

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 07/26/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DOT/Maritime Administration, WR Acquisition 201 Mission Street, Suite 1800 San Francisco, CA 94105-1905	CODE	00094	7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, WR Acquisition 201 Mission Street, Suite 1800 San Francisco, CA 94105-1905	CODE	00094
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BAY SHIP & YACHT CO. 2900 MAIN ST # 2100 ALAMEDA, CA 94501-7739	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA4C10002
	(X) 10B. DATED (SEE ITEM 13) 06/23/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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)

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

CHECK ONE	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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
exfoliation of the FLORIKAN

The Notice to Proceed is issued today.

The COTR is Jeff Siragusa.

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) Kathryn Rato
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. United States of America BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 07/26/2010

Line Item Summary	Document Number DTMA4C10002/0002	Title FLORIKAN DDX EXFOLIATING PAINT	Page 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$198,350.00
Modification Total: \$0.00
Grand Total: \$198,350.00

Distribution: J SIRAGUSA, D AUSTIN, B VOGEL, S IRELAND, K RATO, D VELMERE, P ETRIDGE

Address Detail**Title**
FLORIKAN DDX EXFOLIATING PAINT**Document Number**
DTMA4C10002/0002**Page**
3 of 3**Shipping Addresses**

Code	Detail
0001	Org: DOT/Maritime Administration, MAR-640 Addr: MAR-640.2, RM W25-209/212 1200 New Jersey Ave, S.E. Washington DC 20590-0001 Attn: Jeff Siragusa, COTR Phone: (202) 366-0270 ext. Fax: () - ext.

Invoice Addresses

Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P WR Invoices Branch, AMZ-150 PO B Oklahoma City OK 73125 Attn: Susan Wong, FCO Phone: (415) 744-2574 ext. Fax: () - ext.

Subj: Appointment as a Contracting Officer's Technical Representative

Kathryn M. Rato

From: Kathryn Rato

To: Jeff Siragusa

You are hereby appointed as the Contracting Officer's Technical Representative (COTR) under Contract No. *DTMA4C10002, for Bay Ship and Yacht to perform the paint exfoliations cleaning on the FLORIKAN*. As the COTR, your primary duty is to monitor the contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the estimated cost stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer Kathryn Rato immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING PERFORMANCE.

Ensure that the contractor complies with all of the requirements of the statement of work, specifications, or performance work statement, and when requested by the contractor, provide technical direction to the contractor's technical manager. This technical assistance must be within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the contractor occurs, notify the contracting officer or the contract administrator/specialist immediately for resolution.

Ensure that the personnel being used by the contractor are of the same caliber that was originally proposed by the contractor to the Government. The experienced personnel contracted for and/or approved by the Government should not be diluted by the use of personnel with less experience. However, you may not permit changes, substitutions, or additions to personnel. Any decrease in or lack of performance shall be brought to the attention of the contracting officer or contract administrator/specialist.

You will also be required to complete the attached "Evaluation of Contractor's Performance Sheet" within 30 days after the contractor has met all terms and conditions of the contract. Note: This form shall not be used for construction and architect-engineer contracts (see (FAR) 48 CFR 36.604).

MONITORING COSTS.

Review and evaluate the contractor's progress in relation to the expenditures. When the costs expended by the contractor are not commensurate with the contractor's progress, bring this to the attention of the contracting officer or contract administrator/specialist for immediate action.

Review the contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend to the contracting officer either approval, conditional approval, or disapproval for payment. The review must be completed within five days after receipt of the invoice or voucher. If you cannot meet the required review time, advise the contracting officer or contract administrator/specialist so that action can be taken to ensure Government compliance with the Prompt Payment Act, thereby avoiding the payment of interest penalties to the contractor.

CHANGES TO THE CONTRACT.

You cannot authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the contracting officer. When in doubt, contact the contracting officer or contract administrator/specialist.

Any contract change requested by the contractor must be put in writing by the contractor to the contracting officer for action; however, you should immediately advise the contracting officer or contract administrator/specialist of the proposed change since it may affect the contract price, cost, or delivery/performance schedule. When the proposed change is received by the contracting officer, you will be required to provide the contracting officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the contracting officer any Government required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

VISITS AND MEETINGS WITH THE CONTRACTOR.

Make arrangements with the contractor for periodic visits to the contractor's plant to: (1) evaluate the contractor's performance; (2) evaluate changes in the technical performance affecting personnel, the schedule, deliverables, and price or costs; (3) inspect and monitor the use of Government property, if applicable; and (4) ensure that contractor employees being charged to the contract are actually performing the work under the contract. A trip report fully documenting all activities during the visit must be written and a copy provided to the contracting officer within three working days after the visit.

Document the file to record each meeting and telephone conversation with the contractor. A daily log book is recommended which should reflect the date, time, name, and title of individual(s) involved, the subject matter, and the details of the meeting or conversation.

INSPECTION OF CONTRACT ITEMS.

When notified by the contractor or the contracting officer, perform, in accordance with the terms of the contract, inspection, acceptance or rejection of the supplies, services, or construction. Immediately notify the contracting officer of all rejections and the reason for the action.

Review progress reports from the contractor and advise the contracting officer of any contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST.

The attached (FAR) 48 CFR Part 3 and (TAR) 48 CFR Part 1203/< HREF="chap1203.htm">TAM Chapter 1203, Improper Business Practices and Personal Conflict of Interest, provides guidance to avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences. Please read these documents very carefully and contact the contracting officer should you require further information or clarification on this subject matter.

CONTRACT FILE CONTENT AND MAINTENANCE.

Establish and maintain an organized contract administration file to record all contractor and Government actions pertaining to the contract. The COTR's file is of particular importance since the documentation of your interaction with the contractor may be used in the event of litigation. In addition, an organized file facilitates an easy transition from one COTR to another if reassignment becomes necessary. The file(s) should be organized as follows:

- (1) File 1 - The contract instrument (i.e., contract modifications, task orders, delivery orders, and the contractor's proposals applicable to these documents).
- (2) File 2 - The COTR's delegation letter, and all correspondence between the contractor and the contracting officer, filed in chronological order.
- (3) File 3 - A copy of the contractor's invoices/vouchers and any correspondence pertaining to the payments.
- (4) File 4 - The COTR's trip reports and written memoranda to the file on telephone conversations or other meetings with the contractor.
- (5) File 5 - A copy of the contractor's progress reports and other contract deliverables, and all correspondence pertaining to these documents.

The size of the contract may not warrant a separate folder for each file. If less than five folders are used, the sections must be tabbed to segregate each file.

Please acknowledge receipt and acceptance of this appointment by signing and returning the attached sheet to the contracting officer or contract administrator/specialist. Your appointment as the COTR under the above numbered contract is terminated upon receipt of a written notice of termination from the appointing contracting officer, the contracting officer's successor, or a higher level of authority. Please direct any questions you may have on this delegation to the contracting officer or contract administrator/specialist.

EVALUATING PERFORMANCE.

Within 30 days after the contractor has met all terms and conditions of the contract, you must evaluate the contractor's performance using the attached evaluation form which must be returned to me.

Kathryn Rato

Attachments

I understand and accept my assignment as the Contracting Officer's Technical Representative (COTR) under Contract No DTMA4C10002 as outlined in your letter to me 6/23/2010 _____

(Signature of COTR)

Jeff Siragusa

6/23/2010