

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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2. AMENDMENT/MODIFICATION NO. 0020  
3. EFFECTIVE DATE 10/09/2008  
4. REQUISITION/PURCHASE REQ NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY DOT/ Maritime Administration, MAR-380  
1200 New Jersey Ave., SE MAR380, W28-201  
Washington, DC 20590  
CODE 00091  
7. ADMINISTERED BY (If other than Item 6) DOT/ Maritime Administration, MAR-380  
1200 New Jersey Ave., SE MAR380, W28-201  
Washington, DC 20590  
CODE 00091

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)  
ABLE UK LTD  
Able House, Billingham Reach Industrial Estate  
Billingham, TS23 1PX  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1C03010 (X)  
10B. DATED (SEE ITEM 13) (X)  
CODE \* FACILITY CODE

**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
	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a), Bilateral Modifications
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor  is not,  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.)**

The purpose of this modification is to make changes to the contract by mutual agreement of both parties.  
See MOD 0020 Continuation of Block 14 for specific changes.  
All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 16A, as herebefore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) PETER STEPHENSON	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John Desch
15B. CONTRACTOR OFFEROR ABLE UK LTD (Signature of person authorized to sign)	15C. DATE SIGNED 9-10-08
16B. United States of America BY (Signature of Contracting Officer)	15C. DATE SIGNED 10-09-2008

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1C03010/0020	<b>Title</b> Able UK Contract	<b>Page</b> 2 of 8
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date</b> (Start date to End date)	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
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No Changed Line Item Fields

**Previous Total:** \$12,482,805.00  
**Modification Total:** \$0.00  
**Grand Total:** \$12,482,805.00

*Distribution:*  
MAR-380 - Official File  
MAR-600  
MAR-600.5 (Truffer)  
MAR-610.3

**Address Detail****Title**  
Able UK Contract**Document Number**  
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3 of 8**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> DOT/Maritime Administration, MAR-610 <b>Addr:</b> 400 Seventh Street, SW., Room 2122  Washington DC 20590 <b>Attn:</b> Curt Michanczyk, Program Manager <b>Phone:</b> (202) 366-6467 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710  Oklahoma City OK 73125 <b>Attn:</b> Kelly Nelson, Accounting Technician <b>Phone:</b> (405) 954-2178 ext. <b>Fax:</b> (405) 954-9573 ext.

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## SECTION A -- SOLICITATION/CONTRACT FORM

### A.1 SUMMARY OF CHANGES

The free form item 'MOD 0020 Continuation of Block 14 has been added.  
The free form item 'Contract Administration has been edited.

### A.2 MOD 0020 CONTINUATION OF BLOCK 14

A. Pursuant to Federal Acquisition Regulation 43.103(a), Bilateral Modifications, the parties agree to insert the following new paragraph into the clause entitled H.1 in Modification 0019 (H.8 in the original contract, H.5 in Mod 0017) PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION. This new paragraph implements the Letter of Credit addressed in paragraph A.2.3 of Modification 0019. It provides for continued security if performance continues beyond the expiration of the Letter of Credit and also changes the Procuring Contracting Officer.

#### B. Security for Progress Payments.

(a) The Contractor has furnished an Irrevocable Letter of Credit (#SM232809W, dated 9/26/08) in the amount of \$8,747,550 to secure progress payments made under the contract. That Letter of Credit contains a final expiration date of 30 September 2011. If for any reason the contract has not been completed by that date, the Contractor agrees to furnish a replacement irrevocable letter of credit, or other security acceptable to the Agency, not later than 60 days before 30 September 2011, or not later than 45 days before the initial expiration date if the institution securing the current letter of credit elects not to renew the instrument. The amount of the replacement security shall correspond to the remaining, un-presented certificates of completion. (See paragraph (b), below.) The Contractor further agrees to maintain the letter of credit in force via renewal, replacement or other security acceptable to the Contracting Officer, until the later date of the presentation of the fourth and final Certificate of Destruction or the completion or redelivery of the vessels to the United States.

(b) The Maritime Administration agrees that its ability to recover under ILC #SM232809W, dated 9 26/2008, or its replacement, shall be reduced as follows:

- (1) Per Ship Reduction of \$1,530,821 for Completion of Remediation after Able UK presents a Certificate of Remediation to the Contracting Officer and the COTR confirms remediation of the vessel is complete.
- (2) Per Ship Reduction of \$656,067 for Completion of Destruction: After Able UK presents a Certificate of Destruction to the Contracting Officer and the COTR confirms destruction of the vessel is complete.

C. This modification also administratively updates the Contracting Officer in paragraph G.1-3 from Frank K. Bajowski to John T. Desch.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

G.2 GENERAL

Contract administration shall be as set forth below and in accordance with the special contract requirement(s) of this Contract.

G.2-1 INVOICE REQUIREMENTS

a. Invoices shall be submitted in an original and 1 (one) copy to:

U.S. MAIL  
MARAD A/P Headquarters Invoices  
Branch, AMZ-150  
PO Box 25710  
Oklahoma City, OK 73125

FEDEX  
MARAD A/P Headquarters Invoices  
Branch, AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

In addition, all commercial vendors will have the option to send payment requests electronically. The payment requests must be in PDF format. Vendors can submit electronic payment requests to the following email address:

MARADInvoices@FAA.GOV

b. In accordance with the Clause at FAR 52.232-32, Performance-Based Payments, to constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The Contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment;
- (5) A certification by a Contractor official authorized to bind the Contractor, as set forth in the Clause at FAR 52.232-32(7)(m);
- (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- (7) Other substantiating documentation or information as required by the contract.

G.2-2 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR), is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

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The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

**G.2-3 POINTS OF CONTACT**

a. **PROCURING CONTRACTING OFFICER:**  
(PCO)

**Mr. John T. Desch**  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
OFFICE OF ACQUISITION, MAR-380  
1200 New Jersey Ave, W26-435  
WASHINGTON, DC 20590  
E-Mail Address: [john.desch@dot.gov](mailto:john.desch@dot.gov)

b. **RESERVED**

All correspondence shall be directed to the Administrative Contracting Officer except as otherwise specified.

c. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE:**

**Primary: Mr. Nathaniel "Morris" G. Williford**

U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
OFFICE OF SHIP DISPOSAL PROGRAMS  
1200 NEW JERSEY AVE, SE, W23-498  
WASHINGTON DC 20590  
Tel: 1 (202) 366-3653  
E-Mail Address: [nathaniel.williford@dot.gov](mailto:nathaniel.williford@dot.gov)

**Alternate: Ms. Zoe Goss**

U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
OFFICE OF SHIP DISPOSAL PROGRAMS  
1200 NEW JERSEY AVE, SE, W23-498  
WASHINGTON DC 20590  
Tel: 1 (202) 366-0270  
E-Mail Address: [zoe.goss@dot.gov](mailto:zoe.goss@dot.gov)

The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract/task orders.

The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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The Contractor shall forward a copy of all invoices to the Contracting Officer's Technical Representative.

d. The Contractor's Primary Point of Contact shall be:

(To be provided by Contractor and inserted after contract award)

Glyn Wheeler  
Able UK Ltd  
Able House  
Billingam Reach Industrial Estate  
Billingam  
Cleveland  
United Kingdom  
TS231PX  
0044 1642 806080  
gwheeler@ableuk.com  
All correspondence shall be copied to pms@ableuk.com