

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 11/09/2007	4. REQUISITION/PURCHASE REQ. NO. See Lines	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)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  PATRIOT CONTRACT SERVICES LLC 1661 TICE VALLEY BLVD STE 200 Walnut Creek, CA 94595-1648	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA8C05018 / PCS18W07016
	(X) 10B. DATED (SEE ITEM 13) 08/23/2007

**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)  
See Line Item Detail

**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 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 checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral IAW SM Contract, Section G-11, Task Order Reimb

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.)

PCS is authorized to incorporate the clause "Physical Loss or Damage to the Vessel or Other Government Property during Dry Docking or Shipyard Availability (Oct 2007)" into PCS's Request for Proposals Cape Gibson Drydocking RFQ # PCS-GIB-08-0001per attached.

This task order is extended until 12/31/07.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia L. Etridge	
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 11/09/2007

<b>Line Item Summary</b>	<b>Document Number</b> PCS18W07016/0002	<b>Title</b> PCS18W07016 GIB DRYDOCK	<b>Page</b> 2 of 2
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**Total Funding:** \$1,218,230.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>See Line Item(s)</b>											
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start date to End date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
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(CAPE GIBSON)  
 CLIN 0301AE; PROJECT NO. PCS GIB07 1006A  
 MOD0001 DRYDOCK CONTRACT REQUIREMENT CHANGE  
 PRWRSM07170

0001AB	EXTEND		0.00		\$0.00	\$0.00
	This is a New Line EXTEND TASK ORDER COMPLETION DATE TO ALLOW FOR DRYDOCK OF THE VESSEL.					

**Previous Total:** \$1,218,230.00  
**Modification Total:** \$0.00  
**Grand Total:** \$1,218,230.00  
 (Includes Discounts)

VENDOR/COTR/CO/FINANCE

<b>Award/Contract Modification</b>	<b>Document No.</b> PCS18W07016/0002	<b>Document Title</b> PCS18W07016 GIB DRYDOCK	Page 1 of 1
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TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	2
C.1 Physical Loss or Damage to the Vessel (Oct 2007)	2

<b>Award/Contract Modification</b>	<b>Document No.</b> PCS18W07016/0002	<b>Document Title</b> PCS18W07016 GIB DRYDOCK	Page 2 of 2
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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 PHYSICAL LOSS OR DAMAGE TO THE VESSEL (OCT 2007)

You are hereby authorized to utilize the clause set forth below, Physical Loss or Damage to the Vessel or Other Government Property during Dry Docking or Shipyard Availability (Oct 2007), to limit the shipyard's liability during the dry docking of the SS CAPE GIBSON. Under the below clause, the Maritime Administration assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property, including cargo, if owned by the Government, which occurs during a dry docking or shipyard availability, except to the extent the Ship Manager's Subcontractor (the shipyard) is liable under the following clause. The Ship Manager shall report all loss or damage to the vessel or other government property including, but not limited to, loss or damage for which the Subcontractor is liable under the below clause. If such loss or damage exceeds the limit of liability set forth in the below clause, the Ship Manager shall promptly notify the ACO, both verbally and in writing, of the loss or damage and await direction from ACO. By authorizing the Ship Manager to include this clause in a subcontract with a shipyard the Maritime Administration agrees to release the Ship Manager from, and not to seek indemnification from the Ship Manager for, the risks assumed by the Maritime Administration under the below clause, except when the indemnification provision of Clause G.7.4 of the Ship Manager Contract applies.

Physical Loss or Damage to the Vessel or Other Government Property  
during Dry Docking or Shipyard Availability  
(Oct 2007)

- (1) Except as set forth in this clause or any guarantee or warranty provision in the contract, the Maritime Administration, part of the United States Department of Transportation, in its capacity as Owner of the vessel (hereinafter "Owner" or "MARAD"), assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property, including cargo, if owned by the Government, during a dry docking or shipyard availability except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the shipyard, its servants, agents, or employees ("Subcontractor"), or the Subcontractor's lower-tier Subcontractors, or the servants, agents, or employees of the lower-tier Subcontractors, all of which risks are assumed by the Subcontractor. The burden of proving freedom from responsibility under the foregoing sentence shall be borne by the Subcontractor.
- (2) Limit of Liability - Except as set forth below, Subcontractor's liability under this clause shall not exceed \$5,000,000 per incident per vessel.
- (3) The Ship Manager and Owner do not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Subcontractor has failed to maintain insurance as required by this contract.
- (4) The Ship Manager and Owner do not assume the risk of and will not pay for any costs of the following:
  - (A) Inspection, repair, replacement, or renewal of any defects in the vessel or material and equipment due to-
    - (i) Defective workmanship performed by the Subcontractor or any lower-tier Subcontractor;
    - (ii) Defective materials or equipment furnished by the Subcontractor or any lower-tier Subcontractor; or
    - (iii) Workmanship, materials, or equipment that does not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.
  - (B) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of gross negligence or willful misconduct of the Subcontractor.
- (5) No party other than the Ship Manager shall have any right to proceed directly against the Owner or join the Owner as a codefendant in any action.
- (6) In the event of loss of or damage to the vessel, material, or equipment which exceeds the limit of liability set forth in paragraph (2) above, the Subcontractor shall promptly notify the Ship Manager, both verbally and in writing, of the loss or damage and await direction from the Ship Manager.