

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M058	3. EFFECTIVE DATE See Block 16 C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Manager, Los Alamos Site Office 3747 West Jemez Road, Building 1410, TA-3 Los Alamos, NM 87544		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Los Alamos National Security, LLC 4200 West Jemez Road Suite 400 Los Alamos, NM 87544		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25396	
				10B. DATED (SEE ITEM 13) December 21, 2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT 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)

**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: Clause B-2, Contract Type and Value, Paragraph (e), Estimated Cost and Fee for Reimbursable Work
	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 <u>3</u> 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 update this section of the contract to contractually document the fee available for reimbursable work. Therefore, paragraph B-2 (e) is deleted in its entirety and substituted with the revised text as follows:

Continued on Page 2.

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Rueben M. Rafferty, Office Director Prime Contract Management Office Los Alamos National Security, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline T. Crooks Contracting Officer Los Alamos Site Office	
15B. CONTRACTOR/OFFEROR BY <u><i>Rueben M. Rafferty</i></u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>11/6/08</u>	16B. UNITED STATES OF AMERICA BY <u><i>Caroline T. Crooks</i></u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>11/6/08</u>

(e) Estimated Cost and Fee for Reimbursable Work

- (1) The Fixed Fee for FY 2007 and each subsequent fiscal year during the Basic Term of the Contract and for each Award Term period earned by the Contractor, will be established by NNSA prior to the commencement of the applicable fiscal year and will be incorporated into paragraph (e)(2) below. The Fixed Fee for each fiscal year shall be 2.5% of the Estimated Cost of NNSA's total estimated budget for Reimbursable work.
- (2) The Estimated Cost and Fixed Fee related to the Reimbursable work effort for the specified period is:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total Cost Plus Fixed Fee</u>
01Jun06 – 30Sep06	\$ 88,310,784	\$2,207,770	\$ 90,518,554
01Oct06 – 30Sep07	\$295,753,911	\$7,393,098	\$303,117,009
01Oct07 – 30Sep08	\$292,171,316	\$7,304,283	\$299,475,599
01Oct08 – 30Sep09	\$275,434,538	\$6,885,864	\$282,320,402
01Oct09 – 30Sep10			
01Oct10 – 30Sep11			
01Oct11 – 30Sep12			
01Oct12 – 30Sep13			

11/6/08
[Signature]