

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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2. AMENDMENT/MODIFICATION NO. **138**  
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**  
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).  
**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):

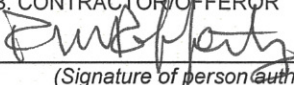

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**The purpose of this modification is to:**

- DELETE Contract Part I, Section H, Clause H-36 (e) entitled PENSION PLANS, Paragraph 9, and RE-NUMBER Paragraph 10 entitled PENSION PLAN TERMINATIONS to Paragraph 9; and,**
- AMEND Contract Part III, Section J, Appendix A, Section IV (d) entitled SHIFT DIFFERENTIAL, and replace with the language on page 2 of this Modification.**

**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) <b>Rueben M. Rafferty, Office Director Prime Contract Management Office Los Alamos National Security, LLC</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Barbara E. Romero Contracting Officer Los Alamos Site Office</b>	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED <b>16 AUG '10</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>8/18/10</b>

**Contract Part III, Section J, Appendix A, Section IV (d) entitled SHIFT DIFFERENTIAL, is amended to replace Section IV (d) (1), (2), and (3) with subparagraphs (1), (2), (3), (4), and (5), as follows:**

(d) Shift Differential.

- (1) An employee who is assigned to an evening shift (normally 4 p.m. – 12 midnight) or a night shift (normally 12 midnight – 8 a.m.) shall receive, in addition to his/her basic hourly rate, or hourly equivalent, a shift premium of 12% for evening shift or 15% for night shift. The shift premium shall be based on the basic hourly rate, or hourly equivalent, for each hour worked during such scheduled shifts. Where a day shift begins early, or ends late, therefore overlapping either night or evening shifts, the applicable shift premium may be paid for hours worked during the shift.
- (2) An employee regularly assigned to work during the sixth or seventh day of the workweek may receive a 5% differential for hours worked on those days, in addition to any applicable shift premiums. This 5% differential is not applicable to sick leave, vacations, or other authorized paid leave.
- (3) Any employee who is assigned to a split shift shall be paid, in addition to his/her basic hourly rate or hourly equivalent, a shift premium for each hour worked during the hours of evening shift and night shift at the rate provided for in this Section, except that if the entire shift is scheduled between the hours of 7 a.m. and 6 p.m., no shift premium shall be paid.
- (4) Any employee who is assigned to a rotating shift shall be paid, in addition to his/her basic hourly rate, or hourly equivalent, a shift premium for each hour worked during the hours of evening and night shifts computed at the rate provided for in this Section.
- (5) The shift differential shall be included in payments for all types of paid leave if the shift assignment is for a period which extends or is expected to extend beyond eight consecutive weeks.

End of Modification