AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	Page 1 of 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003	08/11/2010		

6. ISSUED BY CODE 00091
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington, DC 20590

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

Maryland Maritime, Inc.
3971 Doctors Lake Drive
Orange Park, FL 32065-6905

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1D08015
(X)	10B. DATED *(SEE ITEM 13)* 09/15/2008

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)*

No Funding Information

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.
☐	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).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, [X] is required to sign this document and return 1 copies to the issuing office.

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

A. The Government will moor a ballast water treatment barge at Pier 6, Port Covington, Baltimore, Maryland. This ballast water project is associated with the Cape W's and the Chesapeake Bay watershed in an effort to support the U.S. and International maritime industry in compliance with ballast water standards and guidelines.. This barge is not an additional vessel, but equipment now to be associated with the vessels under contract. The period of performance for mooring the barge shall coincide with the contract's period of performance.
B. To accomodate the barge the Contrator will upgrade the pier and shore power in accordance with the Statement of Work. In consideration for these upgrades the contract's estimated amount is increased by $111,000. The upgrades will be completed no later than December 31, 2010.
C. In support of the barge activities Contract Line Item Numbers 0031 Oil Boom Placement and 0032 Crane Services that may ordered in accordance with the ordering clause and mininum and maximum quantities provision of the contract except that crane services for upgrades described in paragraph 14.B are included in the estimated amount.
D. No funds are commited by this modification; Funds are obligated by Delivery Orders issued under the Contract.

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)*	
WA BULGSPARLIO PRESIDENT		Benedict J. Burnowski	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
(Signature of person authorized to sign)	8/17/10	BY *(Signature of Contracting Officer)*	8/17/10 ~~08/11/2010~~

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost

Maryland Maritime's bid dated 5/23/8 in response to IFB DTMA1B08004 as amended by its 10-year alternate "2nd Revised Offer" emailed 9/3/8 is hereby accepted. The ten year alterate is selected. CLINs 0011 and 0021 are awarded. The Government accepts the water depth of the berth "as is" per revised Section C.

0031	Oil Boom Placement	(08/01/2010 to 11/17/2018)	1.00	CYL	$600.00	$600.00

This is a New Line

This CLIN only applies to the barge placed at the contractor's facility for the ballast water test project. Boom reach of 60 feet. A cycle includes one(1) open and one (1) close

0032	Crane Services	(08/01/2010 to 11/17/2010)	5.00	HR	$160.00	$800.00

This is a New Line

Crane service with 4 L/T capacity. This CLIN only applies to the barge placed at the contractor's facility for the ballast water test project. The rate time is straight time defined as Monday through Friday between 7am and 3pm.

Previous Total: $9,708,964.00

Modification Total: $1,400.00

Grand Total: $9,710,364.00
(Includes Discounts)

QUANTITIES FOR SUBCLINS 00XXAA THROUGH 00XXAC ARE ESTIMATES ONLY.

Shipping Addresses

Code	Detail
0001	**Org:** DOT/Maritime Administration, MAR-612 **Addr:** 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590 **Attn:** Jim Kahler **Phone:** (202) 366-5075 ext. **Fax:** ( ) - ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	**Org:** DOT/ Enterprise Services Center (ESC) OFO/FAA, **Addr:** MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 **Attn:** Tammy Curnett, Lead Accounting Technician **Phone:** (405) 954-2063 ext. **Fax:** (405) 954-9573 ext.	0002	**Org:** DOT/ Enterprise Services Center (ESC) OFO/FAA, **Addr:** MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 **Attn:** Tammy Curnett, Lead Accounting Technician **Phone:** (405) 954-2063 ext. **Fax:** (405) 954-9573 ext.

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

The free form item 'Barge Re;ated Upgrades has been added.
The free form item 'Contract Price has been edited.
The free form item 'Minimum and Maximum Quantities has been edited.

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 CONTRACT PRICE

C.5 CONTRACT PRICE

(A) The price shall include the cost of providing all items in Section C and H.4except for items identified in Section C.6. Section C identifies specific items for which the Contractor must bear all costs. Certain items are specifically identified in Section C for emphasis only. Contractors must include all items in Section C (except Section C.6) and Section H.4 in the per diem berthing fee including but not limited to:

1. A safe berth (including resilient fenders), adequate to provide a safe mooring.

2. Casualty, accident and liability insurance, as specified in Section H.4.

3. All handling charges and fees for reimbursable services.

4. Costs related to upgrading the offered facility and installing separate electric power lines, transformers, and meters. These include, but are not limited to, costs billed by power companies on a monthly basis or paid in a lump sum to cover the installation of power lines, transformers and meters, and costs incurred directly by the Contractor to install the power lines, transformers and meters.

(B) When vessels leave and return to the layberth, the prices for connecting and disconnecting power, telephones, water, and sewer are separate line items that are not part of the per-diem rate and are paid according to the rates specified.

(C) When required by the barge placed at the berth for the ballast water test project oil boom placement and crane services at the rates specified in the schedule.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MINIMUM AND MAXIMUM QUANTITIES

Minimum and Maximum Quantities

The minimum quantity to be ordered by the Government for Vessel One and Vessel Two each shall be the following and shall be the layberthing of one vessel.

1. 365 days (366 days if a leap year) at the berthage per diem unit price of 1 vessel whether the five-year alternate or the ten-year alternate is awarded.

2. One connect cycle and one disconnect cycle for ship to shore electric power, potable water, telephone and recycling.

3. The total reimbursable services for electrical power, potable water and telephone incurred by one vessel or the individual 'NOT-TO-EXCEED' amount stated in each of the applicable subline items whichever is less. If the contractor is unable to obtain a commitment from the power company to exempt taxes from the contractor's monthly electricity service charges, MARAD may at its discretion elect to contract directly with the utility company.

4. Applicable only to the barge placed at the berth for the ballast water test project one (1) oil boom placement cycle and 5 hours of crane services.

The maximum quantity to be ordered by the Government shall be the following multiplied by the number of vessels in the contract:

1. 365 days (366 days if a leap year) at the berthage per diem unit price of 1 vessel.

2. The total reimbursable services amounts for electrical power, potable water and recycling.

If an option year is exercised, numbers (1) and (2) directly above multiplied by the number of vessels in the contract shall be deemed to be the maximum quantity to be ordered for that option year.

H.2 BARGE RE;ATED UPGRADES

The Contractor's facility at Port of Covingtion, Pier 6, Baltimore, Maryland shall be upgraded as follows to accommodate the mooring of a barges involved in a ballast water test program:

1. A safe berth which meets heavy weather mooring service type III requirements including bollards and fendering;
2. Separate 400 amp power service incuding meter for taxable electric service (note the estimated amount in Modification 0003, Block 14.B includes $8,000 allowance for the BG&E utility company);
3. Pier laydown area for treatment system on berth approximately 20 feet by 15 feet adjacent tothe barge and;
4. Potable water