

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 5

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

0001 10/30/2006 See Lines

6. ISSUED BY CODE 00091 7. ADMINISTERED BY (If other than Item 6) CODE

DOT/Maritime Administration, MAR-380
400 Seventh Street, SW., Room 7310
Washington, DC 20590

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

Prolog, Inc.
1253 JENSEN DR STE 100
VIRGINIA BEACH, VA 23451-5887

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1C06005 / TO06LOG0103

(X) 10B. DATED (SEE ITEM 13)
04/14/2006

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 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.

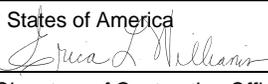
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as 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) H.2 Incremental Funding of Task Orders

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.)

The purpose of this task order modification is to increase the total order amount from \$200,000.00 by \$215,000.00 to \$415,000.00 due to extended required services due to RMS.

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)	
		Erica L. Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	10/30/2006

Line Item Summary	Document Number TO06LOG0103/0001	Title CAPE Texas Logistics Overhaul	Page 2 of 5
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Total Funding: \$415,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
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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0002	TO 0103 MOD 1 - CAPE TEXAS Logistics Overhaul	(11/01/2006 to 02/14/2007)	1.00	LOT	\$215,000.00	\$215,000.00
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This is a New Line

Basic TO 0103 only provided \$200K in funding. Due to delays and RMS issues, the estimate was revised from \$375,000 to \$415,000. This Modification provides an additional \$215,000 in funding.

Ref Req No: PROP0700017

Funding Information:

07 - 965 - X303 - 16000 - - 2696 - - - 70EQP0 - -
76500761 - - - - -
215,000.00

Previous Total:	\$200,000.00
Modification Total:	\$215,000.00
Grand Total:	\$415,000.00
	(Includes Discounts)

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SECTION I -- CONTRACT CLAUSES

I.1 52.232-20 LIMITATION OF COST

APRIL 1984

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than--

(1) the estimated cost specified in the Schedule; or

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of--

(i) the estimated cost specified in the Schedule; or

(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer--

(i) notifies the Contractor in writing that the estimated cost has been increased; and

(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

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CONTRACT: DTMA1C06005

TASK ORDER: 0103 MOD 1

SUBJECT: CAPE TEXAS LOGISTICS OVERHAUL

ESTIMATED START DATE: 10 April 2006 DUE DATE: 1 November 2006

REVISED DUE DATE: 14 February 2007

SOW REFERENCE: C.2

DESCRIPTION OF ASSIGNMENT: Conduct Logistics Support Overhaul of CAPE TEXAS as described in Section C.2 of the contract statement of work except for the tasks already completed under another contract. Work remaining includes spare parts inventory. Due to RMS issues, this Modification extends the completion due date from 1 November 2006 to 14 February 2007, revises the Cost Estimate from \$375,000 to \$415,000 and provides \$215,000 in additional funding.

ESTIMATED COST: \$375,000 FUNDED AMOUNT: \$200,000

REVISED ESTIMATED COST: \$415,000 FUNDED MOD 1: \$215,000

TOTAL TASK FUNDING THROUGH MOD 1: \$415,000

ACCOUNTING AND APPROPRIATION DATA:

07-965-X303-16000-2696-70EQP0-76500761

TASK ORDER FUNDED THROUGH: 14 February 2007

TECHNICAL POINT OF CONTACT: Channing. E. Jones *Y. R. Moonam (for) 10/27/06*

COTR SIGNATURE/DATE: Richard H. Williams *[Signature] 10/27/06*

CONTACTING OFFICER SIGNATURE/DATE: Erica Williams *[Signature] 10/30/06*

ACCEPTED BY SIGNATURE/DATE: Donald Colley

REMARKS:

_____ ACTION COMPLETED

_____ OTHER _____

COMPLETED BY SIGNATURE/DATE:

WORK ACCEPTED BY SIGNATURE DATE: