

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 000056 See Block 16C 4200411568

6. ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) CODE MSFC
 NASA/Marshall Space Flight Center Procurement Office
 Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 URS FEDERAL TECHNICAL SERVICES, INC. 4732 RIGHTOUT ROAD MSFC HUNTSVILLE AL 35812-0001

9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA54C
 10B. DATED (SEE ITEM 13) 05/29/2008
 CODE 3GJDO 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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$240,000.00
 See Schedule

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

E. IMPORTANT: Contractor 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.)
 Total FFP Funds Obligated
 Prev Amt: \$51,073,808.94
 This Mod: \$ 240,000.00
 Total Amt: \$51,313,808.94

Current Lump Sum FFP Value
 Prev Amt: (b)(4)
 This Mod:
 Rev Amt:

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) 10-5-2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA54C/000056

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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 \$93,000,000.00 This Mod: \$ 0.00 Total Amt: NTE \$93,000,000.00</p> <p>Current Total Contract Value Prev Amt: \$155,548,889.63 This Mod: \$ 0.00 Total Amt: \$155,548,889.63</p> <p>A. The purpose of this modification is to to provide incremental funding in the amount of \$240,000.00. Therefore, the obligated amount on this contract is increased by \$240,000.00 (from \$51,073,808.94 to \$51,313,808.94). It is contemplated that funds presently allotted to this contract will cover the work to be performed through October 4, 2011.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>C. The following pages have been deleted and replaced with the slip sheets attached to this contract modification. Vertical lines located on the right side of the page denote the location of the changes.</p> <table border="0"> <tr> <td>Deleted</td> <td>Replaced with</td> </tr> <tr> <td>Section B, Clause B.8</td> <td>Section B, Clause B.8</td> </tr> <tr> <td>Page 10 of 13 (Mod 53)</td> <td>Page 10 of 13 (Mod 56)</td> </tr> </table> <p>PRs 4200411568 - \$240,000.00</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>	Deleted	Replaced with	Section B, Clause B.8	Section B, Clause B.8	Page 10 of 13 (Mod 53)	Page 10 of 13 (Mod 56)				
Deleted	Replaced with										
Section B, Clause B.8	Section B, Clause B.8										
Page 10 of 13 (Mod 53)	Page 10 of 13 (Mod 56)										
032	<p>Funding - CR #1 Obligated Amount: \$240,000.00</p> <p>Accounting Info: 62AS20/6100.2520/62/FC000000/736466.06.02.08.01/00 Continued ...</p>				240,000.00						

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)
	0/2520/62/CASX12012D/361N/1/2 Cost Center: 62AS20 GI Account: 6100.2520 Order: FC000000 WBS Element1: 736466.06.02.08.01 Item Number: 000 Commitment Item: 2520 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$240,000.00				

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 Three, the sum of \$51,313,808.94 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	October 4, 2011	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 through October 4, 2011.