

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000089	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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) NASA/Marshall Space Flight Center Jane Thomas/PS21/MDF T: 256-544-7893 jane.l.thomas@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC
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. NNM05AB50C	
		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) Net Increase: \$11,521,870.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification/FAR 52.232-22, Limitation of Funds

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.)

1. The purpose of this modification is to:

(a) Increase funding in the amount of \$11,521,870. Pursuant to FAR Clause 52.232-22, Limitation of Funds, the Total Funds Allotted is changed from \$678,553,681 to \$690,075,551. The funds will provide continued coverage through July 9, 2010.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

*B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

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) Lizette M Kummer
CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Lizette M. Kummer (Signature of Contracting Officer)
	16C. DATE SIGNED 4-30-10

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM05AB50C/000089

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
JACOBS TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged. Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination</p>				

Contract NNM05AB50C
Modification 89

	Subelement	WBS	Cost Center	Fund	Amount	
4200323884	43-030004-00	869021.03.08.01.10	62VP32	CASX22010D	\$ (25,000.00)	deob
4200338832	31-050101-30	432938.09.01.08.10.02	62VP61	CASX22010D	\$ 10,717.00	
	37-060301-30	432938.09.01.08.10.02	62VP61	CASX22010D	\$ 6,611.00	
4200337358	32-040204-CB	432938.08.01.08.05.04	62EV42	CASX22010D	\$ 62,107.00	
	32-040401-50	197009.10.01.01.04	62EV44	EXCX22010D	\$ 50,000.00	
	32-040401-52	724297.20.27.08	62EV44	CASX22010D	\$ 30,000.00	
	32-030103-00	524238.08.01.01.03	62EV31	EXCX22010D	\$ 20,600.00	
	32-030103-01	522632.08.01.01	62EV31	EXCX22010D	\$ 13,000.00	
	32-040307-00	425180.04.01.08	62EV43	EXPX22010D	\$ 156,466.00	
	32-030201-00	197009.10.02.01.02	62EV32	EXCX22010D	\$ 24,500.00	
	32-090304-01	197009.10.01.01.06	62EV93	EXCX22010D	\$ 14,000.00	
4200338609	43-060103-00	378289.04.02.13	62VP61	SCEX22010D	\$ 20,000.00	
	43-050101-10	389018.02.15.03.35	62VP61	SCEX22010D	\$ 2,400.00	
	43-030402-03	401769.06.08.02.04.05	62VP34	EXCX22010D	\$ 12,511.00	
	43-030004-01	953565.01.27	62VP32	EXPX22010D	\$ 100.00	
	43-030004-02	953565.01.27	62VP32	EXPX22010D	\$ 30,000.00	
	32-030225-01	953565.01.27	62VP32	EXPX22010D	\$ 5,826.00	
4200336762	37-060203-02	439906.04.01.06.04.04	62ES61	EXPX22009D	\$ 1,500.00	
	37-030101-00	833011.02.08.01.VP32.09	62ES31	CASX22009R	\$ 393.00	
	37-030101-00	833011.02.08.01.VP27.09	62ES31	CASX22009R	\$ 65,619.00	
	37-020103-02	401769.06.08.02.04.05	62ES21	EXCX22010D	\$ 300,000.00	
	37-050201-02	401769.06.03.03.02.07	62ES52	EXCX22010D	\$ 40,000.00	
	37-040301-01	724297.40.49.08	62ES43	CASX22010D	\$ 55,000.00	
	37-040302-01	724297.40.49.08	62ES43	CASX22010D	\$ 47,000.00	
	37-040302-02	724297.40.49.08	62ES43	CASX22010D	\$ 24,000.00	
	37-040302-03	769347.05.08.16.01.01	62ES43	EXCX22010D	\$ 110.00	
4200338617	30-000002-05	811540.06.08	62ED10	CASX22010D	\$ 2,000.00	
4200338356	48-010404-02	811540.11.03.02.08	62CS40	CASX22010D	\$ 71,960.00	
	48-010404-03	811540.11.03.02.08	62CS40	CASX22010D	\$ 146,540.00	
	48-010404-03	026554.01.06.08	62CS40	EXPX22010D	\$ 400,000.00	
4200338873	37-060203-05	604746.02.22.09.01.01.08	62ES62	EXPX22010D	\$ 35,000.00	
	37-040301-03	522094.08.01.01.03.01	62ES43	EXCX22010D	\$ 112,500.00	
4200339289	30-000005-03	075585.01.01.01.01.08	62ED04	EXPX22010D	\$ 33,000.00	
	37-040205-00	869021.07.08.02.01	62ES42	CASX22010D	\$ 35,500.00	
4200339382	34-040006-00	522632.08.01.01	62EM41	EXCX22010D	\$ 47,000.00	
	34-040006-03	524238.08.01.01.03	62EM41	EXCX22010D	\$ 14,000.00	
	34-010003-20	197009.10.01.01.07	62EM10	EXCX22010D	\$ 11,170.00	
	34-010003-02	197009.10.01.01.07	62EM10	EXCX22010D	\$ 12,820.00	

Contract NNM05AB50C
Modification 89

	34-010001-00	197009.10.01.01.07	62EM10	EXCX22010D	\$ 23,010.00
	34-020002-06	524238.08.01.01.03	62EM20	EXCX22010D	\$ 41,000.00
	34-020002-06	520871.08.01.01.02	62EM20	EXCX22010D	\$ 50,000.00
	34-020002-06	522632.08.01.01	62EM20	EXCX22010D	\$ 14,000.00
	34-020002-69	524238.08.01.01.03	62EM20	EXCX22010D	\$ 14,000.00
	34-030001-08	522094.08.01.01.03.01	62EM32	EXCX22010D	\$ 13,225.00
	34-040005-32	522632.08.01.01	62EM42	EXCX22010D	\$ 15,000.00
4200337859	33-030101-01	522094.08.01.01.03.01	62ER31	EXCX22010D	\$ 66,481.00
	33-030308-25	095240.04.04.22.03.08	62ER33	EXPX22010D	\$ 51,000.00
	33-030308-26	095240.04.04.22.03.08	62ER33	EXPX22010D	\$ 10,000.00
	33-030308-10	095240.04.04.22.03.08	62ER33	EXPX22010D	\$ 1,800.00
	33-040103-00	522094.08.01.01.03.01	62ER41	EXCX22010D	\$ 24,147.00
	33-040223-00	522094.08.01.01.03.01	62ER42	EXCX22010D	\$ 11,035.00
	33-040223-01	522094.08.01.01.03.01	62ER42	EXCX22010D	\$ 5,776.00
	33-040222-05	197009.10.01.01.12	62ER42	EXCX22010D	\$ 8,566.00
	33-040222-04	197009.10.01.01.10	62ER42	EXCX22010D	\$ 1,670.00
	33-040222-02	197009.10.02.01.02	62ER42	EXCX22010D	\$ 56,740.00
	33-050101-01	520871.08.01.01.02	62ER51	EXCX22010D	\$ 76,585.00
	33-050202-02	520871.08.01.01.02	62ER52	EXCX22010D	\$ 20,152.00
	33-040114-01	520871.08.01.01.02	62ER41	EXCX22010D	\$ 15,000.00
	33-040220-EE	095240.04.04.22.03.08	62ER42	EXPX22010D	\$ 5,913.00
	33-030201-02	253225.04.04.40.02.01	62ER32	EXPX22010D	\$ 10,000.00
	33-030201-02	253225.04.04.10.05.08	62ER32	EXPX22010D	\$ 50,000.00
	33-050202-01	522632.08.01.01	62ER52	EXCX22010D	\$ 7,820.00
	33-040223-00	411011.01.01.01.01	62EV33	EXCX22010D	\$ 40,000.00
4200339791	ARES	136905.01.01.08.11	62JP01	EXPX22010D	\$ 9,000,000.00

- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$659,485,373. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through July 9, 2010.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Prev. Mod	This Mod	Revised Total
Total Sum Allotted, exclusive of Fee:	\$648,414,819	\$ 11,070,553	\$659,485,373
Performance Fee Provisional (60%)	(b)(4)		
Award Fee Provisional (40%)	(b)(4)		
Performance Fee Earned	\$ 15,796,026		\$15,796,026
Award Fee Earned	\$ 10,938,204		\$10,938,204
Total Sum Allotted	\$678,553,681	\$ 11,521,870	\$690,075,551

(End of Clause)

[END OF SECTION]