

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO 000039	3 EFFECTIVE DATE 10/01/2010	4 REQUISITION/PURCHASE REQ. NO 4200359909	5 PROJECT NO (if applicable)	
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6)	CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) URS FEDERAL TECHNICAL SERVICES, INC. 4732 RIGHTOUT ROAD MSFC HUNTSVILLE AL 35812-0001		9A AMENDMENT OF SOLICITATION NO  9B DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO NNM08AA54C  10B DATED (SEE ITEM 13) 05/29/2008		
CODE 3GJ00	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<p>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 ACKNOWLEDGEMENT 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.</p>				
12 ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule		Net Increase:		\$2,780,800.00
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)			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.			
	D. OTHER (Specify type of modification and authority)			
X	NFS 1852.232-77, Limitation of Funds			
E. IMPORTANT: Contractor X is not, is required to sign this document and return 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
Prev Amt: \$34,878,289.56				
This Mod: \$ 2,780,800.00				
Rev Amt: \$37,659,089.56				
Current FFF Value				
Prev Amt: \$46,973,125.20				
This Mod: \$ 0.00				
Rev Amt: \$46,973,125.20				
Current IDIQ Value				
Continued ...				
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)		
		John A Busbey		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	10/01/2010	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
URS FEDERAL TECHNICAL SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>Prev Amt: NTE \$68,000,000.00 This Mod: \$ 0.00 Total Amt: NTE \$68,000,000.00</p> <p>Current Contract Value</p> <p>Prev Amt: \$114,973,125.00 This Mod: \$ 0.00 Rev Amt: \$114,973,125.20</p> <p>Potential Contract Value</p> <p>Prev Amt: \$196,430,658.18 Mod: \$ 0.00 Total Amt: \$196,430,658.18</p> <p>1. This purpose of this modification is to: (1) provide incremental funding in the amount of \$2,780,800. It is contemplated that funds presently allotted to this contract will cover the work to be performed through December 3, 2010.</p> <p>The following pages have been added/deleted:</p> <table border="0"> <tr> <td>Page Added</td> <td>Page Deleted</td> </tr> <tr> <td>10 of 13 (Mod 39)</td> <td>10 of 13 (Mod 36)</td> </tr> </table> <p>All other terms and conditions remain unchanged</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$2,780,800.00</p> <p>Incrementally Funded through date changed from 07/30/2010 to 12/03/2010</p> <p>PR # 4200359909</p> <p>NEW ACCOUNTING CODE ADDED: Continued ...</p>	Page Added	Page Deleted	10 of 13 (Mod 39)	10 of 13 (Mod 36)				
Page Added	Page Deleted								
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
URS FEDERAL TECHNICAL SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62AS20/6100.2520/62/FC000000/736466.06.02.08.01/00 0/2520/62/CASX12011D/361N/1/2 Cost Center 62AS20 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$2,780,800.00  FOB: Destination				

**Section B**

**NNM08AA54C**

A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Clause E.6). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- C. All as-built drawings and other required submittals shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- B. The data required in DRD 1197MA-003, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. The Contractor shall identify capital assets separately on its invoices. Distribution shall be in accordance with the DRD

(End of Clause)

**B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (NFS 1852.232-77) (MAR 1989)**

- A. Of the total price of items identified for the Option Year Two, the sum of \$37,659,089.56 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTMENT OF FUNDS**

Date	December 3, 2010	Amount	TBD
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- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- C. 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 3, 2010.