

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 3
2. AMENDMENT/MODIFICATION NO. A00028	3. EFFECTIVE DATE See BLK 16	4. REQUISITION/PURCHASE REQ. NO. HSCG23-06-D-ARB001	5. PROJECT NO. (If applicable) RB-M	
6. ISSUED BY Administrative Contracting Office 1600 Ely Street Marinette WI. 54143-2434 Gail.S.Thomas@uscg.mil	CODE	7. ADMINISTERED BY (If other than Item 6) N/A	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Marinette Marine Corporation, Inc. 1600 Ely Street Marinette, WI 54143 DUNS #00-613-5388			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCG23-06-D-ARB001
				10B. DATED (SEE ITEM 13) 21JUN2006
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 one (1) copy 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 DATA 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 data specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A				

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

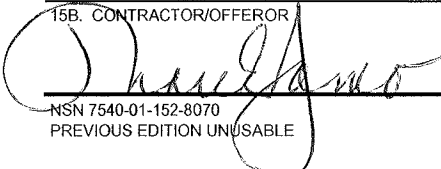
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X 52.243-1 CHANGES – FIXED PRICE (AUG 1987)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in 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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.	

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

This Modification definitizes the Recurring costs for three Engineering Change Proposals (ECP): ECP-008, ECP-013 and ECP-036, and one Request for Equitable Adjustment (REA), REA-004. The combination of these definitizations results in a zero dollar change to the Recurring Boat CLIN x003 Price. This Modification also definitizes the Non-Recurring (NRE) Costs for ECP-037. The change in CLIN value associated with this definitization of NRE costs will be awarded by a forthcoming Delivery Order to CLIN 1009.

(CONTINUED ON NEXT PAGE)

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) MARC E. JAMO, CONTRACTS MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GAIL S. THOMAS, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 2/24/09
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED

BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

- A. This Modification definitizes the Recurring cost impact on CLIN x003 Hull pricing for ECP-008 entitled, "Pilothouse Arrangement," ECP-013 entitled, "Motorola Radio Technology Refresh," ECP-036 entitled, "DSC Radio Class Change," and REA-004 entitled, "Standardize SINS Display Units." In lieu of monetary sums for the recurring CLIN x003 costs or cost savings associated with these Changes, the parties hereby agree that through the incorporation of the combined Changes listed in this paragraph, the parties accrue fair and reasonable consideration.
- B. The parties have agreed upon a price for the Non-Recurring (NRE) costs associated with the incorporated Change for ECP-037 entitled "SINS Feed Power Modification." The definitized NRE price is established as \$44,256, and the obligation amount of \$14,106 is established by subtracting the amount of interim funding of \$30,150 set forth in Modification A00019.
- C. Modification A00014 incorporated the Scope of Work and Contract Change Language associated with all ECPs listed above. Modification A00025 incorporated the Scope of Work and Contract Change Language for REA-004.
- D. PART I – THE SCHEDULE, SECTION B - SUPPLIES OR SERVICES AND PRICES: Section B.1.1.b, "Firm Fixed Price Items" CLIN 1009 entitled, "Post Award Changes to RB-M Detailed Design" is increased by \$14,106 from \$603,669 to \$617,775. This Modification does not obligate Government funds. The change in CLIN value associated with this definitization of NRE costs will be awarded by a forthcoming Delivery Order to CLIN 1009.
- E. For the definitization of Recurring Boat Costs for ECP-008, ECP-013, ECP-036, and REA-004, this Modification arrived at by mutual agreement of the parties, constitutes full and final adjustment of the Contract Price and Contract time of Delivery/Performance Periods for any direct, indirect, and consequential effects of these Changes described herein this paragraph including, but not limited to, cost incurred, and extension of time due to delay, disruption, or suspension of work.
- F. For the definitization of NRE for ECP-037, this Modification arrived at by mutual agreement of the parties, constitutes full and final adjustment of the Contract Price and Contract time of Delivery/Performance Periods for any direct, indirect, and consequential effects of these Changes described herein this paragraph including, but not limited to, cost incurred, and extension of time due to delay, disruption, or suspension of work.
- G. It is agreed that all other Contract requirements, terms, and conditions remain unchanged.
- H. This completes Block 14.

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
	more than once under this contract.		
1003a [Orig]	Hulls 1-8	EACH	<u>\$1,927,156</u>
1003ac [A00024]	Post Award Changes to Hulls 1-8	EACH	<u>\$27,243</u>
1003b [Orig]	Hulls 9-20	EACH	<u>\$1,896,800</u>
1003bc [A00024]	Post Award Changes to Hulls 9-12	EACH	<u>\$27,243</u>
1003c [Orig]	Hulls 21-36	EACH	<u>\$1,886,811</u>
1004 [Orig]	RB-M Cradle (as described in Section C.7)	EACH	<u>\$16,222</u>
1005 [Orig]	Display Model (as described in C.8)	EACH	<u>\$15,340</u>
1009 [A00028]	Post Award Changes to RB-M Detailed Design	JOB	<u>\$617,775</u>
1010 [A00027]	Post Award Changes Other Than RB-M Detailed Design	JOB	<u>\$243,029</u>
PRICE PERIOD TWO			
2001 [A00003]	Project Management (as described in Section C.4). This CLIN is required whenever work, other than that associated with warranty administration, under 1002, 1009, x003, x004, x005, x006, x007, or x008 is ongoing. The Government may order any quantity of months under this CLIN provided that the performance period is limited this price period.	MONTH	<u>\$510,426</u>
2002 [Orig]	Vacant	N/A	<u>N/A</u>
2003 [Orig]	Response Boat - Medium (as described in Section C.6). Hulls refers to a range of total consecutive RB-Ms ordered under this contract (i.e. hull 9 cannot be ordered until hull 8 is ordered). The Government may order all or any part of this CLIN during this price period, provided that an individual hull may not be ordered more than once under this contract		
2003a [Orig]	Hulls 1-8	EACH	<u>\$2,055,228</u>
2003b [Orig]	Hulls 9-20	EACH	<u>\$1,896,800</u>
2003c [Orig]	Hulls 21-36	EACH	<u>\$1,886,811</u>
2003d [Orig]	Hulls 37-66	EACH	<u>\$1,887,154</u>