

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT CODE	PAGE OF PAGES 1 / 7
2. AMENDMENT/MODIFICATION NO. SGS CONTRACTS 388		3. EFFECTIVE DATE see Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED SGS CONTRACTS 06 DEC 15 AM 8:57	
6. ISSUED BY 06 DEC 15 AM 8:57 John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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 Contracting Officer for current Accounting & Appropriation Data					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.)					
<p>The purpose of this modification is to add environmental support service for NASA managed construction projects. The performance period is 15 December 2006 through 30 September 2008. The contract estimated cost and fee is increased by \$191,923 (cost) and \$15,354 (fee) for a total increase of \$207,277.</p> <p>This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding and Section J-1 Statement of Work paragraphs 2.1.3.2 and 3.5.3.3 as shown on the attached pages.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.</p>					
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) VICTORIA G. LOCKARD Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRYCE D. COLLINS Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 15 Dec 06	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 12/15/06
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30--105	STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.245		

<b>ARTICLE B-3 CONTRACT VALUE</b>			
<b>Basic Period Sep 98-30 Sep 03</b>			
The contract value is summarized below:			
<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Available Award Fee*</b>	<b>Contract Value</b>
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
<b>Basic Period Thru 378</b>			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	9,200,000
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
<b>Total FY99-FY00</b>	<b>\$405,606,378</b>	<b>\$23,187,199</b>	<b>428,793,577</b>
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
<b>Total FY01</b>	<b>\$234,439,495</b>	<b>\$13,106,768</b>	<b>247,546,263</b>
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
<b>Total FY02</b>	<b>\$253,921,111</b>	<b>\$14,098,312</b>	<b>268,019,423</b>
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
<b>Total FY03</b>	<b>\$269,792,373</b>	<b>\$15,357,411</b>	<b>285,149,784</b>
<b>TOTAL BASIC PERIOD</b>	<b>\$1,164,872,843</b>	<b>\$65,749,690</b>	<b>1,230,622,533</b>
<b>Option Period 1 Oct 03 - 30 Sept 04</b>			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	22,135,767
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
<b>Total FY04</b>	<b>\$266,211,366</b>	<b>\$15,352,803</b>	<b>281,564,169</b>
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	346,779
<b>TOTAL OPTION 1A PERIOD</b>	<b>\$268,854,488</b>	<b>\$15,564,252</b>	<b>284,418,740</b>

<b>Option Period 1 Oct 04 - 30 Sept 06</b>			
<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Available Award Fee*</b>	<b>Contract Value</b>
Options Thru Mod 378			
<b>OPTION 1B</b>			
(10/01/04-09/30/05)	\$278,485,639	\$17,043,409	295,529,048
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
<b>Mod No.</b>			<b>\$0</b>
<b>Total FY05</b>	<b>\$304,381,584</b>	<b>\$17,043,409</b>	<b>321,424,993</b>
(10/01/05-09/30/06)	\$263,091,758	\$15,547,878	278,639,636
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
<b>Mod No. 388</b>			<b>\$0</b>
<b>Total FY06</b>	<b>\$292,193,412</b>	<b>\$15,547,878</b>	<b>307,741,290</b>
<b>Option 3BB</b>			
10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
<b>Total Option 3BB</b>	<b>\$4,869,032</b>	<b>\$389,523</b>	<b>5,258,555</b>
<b>Option 5BB</b>			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
<b>Total Option 5BB</b>	<b>\$663,123</b>	<b>\$53,049</b>	<b>716,172</b>
<b>TOTAL OPTION 1B Period</b>	<b>\$602,107,151</b>	<b>\$33,033,859</b>	<b>635,141,010</b>
<b>Option Periods 1 Oct 06 - 30 Sep 08</b>			
<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Available Award Fee*</b>	<b>Contract Value</b>
<b>OPTION 1C</b>			
(10/01/06-9/30/07)	\$264,005,963	\$17,270,301	281,276,264
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
<b>Mod No. 388</b>	<b>\$83,429</b>	<b>\$6,674</b>	<b>90,103</b>
<b>Total FY07</b>	<b>\$295,956,662</b>	<b>\$17,276,975</b>	<b>313,233,637</b>
(10/01/07-9/30/08)	\$270,742,582	\$17,696,966	288,439,548
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
<b>Mod No. 388</b>	<b>\$108,494</b>	<b>\$8,680</b>	<b>117,174</b>
<b>Total FY08</b>	<b>\$304,299,913</b>	<b>\$17,705,646</b>	<b>322,005,559</b>

<b>Option Periods 1 Oct 06 - 30 Sep 08 Cont.</b>			
<b>Option 3BC</b>			
10/01/06-09/30/07	\$2,539,810	\$203,185	2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	2,831,326
<b>Total Option 3BC</b>	<b>\$5,161,408</b>	<b>\$412,913</b>	<b>5,574,321</b>
<b>Option 4BB</b>			
10/01/04-09/30/05	\$0	\$0	0
10/01/05-09/30/06	\$0	\$0	0
<b>Total Option 4BB</b>	<b>\$0</b>	<b>\$0</b>	<b>0</b>
<b>Option 4BC</b>			
10/01/06-09/30/07	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
<b>Total Option 4BC</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Option 5BC</b>			
10/01/06-09/30/07	\$332,204	\$26,576	358,780
10/01/07-09/30/08	\$341,511	\$27,321	368,832
<b>Total Option 5BC</b>	<b>\$673,715</b>	<b>\$53,897</b>	<b>727,612</b>
<b>TOTAL OPTION 1C Period</b>	<b>\$606,091,698</b>	<b>\$35,449,431</b>	<b>641,541,129</b>
<b>TOTAL CONTRACT</b>			
<b>VALUE SEP98-SEP08</b>	<b>\$2,641,926,180</b>	<b>\$149,797,232</b>	<b>\$2,791,723,412</b>
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

**ARTICLE B-4 AWARD FEE**

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 385	Total Award Fee For Mod 388	Adjusted Available Award Fee	Earned Award Fee Mod 385	Earned Award Fee Mod 388	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99	03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02	03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03	09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03	03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04	09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04	03/31/05	\$9,788,138		\$9,788,138	\$9,103,283		\$9,103,283	93%Mod 283
14	04/01/05	09/30/05	\$8,964,909		\$8,964,909	\$8,157,926		\$8,157,926	91%Mod325
15	10/01/05	03/31/06	\$9,221,294		\$9,221,294	\$7,561,463		\$7,561,463	82%Mod350
16	04/01/06	09/30/06	\$8,211,188		\$8,211,188				
17	10/01/06	03/31/07	\$8,733,986	\$2,461	\$8,736,447				
18	04/01/07	09/30/07	\$8,766,076	\$4,213	\$8,770,289				
19	10/01/07	03/31/08	\$8,950,467	\$4,340	\$8,954,807				
20	04/01/08	09/30/08	\$8,983,547	\$4,340	\$8,987,887				
<b>GRAND TOTAL</b>			<b>\$162,228,897</b>	<b>\$15,354</b>	<b>\$162,244,251</b>			<b>\$149,797,232</b>	Earned & Available



**2.1.3.1 Construction Management.** The contractor shall provide project and construction management support for all facility projects assigned to the contractor for design, construction management, and/or implementation. The contractor shall implement a construction management approach that provides high-quality construction performance and facilities that meet functional requirements on schedule and within approved funds. The contractor shall ensure that all bid packages contain complete and detailed documentation that fully describes each facility configuration, performance requirement and the intent for the facility construction work, including environmental permitting and construction. The contractor shall track, analyze and report project status, scope, schedule, and cost. The contractor shall address these items monthly and report on variances from agreed upon cost and schedule.

**2.1.3.2 Construction Services.** The contractor shall provide field surveillance and associated inspection services to ensure successful implementation of facility projects per Technical Exhibit 2.1.3-001. The contractor shall provide inspection services, while focusing on safe and environmentally sensitive execution of facility projects. The contractor shall perform daily site visits and witness specified on-site acceptance testing and mandatory inspection points. The contractor shall document non-conformance with drawing, specifications, contract provisions, and safety regulations. The contractor shall prepare and track punch list items to completion. The contractor shall coordinate shop support for outages, system testing, and utility locates.

SOW Language to be added:

The contractor shall provide environmental support to NASA Construction of Facilities (CoF) projects. The contractor shall provide environmental consulting expertise and coordination throughout the CoF process. The contractor shall provide consultant services at the Project concept, NASA Program Operating Plan, Preliminary Engineering Report, Engineering Design and Project Construction phases. The contractor shall provide input to the identification of potential environmental compliance requirements and documentation of requirements necessary to ensure that CoF environmental requirements are adequately scoped. The contractor shall participate at pre-work meetings to ensure that environmental requirements are communicated to CoF contractors. The contractor shall supplement inputs from other environmental subject matter experts from NASA, consulting engineers, and various J-BOSC organizations to support the planning and design engineering phases of CoF projects. This support will also include project field implementation consultation for environmental requirements such as waste management, stormwater pollution prevention plans, etc. and the monitoring of field compliance with KSC/regulatory requirements and best practices.  
(Mod 388)

The contractor shall provide tracking and distribution support for construction contractor shop drawings, material submittals, and other information provided for government review and approval. The contractor shall maintain submittal tracking logs to track the review and approval process. The contractor shall maintain submittal files as official Government records. The contractor shall maintain tracking logs for construction contract change orders and supplemental agreements. The contractor shall track estimated, proposed, evaluated, and negotiated costs.

The contractor shall have construction inspectors on the job site when needed to support significant construction operations, critical inspection points, acceptance tests, and final inspections.

**3.5.3.3 NASA Environmental Program Support.** The contractor shall provide technical support to NASA in the preparation and review of National Environmental Policy Act (NEPA) documentation, wetlands related projects, and threatened and endangered species issues.

The contractor shall provide environmental support to NASA Construction of Facilities (COF) projects. The contractor shall provide environmental consulting expertise and coordination throughout the COF process. The primary tasks include providing consulting services at the Project Concept, Preliminary Engineering Report, Engineering Design and Project Construction phases. The tasks to be performed include: (Mod 374)

1. Providing input to the preparation of National Environmental Policy Act (NEPA) documentation (Environmental Checklist), identifying potential environmental compliance requirements, and document requirements necessary to ensure that COF environmental requirements are adequately scoped in applicable contracts. (Mod 374)

2. Participating at design review and pre-work meetings to ensure that environmental requirements are communicated to A&E and COF contractors. This includes reviewing of designs, providing comments, coordinating between the NASA COF Project Manager and the NASA Environmental Program Branch, and building of pre-work work packages to further communicate environmental requirements. (Mod 374)

3. Tracking the environmental requirements for each project assigned and tracking the transfer of data between the NASA Project Manager and the Environmental Program Branch. (Mod 374)

4. Supplementing inputs from other environmental subject matter experts from NASA, consulting engineers, and various J-BOSC organizations to support the planning and design engineering phases of COF projects and serving as the principle Environmental point of contact for the NASA Project Manager. This support will also include project field implementation consultation for environmental requirements such as waste management, stormwater pollution prevention plans, etc. and the monitoring of field compliance with KSC/regulatory requirements and best practices. (Mod 374) (Mod 388)

#### **4.0 INSTALLATION IMPROVEMENT PROGRAM**

The contractor, based on project tasking, shall track scope, cost, and schedule, requirements for facility projects associated with Article B-12 projects. This shall be accomplished to ensure performance within agreed parameters. The contractor shall address these items monthly and report on variances from agreed upon cost and schedule, including an explanation of the variances.