

## **CONTRACT NAS1-98128 (Modifications)**

The following information has been determined to be exempt from disclosure and has been deleted from the contract and contract modifications:

- Subcontracting Plan

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the information in the Subcontracting Plan would discourage future submission of detailed data concerning the company's implementation of their Subcontracting Plan and impair the Government's ability to obtain necessary information in the future as well as cause substantial harm to the competitive position of the company.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE OCT 30 1998	4. REQUISITION/PURCHASE REQ. NO. See block 12	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technogy Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
			10B. DATED (SEE ITEM 13) 11/1/98	
CODE	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)  
See accounting and appropriation data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is X required to sign this document and return 1 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 allow for incremental funding of Fixed priced CLINS 01 & 02 by incorporating the NASA FAR Supplement Clause 1852.232-77 Limitation of Funds (Fixed Price Contract) and add increments of funding for CLIN 02. The amount allotted for CLIN 02 is \$404,250. Accordingly the Contract Schedule is amended as follows:

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) PAUL SENSMEIER, Contract Man	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard C. Shisler
15B. CONTRACTOR/OFFEROR Paul Sensmeier	15C. DATE SIGNED OCT 30 1998
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED OCT 30 1998
(Signature of person authorized to sign)	(Signature of Contracting Officer)

**FILE COPY.**

Section I, I.12, Clauses in Full Text, is amended by adding the following clause:

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989)

(a) Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$ 0 and \$404,250 respectively 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 as they come available.

(b) The Contractor agrees to perform or have performed work on the items 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 that 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 **N/A** for CLIN 01 and **July 31, 1999** for CLIN 02.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the 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 that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these

2. B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 \$162,891. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$13,031 is obligated under this contract for payment of fee.

CONTRACT SUMMARY

	CLIN 3 MAX <u>Est Cost</u>	CLIN 3 MAX <u>Incentive fee</u>	CLIN 3 MAX <u>Cost &amp; Fee</u>	CLIN 1 MAX <u>Fixed Price</u>	CLIN 2 Firm <u>Fixed</u>	CLIN 3 <u>Funding</u>	CLIN 1 <u>Funding</u>	CLIN 2 <u>Funding</u>
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
MOD. 1	0	0	0	0	0	0	0	404,250
MOD. 2	0	0	0	0	0	100,000	0	0
<b>TOTAL</b>	<b>\$1,157,400</b>	<b>\$92,600</b>	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$456,750</b>	<b>\$175,922*</b>	<b>0</b>	<b>\$404,250</b>

\*Includes \$162,891 for cost and \$13,031 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 2		3. EFFECTIVE DATE 11/3/98		4. REQUISITION/PURCHASE REQ. NO. See block 12	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	

National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	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)  
P/R :GI.2499; M3523; \$100,000 obligated complete

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
XX	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)

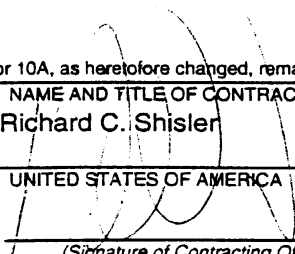
**E. IMPORTANT:** Contractor is X required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to add incremental funding to CLIN 03 of the contract. Accordingly the Contract Schedule is amended as follows:

1. Section B, B.5, Contract Funding, is hereby replaced by the following to reflect additional funding in the amount of \$100,000 of which \$92,593 is added to cost and \$7,407 is added to Fee.

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) Richard C. Shisler	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/3/98

**FILE COPY**

2. B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 \$162,891. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.
- (b) An additional amount of \$13,031 is obligated under this contract for payment of fee.

CONTRACT SUMMARY

	<u>CLIN 3 MAX Est Cost</u>	<u>CLIN 3 MAX Incentive fee</u>	<u>CLIN 3 MAX Cost &amp; Fee</u>	<u>CLIN 1 MAX Fixed Price</u>	<u>CLIN 2 Firm Fixed</u>	<u>CLIN 3 Funding</u>	<u>CLIN 1 Funding</u>	<u>CLIN 2 Funding</u>
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
MOD. 1	0	0	0	0	0	0	0	404,250
MOD. 2	0	0	0	0	0	100,000	0	0
<b>TOTAL</b>	<b>\$1,157,400</b>	<b>\$92,600</b>	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$456,750</b>	<b>\$175,922*</b>	<b>0</b>	<b>\$404,250</b>

\*Includes \$162,891 for cost and \$13,031 for fee

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>3</b>		3. EFFECTIVE DATE <b>11/23/98</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See block 12</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			

National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1- 98128</b>
			10B. DATED (SEE ITEM 13) <b>11/1/98</b>
CODE	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)  
See accounting and appropriation data on last page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.**

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

A. The purpose of this modification is to reallocate funding amongst CLINs 1, 2 and 3 of this contract as follows:

- \$60,000 obligated to fund CLIN 03 under PR GGI.2111 is reallocated from CLIN 03 to CLIN 01 for Task 1004.
- \$14,750 obligated under PR GGK.1392 is reallocated from CLIN 03 to CLIN 02.
- \$1,172 obligated under PR GGL.1329 is reallocated from CLIN 03 to CLIN 02.
- \$9,250 obligated to fund CLIN 02 under PR GGK.1465 is reallocated from CLIN 02 to CLIN 03 for Task 3026.

Continued on Next Page

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) <b>Paul Sensmeier, Contract Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Michael T. Stubbs, CPOM</b>	
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>11/23/98</b>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>11/23/98</b>

**FILE**

5. Section B, B.5, Contract Funding, is hereby replaced by the following to reflect the changes in funding reflected in items 1-4 above:

**B.5 CONTRACT FUNDING (NASA 18-52.232-81) (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 (CLIN 03) is \$100,510. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$8,740 is obligated under this contract for payment of fee.

6. Section I, I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect the changes in funding reflected in items 1-4 above:

a. Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$60,000 and \$410,922 respectively 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 as they come available."

b. Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **August 31, 1999** for CLIN 02."

**CONTRACT SUMMARY**

	CLIN 3 MAX Est Cost	CLIN 3 MAX Incentive fee	CLIN 3 MAX Cost & Fee	CLIN 1 MAX Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	(66,672)	60,000	6,672
<b>TOTAL</b>	<b>1,157,400</b>	<b>92,600</b>	<b>1,250,000</b>	<b>1,000,000</b>	<b>456,750</b>	<b>109,250</b>	<b>60,000</b>	<b>410,922</b>

\*Includes \$100,510 for cost and \$8,740 for fee

Accounting & Appropriation Data:

All PR's previously obligated under Modifications 1 and 2.



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

4

3. EFFECTIVE DATE

11/24/98

4. REQUISITION/PURCHASE REQ. NO.

See Block 12

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Sverdrup Technology, Inc.  
Technology Group  
600 William Northern Boulevard  
Tullahoma, TN 37388

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1-98128(c)

X

10B. DATED (SEE ITEM 13)

11-1-98

CODE

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)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)

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.

X

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)

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

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

A. The purpose of this modification is to incrementally fund CLIN 03. Therefore, the subject contract is hereby amended as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$135,210, of which \$124,393 is allocated for cost, and \$10,817 is allocated for fee:

*Continued on Next Page*

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)

Michael T. Stubbs, CPCM

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY  (Signature of Contracting Officer)

11/24/98

**FILE**

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (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 (CLIN 03) is \$224,903. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.
- (b) An additional amount of \$19,557 is obligated under this contract for payment of fee."

Accounting & Appropriation Data:

<u>Purchase Request #</u>	<u>Job Order</u>	<u>Amount</u>	<u>Obligation Status</u>
GGI.2116	C261301	8,000.00	Complete
GGI.2117	C371401	3,300.00	Complete
GGI.2118	C295709	100,000.00	Complete
GGK.1497	C474701	630.00	Complete
GGK.1498	C261201	5,000.00	Complete
GGK.1499	C473001	4,280.00	Complete
GGK.1502	C262701	<u>14,000.00</u>	Complete
TOTAL:		\$135,210.00	

CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN 03 Funding *	CLIN 01 Funding	CLIN 02 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$ 0	\$ 0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	(66,672)	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
TOTAL	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$244,460	\$60,00.00	\$410,922

\*Includes \$224,903 for cost and \$19,557 for fee

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 5
3. EFFECTIVE DATE 12-15-98
4. REQUISITION/PURCHASE REQ. NO. See Block 12
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-2199
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No Street, County, State and ZIP Code)
Sverdrup Technology, Inc.
Technology Group
600 William Northern Boulevard
Tullahoma, TN 37388
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1-98128
10B. DATED (SEE ITEM 13)
11-1-98

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Last Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) 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)

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

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

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby amended as follows:
1. Section B, B.5, Clause 1852.232-81 Contract Funding - substitute the following amended text to reflect additional funding in the amount of \$55,208, of which \$50,791 is allocated for cost, and \$4,417 is allocated for fee.

(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)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
MICHAEL T. STUBBS, CPCM
16B. UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)
16C. DATE SIGNED
12-15-98

FILE

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (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 (CLIN 03) is \$275,694. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.
- (b) An additional amount of \$23,974 is obligated under this contract for payment of fee."

2. Section I, I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$120,893 on CLIN 01 as follows:

- a. Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$180,893 and \$410,922 respectively 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 as they come available."
- b. Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until N/A for CLIN 01 and **August 31, 1999** for CLIN 02."

Accounting & Appropriation Data:

<u>Purchase Request #</u>	<u>Job Order</u>	<u>Amount</u>	<u>Obligation Status</u>
GGK.1509	C202001	3,656.00	Complete
	C457401	32,058.00	Complete
	C976001	120,893.00	Complete
	C473001	19,494.00	Complete
TOTAL:		\$176,101.00	

## CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN 03 Funding *</u>	<u>CLIN 01 Funding</u>	<u>CLIN 02 Funding</u>
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$ 0	\$ 0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
<b>TOTAL</b>	<u>\$1,157,400</u>	<u>\$92,600</u>	<u>\$1,250,000</u>	<u>\$1,000,000</u>	<u>\$456,750</u>	<u>\$299,668</u>	<u>\$180,893</u>	<u>\$410,922</u>

\*Includes \$275,694 for cost and \$23,974 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE 12-17-98	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13) <b>11-1-98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.
X	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)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

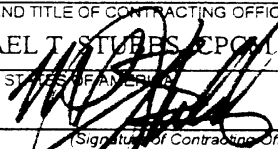
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby amended as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding - substitute the following amended text to reflect additional funding in the amount of \$163,050, of which \$150,006 is allocated for cost, and \$13,044 is allocated for fee.

(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) <b>MICHAEL T. STUBBS, EPCOM</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>12-17-98</b>
(Signature of person authorized to sign)		BY 	(Signature of Contracting Officer)

FILE

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (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 (CLIN 03) is \$425,700. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.
- (b) An additional amount of \$37,018 is obligated under this contract for payment of fee."

2. Section I, I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$149,240 on CLIN 01 as follows:

- a. Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$330,133 and \$410,922 respectively 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 as they come available."
- b. Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until N/A for CLIN 01 and August 31, 1999 for CLIN 02."

Accounting & Appropriation Data:

<u>Purchase Request #</u>	<u>Job Order</u>	<u>Amount</u>	<u>Obligation Status</u>	<u>Task Numbers</u>
GG.1074	M3523	50,000	complete	3053, 3054, 3068
GGH.1740	C976001	132,902	complete	1001
GGI.2120	M3523	7,031	complete	1006
GGK.1503	M3869	9,307	complete	1005
GGK.1505	C295709	100,000	complete	3018, 3073, 3075
GGK.1506	M3357	1,850	complete	3008
GGK.1507	M3523	10,000	complete	3009
GGK.1508	H15192	1,200	complete	3065
TOTAL:		\$312,290		



## CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN 03 Funding *</u>	<u>CLIN 01 Funding</u>	<u>CLIN 02 Funding</u>
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$ 0	\$ 0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
<b>TOTAL</b>	<b>\$1,157,400</b>	<b>\$92,600</b>	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$456,750</b>	<b>\$462,718</b>	<b>\$330,133</b>	<b>\$410,922</b>

\*Includes \$425,700 for cost and \$37,018 for fee

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE		PAGE 1	OF 3	PAGE(S) 3
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE 1-19-99	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)

6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13) <b>11-1-98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

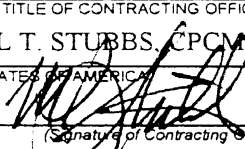
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby amended as follows:

1. Section B. B.5. Clause 1852.232-81 Contract Funding - substitute the following amended text to reflect additional funding in the amount of \$21,428, of which \$19,154 is allocated for cost, and \$2,274 is allocated for fee.

(CONTINUED)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MICHAEL T. STUBBS, CPCM</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>JAN 19 1999</b>

**FILE**

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (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 (CLIN 03) is \$444,854. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.
- (b) An additional amount of \$39,292 is obligated under this contract for payment of fee."

2. Section I, I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$8,742 on CLIN 01 as follows:

- a. Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$338,875 and \$410,922 respectively 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 as they come available."
- b. Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until N/A for CLIN 01 and **August 31, 1999** for CLIN 02."

Accounting & Appropriation Data:

<u>Purchase Request #</u>	<u>Job Order</u>	<u>Amount</u>	<u>Obligation Status</u>	<u>Task Numbers</u>
GGK.1516	R22625	8,742	complete	1007
GG.1062	R23829	1,328	complete	3082
GI.2149	H15191	1,000	complete	3056
GGK.1512	C262701	18,400	complete	3067
GGK.1514	A5252	700	complete	3083
TOTAL:		\$30,170		

CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN 03 Funding *</u>	<u>CLIN 01 Funding</u>	<u>CLIN 02 Funding</u>
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$ 0	\$ 0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
<b>TOTAL</b>	<b>\$1,157,400</b>	<b>\$92,600</b>	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$456,750</b>	<b>\$484,146</b>	<b>\$338,875</b>	<b>\$410,922</b>

\*Includes \$444,854 for cost and \$39,292 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT IS 605X	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE 2-18-99	4. REQUISITION/PURCHASE REQ NO See block 12	5. PROJECT NO (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (if other than item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 11/1/98

**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 6 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 specified hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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 data, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is X required to sign this document and return 1 copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN's 01, 02 and 03, and to transfer \$14,750 (GGK. 1362) and \$1,172 (GGL. 1329) from CLIN 02 to 03. Therefore, the subject contract is hereby amended as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding - substitute the following amended text to reflect additional funding in the amount of \$88,422, of which \$61,108 is allocated for cost, and \$5,314 is allocated for fee

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.

13A. NAME AND TITLE OF SIGNER (Type or Print) PAUL SENSMEIER, CONTRACT MANAGER	13B. DATE SIGNED 2/18/99	13C. UNITED STATES OF AMERICA BY Richard C. Shisler	13D. DATE SIGNED 2-18-99
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**FILE COPY.**

"2. B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$508,523. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$44,045 is obligated under this contract for payment of fee."

2. Section 1, 1.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$7,000 on CLIN 01 and \$45,828 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$345,875 and \$458,750 respectively 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until N/A for CLIN 01 and September 30, 1999 for CLIN 02."

Accounting & Appropriation Data:

<u>Purchase Request #</u>	<u>Job Order</u>	<u>Amount</u>	<u>Obligation Status</u>	<u>Task Numbers</u>
GGK.1520/CLIN 01	R23823	1,000	Complete	1014
GGK.1521/CLIN 01	M3023	1,000	Complete	1013
GGK.1522/CLIN 01	M3523	1,000	Complete	1012
GGK.1523/CLIN 01	R23849	2,000	Complete	1010,1011
GGK.1526/CLIN 01	M3023	1,000	Complete	1015
GGK.1529/CLIN 01	M1752	1,000	Complete	1016
GGK.1527/CLIN 02	M3523	81,750	Complete	2001
GGK.1518/CLIN 03	M3523	50,000	Complete	INSP.SERV.
GGK.1528/CLIN 03	H15329	500	Complete	3085
TOTAL:		\$119,250		

## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Base	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$458,750	\$78,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-88,872	60,000	8,872
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	183,060	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	68,422	7,000	45,828
<b>Total</b>	<b>\$1,157,400</b>	<b>\$92,600</b>	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$458,750</b>	<b>\$550,560</b>	<b>\$346,876</b>	<b>\$458,750</b>

\*Includes \$508,523 for cost and \$44,045 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   3
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2. AMENDMENT/MODIFICATION NO. 9	3. EFFECTIVE DATE <b>MAR 05 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

**E. IMPORTANT:** Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

- 1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$198,517, of which \$182,636 is allocated for cost, and \$15,881 is allocated for fee.

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) Richard C. Shisler		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>MAR 05 1999</b>
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

FILE



“B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$689,159. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$59,926 is obligated under this contract for payment of fee.”

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$23,589 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$369,464 and \$456,750 respectively 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 as they come available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **September 30,1999** for CLIN 02.”

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG.1351	R23042	\$1,000.00	Complete	1018
GG.1353	M3523	\$4,539.00	Complete	1012
GG.1357	M3523	\$4,256.00	Complete	1013
GG.1373	M3523	\$1,000.00	Complete	1019
GG.1392	R23849	\$1,000.00	Complete	1020
GG.1410	M1752	\$5,050.00	Complete	1016
GG.1426	R23998	\$6,744.00	Complete	1014
GGK.1518	C295307	\$14,000.00	Complete	3003
GGK.1532	C295803	\$130,726.00	Complete	3031
GGK.1533	H15329	\$10,000.00	Complete	3090
GGK.1534	M3523	\$20,000.00	Complete	3044,3047,3071
GGK.1535	C261201	\$16,791.00	Complete	3087
<u>GGK.1539</u>	<u>C262701</u>	<u>\$7,000.00</u>	<u>Complete</u>	<u>3070</u>
TOTAL:		\$222,106.00		

## CONTRACT SUMMARY

Action	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>198,517</u>	<u>23,589</u>	<u>0</u>
Total	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$749,085*	\$369,465	\$456,750

\*Includes \$689,159 for cost and \$59,926 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE <b>MAR 29 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1- 98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>

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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

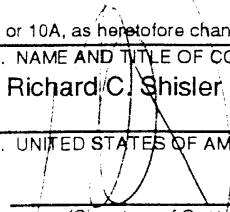
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

- Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$79,000, of which \$72,680 is allocated for cost, and \$6,320 is allocated for fee.

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) <b>Richard C. Shisler</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>MAR 29 1999</b>

**FILE**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$761,839. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$66,246 is obligated under this contract for payment of fee."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$294,764 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$664,228 and \$456,750 respectively 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **September 30,1999** for CLIN 02."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG.1403	M3523	\$7,284.00	Complete	1015
GG.1484	M3978	\$1,000.00	Complete	1023
GG.1485	M3525	\$1,000.00	Complete	1025
GG.1487	M3977	\$4,380.00	Complete	1019
GG.1522	M3660	\$1,000.00	Complete	1028
GG.1527	R23746	\$1,000.00	Complete	1029
GG.1528	M3523	\$1,000.00	Complete	1030
GGI.2130	C976001	\$62,754.00	Complete	1009
GGK.1542	C976001	\$346.00	Complete	1003
GGK.1544	C976001	\$25,000.00	Complete	1008
GGK.1544	C976003	\$190,000.00	Complete	1008
GGK.1540	C479301	\$33,000.00	Complete	3035
GGK.1541	C265701	\$31,000.00	Complete	3030
<u>GGK.1543</u>	<u>C262701</u>	<u>\$15,000.00</u>	<u>Complete</u>	<u>3070</u>
TOTAL:		\$373,764.00		

CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Total	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$828,085*	\$664,228	\$456,750

\*Includes \$761,839 for cost and \$66,246 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE <b>APR 23 1999</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technonogy Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
			10B. DATED (SEE ITEM 13) 11/1/98	
CODE	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)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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: <b>MUTUAL AGREEMENT</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is required to sign this document and return 3 copies to the issuing office.

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

The purposes of this modification are to increase the Maximum Fixed Price for CLIN 01 for the Base Year by \$250,000, and correspondingly, reduce the Maximum CPIF for CLIN 03 for the Base Year by \$250,000; to revise the Maximum Order Quantities for CLIN 01 and CLIN 03; and to clarify contract clause 52.216-22 entitled "Indefinite Quantity." Therefore, the following changes are hereby made to the contract:

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) PAUL SENSMEIER, HAMPTON OFFICE MGR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSEMARY C. FROEHLICH	
15B. CONTRACTOR/OFFEROR Paul Sensmeier (Signature of person authorized to sign)	15C. DATE SIGNED 4/22/99	16B. UNITED STATES OF AMERICA BY Rosemary C Froehlich (Signature of Contracting Officer)	16C. DATE SIGNED 4-23-99

**FILE**

- A. Standard Form 252, Block 7, Contract Amount, the "Maximum Fixed Price" for CLIN 01 for the Base Year is hereby increased by \$250,000, from "\$1,000,000" to "\$1,250,000," and the "Maximum CPIF" for CLIN 03 for the Base Year is hereby reduced by \$250,000, from "\$1,250,000" to "\$1,000,000." Therefore, the "Total Contract Amount" for the Base Year remains unchanged at "\$2,706,750."
- B. Section B.4, "Minimum and Maximum Order Quantities, CLIN 01 and CLIN 03," is hereby revised to read as follows:
- “(a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$1,250,000, respectively.  
 (b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$1,000,000, respectively.”
- C. Section I.1, "Listing of Clauses Incorporated by Reference," FAR Clause 52.216-22 is hereby revised to read as follows:
- “Indefinite Quantity (OCT 1995) [Insert "October 31, 2000" for the blank in paragraph (d)]”
- D. All other terms and conditions remain unchanged and both parties agree that this is a complete and final equitable adjustment for all requirements described in this modification.

\*\*\*\*\*

CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$828,085*	\$664,228	\$456,750

\*Includes \$761,839 for cost and \$66,246 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1      3	
		2. AMENDMENT/MODIFICATION NO. 12		3. EFFECTIVE DATE APR 28 1999	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		4. REQUISITION/PURCHASE REQ. NO. See block 12		5. PROJECT NO. (If applicable)	
CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE				9B. DATED (SEE ITEM 11)	
FACILITY CODE		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
				10B. DATED (SEE ITEM 13) 11/1/98	

**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;
- (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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$35,000, of which \$35,000 is allocated for cost, and \$0 is allocated for fee.

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) Richard C. Shisler	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED APR 28 1999

**FILE**



"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$796,839. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$66,246 is obligated under this contract for payment of fee."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$220,300 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$884,528 and \$456,750 respectively 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **September 30,1999** for CLIN 02."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG.1570	R20033	\$1,000.00	Complete	1033
GG.1621	M3978	\$8,614.00	Complete	1023
GG.1630	M3660	\$49,800.00	Complete	1025
GG.1649	M3523	\$1,000.00	Complete	1034
GG.1650	M3852	\$1,000.00	Complete	1035
GGH.1754	C976001	\$6,916.00	Complete	1001
GGK.1548	C976005	\$30,000.00	Complete	1026
GGK.1552	C976001	\$114,000.00	Complete	1017
GGK.1554	R23957	\$7,970.00	Complete	1031
<u>GGK.1550</u>	<u>C265701</u>	<u>\$35,000.00</u>	<u>Complete</u>	<u>3091</u>
TOTAL:		\$255,300.00		

## CONTRACT SUMMARY

Action	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$863,085*	\$884,528	\$456,750

\*Includes \$796,839 for cost and \$66,246 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE <b>MAY 27 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
			10B. DATED (SEE ITEM 13) 11/1/98	
CODE	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)

See Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$23,072, of which \$23,072 is allocated for cost, and \$0 is allocated for fee.

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) Rosemary C. Froehlich	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Rosemary C. Froehlich</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-27-99
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**FILE**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$819,911. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$66,246 is obligated under this contract for payment of fee."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended to reflect additional funding in the amount of \$44,807 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$929,335 and \$456,750 respectively 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **October 31, 1999** for CLIN 02."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG.1656	M3523	\$1,000.00	Complete	1037
GG.1676	M3523	\$1,000.00	Complete	1039
GG.1677	M3523	\$1,000.00	Complete	1038
GG.1694	M3660	\$11,723.00	Complete	1028
GG.1695	R23030	\$3,265.00	Complete	1018
GG.1696	M3523	\$4,068.00	Complete	1027
GG.1703	R20033	\$5,777.00	Complete	1033
GG.1705	M1758	\$1,000.00	Complete	1040
GG.1718	M3993	\$9,974.00	Complete	1030
GGK.1558	M3862	\$6,000.00	Complete	1017
GGK.1561	C265801	\$7,590.00	Complete	3094
<u>GGK.1563</u>	<u>C265901</u>	<u>\$15,482.00</u>	<u>Complete</u>	<u>3092, 3093</u>
TOTAL:		\$67,879.00		

CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN 03 <u>Funding</u>	CLIN 01 <u>Funding</u>	CLIN 02 <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$886,157*	\$929,335	\$456,750

\*Includes \$819,911 for cost and \$66,246 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. <b>14</b>	3. EFFECTIVE DATE <b>JUN 23 1999</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See block 12</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001</b>		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1- 98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>

**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 Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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.
X	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)

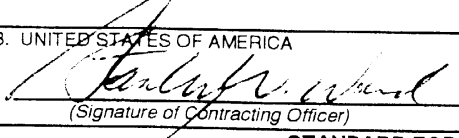
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

- Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$11,602, of which \$11,000 is allocated for cost, and \$602 is allocated for fee.

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) <b>STANLEY W. WARD</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>6/23/99</b>
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

FILE

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$830,911. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting officer.

(b) An additional amount of \$66,848 is obligated under this contract for payment of fee."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$83,499 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,012,834 and \$456,750 respectively 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **N/A** for CLIN 01 and **October 31, 1999** for CLIN 02."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG.1752	M3992	\$5,574.00	Complete	1037
GG.1763	R24007	\$1,000.00	Complete	1043
GG.1775	M3994	\$6,249.00	Complete	1034
GG.1781	M3847	\$1,000.00	Complete	1042
GG.1800	M3852	\$17,983.00	Complete	1035
DSL.1439	R21885	\$2,336.00	Complete	1041
DSL.1439	R24287	\$9,000.00	Complete	1041
DSL.1439	R22851	\$5,064.00	Complete	1041
GGH.1755	C457401	\$840.00	Complete	1032
GGK.1569	R22966	\$15,000.00	Complete	1036
GGK.1569	R23938	\$16,500.00	Complete	1036
GGK.1569	R24021	\$2,953.00	Complete	1036
GGK.1566	C265901	\$6,602.00	Complete	3095
<u>GGK.1578</u>	<u>R22987</u>	<u>\$5,000.00</u>	<u>Complete</u>	<u>3096</u>
TOTAL:		\$95,101.00		

CONTRACT SUMMARY

Action	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$897,759*	\$1,012,834	\$456,750

\*Includes \$830,911 for cost and \$66,848 for fee



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE <b>JUL 16 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$10,460, of which \$10,000 is allocated for cost, and \$460 is allocated for fee.

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) ROSEMARY C. FROEHLICH
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 7-16-99
(Signature of person authorized to sign)	BY <i>Rosemary C Froehlich</i> (Signature of Contracting Officer)

FILE

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$840,911. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$67,308 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$49,632 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,062,466 and \$456,750, respectively, 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 31, 1999** for CLIN 02 and as set forth in individual Task Orders for CLIN 01."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
GG. 1812	R23816	\$1,000	Complete	1045
GG. 1830	R23746	\$5,158	Complete	1029
GGK.1575	C976001	\$1,577	Complete	1003
RFR.1001	A5087	\$6,897	Complete	1045
RFS.1002	M3117	\$35,000	Complete	1047
GG.1829	R20033	\$3,360	Complete	3101
GGJ.1457	M3697	\$6,000	Complete	3100
<u>GGK.1577</u>	<u>M1783</u>	<u>\$1,100</u>	<u>Complete</u>	<u>3097</u>
TOTAL:		\$60,092.00		

## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$908,219*	\$1,062,466	\$456,750

\*Includes \$840,911 for cost and \$67,308 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE AUG 13 1999	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (if other than item 6)	CODE	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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: <b>MUTUAL AGREEMENT</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT: Contractor is not required to sign this document and return 3 copies to the issuing office.**

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

A. The purpose of this modification is to deobligate \$1,000 from the funding for CLIN 01, and to incrementally fund CLIN 01 by an additional \$11,077, resulting in a net increase of \$10,077 in funding for CLIN 01. Therefore, the subject contract is hereby revised as follows:

(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) PAUL SENSMEIER, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSEMARY C. FROELICH
15B. CONTRACTOR/OFFEROR Paul Sensmeier (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY Rosemary C Froelich 8-13-99 (Signature of Contracting Officer)
16C. DATE SIGNED 8/11/99	16D. DATE SIGNED

FILE

1. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$10,077 on CLIN 01 as follows:

Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,072,543 and \$456,750, respectively, 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 as they come available."

Accounting & Appropriation Data:

<b>PR Number</b>	<b>JO Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
RCE.1007	R22851	\$1,200	Complete	1041
RFO.1000	C473001	\$8,881	Complete	1044
RFP.1001	C976001	\$838	Complete	1009
RFS.1020	R23746	\$378	Complete	1029
<u>GG.1763</u>	<u>R24007</u>	<u>(\$1,000)</u>	<u>Complete</u>	<u>1043</u>
<b>TOTAL:</b>		<b>\$10,077</b>		

### CONTRACT SUMMARY

Action	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,628
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
<b>Total</b>	<b>\$925,900</b>	<b>\$74,100</b>	<b>\$1,000,000</b>	<b>\$1,250,000</b>	<b>\$456,750</b>	<b>\$908,219*</b>	<b>\$1,072,543</b>	<b>\$456,750</b>

\*Includes \$840,911 for cost and \$67,308 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE SEP 03 1999	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98
CODE	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)  
See Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

1. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$15,509, of which \$14,209 is allocated for cost, and \$1,300 is allocated for fee.

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) ROSEMARY C. FROEHLICH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Rosemary C. Froehlich</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9-3-99
(Signature of person authorized to sign)			

**FILE**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$855,120. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$68,608 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$1,000 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,073,543 and \$456,750, respectively, 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 31, 1999** for CLIN 02 and as set forth in individual Task Orders for CLIN 01."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFS.1043	R22891	\$500	Complete	1043
	R23552	\$500	Complete	1043
RFR.1010	C295803	\$2,796	Complete	3079
RFR.1011	C295709	\$12,000	Complete	3011, 3069,3080-
<u>RFS.1039</u>	<u>R23030</u>	<u>\$713</u>	<u>Complete</u>	<u>3103</u>
TOTAL:		\$16,509		



## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
<b>Total</b>	<b>\$925,900</b>	<b>\$74,100</b>	<b>\$1,000,000</b>	<b>\$1,250,000</b>	<b>\$456,750</b>	<b>\$923,728*</b>	<b>\$1,073,543</b>	<b>\$456,750</b>

\*Includes \$855,120 for cost and \$68,608 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE SEP 13 1999	4. REQUISITION/PURCHASE REQ. NO. GGK.1518	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
			10B. DATED (SEE ITEM 13) 11/1/98	
CODE	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;
- (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)**

PR: GGK.1518; JO: C295037; Amount: Deobligate (\$10,000) (complete)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to deobligate funding for CLIN 03, Task No. 3003. Therefore, the subject contract is hereby revised as follows:

Section B, B.5, Clause 1852.232-81 Contract Funding - substitute the following amended text to reflect deobligation of funding in the amount of (\$10,000), of which (\$9,259) is deobligated from cost, and (\$741) is deobligated from fee.

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) PAUL SENSMEIER, HAMPTON OFFICE MGR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSEMARY C. FROEHLICH	
15B. CONTRACTOR/OFFEROR Paul Sensmeier (Signature of person authorized to sign)	15C. DATE SIGNED 9/13/99	16B. UNITED STATES OF AMERICA BY Rosemary C. Froehlich (Signature of Contracting Officer)	16C. DATE SIGNED 9-13-99

**FILE**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$845,861. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$67,867 is obligated under this contract for payment of fee for CLIN 03."

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Total	\$925,900	\$74,100	\$1,000,000	\$1,250,000	\$456,750	\$913,728*	\$1,073,543	\$456,750

\*Includes \$845,861 for cost and \$67,867 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE <b>SEP 24 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98

**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;
- (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 Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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) <b>FAR Clause 52.217-9, Option to Extend the Term of the Contract (MAR 1989)</b>

**E. IMPORTANT:** Contractor is not 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.)

The purposes of this modification are to exercise Option Year One, to add incremental funding to the contract, and to update contract Exhibit D—Wage Determination and Collective Bargaining Agreement (CBA). Therefore, the subject contract is hereby revised as follows:

(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) ROSEMARY C. FROEHLICH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Rosemary C. Froehlich</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4-24-99
(Signature of person authorized to sign)			

**FILE**

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a) is hereby revised to read as follows:

"The total fixed price for CLIN 02 is \$915,399."

2. Section B, Paragraph B.4, MINIMUM AND MAXIMUM ORDER QUANTITIES, CLIN 01 AND CLIN 03, is hereby revised to read as follows:

"(a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$3,050,000, respectively.  
(b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$2,250,000, respectively."

3. Section B, Paragraph B.6, Labor Categories, the "CLIN 01-FULLY BURDENED LABOR RATES FOR YEAR 1" and "CLIN 03-LABOR RATES FOR YEAR 1 (Excluding Fee)" are replaced, commencing November 1, 1999, by the rates for Year 2 provided in contract Section H, Paragraph H.12, Options.

4. Section F, Paragraph F.2, Period Of Performance, is hereby revised to read as follows:

"The period of performance of this contract shall be 24 months from the effective date of the contract."

5. Section I, Paragraph I.1, Listing of Clauses Incorporated by Reference," FAR Clause 52.216-22 is hereby revised to read as follows:

"Indefinite Quantity (OCT 1995) [Insert "October 31, 2001" for the blank in paragraph (d)]"

6. Section I, Paragraph I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$809,000 on CLIN 01 and additional funding in the amount of \$254,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,882,543 and \$710,750, respectively, 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until **May 16, 2000** for CLIN 02 and as set forth in individual Task Orders for CLIN 01."

7. Exhibit D, "Register of Wage Determination and Fringe Benefits #94-2544, Rev 16, Sept. 29, 1998 and Collective Bargaining Agreement between Sverdrup Technology, Inc. and International Brotherhood of Electrical Workers, AFL-CIO, Feb. 29, 1996, 35 pages" is here replaced by the attached revised Exhibit D, "Register of Wage Determination and Fringe Benefits #94-2544, Rev 18, June 3, 1999 and Collective Bargaining Agreement between Sverdrup Technology, Inc. and International Brotherhood of Electrical Workers, AFL-CIO, March 1, 1999, 38 pages."

Attachment

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFS.1059	C976012	\$152,300	Complete	1051
	C976012	\$154,500	Complete	1052
	C976012	\$152,500	Complete	1053
	C976003	\$349,700	Complete	1048
RFS.1058	C976012	<u>\$254,000</u>	Complete	2001
TOTAL:		\$1,063,000		

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	<u>1,157,400</u>	<u>92,600</u>	<u>1,250,000</u>	<u>1,800,000</u>	<u>458,649</u>	<u>0</u>	<u>809,000</u>	<u>254,000</u>
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$915,399	\$913,728*	\$1,882,543	\$710,750

\*Includes \$845,861 for cost and \$67,867 for fee

OMB Approval #: 27...

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE <b>NOV 15 1999</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (Code)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	FACILITY CODE		

**NOV 18 1998**

**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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(May 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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.)

The purpose of this modification is to revise the total fixed price for CLIN 2 and to update the table entitled "CLIN 01-Fully Burdened Labor Rates for Year 2" in Paragraph B.6, Labor Categories, to reflect the adjustments resulting from the new Wage Determination and Collective Bargaining Agreement incorporated into the contract by Modification No. 19. Therefore, the following changes are hereby made to the contract:

(Continued)

*✓ dno*

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) <b>PAUL SENSMEIER, CONTRACT MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ROSEMARY C. FROELICH</b>	
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>11/12/99</b>	16B. UNITED STATES OF AMERICA BY <i>Rosemary C Froelich</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>11-15-99</b>

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a), the total fixed price for CLIN 02 is hereby increased by \$2,567, from "\$915,399" to "\$917,966."

2. Section B, Paragraph B.6, LABOR CATEGORIES, the table entitled "CLIN 01-FULLY BURDENED LABOR RATES FOR YEAR 2" is hereby replaced by the following table:

CLIN 01-FULLY BURDENED LABOR RATES FOR YEAR 2

Labor Categories	Year 2 Rates	
	Straight/Overtime	
<u>Contractor Site</u>		
Project Manager	90.24	90.24
Senior Engineer/Architect	78.66	78.66
Engineer/Architect	74.13	74.13
Junior Engineer/Architect	57.02	57.02
General Clerk I	20.75	24.88
General Clerk II	25.55	30.63
General Clerk III	31.76	38.08
General Clerk IV	35.50	42.57
Secretary I	26.76	32.23
Secretary II	31.13	37.50
Secretary III	35.65	42.91
Secretary IV	41.70	50.23
Secretary V	43.76	52.71
Word Processor I	28.04	33.54
Word Processor II	31.60	37.81
Word Processor III	35.39	42.33
Drafter I	28.24	33.78
Drafter II	31.76	37.99
Drafter III	39.92	47.75
Drafter IV	48.51	58.03
Engineering Technician IV (Designer I)	52.41	62.98
Engineering Technician V (Designer II)	61.20	73.56
Engineering Technician VI (Designer III)	75.65	90.91
<u>Government Site</u>		
CM/Inspector	51.78	51.78
Supervisor Inspector	46.92	46.92
Secretary I	22.64	28.12
Secretary II	26.34	32.71
Secretary III	30.16	37.43
Secretary IV	35.28	43.82
Secretary V	37.03	45.98
Inspector	42.28	52.70
Radiograph Monitor	22.12	27.47



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CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$913,728*	\$1,882,543	\$710,750

\*Includes \$845,861 for cost and \$67,867 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE <b>NOV 15 1999</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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)

**E. IMPORTANT: Contractor is not 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.)

A. The purpose of this modification is to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

- Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$28,048, of which \$25,970 is allocated for cost, and \$2,078 is allocated for fee.

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) ROSEMARY C. FROEHLICH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Rosemary C Froehlich</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-15-99

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$871,831. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$69,945 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$94,363 on CLIN 01 as follows:

Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$1,976,906 and \$710,750, respectively, 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 as they come available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1023	C976003	\$6,676	Complete	1008
RFR.1030	M4088	\$14,348	Complete	1055
RFS.1073	M3523	\$1,000	Complete	1054
RFS.1076	M3847	\$38,479	Complete	1042
RFS.1077	M3977	\$33,860	Complete	1057
RFR.1016	C371401	\$4,988	Complete	3098
RFR.1022	C265901	\$6,708	Complete	3111
RFR.1025	C202502	\$6,684	Complete	3109
RFR.1026	C265901	\$1,720	Complete	3092
RFR.1029	C265901	\$6,343	Complete	3110
RFS.1093	M4072	<u>\$1,605</u>	Complete	3112
TOTAL:		\$122,411		

CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$941,776*	\$1,976,906	\$710,750

\*Includes \$871,831 for cost and \$69,945 for fee

2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE <b>SEP 15 1995</b>	4. REQUISITION/PURCHASE REQ. NO. DF .1197	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Boeing Commercial Airplane Group MS 76-67/Jim Margrave P.O. Box 3707 Seattle, WA 98124-2207	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-20090
		10B. DATED (SEE ITEM 13) November 12, 1993

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above number 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)  
PR DF .1197; R20702; \$30,000 (Complete) (Task 2, Revision 4)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓) 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)

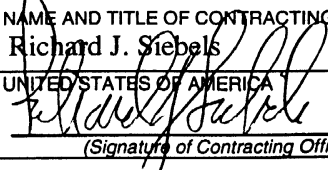
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to allot/obligate an additional \$30,000 in incremental funding. The total amount allotted for the purpose of payment of cost is increased by \$30,000. As a result thereof, Clause B.4.A, Contract Funding--Task Assignments, is deleted in its entirety and the following is substituted in lieu thereof:

(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) Richard J. Siebels
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED <b>SEP 15 1995</b>

"B.4 CONTRACT FUNDING -- TASK ASSIGNMENTS (LaRC 52.232-11)  
 (JUN 1991)

A. In accordance with the 'Limitation of Funds' clause, the amount allotted by the Government to this contract for the purpose of payment of cost, exclusive of fee, is \$4,941,352. This amount is to cover the Government's obligation for performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting Officer.

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Contract Summary

	<u>Amount Through</u> <u>Mod. No. 21</u>	<u>Mod. No. 22</u>	<u>Amount Through</u> <u>Mod. No. 22</u>
Hours	65,000	0	65,000
Est. Cost	\$6,666,550	0	\$6,666,550
Fixed Fee	<u>\$261,050</u>	<u>0</u>	<u>\$261,050</u>
CPFF	\$6,927,600	0	\$6,927,600

Funding Summary

Est. Cost	\$4,911,352	\$30,000	\$4,941,352
Fixed Fee	<u>\$230,400</u>	<u>\$0</u>	<u>\$230,400</u>
CPFF	\$5,141,752	\$30,000	\$5,171,752

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE <b>DEC 20 1999</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98

**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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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) <b>MUTUAL AGREEMENT</b>

**E. IMPORTANT:** Contractor is required to sign this document and return 3 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 delete the requirement for submission of NF533Q by the contractor. Therefore, the following change is hereby made to the contract:

Contract Exhibit C entitled "Contract Documentation Requirements," Section I, Paragraph C entitled "Quarterly Financial Management Report" is hereby deleted.

(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) <b>PAUL SENSMEIER, CONTRACT MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ROSEMARY C. FROEHLICH</b>	
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>12/17/99</b>	16B. UNITED STATES OF AMERICA BY <i>Rosemary Froehlich</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>12-20-99</b>

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$898,061. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$71,845 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amounts of \$233,206 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,233,552 and \$917,966, respectively, 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 as they come available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFO.1017	C976001	\$204,000	Complete	1058
RFR.1041	R23831	\$15,000	Complete	1045
RFS.1141	M3856	\$14,206	Complete	1059
RFR.1043	C265801	\$1,400	Complete	3094
TOTAL:		\$234,606		



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	3

2. AMENDMENT/MODIFICATION NO. <b>24</b>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. <b>See block 12</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1- 98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>

**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 Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

The purposes of this modification are to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$1,400, of which \$1,296 is allocated for cost, and \$104 is allocated for fee.

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) <b>ROSEMARY C. FROEHLICH</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		BY <u>Rosemary C Froehlich</u> <i>(Signature of Contracting Officer)</i> <b>1-18-00</b>	

**FILE COPY**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$896,765. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$71,741 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amounts of \$23,440 on CLIN 01 and \$207,216 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,000,346 and \$917,966, respectively, 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 as they come available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2000 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFO.1014	C976002	\$8,111	Complete	1001
RFR.1031	M3869	\$1,250	Complete	1056
RFS.1106	M3523	\$1,000	Complete	1059
RFS.1119	M3996	\$5,766	Complete	1038
RFS.1120	M3856	\$7,313	Complete	1054
RFR.1040	M2084	\$461,216	Complete	2002
RFR.1033	C295803	\$12,329	Complete	3079
RFS.1107	R24566	\$3,225	Complete	3107
RFR.1039	C474701	\$11,176	Complete	3116
RFS.1058	C976012	<u>(\$254,000)</u>	Complete	2001
TOTAL:		\$257,386		

## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24		0	0	0	0	1,400	233,206	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$969,906*	\$2,233,552	\$917,966

\*Includes \$898,061 for cost and \$71,845 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	3

2. AMENDMENT/MODIFICATION NO. 25		3. EFFECTIVE DATE 2/8/00		4. REQUISITION/PURCHASE REQ. NO. See block 12		5. PROJECT NO. (If applicable)	
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6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	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;
- (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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

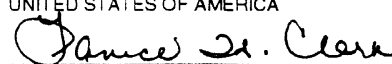
**E. IMPORTANT: Contractor is not required to sign this document and return 0 copies to the issuing office.**

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

The purposes of this modification are to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$82,598, of which \$76,480 is allocated for cost, and \$6,118 is allocated for fee.

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) PANICE H. CLARK	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2/8/00
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**FILE COPY**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$974,541. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$77,963 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$23,749 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,257,301 and \$917,966, respectively, 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 as they come available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1054	R24506	\$2,000	Complete	1048
RFR.1054	R24654	\$2,000	Complete	1048
RFR.1054	R24656	\$7,000	Complete	1048
RFR.1054	R24845	\$2,000	Complete	1048
RFR.1054	R24545	\$2,000	Complete	1048
RFR.1054	R24506	\$2,749	Complete	1048
RFR.1054	R24657	\$6,000	Complete	1048
RFR.1046	C265901	\$2,588	Complete	3093
RFR.1050	C272001	\$40,010	Complete	3117, 3118
RFS.1142	M3523	<u>\$40,000</u>	Complete	3120, 3121, 3122, 3123
TOTAL:		\$106,347		

### CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,052,504	\$2,257,301	\$917,966

\*Includes \$974,541 for cost and \$77,963 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE <b>MAR 01 2000</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)  
The purposes of this modification are to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$93,431, of which \$86,510 is allocated for cost, and \$6,921 is allocated for fee.  
(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) ROSEMARY C. FROEHLICH
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 3-1-00
(Signature of person authorized to sign)	BY <u>Rosemary C. Froehlich</u> (Signature of Contracting Officer)

**FILE COPY**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$1,061,051. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$84,884 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$101,554 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,358,855 and \$917,966, respectively, 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 as they come available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFO.1021	M3820	\$60,048	Complete	1060
RFR.1061	M3856	\$41,506	Complete	1061
RFR.1063	C272301	\$70,564	Complete	3126,3127
RFR.1064	M4110	\$1,985	Complete	3124
RFR.1066	C272501	\$8,430	Complete	3125
RFR.1068	C295803	<u>\$12,452</u>	Complete	3079
TOTAL:		\$194,985		



## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1	0	0	0	0	0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Mod. 26	0	0	0	0	0	93,431	101,554	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,145,935*	\$2,358,855	\$917,966

\*Includes \$1,061,051 for cost and \$84,884 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
		1	2

2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE <b>MAR 09 2000</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98
CODE	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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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: <b>Mutual Agreement</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is required to sign this document and return 3 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 revise the Statement of Work. Therefore, the following is change is hereby made to the contract:

A. Section C-Description/Specifications/Work Statement, Part III-Contractor Tasks, Subpart 2.4 -- Engineering Support-Clin 02, Paragraph 2.4.1 under "Submittal Receipt", the "Date due from Reviewer (5 days after receipt)" is hereby changed to read "Date due from Reviewer (15 days after receipt)."

(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) <b>PAUL SENSMEIER CONTRACT MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ROSEMARY C. FROEHLICH</b>	
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>03/08/00</b>	16B. UNITED STATES OF AMERICA BY <i>Rosemary C Froehlich</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>3-9-00</b>

**EXECUTED BY BOTH PARTIES**

**FILE COPY**

B. All other terms and conditions remain unchanged and both parties agree that this is a complete and final equitable adjustment for all requirements described in this modification.

### CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Mod. 26	0	0	0	0	0	93,431	101,554	0
Mod. 27	0	0	0	0	0	0	0	0
<b>Total</b>	<b>\$2,083,300</b>	<b>\$166,700</b>	<b>\$2,250,000</b>	<b>\$3,050,000</b>	<b>\$917,966</b>	<b>\$1,145,935*</b>	<b>\$2,358,855</b>	<b>\$917,966</b>

\*Includes \$1,061,051 for cost and \$84,884 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   3
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2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE <b>APR 07 2000</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)  
The purposes of this modification are to incrementally fund CLIN's 01 and 03. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$14,400, of which \$13,333 is allocated for cost, and \$1,067 is allocated for fee.  
(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) ROSEMARY C. FROEHLICH
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 4-7-00
(Signature of person authorized to sign)	BY <u>Rosemary C Froehlich</u> (Signature of Contracting Officer)

FILE COPY

**"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$1,074,384. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$85,951 is obligated under this contract for payment of fee for CLIN 03."

2. Section I. I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$22,821 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,381,676 and \$917,966, respectively, 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 as they come available."

**Accounting & Appropriation Data:**

<b>PR Number</b>	<b>JO Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
RFP.1014	R24708	\$1,338	Complete	1009
RFR.1078	R24504	\$5,559	Complete	1064
RFR.1080	M1752	\$6,899	Complete	1065
RFR.1081	M4084	\$7,025	Complete	1062
RFS.1176	M3820	\$1,000	Complete	1066
RFS.1185	M3820	\$1,000	Complete	1069
RFR.1071	C295803	\$12,900	Complete	3031
RFR.1082	C265901	<u>\$1,500</u>	Complete	3111, 3090
<b>TOTAL:</b>		<b>\$37,221</b>		

## CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	— \$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Mod. 26	0	0	0	0	0	93,431	101,554	0
Mod. 27	0	0	0	0	0	0	0	0
Mod. 28	0	0	0	0	0	14,400	22,821	0
<b>Total</b>	<b>\$2,083,300</b>	<b>\$166,700</b>	<b>\$2,250,000</b>	<b>\$3,050,000</b>	<b>\$917,966</b>	<b>\$1,160,335*</b>	<b>\$2,381,676</b>	<b>\$917,966</b>

\*Includes \$1,074,384 for cost and \$85,951 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1      3
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2. AMENDMENT/MODIFICATION NO. 29	3. EFFECTIVE DATE May 10, 2000	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY  National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

CODE	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 Pages 2 & 3

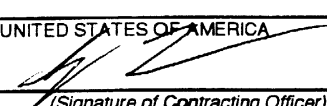
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)  
The purposes of this modification are to incrementally fund CLIN's 01 and 03, and to update contract Exhibit E—List of Government Furnished Property. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$159,308, of which \$147,507 is allocated for cost, and \$11,801 is allocated for fee.  
(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) SANG H. LEE		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5-10-00

FILE COPY

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a), the total fixed price for CLIN 02 is hereby increased by \$2,567, from "\$915,399" to "\$917,966."

2. Section B, Paragraph B.6, LABOR CATEGORIES, the table entitled "CLIN 01-FULLY BURDENED LABOR RATES FOR YEAR 2" is hereby replaced by the following table:

CLIN 01-FULLY BURDENED LABOR RATES FOR YEAR 2

Labor Categories	Year 2 Rates	
	Straight/Overtime	
<b>Contractor Site</b>	<b>Straight/Overtime</b>	
Project Manager	90.24	90.24
Senior Engineer/Architect	78.66	78.66
Engineer/Architect	74.13	74.13
Junior Engineer/Architect	57.02	57.02
General Clerk I	20.75	24.88
General Clerk II	25.55	30.63
General Clerk III	31.76	38.08
General Clerk IV	35.50	42.57
Secretary I	26.76	32.23
Secretary II	31.13	37.50
Secretary III	35.65	42.91
Secretary IV	41.70	50.23
Secretary V	43.76	52.71
Word Processor I	28.04	33.54
Word Processor II	31.60	37.81
Word Processor III	35.39	42.33
Drafter I	28.24	33.78
Drafter II	31.76	37.99
Drafter III	39.92	47.75
Drafter IV	48.51	58.03
Engineering Technician IV (Designer I)	52.41	62.98
Engineering Technician V (Designer II)	61.20	73.56
Engineering Technician VI (Designer III)	75.65	90.91
<b>Government Site</b>	<b>Straight/Overtime</b>	
CM/Inspector	51.78	51.78
Supervisor Inspector	46.92	46.92
Secretary I	22.64	28.12
Secretary II	26.34	32.71
Secretary III	30.16	37.43
Secretary IV	35.28	43.82
Secretary V	37.03	45.98
Inspector	42.28	52.70
Radiograph Monitor	22.12	27.47



CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Action Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0		404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
<b>Total</b>	<b>\$2,083,300</b>	<b>\$166,700</b>	<b>\$2,250,000</b>	<b>\$3,050,000</b>	<b>\$917,966</b>	<b>\$913,728*</b>	<b>\$1,882,543</b>	<b>\$710,750</b>

\*Includes \$845,861 for cost and \$67,867 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	2

2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">30</p>	3. EFFECTIVE DATE <p style="text-align: center;">May 18, 2000</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">N/A</p>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <p style="text-align: center;">National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001</p>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <p style="text-align: center;">NAS1- 98128</p>
		10B. DATED (SEE ITEM 13) <p style="text-align: center;">11/1/98</p>

**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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

**E. IMPORTANT:** Contractor is not 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.)

The purpose of this modification is to revise contract Exhibit C-Contract Documentation Requirements to reflect the new mailstop for submission of Financial Management Reports to the Cost Accounting Office. Therefore, the following change is hereby made to the contract:

(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) <p style="text-align: center;">SANG H. LEE</p>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	5-18-00

FILE COPY

Exhibit C-Contract Documentation Requirements, Section II entitled "Documentation Requirements," Paragraph B, the mailstop for the recipient for letter code C is hereby revised to read as follows:

"C—Cost Accounting, Mail Stop 147"

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CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Mod. 26	0	0	0	0	0	93,431	101,554	0
Mod. 27	0	0	0	0	0	0	0	0
Mod. 28	0	0	0	0	0	14,400	22,821	0
Mod. 29	0	0	0	0	0	159,308	172,794	0
Mod. 30	0	0	0	0	0	0	0	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,319,643*	\$2,554,470	\$917,966

\*Includes \$1,221,891 for cost and \$97,752 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE <b>JUN 08 2000</b>	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY  National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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) <b>MUTUAL AGREEMENT</b>

**E. IMPORTANT:** Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purposes of this modification are to incrementally fund CLIN 03, to deobligate \$33,312 from the funding for CLIN 01, and to incrementally fund CLIN 01 by an additional \$22,119, resulting in a net decrease of \$11,193 in funding for CLIN 01. Therefore, the subject contract is hereby revised as follows:

A. Section B, B.5, Clause 1852.232-81 Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$134,160, of which \$124,222 is allocated for cost, and \$9,938 is allocated for fee.  
(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) <b>PAUL SENSMEIER, CONTRACT MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANG H. LEE
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/8/00
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-8-00

**EXECUTED BY ALL PARTIES  
FILE COPY**

"B.5 CONTRACT FUNDING(NASA 18-52.232-81) (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 (CLIN 03) is \$1,346,113. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting officer.

(b) An additional amount of \$107,690 is obligated under this contract for payment of fee for CLIN 03."

B. Section I, I.12, LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect a net **decrease** in funding in the amount of \$11,193 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,543,277 and \$917,966, respectively, 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 as they come available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1099	C976015	\$500	Complete	1051
RFR.1099	C976018	\$500	Complete	1053
RFR.1109	C976016	\$3,610	Complete	1052
RFR.1115	C976018	\$15,509	Complete	1053
RFR.1118	R24289	\$1,000	Complete	1077
RFS.1229	R24697	\$1,000	Complete	1080
RFR.1105	C272501	\$21,211	Complete	3155
RFR.1108	M3523	\$40,000	Complete	3148, 3152, 3154, 3156, 3159
RFR.1110	C265701	\$20,000	Complete	3091
RFR.1113	M3523	\$40,000	Complete	3148, 3160
RFR.1114	R24632	\$6,000	Complete	3161
RFR.1117	M4140	\$6,949	Complete	3164
G GK.1544	C976001	<u>(\$33,312)</u>	Complete	1008
TOTAL:		\$122,967		

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CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX <u>Incentive Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX <u>Fixed Price</u>	CLIN 02 Firm <u>Fixed Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Action								
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mod. 1		0			0	0	0	404,250
Mod. 2	0	0	0	0	0	100,000	0	0
Mod. 3	0	0	0	0	0	-66,672	60,000	6,672
Mod. 4	0	0	0	0	0	135,210	0	0
Mod. 5	0	0	0	0	0	55,208	120,893	0
Mod. 6	0	0	0	0	0	163,050	149,240	0
Mod. 7	0	0	0	0	0	21,428	8,742	0
Mod. 8	0	0	0	0	0	66,422	7,000	45,828
Mod. 9	0	0	0	0	0	198,517	23,589	0
Mod. 10	0	0	0	0	0	79,000	294,764	0
Mod. 11	(231,500)	(18,500)	(250,000)	250,000	0	0	0	0
Mod. 12	0	0	0	0	0	35,000	220,300	0
Mod. 13	0	0	0	0	0	23,072	44,807	0
Mod. 14	0	0	0	0	0	11,602	83,499	0
Mod. 15	0	0	0	0	0	10,460	49,632	0
Mod. 16	0	0	0	0	0	0	10,077	0
Mod. 17	0	0	0	0	0	15,509	1,000	0
Mod. 18	0	0	0	0	0	(\$10,000)	0	0
Mod. 19	1,157,400	92,600	1,250,000	1,800,000	458,649	0	809,000	254,000
Mod. 20	0	0	0	0	2,567	0	0	0
Mod. 21	0	0	0	0	0	28,048	94,363	0
Mod. 22	0	0	0	0	0	26,730	23,440	207,216
Mod. 23	0	0	0	0	0	0	0	0
Mod. 24	0	0	0	0	0	1,400	233,206	0
Mod. 25	0	0	0	0	0	82,598	23,749	0
Mod. 26	0	0	0	0	0	93,431	101,554	0
Mod. 27	0	0	0	0	0	0	0	0
Mod. 28	0	0	0	0	0	14,400	22,821	0
Mod. 29	0	0	0	0	0	159,308	172,794	0
Mod. 30	0	0	0	0	0	0	0	0
Mod. 31	0	0	0	0	0	134,160	(\$11,193)	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,453,803*	\$2,543,277	\$917,966

\*Includes \$1,346,113 for cost and \$107,690 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGE(S)
2. AMENDMENT/MODIFICATION NO. <b>32</b>	3. EFFECTIVE DATE <b>JUL 11 2000</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See Page 2</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NAS1-98128</b>
			10B. DATED (SEE ITEM 13)  <b>11/1/98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**See Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.
X	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)

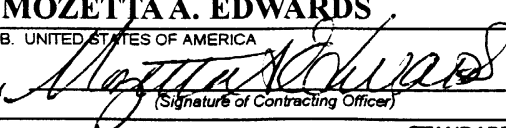
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_ copies to the issuing office.

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

The purpose of this modification is to incrementally fund CLINs 01, and 03. Therefore, the subject contract is hereby revised as follows:

(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) <b>MOZETTA A. EDWARDS</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>7/11/00</b>

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect additional funding in the amount of \$122,837, of which \$113,738 is allocated for cost and \$9,099 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,459,851. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$116,789 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I.I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$161,719 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,704,996 and \$917,966, respectively, 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 as they become available.”

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Accounting & Appropriation Data:

<u>PR Number</u>	<u>JO Number</u>	<u>Amount</u>	<u>Status</u>	<u>Task Number</u>
RFR.1121	R24697	\$ 2,739	Complete	1080
RFR.1124	C976015	1,722	Complete	1051
RFR.1126	M1758	2,000	Complete	1084
RFR.1127	C976017	29,769	Complete	1083
RFR.1133	M3856	700	Complete	1069
RFR.1134	M4149	5,844	Complete	1082
RFR.1135	R24706	1,000	Complete	1085
RFR.1138	M4003	1,100	Complete	1088
RFS.1242	M3856	115,845	Complete	1079
RFS.1255	M3856	1,000	Complete	1089
RFR.1119	M4001	3,360	Complete	3161
RFR.1123	M3523	20,000	Complete	3163, Various
RFR.1125	C295905	71,477	Complete	3162
RFR.1129	C262701	7,000	Complete	3070
RFR.1136	C295803	21,000	Complete	3031
		TOTAL: \$284,556		



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**CONTRACT SUMMARY**

	CLIN 03 MAX	CLIN 03 MAX	CLIN 03 MAX	CLIN 01 MAX	CLIN 02 Firm	CLIN Three	CLIN One	CLIN Two
<u>Action</u>	<u>Est. Cost</u>	<u>Incentive Fee</u>	<u>Cost &amp; Fee</u>	<u>Fixed Price</u>	<u>Fixed Price</u>	<u>Funding</u>	<u>Funding</u>	<u>Funding</u>
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mds								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>122,837</u>	<u>-161,719</u>	<u>0</u>
	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,576,640*	\$2,704,996	\$917,966

\*Includes \$1,459,851 for cost and \$116,789 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>33</b>	3. EFFECTIVE DATE <b>August 16, 2000</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See Page 2</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NAS1-98128</b>
				10B. DATED (SEE ITEM 13) <b>11/1/98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**See Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.
X	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)

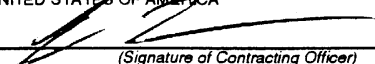
E. **IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to incrementally fund CLIN 01. Therefore, the subject contract is hereby revised as follows:

(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)	
		<b>SANG H. LEE</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	<b>8-16-00</b>
		(Signature of Contracting Officer)	

**FILE COPY**

1. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$125,999 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,830,995 and \$917,966, respectively, 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 as they become available."

\*\*\*\*\*  
Accounting & Appropriation Data:

<u>PR Number</u>	<u>JO Number</u>	<u>Amount</u>	<u>Status</u>	<u>Task Number</u>
RFR.1128	C976028	\$40,000	Complete	1081
RFR.1137	C976002	\$9,955	Complete	1058
RFR.1142	R24289	\$2,000	Complete	1077
RFR.1143	C976002	\$8,830	Complete	1001
RFR.1144	R24706	\$300	Complete	1085
RFR.1150	C976027	\$40,000	Complete	1071
RFR.1151	M4153	\$4,244	Complete	1085
RFS.1267	M3856	\$19,110	Complete	1089
RFS.1279	M3856	\$1,560	Complete	1090
TOTAL:		\$125,999		

\*\*\*\*\*  
CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,576,640*	\$2,830,995	\$917,966

\*Includes \$1,459,851 for cost and \$116,789 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1	OF 2	PAGE(S) 2
2. AMENDMENT/MODIFICATION NO. <b>34</b>	3. EFFECTIVE DATE <b>September 1, 2000</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See Page 2</b>		5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6)		CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13)  <b>11/1/98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
  
**See Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.
X	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)

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.)  
  
The purpose of this modification is to incrementally fund CLIN 01. Therefore, the subject contract is hereby revised as follows:

(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) <b>SANG H. LEE</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	<b>9-1-00</b>

FILE COPY

1. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$152,551 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,983,546 and \$917,966, respectively, 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 as they become available."

\*\*\*\*\*  
Accounting & Appropriation Data:

<u>PR Number</u>	<u>JO Number</u>	<u>Amount</u>	<u>Status</u>	<u>Task Number</u>
RFR.1148	C976023	\$7,544	Complete	1075
RFR.1153	A5415	\$8,000	Complete	1077
RFR.1154	R24572	\$24,000	Complete	1077
RFR.1155	M4088	\$5,310	Complete	1077
RFR.1157	C976013	\$2,956	Complete	1093
RFR.1160	M4149	\$23,017	Complete	1082
RFR.1161	R26012	\$3,433	Complete	1094
RFR.1162	C976027	\$1,039	Complete	1071
RFR.1163	A5179	\$10,000	Complete	1075
RFR.1163	M3019	\$3,000	Complete	1075
RFR.1163	M4072	\$27,000	Complete	1075
RFR.1164	C976017	\$15,796	Complete	1091
RFR.1165	M3019	\$8,300	Complete	1075
RFR.1165	A5179	\$5,700	Complete	1075
RFR.1166	C976023	\$7,456	Complete	1075
	<b>TOTAL:</b>	<b>\$152,551</b>		

\*\*\*\*\*  
CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,576,640*	\$2,983,546	\$917,966

\*Includes \$1,459,851 for cost and \$116,789 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	I. CONTRACT ID CODE	PAGE OF	PAGE(S)
		1	2

2. AMENDMENT/MODIFICATION NO. <b>35</b>	3. EFFECTIVE DATE <b>SEP 13 2000</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See Page 2</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
	<b>X</b>	10B. DATED (SEE ITEM 13) <b>11/1/98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Page 2**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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:
<b>X</b>	D. OTHER Specify type of modification and authority <b>MUTUAL AGREEMENT</b>

E. **IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purposes of this modification are to incrementally fund CLIN 01 and to deobligate \$1,718 from the funding for CLIN 03. Therefore, the subject contract is hereby revised as follows:

**EXECUTED BY ALL PARTIES**

(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) <b>PAUL SENSMER CONTRACT MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>SANG H. LEE</b>
15B. CONTRACTOR/OFFEROR <i>Paul Sensmer</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>Sept 13, 2000</b>
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>9-13-00</b>

**FILE COPY**

- Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect a reduction in funding in the amount of \$1,718, of which \$1,591 is deobligated from cost and \$127 is deobligated from fee.

"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,458,260. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$116,662 is obligated under this contract for payment of fee for CLIN 03."

- Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$12,572 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$2,996,118 and \$917,966, respectively, 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 as they become available."

\*\*\*\*\*  
Accounting & Appropriation Data:

<u>PR Number</u>	<u>JO Number</u>	<u>Amount</u>	<u>Status</u>	<u>Task Number</u>
RFR.1159	R24706	\$1,000	Complete	1096
RFR.1167	R24645	\$6,142	Complete	1099
RFR.1168	C976003	\$5,430	Complete	1048
GG.1829	R20033	(\$1,718)	Complete	3101
	<b>TOTAL:</b>	<b>\$10,854</b>		

\*\*\*\*\*  
CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03 MAX Est. Cost</u>	<u>CLIN 03 MAX Incentive Fee</u>	<u>CLIN 03 MAX Cost &amp; Fee</u>	<u>CLIN 01 MAX Fixed Price</u>	<u>CLIN 02 Firm Fixed Price</u>	<u>CLIN Three Funding</u>	<u>CLIN One Funding</u>	<u>CLIN Two Funding</u>
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,574,922*	\$2,996,118	\$917,966

\*Includes \$1,458,260 for cost and \$116,662 for fee

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. **36** 3. EFFECTIVE DATE **SEP 26 2000** 4. REQUISITION/PURCHASE REQ. NO. **See Page 2** 5. PROJECT NO. (If applicable)

6. ISSUED BY **National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-2199** 7. ADMINISTERED BY (If other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  
**Sverdrup Technology, Inc.  
Technology Group  
600 William Northern Boulevard  
Tullahoma, TN 37388**

9A. AMENDMENT OF SOLICITATION NO. (✓)  
9B. DATED (SEE ITEM 11)  
9C. MODIFICATION OF CONTRACT/ORDER NO. **NAS1-98128**  
9D. DATED (SEE ITEM 13) **11/1/98**

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) 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 MUTUAL AGREEMENT**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purposes of this modification are to incrementally fund CLIN 01 and to deobligate \$58 from the funding for CLIN 03. Therefore, the subject contract is hereby revised as follows:

**EXECUTED BY ALL PARTIES**  
(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) **PAUL SENSMEIER, CONTR MGR** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **SANG H. LEE**  
15B. CONTRACTOR/OFFEROR **Paul Sensmeier** (Signature of person authorized to sign) 15C. DATE SIGNED **9/25/00** 16B. UNITED STATES OF AMERICA BY **[Signature]** (Signature of Contracting Officer) 16C. DATE SIGNED **9-26-00**

**FILE COPY**



- Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect a reduction in funding in the amount of \$58, of which \$54 is deobligated from cost and \$4 is deobligated from fee.

"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,458,206. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$116,658 is obligated under this contract for payment of fee for CLIN 03."

- Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$9,848 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$3,005,966 and \$917,966, respectively, 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 as they become available."

\*\*\*\*\*  
Accounting & Appropriation Data:

<u>PR Number</u>	<u>JO Number</u>	<u>Amount</u>	<u>Status</u>	<u>Task Number</u>
RFR.1173	R24733	\$4,752	Complete	1092
RFR.1174	C272001	\$5,096	Complete	3117
GGK.1514	A5252	(\$58)	Complete	3083
	TOTAL	\$9,790		

\*\*\*\*\*  
CONTRACT SUMMARY

<u>Action</u>	<u>CLIN 03</u>	<u>CLIN 03</u>	<u>CLIN 01</u>	<u>CLIN 02</u>	<u>CLIN Three</u>	<u>CLIN One</u>	<u>CLIN Two</u>
<u>Basic</u>	<u>MAX</u>	<u>MAX</u>	<u>MAX</u>	<u>Firm</u>	<u>Funding</u>	<u>Funding</u>	<u>Funding</u>
	<u>Est. Cost</u>	<u>Incentive</u>	<u>Cost &amp; Fee</u>	<u>Fixed</u>	<u>Price</u>		
Total	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$ 0
Mods							
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277
Mod 32	0	0	0	0	0	122,837	161,719
Mod 33	0	0	0	0	0	0	125,999
Mod 34	0	0	0	0	0	0	152,551
Mod 35	0	0	0	0	0	(1,718)	12,572
Mod 36	0	0	0	0	0	(58)	9,848
Total	\$2,083,300	\$166,700	\$2,250,000	\$3,050,000	\$917,966	\$1,574,864*	\$3,005,966
							\$917,966

\*Includes \$1,458,206 for cost and \$116,658 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE November 1, 2000	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98
CODE	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;
- (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 Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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) <b>FAR Clause 52.217-9, Option to Extend the Term of the Contract (MAR 1989)</b>

**E. IMPORTANT:** Contractor is not 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.)

The purposes of this modification are to exercise Option Year Two, to add incremental funding to the contract, and to update contract Exhibit D—Wage Determination and Collective Bargaining Agreement (CBA). Therefore, the subject contract is hereby revised as follows:

(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) ROSEMARY C. FROEHLICH
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY <i>Rosemary C Froehlich</i> 10-31-00 (Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

**FILE COPY**

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a) is hereby revised to read as follows:

"The total fixed price for CLIN 02 is \$1,378,515."

2. Section B, Paragraph B.4, MINIMUM AND MAXIMUM ORDER QUANTITIES, CLIN 01 AND CLIN 03, is hereby revised to read as follows:

- (a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$4,850,000, respectively.
- (b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$3,500,000, respectively."

3. Section B, Paragraph B.6, Labor Categories, the "FULLY BURDENED LABOR RATES—CLIN 01 for Year 2" and "LABOR RATES--CLIN 03 (Excluding Fee) for Year 2" are replaced, commencing November 1, 2000, by the rates for Year 3 provided in contract Section H, Paragraph H.12, Options.

4. Section F, Paragraph F.2, Period Of Performance, is hereby revised to read as follows:

"The period of performance of this contract shall be 36 months from the effective date of the contract."

5. Section I, Paragraph I.1, Listing of Clauses Incorporated by Reference, FAR Clause 52.216-22 is hereby revised to read as follows:

"Indefinite Quantity (OCT 1995) [Insert "October 31, 2002" for the blank in paragraph (d)]"

6. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$43,654, of which \$40,420 is allocated for cost and \$3,234 is allocated for fee.

"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,498,626. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$119,892 is obligated under this contract for payment of fee for CLIN 03."

7. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$20,174 on CLIN 01 and additional funding in the amount of \$39,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$3,026,140 and \$956,966, respectively, 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 as they become available."

8. Exhibit D is revised to delete "Register of Wage Determination and Fringe Benefits #94-2544, Rev 18, June 3, 1999" and to substitute the attached "Register of Wage Determination and Fringe Benefits #1994-2544, Rev. 20, September 19, 2000" in place thereof.

Attachment

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1175	R24468	\$15,174	Complete	1100
RFR.1179	C976029	\$5,000	Complete	1105
RFS.1339	M2084	\$39,000	Complete	2003
RFR.1177	R23306	\$5,000	Complete	3168
RFR.1182	C480401	<u>\$38,654</u>	Complete	3169,3170
TOTAL:		\$102,828		

\*\*\*\*\*

CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Total	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,378,515	\$1,618,518*	\$3,026,140	\$956,966

\*Includes \$1,498,626 for cost and \$119,892 for fee

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2544  
Revision No.: 20  
Date of Last Revision: 09/19/2000

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News,  
Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	8.03
Accounting Clerk II	10.14
Accounting Clerk III	12.62
Accounting Clerk IV	13.69
Court Reporter	12.87
Dispatcher, Motor Vehicle	10.98
Document Preparation Clerk	9.71
Duplicating Machine Operator	9.71
Film/Tape Librarian	9.60
General Clerk I	7.77
General Clerk II	9.56
General Clerk III	11.89
General Clerk IV	13.29
Housing Referral Assistant	13.71
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	8.80
Order Clerk II	11.51
Personnel Assistant (Employment) I	9.82
Personnel Assistant (Employment) II	11.35
Personnel Assistant (Employment) III	11.99
Personnel Assistant (Employment) IV	13.73
Production Control Clerk	14.26
Rental Clerk	10.32
Scheduler, Maintenance	10.32
Secretary I	10.32
Secretary II	12.01
Secretary III	13.71
Secretary IV	16.07
Secretary V	16.87

Service Order Dispatcher	11.04
Stenographer I	10.45
Stenographer II	11.74
Supply Technician	13.69
Survey Worker (Interviewer)	11.18
Switchboard Operator-Receptionist	8.36
Test Examiner	12.01
Test Proctor	12.01
Travel Clerk I	7.84
Travel Clerk II	8.37
Travel Clerk III	8.93
Word Processor I	10.35
Word Processor II	11.66
Word Processor III	13.06

**Automatic Data Processing Occupations**

Computer Data Librarian	8.55
Computer Operator I	9.57
Computer Operator II	11.07
Computer Operator III	13.71
Computer Operator IV	15.88
Computer Operator V	16.88
Computer Programmer I (1)	15.93
Computer Programmer II (1)	18.03
Computer Programmer III (1)	21.49
Computer Programmer IV (1)	25.62
Computer Systems Analyst I (1)	20.06
Computer Systems Analyst II (1)	23.10
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.83

**Automotive Service Occupations**

Automotive Body Repairer, Fiberglass	16.79
Automotive Glass Installer	15.31
Automotive Worker	15.31
Electrician, Automotive	16.03
Mobile Equipment Servicer	13.84
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.31
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	13.05
Motor Vehicle Upholstery Worker	14.56
Motor Vehicle Wrecker	15.31
Painter, Automotive	16.03
Radiator Repair Specialist	14.56
Tire Repairer	13.37
Transmission Repair Specialist	16.79

**Food Preparation and Service Occupations**

Baker	8.98
Cook I	8.12
Cook II	8.98
Dishwasher	7.20
Food Service Worker	7.20
Meat Cutter	10.19
Waiter/Waitress	7.56
<b>Furniture Maintenance and Repair Occupations</b>	
Electrostatic Spray Painter	18.43
Furniture Handler	13.34
Furniture Refinisher	16.03
Furniture Refinisher Helper	13.05
Furniture Repairer, Minor	14.56
Upholsterer	16.03
<b>General Services and Support Occupations</b>	
Cleaner, Vehicles	7.20
Elevator Operator	6.26
Gardener	9.22
House Keeping Aid I	6.93
House Keeping Aid II	7.72
Janitor	7.20
Laborer, Grounds Maintenance	7.83
Maid or Houseman	6.46
Pest Controller	8.54
Refuse Collector	7.20
Tractor Operator	8.79
Window Cleaner	7.83
<b>Health Occupations</b>	
Dental Assistant	10.62
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.62
Licensed Practical Nurse I	9.73
Licensed Practical Nurse II	10.92
Licensed Practical Nurse III	12.21
Medical Assistant	9.79
Medical Laboratory Technician	10.46
Medical Record Clerk	10.48
Medical Record Technician	13.15
Nursing Assistant I	6.89
Nursing Assistant II	7.75
Nursing Assistant III	8.46
Nursing Assistant IV	9.49
Pharmacy Technician	11.84
Phlebotomist	10.92
Registered Nurse I	15.13
Registered Nurse II	18.51
Registered Nurse II, Specialist	18.51

Registered Nurse III	22.40
Registered Nurse III, Anesthetist	22.40
Registered Nurse IV	26.84

**Information and Arts Occupations**

Audiovisual Librarian	14.23
Exhibits Specialist I	15.55
Exhibits Specialist II	18.89
Exhibits Specialist III	20.98
Illustrator I	15.55
Illustrator II	18.89
Illustrator III	20.98
Librarian	16.36
Library Technician	11.41
Photographer I	11.73
Photographer II	15.55
Photographer III	18.89
Photographer IV	20.98
Photographer V	25.39

**Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	6.04
Counter Attendant	6.04
Dry Cleaner	7.44
Finisher, Flatwork, Machine	6.04
Presser, Hand	6.04
Presser, Machine, Drycleaning	6.04
Presser, Machine, Shirts	6.04
Presser, Machine, Wearing Apparel, Laundry	6.04
Sewing Machine Operator	7.94
Tailor	8.42
Washer, Machine	6.51

**Machine Tool Operation and Repair Occupations**

Machine-Tool Operator (Toolroom)	16.03
Tool and Die Maker	18.46

**Material Handling and Packing Occupations**

Forklift Operator	10.72
Fuel Distribution System Operator	13.84
Material Coordinator	14.51
Material Expediter	14.51
Material Handling Laborer	8.86
Order Filler	8.76
Production Line Worker (Food Processing)	10.91
Shipping Packer	10.54
Shipping/Receiving Clerk	10.54
Stock Clerk (Shelf Stocker, Store Worker II)	10.89
Store Worker I	8.60



Tools and Parts Attendant	12.98
Warehouse Specialist	12.49

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	18.37
Aircraft Mechanic Helper	14.28
Aircraft Quality Control Inspector	19.18
Aircraft Servicer	15.93
Aircraft Worker	16.75
Appliance Mechanic	16.03
Bicycle Repairer	13.37
Cable Splicer	16.79
Carpenter, Maintenance	16.03
Carpet Layer	17.61
Electrician, Maintenance	16.79
Electronics Technician, Maintenance I	14.58
Electronics Technician, Maintenance II	14.91
Electronics Technician, Maintenance III	15.98
Fabric Worker	14.56
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.84
Fuel Distribution System Mechanic	16.79
General Maintenance Worker	15.31
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	16.79
Instrument Mechanic	16.79
Laborer	10.02
Locksmith	15.03
Machinery Maintenance Mechanic	16.75
Machinist, Maintenance	16.79
Maintenance Trades Helper	13.05
Millwright	19.30
Office Appliance Repairer	16.03
Painter, Aircraft	16.03
Painter, Maintenance	16.03
Pipefitter, Maintenance	16.79
Plumber, Maintenance	16.03
Pneudraulic Systems Mechanic	16.79
Rigger	16.79
Scale Mechanic	15.31
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.31
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.16
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79

Woodworker	13.84
<b>Miscellaneous Occupations</b>	
Animal Caretaker	7.25
Carnival Equipment Operator	8.79
Carnival Equipment Repairer	9.22
Carnival Worker	6.26
Cashier	6.45
Desk Clerk	7.25
Embalmer	17.63
Lifeguard	6.38
Mortician	17.63
Park Attendant (Aide)	8.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.15
Recreation Specialist	13.50
Recycling Worker	8.82
Sales Clerk	6.38
School Crossing Guard (Crosswalk Attendant)	7.20
Sport Official	6.38
Survey Party Chief (Chief of Party)	9.82
Surveying Aide	6.13
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.93
Swimming Pool Operator	8.98
Vending Machine Attendant	8.82
Vending Machine Repairer	10.33
Vending Machine Repairer Helper	8.82
<b>Personal Needs Occupations</b>	
Child Care Attendant	6.56
Child Care Center Clerk	9.42
Chore Aid	6.13
Homemaker	9.92
<b>Plant and System Operation Occupations</b>	
Boiler Tender	16.79
Sewage Plant Operator	17.81
Stationary Engineer	16.79
Ventilation Equipment Tender	13.05
Water Treatment Plant Operator	17.81
<b>Protective Service Occupations</b>	
Alarm Monitor	8.58
Corrections Officer	12.33
Court Security Officer	12.33
Detention Officer	12.33
Firefighter	13.65
Guard I	7.17
Guard II	8.58
Police Officer	14.75

**Stevedoring/Longshoremen Occupations**

Blocker and Bracer	14.68
Hatch Tender	12.76
Line Handler	12.76
Stevedore I	14.04
Stevedore II	15.42

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	11.83
Archeological Technician II	13.30
Archeological Technician III	16.43
Cartographic Technician	16.43
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	20.97
Drafter I	10.42
Drafter II	11.73
Drafter III	14.74
Drafter IV	17.91
Engineering Technician I	12.48
Engineering Technician II	13.35
Engineering Technician III	16.45
Engineering Technician IV	19.92
Engineering Technician V	23.27
Engineering Technician VI	28.75
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	24.14
Graphic Artist	18.24
Instructor	18.12
Laboratory Technician	12.28
Mathematical Technician	16.43
Paralegal/Legal Assistant I	11.18
Paralegal/Legal Assistant II	13.58
Paralegal/Legal Assistant III	16.61
Paralegal/Legal Assistant IV	20.10
Photooptics Technician	18.89
Technical Writer	15.55
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	20.05
Unexploded Ordnance (UXO) Technician II	24.02
Unexploded Ordnance (UXO) Technician III	14.08
Weather Observer, Combined Upper Air and Surface Programs (3)	15.24
Weather Observer, Senior (3)	15.24
Weather Observer, Upper Air (3)	14.08

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	9.75
Parking and Lot Attendant	7.22
Shuttle Bus Driver	9.33
Taxi Driver	8.80
Truckdriver, Heavy Truck	11.57
Truckdriver, Light Truck	9.33
Truckdriver, Medium Truck	9.75
Truckdriver, Tractor-Trailer	11.57

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or

adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together

with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO. 38  
3. EFFECTIVE DATE NOV 15 2000  
4. REQUISITION/PURCHASE REQ. NO. N/A  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001  
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Sverdrup Technology, Inc.  
Technology Group  
600 William Northern Boulevard  
Tullahoma, TN 37388  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. X NAS1- 98128  
10B. DATED (SEE ITEM 13) 11/1/98  
CODE 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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- (x) 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 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(May 1989)
- D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is required to sign this document and return 3 copies to the issuing office.

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

The purposes of this modification are to revise the total fixed price for CLIN 02 and to update the table entitled "CLIN 01-Fully Burdened Labor Rates for Year 3" in Paragraph B.6, Labor Categories, to reflect the adjustments resulting from the new Wage Determination incorporated into the contract by Modification No. 37 and to reflect the new CBA rates; to update contract clause 1852.204-76; and to incorporate the approved Safety Plan into the contract. Therefore, the following changes are hereby made to the contract:

(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) PAUL SENSMEIER, CONTRACT MANAGER  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANG H. LEE  
15B. CONTRACTOR/OFFEROR Paul Sensmeier  
15C. DATE SIGNED 11/15/00  
16B. UNITED STATES OF AMERICA BY [Signature]  
16C. DATE SIGNED 11-15-00  
(Signature of person authorized to sign) (Signature of Contracting Officer)

**FILE COPY**

1. Contract Coverage, Lock 7 entitled "Contract Amount", under Option Year 2, the Firm Fixed Price for CLIN 02 is hereby increased by \$9,130, from "\$460,549" to "\$469,679", resulting in a new Total Contract Amount for Option Year 2 of \$3,519,679.

2. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a), the total fixed price for CLIN 02 is hereby increased by \$9,130, from "\$1,378,515" to "\$1,387,645."

3. Section B, Paragraph B.6, Labor Categories, the table entitled "CLIN 01-FULLY BURDENED LABOR RATES—for Year 3" is hereby replaced by the following table:

Labor Categories	Year 3 Rates	
	Straight/Overtime	
<b>Contractor Site</b>	<b>Straight/Overtime</b>	
Project Manager	93.81	93.81
Senior Engineer/Architect	81.75	81.75
Engineer/Architect	77.07	77.07
Junior Engineer/Architect	59.26	59.26
General Clerk I	21.13	25.40
General Clerk II	25.99	31.25
General Clerk III	32.34	38.88
General Clerk IV	36.14	43.44
Secretary I	27.26	32.92
Secretary II	31.72	38.31
Secretary III	36.28	43.81
Secretary IV	42.44	51.26
Secretary V	44.57	53.83
Word Processor I	28.54	34.23
Word Processor II	32.16	38.57
Word Processor III	36.01	43.19
Drafter I	28.74	34.47
Drafter II	32.33	38.79
Drafter III	40.64	48.74
Drafter IV	49.37	59.20
Engineering Technician IV (Designer I)	53.35	64.29
Engineering Technician V (Designer II)	62.32	75.10
Engineering Technician VI (Designer III)	76.99	92.78
<b>Government Site</b>	<b>Straight/Overtime</b>	
CM/Inspector	53.81	53.81
Supervisor Inspector	48.76	48.76
Secretary I	23.12	28.78
Secretary II	26.90	33.49
Secretary III	30.76	38.29
Secretary IV	36.00	44.82
Secretary V	37.80	47.06
Inspector	43.24	54.06
Radiograph Monitor	22.63	28.16



4. Section I, I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE, NASA FAR Supplement clause 1852.204-76 entitled "Security Requirements for Unclassified Information Technology Resources (SEP 1993)" is hereby replaced by the updated NASA FAR Supplement clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources (JULY 2000), at no additional cost to the Government.

5. The approved Safety Plan is hereby incorporated into the contract as Exhibit I.

6. All other terms and conditions remain unchanged and both parties agree that this is a complete and final equitable adjustment for all requirements described in this modification.

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	
Mod 33	0	0	0	0	0	0	125,999	
Mod 34	0	0	0	0	0	0	152,551	
Mod 35	0	0	0	0	0	(1,718)	12,572	
Mod 36	0	0	0	0	0	(58)	9,848	
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	
Total	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$1,618,518*	\$3,026,140	\$956,966

\*Includes \$1,498,626 for cost and \$119,892 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 39	3. EFFECTIVE DATE November 27, 2000	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128  10B. DATED (SEE ITEM 13) 11/1/98
CODE	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)  
See Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

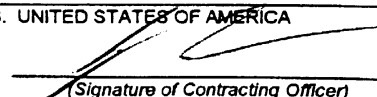
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

The purposes of this modification are to incrementally fund CLINs 01, 02, and 03. Therefore, the subject contract is hereby revised as follows:

(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) SANG H. LEE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 11-27-00

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$126,200, of which \$116,853 is allocated for cost and \$9,347 is allocated for fee.

**"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,615,479. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$129,239 is obligated under this contract for payment of fee for CLIN 03."

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$475,973 on CLIN 01 and additional funding in the amount of \$430,679 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$3,502,113 and \$1,387,645, respectively, 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 as they become available."

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1185	C976017	\$27,221	Complete	1091
RFS.1365	M3968	\$448,752	Complete	1087, 1106, 1107,1108,1113, 1114,1115,1116, 1117
RFS.1368	M2084	\$430,679	Complete	2003
RFP.1039	M3523	\$100,000	Complete	FY 01 FMI Construction
RFR.1186	M3997	\$3,500	Complete	3148
RFS.1359	C480301	<u>\$22,700</u>	Complete	3171, 3172
<b>TOTAL:</b>		<b>\$1,032,852</b>		

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
<b>Total</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$1,744,718*</b>	<b>\$3,502,113</b>	<b>\$1,387,645</b>

\*Includes \$1,615,479 for cost and \$129,239 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   3
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2. AMENDMENT/MODIFICATION NO. 40	3. EFFECTIVE DATE December 14, 2000	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY  National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
		10B. DATED (SEE ITEM 13) 11/1/98

CODE	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

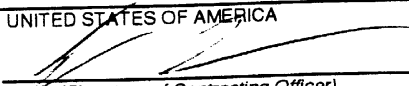
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

The purposes of this modification are to incrementally fund CLINs 01 and 03. Therefore, the subject contract is hereby revised as follows:

(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) SANG H. LEE
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 12-14-00

FILE COPY

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$90,296, of which \$83,607 is allocated for cost and \$6,689 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,699,086. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$135,928 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$135,496 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$3,637,609 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
OBAC.1049	R26012	\$8,804	Complete	1094
RFR.1191	C976024	\$25,000	Complete	1097
RFR.1192	R26898	\$1,000	Complete	1120
RFR.1194	R26901	\$1,000	Complete	1103
RFR.1198	M3660	\$97,692	Complete	1095
RFS.1395	M3968	\$1,000	Complete	1102
RFU.2274	M3968	\$1,000	Complete	1121
RFR.1195	C296102	\$60,387	Complete	3173, 3174
RFR.1196	C295803	<u>\$29,909</u>	Complete	3031, 3079
TOTAL:		\$225,792		

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CONTRACT SUMMARY

Action	CLIN 03 MAX <u>Est. Cost</u>	CLIN 03 MAX Incentive <u>Fee</u>	CLIN 03 MAX <u>Cost &amp; Fee</u>	CLIN 01 MAX Fixed <u>Price</u>	CLIN 02 Firm Fixed <u>Price</u>	CLIN Three <u>Funding</u>	CLIN One <u>Funding</u>	CLIN Two <u>Funding</u>
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	\$90,296	135,496	0
Total	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$1,835,014*	\$3,637,609	\$1,387,645

\*Includes \$1,699,086 for cost and \$135,928 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 41		3. EFFECTIVE DATE January 11, 2001		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128	
				10B. DATED (SEE ITEM 13) 11/1/98	

**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;
- (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 Page 2

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

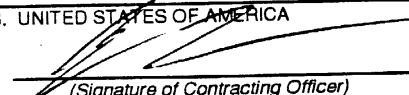
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to incrementally fund CLIN 03. Therefore, the subject contract is hereby revised as follows:

(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) SANG H. LEE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1-11-01
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**FILE COPY**



1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$15,000, of which \$13,888 is allocated for cost and \$1,112 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,712,974. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$137,040 is obligated under this contract for payment of fee for CLIN 03.”

Accounting & Appropriation Data:

PR Number	JO Number	Amount	Status	Task Number
RFR.1199	C272301	\$7,000	Complete	3126
RFR.1200	R27145	\$3,500	Complete	3175
RFR.1203	M4067	\$4,500	Complete	3177
TOTAL:		\$15,000		

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	\$90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Total	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$1,850,014*	\$3,637,609	\$1,387,645

\*Includes \$1,712,974 for cost and \$137,040 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 / 3	
		2. AMENDMENT/MODIFICATION NO. 42		3. EFFECTIVE DATE February 14, 2001	
4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)			
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. X NAS1- 98128	
		10B. DATED (SEE ITEM 13) 11/1/98		CODE	
		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;
- (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 Page 2 & 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)

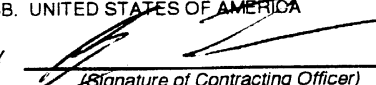
**E. IMPORTANT:** Contractor is not required to sign this document and return 0 copies to the issuing office.

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

The purposes of this modification are to incrementally fund CLINs 01 and 03. Therefore, the subject contract is hereby revised as follows:

(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) SANG H. LEE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2-14-01
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$197,049, of which \$182,453 is allocated for cost and \$14,596 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$1,895,427. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$151,636 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$169,929 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$3,807,538 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

Accounting & Appropriation Data:

PR Number	Job Order Number	Amount	Status	Task Number
RFR.1207	C976017	\$6,481.00	Complete	1125
RFR.1208	R27561	\$4,185.00	Complete	1119
RFR.1209	C976035	\$112,275.00	Complete	1118
RFR.1210	R26907	\$1,492.00	Complete	1104
RFR.1213	M4305	\$18,777.00	Complete	1131
RFT.1064	R27096	\$1,000.00	Complete	1133
RFU.2388	M3968	\$4,000.00	Complete	1126, 1127, 1128, 1129
RFU.2390	M3968	\$1,000.00	Complete	1130
RFU.2437	M3968	\$13,139.00	Complete	1121
RFU.2422	M3968	\$1,000.00	Complete	1134
RFU.2428	M3968	\$4,580.00	Complete	1124
RFU.2430	M3968	\$1,000.00	Complete	1135

RFU.2450	M3968	\$1,000.00	Complete	1136
RFR.1205	C272001	\$1,175.00	Partial	3205
	C272101	\$1,175.00	Partial	3205
	C272201	\$1,175.00	Partial	3205
	C295905	\$1,558.00	Partial	3205
	C480301	\$1,175.00	Partial	3205
	C296102	\$1,559.00	Partial	3205
	C482601	\$1,150.00	Partial	3205
	C482701	\$1,150.00	Partial	3205
	C482401	\$1,150.00	Partial	3205
	C480401	\$1,175.00	Partial	3205
	C296002	\$1,558.00	Partial	3205
	C272501	\$1,000.00	Complete	3205
RFR.1206	C482601	\$78,554.00	Complete	3193, 3194
RFR.1212	C296102	\$98,095.00	Complete	3178, 3179
RFR.1215	M4067	\$2,400.00	Complete	3177
RFR.1217	C202502	<u>\$3,000.00</u>	Complete	3109

TOTAL: \$366,978

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CONTRACT SUMMARY

Location	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic Total	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	\$90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Total	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$2,047,063*	\$3,807,538	\$1,387,645

Includes \$1,895,427 for cost and \$151,636 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3
2. AMENDMENT/MODIFICATION NO. 43	3. EFFECTIVE DATE March 9, 2001	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1- 98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	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;
- (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 Pages 2 & 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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.
X	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)


**E. IMPORTANT:** Contractor is not 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.)

The purposes of this modification are to incrementally fund CLINs 01 and 03. Therefore, the subject contract is hereby revised as follows:

(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) SANG H. LEE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3-9-01

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$315,053, of which \$291,716 is allocated for cost and \$23,337 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,187,143. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$174,973 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$237,014 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,044,552 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

Accounting & Appropriation Data:

PR Number	Job Order Number	Amount	Status	Task Number
RFR.1220	C976038	\$112,638	Complete	1097
RFR.1224	C976017	\$35,167	Complete	1132
RFR.1233	R26898	\$9,829	Complete	1120
RFR.1234	R23306	\$1,000	Complete	1136
RFU.2563	M3968	\$5,482	Complete	1114
RFU.2495	M3968	\$1,000	Complete	1138
RFU.2499	M3968	\$66,253	Complete	1110
RFU.2522	M3968	\$1,000	Complete	1139
RFU.2538	M3968	\$4,645	Complete	1112
RFR.1216	C272301	\$7,000	Complete	3126
RFR.1218	M3523	\$50,000	Complete	3206, 3207, 3208, 3209,3212,3218

RFR.1225	C296102	\$80,058	Complete	3210
RFR.1227	M3523	\$50,000	Complete	3213,3214,3215
RFR.1228	C482401	\$59,894	Complete	3195, 3196
RFR.1229	C296102	\$58,388	Complete	3211
RFR.1237	C480301	<u>\$9,713</u>	Complete	3216,3217,3219
TOTAL:		\$552,067		

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CONTRACT SUMMARY

Action	CLIN 03 MAX Est. Cost	CLIN 03 MAX Incentive Fee	CLIN 03 MAX Cost & Fee	CLIN 01 MAX Fixed Price	CLIN 02 Firm Fixed Price	CLIN Three Funding	CLIN One Funding	CLIN Two Funding
Basic	\$1,157,400	\$ 92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$ 0
Total								
Mods								
1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	(1,718)	12,572	0
Mod 36	0	0	0	0	0	(58)	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	\$90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
<b>Total</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,362,116*</b>	<b>\$4,044,552</b>	<b>\$1,387,645</b>

\*Includes \$2,187,143 for cost and \$174,973 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 44		3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199			7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)					
Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388				(✓)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO.  NAS1-98128
					10B. DATED (SEE ITEM 13)  11/1/98
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.
X	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

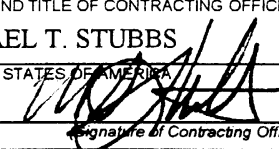
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

A. The purpose of this administrative modification is to incrementally fund CLIN 01 and CLIN 03. Therefore, the subject contract is hereby revised as follows:

(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)	
		MICHAEL T. STUBBS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	3/30/01



1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$99,340, of which \$92,386 is allocated for cost and \$6,954 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 CLIN 03 is \$2,279,529. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$181,927 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$55,909 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,100,461 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

3. All other terms and conditions remain unchanged.

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CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mods 1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
TOTAL	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$2,461,456	\$4,100,461	\$1,387,645

\*Includes \$2,279,529 for cost and \$181,927 for fee

Accounting & Appropriation Data:

CLIN 01	PR Number	Job Order Number	Amount	Status	Task Number
	RFR.1235	R27140	2,953	Complete	1100
	RFR.1241	C976039	3,500	Complete	1144
	RFR.1242	R26994	4,034	Complete	1120
	RFU.2571	M3968	1,000	Complete	1141
	RFU.2572	M3968	1,000	Complete	1143
	RFU.2590	M3968	4,329	Complete	1087
	RFU.2611	M4072	1,000	Complete	1146
	RFU.2625	M3968	38,093	Complete	1116
CLIN 03	PR Number	Job Order Number	Amount	Status	Task Number
	RFR.1238	C272501	1,504	Complete	3125
	RFR.1240	C482701	<u>97,836</u>	Complete	3220, 3221
<b>TOTAL</b>			<b>\$155,249</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>45</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See Block 12</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Last Page**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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 <b>Mutual Agreement</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**A. The purpose of this modification is to change the submittal process for Task Orders, add to incrementally fund CLIN 01 and CLIN 03. Therefore, the subject contract is hereby revised as follows:**

(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) <b>PAUL SENSMEIER, CONTRACT MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MICHAEL T. STUBBS</b>
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>5/14/2001</b>
15D. UNITED STATES OF AMERICA	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
	16C. DATE SIGNED <b>5/15/01</b>

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$5,796, of which \$5,796 is allocated for cost and \$0 is allocated for fee.

**"B.5. CONTRACT FUNDING (NASA 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 CLIN 03 is \$2,285,325. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$181,927 is obligated under this contract for payment of fee for CLIN 03."

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$244,484 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,344,945 and \$1,387,645, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

3. Section C, C.1 STATEMENT OF WORK, Part III Contractor Tasks, Paragraph 1.3 Design, add the following subparagraph: "1.3.4 The submittal process for design task orders shall be in accordance with the latest revision of Langley Management System document LMS-OP-5687, Facility Systems Processing of Contract Submittals."

4. Section I, I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE, the following clause is incorporated by reference: "FAR 53.243-2 Changes Cost Reimbursement (AUG 87), ALTERNATE I (APR 84)"

5. All other terms and conditions remain unchanged.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Mods 1-31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
<b>TOTAL</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,467,252</b>	<b>\$4,344,945</b>	<b>\$1,387,645</b>

\*Includes \$2,285,325 for cost and \$181,927 for fee

Accounting & Appropriation Data:

PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>					
RFR.1245	R26918	728-5010-0100	\$4,006.00	Complete	1145
RFR.1248	M4088	992-2005-0200	\$7,008.00	Complete	1140
RFR.1249	C976017	976-0402-0000	\$6,600.00	Complete	1132
RFR.1250	C976016	976-0402-0000	\$3,238.00	Complete	1052
RFR.1251	R27344	786-3080-0100	\$1,345.00	Complete	1133
RFR.1252	C976036	976-0402-0000	\$206,099.00	Complete	1142
RFR.1254	C976039	976-0402-0000	\$13,188.00	Complete	1149
RFU.2677	M3968	992-2004-7100	\$1,000.00	Complete	1148
RFU.2706	M3968	992-2004-7100	\$1,000.00	Complete	1153
RFU.2710	M3968	992-2004-7100	\$1,000.00	Complete	1152
<b>CLIN 01 TOTAL</b>			<b>\$244,484.00</b>		
<b>CLIN 03</b>					
RFR.1247	C296002	296-0403-0000	\$1,500.00	Complete	3009
RFR.1253	C265901	265-9201-0000	\$4,296.00	Complete	3229
<b>CLIN 03 TOTAL</b>			<b><u>\$5,796.00</u></b>		
<b>TOTAL</b>			<b>\$250,280.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF 3 PAGE(S) 3

2 AMENDMENT/MODIFICATION NO. 46  
 3 EFFECTIVE DATE See Block 16c  
 4 REQUISITION/PURCHASE REQ NO See Block 12  
 5 PROJECT NO. (If applicable) \_\_\_\_\_

6 ISSUED BY CODE \_\_\_\_\_  
 National Aeronautics and Space Administration  
 Langley Research Center  
 Hampton, VA 23681-2199  
 7 ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_

8 NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  
 Sverdrup Technology, Inc.  
 Technology Group  
 600 William Northern Boulevard  
 Tullahoma, TN 37388  
 (4) \_\_\_\_\_  
 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128  
 X  
 10B. DATED (SEE ITEM 13) 11/1/98  
 CODE \_\_\_\_\_ 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) 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.  
 X 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)

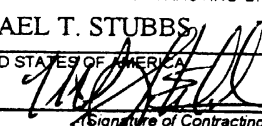
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN 01 and CLIN 03. Therefore, the subject contract is hereby revised as follows:

(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)  
 15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 MICHAEL T. STUBBS  
 16B. UNITED STATES OF AMERICA  
 BY  (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 6/15/01

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$25,000, of which \$23,000 is allocated for cost and \$2,000 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 CLIN 03 is \$2,308,325. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$183,927 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$159,940 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,504,885 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

3. All other terms and conditions remain unchanged.

\*\*\*\*\*

CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
<b>TOTAL</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,492,252</b>	<b>\$4,504,885</b>	<b>\$1,387,645</b>

\*Includes \$2,308,325 for cost and \$183,927 for fee

Accounting & Appropriation Data:

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.2777	M4274	992-3011-0100	\$1,000.00	Complete	1154
	RFU.2798	M3869	992-3007-0100	\$1,000.00	Complete	1158
	RFU.2799	M4121	992-2004-7100	\$8,446.00	Complete	1110
	RFU.2801	M3968	992-2004-7100	\$1,000.00	Complete	1155
	RFU.2831	M3968	992-2004-7100	\$9,938.00	Complete	1123
	RFU.2858	M4121	992-2004-7100	\$63,600.00	Complete	1160
	RFU.2869	C976031	976-0402-0000	\$71,950.00	Complete	1151
	RFU.2883	M3968	992-2004-7100	<u>\$3,006.00</u>	Complete	1121
			\$159,940.00			
CLIN 03	RFU.2848	M3523	992-2004-7100	<u>\$25,000.00</u>	Complete	N/A
<b>TOTAL</b>				\$184,940.00		



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGE(S)  
 - 1 - 3

2. AMENDMENT/MODIFICATION NO. 47  
 3. EFFECTIVE DATE See Block 16c  
 4. REQUISITION/PURCHASE REQ. NO. See Block 12  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration  
 Langley Research Center  
 Hampton, VA 23681-2199  
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  
 Sverdrup Technology, Inc.  
 Technology Group  
 600 William Northern Boulevard  
 Tullahoma, TN 37388  
 (4) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 X NAS1-98128  
 10B. DATED (SEE ITEM 13)  
 11/1/98  
 CODE 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) 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.  
 X 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)

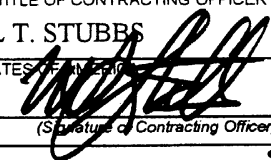
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN 01 and CLIN 03. Therefore, the subject contract is hereby revised as follows:

(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)  
 15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 MICHAEL T. STUBBS  
 16B. UNITED STATES OF AMERICA  
 BY  (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 7/9/01

**FILE COPY**

1. Section B, B.5, Clause 1852.232-81, Contract Funding – substitute the following amended text to reflect an increase in funding in the amount of \$16,560, of which \$15,235 is allocated for cost and \$1,325 is allocated for fee.

“B.5. CONTRACT FUNDING (NASA 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 CLIN 03 is \$2,323,560. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$185,252 is obligated under this contract for payment of fee for CLIN 03.”

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$275,292 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,780,177 and \$1,387,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

3. All other terms and conditions remain unchanged.

\*\*\*\*\*

CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
<b>TOTAL</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,508,812</b>	<b>\$4,780,177</b>	<b>\$1,387,645</b>

\*Includes \$2,323,560 for cost and \$185,252 for fee

## Accounting &amp; Appropriation Data:

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.2902	M3968	992-2004-7100	\$1,154.00	Complete	1135
	RFU.2908	R26907	706-6351-0100	\$29,002.00	Complete	1150
	RFU.2918	R26717	706-8711-0100	\$8,600.00	Complete	1157
	RFU.2922	C976027	976-0402-0000	\$6,781.00	Complete	1071
	RFU.2927	C976041	976-0402-0000	\$100,000.00	Complete	1156
	RFU.2928	C976030	976-0402-0000	\$127,232.00	Complete	1147
	RFU.2963	C976038	976-0402-0000	<u>\$2,523.00</u>	Complete	1097
			\$275,292.00			
CLIN 03	RFU.2983	C295803	295-8403-0000	\$12,904.00	Complete	3031, 3079
	RFU.2984	C480301	480-3201-0000	<u>\$3,656.00</u>	Complete	3230, 3235
TOTAL			\$291,852.00			

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2. AMENDMENT/MODIFICATION NO. 48	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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) Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purpose of this modification is to incrementally fund CLIN 01 by \$13,170, and reinstate Purchase Request No. RFR.1163 obligated on Modification No. 34, to de-obligate the remaining balance of \$262 from CLIN 01, for a net increase of \$12,908. Therefore, the subject contract is hereby revised as follows:

(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) PAUL SENSMEIER, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS		
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/14/2001	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/15/01

FILE COPY

1. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$12,908 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,793,347 and \$1,387,645, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

2. All other terms and conditions remain unchanged.

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
<b>TOTAL</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,508,812</b>	<b>\$4,793,085</b>	<b>\$1,387,645</b>

\*Includes \$2,323,560 for cost and \$185,252 for fee

**Accounting & Appropriation Data:**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3090	M4487	992-1001-0400	\$8,200.00	Complete	1161
	RFU.3099	C976036	976-0402-0000	\$4,970.00	Complete	1048
	RFR.1163	M4072	992-1001-4100	-\$262.00	De-obligate/ Complete	1075
<b>TOTAL</b>				<b>\$12,908.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 2

2. AMENDMENT/MODIFICATION NO. 49	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No Street, County, State and ZIP Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN 01 by \$8,899. Therefore, the subject contract is hereby revised as follows:

(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)
	MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (Signature of Contracting Officer)	9/6/01

**FILE COPY**

1. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$8,899 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,801,984 and \$1,387,645, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

2. All other terms and conditions remain unchanged.

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
<b>TOTAL</b>	<b>\$3,240,707</b>	<b>\$259,293</b>	<b>\$3,500,000</b>	<b>\$4,850,000</b>	<b>\$1,387,645</b>	<b>\$2,508,812</b>	<b>\$4,801,984</b>	<b>\$1,387,645</b>

\*Includes \$2,323,560 for cost and \$185,252 for fee

**Accounting & Appropriation Data:**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3131	C272501	272-5201-0000	1,420.00	Complete	1164
	RFU.3181	999569	992-2005-0400	<u>7,479.00</u>	Complete	1166
<b>TOTAL</b>				<b>\$8,899.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 3

2. AMENDMENT/MODIFICATION NO. 50	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

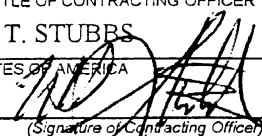
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

A. The purpose of this modification is to incrementally fund CLIN 01 by \$8,544, CLIN 03 by \$34,050, of which \$31,666 is for cost, and \$2,384 is for fee; and to reinstate PR# GGK.1578 and de-obligate \$1,193 from CLIN 03, for a net contract obligation of \$41,401. Therefore, the subject contract is hereby revised as follows:

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 10/9/01



1. "B.5. CONTRACT FUNDING (NASA 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 CLIN 03 is \$2,354,033. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$187,636 is obligated under this contract for payment of fee for CLIN 03."

2. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$8,544 on CLIN 01 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,810,528 and \$1,387,645, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

3. All other terms and conditions remain unchanged.

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CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 31	925,900	74,100	1,000,000	2,050,000	461,216	1,377,881	2,543,277	917,966
Mod 32	0	0	0	0	0	122,837	161,719	0
Mod 33	0	0	0	0	0	0	125,999	0
Mod 34	0	0	0	0	0	0	152,551	0
Mod 35	0	0	0	0	0	-1,718	12,572	0
Mod 36	0	0	0	0	0	-58	9,848	0
Mod 37	1,157,407	92,593	1,250,000	1,800,000	460,549	43,654	20,174	39,000
Mod 38	0	0	0	0	9,130	0	0	0
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod 50	0	0	0	0	0	32,857	8,544	0
TOTAL	\$3,240,707	\$259,293	\$3,500,000	\$4,850,000	\$1,387,645	\$2,541,669	\$4,810,528	\$1,387,645

\*Includes \$2,354,033 for cost and \$187,636 for fee

Accounting & Appropriation Data:

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3272	C976035	976-0402-0000	7,044.00	Complete	1118
	RFU.3275	C976039	976-0402-0000	<u>1,500.00</u>	Complete	1144
<b>CLIN 01 Total</b>				<b>\$8,544.00</b>		
CLIN 03	RFU.3267	C272401	272-4201-0000	34,050.00	Complete	3241
	GGK.1578	R22987	522-1831-0100	<u>-1,193.00</u>	Deobligate, Complete	3096
<b>CLIN 03 Total</b>				<b><u>32,857.00</u></b>		
<b>Grand Total</b>				<b>\$41,401.00</b>		

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 12

2. AMENDMENT/MODIFICATION NO. 51	3. EFFECTIVE DATE November 1, 2001	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

### 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Page 3

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

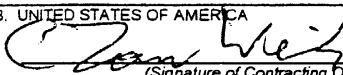
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 1989)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purposes of this modification are to exercise Option Year Three, to add incremental funding to the contract, and to update contract Exhibit D - Wage Determination and Collective Bargaining Agreement (CBA). Therefore, the subject contract is hereby revised as follows:

(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) C. TOM WEIH
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10-29-01

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a) is hereby revised to read as follows:

“The total fixed price for CLIN 02 is \$1,850,095.”

2. Section B, Paragraph B.4, MINIMUM AND MAXIMUM ORDER QUANTITIES, CLIN 01 AND CLIN 03, is hereby revised to read as follows:

- “(a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$6,650,000, respectively.
- “(b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$4,750,000, respectively.”

3. Section B, Paragraph B.6, Labor Categories, the “FULLY BURDENED LABOR RATES—CLIN 01 for Year 3” and “LABOR RATES--CLIN 03 (Excluding Fee) for Year 3” are replaced, commencing November 1, 2001, by the rates for Year 4 provided in contract Section H, Paragraph H.12, Options.

4. Section F, Paragraph F.2, Period Of Performance, is hereby revised to read as follows:

“The period of performance of this contract shall be 48 months from the effective date of the contract.”

5. Section I, Paragraph I.1, Listing of Clauses Incorporated by Reference, FAR Clause 52.216-22 is hereby revised to read as follows:

“Indefinite Quantity (OCT 1995) [Insert “October 31, 2002” for the blank in paragraph (d)]”

6. Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$11,751, of which \$10,811 is allocated for cost and \$940 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,364,844. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$188,576 is obligated under this contract for payment of fee for CLIN 03.”

7. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$0.00 on CLIN 01 and additional funding in the amount of \$40,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$4,810,528 and \$1,427,645, respectively, 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 as they become available.”

8. Exhibit D is revised to delete “Register of Wage Determination and Fringe Benefits #94-2544, Rev 20, September 19, 2000” and to substitute the attached “Register of Wage Determination and Fringe Benefits #1994-2544, Rev. 23, May 15, 2001” in place thereof.

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**ACCOUNTING & APPROPRIATION DATA**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3300	C295803	29584030000	4,511.00	COMPLETE	3031
	RFU.3314	C480301	48032010000	<u>7,240.00</u>	COMPLETE	3171
<b>CLIN 01 Total</b>				<b>\$11,751.00</b>		
CLIN 02	RFU.3329	M2084	99220030200	<u>40,000.00</u>	COMPLETE	N/A
<b>CLIN 02 Total</b>				<b>40,000.00</b>		
CLIN 03				0.00		
<b>CLIN 03 Total</b>				<u>0.00</u>		
<b>Grand Total</b>				<b>\$51,751.00</b>		

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 38	2,083,307	166,693	2,250,000	4,850,000	930,895	1,542,596	3,026,140	956,966
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod.50	0	0	0	0	0	32,857	8,544	0
Mod 51	<u>1,157,407</u>	<u>92,593</u>	<u>1,250,000</u>	<u>1,800,000</u>	<u>462,450</u>	<u>11,751</u>	<u>0</u>	<u>40,000</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,850,095</b>	<b>\$2,553,420</b>	<b>\$4,810,528</b>	<b>\$1,427,645</b>

\*Includes \$2,364,844 for cost and \$188,576 for fee

94-2544 VA.NORFOLK 05/22/01

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

Wage Determination No.: 1994-2544

William W. Gross Division of | Revision No.: 23  
Director Wage Determinations | Date Of Last Revision: 05/15/2001

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews,  
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach,  
Williamsburg, York

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.38
Accounting Clerk II	10.58
Accounting Clerk III	13.17
Accounting Clerk IV	14.28
Court Reporter	12.87
Dispatcher, Motor Vehicle	12.63
Document Preparation Clerk	9.71
Duplicating Machine Operator	9.71
Film/Tape Librarian	9.60
General Clerk I	7.91
General Clerk II	9.73
General Clerk III	12.10
General Clerk IV	13.53
Housing Referral Assistant	14.93
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	10.12
Order Clerk II	13.24
Personnel Assistant (Employment) I	10.43
Personnel Assistant (Employment) II	12.06
Personnel Assistant (Employment) III	12.74
Personnel Assistant (Employment) IV	14.59
Production Control Clerk	16.40
Rental Clerk	10.32
Scheduler, Maintenance	11.24
Secretary I	11.24
Secretary II	13.08
Secretary III	14.93
Secretary IV	17.50
Secretary V	18.37

Service Order Dispatcher	11.04
Stenographer I	10.45
Stenographer II	11.74
Supply Technician	15.74
Survey Worker (Interviewer)	11.18
Switchboard Operator-Receptionist	8.36
Test Examiner	13.08
Test Proctor	13.08
Travel Clerk I	9.02
Travel Clerk II	9.63
Travel Clerk III	10.27
Word Processor I	10.70
Word Processor II	12.05
Word Processor III	13.50
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	10.35
Computer Operator II	11.97
Computer Operator III	14.82
Computer Operator IV	17.17
Computer Operator V	18.25
Computer Programmer I (1)	18.32
Computer Programmer II (1)	20.73
Computer Programmer III (1)	24.72
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.07
Computer Systems Analyst II (1)	26.57
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.93
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.79
Automotive Glass Installer	15.31
Automotive Worker	15.31
Electrician, Automotive	16.03
Mobile Equipment Servicer	13.84
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.31
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	13.05
Motor Vehicle Upholstery Worker	14.56
Motor Vehicle Wrecker	15.31
Painter, Automotive	16.03
Radiator Repair Specialist	14.56
Tire Repairer	13.37
Transmission Repair Specialist	16.79
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.39
Cook II	9.28
Dishwasher	7.20
Food Service Worker	7.20
Meat Cutter	11.54
Waiter/Waitress	7.56
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.43
Furniture Handler	13.34
Furniture Refinisher	16.03

Furniture Refinisher Helper	13.05	
Furniture Repairer, Minor	14.56	
Upholsterer	16.03	
General Services and Support Occupations		
Cleaner, Vehicles	8.29	
Elevator Operator	7.20	
Gardener	10.19	
House Keeping Aid I	6.93	
House Keeping Aid II	8.88	
Janitor	8.28	
Laborer, Grounds Maintenance	8.65	
Maid or Houseman	6.46	
Pest Controller	8.74	
Refuse Collector	8.28	
Tractor Operator	9.71	
Window Cleaner	9.00	
Health Occupations		
Dental Assistant	11.11	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.21	
Licensed Practical Nurse I	10.24	
Licensed Practical Nurse II	11.49	
Licensed Practical Nurse III	12.85	
Medical Assistant	9.79	
Medical Laboratory Technician	11.39	
Medical Record Clerk	10.90	
Medical Record Technician	13.15	
Nursing Assistant I	7.67	
Nursing Assistant II	8.63	
Nursing Assistant III	9.42	
Nursing Assistant IV	10.56	
Pharmacy Technician	11.84	
Phlebotomist	11.49	
Registered Nurse I	17.93	
Registered Nurse II	21.36	
Registered Nurse II, Specialist	21.29	
Registered Nurse III	25.76	
Registered Nurse III, Anesthetist	25.76	
Registered Nurse IV	30.87	
Information and Arts Occupations		
Audiovisual Librarian	14.23	
Exhibits Specialist I	15.55	
Exhibits Specialist II	18.89	
Exhibits Specialist III	20.98	
Illustrator I	16.39	
Illustrator II	19.91	
Illustrator III	22.11	
Librarian	18.81	
Library Technician	11.41	
Photographer I	11.73	
Photographer II	15.55	
Photographer III	18.89	
Photographer IV	20.98	
Photographer V	25.39	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	6.95	
Counter Attendant	6.95	
Dry Cleaner	7.44	



Finisher, Flatwork, Machine	6.95	
Presser, Hand	6.95	
Presser, Machine, Drycleaning	6.95	
Presser, Machine, Shirts	6.95	
Presser, Machine, Wearing Apparel, Laundry		6.95
Sewing Machine Operator	7.97	
Tailor	9.68	
Washer, Machine	7.49	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		16.66
Tool and Die Maker	18.46	
Material Handling and Packing Occupations		
Forklift Operator	12.33	
Fuel Distribution System Operator		13.84
Material Coordinator	16.69	
Material Expediter	16.69	
Material Handling Laborer	8.86	
Order Filler	8.94	
Production Line Worker (Food Processing)		10.91
Shipping Packer	10.54	
Shipping/Receiving Clerk	10.54	
Stock Clerk (Shelf Stocker; Store Worker II)		11.42
Store Worker I	9.02	
Tools and Parts Attendant	14.93	
Warehouse Specialist	14.36	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	19.46	
Aircraft Mechanic Helper	15.13	
Aircraft Quality Control Inspector	20.32	
Aircraft Servicer	16.87	
Aircraft Worker	17.74	
Appliance Mechanic	16.03	
Bicycle Repairer	13.37	
Cable Splicer	16.79	
Carpenter, Maintenance	16.03	
Carpet Layer	17.61	
Electrician, Maintenance	16.79	
Electronics Technician, Maintenance I		15.14
Electronics Technician, Maintenance II		15.48
Electronics Technician, Maintenance III		16.59
Fabric Worker	14.56	
Fire Alarm System Mechanic		16.79
Fire Extinguisher Repairer	13.84	
Fuel Distribution System Mechanic		16.79
General Maintenance Worker	15.31	
Heating, Refrigeration and Air Conditioning Mechanic		16.79
Heavy Equipment Mechanic		16.79
Heavy Equipment Operator		16.79
Instrument Mechanic	16.79	
Laborer	10.02	
Locksmith	16.03	
Machinery Maintenance Mechanic		16.75
Machinist, Maintenance	16.79	
Maintenance Trades Helper		13.05
Millwright	20.58	
Office Appliance Repairer		16.03
Painter, Aircraft	17.49	

Painter, Maintenance	16.03	
Pipefitter, Maintenance	16.79	
Plumber, Maintenance	16.03	
Pneudraulic Systems Mechanic	16.79	
Rigger	16.79	
Scale Mechanic	15.31	
Sheet-Metal Worker, Maintenance	16.79	
Small Engine Mechanic	15.31	
Telecommunication Mechanic I	16.79	
Telecommunication Mechanic II	20.16	
Telephone Lineman	16.79	
Welder, Combination, Maintenance	16.79	
Well Driller	16.79	
Woodcraft Worker	16.79	
Woodworker	13.84	
Miscellaneous Occupations		
Animal Caretaker	7.25	
Carnival Equipment Operator	8.79	
Carnival Equipment Repairer	9.22	
Carnival Worker	6.26	
Cashier	6.45	
Desk Clerk	7.25	
Embalmer	17.63	
Lifeguard	7.34	
Mortician	17.63	
Park Attendant (Aide)	9.21	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.22
Recreation Specialist	13.50	
Recycling Worker	10.14	
Sales Clerk	7.34	
School Crossing Guard (Crosswalk Attendant)		8.28
Sport Official	6.38	
Survey Party Chief (Chief of Party)	11.30	
Surveying Aide	7.05	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		10.27
Swimming Pool Operator	10.33	
Vending Machine Attendant	10.14	
Vending Machine Repairer	11.88	
Vending Machine Repairer Helper	10.14	
Personal Needs Occupations		
Child Care Attendant	6.63	
Child Care Center Clerk	10.26	
Chore Aid	6.46	
Homemaker	10.45	
Plant and System Operation Occupations		
Boiler Tender	16.79	
Sewage Plant Operator	17.81	
Stationary Engineer	16.79	
Ventilation Equipment Tender	13.05	
Water Treatment Plant Operator	17.81	
Protective Service Occupations		
Alarm Monitor	9.87	
Corrections Officer	12.33	
Court Security Officer	13.19	
Detention Officer	13.19	
Firefighter	13.65	
Guard I	7.67	

Guard II	9.18	
Police Officer	15.86	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	14.68	
Hatch Tender	12.76	
Line Handler	12.76	
Stevedore I	14.04	
Stevedore II	15.42	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	27.37	
Air Traffic Control Specialist, Station (2)	18.88	
Air Traffic Control Specialist, Terminal (2)	20.78	
Archeological Technician I	11.83	
Archeological Technician II	13.30	
Archeological Technician III	16.43	
Cartographic Technician	17.17	
Civil Engineering Technician	18.89	
Computer Based Training (CBT) Specialist/ Instructor		20.97
Drafter I	10.42	
Drafter II	11.73	
Drafter III	14.74	
Drafter IV	17.91	
Engineering Technician I	14.16	
Engineering Technician II	15.15	
Engineering Technician III	18.67	
Engineering Technician IV	22.61	
Engineering Technician V	26.41	
Engineering Technician VI	32.63	
Environmental Technician	16.43	
Flight Simulator/Instructor (Pilot)	24.14	
Graphic Artist	18.24	
Instructor	18.12	
Laboratory Technician	12.28	
Mathematical Technician	16.43	
Paralegal/Legal Assistant I	12.60	
Paralegal/Legal Assistant II	15.30	
Paralegal/Legal Assistant III	18.72	
Paralegal/Legal Assistant IV	22.65	
Photooptics Technician	18.89	
Technical Writer	17.88	
Unexploded (UXO) Safety Escort		17.16
Unexploded (UXO) Sweep Personnel		17.16
Unexploded Ordnance (UXO) Technician I		17.16
Unexploded Ordnance (UXO) Technician II		20.76
Unexploded Ordnance (UXO) Technician III		24.88
Weather Observer, Combined Upper Air and Surface Programs (3)		14.08
Weather Observer, Senior (3)	15.24	
Weather Observer, Upper Air (3)	14.08	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	9.75	
Parking and Lot Attendant	7.22	
Shuttle Bus Driver	9.33	
Taxi Driver	8.80	
Truckdriver, Heavy Truck	13.31	
Truckdriver, Light Truck	9.33	
Truckdriver, Medium Truck	9.75	
Truckdriver, Tractor-Trailer	13.31	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury

such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE 1 OF 4 PAGE(S) 4

2. AMENDMENT/MODIFICATION NO. 52 3. EFFECTIVE DATE November 1, 2001 4. REQUISITION/PURCHASE REQ. NO. See Block 12 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199 7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128 10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

() 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 Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

- A. The purposes of this modification are to:
1. Revise the total fixed price for CLIN 02 to reflect inclusion of new wage determination in Modification 51.
  2. Update the table entitled "CLIN 01-Fully Burdened Labor Rates for Year 4" in Paragraph B.6, Labor Categories, to reflect the adjustments resulting from the new Wage Determination incorporated into the contract by Modification 51.
  3. To incrementally fund CLIN01 and CLIN 03.
  4. To amend the subcontracting plan elements for SRE reporting.

(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) PAUL SENSMEIER, CONTRACT MANAGER 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS 15B. CONTRACTOR/OFFEROR Paul Sensmeier 15C. DATE SIGNED 11/20/01 16B. UNITED STATES OF AMERICA BY 16C. DATE SIGNED 11/21/01





4. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$1,976, of which \$1,976 is allocated for cost and \$0 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,366,820. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$188,576 is obligated under this contract for payment of fee for CLIN 03.”

5. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$261,001 on CLIN 01 and additional funding in the amount of \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,071,529 and \$1,427,645, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

6. Part III, Exhibit H, Approved Subcontracting Plan – substitute the following Plan Elements for those currently approved:



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**ACCOUNTING & APPROPRIATION DATA**

PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>					
RFU.3374	C976042	976-0402-0000	\$4,882.00	Complete	1163
RFU.3384	C976036	976-0402-0000	\$4,154.00	Complete	1142
RFU.3405	M4121	992-2004-7100	\$211,340.00	Complete	1109, 1172
RFU.3406	M4121	992-2004-7100	\$5,905.00	Complete	1110
RFU.3407	M4121	992-2004-7100	\$10,505.00	Complete	1113
RFU.3408	M3968	992-2004-7100	\$14,715.00	Complete	1162
RFU.3424	C976039	976-0402-0000	\$500.00	Complete	1144
RFU.3425	C976028	976-0402-0000	<u>\$9,000.00</u>	Complete	1081
<b>CLIN 01 TOTAL</b>			<b>\$261,001.00</b>		

**CLIN 03**

RFU.3413	M3660	997-1800-1600	<u>\$1,976.00</u>	Complete	3242
<b>CLIN 03 TOTAL</b>			<b><u>\$1,976.00</u></b>		

**TOTAL PRICE \$262,977.00**

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 38	2,083,307	166,693	2,250,000	4,850,000	930,895	1,542,596	3,026,140	956,966
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod.50	0	0	0	0	0	32,857	8,544	0
Mod 51	1,157,407	92,593	1,250,000	1,800,000	462,450	11,751	0	40,000
Mod 52	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16,555</u>	<u>1,976</u>	<u>261,001</u>	<u>0</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$2,555,396</b>	<b>\$5,071,529</b>	<b>\$1,427,645</b>

\*Includes \$2,366,820 for cost and \$188,576 for fee

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 2

2. AMENDMENT/MODIFICATION NO. 53	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

CODE	FACILITY CODE
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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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

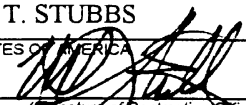
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

- A. The purpose of this modification is to:
- To incrementally fund CLIN 01 and CLIN 02.

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/28/01

B. Accordingly, the subject contract is hereby amended as follows:

1. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$26,393 on CLIN 01 and \$39,849 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,097,922 and \$1,467,494, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 31, 2001 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

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**ACCOUNTING & APPROPRIATION DATA**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3446	M4560	99220050700	\$11,789.00	COMPLETE	1077
	RFU.3454	M3968	99220047100	\$4,664.00	COMPLETE	1169
	RFU.3462	M4121	99220047100	\$9,940.00	COMPLETE	1168
	<b>CLIN 01 TOTAL</b>			<b>\$26,393.00</b>		
CLIN 02	RFU.3458	M2084	99220030200	\$39,849.00	COMPLETE	N/A
	<b>CLIN 02 TOTAL</b>			<b>\$39,849.00</b>		
<b>TOTAL PRICE</b>				<b>\$66,242.00</b>		

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 38	2,083,307	166,693	2,250,000	4,850,000	930,895	1,542,596	3,026,140	956,966
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod.50	0	0	0	0	0	32,857	8,544	0
Mod 51	1,157,407	92,593	1,250,000	1,800,000	462,450	11,751	0	40,000
Mod 52	0	0	0	0	16,555	1,976	261,001	0
Mod 53	0	0	0	0	0	0	26,393	39,849
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$2,555,396</b>	<b>\$5,097,922</b>	<b>\$1,467,494</b>

\*Includes \$2,366,820 for cost and \$188,576 for fee

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 3

2. AMENDMENT/MODIFICATION NO. 54	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

CODE	FACILITY CODE
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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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

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

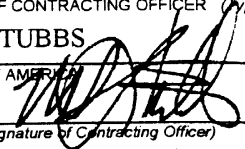
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

- To incrementally fund CLIN 01, CLIN 02, and CLIN 03.

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 12/21/01

**FILE COPY**

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$20,579, of which \$18,933 is allocated for cost and \$1,646 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,385,753. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$190,222 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$32,078 on CLIN 01 and \$399,156 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,130,000 and \$1,866,650 respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2002 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

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**ACCOUNTING & APPROPRIATION DATA**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3369	M4274	992-3011-0100	\$1,000.00	Complete	1173
	RFU.3457	M1758	997-1800-1600	\$1,000.00	Complete	1174
	RFU.3488	M3968	992-2004-7100	\$17,558.00	Complete	1167
	RFU.3511	M3869	992-3007-0100	<u>\$12,520.00</u>	Complete	1171
			<b>CLIN 01 TOTAL</b>	\$32,078.00		
CLIN 02	RFU.3543	M2084	992-2003-0200	\$395,151.00	Complete	NA
	RFU.3543	M3968	992-2004-7100	<u>\$4,005.00</u>	Complete	NA
			<b>CLIN 02 TOTAL</b>	\$399,156.00		
CLIN 03	RFU.3516	C480301	480-3201-0000	\$579.00	Complete	3171
	RFU.3539	C482601	482-6201-0000	<u>\$20,000.00</u>	Complete	3193, 3194
			<b>CLIN 03 TOTAL</b>	<u>20,579.00</u>		
			<b>GRAND TOTAL</b>	\$451,813.00		

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 38	2,083,307	166,693	2,250,000	4,850,000	930,895	1,542,596	3,026,140	956,966
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	—0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod.50	0	0	0	0	0	32,857	8,544	0
Mod 51	1,157,407	92,593	1,250,000	1,800,000	462,450	11,751	0	40,000
Mod 52	0	0	0	0	16,555	1,976	261,001	0
Mod 53	0	0	0	0	0	0	26,393	39,849
Mod 54	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20,579</u>	<u>32,078</u>	<u>399,156</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$2,575,975</b>	<b>\$5,130,000</b>	<b>\$1,866,650</b>

\*Includes \$2,385,753 for cost and \$190,222 for fee

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGE(S)
	1		3

2. AMENDMENT/MODIFICATION NO. 55	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	CODE	7. ADMINISTERED BY (if other than item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

CODE \_\_\_\_\_ 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Last Page

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	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.
X	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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to:

- To incrementally fund CLIN 01 and CLIN 03.
- To Amend the Statement of Work to incorporate provisions for inspection of maintenance activities.

(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) PAUL SENSMEIER, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR <i>Paul Sensmeier</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 2/6/02	16C. DATE SIGNED 2/6/02

FILE COPY



B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$81,848, of which \$75,300 is allocated for cost and \$6,548 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,461,053. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$196,770 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$107,956 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,237,956 and \$1,866,650 respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2002 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

3. Part I, Section C, C.1 STATEMENT OF WORK, Part III Contractor Tasks, Subpart 2.5, Paragraph 2.5.2 Construction Inspection – the following is hereby inserted after the first subparagraph as follows:

“The Contractor shall provide Quality Assurance Evaluation (QAE) services for maintenance, repair, and construction activities performed on LaRC facilities. Maintenance, repair, and construction activities include management, trouble calls, recurring work, and non-recurring (IQ) work performed by the Facilities and Equipment Support Services Contractor (FESS) and his Subcontractors. The Contractor shall inspect, check and witness, collect performance metric data, prepare documentation and reports, and participate in performance review meetings to support the Projects and Contracts Management Branch Quality Assurance Program.”

4. Part I, Section C, C.1 STATEMENT OF WORK, Part III Contractor Tasks, Subpart 2.5, Paragraph 2.5.3 Performance Evaluation for Construction Phase Services, Subparagraph 2.5.3.2 Schedule Metrics - the following metric (6) is hereby added:

“(6) Did the Contractor submit the properly completed QAE Work Sheets and Analysis Forms to the COTR within the time specified in the QAE Task Order?”

\*\*\*\*\*

**ACCOUNTING & APPROPRIATION DATA**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>	RFU.3567	M3968	992-2004-7100	\$1,016.00	Complete	1170
	RFU.3568	M3968	992-2004-7100	\$4,026.00	Complete	1158
	RFU.3593	M3968	992-2004-7100	\$22,711.00	Complete	1145
	RFU.3594	M4121	992-2004-7100	\$4,328.00	Complete	1110
	RFU.3595	M3968	992-2004-7100	\$25,000.00	Complete	1177
	RFU.3600	C976036	976-0402-0000	\$4,575.00	Complete	1142
	RFU.3602	C976043	976-0402-0000	\$28,840.00	Complete	1179
	RFU.3675	M4121	992-2004-7100	<u>\$17,460.00</u>	Complete	1175
			<b>CLIN 01 TOTAL</b>	<b>\$107,956.00</b>		
<b>CLIN 03</b>	RFU.3610	M3968	992-2004-7100	\$35,000.00	Complete	3244, 3247
	RFU.3652	C482701	482-7201-0000	\$5,000.00	Complete	3221
	RFU.3684	M4567	992-2004-1600	<u>\$41,848.00</u>	Complete	3248
			<b>CLIN 03 TOTAL</b>	<b><u>\$81,848.00</u></b>		

**MODIFICATION TOTAL \$189,804.00**

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 38	2,083,307	166,693	2,250,000	4,850,000	930,895	1,542,596	3,026,140	956,966
Mod 39	0	0	0	0	0	126,200	475,973	430,679
Mod 40	0	0	0	0	0	90,296	135,496	0
Mod 41	0	0	0	0	0	15,000	0	0
Mod 42	0	0	0	0	0	197,049	169,929	0
Mod 43	0	0	0	0	0	315,053	237,014	0
Mod 44	0	0	0	0	0	99,340	55,909	0
Mod 45	0	0	0	0	0	5,796	244,484	0
Mod 46	0	0	0	0	0	25,000	159,940	0
Mod 47	0	0	0	0	0	16,560	275,292	0
Mod 48	0	0	0	0	0	0	12,908	0
Mod 49	0	0	0	0	0	0	8,899	0
Mod.50	0	0	0	0	0	32,857	8,544	0
Mod 51	1,157,407	92,593	1,250,000	1,800,000	462,450	11,751	0	40,000
Mod 52	0	0	0	0	16,555	1,976	261,001	0
Mod 53	0	0	0	0	0	0	26,393	39,849
Mod 54	0	0	0	0	0	20,579	32,078	399,156
Mod 55	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>81,848</u>	<u>107,956</u>	<u>0</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$2,657,823</b>	<b>\$5,237,956</b>	<b>\$1,866,650</b>

\*Includes \$2,461,053 for cost and \$196,770 for fee

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE 1 OF PAGE(S) 2

2. AMENDMENT/MODIFICATION NO. 56  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. See Block 12  
5. PROJECT NO. (If applicable)

6. ISSUED BY  
National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-2199  
7. ADMINISTERED BY (If other than Item 6)  
CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  
Sverdrup Technology, Inc.  
Technology Group  
600 William Northern Boulevard  
Tullahoma, TN 37388  
(4)  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
X NAS1-98128  
10B. DATED (SEE ITEM 13)  
11/1/98  
CODE 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) 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.  
X 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)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

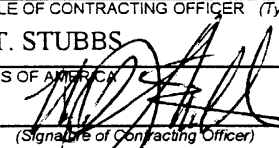
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

1. To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$136,274.

(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)  
15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
MICHAEL T. STUBBS  
16B. UNITED STATES OF AMERICA  
BY   
(Signature of Contracting Officer)  
16C. DATE SIGNED  
3/6/02

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$124,174, of which \$114,240 is allocated for cost and \$9,934 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,575,293. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$206,704 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$12,000 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,249,956 and \$1,866,650 respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2002 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

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**ACCOUNTING & APPROPRIATION DATA**

CLIN	PR Number	Job Order	Program Number	Amount	Status	Task Number
01	RFS.1556	M3968	992-20-04-7100	<u>\$12,100.00</u>	Complete	1181
<b>CLIN 01 TOTAL</b>				\$12,100.00		
03	RFS.1570	M4123	992-20-04-7100	\$11,305.00	Complete	3246
	RFS.1570	M4171	992-20-04-7100	\$11,305.00	Complete	3246
	RFS.1571	M4123	992-20-04-7100	\$10,000.00	Complete	3245
	RFS.1571	M4171	992-20-04-7100	\$10,000.00	Complete	3245
	RFU.3717	C296102	296-14-03-0000	\$37,637.00	Complete	3174, 3179
	RFU.3718	C296302	296-34-03-0000	\$40,000.00	Complete	3257
	RFU.3720	C482601	482-62-01-0000	<u>\$3,927.00</u>	Complete	3194
<b>CLIN 03 TOTAL</b>				<u>\$124,174.00</u>		
<b>MODIFICATION TOTAL</b>				\$136,274.00		

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 55	3,240,714	259,286	3,500,000	6,650,000	1,409,900	2,581,901	5,237,956	1,866,650
<u>Mod 56</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>124,174</u>	<u>12,000</u>	<u>0</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$7,650,000</b>	<b>\$1,866,650</b>	<b>\$2,781,997</b>	<b>\$5,249,956</b>	<b>\$1,866,650</b>

\*Includes \$2,575,293 for cost and \$206,704 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1	OF 3	PAGE(S) 3
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)			
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199			7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388				(4)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128		
					10B. DATED (SEE ITEM 13) 11/1/98		
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

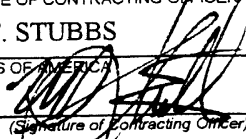
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

1. To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$162,600.

(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) MICHAEL T. STUBBS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 4/1/02
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$92,573, of which \$85,167 is allocated for cost and \$7,406 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,660,460. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$214,110 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$70,027 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,320,083 and \$1,866,650 respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2002 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

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CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 55	3,240,714	259,286	3,500,000	6,650,000	1,409,900	2,581,901	5,237,956	1,866,650
Mod 56	0	0	0	0	0	124,174	12,100	0
Mod 57	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>92,573</u>	<u>70,027</u>	<u>0</u>
TOTAL	\$4,398,114	\$351,886	\$4,750,000	\$7,650,000	\$1,866,650	\$2,874,570	\$5,320,083	\$1,866,650

\*Includes \$2,660,460 for cost and \$214,110 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>	RFS.1620	M4121	992-20-04-7100	\$12,744.00	Complete	1178
	RFS.1621	M4121	992-20-04-7100	\$10,743.00	Complete	1169
	RFU.3728	C976038	976-04-02-0000	\$17,039.00	Complete	1097
	RFU.3729	C976036	976-04-02-0000	\$21,261.00	Complete	1142
	RFU.3744	R26918	728-50-10-0100	\$4,947.00	Complete	1145
	RFU.3750	M4567	992-20-04-1600	<u>\$3,293.00</u>	Complete	1185
			<b>CLIN 01 TOTAL</b>	<b>\$70,027.00</b>		
<b>CLIN 03</b>	RFQ.1060	C296302	296-34-03-0000	\$39,306.00	Complete	3258
	RFS.1600	M3968	992-20-04-7100	\$20,000.00	Complete	3243, 3260, 3263, 3267
	RFU.3730	C482701	482-72-01-0000	\$16,231.00	Complete	3221
	RFU.3731	C482601	482-62-01-0000	\$5,226.00	Complete	3193
	RFU.3737	C296302	296-34-03-0000	<u>\$11,810.00</u>	Complete	3257
			<b>CLIN 03 TOTAL</b>	<b><u>\$92,573.00</u></b>		
			<b>TOTAL MODIFICATION</b>	<b>\$162,600.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 3

2. AMENDMENT/MODIFICATION NO. 58	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

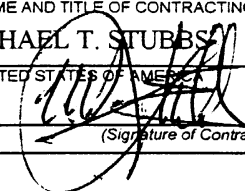
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

- A. The purpose of this modification is to:
- To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$248,586.

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 5/6/02



B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$98,818, of which \$90,913 is allocated for cost and \$7,905 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,751,373. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$222,015 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$149,768 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,469,851 and \$1,866,650 respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2002 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	6,650,000	1,409,900	2,798,648	5,320,083	1,866,650
Mod 58	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>98,818</u>	<u>149,768</u>	<u>0</u>
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$7,650,000</b>	<b>\$1,866,650</b>	<b>\$2,973,388</b>	<b>\$5,469,851</b>	<b>\$1,866,650</b>

\*Includes \$2,751,373 for cost and \$222,015 for fee

**ACCOUNTING & APPROPRIATION DATA**

<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>
<b>CLIN 01</b>				
RFS.1749	R19513	229-01-02-1000	\$500.00	Complete
RFS.1749	R25024	229-10-72-2100	\$500.00	Complete
RFU.3751	M4567	992-20-04-1600	\$9,251.00	Complete
RFU.3753	M4567	992-20-04-1600	\$8,971.00	Complete
RFU.3761	C976030	976-04-02-0000	\$9,915.00	Complete
RFU.3762	M4580	992-10-01-0400	\$84,126.00	Complete
RFU.3765	C976018	976-04-02-0000	\$8,352.00	Complete
RFU.3766	C976036	976-04-02-0000	\$6,993.00	Complete
RFU.3768	C976043	976-04-02-0000	\$21,160.00	Complete

**CLIN 01 TOTAL** \$149,768.00

**CLIN 03**

RFU.3752	C493001	493-02-01-0000	\$24,915.00	Complete
RFU.3755	C492801	492-82-01-0000	\$26,255.00	Complete
RFU.3757	C296202	296-24-03-0000	\$47,648.00	Complete

**CLIN 03 TOTAL** \$98,818.00

**TOTAL CONTRACT MOD** \$248,586.00

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 3

2. AMENDMENT/MODIFICATION NO. 59	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (if other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(+)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(+)	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.
X	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)

E. **IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

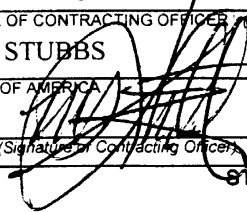
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

- To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$238,541.

(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) <b>MICHAEL T. STUBBS</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>6/4/02</b>

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$134,157, of which \$123,425 is allocated for cost and \$10,733 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,874,797. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$232,748 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$104,384 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,574,235 and \$1,866,650 respectively, 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 as they become available.”

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	6,650,000	1,409,900	2,798,648	5,320,083	1,866,650
Mod 58	0	0	0	0	0	98,818	149,768	0
Mod 59	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>134,157</u>	<u>104,384</u>	<u>0</u>
TOTAL	\$4,398,114	\$351,886	\$4,750,000	\$7,650,000	\$1,866,650	\$3,107,545	\$5,574,235	\$1,866,650

\*Includes \$2,874,797 for cost and \$232,748 for fee

- CORRECTED -

**ACCOUNTING & APPROPRIATION DATA**

<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>					
RFU.3770	M4567	992-20-04-16-00	\$3,140	Complete	1188
RFU.3771	M4567	992-20-04-16-00	\$55,357	Complete	1187
RFU.3772	R26898	706-63-61-01-00	\$5,172	Complete	1189
RFU.3787	C482401	482-42-01-00-00	\$19,972	Complete	1184
RFU.3788	C976031	976-04-02-00-00	\$4,964	Complete	1151
RFU.3791	C976027	976-04-02-00-00	\$2,782	Complete	1194
RFU.3792	C976038	976-04-02-00-00	\$2,628	Complete	1097
RFU.3802	M3869	992-30-07-01-00	\$3,831	Complete	1195
RFU.3803	M4148	992-30-11-03-00	\$4,508	Complete	1196
RFU.3804	M3869	992-30-07-01-00	\$2,030	Complete	1192
<b>CLIN 01 TOTAL</b>			<b>\$104,384</b>		
<b>CLIN 03</b>					
RFU.3776	M3968	992-20-04-71-00	\$22,647	Complete	3268, 3264
RFU.3777	M4567	992-20-04-16-00	\$106,215	Complete	3248
RFU.3797	C482601	482-62-01-00-00	\$2,233	Complete	3193
RFU.3798	C295803	295-84-03-00-00	\$3,062	Complete	3031
<b>CLIN 03 TOTAL</b>			<b>\$134,157</b>		
<b>TOTAL CONTRACT MOD</b>			<b>\$238,541</b>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1	OF 3	PAGE(S) 3
2. AMENDMENT/MODIFICATION NO. 60		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199				7. ADMINISTERED BY (If other than Item 6)		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

E. **IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

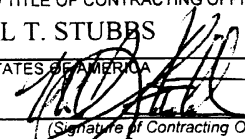
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

1. To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$168,988
2. To correct tabulation error in modification #51

(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) MICHAEL T. STUBBS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 7/8/02
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$25,000, of which \$23,000 is allocated for cost and \$2,000 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,897,797. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$234,748 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$143,988 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,718,223 and \$1,866,650 respectively, 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 as they become available.”

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,648	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25,000</u>	<u>143,988</u>	<u>0</u>
TOTAL	\$4,398,114	\$351,886	\$4,750,000	\$6,650,000	\$1,866,650	\$3,132,545	\$5,718,223	\$1,866,650

\*Includes \$2,897,797 for cost and \$234,748 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>						
	RFS.1902	M4567	992-20-04-16-00	\$65,266.00	Complete	1193
	RFS.1975	M4598	992-20-04-16-00	\$44,943.00	Complete	1200
	RFS.2004	M4121	992-20-04-71-00	\$2,413.00	Complete	1109
	RFU.3809	C295904	295-92-02-00-00	\$14,021.00	Complete	1081
	RFU.3810	C976036	976-04-02-00-00	\$6,994.00	Complete	1201
	RFU.3817	C976036	976-04-02-00-00	\$10,351.00	Complete	1142
			<b>CLIN 01 TOTAL</b>	<b>\$143,988.00</b>		
<b>CLIN 03</b>						
	RFS.1946	M4560	992-20-05-07-00	\$13,000.00	Complete	3270
	RFU.3800	R26918	728-50-10-01-00	\$12,000.00	Complete	3261
			<b>CLIN 03 TOTAL</b>	<b>\$25,000.00</b>		
			<b>TOTAL CONTRACT MOD</b>	<b>\$168,988.00</b>		



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 61	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(+)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(+)	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.
X	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)

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

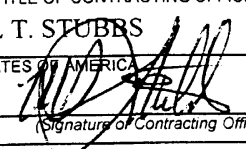
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$51,267

(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) MICHAEL T. STUBBS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 8/5/02

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$49,467, of which \$45,509 is allocated for cost and \$3,958 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,943,306. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$238,706 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$1,800 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$5,720,023 and \$1,866,650 respectively, 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 as they become available.”

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,648	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$3,182,012</b>	<b>\$5,720,023</b>	<b>\$1,866,650</b>

\*Includes \$2,943,306 for cost and \$238,706 for fee

**ACCOUNTING & APPROPRIATION DATA**

<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>					
RFU.3832	AS5402	772-20-09-22-00	\$663.19	Complete	1179
RFU.3832	M3213	992-20-09-32-00	\$1,136.81	Complete	1179
<b>CLIN 01 TOTAL</b>			<b>\$1,800.00</b>		
<b>CLIN 03</b>					
RFU.3827	C482701	482-72-01-00-00	\$4,467.00	Complete	3220
RFU.3828	C296202	296-24-03-00-00	\$45,000.00	Complete	3266
<b>CLIN 03 TOTAL</b>			<b>\$49,467.00</b>		
<b>TOTAL CONTRACT MOD</b>			<b>\$51,267.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGE(S)  
1 3

2. AMENDMENT/MODIFICATION NO 62  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO See Block 12  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-2199  
7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  
Sverdrup Technology, Inc.  
Technology Group  
600 William Northern Boulevard  
Tullahoma, TN 37388  
(4)  
9A. AMENDMENT OF SOLICITATION NO  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
NASI-98128  
X  
10B. DATED (SEE ITEM 13)  
11/1/98  
CODE 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) 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  
X 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)

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

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

A. The purpose of this modification is to:

To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$658,195

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 3A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
MICHAEL T. STUBBS  
16B. UNITED STATES OF AMERICA  
BY (Signature of Contracting Officer)  
16C. DATE SIGNED  
7/9/02

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$30,980, of which \$28,502 is allocated for cost and \$2,478 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,971,808. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$241,184 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$627,215 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,347,238 and \$1,866,650 respectively, 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 as they become available.”

\*\*\*\*\*

CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,348	5,320,083	0
Mod 58	0	0	0	0	0	98,318	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
TOTAL	\$4,398,114	\$351,886	\$4,750,000	\$6,650,000	\$1,866,650	\$3,212,992	\$6,347,238	\$1,866,650

\*Includes \$2,971,808 for cost and \$241,184 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>						
	RFS.2112	M3968	992-20-04-71-00	\$4,087.00	Complete	1191
	RFS.2124	M4121	992-20-04-71-00	\$1,359.00	Complete	1198
	RFU.3837	AS7912	772-20-03-41-00	\$90,000.00	Complete	1205
	RFU.3848	C599601	599-62-00-92-00	\$3,511.00	Complete	1211
	RFU.3852	C976046	976-04-02-00-00	\$32,980.00	Complete	1205
	RFU.3854	C976046	976-04-02-00-00	\$768.00	Complete	1201
	RFU.3855	M4562	992-20-08-72-00	\$4,826.00	Complete	1207
	RFU.3858	M4597	992-20-05-07-00	\$2,475.00	Complete	1200
	RFU.3862	M4598	992-20-04-16-00	\$12,969.00	Complete	1214
	RFU.3863	M4598	992-20-04-16-00	\$6,331.00	Complete	1202
	RFU.3864	M4598	992-20-04-16-00	\$21,819.00	Complete	1204
	RFU.3867	C976039	976-04-02-00-00	\$7,000.00	Complete	1217
	RFU.3868	C976039	976-04-02-00-00	\$11,000.00	Complete	1213
	RFU.3869	M4598	992-20-04-16-00	\$10,000.00	Complete	1219
	RFU.3870	M4598	992-20-04-16-00	\$40,000.00	Complete	1220
	RFU.3871	M4598	992-20-04-16-00	\$11,094.00	Complete	1221
	RFU.3872	C976046	976-04-02-00-00	\$47,000.00	Complete	1183
	RFU.3873	M4567	992-20-04-16-00	\$160,000.00	Complete	1216
	RFU.3874	R25122	706-31-11-90-00	\$7,984.00	Complete	1212
	RFU.3874	R26733	706-25-41-05-00	\$995.00	Complete	1212
	RFU.3886	M4598	992-20-04-16-00	\$110,000.00	Complete	1223
	RFU.3887	M4562	992-20-08-72-00	\$7,923.00	Complete	1208
	RFU.3888	M4562	992-20-08-72-00	\$4,541.00	Complete	1213
	RFU.3889	M4562	992-20-08-72-00	\$28,553.00	Complete	1209
			<b>CLIN 01 TOTAL</b>	<b>\$627,215.00</b>		
<b>CLIN 03</b>						
	RFU.3843	R25130	600-40-00-02-00	\$1,965.00	Complete	3255
	RFU.3850	C295803	295-84-03-00-00	\$4,000.00	Complete	3031
	RFU.3859	C492701	492-72-01-00-00	\$25,015.00	Complete	3259
			<b>CLIN 03 TOTAL</b>	<b>\$30,980.00</b>		
			<b>TOTAL CONTRACT MOD</b>	<b>\$658,195.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 2

2. AMENDMENT/MODIFICATION NO. 63	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to:

- Increase the Maximum Fixed Price for CLIN 01 for Option Year 3 by \$475,000, and correspondingly, reduce the Maximum CPIF for CLIN 03 by \$475,000.

(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) RICHARD L. WINEMAN, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR <i>Richard L. Wineman</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9/24/02	16C. DATE SIGNED 9-24-02

B. Accordingly, the subject contract is hereby amended as follows:

1. SF 252, Block 7 Contract Amount, the Maximum Fixed Price for CLIN 01 for Option Year Three is hereby increased by \$475,000, from \$1,800,000 to \$2,275,000, and the Maximum CPIF for CLIN 03 is hereby decreased by \$475,000, from \$1,250,000 to \$775,000. The total contract value for Option Year 3 remains unchanged at \$3,512,450.
2. Section B.4, Minimum and Maximum Order Quantities, CLIN 01 and CLIN 03, is revised to read:
  - “(a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$7,125,000, respectively.
  - “(b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$4,275,000, respectively.”
3. All other terms and conditions remain unchanged and both parties agree that this is a complete and final equitable adjustment for all requirements described herein.

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**CONTRACT SUMMARY**

OPTION	CLIN 01 Maximum Test Cost	CLIN 02 Maximum Invoice Fee	CLIN 03 Maximum Cost Fee	CLIN 04 Maximum Exercise Fee	CLIN 05 Maximum Fixed Fee	CLIN 06 Fixed Fee	CLIN 07 Fixed Fee	CLIN 08 Fixed Fee
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,648	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	<u>(437,000)</u>	<u>(38,000)</u>	<u>(475,000)</u>	<u>475,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL</b>	<b>\$3,961,114</b>	<b>\$313,886</b>	<b>\$4,275,000</b>	<b>\$7,125,000</b>	<b>\$1,866,650</b>	<b>\$3,132,545</b>	<b>\$5,718,223</b>	<b>\$1,866,650</b>

\*Includes \$2,897,797 for cost and \$234,748 for fee



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 3

2. AMENDMENT/MODIFICATION NO. 64	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purpose of this modification is to:  
1. Deobligate CPIF funds remaining on underrun completed task orders on CLIN 03.

(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) RICHARD L. WINEMAN, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR <i>Richard L. Wineman</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/24/02
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/02

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding deobligations for CLIN 03 in the amount of (\$26,364), of which (\$23,297) is allocated for cost and (\$3,067) is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,948,511. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$238,117 is obligated under this contract for payment of fee for CLIN 03.”

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**CONTRACT SUMMARY**

ACTION	CLIN02	CLIN3	CLIN3	CLIN3	CLIN2	CLIN2	CLIN2	CLIN2
	Est. Cost	Maximum Incentive Fee	Maximum Cost Fee	Maximum Fixed Price	Fixed Price	Fixed Price	Fixed Price	Fixed Price
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,648	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	(437,000)	(38,000)	(475,000)	475,000	0	0	0	0
Mod 64	0	0	0	0	0	(26,364)	0	0
<b>TOTAL</b>	<b>\$3,961,114</b>	<b>\$313,886</b>	<b>\$4,275,000</b>	<b>\$7,125,000</b>	<b>\$1,866,650</b>	<b>\$3,186,628</b>	<b>\$5,718,223</b>	<b>\$1,866,650</b>

\*Includes \$2,948,511 for cost and \$238,117 for fee

**ACCOUNTING & APPROPRIATION DATA**

<u>PR#</u>	<u>J. O.</u>	<u>Cost Alloc.</u>	<u>Fee Alloc.</u>	<u>Total CPIF</u>	<u>Task #(s)</u>
RFR1011	C285709	\$1,748	\$1,348	\$3,096	3011, 3069, 3080, 3081, 3105, 3106, 3128
RFR1050	C272001	\$896	\$22	\$918	3118
RFR1063	C272301	\$299	\$1	\$300	3126, 3127
RFR1090	C272501	\$87	0	\$87	3140
RFR1097	C272101	\$97	0	\$97	3147
RFR1105	C272501	\$4,454	0	\$4,454	3155
RFR1174	C272001	\$6	\$45	\$51	3117
RFR1216	C272301	\$124	0	\$124	3126
-GGI2116	C261301	\$204	\$6	\$210	3023, 3024
-GGK1392	C207401	\$766	\$22	\$788	3086
-GGI2117	C371401	\$46	0	\$46	3020
GGK1497	C474701	\$19	\$0	\$19	3016
GGK1498	C261201	\$742	\$805	\$1,547	3032
GGK1499	C473001	\$866	0	\$866	3013
GGK1502	C262701	\$1,362	\$51	\$1,413	3087
GGK1535	C261201	\$119	\$335	\$454	3087
GGK1540	C479301	\$41	\$38	\$79	3035
GGK1541	C265701	\$435	0	\$435	3030
GGK1563	C265901	0	\$100	\$100	3093
GGK1566	C265901	\$1,652	\$50	\$1,702	3095, 3092
RFR1016	C371401	\$54	\$58	\$112	3098
RFR1026	C265901	\$441	\$96	\$537	3092
RFR1029	C265901	\$2,379	\$9	\$2,388	3110
RFR1039	C474701	\$6,391	\$22	\$6,413	3116
RFR1043	C265801	\$26	\$17	\$43	3094
RFR1046	C265901	\$43	\$42	\$85	3093
Total		\$23,297	\$3,067	\$26,364	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 65	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.  NAS1-98128
		10B. DATED (SEE ITEM 13)  11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

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

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

A. The purpose of this modification is to:

To incrementally fund CLIN 01 and CLIN 03 in the total amount of \$468,333.

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 9/25/12
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

B. Accordingly, the subject contract is hereby amended as follows:

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$51,373, of which \$47,264 is allocated for cost and \$4,109 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,019,072. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$245,293 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$416,960 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,764,198 and \$1,866,650 respectively, 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 as they become available.”

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic	\$1,157,400	\$92,600	\$1,250,000	\$1,000,000	\$456,750	\$75,922	\$0	\$0
Thru Mod 57	3,240,714	259,286	3,500,000	5,650,000	1,409,900	2,798,648	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	0	0	0	0	0	0	0	0
Mod 64	0	0	0	0	0	-263640	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
<b>TOTAL</b>	<b>\$4,398,114</b>	<b>\$351,886</b>	<b>\$4,750,000</b>	<b>\$6,650,000</b>	<b>\$1,866,650</b>	<b>\$3,264,365</b>	<b>\$6,764,198</b>	<b>\$1,866,650</b>

3,238,001

\*Includes \$3,019,072 for cost and \$245,293 for fee

**ACCOUNTING & APPROPRIATION DATA**

<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>					
RFU.3879	AS7935	772-20-03-51-00	\$132,000.00	Complete	1222
RFU.3897	C926006	926-04-02-00-00	\$160,000.00	Complete	1201
RFU.3897	C976046	976-04-02-00-00	\$31,050.00	Complete	1201
RFU.3899	C976002	976-04-02-00-00	\$50,000.00	Complete	1215
RFU. 3905	C976046	976-04-02-00-00	\$35,444.00	Complete	1183
RFU.2905	C976043	976-04-02-00-00	\$8,466.00	Complete	1183
<b>CLIN 01 TOTAL</b>			<b>\$416,960.00</b>		
<b>CLIN 03</b>					
RFU.3890	C482502	482-52-01-00-00	\$44,255.00	Complete	3276
RFU.3901	C296102	296-14-03-00-00	\$4,325.00	Complete	3179
RFU.3903	C296102	296-14-03-00-00	\$2,793.00	Complete	3178
<b>CLIN 03 TOTAL</b>			<b>\$51,373.00</b>		
<b>TOTAL CONTRACT MOD</b>			<b>\$468,333.00</b>		

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE	OF	PAGE(S)
	1		12

2. AMENDMENT/MODIFICATION NO. 66	3. EFFECTIVE DATE November 1, 2002	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 1989)

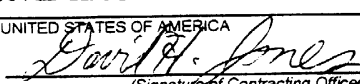
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purposes of this modification are to exercise Option Year Four, to add incremental funding to the contract, and to update contract Exhibit D - Wage Determination and Collective Bargaining Agreement (CBA). Therefore, the subject contract is hereby revised as follows:

(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) DAVID H. JONES
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-17-02

1. Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE, sentence (a) is hereby revised to read as follows:

“The total fixed price for CLIN 02 is \$2,331,001.”

2. Section B, Paragraph B.4, MINIMUM AND MAXIMUM ORDER QUANTITIES, CLIN 01 AND CLIN 03, is hereby revised to read as follows:

- “(a) The minimum and maximum quantities of CLIN 01 are \$10,000 and \$8,925,000, respectively.
- (b) The minimum and maximum quantities of CLIN 03 are \$50,000 and \$5,525,000, respectively.”

3. Section B, Paragraph B.6, Labor Categories, the “FULLY BURDENED LABOR RATES—CLIN 01 for Year 4” and “LABOR RATES--CLIN 03 (Excluding Fee) for Year 4” are replaced, commencing November 1, 2002, by the rates for Year 5 provided in contract Section H, Paragraph H.12, Options.

4. Section F, Paragraph F.2, Period Of Performance, is hereby revised to read as follows:

“The period of performance of this contract shall be 60 months from the effective date of the contract.”

5. Section I, Paragraph I.1, Listing of Clauses Incorporated by Reference, FAR Clause 52.216-22 is hereby revised to read as follows:

“Indefinite Quantity (OCT 1995) [Insert “October 31, 2003” for the blank in paragraph (d)]”

6. Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$1,914, of which \$1,761 is allocated for cost and \$153 is allocated for fee. as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$2,994,469. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$245,446 is obligated under this contract for payment of fee for CLIN 03.”

7. Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$108,709 on CLIN 01 and additional funding in the amount of \$40,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,872,907 and \$1,906,650, respectively, is presently available for payment and allotted to this contract. It is anticipated that from time additional funds will be allocated to the contract as they become available.”

8. Exhibit D is revised to delete “Register of Wage Determination and Fringe Benefits #1994-2544, Rev 23, dated May 15, 2001” and to substitute the attached “Register of Wage Determination and Fringe Benefits #1994-2544, Rev. 25, dated June 24, 2002” in place thereof.

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**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,788,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	<u>1,157,047</u>	<u>92,953</u>	<u>1,250,000</u>	<u>1,800,000</u>	<u>464,351</u>	<u>1,914</u>	<u>108,709</u>	<u>40,000</u>
<b>TOTAL</b>	<b>\$5,508,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,331,001</b>	<b>\$3,239,915</b>	<b>\$6,872,907</b>	<b>\$1,906,650</b>

\*Includes \$2,994,469 for cost and \$245,446 for fee

**ACCOUNTING & APPRO**

	PR Number	Job Order Number	Program Number
LIN 01	RFU.3911	C926007	92604020000
LIN 02	RFU.3914	M2084	99220020200
CLIN 03	RFU.3908	C482701	48272010000
Grand Total			

<i>Value</i>
<i>Est Cost Clin 03</i>
<i>Fixed Price Clin 01</i>
<i>Fixed Price Clin 02</i>
<i>Fee - n</i>
<i>Incentive - Clin 03</i>
<i>Fee</i>



Stenographer II	12.90
Supply Technician	17.31
Survey Worker (Interviewer)	12.02
Switchboard Operator-Receptionist	9.20
Test Examiner	13.08
Test Proctor	13.08
Travel Clerk I	9.92
Travel Clerk II	10.59
Travel Clerk III	11.30
Word Processor I	10.70
Word Processor II	12.90
Word Processor III	13.50
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	10.48
Computer Operator II	12.11
Computer Operator III	15.00
Computer Operator IV	17.38
Computer Operator V	18.47
Computer Programmer I (1)	19.24
Computer Programmer II (1)	21.77
Computer Programmer III (1)	25.96
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	25.31
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.20
Automotive Glass Installer	16.60
Automotive Worker	16.60
Electrician, Automotive	17.38
Mobile Equipment Servicer	15.00
Motor Equipment Metal Mechanic	18.20
Motor Equipment Metal Worker	16.60
Motor Vehicle Mechanic	18.20
Motor Vehicle Mechanic Helper	14.15
Motor Vehicle Upholstery Worker	15.78
Motor Vehicle Wrecker	16.60
Painter, Automotive	17.38
Radiator Repair Specialist	15.78
Tire Repairer	13.37
Transmission Repair Specialist	18.20
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.39
Cook II	9.28
Dishwasher	7.42
Food Service Worker	7.92
Meat Cutter	11.54
Waiter/Waitress	7.56
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	20.27
Furniture Handler	13.34
Furniture Refinisher	16.03
Furniture Refinisher Helper	13.05
Furniture Repairer, Minor	14.56

Upholsterer	16.03	
<b>General Services and Support Occupations</b>		
Cleaner, Vehicles	8.29	
Elevator Operator	7.60	
Gardener	10.19	
House Keeping Aid I	7.14	
House Keeping Aid II	9.15	
Janitor	8.74	
Laborer, Grounds Maintenance	9.52	
Maid or Houseman	7.11	
Pest Controller	9.61	
Refuse Collector	9.11	
Tractor Operator	9.71	
Window Cleaner	9.50	
<b>Health Occupations</b>		
Dental Assistant	11.11	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.63	
Licensed Practical Nurse I	10.44	
Licensed Practical Nurse II	11.71	
Licensed Practical Nurse III	13.10	
Medical Assistant	9.79	
Medical Laboratory Technician	11.39	
Medical Record Clerk	10.90	
Medical Record Technician	13.15	
Nursing Assistant I	7.67	
Nursing Assistant II	8.63	
Nursing Assistant III	9.42	
Nursing Assistant IV	10.56	
Pharmacy Technician	11.84	
Phlebotomist	11.71	
Registered Nurse I	19.72	
Registered Nurse II	23.42	
Registered Nurse II, Specialist	23.42	
Registered Nurse III	28.34	
Registered Nurse III, Anesthetist	28.34	
Registered Nurse IV	33.96	
<b>Information and Arts Occupations</b>		
Audiovisual Librarian	14.23	
Exhibits Specialist I	15.55	
Exhibits Specialist II	18.89	
Exhibits Specialist III	20.98	
Illustrator I	17.63	
Illustrator II	21.42	
Illustrator III	23.78	
Librarian	20.32	
Library Technician	11.45	
Photographer I	11.73	
Photographer II	15.55	
Photographer III	18.89	
Photographer IV	20.98	
Photographer V	25.39	
<b>Laundry, Dry Cleaning, Pressing and Related Occupations</b>		
Assembler	6.95	
Counter Attendant	6.95	
Dry Cleaner	8.18	
Finisher, Flatwork, Machine	6.95	
Presser, Hand	6.95	

Presser, Machine, Drycleaning	6.95	
Presser, Machine, Shirts	6.95	
Presser, Machine, Wearing Apparel, Laundry		6.95
Sewing Machine Operator	8.77	
Tailor	9.68	
Washer, Machine	7.49	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		18.33
Tool and Die Maker	20.31	
Material Handling and Packing Occupations		
Forklift Operator	12.33	
Fuel Distribution System Operator		15.10
Material Coordinator	16.72	
Material Expediter	16.72	
Material Handling Laborer	8.86	
Order Filler	9.15	
Production Line Worker (Food Processing)		12.00
Shipping Packer	11.59	
Shipping/Receiving Clerk	10.56	
Stock Clerk (Shelf Stocker; Store Worker II)		11.85
Store Worker I	9.42	
Tools and Parts Attendant	14.93	
Warehouse Specialist	14.36	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	20.53	
Aircraft Mechanic Helper	15.13	
Aircraft Quality Control Inspector	21.44	
Aircraft Servicer	16.87	
Aircraft Worker	17.74	
Appliance Mechanic	16.03	
Bicycle Repairer	13.37	
Cable Splicer	18.47	
Carpenter, Maintenance	16.03	
Carpet Layer	17.61	
Electrician, Maintenance	17.46	
Electronics Technician, Maintenance I		15.47
Electronics Technician, Maintenance II		15.82
Electronics Technician, Maintenance III		16.95
Fabric Worker	14.56	
Fire Alarm System Mechanic	16.79	
Fire Extinguisher Repairer	13.84	
Fuel Distribution System Mechanic	18.32	
General Maintenance Worker	15.31	
Heating, Refrigeration and Air Conditioning Mechanic		16.79
Heavy Equipment Mechanic	16.79	
Heavy Equipment Operator	16.79	
Instrument Mechanic	16.79	
Laborer	10.02	
Locksmith	17.51	
Machinery Maintenance Mechanic		16.75
Machinist, Maintenance	16.79	
Maintenance Trades Helper		13.05
Millwright	20.58	
Office Appliance Repairer	16.03	
Painter, Aircraft	18.24	
Painter, Maintenance	16.03	
Pipefitter, Maintenance	16.79	

Plumber, Maintenance	16.03	
Pneudraulic Systems Mechanic	16.79	
Rigger	16.79	
Scale Mechanic	15.31	
Sheet-Metal Worker, Maintenance	16.79	
Small Engine Mechanic	15.31	
Telecommunication Mechanic I	16.79	
Telecommunication Mechanic II	20.16	
Telephone Lineman	16.79	
Welder, Combination, Maintenance	16.79	
Well Driller	16.79	
Woodcraft Worker	16.79	
Woodworker	13.84	
Miscellaneous Occupations		
Animal Caretaker	7.35	
Carnival Equipment Operator	9.24	
Carnival Equipment Repairer	9.69	
Carnival Worker	6.58	
Cashier	7.09	
Desk Clerk	7.98	
Embalmer	17.93	
Lifeguard	8.07	
Mortician	19.39	
Park Attendant (Aide)	10.13	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.22
Recreation Specialist	13.50	
Recycling Worker	11.15	
Sales Clerk	8.07	
School Crossing Guard (Crosswalk Attendant)		9.00
Sport Official	7.02	
Survey Party Chief (Chief of Party)	12.43	
Surveying Aide	7.76	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.30
Swimming Pool Operator	10.33	
Vending Machine Attendant	10.14	
Vending Machine Repairer	11.88	
Vending Machine Repairer Helper	10.14	
Personal Needs Occupations		
Child Care Attendant	7.15	
Child Care Center Clerk	11.06	
Chore Aid	6.57	
Homemaker	10.63	
Plant and System Operation Occupations		
Boiler Tender	16.79	
Sewage Plant Operator	17.81	
Stationary Engineer	16.79	
Ventilation Equipment Tender	13.05	
Water Treatment Plant Operator	17.81	
Protective Service Occupations		
Alarm Monitor	10.86	
Corrections Officer	13.17	
Court Security Officer	13.19	
Detention Officer	13.19	
Firefighter	13.65	
Guard I	8.18	
Guard II	9.79	
Police Officer	16.90	

Stevedoring/Longshoremen Occupations

Blocker and Bracer	14.84
Hatch Tender	14.84
Line Handler	14.84
Stevedore I	14.04
Stevedore II	15.42

Technical Occupations

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.01
Archeological Technician II	14.63
Archeological Technician III	18.07
Cartographic Technician	17.38
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	23.07
Drafter I	11.46
Drafter II	12.90
Drafter III	16.21
Drafter IV	19.70
Engineering Technician I	15.58
Engineering Technician II	16.67
Engineering Technician III	20.54
Engineering Technician IV	24.87
Engineering Technician V	29.05
Engineering Technician VI	35.89
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.24
Instructor	19.19
Laboratory Technician	13.51
Mathematical Technician	18.07
Paralegal/Legal Assistant I	12.85
Paralegal/Legal Assistant II	15.60
Paralegal/Legal Assistant III	19.09
Paralegal/Legal Assistant IV	23.09
Photooptics Technician	18.89
Technical Writer	18.98
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	15.49
Weather Observer, Senior (3)	16.76
Weather Observer, Upper Air (3)	15.49

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	10.22
Parking and Lot Attendant	7.51
Shuttle Bus Driver	9.80
Taxi Driver	9.68
Truckdriver, Heavy Truck	13.31
Truckdriver, Light Truck	9.80
Truckdriver, Medium Truck	10.73
Truckdriver, Tractor-Trailer	13.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.



**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE	PAGE OF PAGE(S)
	1 OF 3

2. AMENDMENT/MODIFICATION NO. 67	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
--	------	---	------

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

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

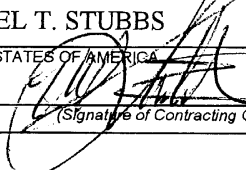
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to:

To incrementally fund CLIN 02 in the total amount of \$40,000.

(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) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 11/20/02

B. Accordingly, the subject contract is hereby amended as follows:

1. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended to reflect incremental funding in the amount of \$0 on CLIN 01 and \$40,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,872,907 and \$1,946,650 respectively, 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 as they become available."

C. All other contract terms and conditions remain unchanged.

\*\*\*\*\*

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,788,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
<b>TOTAL</b>	<b>\$5,508,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,331,001</b>	<b>\$3,239,915</b>	<b>\$6,872,907</b>	<b>\$1,946,650</b>

\*Includes \$2,997,536 for cost and \$242,379 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 02</b>						
	RFU.3939	M2084	992-20-03-02-00	\$40,000.00	Complete	N/A
			<b>CLIN 02 TOTAL</b>	\$40,000.00		
			<b>TOTAL MOD</b>	\$40,000.00		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGE(S)
	1 OF 4

2. AMENDMENT/MODIFICATION NO. 68	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
			10B. DATED (SEE ITEM 13) 11/1/98

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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) Mutual Agreement

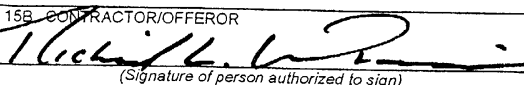
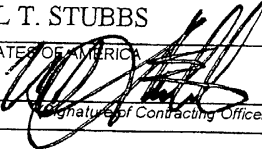
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

- A. The purposes of this modification are to:
1. Revise the total fixed price for CLIN 02 to reflect inclusion of new wage determination in Modification 66.
  2. Update the table entitled "CLIN 01-Fully Burdened Labor Rates for Year 4" in Paragraph B.6, Labor Categories, to reflect the adjustments resulting from the new Wage Determination incorporated into the contract by Modification 66.
  3. Update Exhibit D Wage Determination and Collective Bargaining Agreement (CBA) to incorporate latest CBA, dated March 1, 2002.
  4. To incrementally fund CLIN 01, 02 and 03 in the total amount of \$192,185.

DATED (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) RICHARD L. WINEMAN, CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED DEC 17 2002	16C. DATE SIGNED DEC 17 2002

B. Accordingly, the subject contract is hereby amended as follows:

1. Standard Form 252, Contract Cover Page, Block 7 - the Firm Fixed Price for CLIN 02 under Option Year 4 is hereby increased by \$15,066, from \$464,351 to \$479,417, resulting in a new Total Contract Amount for Option Year 4 of \$3,529,417.

2. Part I, Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE - the total fixed price for CLIN 02 in sentence (a), is hereby increased by \$15,066, from \$2,331,001 to \$2,346,067.

3. Part I, Section B, Paragraph B.6, Labor Categories, the "FULLY BURDENED LABOR RATES-CLIN 01 for Year 4" are deleted in their entirety, and replaced by the following:

<u>Labor Category</u>	<u>Original Contract</u>		<u>Contract w/Amend 66</u>	
	<u>Year 4</u>		<u>Year 4</u>	
<u>Contractor Site</u>	<u>Straight/Overtime</u>		<u>Straight/Overtime</u>	
Project Manager	101.35	101.35	101.35	101.35
Senior Engineer/Architect	88.33	88.33	88.33	88.33
Engineer/Architect	83.24	83.24	83.24	83.24
Junior Engineer/Architect	64.03	64.03	64.03	64.03
General Clerk I	20.85	24.88	20.85	24.88
General Clerk II	25.64	30.61	35.64	30.61
General Clerk III	31.88	38.06	34.88	38.06
General Clerk IV	35.64	42.55	35.64	42.55
Secretary I	26.36	31.46	27.57	33.27
Secretary II	30.67	36.61	32.08	38.73
Secretary III	35.15	41.95	36.75	44.36
Secretary IV	41.06	49.02	42.94	51.85
Secretary V	43.11	51.46	45.09	54.43
Word Processor I	28.39	33.89	28.39	33.89
Word Processor II	32.00	38.20	32.92	39.57
Word Processor III	35.84	42.78	35.84	42.78
Drafter I	28.59	34.13	29.71	35.81
Drafter II	32.18	38.41	33.44	40.30
Drafter III	40.44	48.27	42.02	50.64
Drafter IV	49.13	58.64	51.06	61.53
Engineering Technician IV (Designer I)	52.10	62.19	54.53	65.84
Engineering Technician V (Designer II)	60.84	72.63	63.68	76.89
Engineering Technician VI (Designer III)	75.19	89.75	78.70	95.01

4. Part I, Section B, Paragraph B.6, Labor Categories, the "FULLY BURDENED LABOR RATES-CLIN 03 (Excluding Fee) for Year 4" are deleted in their entirety, and replaced by the following:

<u>Labor Category</u>	<u>Original Contract</u>		<u>Contract w/Amend 66</u>	
	<u>Year 4</u>		<u>Year 4</u>	
<u>Government Site</u>	<u>Straight/Overtime</u>		<u>Straight/Overtime</u>	
CM/Inspector	58.11	58.11	58.11	58.11

Supervisor Inspector	52.69	52.69	52.69	52.69
Secretary I	22.18	27.28	23.39	29.09
Secretary II	25.82	31.76	27.23	33.88
Secretary III	29.58	36.39	31.18	38.80
Secretary IV	34.56	42.52	36.44	45.35
Secretary V	36.28	44.63	38.26	47.60
Inspector	40.65	50.01	41.72	51.61
Radiograph Monitor	21.74	26.74	22.29	27.56

5. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding - is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$102,719, of which \$94,501 is allocated for cost and \$8,218 is allocated for fee, as follows:

"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,088,970. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$253,664 is obligated under this contract for payment of fee for CLIN 03."

6. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$49,466 on CLIN 01 and \$40,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,922,373 and \$1,986,650, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 30, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

7. Exhibit D, "Collective Bargaining Agreement between Sverdrup Technology, Inc. and International Brotherhood of Electrical Workers, AFL-CIO, March 1, 1999, 38 pages" is hereby replaced by the new CBA "Collective Bargaining Agreement between Sverdrup Technology, Inc., Technology Group - Hampton and International Brotherhood of Electrical Workers, AFL-CIO, Local Union 1340, March 1, 2002, 27 pages" attached hereto.

C. All other terms and conditions remain in full force and effect.



ACCOUNTING & APPROPRIATION DATA

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.3944	C976036	976-04-02-00-00	\$1,828.00	Complete	1201
	RFU.3945	M4412	992-20-04-71-00	\$1,000.00	Complete	1226
	RFU.3949	M4148	992-30-11-03-00	\$12,232.00	Complete	1225
	RFU.3975	M4412	992-20-04-71-00	\$20,500.00	Complete	1228
	RFU.3976	M4412	992-20-04-71-00	\$10,612.00	Complete	1229
	RFU.3980	M4412	992-20-04-71-00	<u>\$3,294.00</u>	Complete	1230
		<b>CLIN 01 TOTAL</b>		<b>\$49,466.00</b>		
CLIN 02	RFU.3970	M2084	992-20-03-02-00	<u>\$40,000.00</u>	Complete	N/A
			<b>CLIN 02 TOTAL</b>	<b>\$40,000.00</b>		
CLIN 03	RFU.3953	C296202	296-24-03-00-00	\$28,338.00	Complete	3265
	RFU.3957	M4560	992-20-05-07-00	\$2,233.00	Complete	3270
	RFU.3962	C296102	296-14-03-00-00	\$2,148.00	Complete	3178
	RFU.3967	M4567	992-20-04-16-00	\$20,000.00	Complete	3248
	RFU.3968	M3523	992-20-04-71-00	<u>\$50,000.00</u>	Complete	3278
		<b>CLIN 03 TOTAL</b>		<b><u>\$102,719.00</u></b>		
		<b>TOTAL CONTRACT MOD</b>		<b>\$192,185.00</b>		

CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,346,067</b>	<b>\$3,342,634</b>	<b>\$6,922,373</b>	<b>\$1,986,650</b>

\*Includes \$3,088,970 for cost and \$253,664 for fee

NASI-98128  
CBA  
Mod 68

AGREEMENT

Between

SVERDRUP TECHNOLOGY, INC.  
Technology Group-Hampton

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
Local Union 1340

(Inspectors)

March 1, 2002

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## AGREEMENT

Between

Sverdrup Technology, Inc., Technology Group-Hampton

And

International Brotherhood of Electrical Workers, Local Union 1340

### PREAMBLE

THIS AGREEMENT entered into this 1<sup>st</sup> day of March, 2002 by and between Sverdrup Technology, Inc., Technology Group-Hampton, (hereinafter referred to as the "Company"), and Local Union No. 1340, of the International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter referred to as the "Union"), for the purpose of all Construction Inspection work assigned to the Company by the National Aeronautics and Space Administration, (hereinafter referred to as "NASA"), under the Multi-Discipline Architect-Engineer Services Contract and performed by the employees of the Company covered by this Agreement only within NASA, Langley Research Center site and sites and properties related thereto.

WHEREAS, it is the intent of the parties to establish and maintain the highest standard of ethics within the Construction Services Unit. In order to achieve those standards the Company and the Union shall jointly establish reasonable policies and rules regarding actual or potential conflicts of interest within the Unit.

WHEREAS, the Company is engaged in the business of Construction Inspection (as defined in Article V) and this work is of importance to the Union, and it being recognized that unique skills are required to satisfactorily perform this type of work, the Union and the Company wish to enter into an agreement for their mutual benefit covering work of this nature.

WHEREAS, the Company and the Union desire to mutually establish hours of work and working conditions for the employees to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

WHEREAS, the Union, its members and all of those employees represented by the Union, agree to use its and/or their best endeavors to protect the interest of the Company, to consider the Company's property and to give service and/or work of the highest productive quality.

WHEREAS, the Company and the Union have a mutual interest in providing construction inspection services to NASA's Langley Research Center and hence a practical system which enables harmonious and efficient working relationships between the parties is necessary,

NOW THEREFORE the parties agree to the following:

## ARTICLE I

### TERM OF AGREEMENT

Section 1. This agreement shall take effect March 1, 2002 and shall remain in effect through February 28, 2005.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing by registered mail at least sixty (60) days prior to expiration. When Notice for changes only is given, the nature of the changes desired must be specified in the Notice and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect. Neither party hereto may reopen this Agreement for negotiations on any issue, either economic or non economic, during this contract period or by extension thereof, except as provided in Section 3.

Section 3. This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto. The Union may submit the amendments to the International office of the Union, as it relates solely to compliance with State and Federal regulations.

## ARTICLE II

### RECOGNITION

Section 1. The bargaining unit under this Agreement shall comprise Construction Inspection employees including X-ray Monitors of the Company as specified in the NLRB Certification of Representation (CASE NO. 5-RC-12653).

Section 2. The Company:

- (a) Agrees to recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering the Agreement for the employees.
- (b) Agrees to bargain collectively with the Union and to be governed by the terms of this Agreement.

## ARTICLE III

### MANAGEMENT RIGHTS

The Management of the plant and the direction of working forces and of the affairs of the Company, including the right to hire, discipline, suspend or discharge for cause, and the right to reduce forces due to lack of work or curtailment of production shall be vested exclusively in the Management of the Company. Management shall also have the exclusive right to assign or transfer employees, adopt new or changed methods of performing the work, to relieve employees from duty because of lack of work, to make rules and regulations and to change rules and regulations.

The Company has the right to establish new classifications provided it does not downgrade the pay scale of existing employees. An employee hired to fill a new classification of work shall be limited to performing within such classification, except in unusual or extenuating circumstances.

In the event the Company establishes such new classifications, the parties shall promptly enter negotiations to establish an agreeable wage rate. In the meantime, the Company shall have the right to implement their proposed wage rate with the understanding that a retroactive adjustment may be made subsequent to final agreement of the parties.

It is recognized that the Company shall continue to have the exclusive right to determine partial or permanent discontinuance or shut down of operations.

It is understood and agreed that any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, granted or modified by this Agreement. The listing of specific Management rights in this Article is not intended to be, nor shall it be considered a restriction of or waiver of any of the rights of the Company not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

#### ARTICLE IV

##### SCOPE OF WORK

This Agreement covers Construction Inspection work assigned to the Company by NASA under the Multi-Discipline Architect-Engineer Services Contract and performed by the employees of the Company covered by this Agreement only within the NASA, Langley Research Center site and sites and properties related thereto.

#### ARTICLE V

##### DEFINITIONS

Section 1. Construction Inspection is defined as any work assigned by the Company which is in accordance with the terms of the Company's Multi-Discipline Architect-Engineer Services Contract with NASA and which is in compliance with the Company's obligation to perform any such work under the terms of that contract and conforming with the NLRB certification. A position description for construction inspectors is summarized in Appendix D.

#### ARTICLE VI

##### GRIEVANCE PROCEDURE

###### Section 1. Procedures

All grievances that may arise will be handled in the following manner. No grievance shall be filed, or

processed at Step II based on facts, or events, or omission, which have occurred more than six (6) normal work days before grievance is filed. In cases involving dismissal or suspension for just cause, the grievance may be instituted at Step III.

STEP I: Prior to processing any written grievance, any employee who believes he has a grievance, must discuss it with his immediate supervisor, with his steward being present. If the employee is dissatisfied with the answer given by his supervisor, or no answer is given within three (3) normal work days, Step II will be followed

STEP II: The employee and his steward shall present to the Hampton Office Manager a written grievance form provided by the Company (which has been approved by Company and Union) stating what the grievance is and the remedy sought. If the Hampton Office Manager's decision is not agreeable with the union, or is not given within three (3) normal working days, Step III will be followed.

STEP III: The Hampton Office Manager (or his designated representative) within three (3) normal work days after his written decision not agreeable with the union, or failure to give a decision, shall meet at the union's request with the Local Union Business Manager, or his designated representative. If the Hampton Office Manager's decision is not agreeable with the union or is not given within five (5) normal work days, then the Union may request to arbitrate the matter.

STEP IV: The Union may, no later than five (5) normal work days after receipt of the Company's decision in Step III, submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately strike the names from the panel and the name remaining shall hear the case. The determination of which party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) normal work days of receipt of the arbitrator list.

## Section 2. Arbitration

In the event that grievance procedures lead to arbitration, the expense of the impartial Arbitrator shall be shared equally by both parties. The Company shall attempt to provide facilities at Langley Research Center provided, however, if no facilities are available at the Center, the Union and the Company agree to equally share expenses incurred in the hearing room. Furthermore:

- (a) The findings of the Arbitrator shall be binding on both parties.
- (b) Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any one time before the same arbitrator.
- (c) The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

## Section 3. Time limits

All time limits stated in this Article shall be treated as jurisdictional in nature, and the failure to follow any of the set time limits shall result in the grievance being void and waived, and the matter shall end without resort to

arbitration. A normal work day is defined as any day on which any bargaining unit employee is at work, Monday through Friday, except holidays.

## ARTICLE VII

### UNION REPRESENTATIVES

Section 1. Representatives of the Union shall have access to the job during working hours on union business, provided they do not interfere with the work of employees, and further provided they obtain prior authorization from the Company.

Section 2. The Union has the right to appoint a Steward from the Unit at the Company. The Company shall be notified and furnished the name of the Steward in writing. The Company will deal with the designated Steward until such designated Steward has been revoked in writing by the Union. Such Steward shall be allowed reasonable time (to be scheduled with his supervisor) during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed. In no event shall the presence of the Steward disrupt or interfere with the work of the Company because of his faithful performance of duties as Steward. No Steward shall be discriminated against by the Company because of his faithful performance of duties of Steward. The Steward, or alternate, shall be called in by the supervisor before any employee is disciplined.

## ARTICLE VIII

### REFERRAL OF EMPLOYEES

Section 1. When employees are required, the Company shall request from the Local Union that the required number of applicants be referred for employment. The following minimum standards shall apply.

- (a) The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy, or requirement. Local Union 1340, International Brotherhood of Electrical Workers, will refer applicants to the Project covered by this Agreement regardless of race, color, sex, handicap, national or ethnic origin, or veteran status. It does not discriminate on the basis of race, color, sex, handicap or disability, national or ethnic origin in the referral of applicants.
- (b) The Company shall retain the right to select or reject any applicant referred by the Local Union, and shall have the further right to select any applicant from among those referred by the Union, while complying with all applicable Federal laws, regulations, and rulings in our hiring and employment activities. When the Company requests an applicant or referral from the Union, the Union will refer such applicant within forty-eight (48) hours [two (2) normal work days] and in the event the Union fails to refer an applicant within that period of time, the Company is free to utilize other sources to fill its manpower needs.
- (c) The Local Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function of its hiring arrangements, including the provisions



herein set forth. The Company shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function and operation of the hiring arrangements including these provisions.

(d) The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs and/or any other forms of action and assumes any and all liabilities and expenses that shall arise out of or by reason of the Union's administration of the hiring hall referred to in this Article. It is also expressly understood that those applicants that are referred by the Union will be selected on a nondiscriminatory basis and that the Company shall assume the liabilities that attach for failure to hire an applicant referred by the Union.

(e) The Union agrees to recognize the Company's Affirmative Action Program and will refer qualified job applicants according to established underutilization goals.

Section 2. In addition to the forgoing minimum standards, the Local Union agrees to refer all applicants for employment to this project according to the standards for criteria uniformly applied to any project in the area. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Company and a public member appointed by both these members. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 1 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3. The designation and determination of the number of foremen and other supervisory personnel is the responsibility of the Company.

Section 4. The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. Upon any Board or court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to re-open negotiations pertaining to this Article by giving the other party thirty (30) calendar days written notice.

## ARTICLE IX

### UNION SECURITY

It is agreed that all employees coming under the terms of this Agreement shall be required to make application to joining the Union within thirty (30) days of employment or Agreement, whichever is later, and as a condition of continued employment, must maintain membership in good standing for the life of this Agreement and any renewal thereof. In the event the Union requests the Company to dismiss an employee to comply with the provisions of this Article, such request shall be complied with by the Company.

## ARTICLE X

### WAGES

Section 1. Wage rates set forth in Appendix "A", attached hereto, and made a part hereof, are to be paid to those employees listed under Appendix "A" for this term of this Agreement.

Section 2. Wages will be paid bi-weekly by means of direct mailing or deposit to be selected by the employee. The payroll period will close at mid-day on Friday.

Section 3. The Company agrees to make available to all employees United States Savings Bonds and United Way through payroll deductions.

#### Section 4. Working and Basic Dues Check-Off:

The Company agrees that it will make Union Working Dues Deductions from the pay of all members working under the terms of this Agreement in the amount of one and one-half percent (1.5%) of gross bi-weekly pay plus Basic Bi-Weekly Union Dues on the basis of individually signed payroll deduction authorizations on the form set out below in Section 5. The Company will make these deductions bi-weekly as designated in the individually signed payroll deduction authorizations. The Employer will pay the aggregate of such deductions monthly to the Financial Secretary of the Union, who shall be authorized to issue a receipt in the name of the Union. Along with the check for the amount of the calendar monthly deductions, the Company shall send mutually agreed number of copies of a form furnished by the Union which sets forth the name, social security number, the number of clock hours worked, and his gross earnings for the calendar month, and said copies will be executed to cover the aggregate number of bi-weekly payrolls in each calendar month. The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which deductions are being made.

Section 5. Deduction Form. Employees will complete and submit the payroll deduction form included in Appendix C.

## ARTICLE XI

### DAY WORK CONDITIONS

Section 1. Eight (8) hours per day shall constitute a standard work day normally between the hours of 7:00 a.m. and 3:30 p.m. Forty (40) hours shall constitute a normal week's work. The Company may alter the work day to accomplish peak and valley workloads. In the event an employee works more than eight (8) hours in a work day but less than forty (40) hours in any week, the employee may receive comp time in lieu of overtime not to exceed three (3) hours a day or ten (10) hours a week excluding Saturday and Sunday. Such comp time must be taken by the end of the normal work week, in which it occurred.

Section 2. All time worked in excess of forty (40) hours per week shall be paid for at the rate of time and one half (1-1/2). Time worked includes all non-productive leave hours excluding health fund benefit coverage and

worker's compensation.

Section 3. The Company may change the starting and quitting times of any shift, on a permanent or temporary basis.

Section 4. Employees called back to work after the conclusion of their regular shift hours shall be compensated for a minimum of three (3) hours at the appropriate overtime rate regardless of whether the employee called is required to work the entire three (3) hours. In addition, any employee called back to work after his regular shift hours shall be promptly excused upon completion of the job which he was called in to perform.

Section 5. If assigned, employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. The Company and Union shall establish an overtime policy which will balance the assignment of overtime equitably by classification. This will normally be balanced within plus or minus ten percent on an annual basis. The overtime policy is set forth in Appendix B.

Section 6. Except for temporary and part time employees, employees terminated by reason of lay-off shall be notified in writing at least two (2) weeks prior to such termination date. Employees who are laid off or discharged will be paid all monies by the end of the next pay period, providing all indebtedness and obligations to the Company by the employee are satisfied.

Section 7. In the event an employee is changed from regular to part time or temporary status, and if the employee is change back to regular status within the next 12 months, sick leave balances will be reinstated.

## ARTICLE XII

### WORK SHIFTS

Section 1. When so elected by the Company, multiple shifts normally consisting of no less than eight (8) hours may be worked. When two (2) or three (3) shifts are worked, the first or day shift, shall normally be established from 7:00 a.m. to 3:30 p.m.; the second shift shall normally be established from 3:00 p.m. to 11:30 p.m.; and third shift shall normally be established from 11:00 p.m. to 7:30 a.m. A thirty (30) minute lunch shall normally be taken approximately midway through the shift plus or minus one hour. Lunches not observed during this time period at the direction of the Company will be counted as hours worked and paid at the appropriate rate. Shift schedules may be changed to accommodate construction contractor activity.

Section 2. The pay for the second shift shall be straight time plus seven and one half (7-1/2) percent; and the third shift rate of pay shall be straight time plus ten (10) percent.

Section 3. Eligibility for shift differential shall be based upon the majority of non overtime hours worked on a given shift in accordance with the following sub-sections.

Section 3a. Shift differential shall not be applicable to non productive leave hours for employees on temporary shift assignment; except for holidays, when the employee works the day before and the day after the

holiday. Temporary assignment is defined as working an assigned shift for less than 30 normal work days.

Section 3b. Temporary shift assignments may be made for any period less than 30 normal work days.

Section 4. Except in the case of part time, temporary, or X-Ray Monitors, when shift changes from or to temporary or regularly assigned shifts are directed, there shall be a minimum of 16 hours between any assigned shifts. If such changes prevent the employee from working a 40 hour week, then the employee shall be paid for non worked hours at the day shift rate, but not in excess of 8 non worked hours for any one change. Part time, temporary or X-Ray Monitors shall be permitted a minimum of 8 hours between shift changes.

### ARTICLE XIII

#### HOLIDAYS, LEAVES, JURY PAY AND PENSION

##### Section 1. Holidays \*

(a) The following days shall be observed as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

\* The above holidays will be observed on the same day that NASA observes them.

(b) In the event the government proclaims a permanent holiday other than those listed in Section 1 above, then the employees shall be granted that holiday. If an employee is scheduled to work on a holiday, but fails to do so, he will receive no holiday pay.

(c) An employee who works on one of the above-listed holidays shall be paid at time and one-half (1-1/2) his straight-time rate of pay for all hours worked on that holiday, in addition to any holiday pay for which he may be qualified.

(d) To be eligible for holiday pay, an employee must work his regularly scheduled day before the holiday and his regularly scheduled day after the holiday unless on approved, scheduled vacation, bereavement leave, jury duty, or due to sickness or accident with proper physician documentation.

##### Section 2. Administrative Leave.

On days which are not recognized as holidays under Section 1 above, but where the Government, because of special events and occasions substantially reduces the normal activity at the Center because of such special events or occasions, and allows reimbursement to the Company, the following provisions shall apply:

(a) Those employees who are required to work will be paid at their straight-time hourly rate; provided, however, that said employees will have a compensatory day off at their straight time base rate of pay for such compensatory time.

(b) Those employees who are not required to work will receive a day's compensation at their regular straight-time hourly rates.

(c) In the event that access to NASA-LaRC is restricted for inclement weather, security or other reasons, such lost time will be classed as administrative leave and will be paid to the affected employees as if it had been worked, providing that such costs are deemed reimbursable by the Government. Such administrative leave will not be charged against the employees' vacation or comp time accounts.

### Section 3. Definition.

The interpretation of man-hours worked and hours worked for the purpose of vacation and sick leave accruals is all straight-time hours to include paid non-productive time, i.e., vacation, sick leave, holidays, and other time which is not directly chargeable to work orders but which is allowable to other overhead accounts.

### Section 4. Annual Leave.

(a) Employees with less than three (3) years shall earn one (1) hour Annual Leave per year for every twenty (20) man-hours worked.

(b) Employees with three (3) years, but less than fifteen (15) years shall earn (1) hour Annual Leave for every thirteen (13) man-hours worked.

(c) Employees with more than fifteen (15) years shall earn one (1) hour Annual Leave for every ten (10) man-hours worked.

(d) Employees may only carry over a maximum of 240 hours of Annual Leave at year ending December 31.

(e) Length of service includes the whole span of continuous service with the present (successor) contractor and with the predecessor contractors in the performance of similar work at the same Federal facility.

(f) Employees desiring to take annual leave must receive permission from the Company by 9:00 a.m. the day before annual leave is desired. The Company may grant emergency vacations for extreme emergencies. Such granting of emergency leave shall be at the Company's discretion and not subject to the grievance procedure. Each employee will be allowed two unscheduled annual leave absences to be taken at the employee's discretion. The employee will have two (2) opportunities annually to take this unscheduled annual leave. The total number of hours for both unscheduled absences can not exceed eight (8) hours. Time is charged to employee's annual leave.

(g) Employees who schedule vacations of one (1) week or more and who submit a written request through Payroll three (3) weeks or more in advance of the vacation starting time, will be paid vacation allowance prior to the end of the work shift on the last work day preceding the vacation schedule. All employees requesting advance vacation pay must begin their vacation on Monday.

(h) All vacation hours taken by employees are subject to the approval of management. Employees must submit requests for vacation at least two weeks prior to start of vacations of 40 or more hours.

#### Section 5. Sick Leave.

- (a) Employees will earn (1) hour of sick leave for every (20) hours worked.
- (b) Employees absent from work because of illness must, upon reasonable request in accordance with the company's sick leave policy, submit administratively acceptable evidence that they were ill and unable to work.
- (c) Employees may accumulate all unused sick leave from one year to the next.
- (d) Any employee abusing sick leave benefits will be subject to immediate discharge.
- (e) Employees absent from work because of illness must inform the Company of the telephone number and address where they may be reached during such time of illness.

#### Section 6. Jury Duty or Witness Appearance

- (a) Regular, full-time employees are permitted time off with pay to serve on a jury or to appear as a grand jury witness (if not the accused) upon presentation of their court notice or subpoena to their supervisor. Employees must give their supervisors evidence of time served in court and fees paid, and are paid their straight-time pay less fees received from the court. If no fees are paid by the court, the Company pays the full amount.
- (b) Regular, full-time employees serving as a witness other than before the grand jury are allowed time off but will be paid only if serving at the request of the Company or NASA.

#### Section 7. Bereavement Leave.

- (a) In the event of a verifiable death in an employee's immediate family of any of the following relatives: Spouse, child, mother, father, brother, sister, father-in-law or mother-in-law, the employee shall be entitled to be absent from work for a period not to exceed two normal working days to afford him an opportunity to attend the funeral and/or participate in other matters relating to the death of the deceased. This period of time shall not exceed one (1) normal work day following the funeral. During such absence, the employee shall be compensated at his regular straight-time hourly rate for each eight (8) hour work day absent.
- (b) In the event of a verifiable death of an employee's grandparent or an employee's grandchild, the employee shall be granted one day off to attend the funeral, providing the funeral occurs on a normal work day and providing the employee attends the funeral. During such absence, the employee shall be compensated at his regular straight-time hourly rate for the eight (8) hour work day absent.

## Section 8. Retirement Fund.

- (a) The Company agrees to contribute on behalf of all regular non-probationary employees working under the terms of this Agreement, seven and one-half percent (7-1/2%) of their gross bi-weekly pay, excluding any health and welfare, uniforms or safety equipment allowances, into the Southern Electrical Retirement Fund.
- (b) The company agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Southern Electrical Retirement Fund and all rules and regulations adopted by the Trustees of the Fund from time to time, provided the Fund continues to be maintained as a tax exempt trust under the relevant provisions of the Internal Revenue Code and otherwise conforms to all requirements of the law.
- (c) The company and the Local Union agree that the Trustees heretofore appointed to the Southern Electrical Retirement Fund by the National Electrical Contractors Association, Virginia Chapter, and the Local Union, and as they shall from time to time be replaced, shall represent the Company and the Local Union, respectively.
- (d) Contributions shall be transmitted by the Company to the plan administrator not later than fifteen (15) days after the end of the month for which contributions are being made. Along with the contributions, the Company shall furnish to the plan administrator, a mutually agreeable form setting forth the employee's name, Social Security number, gross monthly earnings, hours worked, and the amount contributed by the Company for each employee covered by the terms of this Agreement. Contributions for all bi-weekly payroll periods ending during the calendar month shall be included in the report for that month.

## ARTICLE XIV

### TRAVEL

During the term of this Agreement, subsistence, travel allowance, mileage, per diem, or pay for travel time shall not be paid to any employee covered by the terms of this Agreement unless approved by the Hampton Office Manager.

## ARTICLE XV

### SUPERVISION

The Company reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to carry out the work covered by this Agreement. Such management personnel shall not be prohibited from performing construction inspections under certain circumstances such as:

- (1) during absences of bargaining unit inspector
- (2) during emergencies
- (3) on large contracts when special problems exist or may be anticipated, and

- (4) when variations in task order workload create requirements for personnel of limited duration anticipated to be less than two hours per day and no greater than 10 hours per week, excluding all holidays and overtime hours, per Task Order number. This occurs after all efforts have been exhausted to assign task to a bargaining unit inspector.

It is not the intent of the parties that the Company will utilize supervisors or engineers to inspect construction projects on a full-time basis, nor that new supervisor or management positions be established for the sole purpose of replacing Union personnel.

## ARTICLE XVI

### SAFETY IN THE WORK PLACE

The employees covered by this Agreement shall, at all times while in the employ of the Company, be bound by the safety rules and safety regulations as established by the Company. All employees will be issued Company safety manuals.

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of alcohol or drugs (illegal or prescribed) on the job may pose serious safety and health risks not only to the user but to all industrial equipment, vehicles and other employees. The possession and use, distribution or sale of an illegal substance or alcohol in the work place shall not be tolerated and may result in termination and prosecution.

The Company and the Union recognize that their health and future are dependent upon the physical and psychological health of their employees and members. Accordingly, it is the right, obligation and intent of the Company to maintain and the Union to support, a safe, healthful and efficient working environment for all.

In the event the Company has reasonable suspicion that the employee is engaged in substance abuse it shall have the right to require a urinalysis test for confirmation. The Union recognizes and supports the Company's drug testing policy.

## ARTICLE XVII

### WORK RULES

The Union agrees that the Company has the sole and exclusive right to establish reasonable rules, policies and regulations not in conflict with the express terms of this Agreement governing employment and working conditions.

The Company agrees to provide copies of such rules, policies, and regulations to the Union ten (10) days in advance of their becoming effective. This period will allow the Union an opportunity to review the rules, policies and regulations prior to implementation. Under special and compelling circumstances, such as a NASA Directive or a safety requirement, implementation may become effective immediately upon notification of the Union.



## ARTICLE XVIII

### SENIORITY

Section 1. In the event of reduction of the work force, employees with the shortest length of service in their classification, will be laid off first.

Section 2. All new regular employees shall be on a probationary period for a period of ninety (90) calendar days. Probationary employees shall receive the wages and the fringe benefits, as described in this Agreement. New regular employees shall have no seniority until the probationary period has been completed. After completion of the probationary period, an employee's seniority shall then be credited from the date of hiring. Probationary employees shall receive a performance review on or about thirty (30), sixty (60), and eighty-five (85) days after date of hire. Any decisions by the Company to terminate probationary employees on the basis of response to supervision, attendance, or ability to perform assigned tasks, shall be final and will not be subject to Article VI (Grievance Procedures) of this Agreement. This applies to the termination of a probationary employee only.

Section 3. A seniority roster shall be prepared and posted by the Company every 12 months. Any discrepancies with posting must be submitted in writing within 15 calendar days.

Section 4. Seniority shall be canceled and terminated upon the happening of any of the following events:

- (a) An employee quits.
- (b) An employee is discharged
- (c) An employee fails to return to work within five (5) days of notice of recall given by the Company by registered or certified mail.
- (d) Settlement has been made for total disability
- (e) An employee has retired
- (f) An employee has been in layoff status or is absent because of sickness or injury for more than twelve (12) months.

## ARTICLE XIX

### PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing Federal, State, and Local laws applicable to employees in general.

## ARTICLE XX

### PERIODIC CONFERENCE

Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

## ARTICLE XXI

### GENERAL SAVINGS CLAUSE

Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in affect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

## ARTICLE XXII

### WORK STOPPAGE

During the life of this Agreement, the Union agrees there shall be no strikes, work stoppages, slowdowns, interruptions, sympathy strikes, or delays of work of any nature, whether in protest of matters of actions covered by the Agreement, or matters or actions not referable thereto and not within the normal bargaining relationship between the parties and whether or not based upon alleged violations of State or Federal law, for any purpose whatsoever. Neither the Union nor any employee shall observe any organizational picket line.

Any employee who encourages or participates in a strike, stoppage, sit down, slowdown, sympathy strike, organizational picketing, or organized curtailment of work, as set out in this provision shall be subject to discharge.

In the event a strike occurs with another bargaining group, employees covered by this collective bargaining agreement shall not be assigned to perform the struck work.

## ARTICLE XXIII

### LANGLEY FEDERAL CREDIT UNION PAYROLL DEDUCTIONS AND DIRECT DEPOSITS

The Company agrees to payroll deduction authorization and direct deposition, if duly signed by the employee, for the Langley Federal Credit Union, and said money will be forwarded to the Credit Union, subject to the following:

(1) All authorizations for Langley Federal Credit Union checkoff will be honored by the Company only upon the receipt by the Company of executed forms sent to the Company by the Credit Union.

(2) All cancellations for Credit Union checkoffs will be honored by the Company only upon the receipt by the Company of properly-executed forms sent to the Company by the Credit Union.

(3) All cancellations of increases or decreases in such checkoffs, which are received by the Company a minimum of three (3) working days prior to the close of a pay period will be processed by the Company effective with that pay period, provided, however, at least thirty (30) days have lapsed since processing a change notice for the affected employee.

The Union agrees to save the Company harmless from any action or claims growing out of these deductions (checkoff) and commenced by any employee or former employee of the Company. The Company's sole responsibility is to forward the monies deducted to the Credit Union bi-weekly. The checkoff period to close midnight on Friday and payment to be mailed on or before the Friday of the following week.

## ARTICLE XXIV

### HEALTH AND WELFARE

#### Section 1. Policy

(a) The Company will fund the IBEW Local Union 1340 Health Fund in the amounts designated in Section 2.

#### Section 2. Funding and Membership

(a) Entry into the program is restricted to new hires at the time of hiring or existing employees between May 1 and May 30 of each year.

(b) Effective 1 March, 2002, through 28 February, 2003, employees electing to participate in the Health Fund will have a per pay period deduction of \$7.05 for employee only coverage, \$15.54 for employee and 1 dependent coverage and \$19.39 for 2 or more dependents coverage. The Company will contribute the difference in the monthly premium cost and the employee deduction.

(c) Annual increases in premium costs, as requested by the Health Fund Trustees, up to and including eight percent (8%) per year during the period of 1 March 2003 through 28 February 2005 shall be borne by the Company. Annual increases in premium costs greater than eight percent (8%) up to and including fifteen percent (15%) shall be shared on the basis of fifty percent (50%) by the Company and fifty percent (50%) by the Employee. Annual increases in premium costs greater than fifteen percent (15%) shall be borne by the Employee.

(d) Provided there is no annual increase in premium costs requested by the Health Fund Trustees on 1 March, 2003, the unused increase will be added to 1 March, 2004. On 1 March, 2004, if a premium increase is requested by the Health Fund Trustees, the first fifteen percent (15%) in increased premium costs shall be borne by the Company. Increases in premium costs greater than fifteen percent (15%) up to and including twenty percent (20%) will be shared on the basis of fifty percent (50%) by the Company and fifty percent (50%) by the Employee. Annual increases in premium costs greater than twenty percent (20%) shall be borne by the Employee.

(e) All employees within the unit shall have the option of enrolling in the IBEW Local Union 1340 Health Fund, or at the individual employee's option may elect to receive seventy-five (.75) cents per hour in lieu of accepting the Health Fund.

(f) Employee contribution deductions will be made in accordance with Section 125 of the Internal Revenue Code.

### Section 3. Group Life, Accidental Death/Dismemberment and Disability Insurance

The Company will continue to fund the IBEW Local Union 1340 Group Life, Accidental Death and Dismemberment, and Accident/Sickness Disability Insurance for all employees. Any increase in premium costs shall borne by the employee.

## ARTICLE XXV

### SAFETY EQUIPMENT

In the interest of employees' safety, the Company agrees to the following terms of supplemental monetary support to partially defray the personal cost of the indicated safety equipment.

Section 1. For the duration of the new agreement, and upon presentation of proper receipts for cost of safety shoes worn on the job, the Company will reimburse the individual employee up to one hundred twenty dollars (\$120) or the actual cost, whichever is less, per year for the purchase of new safety shoes.

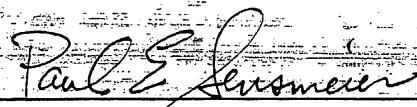
Section 2. Upon submittal of proper receipts and explanation of benefits form(s) from health care provider(s) for the cost of lenses and/or frames for safety glasses, the Company will reimburse the individual employee up to one hundred ten dollars (\$110) per year for safety glasses worn on the job. In no case shall the maximum amount of reimbursement when combined with other benefits received, whatever the source, exceed the cost of the safety

glasses. This provision is intended to be supplemental to any and all other benefits which may be available to the individual employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of 27 pages, which has been agreed to on the fifteenth day of February, 2002, and signed on the twenty-sixth day of February, 2002.

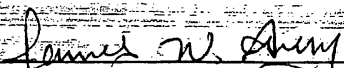
FOR THE COMPANY:

SVERDRUP TECHNOLOGY, INC.  
Technology Group- Hampton Office

  
Paul E. Sensmeier, Manager

FOR THE UNION:

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
Local Union 1340

  
James W. Avery, Business Manager.

APPENDIX A

WAGE SCHEDULE

Section 1. The Company agrees to pay the following hourly rates for the classifications listed below:

MINIMUM WAGE RATE PER HOUR

	Effective 1 March 2002	Effective 1 March 2003	Effective 1 March 2004
<i>Construction Inspector</i>	20.95	21.80	22.55
<i>X-Ray Monitor</i>	10.72	11.15	11.53

In accordance with APPENDIX D, Section 6, Construction Inspector rates shall be paid to those Inspectors who are certified by NASA to "hang" red safety tags. If an Inspector's certification lapses for any reason, the wage rate shall be reduced by 75 cents per hour until the Inspector becomes recertified. Furthermore, any new Inspector's wage rate shall be reduced by 75 cents per hour until that Inspector becomes certified. At the beginning of the first payroll period following recertification or initial certification, respectively, the 75 cents per hour will be restored to the Inspector's wage rate to bring it to the proper minimum shown in the table.

Section 2. Temporary hires (working in accordance with Article XI for a period not to exceed 120 days) shall receive the established rate plus an amount of 20% of the established rate in lieu of benefits.

Section 3. Part time hires shall receive the established rate plus an amount of 20% of the established rate in lieu of benefits.

## APPENDIX B

### JOB ASSIGNMENTS AND OVERTIME

1. The Supervisor, Construction Services and supervisory inspectors will review and assign the lead inspector and support inspectors according to work load and trade requirements.
2. Overtime or compensatory time counts in overtime accrual totals.
3. When two inspectors have the same amount of overtime-roster hours, alphabetical order will be used to determine the overtime assignment.
4. During normal work hours, an inspector has to be present to accept or reject overtime.
5. The inspector will be allowed a maximum of thirty minutes to either accept or reject overtime.
6. Weekend overtime will be canvassed by Thursday afternoon prior to close of business when notice by the Company permits. On short notice by the Company, canvassing will be conducted as soon as notification is received.
7. Weekday overtime will be canvassed as soon as notification is received.
8. All overtime shall be extended to the low overtime-roster inspector within the classification required.
9. Assigned inspector may cover emergency or unscheduled overtime. If that inspector cannot cover this overtime, he will be charged and the low overtime-roster inspector will be given the option to work.
10. The assigned inspector shall be responsible for arranging overtime and briefing inspector from low list. Low list inspector that will cover overtime shall notify security and maintain proper logs for that work.
11. Lowest overtime-roster inspector can work if overtime is multi-craft and no uninspected work is being covered up. If some work is being concealed which has not been inspected, then lowest qualified inspector shall be assigned to check work before concealment.
12. In the event no one accepts the work after all qualified inspectors are canvassed, the assigned inspector within the classification will be required to work.
13. New employees shall start with highest hours plus one hour of that classification.
14. The Company and the Union agree to the above procedure in order to level overtime opportunity within  $\pm$  10% on an annual basis within a classification.

APPENDIX C

UNION DUES DEDUCTION FORM

TO: SVERDRUP TECHNOLOGY, INC., TechnologyGroup (EMPLOYER)

I hereby authorize and direct you to deduct Union working dues bi-weekly from my pay, plus monthly basic Union dues, both amounts of which are to be determined by the Local Union by-laws and the IBEW Constitution and to forward same monthly to the Financial Secretary of the Union in accordance with the Agreement between the Union and the Company. This deduction shall be made from all wages earned by me while working in the jurisdiction of Local Union E340, IBEW.

This authorization and direction shall be irrevocable for a period of one (1) year from the date hereof or until the anniversary date of the present Agreement, whichever is sooner, at which time I may revoke it by giving the Employer written notice any time with thirty (30) days prior to the expiration of the year period, or thirty (30) days prior to the anniversary date of the present Agreement, whichever occurs sooner. If no such notice is given, this authorization shall be irrevocable for successive one (1) year periods thereafter, or for successive contract periods, whichever are shorter, with the same period of revocation at the end of each such period and shall continue thereafter in full force and effect until revoked by written notice to you.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Social Security Number: \_\_\_\_\_



## APPENDIX D

### SUMMARY POSITION DESCRIPTION FOR CONSTRUCTION INSPECTORS

#### Section 1. General

Construction Inspectors examine any of a variety of construction goods, services or operations, within designated trades, for conformance to contract requirements as documented by plans, specifications, reference specifications, approved submittals, codes and industry practice. Conducts Quality Control (QC) activity on assigned contracts and performs Quality Assurance (QA) of construction contractors' inspection and testing activities. Monitors tests to verify procedure and results. Conducts tests to demonstrate compliance. Examines raw materials for quality, and manufactured items for defects and for conformance to specifications, visually and using sample models and instruments, such as scales, gauges, templates, calipers and micrometers. Verifies that established standards are maintained relative to such matters as transportation and storage, health and safety, security, sanitation, business practices, operations and services. When required, affixes seals or tags to approved items. Ascertains that licenses and permits have been obtained and displayed. Confers with officials, interprets regulations and codes, and assists in altering methods and practices to meet established standards. Investigates complaints and violations, prepares reports of findings and action taken or recommended and testifies in court. Recommends changes in standards, administrative procedures, facilities, methods, and practices. Performs other tasks as outlined in the current revision of the NASA Langley Inspection Manual.

#### Section 2. Physical Requirements, Description of Environment, and Other Essential Functions

Requires mobility through construction sites including climbing, crawling, access to confined spaces and heights to 70 ft maximum. Depth perception is required, with or without correction. Ability to hear normal conversation and remote alarms not visually apparent. Capable of carrying documents and test instruments (maximum wt. 30 lbs), move materials to gain access and passage (maximum wt. 100 lbs) and ability to use tools and test instruments. Ability to operate motor vehicles and work at heights up to 70 ft.

Work is performed indoors and outdoors in all weather conditions. Exposed to noise, dust, hazardous materials, chemicals, high noise, electricity, and high pressure systems on construction sites. Requires good oral and written communication skills with the ability to communicate effectively with tradesmen and other contractor personnel, technicians and engineers. Must be able to obtain, as a minimum, an ADP clearance, and obtain other security clearances when required.

Ability to use the following tools: desk top or lap top computer, hand held radio, telephone, pager, copiers and miscellaneous test equipment pertaining to respective trades, such as: continuity testers, micrometers, volt meters, amp meters, flow hood, pitot tube, windsor probe/schmidt hammer, Hi-pot and Megger meters, holiday testers, concrete slump and test cylinders apparatus, builder's level, and miscellaneous tools.

Work assignments normally between 0700 and 1530 weekdays. Overtime and second and/or third shift as required. Regular, daily, punctual attendance is required to maintain inspection schedules with contractors and to communicate with the client.

### Section 3. Task Order Accounting and Client Management

**Task Order Accountability:** Plan and execute the inspection of assigned task orders to avoid exceeding authorized expenditure limits. Plan site visits and other task activity to accommodate the inherent risks identified in the work, the authorized levels of funding and client requests.

**Task Estimating and Reporting:** When queried, provide estimates of required inspection hours for initial task order estimates or for estimates to complete task orders in progress. Provide current status and report on significant events relevant to inspection task orders and to the associated construction contract.

**Administrative tasks:** Maintain individual time card in accordance with current company procedures. Advise supervisor when conditions indicate that authorized funding is not sufficient to permit the levels of inspection assigned by the risk assessment plan, or if no plan is developed, when funding is not sufficient to permit levels of inspection judged appropriate by the inspector.

**Client Communication:** Maintain communication with the NASA TPE, COTR, Construction Manager (CM) or other client authority as directed in the task order and NASA directives or Company procedures. Query the TPE or COTR at approximately the 30%, 60% and closeout phases of construction to ascertain that services provided are meeting the client's expectations.

**Task Team Communication:** Maintain communication with other construction inspectors and with other company personnel including the inspection supervisor, lead inspector, construction manager and designers as needed to render efficient and timely services. Provide information regarding contractor on-site personnel and subcontractors as required to maintain database information at the Construction Services Unit.

**Task Order Closeout Activity:** Submit final deliverables and coordinate task order closeout in accordance with current Company procedures.

### Section 4. Inspection Methods and Deliverables

**Construction Inspection Record (Log books):** Maintain records of inspection activity by documenting recordable events in the format specified by current Company procedures. Prepare inspection records integral with the conduct of inspection services, whenever possible, prior to leaving the job site on each visit. Submit inspection records at frequencies and in the format specified by current Company procedures.

**Inspection As-Built Drawings:** Maintain inspection as-built drawings up to date within 15 days of site activity. Submit completed as-built drawings with contract close out documentation.

**Work/Punch Lists:** Prepare and submit work lists and/or punch lists when appropriate. Prepare lists in accordance with Company procedures.

**Inspection of Work in Place:** Carry pertinent plans in hand when entering a job site for the purpose of inspecting and accepting work in place.

**Other QA/QC Documentation:** Develop other QA/QC documents or review documentation prepared by others, including, but not limited to, Radiographic, Visual and other NDE documentation, Hydrostatic and

Pneumatic pressure test reports, Certificates of Compliance, Photographic records, inspection checklists, Point to Point wiring diagrams, construction contractor's as-built drawings, weld maps, non-compliance notices and continuity and resistance reports for electrical conductors.

## Section 5. Other Duties

**Risk Assessment Planning:** Review Risk Based Inspection Plans for completeness, and for appropriateness of inspection levels assigned to identified risks.

**Travel:** Perform inspection activities at sites other than NASA LaRC as directed in specific task orders.

**Warranty:** Support the client's efforts to obtain warranty services commensurate with the availability of funding and as directed by supervisor.

**Safety/Security Compliance Issues:** Verify the construction contractor's compliance with the safety and security provisions of the contract in accordance with current Company procedures.

**Specification Reviews:** Review plans and specifications, subject to time and funding limitations, prior to the release of bid documents as requested by the client. Reviews documents for constructability issues and for best trade practices and documents the review in accordance with current Company procedures.

**Assistance of Contract Administration:** Communicate site conditions and current status to supervisor and client personnel. Make recommendations as requested. Communicate notices and other contract actions to the construction contractor as directed by supervisor, COTR, TPE, CO, Contract Administrator (CA), CM, or other appropriate authority. Discuss scope definition of contract modifications, including Emergency Field Directed Changes, as requested by the above listed personnel, to define reasonable limits on materials, man hours, equipment requirements and work methods. Review construction contractors' certified payrolls and recommend approval/disapproval action to the client. Review construction contractors' invoices and attest to the reasonableness of the amount invoiced. Facilitate transfer of GFE/M and salvaged materials.

**Coordination of NASA/Construction Contractor Activities:** Facilitate construction contractor activities through communication and coordination with appropriate Facility Safety Heads and/or Facility Coordinators, and with effected LaRC activities in accordance with current client or Company procedures. Prepare and submit requests for utility outages, overtime, and other applications required by the client. Coordinate dig permits and safety briefings. Perform other coordination activities as required by current procedures.

**Meetings/Facilitation:** Attend meetings as directed by the client or by Company procedures, including, but not limited to: Preconstruction conferences, site visits, job site conferences and final inspections. Discuss field solutions to design or construction problems or interferences and the work plans to carry out approved solutions. Document activity on Construction Inspection Records.

**Other Duties:** Perform other duties as required by the current revision of NASA's Langley Inspection Manual or by Company procedures developed to support the scope of work identified in the manual.

## Section 6. Red Tags

The duties of installing and removing red "DO NOT OPERATE" safety tags are included in the scope of the Construction Inspection function. Accordingly, the duties of Inspectors include providing this service. Each Inspector shall maintain familiarity with the NASA LaRC safety clearance procedures listed in LaRC Handbook LAPG 1710.10. NASA will provide training and certification for all Inspectors to install and remove red "DO NOT OPERATE" safety tags. It is required of each Inspector, whether as a primary discipline responsibility or in support of Inspectors of other disciplines, to "hang" red tags.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF 4 PAGE(S)  
 2. AMENDMENT/MODIFICATION NO. 69 3. EFFECTIVE DATE See Block 16c 4. REQUISITION/PURCHASE REQ. NO. See Block 12 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY National Aeronautics and Space Administration  
 Langley Research Center  
 Hampton, VA 23681-2199  
 CODE \_\_\_\_\_ 7. ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  
 Sverdrup Technology, Inc.  
 Technology Group  
 600 William Northern Boulevard  
 Tullahoma, TN 37388  
 (4) \_\_\_\_\_ 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128  
 10B. DATED (SEE ITEM 13) 11/1/98  
 CODE \_\_\_\_\_ 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.  
 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) 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  
 Mutual Agreement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

A. The purposes of this modification are to:

1. Revise the total fixed price for CLIN 02 to reflect actual price increase resulting from inclusion of new wage determination in Modification 66, and understated in Modification 68.
2. Update the tables entitled "Fully Burdened Labor Rates - CLIN 01" and "Labor Rates - CLIN 03 (Excluding Fee)" for Year 5 in Paragraphs B.6 and H.12; to reflect revisions in 1 above.
3. To incrementally fund CLIN 01, 02 and 03 in the total amount of \$115,701.

(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) RICHARD L. WINEMAN, CONTRACT MANAGER  
 15B. CONTRACTOR/OFFEROR *Richard L. Wineman*  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED 1/16/03  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS  
 16B. UNITED STATES OF AMERICA BY *Michael T. Stubbs*  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED 1/16/03

B. Accordingly, the subject contract is hereby amended as follows:

1. Standard Form 252, Contract Cover Page, Block 7 - the Firm Fixed Price for CLIN 02 under Option Year 4 is hereby increased by \$16,556, from \$479,417 to \$495,973, resulting in a new Total Contract Amount for Option Year 4 of \$3,529,417.

2. Part I, Section B, Paragraph B.3, FIXED PRICE, ESTIMATED COST AND INCENTIVE FEE - the total fixed price for CLIN 02 in sentence (a), is hereby increased by \$16,556, from \$2,346,067 to \$2,362,623, and Part I, Paragraph H.12, Options, Priced Options/Extended Term - the total fixed price for CLIN 02 Fixed Price is hereby increased by \$16,556, from \$2,346,067 to \$2,362,623.

3. Part I, Section B, Paragraph B.6, Labor Categories - the "FULLY BURDENED LABOR RATES-CLIN 01" for Year 5; and Part I, Section H, Paragraph H.12, Options, Priced Options/Extended Term - the "FULLY BURDENED LABOR RATES-CLIN 01" for Year 5 are deleted in their entirety, and replaced by the following:

<u>Labor Category</u>	<u>Original Contract</u>		<u>Contract w/Amend 66</u>	
	<u>Year 5</u>		<u>Year 5</u>	
	<u>Straight/Overtime</u>		<u>Straight/Overtime</u>	
<u>Contractor Site</u>				
Project Manager	101.35	101.35	101.35	101.35
Senior Engineer/Architect	88.33	88.33	88.33	88.33
Engineer/Architect	83.24	83.24	83.24	83.24
Junior Engineer/Architect	64.03	64.03	64.03	64.03
General Clerk I	20.85	24.88	21.46	25.80
General Clerk II	25.64	30.61	26.39	31.74
General Clerk III	31.88	38.06	32.82	39.46
General Clerk IV	35.64	42.55	36.69	44.13
Secretary I	26.36	31.46	29.68	36.43
Secretary II	30.67	36.61	34.53	42.41
Secretary III	35.15	41.95	39.50	48.47
Secretary IV	41.06	49.02	46.22	56.75
Secretary V	43.11	51.46	48.52	59.58
Word Processor I	28.39	33.89	29.14	35.02
Word Processor II	32.00	38.20	33.75	40.83
Word Processor III	35.84	42.78	36.79	44.20
Drafter I	28.59	34.13	30.09	36.37
Drafter II	32.18	38.41	33.87	40.95
Drafter III	40.44	48.27	42.56	51.45
Drafter IV	49.13	58.64	51.71	62.52
Engineering Technician IV (Designer I)	52.10	62.19	59.12	72.72
Engineering Technician V (Designer II)	60.84	72.63		
Engineering Technician VI (Designer III)	75.19	89.75	69.04	84.93

4. Part I, Section B, Paragraph B.6, Labor Categories - the "FULLY BURDENED LABOR RATES-CLIN 03 (Excluding Fee)" for Year 5; and Part I, Section H, Paragraph H.12, Options, Priced Options/Extended Term - the "LABOR RATES - CLIN 03 (Excluding Fee)" for Year 5 are deleted in their entirety, and replaced by the following:

<u>Labor Category</u>	<u>Original Contract</u>		<u>Contract w/Amend 66</u>	
	<u>Year 5</u>		<u>Year 5</u>	
<u>Government Site</u>	<u>Straight/Overtime</u>		<u>Straight/Overtime</u>	
CM/Inspector	58.11	58.11	58.11	58.11
Supervisor Inspector	52.69	52.69	52.69	52.69
Secretary I	22.18	27.28	25.50	32.25
Secretary II	25.82	31.76	29.68	37.56
Secretary III	29.58	36.39	33.93	42.91
Secretary IV	34.56	42.52	39.72	50.25
Secretary V	36.28	44.63	41.69	52.75
Inspector	40.65	50.01	41.72	51.61
Radiograph Monitor	21.74	26.74	22.29	27.56

5. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding - is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$32,457, of which \$29,860 is allocated for cost and \$2,597 is allocated for fee, as follows:

"B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,118,830. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$256,261 is obligated under this contract for payment of fee for CLIN 03."

6. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect additional funding in the amount of \$37,744 on CLIN 01 and \$45,500 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$6,960,117 and \$2,032,150, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 7, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

C. All other terms and conditions remain in full force and effect.

**ACCOUNTING & APPROPRIATION DATA**

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>	RFU.3988	M4121	992-20-04-71-00	\$13,305.00	Complete	1210
	RFU.3990	M4412	992-20-04-71-00	\$15,924.00	Complete	1226
	RFU.3992	M4121	992-20-04-71-00	\$1,559.00	Complete	1172
	RFU.3993	M4412	992-20-04-71-00	<u>\$6,956.00</u>	Complete	1231
		<b>CLIN 01 TOTAL</b>		<b>\$37,744.00</b>		
<b>CLIN 02</b>	RFU.4003	M2084	992-20-03-02-00	<u>\$45,500.00</u>	Complete	N/A
			<b>CLIN 02 TOTAL</b>	<b>\$45,500.00</b>		
<b>CLIN 03</b>	RFU.3998	C493001	493-02-01-00-00	\$15,000.00	Complete	3251
	RFU.3999	C492801	492-82-01-00-00	\$15,000.00	Complete	3253
	RFU.4000	M4560	992-20-05-07-00	<u>\$2,457.00</u>	Complete	3270
		<b>CLIN 03 TOTAL</b>		<b><u>\$32,457.00</u></b>		
		<b>TOTAL CONTRACT MOD</b>		<b>\$115,701.00</b>		

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	<u>16,556</u>	<u>32,457</u>	<u>37,744</u>	<u>45,500</u>
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,375,091</b>	<b>\$6,960,117</b>	<b>\$2,032,150</b>

\*Includes \$3,118,830 for cost and \$256,261 for fee



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE 1 OF 2 PAGE(S)
2. AMENDMENT/MODIFICATION NO. 70	3. EFFECTIVE DATE See Block 16c
4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)

6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6)
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technlogy Group 600 William Northern Boulevard Tullahoma, TN 37388	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

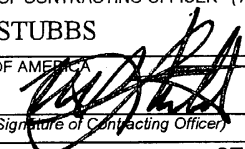
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purposes of this modification are to:  
1. Correct errors in Modification 59 and Modifications 66 through 69.  
B. Accordingly, the following changes are hereby made to the subject contract modifications:  
1. Modification 59, Paragraph B.1 - change \$123,425 to \$123,424.  
2. Modification 66 through 69, Contract Summary CLIN 03 Funding Breakdown, increase cost by \$3,067 and decrease fee by \$3,067, for no net change to total CLIN 03 Funding, as follows:

(CONTINUED)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL T. STUBBS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/11/03

a. Modification 66 - delete "Includes \$2,994,469 for cost and \$245,446 for fee" in its entirety and replace with "Includes \$2,997,536 for cost and \$242,379 for fee".

b. Modification 67 - delete "Includes \$2,994,469 for cost and \$245,446 for fee" in its entirety and replace with "Includes \$2,997,536 for cost and \$242,379 for fee".

c. Modification 68 - delete "Includes \$3,088,970 for cost and \$253,664 for fee" in its entirety and replace with "Includes \$3,092,037 for cost and \$250,597 for fee".

d. Modification 69 - delete "Includes \$3,118,830 for cost and \$253,194 for fee" in its entirety and replace with "Includes \$3,121,897 for cost and \$253,194 for fee".

c. All other terms and conditions remain in full force and effect.

**ACCOUNTING & APPROPRIATION DATA**

N/A

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,375,091</b>	<b>\$6,960,117</b>	<b>\$2,032,150</b>

\* Includes \$3,121,897 for cost and \$253,194 for fee

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 71	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.  NAS1-98128
			10B. DATED (SEE ITEM 13)  11/1/98
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Last Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01, 02 and 03 in the total amount of \$100,429

(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) SANDRA M. GLENN
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY <u>Sandra Glenn</u> (Signature of Contracting Officer)
(Signature of person authorized to sign)	16C. DATE SIGNED 3/3/03
15C. DATE SIGNED	

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$15,679, of which \$14,425 is allocated for cost and \$1,254 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,136,322. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$254,448 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$42,750 on CLIN 01 and \$42,000 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,002,867 and \$2,074,150, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
TOTAL	\$5,118,161	\$406,839	\$5,525,000	\$8,925,000	\$2,362,623	\$3,390,770	\$7,002,867	\$2,074,150

\* Includes \$3,136,322 for cost and \$254,448 for fee

ACCOUNTING & APPROPRIATION DATA

PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>					
RFU.4016	M4412	992-20-04-71-00	\$14,187.00	Complete	1232
RFU.4017	M3060	992-20-01-01-00	\$1,000.00	Complete	1235
RFU.4018	M4412	992-20-04-71-00	\$13,034.00	Complete	1233
RFU.4020	C295905	295-94-03-00-00	\$8,717.00	Complete	1234
RFU.4026	M4121	992-20-04-71-00	\$912.00	Complete	1236
RFU.4027	M4121	992-20-04-71-00	\$4,900.00	Complete	1172
<b>CLIN 01 TOTAL</b>			\$42,750.00		
<b>CLIN 02</b>					
RFU.4025	M2084	992-20-03-02-00	\$42,000.00	Complete	N/A
<b>CLIN 02 TOTAL</b>			\$42,000.00		
<b>CLIN 03</b>					
RFU.4013	C296302	296-34-03-00-00	\$5,000.00	Complete	3287
RFU.4024	M4721	992-20-06-14-00	\$10,679.00	Complete	3281
<b>CLIN 03 TOTAL</b>			\$15,679.00		
<b>TOTAL CONTRACT MOD</b>			\$100,429.00		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 72	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)  Sverdrup Technology, Inc. Technlogy Group 600 William Northern Boulevard Tullahoma, TN 37388			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
				10B. DATED (SEE ITEM 13) 11/1/98
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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.
X	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)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01, 02 and 03 in the total amount of \$351,863

(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) SANDRA M. GLENN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Sandra Glenn</u> (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 3/20/03

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$18,496, of which \$17,017 is allocated for cost and \$1,479 is allocated for fee, as follows:

**“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,153,339. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$255,927 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$44,894 on CLIN 01 and \$288,473 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,047,761 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 71	0	0	0	0	0	18,496	44,894	288,473
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,409,266</b>	<b>\$7,047,761</b>	<b>\$2,362,623</b>

\* Includes \$3,153,339 for cost and \$255,927 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>						
	RFU.4032	C976036	976-04-02-00-00	\$8,250.00	Complete	1053
	RFU.4041	C976036	976-04-02-00-00	\$36,644.00	Complete	1142
			<b>CLIN 01 TOTAL</b>	<b>\$44,894.00</b>		
<b>CLIN 02</b>						
	RFU.4042	M2084	992-20-03-02-00	\$267,500.00	Complete	N/A
	RFU.4042	M3523	992-20-04-71-00	\$20,973.00	Complete	N/A
			<b>CLIN 02 TOTAL</b>	<b>\$288,473.00</b>		
<b>CLIN 03</b>						
	RFU.4023	C296102	296-14-03-00-00	\$10,733.00	Complete	3173
	RFU.4037	C295803	295-84-03-00-00	\$7,763.00	Complete	3079
			<b>CLIN 03 TOTAL</b>	<b>\$18,496.00</b>		
			<b>TOTAL CONTRACT MOD</b>	<b>\$351,863.00</b>		



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE	OF	PAGE(S)
			1		3

2. AMENDMENT/MODIFICATION NO. 73	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
		10B. DATED (SEE ITEM 13) 11/1/98

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 and 03 in the total amount of \$90,004

(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) SANDRA M. GLENN	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA M. GLENN
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>Sandra Glenn</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 4/11/03

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$35,508, of which \$32,667 is allocated for cost and \$2,841 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,186,006. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$258,768 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$54,496 on CLIN 01 and \$288,473 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,102,257 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

### CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,444,774</b>	<b>\$7,102,257</b>	<b>\$2,362,623</b>

\* Includes \$3,186,006 for cost and \$258,768 for fee

ACCOUNTING & APPROPRIATION DATA

PR Number	Job Order Number	Program Number	Amount	Status	Task Number
<b>CLIN 01</b>					
RFU.4051	M4148	992-30-11-03-00	\$442.00	Complete	1225
RFU.4052	C976036	976-04-02-00-00	\$4,636.00	Complete	1201
RFU.4053	AS5415	772-10-01-28-00	\$14,691.00	Complete	1206
RFU.4059	M4412	992-20-04-71-00	\$3,656.00	Complete	1242
RFU.4064	M4412	992-20-04-71-00	\$6,654.00	Complete	1241
RFU.4065	M4121	992-20-04-71-00	\$8,227.00	Complete	1172
RFU.4066	M4412	992-20-04-71-00	\$1,817.00	Complete	1226
RFU.4068	M4412	992-20-04-71-00	\$7,403.00	Complete	1240
RFU.4075	M4121	992-20-04-71-00	\$6,970.00	Complete	1246
<b>CLIN 01 TOTAL</b>			<b>\$54,496.00</b>		
<b>CLIN 03</b>					
RFU.4047	C296102	296-14-03-00-00	\$3,722.00	Complete	3174
RFU.4057	M3523	992-20-04-71-00	\$25,000.00	Complete	3257
RFU.4072	M4123	992-20-04-71-00	\$3,393.00	Complete	3245
RFU.4072	M4171	992-20-04-71-00	\$3,393.00	Complete	3245
<b>CLIN 03 TOTAL</b>			<b>\$35,508.00</b>		
<b>TOTAL CONTRACT MOD</b>			<b>\$90,004.00</b>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1	OF 3	PAGE(S) 3
		2. AMENDMENT/MODIFICATION NO. 74		3. EFFECTIVE DATE See Block 16C	
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>		7. ADMINISTERED BY (If other than Item 6)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) 11/1/98	

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 and 03 in the total amount of \$106,898.

(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)	
		SANDRA M. GLENN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Sandra Glenn</u> (Signature of Contracting Officer)	4/17/03

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$47,500, of which \$43,700 is allocated for cost and \$3,800 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,229,706. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$262,568 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$59,398 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,161,655 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 73	0	0	0	0	0	47,500	59,398	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,492,274</b>	<b>\$7,161,655</b>	<b>\$2,362,623</b>

\* Includes \$3,229,706 for cost and \$262,568 for fee

**ACCOUNTING & APPROPRIATION DATA**

<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>					
RFU.4076	M4412	992-20-04-71-00	\$11,298.00	Complete	1248
RFU.4082	C926009	926-04-02-00-00	\$8,570.00	Complete	1205
RFU.4083	M4412	992-20-04-71-00	\$8,620.00	Complete	1239
RFU.4084	M3869	992-30-07-01-00	\$2,824.00	Complete	1251
RFU.4085	R29310	721-21-01-99-00	\$9,976.00	Complete	1245
RFU.4087	R26761	728-30-10-03-00	\$5,000.00	Complete	1249
RFU.4090	M4412	992-20-04-71-00	\$13,110.00	Complete	1247
<b>CLIN 01 TOTAL</b>			<b>\$59,398.00</b>		
<b>CLIN 03</b>					
RFU.4073	C296202	296-24-03-00-00	\$10,000.00	Complete	3266
RFU.4074	C482401	482-42-01-00-00	\$3,500.00	Complete	3277
RFU.4078	M3523	992-20-04-71-00	\$30,000.00	Complete	3288, 3289, 3290, 3291, 3292, 3293
RFU.4086	AS7984	772-50-09-72-00	\$4,000.00	Complete	3294
<b>CLIN 03 TOTAL</b>			<b>\$47,500.00</b>		
<b>TOTAL CONTRACT MOD</b>			<b>\$106,898.00</b>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1	OF 3	PAGE(S) 3
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2. AMENDMENT/MODIFICATION NO. 75	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>
		10B. DATED (SEE ITEM 13) <b>11/1/98</b>
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) <b>NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 and 03 in the total amount of \$60,837.

(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) <b>SANDRA M. GLENN</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <b>Sandra Glenn</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>5-6-03</b>
(Signature of person authorized to sign)			

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$25,000, of which \$23,000 is allocated for cost and \$2,000 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,252,706. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$264,568 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$35,837 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,197,492 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 73	0	0	0	0	0	47,500	59,398	0
Mod 74	0	0	0	0	0	25,000	35,837	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,517,274</b>	<b>\$7,197,492</b>	<b>\$2,362,623</b>

\* Includes \$3,252,706 for cost and \$264,568 for fee



**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>						
	RFU.4093	M4412	992-20-04-71-00	\$5,794.00	Complete	1253
	RFU.4095	M4412	992-20-04-71-00	\$17,967.00	Complete	1254
	RFU.4100	R29672	719-20-30-10-00	\$12,076.00	Complete	1255
			<b>CLIN 01 TOTAL</b>	<b>\$35,837.00</b>		
<b>CLIN 03</b>						
	RFU.4097	M3523	992-20-04-71-00	\$25,000.00	Complete	3297, 3293
			<b>CLIN 03 TOTAL</b>	<b>\$25,000.00</b>		
			<b>TOTAL CONTRACT MOD</b>	<b>\$60,837.00</b>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF	PAGE(S)
2. AMENDMENT/MODIFICATION NO. <b>76</b>		3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PURCHASE REQ. NO. <b>See Block 12</b>
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>		(4)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>	
			10B. DATED (SEE ITEM 13) <b>11/1/98</b>	
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) <b>NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 and 03 in the total amount of \$88,303.

(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)	
		<b>SANDRA M. GLENN</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <b>Audra Glenn</b> (Signature of Contracting Officer)	<b>5-7-03</b>

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$33,702, of which \$31,005, is allocated for cost and \$2,697 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,283,711. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$267,265 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$54,601 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,252,093 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 74	0	0	0	0	0	47,500	59,398	0
Mod 75	0	0	0	0	0	25,000	35,837	0
Mod 76	0	0	0	0	0	33,702	54,601	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,550,976</b>	<b>\$7,252,093</b>	<b>\$2,362,623</b>

\* Includes \$3,283,711 for cost and \$267,265 for fee

**ACCOUNTING & APPROPRIATION DATA**

	<b>PR Number</b>	<b>Job Order Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>
<b>CLIN 01</b>						
	RFU.4101	M4148	992-30-11-03-00	\$785.00	Complete	1225
	RFU.4102	M4412	992-20-04-71-00	\$16,712.00	Complete	1250
	RFU.4103	M4412	992-20-04-71-00	\$17,893.00	Complete	1252
	RFU.4112	M4412	992-20-04-71-00	\$13,819.00	Complete	1259
	RFU.4117	R29417	745-30-10-01-00	\$5,392.00	Complete	1201
			<b>CLIN 01 TOTAL</b>	<b>\$54,601.00</b>		
<b>CLIN 03</b>						
	RFU.4105	C296102	296-14-03-00-00	\$15,702.00	Complete	3211
	RFU.4106	C296202	296-24-03-00-00	\$10,000.00	Complete	3265
	RFU.4107	M4148	992-30-11-03-00	\$3,000.00	Complete	3298
	RFU.4110	C492801	492-82-01-00-00	\$5,000.00	Complete	3253
			<b>CLIN 03 TOTAL</b>	<b>\$33,702.00</b>		
			<b>TOTAL CONTRACT MOD</b>	<b>\$88,303.00</b>		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1	OF 3	PAGE(S) 3
2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">77</p>		3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>		4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">See Block 12</p>	
6. ISSUED BY <p>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</p>		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <p>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</p>		(4)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. <p style="text-align: center;">NASI-98128</p>	
				10B. DATED (SEE ITEM 13) <p style="text-align: center;">11/1/98</p>	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)


E. **IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 and 03 in the total amount of \$343,762

(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)	
		MOZETTA A. EDWARDS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	5/9/03

1. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect funding for CLIN 03 in the amount of \$8,000, of which \$7,360 is allocated for cost and \$640 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,291,071. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$267,905 is obligated under this contract for payment of fee for CLIN 03.”

2. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$335,762 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,587,855 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

C. All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding *	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 74	0	0	0	0	0	47,500	59,398	0
Mod 75	0	0	0	0	0	25,000	35,837	0
Mod 76	0	0	0	0	0	33,702	54,601	0
Mod 77	0	0	0	0	0	8,000	335,762	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,558,976</b>	<b>\$7,587,855</b>	<b>\$2,362,623</b>

\* Includes \$3,291,071 for cost and \$267,905 for fee

**ACCOUNTING & APPROPRIATION DATA**

		<b>Job Order</b>				
<b>PR Number</b>	<b>Number</b>	<b>Program Number</b>	<b>Amount</b>	<b>Status</b>	<b>Task Number</b>	
<b>CLIN 01</b>						
RFU.4118	M4412	992-20-04-71-00	\$10,963.00	Complete	1260	
RFU.4119	M4412	992-20-04-71-00	\$10,941.00	Complete	1262	
RFU.4124	M4412	992-20-04-71-00	\$13,154.00	Complete	1258	
RFU.4127	M4412	992-20-04-71-00	\$16,301.00	Complete	1264	
RFU.4128	M4412	992-20-04-71-00	\$15,398.00	Complete	1266	
RFU.4129	M4412	992-20-04-71-00	\$30,162.00	Complete	1267	
RFU.4130	M4412	992-20-04-71-00	\$19,979.00	Complete	1270	
RFU.4131	C976041	976-04-02-00-00	\$6,802.00	Complete	1183	
RFU.4132	C926020	926-04-02-00-00	\$119,882.00	Complete	1257	
RFU.4133	M4412	992-20-04-71-00	\$11,926.00	Complete	1265	
RFU.4138	M4567	992-20-04-16-00	\$80,254.00	Complete	1271	
<b>CLIN 01 TOTAL</b>			<b>\$335,762.00</b>			
<b>CLIN 03</b>						
RFU.4109	M3213	992-20-09-32-00	\$8,000.00	Complete	3294	
<b>CLIN 03 TOTAL</b>			<b>\$8,000.00</b>			
<b>TOTAL CONTRACT MOD</b>			<b>\$343,762.00</b>			

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE <b>1</b>	OF <b>3</b>	PAGE(S) <b>3</b>
2. AMENDMENT/MODIFICATION NO. <b>78</b>		3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PURCHASE REQ. NO. <b>See Block 12</b>	
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>			7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) <b>Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388</b>		(4)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
		<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS1-98128</b>		
			10B. DATED (SEE ITEM 13) <b>11/1/98</b>		
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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:
<b>X</b>	D. OTHER Specify type of modification and authority) <b>NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 01 in the total amount of \$143,562.

(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)	
		<b>SANDRA M. GLENN</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	<b>5/13/03</b>
		(Signature of Contracting Officer)	



1. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect incremental funding in the amount of \$143,562 on CLIN 01 and \$0 on CLIN 02 as follows:

(a) Paragraph (a) is changed to: "Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,731,417 and \$2,362,623, respectively, 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 as they become available."

(b) Paragraph (c)(1) is changed to: "It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01."

C. All other terms and conditions remain in full force and effect.

### CONTRACT SUMMARY

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding*	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 74	0	0	0	0	0	47,500	59,398	0
Mod 75	0	0	0	0	0	25,000	35,837	0
Mod 76	0	0	0	0	0	33,702	54,601	0
Mod 77	0	0	0	0	0	8,000	335,762	0
Mod 78	0	0	0	0	0	0	143,562	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,558,976</b>	<b>\$7,731,417</b>	<b>\$2,362,623</b>

\* Includes \$3,291,071 for cost and \$267,905 for fee

ACCOUNTING & APPROPRIATION DATA

	PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 01	RFU.4135	C926010	926-04-02-00-00	\$143,562.00	Complete	1263
			CLIN 01 TOTAL	\$143,562.00		
			TOTAL CONTRACT MOD	\$143,562.00		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 3
2. AMENDMENT/MODIFICATION NO. 79	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) Sverdrup Technology, Inc. Technology Group 600 William Northern Boulevard Tullahoma, TN 37388		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98128
			10B. DATED (SEE ITEM 13) 11/1/98
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Accounting Summary - Page 3

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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) NFS 1852.232-81 Limitation of Funds (JUN 1990) NFS 1852.232-77 Limitation of Funds (Fixed Price Contract) (MAR 1989)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 incrementally fund CLIN 03 in the total amount of \$30,000 and to make administrative CLIN funding allocation corrections to Modification Nos. 2, 6 and 36.

Accordingly, the contract is hereby modified as follows:

(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)	
		SANDRA M. GLENN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Sandra Glenn</u> (Signature of Contracting Officer)	5/14/03

1. The following CLIN funding allocation changes are hereby made:

- a. Funding in the amount of \$5,096 on Purchase Request RFR.1174 that was obligated under Modification No. 36 is moved from CLIN 01 to CLIN 03.
- b. Funding in the amount of \$2,691 on Purchase Request GI.2499 that was obligated under Modification No. 2 is moved from CLIN 03 to CLIN 01.
- c. Funding in the amount of \$2,979 on Purchase Request GG.1074 that was obligated under Modification No. 6 is moved from CLIN 03 to CLIN 01.

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2. Part I, Section B, B.5, Clause 1852.232-81, Contract Funding – is replaced in its entirety, to reflect the above changes as well as additional funding for CLIN 03 in the amount of \$30,000, of which \$27,600 is allocated for cost and \$2,400 is allocated for fee, as follows:

“B.5. CONTRACT FUNDING (NASA 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 (CLIN 03) is \$3,318,097. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of \$270,305 is obligated under this contract for payment of fee for CLIN 03.”

3. Part II, Section I, I.12, LIMITATION OF FUNDS FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989), is hereby amended by the following to reflect the changes in Item 1 above as follows:

(a) Paragraph (a) is changed to: “Of the total price of Contract Line Item Numbers 01 and 02, the sum of \$7,731,991 and \$2,362,623, respectively, 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 as they become available.”

(b) Paragraph (c)(1) is changed to: “It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2003 for CLIN 02, and as set forth in individual Task Orders for CLIN 01.”

All other terms and conditions remain in full force and effect.

**CONTRACT SUMMARY**

ACTION	CLIN 03 Maximum Est. Cost	CLIN 3 Maximum Incentive Fee	CLIN 3 Maximum Cost & Fee	CLIN 1 Maximum Fixed Price	CLIN 2 Firm Fixed Price	CLIN 3 Funding*	CLIN 1 Funding	CLIN 2 Funding
Basic Thru Mod 57	4,398,114	351,886	4,750,000	6,650,000	1,866,650	2,874,570	5,320,083	0
Mod 58	0	0	0	0	0	98,818	149,768	1,866,650
Mod 59	0	0	0	0	0	134,157	104,384	0
Mod 60	0	0	0	0	0	25,000	143,988	0
Mod 61	0	0	0	0	0	49,467	1,800	0
Mod 62	0	0	0	0	0	30,980	627,215	0
Mod 63	-437,000	-38,000	-475,000	475,000	0	0	0	0
Mod 64	0	0	0	0	0	-26,364	0	0
Mod 65	0	0	0	0	0	51,373	416,960	0
Mod 66	1,157,047	92,953	1,250,000	1,800,000	464,351	1,914	108,709	40,000
Mod 67	0	0	0	0	0	0	0	40,000
Mod 68	0	0	0	0	15,066	102,719	49,466	40,000
Mod 69	0	0	0	0	16,556	32,457	37,744	45,500
Mod 70	0	0	0	0	0	0	0	0
Mod 71	0	0	0	0	0	15,679	42,750	42,000
Mod 72	0	0	0	0	0	18,496	44,894	288,473
Mod 73	0	0	0	0	0	35,508	54,496	0
Mod 74	0	0	0	0	0	47,500	59,398	0
Mod 75	0	0	0	0	0	25,000	35,837	0
Mod 76	0	0	0	0	0	33,702	54,601	0
Mod 77	0	0	0	0	0	8,000	335,762	0
Mod 78	0	0	0	0	0	0	143,562	0
Mod. 79	0	0	0	0	0	29,426	574	0
<b>TOTAL</b>	<b>\$5,118,161</b>	<b>\$406,839</b>	<b>\$5,525,000</b>	<b>\$8,925,000</b>	<b>\$2,362,623</b>	<b>\$3,588,402</b>	<b>\$7,731,991</b>	<b>\$2,362,623</b>

\* Includes \$3,318,097 for cost and \$270,305 for fee

**Note:** Totals for Mod 79 in the contract summary reflect the current obligation and the adjustments made in Item 1.

**ACCOUNTING & APPROPRIATION DATA**

PR Number	Job Order Number	Program Number	Amount	Status	Task Number
CLIN 03					
RFU.4126	C322701	322-72-01-00-00	\$30,000.00	Complete	3299, 3300
		<b>CLIN 03 TOTAL</b>	<b>\$30,000.00</b>		
		<b>TOTAL CONTRACT MOD</b>	<b>\$30,000.00</b>		

**SEE ITEM ONE FOR CLIN FUNDING ALLOCATION CHANGES**