

2. AMENDMENT/MODIFICATION NO. **M068**
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
Los Alamos, NM 87544**
CODE
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**
CODE FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
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).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority):
X The requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act)

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 purpose of this modification is to add new provisions to Sections B and H to implement the requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act). The work to be performed using funds obligated under this Contract and appropriated under the Recovery Act is subject to special statutory conditions under the Recovery Act. These revisions are being made by mutual agreement of the parties.

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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, Prime Contract Manager Prime Contract Management Office Los Alamos National Security		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline T. Crooks Contracting Officer Los Alamos Site Office	
15B. CONTRACTOR/OFFEROR BY <u>Rm Rafferty</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>18 May 09</u>	16B. UNITED STATES OF AMERICA BY <u>Caroline T. Crooks</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>5/18/09</u>

Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.

The following changes are hereby made to the Contract:

1. Section B-SUPPLIES OR SERVICES AND PRICES/COSTS is hereby amended to incorporate Clause B-3, American Recovery and Reinvestment Act Work Values, into the Contract as follows:

B-3 American Recovery and Reinvestment Act Work Values:

Total Funds authorized including maximum available performance fee, if any, for work funded under the American Recovery and Reinvestment Act (Recovery Act).

<u>Year</u>	<u>Total Funds Authorized</u>
2009	Work Authorization RA-09-001: TBD*
2009	Work Authorization RA-09-002: TBD*
2009	Work Authorization RA-09-003: TBD*

*(*Amount will be identified upon definitization of the Work Authorization)*

The Contractor shall not start work funded under the Recovery Act until the Contractor receives a Work Authorization and funds are placed into the Work Authorization. The contractor is authorized to incur costs not to exceed the amount as stipulated under each Work Authorization, consistent with the other Contract terms and conditions, including the Work Authorization(s). Additional fee, if any, for the performance of work under the Recovery Act shall be determined by NNSA in accordance with Section B-2 and applicable NNSA policy.

2. Section H-SPECIAL CONTRACT REQUIREMENTS is hereby amended to incorporate Clause H-41, Work funded under the American Recovery and Reinvestment Act of 2009 (March 2009), into the Contract as follows:

H-41 Work Funded Under the American Recovery and Reinvestment Act of 2009 (March 2009)

Work performed under this Contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. The Recovery Act gives preference to activities that can be started and completed expeditiously, including a goal of

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using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

To comply with the reporting requirements of Section 1512(c) of the Recovery Act and related Guidance, the Contractor shall segregate all costs associated with Recovery Act actions assigned and authorized under this Contract from those costs associated with all other work authorized under the terms of this Contract.

The Recovery Act funds can be used in conjunction with other funding as necessary to complete projects. However, the Contractor must ensure that the project contains the authorized Treasury Accounting Symbol (TAS) approved by the Contracting Officer to ensure linkage between procurement and financial data. The Contractor should issue separate contracts (if subcontracted) for the Recovery Act project tasks to ensure compliance with the tracking and reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, the Contractor should record the TAS and project number and assign separate tasks codes to ensure that the financial information is not co-mingled and to ensure the records allow a clear and auditable linkage between the projects, procurement and financial data, as prescribed in the Recovery Act.

The Government will develop the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor shall comply with all applicable requirements of the Recovery Act including those Recovery Act requirements contained in a Work Authorization. If the Contractor believes there is any inconsistency between the Recovery Act requirements contained in the Work Authorization and the Contract terms and conditions, the Contractor shall seek guidance from the Contracting Officer. The Contractor shall also advise the Contracting Officer if there are any Contract deliverables or Contract requirements that may need to be updated in order to comply with the Recovery Act.

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

(END OF MODIFICATION)

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