

SECTION 1

GENERAL CONDITIONS

1.1 DEFINITIONS:

- (a) The words "Project Engineer" and "Ingalls Shipbuilding" as used herein shall have the same meaning. The Project Engineer will act to procure required authorizations in cases where his responsibilities are limited.
- (b) "Contractor" means the person or firm entering into a contract to perform work for Ingalls Shipbuilding of which this Instrument is a part.
- (c) "Contract" means the contract in which these specifications are incorporated by reference.
- (d) "Subcontractor" means any entity with whom Contractor makes any agreement, formal or informal, for the performances of any of the obligations, or any portion of the obligations, agreed upon in the Construction Contract.
- (e) "Owner": Huntington Ingalls Incorporated, acting through its Ingalls Shipbuilding division (Herein referred to as "Ingalls Shipbuilding").
- (f) The word "provide" and the term "provision of" as used herein shall mean the furnishing, fabrication, and the Installation of the work on item in question.

1.2 AUTHORITY OF THE PROJECT ENGINEER:

The Contractor shall be responsible for supervision of all work, which shall be performed in accordance with the Plans and Specifications as interpreted by Ingalls Shipbuilding's Project Engineer (hereinafter Engineer). The Engineer shall decide any and all questions which arise concerning the quality and acceptability of material furnished and work performed, the rate of progress of the work, interpretation of the Plans and Specifications, and the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer will determine the amount, quantity, character, classification, and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract and his decision and estimate shall be conclusive and binding on the Contractor and such decision and estimate of the Engineer, in case any questions arise, shall be a condition precedent to the right of the Contractor to receive any money due him under the contract. Explanations concerning the meaning of the Plans and Specifications will be given by the Engineer where necessary, and his findings shall be final and binding on the Contractor.

1.3 SCHEDULE OF CONSTRUCTION:

The Contractor, upon receipt of the contract, shall present to the Engineer, a schedule of construction before commencing any work.

1.4 SCOPE OF WORK:

Contract agrees to furnish all materials, tools and equipment and to perform all labor, services and supervision, unless hereinafter specifically excepted, necessary and proper to the completion of the work as described in the Construction Contract.

1.5 SPECIFICATIONS AND DRAWINGS:

- (a) Conflicts, Omissions, Misdescriptions, Misinformation. The Contractor shall provide and maintain on the job site a record set of construction drawings and specifications and Ingalls Shipbuilding shall at all times have access thereto. Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of difference between the drawings and specifications, the specifications shall govern.
- (b) Checking of Drawing and Dimensions. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify Ingalls Shipbuilding of any discrepancies and confirm said notifications in writing. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings.
- (c) Deviations. Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from Ingalls Shipbuilding Procurement Department.
- (d) Interpretations. All questions regarding the figures, drawings, plans and specifications and the interpretation thereof shall be resolved by Project Engineer.
- (e) Special Drawings. When required by the specifications or Ingalls Shipbuilding, the Contractor shall furnish special or detailed drawings in amplification of the drawings referred to in this contract or in furtherance of the specifications before proceeding with the work, such drawings shall be subject to the approval of Ingalls Shipbuilding. When a drawing has been approved, the Contractor shall furnish Ingalls Shipbuilding with three prints or a reproducible transparency.
- (f) Mechanical Equipment and Equipment Drawings.
 1. All proposals shall be accompanied by a detail description and manufacturer's specifications of the equipment to be furnished.

2. The Contractor shall furnish and install equipment as required in the plans. The installation of such equipment shall be in strict accordance with the respective manufacturer's instructions or his representative's directions or both. It shall be the responsibility of the Contractor to obtain from the manufacturer any drawings, templates, inserts, etc., needed during construction prior to the delivery of the equipment.
3. Contractor shall present to the Engineer, within five (5) days after Contractor's receipt of the equipment, all technical manuals relating to the equipment. The manuals presented should be:

Operating Manual
Repair Manual
Preventive Maintenance Manual

(g) Shop Drawings (When Required).

1. After checking and verifying all field measurements, the Contractor will submit to the Engineering for approval five (5) copies of all Shop Drawings, which shall have been checked and approved by the Contractor, in accordance with an accepted schedule of Shop Drawings submissions. The data shown on the Shop Drawings will be complete with respect to dimensions, locations, design criteria, materials of construction, and the like to enable the Engineer to review the information as required.
2. At the time of each submission, the Contractor will in writing call the Engineer's attention to any deviations that the Shop Drawings may have from the requirements of the Contract Document.
3. No work requiring a shop drawing submission shall be commenced until the drawing has been approved by the Engineer.
4. The Engineer will check and approve the Shop Drawings with reasonable promptness, but his checking and approval shall be only for conformance with the design concept of the Project, and for compliance with the information given in the Contract Documents. The Contractor will make any corrections required by the Engineer and return the required number of corrected copies of Shop Drawings. The approval of a separate item as such will not indicate approval of the assembly in which the item functions.
5. The Engineer's approval of Shop Drawings shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall it relieve the Contractor from errors or omissions in the Shop Drawings.
6. Compensation for furnishing all shop Drawings shall be included in the Contract price for the work and such drawings shall be furnished by the Contractor without additional compensation.

(h) Conformity with Plans and Allowable Deviations. Finished work in all cases shall conform with lines, grades, sections, details and dimensions of the work contemplated as shown on the approved plans except as modified by written orders. Any deviation from the approved plans and working drawings, that may be required by the exigencies of the construction, will be determined by Ingalls

Shipbuilding and authorized in writing by Ingalls Shipbuilding Procurement Department.

(i) Coordination of Plans and Specifications.

1. The Contract, Specifications and the Plans and all supplementary documents or agreements are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions.
2. The Contractor shall take no advantage of any error or omission of dimensions in the plans, or of any discrepancy between its Plans and Specifications, and where such error or omissions are discovered, the Contractor shall immediately notify the Engineer and cease all further work on the item or items affected until directed to resume by the Engineer. The Engineer will make such corrections and supply such omitted data as may, in his opinion, be necessary and his interpretation shall be final.

1.6 COOPERATION OF THE CONTRACTOR:

- (a) The Contractor will be supplied with sufficient copies of the Plans Specifications. The Contractor shall have available on the work at all time, one (1) copy of each of said Plans and Specifications; he shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer, Inspectors and other contractors in every way possible.
- (b) The Contractor shall at all times have a competent superintendent on the work, capable of reading and thoroughly understanding the Plans and Specifications, as his agent on the work, with full authority to execute the work without delay and to supply promptly such materials, tools, plant equipment, and labor as may be required. Such superintendent shall be furnished irrespective of the amount of work sub-let and shall have full authority over all subcontract work.
- (c) The Contractor shall schedule and conduct his work and dispose of his material so as to avoid causing unnecessary inconvenience and delay to other contractors engaged on adjacent work and so as to join his work to that of other contractors in a proper manner, and in accordance with the intent of the Plans and Specifications, and so as to perform his work in the proper sequence in relation to that of other adjacent work.
- (d) Interference with Ingalls Shipbuilding yard operations must be kept to a minimum. Yard railroads and roadways must be kept open and passable at all times. Blocking of these railroads and roadways by the Contractor's equipment will not be allowed.

- (e) Should there be times during the construction operations that it becomes necessary to close sections of the yard and roadways, the Contractor shall notify Ingalls Shipbuilding in advance. Ingalls Shipbuilding and the Contractor will then come to a mutual agreement as to the times and duration that the facilities can be closed.

1.7 WORK AND STORAGE AREAS:

- (a) Ingalls Shipbuilding will furnish to the contractor the area required for the construction. Areas available within Ingalls Shipbuilding's yard to store new materials will be designated.
- (b) Use of the yard roads and railroads by the Contractor will be very limited and will be denied completely during shift changes.
- (c) The Contractor must confine his operations to the designated working area at all times. Should the work dictate that equipment be operated outside this area, it must be done with the knowledge and express permission Ingalls Shipbuilding.

1.8 INTERRUPTION OF YARD UTILITY SYSTEMS:

No valves, switches, or other controls on any of the existing shipyard utility system or electrical distribution system shall be operated for any purpose by the Contractor without prior approval by Ingalls Shipbuilding.

1.9 UTILITIES AND STRUCTURES:

- (a) The Plans show structures, certain features of the topography, and certain underground utilities, but they do not purport to show in complete detail all features, lines or obstructions. Such topograph and notes on the Plans were inserted from records available and are for the Contractor's convenience only, and shall not be used as a basic for claims of extra compensation. Whenever necessary to determine the location of existing structures, pipes, valves, conduits, or underground structures, the Contractor shall examine all available records and shall make all explorations and excavations necessary for such purposes, subject to the written consent of the Owner.
- (b) Where interruption of yard utility systems is a necessary part of the Contract Work, Contractor shall plan such interruptions for weekend periods and shall include required overtime costs for such operations in his bid proposal. Such work shall be coordinated with the Project Engineer.

1.10 PROCEDURES AND METHODS:

The Contractor is charged with the responsibility of directing the actual procedures and detailed methods of construction to be used by the Contractor in accomplishing the work contained in the Contract between Ingalls Shipbuilding and the Contractor. The Engineer is not responsible to act as superintendent, foreman, or safety engineer for the Contractor, nor for the safety of the Contractor's personnel.

1.11 GOVERNMENT REQUIREMENTS:

- (a) Codes, Orders, and Rules. All materials, workmanship, and construction methods shall comply with all codes, ordinances, and orders of governing bodies having jurisdiction, and those called for on Ingalls Shipbuilding drawings, plans and specifications. In case of conflict between such codes and Ingalls Shipbuilding drawings or specifications, the Contractor shall notify Ingalls Shipbuilding immediately and verify same in writing. Ingalls Shipbuilding's decision shall control manner of proceeding in the event of such conflict.
- (b) Rules and Regulations. Contractor shall perform all work in accordance with the current editions, including latest revisions and amendments thereto, of the following documents which are incorporated herein by reference and shall have the same force and effect as if these documents had been fully set forth herein:
1. Southern Standard Building Code.
 2. Rules of National Board of Fire Underwriters.
 3. Applicable State Safety Regulations.
 4. Regulations of the State Fire Marshal.
 5. Occupational Safety and Health Act.
 6. Southern Standard Plumbing code.
 7. Southern Standard Gas Code.

1.12 PURCHASING:

- (a) Subcontracts. Contractor will not utilize the services of any subcontractor without Ingalls Shipbuilding's consent. A list of all entities with whom Contractor intends to make subcontracts as to any portions of the work will be submitted with Contractor's proposal. In the event Contractor subsequently desires to enter into a subcontract with any entity not on the aforesaid list, Contractor will notify Ingalls Shipbuilding to such effect at any time not later than ten (10) days after the latest applicable one of the following events:

1. The date this contract is fully executed;
2. The date the aforesaid list is submitted; or
3. The date on which any notification of intent is received.

Ingalls Shipbuilding may notify Contractor of Ingalls Shipbuilding's disapproval of any subcontractor, and Contractor will thereupon refrain from subcontracting of the work to such disapproved subcontractor. Ingalls Shipbuilding will have the right to inspect the shops and facilities of any subcontractor or potential subcontractor. Contractor's agreements with any potential subcontractors will make all necessary provisions for Ingalls Shipbuilding's exercise of its rights under this Paragraph 1.12(3).

- (b) Substitution of Materials. Contractor may submit recommendations for alternate materials or equipment to substitute for brands, or make, specified on Plans and Specifications. Ingalls Shipbuilding reserves the right to accept or reject any substitutions. In the event the applicable Plans or Specifications provide for any item "or equal", or other undefined equivalence, no item will be deemed equivalent or equal unless previously approved as such by Ingalls Shipbuilding in writing.

1.13 WORKMANSHIP:

- (a) In all cases, extreme care shall be exercised in cutting operations, on both existing and new material. Such operations shall be performed under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- (b) All replacing, patching and repairing of all materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced will, upon completion of the work, match the surrounding similar surfaces.
- (c) Where not more specifically described in any of the various sections of the Specifications, workmanship shall conform to journeyman standards of the trade or trades involved; and shall include all items of fabrications, construction and/or installation regularly furnished or required for completion (including any finish required for successful operation as intended).
- (d) All work shall be executed by mechanics skilled in their respective lines of work; no apprentices or helpers will be permitted to perform the work of journeymen or master mechanics.
- (e) All work when completed shall present a neat workmanlike appearance.
- (f) Work to be done in Clean Rooms or Dust-Free areas require special considerations. Such requirements are to be in accordance with specific instructions and specifications for working within that area.
- (g) Contractor shall make or cause to be made all necessary field and shop tests and inspections of materials and workmanship in accordance with requirements of federal, state and local laws and the specifications herein. Any waiver of inspection must be made in writing by Ingalls Shipbuilding. Report of tests and inspections shall be submitted to Ingalls Shipbuilding in duplicate.

1.14 PROTECTIVE MEASURES:

The Contractor shall protect the materials and work from deterioration and damage during construction and shall store and secure inflammable materials from fire, remove oily rags, waste, and refuse from the building each night.

The Contractor shall provide and maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals, warning signals, and other devices necessary to provide for safety and traffic. All driveways, walks, and other means of access to or within the job site or any operating area therein shall be kept clear at all times. Protective devices shall be installed in and/or around the construction area as specified by the Engineer.

1.15 SAFETY MEASURES:

- (a) Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction", issued by the Associated

General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under this contract.

- (b) Barricades and Warning Signs. The Contractor shall provide, erect, paint, and maintain all barricades necessary to protect the traffic, Ingalls Shipbuilding's personnel and the public. Warning signs shall be placed where the Contractor is working. At night, sufficient red lights, torches, reflectors or other approved danger signals shall be provided where there is any danger to Ingalls Shipbuilding personnel or the public. All barricades and warning signs shall meet the approval of the proper authority having jurisdiction in the area in which the work is performed.
- (c) Property Control. All existing machinery, equipment, utilities, structures, or property of any description, whether private or public, shall be protected at all times unless their removal is authorized. Any property damage shall be satisfactorily repaired by the contractor and at the expense of the Contractor.

1.16 TEMPORARY BUILDINGS:

Unless otherwise stipulated, the Contractor shall erect at his own expense, and remove as required, such temporary storage sheds and offices as are necessary for the work. Such structures shall be subject to the approval of Ingalls Shipbuilding.

1.17 FINAL CLEANING UP:

- (a) Upon completion and before work will be finally accepted and final payment made, the Contractor shall clean and remove from the work and adjacent property and all areas occupied by him in connection with the work; all useless, surplus, excavated or discard materials; and all loose material, falsework, temporary structures, machinery and equipment.

The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the execution of the work, and shall leave the work and sites of structures in a neat, presentable condition throughout the project. Deposition of any material on abutting property with or without consent of the property owner will not be considered satisfactory method of disposal.

- (b) The Contractor shall perform the "cleaning up" work, after the paint work has been completed and just prior to the final acceptance of the work as a whole; soaps and cleaners shall be of a type which will not be injurious to the surfaces of which they are used. The use of acids is prohibited except as set forth in the specification and/or as approved.

1.18 ACCEPTANCE:

Final acceptance of the work will not be made by Ingalls Shipbuilding until all work is completed in accordance with applicable drawings and specifications. Partial occupancy or preliminary use of portions of the work does not constitute acceptance.

1.19 NOTICES AND MODIFICATIONS:

No notice, order, direction, determination, requirements, consent, approval or ratifications given under this Agreement shall be of any effect unless confirmed in writing, by Ingalls Shipbuilding Procurement Department.

1.20 SECURITY PROVISIONS:

Each of the Contractor's and/or his subcontractor's employees shall complete a security form or forms furnished to him by Ingalls Shipbuilding. When the completed security forms have been approved by Ingalls Shipbuilding, a badge will be issued to the employee, and this badge shall be worn on the employee's outer garment at all times and be readily visible to Ingalls Shipbuilding Security Guards. Failure to have a readily visible badge may be cause for Security Department removal of employees from Ingalls Shipbuilding's premises, and the Contractor and/or subcontractors shall hold Ingalls Shipbuilding harmless for any lost time claims under Ingalls Shipbuilding Security Regulations.

1.21 EXAMINATION OF SITE:

Contractor acknowledges that he has carefully examined the location of the proposed work and is familiar with all the physical and climatic conditions and that such examination has included an inspection of the site of the proposed work and the availability of utilities, such as sewers, water, steam, gas, and electricity, and has examined the specifications in detail and the drawings attached thereto, and that Contractor's proposal was made in accordance therewith.

1.22 INGALLS SHIPBUILDING PROPRIETARY INFORMATION:

(a) Proprietary Information for purposes of this contract, means all knowledge no matter how communicated or stored Owner furnishes to Contractor, including, but not limited to, any item identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking, or stamp identifying the data as Owner's Proprietary Information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14. If a separate proprietary information agreement exists between the Parties, which relates to the subject matter of this contract, then Proprietary Information furnished by one Party to the other Party shall be protected pursuant to such proprietary information agreement.

(b) Contractor will treat all Proprietary Information transferred in connection with this contract; all copies of Proprietary Information; and all improvements, modifications, and derivations of Proprietary Information as Owner's property regardless of the medium on which such Proprietary Information is stored or communicated.

(c) Contractor may disclose Proprietary Information to its subcontractors as required for the performance of this contract, provided each such subcontractor first assumes by written agreement the same obligations imposed on Contractor under this Contract relating to Owner's Proprietary Information.

(d) If a separate proprietary information or information exchange and non-disclosure agreement relating to the subject matter of this Contract exists between the Parties, all data, knowledge and information furnished by one Party to the other Party shall be protected pursuant to such proprietary information or information exchange and non-disclosure agreement.

(e) If no separate proprietary information or information exchange and non-disclosure agreement exists between the Parties, Contractor will keep Owner's Proprietary Information confidential and not disclose Owner's Proprietary Information to any other person without first obtaining Owner's written authorization, except as provided herein. Contractor will use Owner's Proprietary Information only for purposes necessary for performing this contract and will return Proprietary Information to Owner

upon completion of the work to be performed under this contract unless Owner expressly agrees to the contrary in writing.

(f) If no separate proprietary information or information exchange and non-disclosure agreement exists between the Parties, no information furnished to Owner (whether documentary, oral, visual or otherwise) shall be considered confidential or proprietary or require any particular handling or precaution or have any restriction on Owner's right to use, modify, reproduce, perform, display, release, or disclose such information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(g) No publicity releases may be made by the Contractor regarding the construction, the intended use of installation, or disclose the name of the owner without the prior written approval of Ingalls Shipbuilding.

1.23 SUBJECT HEADINGS:

The subject headings appearing in these Specifications are provided for convenience only and they shall not be construed to be a part thereof for purposes of interpretation.

1.24 STARTING, TESTING, AND INSTRUCTION:

Contractor shall furnish a competent engineer to start and test the installation, and to supervise and instruct the Owner's operator in operation and maintenance of the system, during the initial one(1) week operating period.

At completion of the work, Contractor shall furnish six (6) copies of written operating instructions, and manufacturer's descriptive bulletins, operating and maintenance manuals and parts lists on all equipment installed, each set assembled in a suitable loose-leaf binder.

1.25 AS-BUILT DRAWINGS:

Upon completion of the project, the Contractor will furnish a complete set of the drawings which formed a part of the contract. This will include all revisions, sketches, etc., which may have been required during the construction. The contractor shall mark these drawings in red pencil, to indicate exact, as-installed conditions. The as-installed conditions shall reflect any changes in location or routing which did not follow that shown on the contract drawings. The Contractor shall indicate on these drawings the manufacturer, type, model number, capacity, characteristics, etc., for main items or equipment. Should the ultimate capacity of an installed item of equipment be greater than that specified, the ultimate capacity shall be indicated.

1.26 CONTRACTOR'S VEHICLES:

All Contractor vehicles entering the yard for the transportation of personnel or carrying job related material, tools and equipment shall be owned or leased by the Contractor and shall have a sign affixed with his name and address. All vehicles are subject to search upon leaving the yard.

1.27 REMOVAL OF CONTRACTOR ITEMS:

It is the Contractor's responsibility to provide secure storage within the yard for tools, equipment, Contractor furnished material and Company furnished material that has been accepted by the Contractor. No material, tools, or equipment will be allowed to leave the yard in Contractor vehicles unless escorted by a Company Representative with an authorized property pass. To avoid delays of Contractor and Company personnel, no material should be brought into the yard that cannot be stored or used the same day. Vehicles should not be used for storage. Material and

equipment exit trips should normally be limited to move-out at the conclusion of the Contract.

1.28 HOUSEKEEPING:

During the construction period, the material to be used in the work shall be kept in an orderly manner, neatly stacked and/or piled. Periodically, or at the discretion of the Engineer, the site and building shall be cleared by the Contractor of all scrap or surplus materials, rubbish, and debris of all descriptions. Upon completion of the work of any trade, all surplus materials and scrap resulting therefrom shall be removed by the Contractor from the job site.

1.29 LAYOUT OF WORK:

All dimensions shall be laid out from existing structures. Contractor shall lay out all work from such structures and shall be responsible for the accuracy of all lines, grades or elevations established by workmen under his jurisdiction.

1.30 GUARANTEES:

Contractor shall guarantee all equipment furnished under his Contract for a 12 month period (except where other guarantee periods are specified) from the date such equipment is placed in operation against defects in materials, design, performance and workmanship. Guarantees shall be supported by Manufacturer's written warranties and signed by an official of the manufacturer's organization.

1.31 INSPECTIONS AND TESTS:

- (a) Contractor shall give the Engineer sufficient notification of when work is ready for inspection and tests. Tests shall be performed as required in the Technical Sections. All work rejected by the Engineer as the result of inspections or tests shall be replaced or repaired by the Contractor at no additional cost to the Owner.
- (b) Contractor shall make or cause to be made all necessary field and shop tests and inspections, of materials and workmanship, in accordance with requirements of federal, state and local laws and the specification herein. Any waiver of inspection must be made in writing by Ingalls Shipbuilding. Report of tests and inspections shall be submitted to Ingalls Shipbuilding in duplicate.

1.32 COMPLIANCE WITH OSHA HAZARD COMMUNICATION STANDARD:

The Contractor agrees that it will comply with the applicable provisions of the Hazard Communication Standard, 29 C.F.R §1910.1200, promulgated by the Occupational Safety and Health Administration in accordance with the Occupational Safety and Health Act, 29 U.S.C.A §651, et. Seq. Specifically, the Contractor agrees to provide to Ingalls Shipbuilding, Material Safety Data Sheets (MSDS's) for all contract products that are hazardous or potentially hazardous chemicals as defined by the Hazard Communication Standard. Further, the Contractor agrees that it will label containers of all affected contract products in accordance with the labeling requirements of the Hazard Communication Standard.

The Contractor further agrees that in the event that the Contractor or any of its employees enters upon the premises of Ingalls Shipbuilding to perform work or render services utilizing, or entailing exposure to, hazardous chemicals furnished by the Contractor, the Contractor shall provide Ingalls Shipbuilding with Material Safety Data Sheets (MSDS's) for all such hazardous chemicals. Ingalls Shipbuilding will inform the Contractor with employees working at Ingalls Shipbuilding premises of the Ingalls Shipbuilding hazardous chemicals the Contractor's employees may be



exposed while performing their work, and Ingalls Shipbuilding will suggest appropriate protective measures for the Contractor's employees.