

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. **M083**
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** 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**
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**
CODE FACILITY CODE

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: **Department of Energy Organization Act, 42 U.S.C. 7101 et seq. and the National Nuclear Security Administration Act, 50 U.S.C. 2401 et seq., Clause H-19 Modification Authority**
D. OTHER (Specify type of modification and authority):

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 amend Contract Clause B-2, entitled CONTRACT TYPE AND VALUE, to add Subparagraphs (c)(5) and (c)(6).

See 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**
15B. CONTRACTOR/OFFEROR
BY Rm Rafferty
(Signature of person authorized to sign)
15C. DATE SIGNED
15 Sept 09
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Caroline T. Crooks
Contracting Officer
Los Alamos Site Office**
16B. UNITED STATES OF AMERICA
BY Caroline T. Crooks
(Signature of Contracting Officer)
16C. DATE SIGNED
9/16/09

Contract Clause B-2, entitled, CONTRACT TYPE AND VALUE, is amended to add subparagraphs (c)(5) and (c)(6), as follows:

- (c) (5) The Contractor shall review, near the end of every FY Quarter, the relevant Congressional appropriation and funds applied to this Contract for purposes of paragraphs (c)(3) and (d)(4) of this clause. The Contractor shall notify the Contracting Officer in writing within 10 business days following the end of each FY Quarter if the 10% threshold has been reached and adjustment in fee(s) is warranted.
- (i) Upon Contracting Officer review and approval of the Contractor's written notification that the 10% threshold has been reached (plus or minus), the adjustment to fee(s) will be calculated by the Contracting Officer in accordance with the method described in either paragraph (c)(3) or paragraph (d)(4), as appropriate. The resultant calculation will be documented by an appropriate modification to the Contract.
- (ii) If the total funding is expected to continue changing either positively or negatively, the parties may agree to defer calculation of the incremental fee change amount, but not beyond ten (10) business days following the close of the fiscal year. For (c)(3) only, any calculation delayed to the last quarter of the fiscal year may result in modification of the fee in accordance with paragraph (c)(6) below. Once the amount is calculated and the amount fixed in dollars, the parties will negotiate how to apply the change to either the current or future Performance Evaluation Plan(s) (PEP), as appropriate, though the Government retains the right, specified elsewhere in the Contract, to unilaterally modify the PEP, if required.
- (c) (6) For any adjustment of the Maximum Available Fee made per paragraph (c)(3), the parties may mutually agree to defer the adjustment of the Maximum Available Fee, in part, or in whole, to a future year(s) in order to more readily align to the sequence of the funded work, avoid disruption of the indirect rate late in the fiscal year, or any other reason deemed by the parties to be reasonable and in concert with the effective execution of this Contract.

End of Modification

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