

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. **M104** 3. EFFECTIVE DATE September 21, 2009 4. REQUISITION/PURCHASE REQ. NO. NA27344 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Department of Energy/NNSA SC M&O Contract Support Division P.O. Box 5400 Albuquerque, NM 87185-5400 7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy/NNSA Livermore Site Office M/S L-293 7000 East Avenue Livermore, CA 94550

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code) Lawrence Livermore National Security, LLC Lawrence Livermore National Laboratory M/S L-294 7000 East Avenue Livermore, CA 94550 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-07NA27344 10B. DATED (SEE ITEM 13) May 8, 2007

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 or as amended by one of the following methods: (a) By completing Items 8 and 25, 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) see attached

**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 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 data, 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: **Clause H-19 Modification Authority, Clause I-120 changes, and Mutual Agreement**
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor \_ is not,  is required to sign this document and return 2 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 funding and authorization to American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act) WA #'s GT-100038-20685-09, GT-100038-20685-09 Rev 1, and GT-100038-20685-09 Rev 2 into clause B-9999. 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. All other terms and conditions remain unchanged.  
 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 Rosenkoetter, Director, Prime Contract Management 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronna Promani, Contracting Officer U.S. Department of Energy/NNSA 15B. UNITED STATES OF AMERICA 16B. DATE SIGNED 9/24/09 16C. DATE SIGNED 9/28/09 By (Signature of Contracting Officer)

The following changes are hereby made to the Contract:

**B-9999 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 KB/NS50/9/ARRA-1: \$675,000
2009	Work Authorization KB/NS50/9/ARRA-1 Rev 1: \$75,000
2009	Work Authorization AT/NS50/9/ARRA-1: \$728,000
2009	Work Authorization AT/NS50/9/ARRA-1 Rev 1: \$82,000
2009	Work Authorization 09/CJ000/00/01 Rev 1: \$6,000
2009	Work Authorization KB/NS50/9/ARRA-2: \$1,287,000
2009	Work Authorization 09/CJ000/00/02: \$24,000
2009	Work Authorization GT-100038-20685-09: \$615,000
2009	Work Authorization GT-100038-20685-09 Rev 1: \$555,000
2009	Work Authorization GT-100038-20685-09 Rev 2: \$555,000

The Contractor shall not start work funded under the Recovery Act until the Contractor receives a Work Authorization and funds are placed into the Contract. 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.

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