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.
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).

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Funds Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Work Authorization RA-09-001: TBD*</td>
</tr>
<tr>
<td>2009</td>
<td>Work Authorization RA-09-002: TBD*</td>
</tr>
<tr>
<td>2009</td>
<td>Work Authorization RA-09-003; TBD*</td>
</tr>
</tbody>
</table>

   (*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:


   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
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 in not co-mingled and to ensure the records allows 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)