



**Department of Energy**

Golden Field Office  
1617 Cole Boulevard  
Golden, Colorado 80401-3393

2289  
PAC 11.2

December 12, 2008

**DIRECTOR'S OFFICE**

**DEC 12 2008**

Mr. W.S. Glover  
Deputy Laboratory Director  
And Chief Operating Officer  
National Renewable Energy Laboratory  
1617 Cole Boulevard  
Golden, CO 80401

SUBJECT: CONTRACT NO. DE-AC36-08GO28308 – Modification No. M009

Dear Mr. Glover:

Enclosed is one original of the subject modification, M009, which has been fully executed. This modification incorporates changes to Section B, Section H, Section I, Section J and incorporates by reference deliverables required to be produced during the contract transition. Should you have any questions, please feel free to contact me at (303) 275-4724.

Sincerely,

Steven L. Scott  
Contracting Officer



2. AMENDMENT/MODIFICATION NO. M009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Golden Field Office U.S. Department of Energy 1617 Cole Blvd. Golden, CO 80401	CODE	7. ADMINISTERED BY (If other than Item 6) Golden Field Office U.S. Department of Energy 1617 Cole Blvd. Golden, CO 80401	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Alliance for Sustainable Energy, LLC Denver West Building No. 51 Denver West Parkway, Suite 335 Lakewood, CO 80401	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08GO28308
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 7/29/2008
CODE	FACILITY CODE	

**11. THIS ITEM 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)**

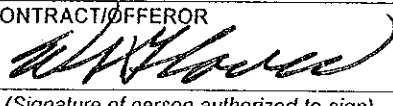
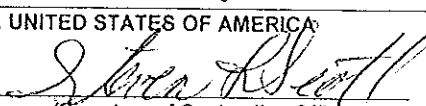
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)**  
This modification M009 adds, deletes or revises the following terms and conditions:

- Section B Paragraph 3 Transition Cost, Estimated Costs and Maximum Available fee is deleted and replaced to include the Fee Base.
- Clause H.25 Special Financial Institution Account Agreement is deleted and replaced to incorporate by reference the Financial Institution Account Agreement.
- Clause I.48 Section (a) is deleted and replaced.
- Clause I.57 Section (b)(2) is deleted and replaced.
- Clause I.76 Section (d) is deleted and replaced.
- Clause I.82 Section (c) is deleted and replaced.
- Clause I.111 Paragraph (b) the first two sentences are deleted and replaced.
- Clause I.125 Section (d)(2) is deleted and replaced.
- Clause I.125 Section (e)(3)(v) is deleted and replaced.
- Clause I.136 is deleted and replaced.
- Clause I.140 Paragraph (c) is deleted and replaced.
- Section J, Attachment F Operating and Administrative Requirements (List B) is deleted and replaced to remove expired CRDs.
- Section J, Attachment O Commercialization Plan is incorporated by reference.
- Section J, Attachment Q Organizational Conflict of Interest Management Plan is incorporated by reference.
- Section J, Attachment R Organizational Conflict of Interest Implementation Plan is incorporated by reference.
- Section J, Attachment S Human Resources Compensation Plan is incorporated by reference.
- Section J, Attachment T Human Resources Workforce Plan is incorporated by reference.
- Section J, Table of contents is revised to add Attachments S and T.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven L. Scott Contracting Officer
15B. CONTRACT/OFFEROR BY  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 12/11/08	16C. DATE SIGNED 12/12/08

This Modification incorporates the following significant changes to contract DE-AC36-08GO28308:

- I. Section B3, Transition Cost, Estimated Costs and Maximum Available Fee is deleted and replaced with the follow:

**B.3 Transition Cost, Estimated Costs and Maximum Available Fee**

- (a) Transition Activities

The Total Estimated Cost for the Transition Term of the contract is:

<u>Transition Term of the Contract</u>	<u>Total Estimated Cost</u>
July 29, 2008 – September 30, 2008	\$1,500,044

- (b) This is a performance-based cost plus award fee contract. There is no base fee for this contract.

- (c) Performance Fees and Other Incentives

- (1) Transition activities shall be performed in accordance with Clause H.24, *Activities During Contract Transition*, on a cost-reimbursement basis. No fee shall be paid for these activities.
- (2) In implementation of Clause I.114, *Total Available Fee: Base Fee Amount and Performance Fee Amount*, the Parties have agreed that the maximum available award fee that may be earned by the Contractor in accordance with the provisions of Section J, Attachment J, *Performance Evaluation and Measurement Plan*, for the performance of the work under this contract commencing October 1, 2008 are as follows:

Total Available Fee – Research and Development Base Period		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$220,000,000	\$5,420,000
October 1, 2009 through September 30, 2010	\$220,000,000	\$5,420,000
October 1, 2010 through September 30, 2011	\$220,000,000	\$5,420,000
October 1, 2011 through September 30, 2012	\$220,000,000	\$5,420,000
October 1, 2012 through September 30, 2013	\$220,000,000	\$5,420,000

Total Available Fee – Construction Management Contracts Base Period		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$80,000,000	\$1,643,188
October 1, 2009 through September 30, 2010	\$24,000,000	\$669,514

Total Available Fee – Research and Development Option Period		
Period	Fee Base	Total Available Fee
October 1, 2013 through September 30, 2014	\$220,000,000	\$5,420,000
October 1, 2014 through September 30, 2015	\$220,000,000	\$5,420,000
October 1, 2015 through September 30, 2016	\$220,000,000	\$5,420,000
October 1, 2016 through September 30, 2017	\$220,000,000	\$5,420,000
October 1, 2017 through September 30, 2018	\$220,000,000	\$5,420,000

- (3) Available fee will not be adjusted at the end of a performance period to reconcile actual costs to initially estimated costs. Fee is subject to adjustment under the provisions of Clause I.149, *Changes*, other contract provisions, or DEAR 970-1504-1-3 (c)(5).

If available fee is adjusted as described above final available fee will be determined by applying the following ratio pro rated for the length of the performance period:

$$\frac{\text{Offeror's Proposed Fee}}{\$5,420,000} = \text{Fee Adjustment Ratio}$$

II. The following changes are made to Section H, Special Contract Requirements:

- A. The Table of Contents is changed to reflect a title change to Clause H.11 from Contractor Acceptance of Notices of Violation or Alleged Violations, Fines And Penalties to Allocation of Responsibility And Liability For Contractor and U.S. Department of Energy (DOE) Environmental Compliance Activities.
- B. Clause H.25 is deleted and replaced with the following:

**H.25 Special Financial Institution Account Agreement**

- (a) DOE shall make arrangements to execute a new Special Financial Institution Account Agreement (which shall be effective through September 30, 2009) with the U.S. Bank and provide said Agreement to the Contractor for its execution. Said Agreement having been executed by DOE, Contractor and U.S. Bank was incorporated by reference through modification M004.
- (b) Contractor agrees to procure, in accordance with DOE requirements, a new Special Financial Institution Account Agreement in sufficient time to have said Agreement in place and effective as of October 1, 2009.

III. The following changes have been made to Section I Contract Clauses:

- a. The Table of Contents is changed as follows: Clause I.30 52.219-26 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) is deleted and replaced with I.30 52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)
- b. Clause I.48 Section (a) is deleted and replaced with:
- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive

material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- c. Clause I.57 Section (b)(2) is deleted and replaced with:
  - (2) This requirement does not apply to the construction material or components listed by the Government as follows: None
  
- d. Clause I.76 Section (d) is deleted and replaced with:
  - (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: See Section J, Attachment I, SUBCONTRACTS, PURCHASE ORDERS AND OTHER ACTIONS REQUIRING DOE REVIEW AND APPROVAL AND OTHER AGREEMENTS BETWEEN THE PARTIES.
  
- e. Clause I.82 Section (c) is deleted and replaced with:
  - (c) Contractors shall submit the above referenced transportation documents to  
  
General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405.
  
- f. Clause I.111 Paragraph (b) The first two sentences are deleted and replaced with:
  - (b) *Contractor-owned records*. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  
- g. Clause I.125 Section (d)(2) is deleted and replaced with:
  - (2) The contractor shall mark each scientific or technical article first produced or composed under this Contract and submitted for journal publication or similar means of dissemination with a notice, similar in all material respects to the following, on the front reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.  
  
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- h. Clause I.125 Section (e)(3)(v) is deleted and replaced with:
  - (v) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3) (iii) and (iv) of this clause. Such action shall be taken when the data are delivered to the Government, published, licensed or deposited for registration as a

published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

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- i. Clause I.136 is deleted and replaced with:

**I.136 970.5231-4 Pre-Existing Conditions (Dec 2000) Alternate I and Alternate II (Dec 2000)**

- (a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before October 1, 2008, in conjunction with the management and operation of National Renewable Energy Laboratory, shall be deemed incurred under Contract No. DE-AC36-99GO10337.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.
- j. Clause I.140, Obligation of Funds (DEC 2000) Paragraph (c) is deleted and replaced with the following:

**I.140 970.5232-4 Obligation of Funds (Dec 2000)**

- (c) Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the 60 day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only 60 days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall

make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.

- IV. Section J, Attachment F OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B) is deleted and replaced as follows to reflect deletions of DOE Directives:

#### SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

##### OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B)

Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H-18 Application of DOE Contractor Requirements Documents and 970.5204-2, Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H-18, are made a part of this Contract by reference and are managed through a formal change control process.

Operating and Administrative Requirements	Applicability
DOE O 110.3A CRD Conference Management Approved: 01/25/07	CRD applicable in whole
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3 CRD Unclassified Foreign Visits and Assignments Program Approved: 06/18/04	CRD applicable in whole
DOE O 151.1C CRD Comprehensive Emergency Management System Approved: 11/02/05	CRD applicable in whole
DOE O 200.1 CRD Information Management Program Approved: 09/30/96	CRD applicable in whole
DOE N 203.1 CRD Software Quality Assurance Approved: 10/02/00	CRD applicable in whole
DOE O 205.1A CRD Department of Energy Cyber Security Management Approved: 12/04/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE N 206.3 CRD Personal Identity Verification Approved: 11/22/05 (DOE N 251.67 extends DOE N 206.3 until 03/22/07)	CRD applicable in part
DOE N 206.5 CRD Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information Approved: 10/09/07	CRD applicable in whole
DOE O 210.2 CRD Corporate Operating Experience Program Approved: 06/12/06	CRD applicable in whole
DOE O 221.1A CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 04/19/08	CRD applicable in whole
DOE O 221.2 CRD Cooperation with the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
DOE O 225.1A CRD Accident Investigations Approved: 11/26/97	CRD applicable in whole
DOE O 226.1A CRD Implementation of Department of Energy Oversight Policy Approved: 07/31/07	CRD applicable in whole
DOE M 231.1-1A CRD Change 2 Environment, Safety and Health Reporting Manual Approved: 03/19/04 Change 2: 06/12/07	CRD applicable in whole
DOE M 231.1-2 CRD Occurrence Reporting and Processing of Operations Information Approved: 08/19/03	CRD applicable in whole
DOE O 241.1A CRD Scientific and Technical Information Management Approved: 04/09/01	CRD applicable in whole
DOE O 243.1 CRD Records Management Program Approved: 02/03/06	CRD applicable in whole
DOE O 243.2 CRD Vital Records Approved: 02/02/06	CRD applicable in whole
DOE O 251.1B CRD Departmental Directives Program Approved: 08/16/06	CRD Applicable in whole



Operating and Administrative Requirements	Applicability
DOE O 350.1 CRD(s) Change 1 Contractor Human Resource Management Programs Approved: 09/30/96 Change 1: 05/08/98	CRD applicable in whole
DOE O 350.2A CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area Approved: 10/29/03	CRD applicable in whole
DOE O 412.1 CRD Work Authorization System Approved: 04/20/99	CRD applicable in whole
DOE O 413.1A CRD Management Control Program Approved: 04/18/02	CRD applicable in whole
DOE O 413.2B CRD Laboratory Directed Research and Development Approved: 04/19/06	CRD applicable in whole
DOE O 413.3A CRD Program and Project Management for the Acquisition of Capital Assets Approved: 07/28/06	CRD applicable in whole
DOE O 414.1C CRD Quality Assurance Approved: 06/17/05	CRD applicable in part
DOE O 430.1B CRD Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 430.2A CRD Departmental Energy and Utilities Management Approved: 04/15/02	CRD applicable in whole
DOE O 442.1A CRD Employee Concerns Program Approved: 06/06/01	CRD applicable in whole
DOE O 450.1 CRD (Change 3) Administrative Change 1 Environmental Protection Program Approved: 01/15/03 Change 3: 01/03/07	CRD applicable in whole
DOE M 450.4-1 CRD Integrated Safety Management System Manual Approved: 11/01/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 470.2B CRD Independent Oversight and Performance Assurance Program Approved: 10/31/02	CRD applicable in whole
DOE M 470.4-1 CRD Change 1 Safeguards and Security Program Planning and Management Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-2 CRD Change 1 Physical Protection Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-3 CRD Change 1 Protective Force Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-4 CRD Information Security Approved: 08/26/05	CRD applicable in part
DOE M 470.4-5 CRD Personnel Security Approved: 08/26/05	CRD applicable in part
DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
DOE O 482.1 CRD DOE Facilities Technology Partnering Programs Approved: 01/12/01	CRD applicable in whole
DOE O 483.1 CRD DOE Cooperative Research and Development Agreements Approved: 01/12/01	CRD applicable in whole
DOE O 484.1 CRD Reimbursable Work for the Department of Homeland Security Approved: 08/17/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole
DOE O 551.1B CRD Official Foreign Travel Approved: 08/19/03	CRD applicable in whole
DOE O 580.1 CRD Department of Energy Personal Property Management Program Approved: 12/07/05	CRD applicable in whole

**Summary of Modifications to Attachment F  
Operating and Administrative Requirements  
Mod 009**

Deleted	DOE N 205.2 CRD Foreign National Access to DOE Cyber Systems Approved: 11/01/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04. DOE N 205.16, dated 09/15/05, extends this directive until 09/30/06	CRD applicable in whole
Deleted	DOE N 205.3 CRD Password Generation, Protection and Use Approved: 11/23/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04. DOE N 205.16, dated 09/15/05, extends this directive until 09/30/06	CRD applicable in part
Deleted	DOE N 205.8 CRD Cyber Security Requirements for Wireless Devices and Information Systems Approved: 02/11/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
Deleted	DOE N 205.9 CRD Certification and Accreditation Process for Information Systems Including National Security Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
Deleted	DOE N 205.10 CRD Cyber Security Requirements for Risk Management Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
Deleted	DOE N 205.11 CRD Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part

- V. Section J, Attachment O Commercialization Plan (as submitted by the Alliance on September 19, 2008) is hereby incorporated into this contract by reference.
- VI. Section J, Attachment Q Organizational Conflict of Interest Management Plan (as submitted by the Alliance on October 31, 2008) is hereby incorporated into this contract by reference.
- VII. Section J, Attachment R Organizational Conflict of Interest Implementation Plan (as submitted by the Alliance on October 31, 2008) is hereby incorporated into this contract by reference.
- VIII. Section J, Attachment S Human Resources Compensation Plan (as submitted by the Alliance on September 22, 2008) is hereby incorporated into this contract by reference.
- IX. Section J, Attachment T Human Resources Workforce Plan (as submitted by the Alliance on September 22, 2008) is hereby incorporated into this contract by reference.
- X. The Section J Table of Contents is revised to add Attachments S and T.
- XI. All other terms and conditions of the contract remain the same.