

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 000069		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		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		NASA/Marshall Space Flight Center Jane Thomas/PS21/MDF T: 256-544-7893 jane.l.thomas@nasa.gov Marshall Space Flight Center AL 35812			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JACOBS TECHNOLOGY INC 600 WILLIAM NORTHERN BLVD TULLAHOMA TN 37388-4729		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 07486		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05ABS0C	
				10B. DATED (SEE ITEM 13) 09/28/2005	

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)

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: Mutual Agreement FAR 43.103 (a) (3)
	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.)

The purpose of this modification is to grant the contractor indemnification under Public Law 85-804 (Alt I) (See page 2).

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.

(b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Byron W. Butler
(b)(4)	16B. UNITED STATES OF AMERICA 8/29/09 <i>Byron W. Butler</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 8/28/09

The purpose of this modification is to incorporate clause H.23 “Ares 1-X Avionics Indemnification”, FAR Clause 52.250-1, entitled “Indemnification Under Public Law 85-804, Alternate I (Apr 1984) into the contract in order to provide indemnification for Ares 1-X Avionics.

1. Accordingly, Clause H.23, Ares 1-X Avionics Indemnification, is hereby added to the contract to provide indemnification for Ares 1-X Avionics to Jacobs Technology, Inc. and its major subcontractors. ^{(b)(4)} [REDACTED]
^{(b)(4)} [REDACTED] This indemnification is specific to Task Order 45-010007.
2. FAR Clause 52.250-1, Alternate 1, Indemnification Under Public Law 85-804, is hereby added in full text to Section I of the contract.
3. In consideration of the modification agreed to herein as full and complete equitable adjustment for the changes set forth herein and all claims arising out of or attributable to the issuance of contract changes and/or contractor proposals listed herein, 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 these changes.
4. As a result of this modification, the following page(s) of the contract are hereby deleted and replaced with a new page as indicated below.

<u>Page(s) Deleted</u>	<u>Attached Replacement Added Page(s)</u>
None	Page H-24 (Mod 69) Page I-31, I-32(Mod 69)

5. Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

H.23 ARES 1-X AVIONICS INDEMNIFICATION

For purposes of paragraph (c)(1) of the clause at FAR § 52.250-1, Alternate I (APR 1984), following narrative is the definition of “unusually hazardous risks” as it relates to Ares I-X elements or components and is based upon the current indemnification granted under Space Shuttle contracts, the Space Operations contract, and other Ares 1-X contracts:

- (1) The burning, explosion, or detonation of Ares I-X flight elements or components;
- (2) The uncontrolled or accidental releases or spills of hazardous chemicals or gases;
- (3) The flight or surface impact of Ares I-X flight elements or components or fragments thereof.

Any or all of the risks identified above may result in liability for personal injury or death, loss or damage to, or loss of use of property.

The risk period commences upon integration of the avionics hardware and continues through testing and flight of the Ares I-X Flight elements or components for the U.S. Government or Prime Contractor while located on a U.S. Government installation. The indemnification coverage shall cease upon completion of the Avionics Integration Services task order, including any unilateral or bilateral extensions thereof.

The Government’s agreement to indemnify recognizes under this contract and in accordance with applicable regulations and laws that the contractor is obligated to comply with safety requirements and that there are existing penalties for noncompliance. When a claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the contractor’s principal officials, the contractor shall not be indemnified for (a) Government claims against the contractor (other than those arising through subrogation) or (b) loss or damage affecting the contractor’s property.

The Government’s agreement to indemnify Jacobs Technology, Inc. (JTI) for unusually hazardous risks is subject to the condition that JTI maintains its financial protection programs currently in place and continues to comply with the applicable safety requirements and regulations.

The Government’s agreement to indemnify JTI’s major subcontractor(s), (b)(4) is subject to the condition that each subcontractor continues to comply with applicable safety requirements and regulations and maintain their existing financial protection program, including their existing levels of insurance coverage, such that the Government will not pay claims unless and until their commercial insurance coverage for unusually hazardous risks under their commercial general liability and related excess liability policies are exhausted. JTI will notify the Government of any potential major subcontractor coverage changes in future policy periods. JTI is hereby authorized to flow down indemnification coverage to (b)(4) which complies with the terms and conditions cited within this clause.

I. 25 FAR 52.250-1 Indemnification Under Public Law 85-804 (ALT I) (APR 1984)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing-

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C. 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against-

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
- (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
- (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for-

- (1) Government claims against the Contractor (other than those arising through subrogation); or
- (2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same

provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall-

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are-

(1) Excepted from the release required under this contract's clause relating to allowable cost; and

(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause