

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0264	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Los Alamos Site Office U.S. Department of Energy NNSA/Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003	7. ADMINISTERED BY (If other than Item 6) NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOS ALAMOS NATIONAL SECURITY, LLC Attn: STEVE K. SHOOK P.O. BOX 1663, MS P222 LOS ALAMOS NM 875450001		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 175252894	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25396	10B. DATED (SEE ITEM 13) 12/21/2005

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 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)

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

CHECK ONE	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) P.L. 95-91 and Other Applicable Laws

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.


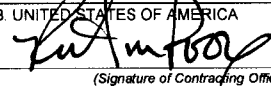
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update and revise Prime Contract Part I The Schedule, Clauses F-2 Period of Performance and H-35 Additional Labor Requirements.

See Page 2.

Period of Performance: 12/21/2005 to 09/30/2018

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 D. Henry Deputy Laboratory Director Contracting	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Poole
15B. CONTRACTOR/ORDEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/21/05
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/16/2014 17 PD

The purpose of this modification is to revise and update the following:

- A. Refer to Part I, The Schedule. The following clauses, incorporated by reference, are updated as follows:

Section F – DELIVERIES OR PERFORMANCE

F2 Period of Performance as follows:

F-2 PERIOD OF PERFORMANCE

- (a) The Contract's period of performance includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
 - (1) a Transition Term (21Dec05 through 31May06);
 - (2) Basic Term (01Jun06 through 30Sep13);
 - (3) 5 Award Terms, earned (01Oct13 through 30Sep18); and
 - (4) Award Terms, if earned (01Oct18 through 30Sep25*).
- (b) The Contract's maximum period of performance, if extended beyond the Basic Term of the Contract, shall not exceed nineteen (19) years, nine (9) months, and eleven (11) days.
*Reduced by one (1) year due to loss of Term, FY2013 Performance Year.
- (c) The Transition Term shall be for the transition activities identified in the Contract Section J Appendix entitled "Contractor's Transition Plan." The Contractor's responsibility for management and operation of the Laboratory against the Statement of Work shall commence with the Basic Term. The Award Term conditions are set forth in the Contract's Section H Clause entitled "Award Term."

Section H - SPECIAL CONTRACT REQUIREMENTS

H-35 Additional Labor Requirements as follows:

H-35 ADDITIONAL LABOR REQUIREMENTS

- (a) The Contractor and the Contracting Officer will develop a procedure whereby NNSA will determine if the Davis Bacon Act is applicable to particular subcontracts. The Contractor shall conduct payroll and job-site audits and conduct investigations of complaints as authorized by NNSA on all Davis Bacon activity, including any subcontracts, as may be necessary to determine compliance with the Davis-Bacon Act. Where violations are found, the Contractor shall report them to the Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe

benefits owed, overtime payments due, and liquidated damages assessed. The Contractor shall furnish a Davis-Bacon Semi-Annual Enforcement Report to NNSA by April 10th and October 10th each year.

- (b) The Contractor shall notify the Contracting Officer of any complaints and significant labor standards violations whether caused by the Contractor or subcontractors. The Contractor shall assist NNSA and or/the Department of Labor in the investigation of any alleged violations or disputes involving Federal labor standards.
- (c) When appropriate the Contractor may perform direct construction using direct hire employees. Requirements for the work are covered by the Davis-Bacon Act as prescribed in Section I of this contract.