

# LYDIA ANN CHANNEL

## F L E E T



**M/V Shaw Elizabeth**

**Friday, April 5, 2024**

**Hull Diminution Survey  
Inspected by**



**Inspection performed at Diversified Marine in Bourg, LA**



Certificate Number **23-5824203-A**  
Effective Date **01-MAY-2023**  
Expiry Date **30-APR-2026**  
ABS Port Office **Houma, LA**  
Company's Website **www.beaconndt.com**

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## CERTIFICATE OF Recognized Service Supplier

This is to certify that

**BEACON NDT SERVICES, LLC**

located at

**6308 West Park Ave, Houma, LA, 70363**

having been audited by ABS and having given a satisfactory practical demonstration of the service listed below, is recognized by ABS as a Service Supplier to provide services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys.

### **Hull Gauging**

**Attached Certificate Appendix provides specific scope of approval, authorized personnel, manufacturer authorizations, and subcontractors.**

It is the responsibility of the Service Supplier to employ, train and qualify persons in the service provided. If the service requires approval from manufacturers, the Service Supplier is responsible to maintain contact with the manufacturer and maintain any service manuals up to date. Where required by the category of service, the Service Supplier shall provide valid evidence that it is authorized or licensed by the equipment manufacturer to service the makes and models of equipment for which approval is sought. If approval from the manufacturer is not attained, a surveyor must be present at time of survey to continue work. Alternatively, current written instructions from the flag state are to be obtained to continue work without the surveyor present. Service Suppliers must present photo identification, evidence of qualification and authorizations from manufacturers, as applicable, at the time of service.

The ABS office issuing this certificate is to be kept updated with changes to the management of the company, employees, equipment and models on the authorization list and any changes made.



John Keefe, Surveyor



## TERMS AND CONDITIONS

The issuance and interpretation of this Certificate of Service Recognition (hereinafter referred to as "certificate") is subject to the following terms and conditions.

### 1. REPRESENTATIONS AS TO SERVICE RECOGNITION

The Certificate is a representation only that the specified Company has been audited by ABS and has given a satisfactory practical demonstration of the listed services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys and is issued solely for the use of ABS and its committees. The validity, applicability and interpretation of this certificate are governed by the Rules, Guides, or standards of ABS who shall remain the sole judge thereof.

### 2. RESPONSIBILITY AND LIABILITY

The Company is not a subcontractor of ABS and is not an agent of ABS for any purpose. The Company remains solely responsible for its equipment, the qualifications and competency of its personnel, the supervision of its personnel, and the safety of its personnel while performing its services. Nothing contained in this certificate or any letter or report issued in contemplation of this certificate shall be deemed to relieve Company or any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto, any right, remedy or claim hereunder; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

### 3. LIMITATION

ABS makes no representations beyond those contained herein regarding its reports, letters, audits, certificates or other services.

### 4. HOLD HARMLESS

The party to whom this certificate is issued, and his assignee and successor in interest, agree to indemnify and hold harmless ABS from and against any and all claims, demands, lawsuits, or actions for damages, including legal fees, to persons and property, tangible, intangible, or otherwise which may be brought against ABS incidental to, arising out of or in connection with the work done, services performed or material to be furnished under this certificate, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors.

Company shall defend, indemnify, and hold harmless ABS and its affiliates from and against any and all third party claims and

liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the service(s) offered by Company for which Company has sought recognition from ABS, infringes, violates, or misappropriates a valid third party patent, copyright, or other proprietary right, provided that Company is promptly notified in writing of such claim, and ABS has not reached any compromise or settlement in such action or made any admissions in respect of the same.

### 5. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of or relating to this certificate shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Company, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or difference under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief, other than punitive damages which they, or a 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 made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Company hereby mutually waive any and all claims to punitive damages in any forum. Company shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS' work in connection with this certificate and shall afford ABS an opportunity, at ABS' sole option, to participate in the arbitration.

### 6. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Company expressly agrees for itself and its affiliated companies that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within thirty (30) days after Company or its affiliates had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or

demands of whatever nature are commenced within one year of the date of such notice to ABS.

### 7. LIMITATION OF LIABILITY

The combined liability of American Bureau of Shipping, its officers, employees, agents or subcontractors for any loss, claim, or damage arising from negligent performance or non-performance of any services under this Agreement, or from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, to any person, corporation, partnership, business entity, sovereign, country or nation, shall be limited to the greater of a) \$100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient. The limitation of liability may be increased up to an amount twenty- five times that sum paid for services upon receipt of Company's written request at or before the time of performance of service and upon payment by Company of an additional fee of \$10 for every \$1,000.00 increase in the limitation.

### 8. ETHICS AND COMPLIANCE

Falsification of this certificate, including any alterations by an entity other than ABS, may result in actions against the culpable entity up to and including legal proceedings for the misrepresentation of this document. Measures may include but are not limited to the immediate and indefinite suspension of the certificate in question, delisting of the entity from ABS online certification database, and immediate restriction of use of the authorized ABS service logos. Upon investigation by ABS, ABS reserves the right to permanently disqualify the implicated entity or its Principals from holding any service certifications from ABS.

This certificate is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.



## APPENDIX TO ABS SERVICE SUPPLIER CERTIFICATION NO. 23-5824203-A

### **Scope of Approval, Limitations or Restrictions**

The service recognition is for thickness measurement of hull structure on non-ESP/ESDC vessels.

### **Authorized Personnel**

Shaun Meissner/ Sonny Marcel/ Josh Solar/ Nigel Terracina/ Brenan Schuldert/ Blayne White

### **Quality Manager**

Julian Murphy

### **Authorization(s) from Equipment Manufacturers and Flag Administrations\***

N/A

### **Subcontractor and Scope of Subcontracting Work**

N/A

**NOTE:** This certificate evidence compliance with one or more of the Rules, Guides, standards or other criteria of the American Bureau of Shipping and is issued solely for the use of the Bureau. This certificate is a representation only that the Company has been assessed in accordance with ABS procedures and found capable of providing the listed service as limited by the associated recognition letter. This certificate is governed by the Terms and Conditions on the above page hereof and by the Rules, Guides or Standards of the American Bureau of Shipping, who shall remain the sole judge thereof.

\* For statutory related activities, unless specially directed by the Administration, this approval is not to be construed as a substitute or a Flag Administration's approval for the purpose of SOLAS (2020 Consolidated Edition), as amended.



ULTRASONIC THICKNESS  
INSPECTION  
of the  
**Lydia Aynn Channel Marine**  
**M/V Shaw Elizabeth**

On April 5th, 2024, Beacon NDT Services, LLC. personnel conducted an ultrasonic thickness inspection of the M/V Shaw Elizabeth while in dry dock at Diversified Marine in Bourg, LA. This inspection consists of gaugings taken on the side shell, bottom plating, cooler panels, head log, and transom. This inspection was conducted under the direction of Rob Boudreaux with Diversified Marine and in compliance with Beacon NDT Services Standard Operating Procedure UT03 Revision 2.0.

All thickness readings are presented in thousandths of an inch. Questions concerning this inspection should be directed to the undersigned.

Best Regards,

**Beacon NDT Services, LLC.**

Shaun Meissner  
General Manager



6308 West Park Ave  
Houma, LA 70364  
985-303-1456

Report Information	
Report #	24-3043-1
Date of Inspection	April 5, 2024
Location of Inspection	Diversified Marine in Bourg, LA
Inspection Personnel	Sonny Marcel
Specification Followed	UT03
Section	
Revision	2.0
Vessel Owner (Company)	Lydia Ann Channel Marine
Company Number	(316) 729-1505
Contact Person	Rob Boudreaux (Diversified)
Contact Number	(985) 688-6500

Vessel Information	
Vessel Name	M/V Shaw Elizabeth
Vessel Type	Twin Screw Towing Vessel
Dimensions:	Length 62.0' Breadth 26.0' Depth 7.6'
Ships Registry	
MMSI Number	
Official Number	629989
Call Sign	WDI3973
Hull Number	
Gross Tonnage	94 GRT
Net Tonnage	64 NRT
Classification Society	
Year Built	1980
Place Built	Bourg, LA

Inspection Equipment Information	
Unit Manufacturer	Danatronics
Model #	UHC-09
Serial #	5064759
Dated Calibrated	11/8/2023
Calibration Due	5/8/2024
Probe Frequency (Mhz)	5 Mhz
Probe Mfg.	Olympus
Part #	DK-537EE
Type	Thrucoat
Calibration Block Material	A1018 Steel
Serial #	120707
Calibration Thickness	4 Step .250 - 1.000
Couplant	EchoMix ( Part# EM-s )
Method	UT Thickness

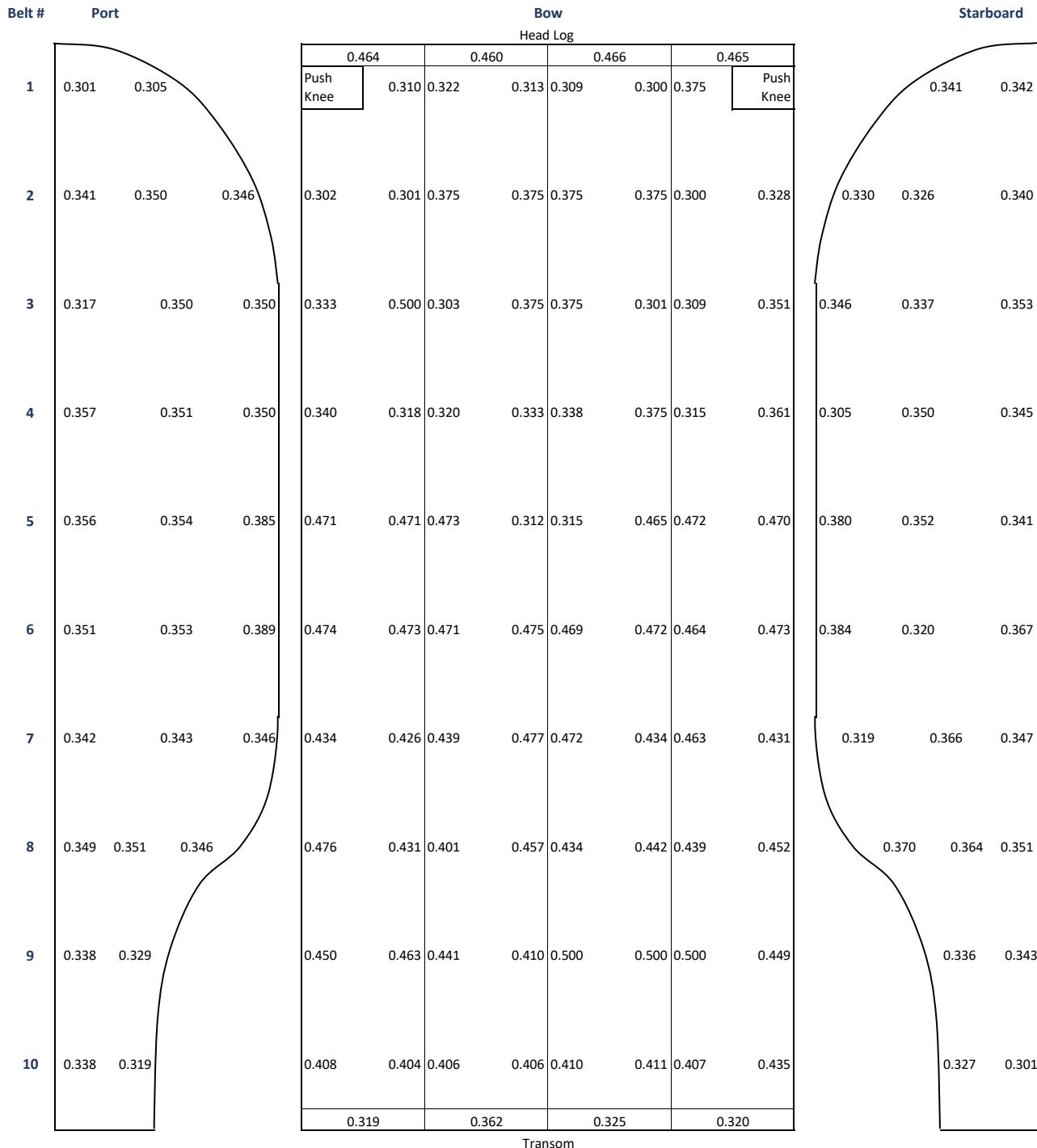
Technician Information	
Name of Inspector	Sonny Marcel
Qualification of Inspector	ASNT Level II
Level II Certificate #	2405-B
Methods Certified	MT, PT, VT, UTT
Certified Date	August 5, 2019
Re-Cert Due Date	August 5, 2024
Eye Certification Date	June 29, 2023
Eye Re-Cert Date	June 29, 2024
Certified By Level III	Gilbert Torres, Jr
Level III Certificate #	170865
Methods Certified	MT, PT, VT, UT
Certified Date	12/23
Re-Cert Due Date	1/29



Customer: Lydia Ann Channel Marine  
Vessel Name: M/V Shaw Elizabeth  
Official Number: 629989  
Date: April 5, 2024

Length: 62.0'  
Breadth: 26.0'  
Depth: 7.6'

Report #: 24-3043-1  
Inspector(s): Sonny Marcel





### Calibration Sheet

6803 West Park Ave. Houma, LA 70364

Office Phone: (985) 303-1456

#### Measuring Equipment

	Description	Serial Number	Cal. Date	Cal. Due Date
x	Danatronics UT Thickness Gage	5064759	11/8/2023	5/8/2024
	Aluminum 4 Step Block	3E/AL/0.25"-1.0"/1103	11/8/2023	5/8/2024
x	A1018 Steel 4 Step Block	120707	11/8/2023	5/8/2024
	304 Stainless Steel 4 Step Block	150115-35	11/8/2023	5/8/2024
	Dakota Ultrasonics UT Thickness Gage	BNS-63853	1/8/2024	7/8/2024
	5 Step Steel Reference Standard	BNS-F05232	1/8/2024	7/8/2024
	Danatronics UT Thickness Gage	5064756	2/26/2024	8/26/2024
	Aluminum 4 Step Block	1104	10/5/2023	4/5/2024
	A1018 Steel 4 Step Block	141024-60	10/5/2023	4/5/2024
	Stainless Steel 4 Step Block	150115-44	10/5/2023	4/5/2024
	Danatronics UT Thickness Gauge	5070214	10/5/2023	4/5/2024
	Danatronics UT Thickness Gauge	5070673	1/8/2024	7/8/2024
	Danatronics UT Thickness Gauge	5070672	1/8/2024	7/8/2024
	Aluminum 4 Step Block	20256	1/8/2024	7/8/2024
	A1018 Steel 4 Step Block	21145	1/8/2024	7/8/2024
	304 Stainless Steel 4 Step Block	20826	1/8/2024	7/8/2024
	Danatronics UT Thickness Gauge	5070334	3/13/2024	9/13/2024

#### Magnetic Particles

Description	Batch Number	Concentration
		ml per 100 ml TUBE

#### Liquid Penetrant

Cleaner Batch #	Penetrant Batch #	Developer Batch #

#### Light Intensity

White Light:	fc	UV Light:	Uw/cm <sup>2</sup>
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#### Inspector Information

Inspector Name:	Sonny Marcel	Date:	April 5, 2024
Certification Date:	August 5, 2019	Recertification Date:	August 5, 2024
Eye Exam Date:	June 29, 2023	Eye Exam Due Date:	June 29, 2024



*This certificate is to certify that*

Shaun Meissner

Of Beacon NDT Services

Has satisfied all Training, Examination, and Experience

Requirements for the successful certification to

Magnetic Particle Level II

Liquid Dye Penetrant Level II

Visual Testing - RSC Level II

Ultrasonic Testing Level II - Limited to Thickness

A handwritten signature of Mike Newman.

Mike Newman - Beacon NDT Services, LLC

A handwritten signature of Gilbert Torres.

Gilbert Torres ASNT Level III #170865

**Certificate #2405 - A**

Hire on Date: July 22<sup>nd</sup>, 2019

Certificate expires: August 5<sup>th</sup>, 2024

**Meeting the Requirements Established by ASNT -SNT -TC-1A and Beacon NDT Services' Written Practice. Verified by Apex NDT Training Services on August 05<sup>th</sup>, 2019.**

This document shall not be copied unless with written permission by the President of Beacon NDT Services. It remains the property of Beacon NDT Services, and is not transferable outside of Beacon NDT Services. This document provides evidence of certification within Beacon NDT Services and certification is void upon termination of employment with Beacon NDT Services.



## VISUAL ACUITY RECORD

LAST NAME : MeissnerExaminee's Company : Beacon NDT ServicesFIRST NAME : ShaunHire On Date: 7-22-19Location of exam: SEECADate: 8-9-23**To Examinee or Examinee's Employer:**

This form was designed to meet the visual acuity and color blindness examination requirements set by ASNT SNT-TC-1A and other Industry Standards. Apex NDT Training Services uses the services of an Optometrist, Ophthalmologists, Registered Nurse, Certified Physician's Assistant or ASNT NDT Level III or his/ designee to administer the required eye examination.

Please be sure to keep a copy for your records. This eye exam is valid for a period of one year. Please note that ASNT SNT-TC-1A requires a Color blindness examination at time of initial certification and then every five years thereafter. This is according to the 2016 release of ASNT SNT-TC-1A. The visual acuity portion of the vision exam must be performed annually. A completed Visual Acuity Record is required not only to validate a certification to SNT-TC-1A, but is also needed in order to keep certifications valid. Should this eye exam be allowed to expire, this examinee's SNT-TC-1A certifications will be suspended until a successful Visual Acuity Record has been updated.

All applicants must pass an eye examination, with or without corrective lenses, to prove near vision acuity on Jaeger J2 at the required distance stated on the reading card but not less than 12 in. ( $\geq 30.5$  cm). All applicants shall take a color perception test by use of the Ishihara Color plates or equivalent. Eye examination results are documented below.

**THE FOLLOWING THREE SECTIONS ARE TO BE COMPLETED BY THE EYE EXAMINER****1. Please verify the customer's close vision acuity to Jaeger J2 specifications at a distance not less than 12 inches or  $\geq 30.5$  cm: (please check one of the following)**

	Examiner's Initials
Both eyes require corrected vision to J2 - PASS	
Only one eye needs corrected vision to J2 - PASS	
No correction is required. - PASS	AJD
Examinee is unable to read J2 with either eye at the required distance. <i>Further evaluation is required.</i>	

**2. Color perception examination accomplished through Ishihara Color Plates or comparable method.**

Is the applicant colorblind? (please check one of the following)

	Examiner's Initials
No, examinee is not colorblind - PASS	AJD
Yes, examinee is colorblind. Please list plate numbers _____	
Explanation of deficiency: _____	

**3. PLEASE PRINT CLEARLY**EXAMINER NAME: A.J. Delhoussaye TELEPHONE NUMBER: 985.853.0900EXAMINER'S BUSINESS ADDRESS: 249 Corporate DriveCITY: Houma STATE: LA ZIP: 70301 COUNTRY: USA

## EXAMINER PROFESSIONAL STATUS BY (please check only one):

 Registered Nurse  ASNT NDT Level III  Optometrist  Ophthalmologists  Listed DesigneeEXAMINER SIGNATURE:  DATE OF EYE EXAMINATION: 8-9-2023