

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001
 3. EFFECTIVE DATE 11/17/2010
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY DOT/Maritime Administration, MAR 380
 400 Seventh Street, SW., Room 7310
 Washington, DC 20590
 CODE 00091
 7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, MAR-380
 400 Seventh Street, SW., Room 7310
 Washington, DC 20590
 CODE 00091

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)
 Bay Bridge Enterprises, LLC
 4300 Buell St
 Chosapeake, VA 23324-1008
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1P07003
 (X) 10B. DATED (SEE ITEM 13) 10/20/2006
 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 14, 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)

- 06 - 9X4768 - 1 - SD - 254T - - SDSCPO - 160000 - - - - -

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"/>	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) FAR 4.804-1

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 deobligate funds from \$494,000.00 by \$34,799.73 to \$459,200.27.

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) BARBARA E. CHAMBERS VP/10-11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alfredia Rich-Murphy
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> Signature of person authorized to sign	15C. DATE SIGNED 11/18/10
16B. United States of America <i>[Signature]</i> Signature of Contracting Officer	16C. DATE SIGNED 11/18/2010

Line Item Summary	Document Number DTMA1P07003/0001	Title VULCAN	Page 2 of 4
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Total Funding: \$459,200.27

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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This is a firm fixed-price contract. Provide services to make all tow preparations, and tow the vessel VULCAN from the James River Reserve Fleet to the contractor's facility in Chesapeake Virginia to completely dismantle, recycle and remediate all materials and components of the entire vessel.

0001	VULCAN --Dismantlement and Disposal	303 dys. (ADC)	0.00	EA	(\$34,799.73)	(\$34,799.73)
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Change in Funding, Unit Price

Provide services to make all tow preparations, and tow the vessel VULCAN from the James River Reserve Fleet to the contractor's facility in Chesapeake Virginia, and completely dismantle, remediate, and recycle all materials and components on the vessel. Total price for towing, dismantlement and remediation of the vessel is \$494,000. The performance period is 303 calendar days.

Funding Information:

- 06 - 9X4768 - 1 - SD - 254T - - SDSCPO - 160000 - - - - -
 - - - -
 -34,799.73

Previous Total: \$494,000.00
Modification Total: (\$34,799.73)
Grand Total: \$459,200.27
 (Includes Discounts)

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

**DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S RELEASE**

CONTRACTOR (Name and Address)

BAY BRIDGE ENTERPRISES, LLC
4300 BUELL STREET PO BOX 7596,
CHESAPEAKE, VA 23324
 CONTRACT NO.
DTMA1P07003

ENTER SUM OF TOTAL OF AMOUNTS PAID AND PAYABLE

\$ **494,000.00**

Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

COST OVERRUNS DUE TO UNFORSEEN HULL BREACH DUE TO VESSEL DETERIORATION

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None")

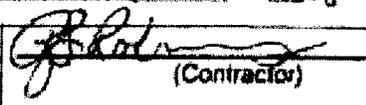
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESSES WHEREOF, this release has been executed this 3 day of JANUARY, 2008

WITNESSES

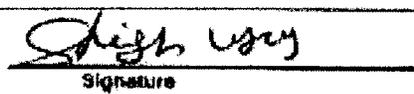

(Contractor)

BY

TITLE

NOTE: In the case of a corporation, witnesses are not required but the below statement must be completed.

I, Shajlesh Vyas, am the President secretary of the corporation named as Contractor in the foregoing release; that Rebecca Robinson who signed said release on behalf of the Contractor was then vice president of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


Signature