# Agreement for Access to Continental Maritime of San Diego Premises by Government Sponsored Contractor

This Access Agreement (“Agreement”) sets forth the terms and conditions agreed to between Continental Maritime of San Diego (“CMSD”) and the identified Government Sponsored Contractor/Alteration Installation Team (“GSC/AIT”) pursuant to which CMSD is facilitating access to CMSD’s premises solely for the purpose of GSC/AIT providing goods or services, at the request or direction by the authorized Government NSA representative, for work on a specifically identified Naval ship for a limited period of performance. The undersigned company identified in this Agreement is entering CMSD as a GSC/AIT team to the U.S. Navy (per Appendix H to the Navy Modernization Program Management and Operations Manual, Alterations to Ships Accomplished by Alteration Installation Teams, Technical Specification TS9090-310G) or for a similarly contracted purpose. CMSD may restrict or cancel GSC/AIT’s access to CMSD premises at any time. The following attachments are provided as part of and incorporated into this Agreement to facilitate entry into the premises of CMSD:

* + 1. EHS Assessment Form for GSC/AIT
    2. Memorandum of Agreement (MOA) - Agreement to Conduct Marine Coating and Other Emitting Processes at Continental Maritime of San Diego

GSC/AIT shall comply with all of its obligations as an alteration installation team (or similarly designated contractor) as set forth in Appendix H to the Navy Modernization Program Management and Operations Manual, Alterations to Ships Accomplished by Alteration Installation Teams, Technical Specification TS9090-310G. GSC/AIT shall provide to CMSD the names and contact information for managers and other positions as defined in that reference. In consideration of CMSD permitting access to CMSD’ premises, GSC/AIT agrees to the following conditions:

1. GSC/AIT shall comply with all federal, state, and local laws and regulations (“Requirements”) addressing environmental, safety, and quality matters, including without limitation, those Requirements covering hazardous substances that it may generate in performing work for the Government. In addition, GSC/AIT shall comply with:
   1. CMSD’s San Diego County Air Pollution Control District Permit facility marine coating permit (APCD2009-PTO-870741) if performing any marine coating service, including, but not limited to, any record keeping and reporting obligations;
   2. Other CMSD permits as applicable to the work GSC/AIT is to perform including, but not limited to, any record keeping and reporting obligations;
   3. All CMSD environmental, health, and safety (EHS) requirements;
   4. All quality obligations, including the timely deliverable of all schedules, quality assurance workbooks, QA Surveillance Oversight Plan, and other test and inspection plans set forth in Appendix H to the Navy Modernization Program Management and Operations Manual Alterations to Ships Accomplished by Alteration Installation Teams, Technical Specification TS9090-310G.
2. Prior to accessing the premises of CMSD, GSC/AIT shall complete and provide to CMSD the “EHS Assessment Form for GSC/AITs” which the CMSD Material Support Office shall provide to GSC/AIT. In completing this Form, GSC/AIT acknowledges and agrees that:
   1. GSC/AITs tasked by the Government to complete industrial activities in the private sector must interface with private sector environmental processes and identify support requirements on a non-interference basis. These requirements are intended to prevent environmental incidents and maintain schedule commitments of the Navy ships undergoing repair and maintenance at CMSD’s premises;
   2. Each GSC/AIT contractor shall comply with all environmental laws, regulations, policies, and procedures, including those obligations addressing emissions, hazardous materials and waste management, water quality, air quality, and the reporting of releases of hazardous materials and/or waste. In addition, CMSD maintains several environmental permits that may affect how GSC/AIT performs its duties at CMSD premises and what information must be recorded and/or reported to the CMSD Environmental Department;
   3. CMSD will train at least one GSC/AIT representative who will in turn train its employees who may be involved in marine coating, welding, or other emitting or safety-related operations and shall provide to CMSD written certification and documentation of such training prior to performing activities on CMSD’s premises. Such training shall cover requirements set forth in the APCD permits under which the employees will be working, the Port of San Diego Ship Repair Association Marine Coating Operations Training 2010, CMSD Environmental Policies EC-01 and EC-13, CMSD Best Management Practices (“BMPs”), and CMSD fire and negative pressure containment requirements. CMSD shall provide GSC/AIT with training material specific to CMSD requirements. The “Authorization to Apply Marine Coating” form shall be completed if GSC/AIT is performing any marine coating.
   4. GSC/AIT must notify CMSD not less than ten (10) days prior to bringing any hazardous materials onto CMSD System's premises using the Incoming HazMat Tracking form. GSC/AIT is responsible for understanding the hazards of particular materials with which its employees will be working. All containers of hazardous material shall display the name of the contractor and be properly labeled with appropriate hazardous communication, including product name, manufacturer and hazards, and shall ensure that the materials brought onto CMSD’s premises have required SDSs which are available to GSC/AIT’s onsite employees. Hazardous material shall be stored in an appropriate hazardous material storage locker.
   5. GSC/AIT is responsible for all hazardous waste it generates and must provide evidence of a temporary or permanent Environmental Protection Agency (“EPA”) or California Department of Toxic Substance Control (“DTSC”) identification number at CMSD and/or concurrence from the U.S. Government to use the U.S. Government’s EPA identification number. Hazardous wasteshall be stored in appropriately labeled and closed containers at all times. Within forty-five (45) days of completing its work on CMSD premises, GSC/AIT will deliver to CMSD a copy of all waste bills-of-lading as well as hazardous waste manifests, to include disposal facility signature.
   6. All non-hazardous trash shall be disposed of in the correct receptacle. Waste streams that have been identified as recyclable (clean wood, scrap metal, cardboard, etc.) shall be disposed of in the appropriate recycling receptacle. CMSD is a **zero discharge facility** and nothing from CMSD may enter San Diego Bay. GSC/AIT is responsible for ensuring that appropriate measures are implemented to ensure no discharges occur into San Diego Bay or CMSD’s storm water diversion system. Discharges of industrial wastewater to the sanitary sewer system are prohibited.
   7. GSC/AIT is required to report releases and spills of hazardous materials or waste of any size to CMSD Environmental Services immediately. **All spills and environmental emergencies must be reported immediately to (619) 234-8851 ext. 218.**
   8. San Diego Air Pollution Control District requires permits for all devices, equipment, or processes that emit or could emit pollutants unless specifically exempted. CMSD has facility capacity limitations on the nature and extent of emissions from its premises. These limitations restrict the volume and type of activities that are conducted. Significant record keeping and compliance requirements are also required. The following activities, which generate emissions, require monthly usage reports:
      * Fuel usage in internal combustion engines greater than 50 bhp
      * Abrasive Blasting
      * Marine Coating
      * Welding
      * Solvent Use
      * Adhesive Use

GSC/AIT must ensure that monthly records required for the above mentioned processes are submitted to CMSD Environmental Services by the eighth (8th) day of the month following the month of usage on recordkeeping forms provided and approved by CMSD;

* 1. GSC/AITs that will be performing high-risk industrial activities (preservation, coating, blasting, hot work, confined space entry, energy isolation, working at heights, etc.) are required to attend CMSD Safety and Environmental Compliance Orientation prior to starting work. This two-hour orientation provides information on CMSD's EHS policies, procedures, and management with which the GSC/AIT must comply while working at CMSD. This orientation is a "train-the-trainer" class and must be attended by a supervisor or EHS professional that can then train all other GSC/AIT employees working at CMSD’s premises. Training materials will be provided by CMSD. Prior to obtaining access to CMSD’s premises, GSC/AIT shall provide CMSD attendance forms certifying completion of such employee training for each employee who is to perform high-risk industrial activities.
  2. GSC/AIT shall not perform stainless steel, copper-nickel, and chromoly welding or brazing at CMSD.
  3. Prior to performing any coatings disturbance, GSC/AIT will sample and analyze paint for lead (Pb), cadmium (Cd), and chromium (Cr). GSC/AIT shall provide CMSD a courtesy copy of all such paint laboratory analysis. A total metal concentrate at or over the following thresholds shall require controlled abatement in accordance with all applicable laws and regulations by OSHA trained personnel such as the CMSD abatement team;
     + Cadmium – 60 parts per million (ppm)
     + Chromium – 1000 ppm
     + Lead – 600 ppm
  4. Prior to disturbance of lagging, insulation, tile, flooring, cementitious panels, and other material which may contain asbestos, GSC/AIT shall sample and analyze such material prior to disturbance. GSC/AIT shall provide CMSD a courtesy copy of all such laboratory analysis. GSC/AIT shall use licensed asbestos personnel working in compliance with all applicable laws and regulations to remove any asbestos material prior to performing its work.

GSC/AIT shall be solely responsible for the consequences of its failure to perform its obligations under this Agreement and shall defend and indemnify CMSD for all third party claims and liability, including penalties and other costs of non-compliance as set forth in this Agreement. CMSD has the right to reimbursement or setoff of any costs it incurs as a result of facilitating access to GSC/AIT under this Agreement against any amount payable to GSC/AIT under any other agreement. To ensure GSC/AIT has met the necessary requirements for site access, GSC/AIT shall provide to CMSD the aforementioned checklists, forms, and agreements for each availability prior to accessing CMSD’s premises. Upon completion of the items set forth in the applicable checklists, forms, and agreements, GSC/AIT shall return the checklists forms and any supporting documents to CMSD which will acknowledge GSC/AIT’s representation that it has completed all requirements necessary for access to CMSD’s premises.

If GSC/AIT causes, to any extent, the actual or potential release, spill, discharge, or other loss of control of a hazardous substance or hazardous waste (an “Incident”), such that CMSD’s On-Scene Emergency Coordinator is notified to respond through CMSD’s Environmental or Safety policies and procedures, GSC/AIT will pay CMSD the actual response costs incurred by CMSD for each Incident caused by GSC/AIT, which amount shall not be less than two thousand five hundred dollars ($2,500.00). Any lack of notification to CMSD’s On­ Scene Emergency Coordinator shall not relieve GSC/AIT of the responsibility to pay CMSD the actual costs of CMSD’s remediation of an Incident caused by GSC/AIT and shall not impair or waiveCMSD’s indemnification rights as set forth herein.

In consideration of CMSD permitting GSC/AIT (“lndemnitor”) access to CMSD’s premises, or property owned, leased, or controlled by CMSD, including any access to U. S. Navy vessels or other government property located on such premises, lndemnitor agrees to indemnify and hold CMSD and its respective officers, agents, and employees, free and harmless from any and all third party claims for damage, including environmental, loss of any property, injuries, or death to any person(s) or any other loss, caused by, related to, arising from, or in any way connected with lndemnitor's work and/or presence on any CMSD premises. While within CMSD premises, the foregoing indemnity shall be made without regard to the legal fault, negligence, and/or wrongful act of CMSD.

As a separate and distinct duty and obligation under this Agreement, lndemnitor specifically represents that it has insurance coverage with the following requirements:

1. Comprehensive general liability, broad form property damage and personal injury insurance with coverage to include premises operations, products liability, completed operations hazard, contractual liability (specifically insuring the liability assumed under this Agreement) and independent contractors. Combined bodily injury and property damage insurance shall have minimum limits of liability of $2,000,000 per occurrence and $5,000,000 in the aggregate.
2. Comprehensive automobile liability insurance with coverage to include owned, hired and non-owned vehicles. Combined bodily injury and property damage coverage shall have a minimum liability limitation of $2,000,000 per occurrence.
3. If applicable, ship repairer's legal liability insurance with a minimum liability limitation of $2,000,000 per occurrence.
4. California Worker's Compensation and Longshore and Harbor Workers' Compensation Act insurance with limits of liability conforming to the statutory requirements of the State of California and the United States of America, respectively, and if applicable, Jones Act coverage with minimum limits of liability of $2,000,000 per occurrence and $2,000,000 in the aggregate.
5. CMSD shall be named as the certificate holder as follows:

Continental Maritime of San Diego

1995 Bay Front Street

San Diego, CA 92113

Agreement to cover its indemnity herein and will provide proof of said insurance prior to access to any CMSD facility or premises. Regardless of the acceptance or denial of any claim by lndemnitor's insurer, lndemnitor agrees to defend any and all actions, suits, or proceedings brought against CMSD covered by this Agreement and to pay on behalf of CMSD the amount of any costs, fees, fines, remediation, and expenses in connection with such defense and any judgment, fine, clean-up order, or other penalty that may be entered against CMSD in any such action, suit, or proceeding. Indemnitor agrees to add CMSD as an additionally insured under all liability, property, and workers’ compensation insurance policies and to waive subrogation in favor of CMSD with respect to any workers compensation insurance policy. GSC/AIT shall provide CMSD with proof of CMSD being named an additional insured prior to GSC/AIT obtaining access to CMSD’s premises. GSC/AIT shall provide CMSD proof of renewal of any such insurance policy within ten (10) days of the expiration date of such policy.

If any part of this Agreement is declared legally unenforceable, the entire Agreement shall not be rendered unenforceable and the court or arbitrator making such determination shall have the power to limit its scope. Further, the Agreement shall be enforceable in its reduced form and be binding upon the parties hereto.

This Agreement and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, and representations are merged herein. Any amendments or modifications of this Agreement shall be in writing and executed by the parties. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws provisions.

**This Agreement has been executed by a duly authorized officer or employee as of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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GSC/AIT Company Name Date

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Print Name Signature

**Agreed By:**

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CMSD Date

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Print Name Signature