381.90	
843		80065	United Assoc NW Fed Credit Union	3,413.55	
844		80326	U.S. Internal Revenue	100.00	
845		80326-05	" " "	43.00	
846	1/10/89	25460	Elec Wkrs Credit Union	4,820.00	1-10-89
847		47270	Mach Distr Credit Union	6,265.00	1-10-89
848		66435	Riversgate Federal Credit Union	1,830.00	1-10-89

SI041833
NWMAR139327

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221849	1/11/89	28591	FIB (Fed P/R Taxes)	29,247.06	1-11-89
850	↓	57339	Or Dept Revenue	5,973.64	↓
851	1/12/89	11880	Stan Bunn & Assoc	68.75	1-13-89
852		12235	Cathy Lynn Burnett	112.50	
853		36972	Shelley Rae Hudson	138.98	
854		49115	Richard Mayor	109.25	
855		53545	Robert Myers	100.00	
856		56528	Office Support Enforc	94.24	
857		57058	Or Dept Revenue	207.10	
858		57332	Or Dept Human Resources	977.18	
859		5733903	Or Dept Revenue	90.00	
860		80065	United Assoc NW Fed Credit Union	3,825.22	
861		80326	U.S. Internal Revenue	100.00	
862		" -04	" " "	13.33	
863	↓	" -05	" " "	43.00	
864	1/13/89	28593	FIB (Emp ~~P/R~~ Benefit Tax)	9,345.72	
865		57033	Or Central Credit Union	1,350.00	↓
866	↓	57332	Or Dept Human Resources	125.00	↓
867	1/18/89	28591	FIB (Fed P/R Tax)	14,070.06	1-18-89
868		"	"	127,456.81	
869		57339	Or Dept Revenue	25,806.39	
870	↓	"	" " "	3,998.86	↓
871	1/19/89	11880	Stan Bunn & Assoc	68.75	1/19/89
872		12235	Cathy Lynn Burnett	112.50	
873		36972	Shelley Rae Hudson	95.15	
874		49115	Richard Mayor	87.88	
875	↓	83545	Robert Myers Jr	100.00	↓

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221876	1/19/89	56528	Office Support Enforce	62.50	1/19/89
877		57058	Or Dept Revenue	79.94	
878		80065	United Assoc NW Fed Credit Union	3,932.65	
879		57332	Or Dept Human Resources	497.70	
880		80326	U.S. Internal Revenue	100.00	
881	↓	" -05	" " "	43.00	↓
882	1/24/89	10014	Boilermakers 72 H+W	17,721.96	1/24/89
883		10015	Boilermakers Nat Pension	13,897.54	
884		10016	Boilermakers Train Trust	782.96	
885		33785	Gypsum Drywall Trust	3,678.83	
886		37640	I.B.E.W Pac Coast Pension	7,183.50	
887		47880	Marine Carpenters H+W	16,001.62	
888		47885	Marine Carpenters Trust	12,171.45	
889		53900	Plumbers + Pipefit Nat Pension	5,872.20	
890		57002	OR & SW WA Painters Trust	3,048.75	
891		57234	Or Laborers Empr	10,060.50	
892		57234	" " "	12,139.67	
893		57278	Or Marine Mech H+W	14,215.50	
894		58380	Pac Coast Benefits Fr	272.17	
895		58463	Pac Coast Shipyd Metal Trades	11,565.90	
896		58562	Pac Coast Shipyd Training Laborers	201.21	
897		62205	Plumbg + Pipe Ftg	2,202.08	
898		"	" " "	18,350.63	
899		62206	Plumbg + Pipe Ftg H+W	22,754.78	
900		70445	Sheet Metal Trust	3,776.25	
901		"	" " "	4,405.63	
902	↓	70446	Sheetmetal Wkrs Pension	2,782.50	↓

SI041835
NWMAR139329

NORTHWEST MARINE IRON WORKS

Check Number	Date Issued	Vendor Number	Vendor Name	Check Amount	Detail Check Register
221903	1/24/89	83430	Western Conference Teamsters	2,129.35	1/24/89
904	↓	83625	Western Metal Ind Pension	15,367.62	↓
905		28591	FIB (Fed P/R Ded)	70,017.42	
906	↓	57339	Or Dept Revenue	15,387.51	↓
907					
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NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 81610

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986CLS12	2-01-88	600.00		600.00

211419

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211419

24-12 / 1230 552

PAY TO
WACO SCAFFOLDING & EQUIPME
3220 S E. 19TH AVE.
PORTLAND, OR 97202

DATE: APRIL 01, 1988

CHECK NO.: 211419

AMOUNT: *******600.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

SI041838
NWMAR139331

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
00984	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	31.00		31.00

211420

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211420

24-12
1230
552

PAY TO

AUL INSTRUMENT
1055 STEWART AVEUNE
GARDEN CITY, N.Y. 11530

DATE	CHECK NO.
APRIL 01, 1988	211420

AMOUNT
********31.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert H. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 02417

DATE: 4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	76.00		76.00

211421

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211421

24-12 / 1230 552

PAY TO

AIR PRODUCTS & CHEMICALS
PO BOX 14249
940 S.E. 7TH AV.
PORTLAND, OR 97214

DATE: APRIL 01, 1988

CHECK NO: 211421

AMOUNT: ********76.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
02430	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	6.00		6.00

211422

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211422

24-12
1230
552

PAY TO
AIRCO WELDING SUPPLY
3424 N.W. YEON
PORTLAND, OR 97210

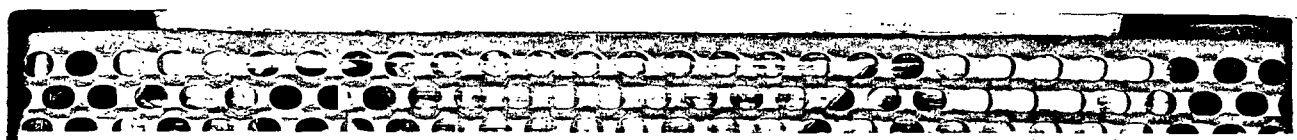
DATE	CHECK NO.
APRIL 01, 1988	211422

AMOUNT
*********6.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
02435	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	13.00		13.00

211423

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211423

24-12 / 1230 552

PAY TO

AIRCRAFT APPLIANCES & EQUI
FLUID POWER DIVISION
150 EAST DRIVE
BRAMALEA ONTARIO, CAN. L6T

DATE	CHECK NO.
APRIL 01,1988	211423

AMOUNT
********13.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
02720	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	33.00		33.00

211424

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE. BLDG. 2
PORTLAND, OREGON 97217

211424

24-12 / 1230 552

PAY TO
ALASKAN COPPER & BRASS
P.O. BOX 5067
PORTLAND, OR 97228

DATE	CHECK NO.
APRIL 01, 1988	211424

AMOUNT
********33.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
02965	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	19.00		19.00

211425

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211425

24-12 / 1230 552

PAY TO

ALDERCRAFT CO., INC.
5433 N.E. 30TH STREET
PORTLAND, OR 97211

DATE	CHECK NO.
APRIL 01, 1988	211425

AMOUNT
*********19.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
03375	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	13.00		13.00

211426

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211426

24-12/1230 552

PAY TO
ALLIED SAFE & VAULT CO.
1603 N.E. UNION
PORTLAND, OR 97232

DATE	CHECK NO.
APRIL 01, 1988	211426

AMOUNT
********13.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
04021	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	15.00		15.00

211427

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211427

24-12 / 1230 552

PAY TO

AMERICAN MACHINE & GEAR
735 N.W. 16TH AVE.
PORTLAND, OR 97209

DATE	CHECK NO.
APRIL 01, 1988	211427

AMOUNT
********15.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND. OREGON 97217

VENDOR NUMBER	DATE
04050	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	67.00		67.00

211428

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND. OREGON 97217

211428

24-12
1230
552

PAY TO
AMERICAN-PACIFIC CORP.
P.O. BOX 3087
PORTLAND, OR 97208

DATE	CHECK NO.
APRIL 01, 1988	211428

AMOUNT
********67.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041847
NWMAR139340

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
04054	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	91.00		91.00

211429

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211429

24-12/1230 552

PAY TO

AMERICAN PROTECTIVE SERVIC
6806 NE HWY 99
P.O. BOX 1585
VANCOUVER, WA 98668

DATE	CHECK NO.
APRIL 01, 1988	211429

AMOUNT
********91.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
04470	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	136.00		136.00

211430

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211430

24-12 / 1230 552

PAY TO

AMERICAN STEEL
4033 N.W. YEON
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211430

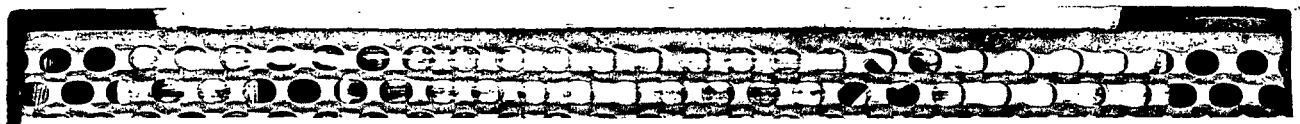
AMOUNT
********136.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041849
NWMAR139342



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
06690	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211440

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211440

24-12 / 1230 552

PAY TO

AUTOMOTIVE PRODUCTS INC.
P.O. BOX 14668
PORTLAND, OR 97214

DATE	CHECK NO.
APRIL 01, 1988	211440

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
08010	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	27.00		27.00

211441

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211441

24-12 / 1230 552

PAY TO
E. J. BARTELLS CO.
P.O. BOX C34935 DEPT149
SEATTLE WA 98124

DATE	CHECK NO.
APRIL 01, 1988	211441

AMOUNT
********27.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041860
NWMAR139344

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
08440	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	31.00		31.00

211442

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

211442

24-12 / 1230 552

PAY TO
BEARINGS, INC.
2720 N. W. 29TH
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211442

AMOUNT
********31.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041861
NWMAR139345

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
08445	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	14.00		14.00

211443

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

211443

24-12 / 1230 552

PAY TO
BEAVER BOLT
14965 S.W. 72ND AVE.
PORTLAND, OR 97224

DATE	CHECK NO.
APRIL 01, 1988	211443

AMOUNT
********14.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
08626	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	90.00		90.00

211444

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211444

24-12/1230 552

PAY TO

BEAVER STATE SCAFFOLDING
5920 N. W. SALTZMAN RD.
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211444

AMOUNT
********90.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
09013	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	22.00		22.00

211445

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211445

24-12
1230
552

PAY TO
BERG EVANS
110 SE MAIN
PORTLAND OR 97214

DATE	CHECK NO.
APRIL 01, 1988	211445

AMOUNT
********22.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
09015	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211446

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211446

24-12 / 1230 552

PAY TO

BERGMAN PHOTOGRAPHIC SERVI
7816 S.E. 13TH AVE.
PORTLAND, OREGON 97202

DATE	CHECK NO.
APRIL 01, 1988	211446

AMOUNT
**********5.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 09220

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211447

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211447

24-12 / 1230 552

PAY TO
BRYAN BICKMORE RENTING
9500 S.W. CANYON RD.
PORTLAND, OREGON 97225

DATE: APRIL 01, 1988

CHECK NO.: 211447

AMOUNT: **********4.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
09430	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	88.00		88.00

211448

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211448

24-12 / 1230 552

PAY TO

BINGHAM WILLAMETTE
2800 N.W. FRONT
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211448

AMOUNT
********88.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
09450	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	189.00		189.00

211449

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211449

24-12/1230 552

PAY TO

BIRD-JOHNSON CO./MARINE DI
110 NORFOLK STREET
WALPOLE, MA 02081

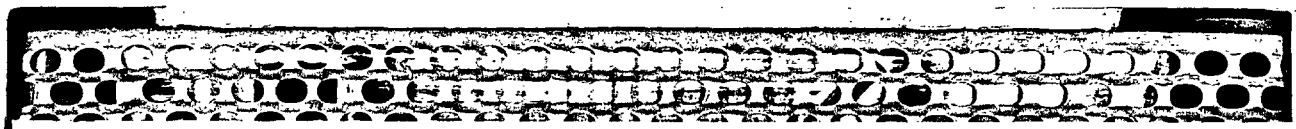
DATE	CHECK NO.
APRIL 01, 1988	211449

AMOUNT
*******189.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
10015	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	3,907.00		3,907.00

211450

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211450

24-12 / 1230 552

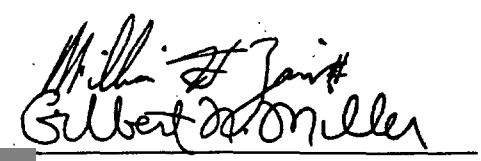
PAY TO
BOILERMAKERS NAT'L FUND
424 OLD BROTHERHOOD BLDG
KANSAS CITY, KS 66101

DATE	CHECK NO.
APRIL 01, 1988	211450

AMOUNT
*****3,907.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

William H. Zaiss
Gilbert M. Miller



(b) (6)

SI041869
NWMAR139353

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
10016	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	220.00		220.00

211451

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

211451

24-12/1230 552

PAY TO
BOILERMAKERS TRNG TR. FD
1305 S.W. 12TH AVE
PORTLAND, OREGON 97201

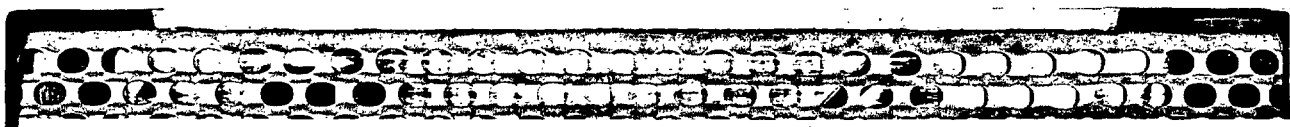
DATE	CHECK NO.
APRIL 01, 1988	211451

AMOUNT
*******220.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
11050	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211454

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211454

24-12/1230 552

PAY TO
BROOKS NORTHWEST, INC.
8206 S 192ND ST
KENT WA 98032

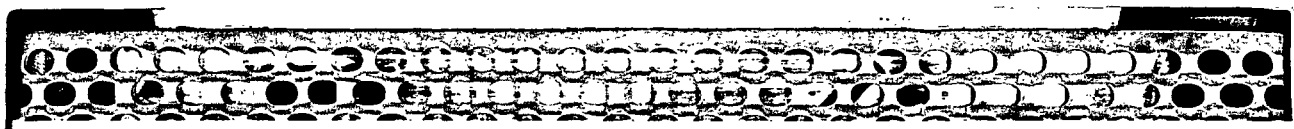
DATE	CHECK NO.
APRIL 01, 1988	211454

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
12719	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	133.00		133.00

211455

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211455

24-12 / 1230 552

PAY TO
BYE ENGRAVING, INC.
7914 SW BARBUR BLVD
PORTLAND, OR 97219

DATE	CHECK NO.
APRIL 01, 1988	211455

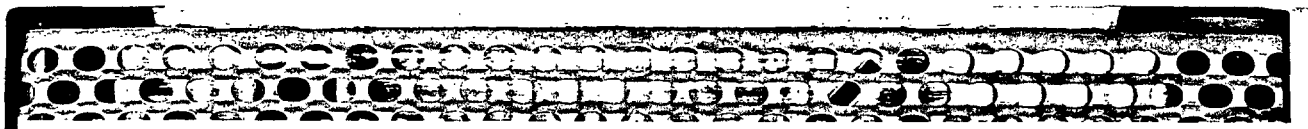
AMOUNT
*******133.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

Gilbert M. Miller

(b) (6)

SI041874
NWMAR139356



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
12855	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	9.00		9.00

211456

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211456

24-12
1230
552

PAY TO

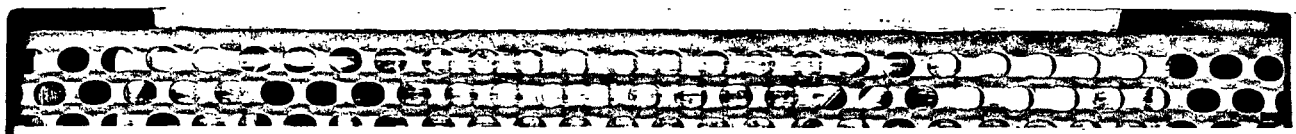
C & D POWER SYSTEMS
ATT: CREDIT MANAGER
3043 WALTON ROAD
PLYMOUTH MEETING PA 19462

DATE	CHECK NO.
APRIL 01, 1988	211456

AMOUNT
*********9.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
13035	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	136.00		136.00

211457

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211457

24-12
1230
552

PAY TO
CHU ASSOCIATES
P.O. BOX 2387
LITTLETON, MA 01460

DATE	CHECK NO.
APRIL 01, 1988	211457

AMOUNT
*******136.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
13100	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	10.00		10.00

211458

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211458

24-12 / 1230 552

PAY TO

CRB MANUFACTURING
7101 S.E. 94TH AVE.
PORTLAND, OR 97266

DATE	CHECK NO.
APRIL 01, 1988	211458

AMOUNT
*********10.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

SI041877
NWMAR139359

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
13918	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	7.00		7.00

211459

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211459

24-12/1230 552

PAY TO

CARBOLINE NORTHWEST
1401 S. HANLEY ROAD
ST. LOUIS, MO 63144

DATE	CHECK NO.
APRIL 01, 1988	211459

AMOUNT
**********7.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
14276	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	13.00		13.00

211460

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211460

24-12 / 1230 552

PAY TO
CARSON OIL COMPANY
P.O. BOX 4100-57
PORTLAND, OREGON 97208

DATE	CHECK NO.
APRIL 01, 1988	211460

AMOUNT
********13.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041879
NWMAR139361

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
15161	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	22.00		22.00

211462

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE . BLDG. 2
PORTLAND, OREGON 97217

211462

24-12 / 1230 552

PAY TO

CERTIFIED WELDING WORKS
1035 S.E. SALMON
PORTLAND, ORE 97214

DATE	CHECK NO.
APRIL 01, 1988	211462

AMOUNT
********22.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041881
NWMAR139362

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16695	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	71.00		71.00

211466

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211466

24-12/1230 552

PAY TO

CLEAN SYSTEMS INC.
C/O IRS ATTN: MR. FRY
P.O. BOX 12649
SEATTLE, WA 98111

DATE	CHECK NO.
APRIL 01, 1988	211466

AMOUNT
********71.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16914	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211467

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211467

24-12/1230 552

PAY TO

COASTAL LIFT TRUCK
9414 N.E. VANCOUVER WAY
PORTLAND, OREGON 97211

DATE	CHECK NO.
APRIL 01, 1988	211467

AMOUNT
**********4.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16928	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211468

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211468

24-12
1230
552

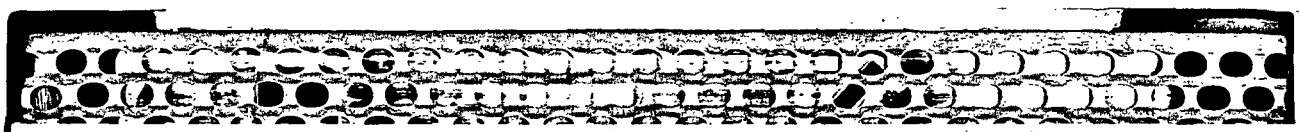
PAY TO
COAST ENGINE & EQPT. CORP.
4012 EAST - WEST ROAD
TACOMA, WA 98421

DATE	CHECK NO.
APRIL 01, 1988	211468

AMOUNT
*********5.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

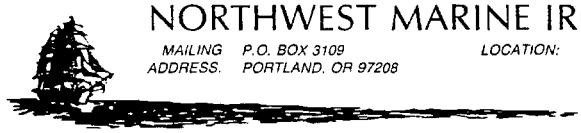
LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16938	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	29.00		29.00

211469

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS. P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211469

24-12/1230 552

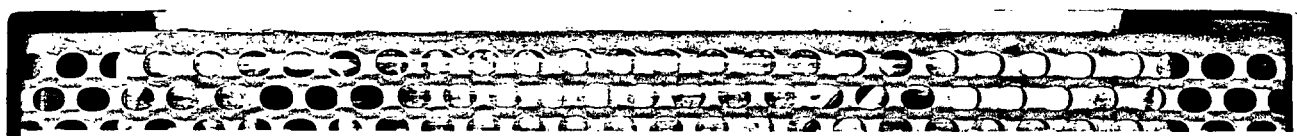
PAY TO
COAST INDUSTRIAL SUPPLY
P.O. BOX 14902
PORTLAND, OR 97214

DATE	CHECK NO.
APRIL 01, 1988	211469

AMOUNT
********29.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16957	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	116.00		116.00

211470

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211470

24-12 / 1230 552

PAY TO
COASTAL OIL FILT. & FLSH I
2027 "B" STREET
WASHOUGAL, WA 98671

DATE	CHECK NO.
APRIL 01, 1988	211470

AMOUNT
*******116.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
16965	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	65.00		65.00

211471

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS. P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211471

24-12 / 1230 552

PAY TO

COASTIR DIV. JESSE ENG. CO
5225 7TH STREET EAST
TACOMA, WA 98424

DATE	CHECK NO.
APRIL 01, 1988	211471

AMOUNT
********65.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
17145	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	45.00		45.00

211472

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211472

24-12 / 1230 552

PAY TO

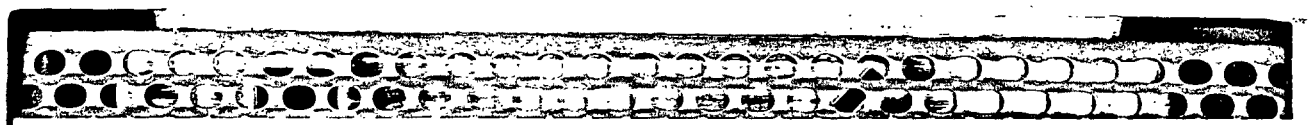
COLBY CRANE & MFG. CO.
2929 16TH AVENUE, S.W.
SEATTLE, WASHINGTON 98134

DATE	CHECK NO.
APRIL 01, 1988	211472

AMOUNT
*********45.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

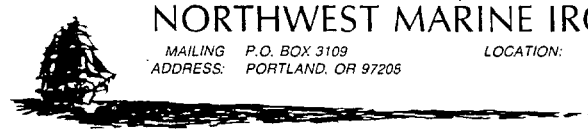
LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
17147	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	10.00		10.00

211473

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211473

24-12/1230 552

PAY TO
COLEMAN INDUSTRIAL SUPPLY
1331 INDUSTRIAL WAY
LONGVIEW, WA 98632

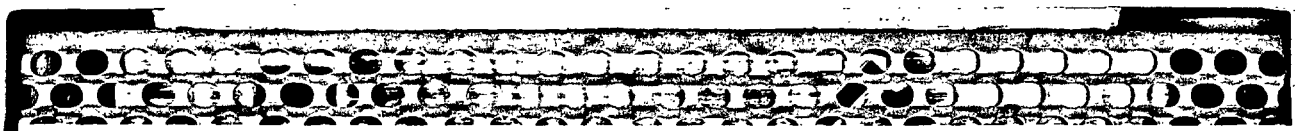
DATE	CHECK NO.
APRIL 01, 1988	211473

AMOUNT
*********10.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
17148	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	13.00		13.00

211474

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211474

24-12 / 1230 552

PAY TO
COLISEUM FORD
218 N.E. SAN RAFAEL
PORTLAND, OREGON 97212

DATE	CHECK NO.
APRIL 01, 1988	211474

AMOUNT
********13.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 17260

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	166.00		166.00

211475

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211475

24-12 / 1230 552

PAY TO
COLUMBIA BANDING
665 N. TILLAMOOK STREET
PORTLAND, OR 97227

DATE: APRIL 01, 1988

CHECK NO: 211475

AMOUNT: *******166.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
17270	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211476

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211476

24-12 / 1230 552

PAY TO
COLUMBIA BATTERY MFG. CO.
4915 S.E. 17TH AVE.
PORTLAND, OR 97202

DATE	CHECK NO.
APRIL 01, 1988	211476

AMOUNT
**********5.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
17625	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	12.00		12.00

211477

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211477

24-12 / 1230 552

PAY TO
COLUMBIA RIVER BAR PILOTS
P.O. BOX 81
ASTORIA, OR 97103

DATE	CHECK NO.
APRIL 01, 1988	211477

AMOUNT
********12.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
18087	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211478

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211478

24-12
1230

552

PAY TO

COMMERCIAL REPAIR & MACH
P.O. BOX 2069
VANCOUVER, WASH 98668

DATE	CHECK NO.
APRIL 01, 1988	211478

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 18135

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	11.00		11.00

211479

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211479

24-12 / 1230 552

PAY TO

COMPLETE ABRASIVE BLASTING
SYSTEMS, INC
18250 68TH AVE. SOUTH
KENT, WA 98031

DATE: APRIL 01, 1988

CHECK NO: 211479

AMOUNT: ********11.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 19810

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	12.00		12.00

211483

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211483

24-12 / 1230 552

PAY TO
CROMPTON INSTRUMENTS
PO BOX 91-1101
COMMERCE CA 90091

DATE: APRIL 01, 1988

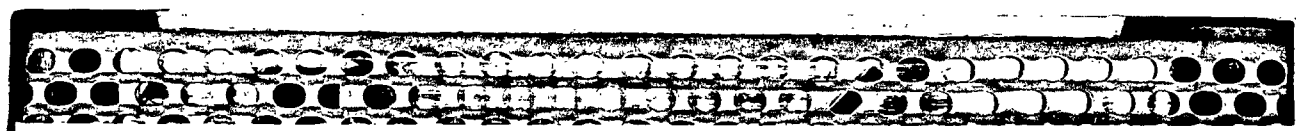
CHECK NO.: 211483

AMOUNT: ********12.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

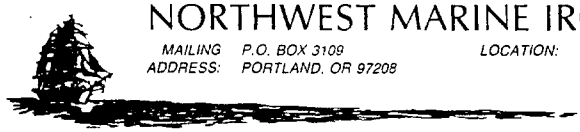
VENDOR NUMBER	DATE
20165	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

5-3-88 Mailed
USS Cushing
Cushing Supply Officer
FPO
San Francisco, CA 96662-1223

211484

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211484

24-12 / 1230 552

PAY TO CUSHING SUPPLY OFFICER

DATE	CHECK NO.
APRIL 01, 1988	211484

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041903
NWMAR139378

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND. OREGON 97217

VENDOR NUMBER	DATE
20178	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	61.00		61.00

211485

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE.. BLDG. 2
PORTLAND. OREGON 97217

211485

24-12 / 1230 552

PAY TO

CURTISS-WRIGHT/MARQUETTE
400 SO. MAIN STREET
FOUNTAIN INN SC 29644-0398

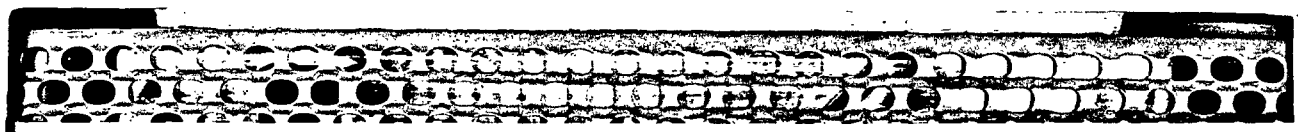
DATE	CHECK NO.
APRIL 01, 1988	211485

AMOUNT
********61.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

SI041904
NWMAR139379



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

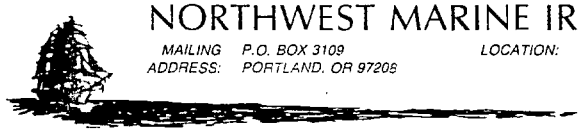
LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
20554	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	127.00		127.00

211486

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211486

24-12
1230
552

PAY TO
DLI ENGINEERING CORP.
253 WINSLOW WAY WEST
BAINBRIDGE ISLAND, WA 98110

DATE	CHECK NO.
APRIL 01, 1988	211486

AMOUNT
*******127.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
20961	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	15.00		15.00

211487

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211487

24-12 / 1230 552

PAY TO

DASIC INTERNATIONAL CORP.
1035 S.E. 9TH
PORTLAND, OR 97214

DATE	CHECK NO.
APRIL 01, 1988	211487

AMOUNT
********15.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
21030	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	17.00		17.00

211488

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211488

24-12 / 1230 552

PAY TO

A. J. DAVIS & SONS, INC.
P.O. BOX 14654
PORTLAND, OR 97214

DATE	CHECK NO.
APRIL 01, 1988	211488

AMOUNT
********17.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
21035	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	44.00		44.00

Mailed 5/27/88

211489

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211489

24-12 / 1230 552

PAY TO

DAVIS, BOSTWICK, ET AL
111 S.W. COLUMBIA SUITE 3
PORTLAND, OR 97201-5892

DATE	CHECK NO
APRIL 01, 1988	211489

AMOUNT
********44.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
21070	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	6.00		6.00

Voided 5/4/88

211490

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211490

24-12 / 1230 552

PAY TO

DAVIS INDUSTRIAL PRODUCTS
P.O. BOX 4228
PORTLAND, OR 97208

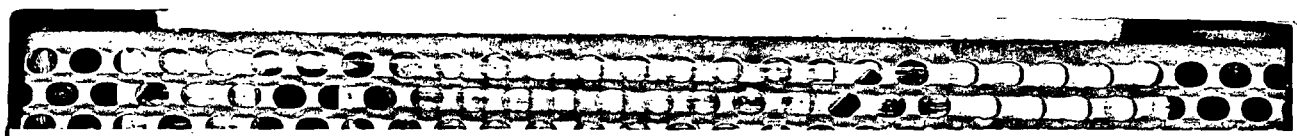
DATE	CHECK NO.
APRIL 01, 1988	211490

AMOUNT
**********6.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
21958	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	11.00		11.00

211491

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211491

24-12 / 1230 552

PAY TO
FRED DEVINE DIVING & SALVA
6211 N. ENSIGN
PORTLAND, OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211491

AMOUNT
********11.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
22040	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	27.00		27.00

211492

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211492

24-12 / 1230 552

PAY TO
DICK'S PUMP & EQUIP
2304 N. KILLINGSWORTH
PORTLAND, OREGON 97217

DATE	CHECK NO.
APRIL 01, 1988	211492

AMOUNT
********27.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
23715	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	20.00		20.00

211493

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211493

24-12 / 1230 552

PAY TO

DUPLEX PRODUCTS INC
7100 SW HAMPTON ST #216
TIGARD OR 97223

DATE	CHECK NO.
APRIL 01, 1988	211493

AMOUNT
********20.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
23848	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	55.00		55.00

211494

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211494

24-12 / 1230 552

PAY TO

DYNAMIC ENGINEERING INC
1270 FRANCES ST.
VANCOUVER, B.C. V6A 1Z5

DATE	CHECK NO.
APRIL 01, 1988	211494

AMOUNT
********55.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
25082	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	11.00		11.00

211495

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211495

24-12
1230
552

PAY TO

SHOP SERVICES INC.
845 WEST 2500 SOUTH
SALT LAKE CITY, UT 84119

DATE	CHECK NO.
APRIL 01, 1988	211495

AMOUNT
*********11.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
26360	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	129.00		129.00

211496

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211496

24-12/1230 552

DATE	CHECK NO.
APRIL 01, 1988	211496

AMOUNT: *******129.00*

PAY TO
EOFF ELECTRIC COMPANY
P.O. BOX 709
SALEM, OREGON 97308

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

Gilbert A. Miller

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
26578	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	11.00		11.00

211497

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211497

24-12/1230 552

PAY TO
ERVIN AMASTEEL
P.O. BOX 64260
DETROIT, MI 48264

DATE	CHECK NO.
APRIL 01, 1988	211497

AMOUNT
*********11.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
26760	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	25.00		25.00

211498

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211498

24-12
1230
552

PAY TO
ESCO CORP.
2475 N.W. VAUGHN
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211498

AMOUNT
********25.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 27605

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	16.00		16.00

211500

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211500

24-12 / 1230 552

PAY TO
FMC MAT'L. HANDLING EQUIPM
1938 BLACK ST.
HOMER CITY, PA 15748

DATE: APRIL 01, 1988

CHECK NO.: 211500

AMOUNT: *********16.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
27920	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211501

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211501

24-12/1230 552

PAY TO

FAMILIAN NORTHWEST, INC.
P.O. BOX 17098
PORTLAND, OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211501

AMOUNT
**********5.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
27975	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	19.00		19.00

211502

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211502

24-12
1230
552

PAY TO
FARR WEST MARINE
P.O. BOX 8789
PORTLAND, OREGON 97207

DATE	CHECK NO
APRIL 01, 1988	211502

AMOUNT
********19.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041921
NWMAR139395

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
28140	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	11.00		11.00

211504

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211504

24-12 / 1230 552

PAY TO

FARWEST STEEL CORP.
P.O. BOX 889
EUGENE, OR 97440

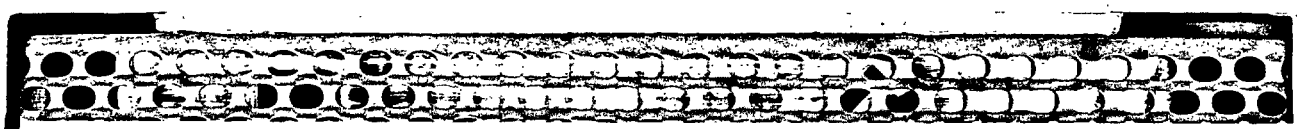
DATE	CHECK NO
APRIL 01, 1988	211504

AMOUNT
*********11.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
28638	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	184.00		184.00

211508

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211508

24-12/1230 552

PAY TO

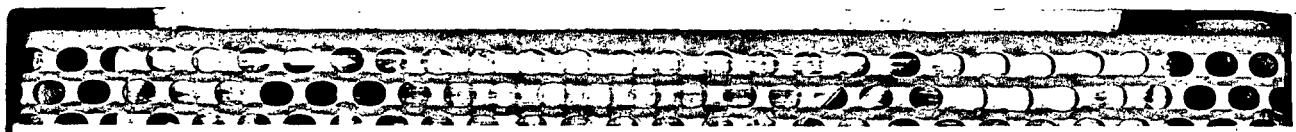
FLAME-SPRAY INC.
P.O. BOX 20665
4674 ALVARADO CANYON RD
SAN DIEGO, CALIF 92120

DATE	CHECK NO.
APRIL 01, 1988	211508

AMOUNT
********184.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE.. BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
28657	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	10.00		10.00

211509

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE.. BLDG. 2
PORTLAND, OREGON 97217

211509

24-12 / 1230 552

PAY TO

RAY FLEMING. INC
3508 N. WILLIAMS AVE.
PORTLAND. OR 97227

DATE	CHECK NO.
APRIL 01,1988	211509

AMOUNT
********10.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON. N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 28800

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	12.00		12.00

211510

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211510

24-12 / 1230 552

PAY TO

FLUID AIR COMPONENTS INC.
P.O. BOX 02038
PORTLAND, OR 97202

DATE: APRIL 01, 1988

CHECK NO: 211510

AMOUNT: *********12.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041929
NWMAR139399

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
29511	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	369.00		369.00

211511

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211511

24-12 / 1230 552

PAY TO

FRASER BOILER & DIESEL SVC
P.O. BOX 80905
SEATTLE, WA 98108

DATE	CHECK NO.
APRIL 01, 1988	211511

AMOUNT
*******369.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 29710

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	13.00		13.00

211512

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211512

24-12 / 1230 552

PAY TO

FRICTION PRODUCTS MFG. CO.
1001 S. E. MAIN ST.
PORTLAND, OR 97214

DATE: APRIL 01, 1988

CHECK NO.: 211512

AMOUNT: *********13.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
30240	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	9.00		9.00

211513

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211513

24-12 / 1230 552

PAY TO
GALVANIZERS, INC.
2406 N. W. 30TH
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211513

AMOUNT
*********9.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
30478	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	25.00		25.00

211515

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211515

24-12 / 1230 552

PAY TO

GAS ADVANCE SYSTEMS
P.O. BOX 12601
PORTLAND, OREGON 97212

DATE	CHECK NO.
APRIL 01, 1988	211515

AMOUNT
********25.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
30480	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211516

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS. P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE.. BLDG. 2
PORTLAND, OREGON 97217

211516

24-12 / 1230 552

PAY TO
GAS HAZARDS CONTROL FUND
P O BOX 28053
WASHINGTON DC 20038

DATE	CHECK NO.
APRIL 01, 1988	211516

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert O. Miller

SI041935
NWMAR139404

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
31585	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	21.00		21.00

211518

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211518

24-12 / 1230 552

PAY TO

GENERAL STEEL, INC.VANC
2000 E COLUMBIA BLDG91W
VANCOUVER WA 98661

DATE	CHECK NO.
APRIL 01, 1988	211518

AMOUNT
*********21.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 31645

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	265.00		265.00

211519

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211519

24-12 / 1230 552

PAY TO
GENERAL TOOL & SUPPLY CO.
407 N. W. 17TH AVE.
PORTLAND, OR 97209

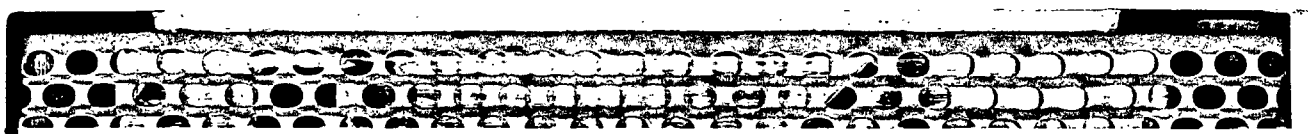
DATE: APRIL 01, 1988

CHECK NO.: 211519

AMOUNT: *******265.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON
(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
32713	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	8.00		8.00

211520

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211520

24-12 / 1230 552

PAY TO

GLOBAL ELECTRO SYST TSTG
729 ANNGELA ST UNIT 2
SAN JOSE CA 95125

DATE	CHECK NO.
APRIL 01, 1988	211520

AMOUNT
**********8.00*

Gilbert O. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
32870	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	7.00		7.00

211522

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211522

24-12 / 1230 552

PAY TO
GOODALL RUBBER CO
3657 N.W. FRONT AVE.
PORTLAND, OREGON 97210

DATE	CHECK NO.
APRIL 01, 1988	211522

AMOUNT
**********7.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
32953	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	19.00		19.00

211523

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211523

24-12 / 1230 552

PAY TO
GOODRICH FOREST PRODUCTS
13939 SW EDY ROAD
SHERWOOD, OR 97140

DATE	CHECK NO.
APRIL 01, 1988	211523

AMOUNT
********19.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

SI041942
NWMAR139409

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
33275	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	138.00		138.00

211525

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211525

24-12
1230
552

PAY TO

GRAND METAL PRODUCTS CORP.
2340 S. E. GLADSTONE ST.
PORTLAND, OR 97202

DATE	CHECK NO.
APRIL 01, 1988	211525

AMOUNT
*******138.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
33538	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211526

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211526

24-12/1230 552

PAY TO

GREEN TRANSFER & STORAGE
10099 N PORTLAND RD
PORTLAND OR 97203

DATE	CHECK NO.
APRIL 01, 1988	211526

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041945
NWMAR139411

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
34410	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	8.00		8.00

211527

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211527

24-12
1230
552

PAY TO
HALTON TRACTOR
P.O. BOX 3377
PORTLAND, OR 97208

DATE	CHECK NO.
APRIL 01, 1988	211527

AMOUNT
*********8.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert O. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
34561	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	754.00		754.00

211528

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211528

24-12 / 1230 552

DATE	CHECK NO.
APRIL 01, 1988	211528

PAY TO

HAMILTON STANDARD
DIV UNITED TECH CORP
BRADLEY FIELD RD
WINDSOR LKS CT 06096-1009

AMOUNT
********754.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
34890	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	466.00		466.00

211529

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211529

24-12
1230
552

PAY TO

HARDWARE SPECIALTY CO.
3419 - 11TH AVENUE, S.W.
SEATTLE, WA 98134

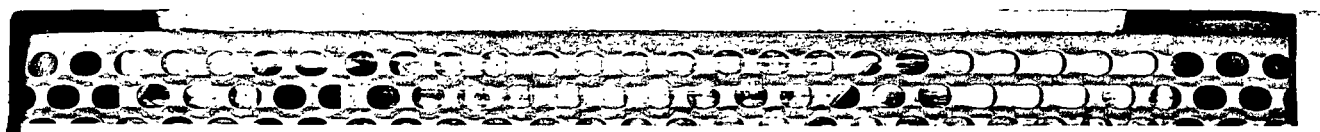
DATE	CHECK NO.
APRIL 01, 1988	211529

AMOUNT
*******466.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
35073	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	27.00		27.00

211530

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211530

24-12 / 1230 552

PAY TO

HART INT'L SPECIALITY STEE
400 BEL MARIN KEYS BLVD.
NOVATO, CA 94947

DATE	CHECK NO.
APRIL 01, 1988	211530

AMOUNT
********27.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

Gilbert D. Miller

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
35953	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	225.00		225.00

211532

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211532

24-12 / 1230 552

PAY TO

HILLER SYSTEMS
P.O. BOX 161389
MOBILE, AL 36616

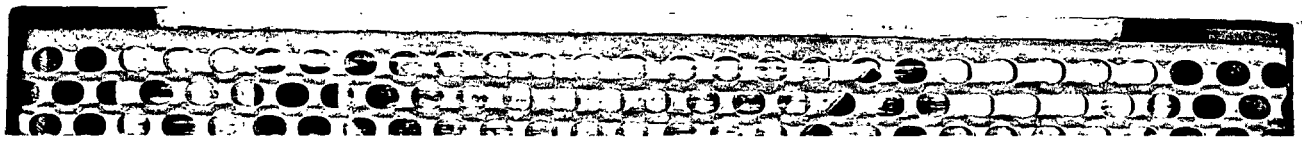
DATE	CHECK NO.
APRIL 01, 1988	211532

AMOUNT
*******225.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
36600	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	28.00		28.00

211535

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211535

24-12 / 1230 552

PAY TO
HOSE MC CANN
9 SMITH STREET
ENGLEWOOD, NJ 07631

DATE	CHECK NO.
APRIL 01, 1988	211535

AMOUNT
********28.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37220	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	26.00		26.00

211536

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211536

24-12/1230 552

PAY TO

KEN R. HUMKE
P.O. BOX 5128
PORTLAND, OR 97208

DATE	CHECK NO.
APRIL 01, 1988	211536

AMOUNT
********26.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37320	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	19.00		19.00

211537

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211537

24-12 / 1230 552

PAY TO

HUSER SALES & SERVICE, INC
1313 N.W. 17TH AVE.
PORTLAND, OR 97209

DATE	CHECK NO.
APRIL 01, 1988	211537

AMOUNT
********19.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37610	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211538

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211538

24-12 / 1230 552

PAY TO
HYSTER SALES COMPANY
P.O. BOX 23016
TIGARD, OR 97223

DATE	CHECK NO.
APRIL 01, 1988	211538

AMOUNT
**********5.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37619	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	60.00		60.00

211539

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211539

24-12 / 1230 552

PAY TO
HYTORC
HCR 88, BOX 320
BAKER, OREGON 97814

DATE	CHECK NO.
APRIL 01, 1988	211539

AMOUNT
********60.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37621	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	36.00		36.00

211540

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211540

24-12/1230 552

PAY TO

HYTORC OF TEXAS
C/O ORRIN LAY
HCR88 BOX 320
BAKER, OREGON 97814

DATE	CHECK NO.
APRIL 01, 1988	211540

AMOUNT
*********36.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37640	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	1,539.00		1,539.00

Voided 5-5-88

211541

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS. P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211541

24-12/1230 552

PAY TO
IBEW PAC COAST PN FD
P.O. BOX 45931
SAN FRANCISCO, CA 94145

DATE	CHECK NO.
APRIL 01, 1988	211541

AMOUNT
*****1,539.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37722	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	17.00		17.00

211542

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211542

24-12 / 1230 552

PAY TO
ITT BARTON INSTRUMENTS
P.O. BOX 1882
CITY OF INDUSTRY, CA 9174

DATE	CHECK NO.
APRIL 01, 1988	211542

AMOUNT
*********17.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37724	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	123.00		123.00

211543

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211543

24-12 / 1230 552

PAY TO
ITT GRINNELL CORP.
3240 N. W. 29TH AVE.
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211543

AMOUNT
*******123.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
37730	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	24.00		24.00

211544

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211544

24-12 / 1230 552

PAY TO
ITT STANDARD
PO BOX 1102
BUFFALO NY 14240-1102

DATE	CHECK NO.
APRIL 01, 1988	211544

AMOUNT
********24.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041963
NWMAR139426

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
38035	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	80.00		80.00

211545

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211545

24-12 / 1230 552

PAY TO

IN-MAR SALES, INC.
1522 N. AINSWORTH
PORTLAND, OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211545

AMOUNT
********80.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
38080	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211546

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211546

24-12 / 1230 552

PAY TO

INDEECO
C/O F.H. MCLAUGHLIN
P.O. BOX 206
BELLMONT, CA 94002

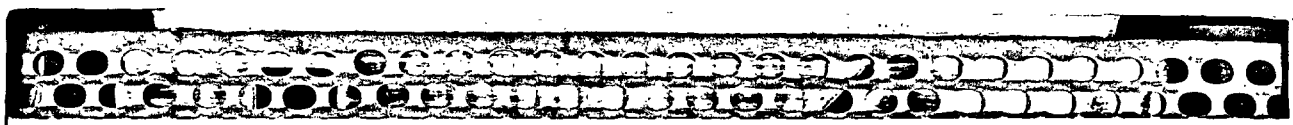
DATE	CHECK NO.
APRIL 01, 1988	211546

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
38620	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	4.00		4.00

211547

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211547

24-12 / 1230 552

PAY TO

INDUSTRIAL TIRE SERVICE
7331 N.E. KILLINGSWORTH
PORTLAND, OR 97218

DATE	CHECK NO.
APRIL 01, 1988	211547

AMOUNT
**********4.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
38655	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	166.00		166.00

211548

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211548

24-12/1230 552

PAY TO

INDUSTRIAL VALVE OF OREGON
P.O. BOX 10720
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211548

AMOUNT
********166.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND. OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND. OREGON 97217

VENDOR NUMBER	DATE
39075	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	37.00		37.00

211549

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND. OREGON 97217

211549

24-12 / 1230 552

PAY TO
INTERMOUNTAIN INDUST.SUPPL
925 S.E. CLAY
PORTLAND. OREGON 97214

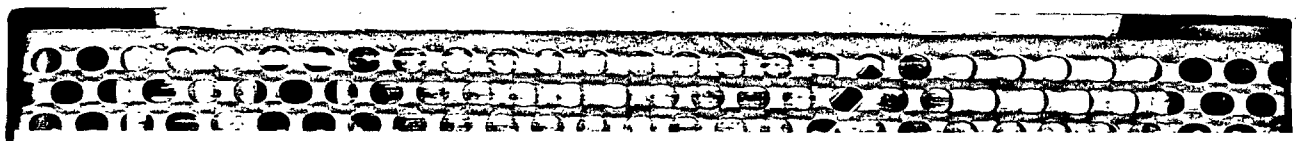
DATE	CHECK NO.
APRIL 01, 1988	211549

AMOUNT
********37.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND. OREGON

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 39130

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	109.00		109.00

211550

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211550

24-12
1230
552

PAY TO
INTERNATIONAL PAINT CO.
5128 N. ALBINA
PORTLAND, OR 97217

DATE: APRIL 01, 1988

CHECK NO: 211550

AMOUNT: *******109.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041969
NWMAR139432

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 39165

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	8.00		8.00

211551

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211551

24-12 / 1230 552

PAY TO

INTERSTATE RENTALS
5240 N. INTERSTATE AVE.
PORTLAND, OR 97217

DATE: APRIL 01, 1988

CHECK NO.: 211551

AMOUNT: *********8.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert H. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
39414	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	18.00		18.00

211552

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211552

24-12/1230 552

PAY TO
INVENTIVE MACHINE CORPORAT
P.O. BOX 369
BOLIVAR, OHIO 44612

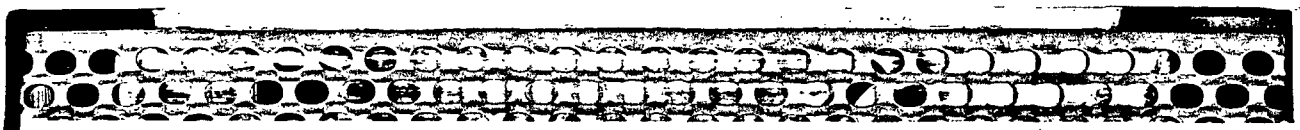
DATE	CHECK NO.
APRIL 01, 1988	211552

AMOUNT
*********18.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

Gilbert D. Miller

(b) (6)



NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
39600	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	32.00		32.00

211553

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211553

24-12 / 1230 552

PAY TO
ISAACSON STEEL CO.
P.O. BOX 3625
SEATTLE, WA 98124

DATE	CHECK NO.
APRIL 01, 1988	211553

AMOUNT
********32.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

Gilbert M. Miller

(b) (6) [redacted]

SI041972
NWMAR139435

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
41000	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	771.00		771.00

211554

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211554

24-12
1230 552

PAY TO
JIGGS' FLOORS
4835 N. ALBINA
PORTLAND,OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211554

AMOUNT
*******771.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 41825

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	7.00		7.00

211555

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS. P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211555

24-12 / 1230 552

PAY TO
JONATHAN MFG. CORP.
P.O. BOX 3-J
1101-T S. ACACIA AVE.
FULLERTON, CA 92634

DATE: APRIL 01, 1988

CHECK NO: 211555

AMOUNT: **********7.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6) [redacted]

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
42400	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211556

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211556

24-12/1230 552

PAY TO
KACH MACHINE WORKS
3838 N. BALLAST
PORTLAND, OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211556

AMOUNT
**********5.00*

Gilbert H. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
42425	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	24.00		24.00

211557

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211557

24-12
1230
552

PAY TO

KADLEC PACKAGING
P O BOX 03187
PORTLAND OR 97203

DATE	CHECK NO.
APRIL 01, 1988	211557

AMOUNT
********24.00*

Gilbert A. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 42740

DATE: 4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	26.00		26.00

211558

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109, PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211558

24-12 / 1230 552

PAY TO: KECK, MAHIN & CATE
1730 PENNSYLVANIA N.W.
WASHINGTON, D.C. 20006-47

DATE: APRIL 01, 1988

CHECK NO: 211558

AMOUNT: ********26.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

SI041977
NWMAR139440

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
43209	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	5.00		5.00

211559

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211559

24-12 / 1230 552

PAY TO
KILSBY ROBERTS CO.
6650 N. ENSIGN ST.
PORTLAND, OR 97217

DATE	CHECK NO.
APRIL 01, 1988	211559

AMOUNT
**********5.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
43355	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	24.00		24.00

211560

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211560

24-12 / 1230 552

DATE	CHECK NO.
APRIL 01, 1988	211560

PAY TO
KING BEARING, INC.
2515 N. W. NICOLAI
PORTLAND, OR 97210

AMOUNT
********24.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
43865	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	611.00		611.00

211561

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211561

24-12 / 1230 552

PAY TO

KLEEN BLAST
3650 N. W. YEON
PORTLAND, OR 97210

DATE	CHECK NO.
APRIL 01, 1988	211561

AMOUNT
*******611.00*

Gilbert D. Miller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
43996	4-01-88

INVOICE NO	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	9.00		9.00

211562

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211562

24-12 / 1230 552

PAY TO
KNAPPTON CORPORATION
9030 N.W. ST. HELENS RD.
PORTLAND, OR 97203

DATE	CHECK NO
APRIL 01, 1988	211562

AMOUNT
*********9.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER: 44800

DATE: 4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	14.00		14.00

211563

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211563

24-12 / 1230 552

PAY TO
LANE-MILES STANDISH CO.
1539 N.W. 19TH AVE.
PORTLAND, OR 97209

DATE: APRIL 01,1988

CHECK NO.: 211563

AMOUNT: ********14.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert D. Miller

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

VENDOR NUMBER	DATE
45593	4-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
1986	4-01-88	79.00		79.00

211564

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD
5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211564

24-12 / 1230 552

PAY TO
LESLIE COMPANY
11144 BUSINESS CIRCLE
CERRITOS, CA 90701

DATE	CHECK NO.
APRIL 01, 1988	211564

AMOUNT
********79.00*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)