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| 2. AMENDMENT/MODIFICATION NO. 000045 | 3. EFFECTIVE DATE MAR 11 2011 | 4. REQUISITION/PURCHASE REQ. NO. 4200378266 | 5. PROJECT NO. (If applicable) |
|---|----------------------------------|--|--------------------------------|

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| 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) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 | CODE MSFC |
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| 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 | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
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| | | 9B. DATED (SEE ITEM 11) |
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| CODE 3GJDO | FACILITY CODE | 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA54C |
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| | | 10B. DATED (SEE ITEM 13) 05/29/2008 |
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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 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.

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| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | Net Increase: | \$608,300.00 |
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| 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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-1 Alternate II |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

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

Total FFP Funds Obligated

Prev Amt: \$42,148,054.56
 This Mod: \$ 608,300.00
 Rev Amt: \$42,756,354.56

Current FFP Value

Prev Amt: \$47,775,645.00
 This Mod: \$ 0.00
 Rev Amt: \$47,775,645.20

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) <i>Donnie Croyle P.M.</i> | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John A Busbey |
| 15B. CONTRACTOR/OFFEROR <i>Harvie Inc.</i> | 16B. UNITED STATES OF AMERICA |
| 15C. DATE SIGNED <i>3/11/2011</i> | 16C. DATE SIGNED <i>3-11-11</i> |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA54C/000045

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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>Current IDIQ Value</p> <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: \$115,775,645.20 This Mod: \$ 0.00 Rev Amt: \$115,775,645.20</p> <p>Potential Contract Value</p> <p>Prev Amt: \$197,233,178.18 Mod: \$ 0.00 Total Amt: \$197,233,178.18</p> <p>1. The purpose of this modification is to: (1) provide an updated Clause B.9, Schedule of Prices for Lump Sum Work and (2) provide incremental funding in the amount of \$608,300 to increase funding from \$42,148,054.56 to \$42,756,354.56. It is contemplated that funds presently allotted will cover work through March 19, 2011.</p> <p>The update of Clause B.9 was required due to \$10,163 being inadvertently added to the total price. The \$10,163 was already included in the CLIN's for the contract in Modification 35. The contract value is being reduced to reflect this error by \$10,163 from \$16,408,653 to \$16,398,490 for Option Year 2. The updated Clause B.9 includes \$802,520 for Wage Determination and Collective Bargaining Agreement WD/CBA increase that was definitized in Modification 44.</p> <p>2. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.</p> <p>Page Added Page Deleted</p> <p>SECTION B, Clause B.3</p> <p>Continued ...</p> | | | | |

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>3 of 13 (Mod 45) 3 of 13 (Mod 44)</p> <p>SECTION B, Clause B.8</p> <p>Page 10 of 13 (Mod 45) Page 10 of 13 (Mod 43)</p> <p>SECTION B, Clause B.9</p> <p>9 of 20 (Mod 45) 9 of 20 (Mod 44)</p> <p>10 of 20 (Mod 45) 10 of 20 (Mod 44)</p> <p>11 of 20 (Mod 45) 11 of 20 (Mod 44)</p> <p>11 of 20 (Mo 12 of 20 (Mod 44)</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification NNM08AA54C Modification 45</p> <p>Contractor Proposal Number: N/A</p> <p>All other terms and conditions remain unchanged</p> <p>LIST OF CHANGES:</p> <p>New Total Amount for this Award: \$197,233,178.64</p> <p>Obligated Amount for this Modification: \$608,300.00</p> <p>New Total Obligated Amount for this Award: \$42,756,354.56</p> <p>Continued ...</p> | | | | |

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>PR# 4200378266</p> <p>NEW ACCOUNTING CODE ADDED: 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: \$608,300.00</p> <p>FOB: Destination</p> | | | | |

| <u>PERIOD COVERED</u> | <u>LUMP SUM AMOUNT</u> | <u>NTE IDIQ AMOUNT</u> | <u>TOTAL ESTIMATED NOT-TO-EXCEED</u> |
|----------------------------------|------------------------|------------------------|--------------------------------------|
| Base Period: 7/1/08 - 6/30/09 | (b)(4) | \$18,000,000 | (b)(4) |

Total not-to-exceed price for each option year is set forth below:

| <u>PERIOD COVERED</u> | <u>LUMP SUM AMOUNT</u> | <u>NTE IDIQ AMOUNT</u> | <u>TOTAL ESTIMATED NOT-TO-EXCEED</u> |
|------------------------------------|------------------------|------------------------|--------------------------------------|
| Option Year 1 7/1/09 - 6/30/10 | (b)(4) | \$25,000,000 | (b)(4) |
| Option Year 2: 7/1/10 - 6/30/11 | (b)(4) | \$25,000,000 | (b)(4) |
| Option Year 3: 7/1/11 - 6/30/12 | (b)(4) | \$25,000,000 | (b)(4) |
| Option Year 4: 7/1/12 - 6/30/13 | (b)(4) | \$25,000,000 | (b)(4) |

(End of Clause)

B.4 IDIQ ORDERING PROCEDURES

- A. The Contracting Officer shall issue all IDIQ work under this contract. As required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Facility Work Requests (FWRs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of FWRs to request and schedule specific services under \$500,000. All FWRs shall be subject to the review and approval of the Contracting Officer's Technical Representative. Delivery Orders will be issued on OF 347 - Order for Supplies or Services, and FWRs will be issued on Form 199, Facility Work Request.
- B. Emergency requests may be issued by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment J-1, Paragraph 1.6.

(End of Clause)

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 contract, the sum of \$42,756,354.56 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 are allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

| | | | |
|------|-----|--------|-----|
| Date | TBD | Amount | TBD |
|------|-----|--------|-----|

- 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 March 19, 2011.

Pages 7 through 10 redacted for the following reasons:

(b)(4), (b)(4) Schedule of Prices for Lump Sum Work