

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	Page 1 of 3
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 12/07/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk, VA 23505		CODE 00092	7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk, VA 23505		CODE 00092
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  NORTH FLORIDA SHIPYARDS, INC. BUILDING 1933 BAILEY ROAD,P.O. BOX 280092 Jacksonville, FL 32228-0092				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA2C06002
				(X)	10B. DATED (SEE ITEM 13) 06/09/2006
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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
<input type="checkbox"/>	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.)**

**TV KINGS POINTER DRYDOCKING**

In consideration of this modification as complete and final equitable adjustment resulting in the total contract amount of \$834,305.00 for all items of the contract, the contractor hereby releases the Government from any and all liability claims under this contract and from further equitable adjustments and claims (see Contractor's Release Form 4220.4).

Excess funding is deobligated as shown on the attached.

Establish contract as one hundred percent (100%) complete as of 8/14/2006.

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) Susan P. Barba	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America BY <u>Susan P. Barba</u> (Signature of Contracting Officer)	16C. DATE SIGNED

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15A. NAME AND TITLE OF SIGNER (Type or print) Matthew J. Self, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan P. Barba	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/8/06	16B. United States of America BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2C06002/0004	<b>Title</b> TV Kings Pointer Drydocking	<b>Page</b> 2 of 3
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Total Funding: \$834,305.00

<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>									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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0027	SUPPLEMENTAL MATERIAL	(07/18/2006 to 08/14/2006)	0.00	NTE	(\$34.00)	(\$34.00)
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Change in Funding, Unit Price  
THIS IS A NOT TO EXCEED AMOUNT.

The allowance for supplemental material is for direct costs only. Any allowance for handling, equipment, profit and overhead is to be included in the associated supplemental labor rate. Supplemental material will be payable to the contractor only to the extent authorized as part of supplemental growth work.

Funding Information:

06 - - 7006 - 175000 - - - 1 - C8ART0005 - 0000012 - -  
100 - - 25 - 305 - - -  
-34.00

**Previous Total:** \$834,339.00  
**Modification Total:** (\$34.00)  
**Grand Total:** \$834,305.00  
(Includes Discounts)

**Address Detail****Title**

TV Kings Pointer Drydocking

**Document Number**

DTMA2C06002/0004

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**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> U.S. MERCHANT MARINE ACADEMY <b>Addr:</b> Waterfront  Kings Point NY 11024-1699 <b>Attn:</b> Eric Wallischeck, Director & Sailing Master <b>Phone:</b> (516) 773-5235 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

Code	Detail	Code	Detail
0001	<b>Org:</b> DOT/Maritime Administration, MRG-7400 <b>Addr:</b> South Atlantic Region, 7737 Hampton Boulevard, B  Norfolk VA 23505 <b>Attn:</b> Jennifer J. Fallis, Finance Officer <b>Phone:</b> (757) 441-3716 ext. <b>Fax:</b> (757) 441-0321 ext.	0002	<b>Org:</b> DOT/Maritime Administration, South Atlantic Regio <b>Addr:</b> 7737 Hampton Blvd., Bldg. 4D, Room 211  Norfolk VA 23505 <b>Attn:</b> Jennifer Fallis, Funds Control Officer <b>Phone:</b> (757) 441-3716 ext. <b>Fax:</b> (757) 441-6080 ext.

Code	Detail
0003	<b>Org:</b> DOT/Maritime Administration, South Atlantic Regio <b>Addr:</b> 7737 Hampton Blvd., Bldg. 4D, Room 211  Norfolk VA 23505 <b>Attn:</b> Jennifer Fallis, Funds Control Officer <b>Phone:</b> (757) 441-3716 ext. <b>Fax:</b> (757) 441-6080 ext.

**DEPARTMENT OF TRANSPORTATION  
CONTRACTOR'S RELEASE**

**CONTRACTOR (Name and Address)**  
 NORTH FLORIDA SHIPYARDS, INC  
 BLDG 1933 BAILEY ROAD, PO BOX 280092  
 JACKSONVILLE, FL 32228-0092  
**CONTRACT NO.** DTMA2C06002

**ENTER SUM OF TOTAL OF AMOUNTS PAID  
AND PAYABLE**  
  
**\$ 834,305.00**

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:

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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

**WITNESSES**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_ TITLE \_\_\_\_\_

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

I, \_\_\_\_\_, am the \_\_\_\_\_ secretary of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor was then \_\_\_\_\_ 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**