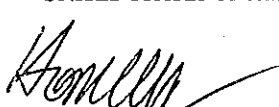


EXCEPTION TO SF 30, APPROVED BY NARS 5/79				
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5
2. AMENDMENT/MODIFICATION NO. 663		3. EFFECTIVE DATE See block 16 c.	4. REQUISITION/PURCHASE REQ. NO. NA27344	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)
U.S. Department of Energy/NNSA SC M&O Contract Support Division P.O. Box 5400 Albuquerque, NM 87185-5400		U.S. Department of Energy/NNSA Livermore Site Office M/S L-293 7000 East Avenue Livermore, CA 94550		CO DE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.	
Lawrence Livermore National Security, LLC Lawrence Livermore National Laboratory M/S L-019 7000 East Avenue Livermore, CA 94550				
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC52-07NA27344	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		May 8, 2007
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:				
X D. OTHER (Specify type of modification and authority) Modification Pursuant to Contract Clause H-15, Performance Incentives				
E. IMPORTANT: Contractor <u>X</u> is not, ___ is required to sign this document and return ___ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incorporate the NNSA's Fee Determining Official's FY 2017 Performance Incentive Fee and Award Term decision into the Contract. The earned FY 2017 Performance Incentive Fee is \$22,812,704. The Contractor is authorized to draw down the difference between the FY 2017 earned Performance Incentive Fee and the FY 2017 cumulative monthly provisional performance incentive fee payments already drawn down. The Contractor also earned Award Term for one additional year, extending the contract performance to September 30, 2022. Clauses B-2 Contract Type and Value, F-2 Period of Performance, H-6 Parent Oversight Plan, and H-8 Utilization of Parent Organization Support are modified to reflect these changes as outlined in the following pages. 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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			Homer Williamson, Contracting Officer U.S. Department of Energy/NNSA	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			By  (Signature of Contracting Officer)	12/21/17
30-105			STANDARD FORM 30	

A. The following changes are hereby incorporated into the Contract:

1. Section B, Clause B-2, *Contract Type and Value*, paragraph (d)(2), (d)(3), and (e)(2) are replaced in entirety to reflect the FY 2017 Award Term Earned as shown below:

(d)(2) The Fixed Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 0.90% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress, divided by 1.03.

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Fixed Fee</u>
01Oct14 – 30Sep15 (Award Term 1)	\$1,125,200,971	\$ 10,126,809
01Oct15 – 30Sep16	\$ 1,136,154,369	\$ 10,225,389
01Oct16 – 30Sep17	\$ 1,203,339,806	\$ 10,830,058
01Oct17 – 30Sep18	\$ 1,349,868,932	\$ 12,148,820
01Oct18 – 30Sep19	\$ *	\$ *
01Oct19 – 30Sep20	\$ *	\$ *
01Oct20 – 30Sep21	\$ *	\$ *
01Oct21 – 30Sep22	\$ *	\$ *

[*To be completed by the Contracting Officer prior to the applicable award term period.]

(d)(3) The Maximum Available Performance Incentive Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 2.1% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress, divided by 1.03.

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Maximum Available Performance Incentive Fee</u>
01Oct14 – 30Sep15 (Award Term 1)	\$1,125,200,971	\$23,629,220
01Oct15 – 30Sep16	\$1,136,154,369	\$23,859,242
01Oct16 – 30Sep17	\$1,203,339,806	\$25,270,136
01Oct17 – 30Sep18	\$1,349,868,932	\$28,347,248
01Oct18 – 30Sep19	\$ *	\$ *
01Oct19 – 30Sep20	\$ *	\$ *
01Oct20 – 30Sep21	\$ *	\$ *
01Oct21 – 30Sep22	\$ *	\$ *

[*To be completed by the Contracting Officer prior to the applicable award term period.]

(e)(2) The maximum available fee for each fiscal year shall be 2.5% of the estimated cost of NNSA's total estimated budget for reimbursable work. The estimated cost and maximum available fee related to the reimbursable work effort for the specified period is:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Maximum Available Fee</u>	<u>Estimated Cost + Max Available Fee</u>
01Oct07 – 30Sep08	\$ 328,000,000	\$ 8,200,000	\$ 336,200,000
01Oct08 – 30Sep09	\$ 332,000,000	\$ 8,300,000	\$ 340,300,000
01Oct09 – 30Sep10	\$ 290,000,000	\$ 7,250,000	\$ 297,250,000
01Oct10 – 30Sep11	\$ 318,000,000	\$ 7,950,000	\$ 325,950,000
01Oct11 – 30Sep12	\$ 320,000,000	\$ 8,000,000	\$ 328,000,000

01Oct12 – 30Sep13	\$ 319,000,000	\$ 7,975,000	\$ 326,975,000
01Oct13 – 30Sep14	\$ 260,000,000	\$ 6,500,000	\$ 266,500,000
01Oct14 – 30Sep15	\$ 260,000,000	\$ 6,500,000	\$ 266,500,000
01Oct15 – 30Sep16	\$ 251,000,000	\$ 6,275,000	\$ 257,275,000
01Oct16 – 30Sep17	\$ 263,480,000	\$ 6,587,000	\$ 270,067,000
01Oct17 – 30Sep18	\$ 248,360,000	\$ 6,209,000	\$ 254,569,000
01Oct18 – 30Sep19			
01Oct19 – 30Sep20			
01Oct20 – 30Sep21			
01Oct21 – 30Sep22			

2. Section F, Clause F-2, *Period of Performance*, paragraphs (a) and (b) are replaced in entirety to reflect the FY 2017 Award Term Earned as shown below:

(a) The Contract's period of performance includes the following unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:

(1) Transition Term: 09May07 through 30Sep07;

(2) Basic Term: 01Oct07 through 30Sep14

FY2009 Earned Award Term: 01Oct14 through 30Sep15;

FY2010 Earned Award Term: 01Oct15 through 30Sep16;

FY2011 Earned Award Term: 01Oct16 through 30Sep17;

FY2012 Earned Award Term: 01Oct17 through 30Sep18;

FY2014 Earned Award Term: 01Oct18 through 30Sep19;

FY2015 Earned Award Term: 01Oct19 through 30Sep20;

FY2016 Earned Award Term: 01Oct20 through 30Sep21;

FY2017 Earned Award Term: 01Oct21 through 30Sep22

(3) Forfeited Award Term: FY2013 Forfeited Award Term

(4) Earned Award Term: If all additional one-year Award Term periods were earned, the Contract would be extended through 30Sept26.

(b) The period of performance of this contract will expire on September 30, 2022 unless modified for each earned Award Term. For each earned or forfeited Award Term period(s), the Contract will be modified consistent with Clause H-14, *Award Term*, and the period of performance will be adjusted.

3. Section H, Clause H-6, *Parent Oversight Plan*, paragraph (c) and (d) are replaced in entirety to reflect the FY 2017 Award Term Earned as shown below:

(c) The annual estimated cost for the Parent Oversight Plan is detailed below by contract period. Costs associated with subsequent annual Plan updates for the remainder of the Contract term will be incorporated into this clause via supplemental agreement modification. Costs shall only include: the actual direct labor costs of the persons performing such services; a percentage factor of direct labor costs to cover fringe benefits and payroll taxes; travel; and other direct costs. Any fee or other indirect costs such as allocation for overhead, G&A, and Cost of Money will not be reimbursed. The Contractor shall charge to the account of the Government using the special financial institution account as provided in the Contract's Section I Clause entitled "Payments and Advances," or as otherwise directed by the Contracting Officer.

Contract Period	Cost Estimate	Mod #
10/01/2007-09/30/2008	\$4,177,243	M-003
10/01/2008-09/30/2009	\$3,712,955	M-053
10/01/2009-09/30/2010	\$2,344,137	M-107
10/01/2010-09/30/2011	\$2,285,990	164
10/01/2011-09/30/2012	\$2,283,058	232
10/01/2012-09/30/2013	\$2,332,209	300
10/01/2013-09/30/2014	\$2,277,751	388
10/01/2014-09/30/2015	\$2,047,131	473
10/01/2015-09/30/2016	\$2,003,806	555
10/01/2016-09/30/2017	\$1,912,558	619
10/10/2017-09/30/2018	\$1,953,463	660
10/01/2018-09/30/2019		
10/01/2019-09/30/2020		
10/01/2020-09/30/2021		
10/01/2021-09/30/2022		

- (d) The Contractor shall provide periodic reports of Parent Oversight activities and costs incurred as required by the Contracting Officer.

Contract Period	Actual Costs	Mod #
10/01/2007-09/30/2008	\$2,063,577	164
10/01/2008-09/30/2009	\$1,915,649.36	513
10/01/2009-09/30/2010	\$1,514,809.56	513
10/01/2010-09/30/2011	\$1,613,780.66	513
10/01/2011-09/30/2012	\$1,872,615.91	513
10/01/2012-09/30/2013	\$1,715,412.09	513
10/01/2013-09/30/2014	\$1,298,617.39	513
10/01/2014-09/30/2015	\$1,389,360.74	580
10/01/2015-09/30/2016	\$1,442,238.43	645
10/01/2016-09/30/2017	\$1,345,312.00	660
10/01/2017-09/30/2018		
10/01/2018-09/30/2019		
10/01/2019-09/30/2020		
10/01/2020-09/30/2021		
10/01/2021-09/30/2022		

4. Section H, Clause H-8, *Utilization of Parent Organization Support*, paragraph (b)(1) is replaced in its entirety to reflect the FY 2017 Award Term Earned as shown below:

(b) Parent Organization Experts

- (1) The utilization of Parent Organization experts, which are defined herein as employees of Parent Organizations, for the purpose of achieving improvement in management and performance either to resolve deficiencies identified through Parent Organization oversight or in accordance with the Section H clause entitled "Contractor Multi-Year Strategy For Performance Improvement" are allowable costs subject to the conditions contained herein. Such Parent Organization experts' services are not considered a "Subcontract" as contemplated by the Contract's Section I Clause entitled "DEAR 970.5244-1 Contractor Purchasing System." The total estimated cost for Parent Organization experts' services is to be determined by the Contracting Officer during the Transition Period, and annually thereafter, and added via supplemental agreement contract modification.

Contract Period	Estimated Cost	Actual Cost	Mod #
10/01/2007-09/30/2008	\$925,000	\$724,863.00	M-107
10/01/2008-09/30/2009	\$2,000,000	\$1,824,512.47	513
10/01/2009-09/30/2010	\$4,000,000	\$ 224,859.19	513
10/01/2010-09/30/2011	\$1,250,000	\$ 613,086.77	513
10/01/2011-09/30/2012	\$500,000	\$236,406.80	513
10/01/2012-09/30/2013	\$500,000	\$326,360.55	513
10/01/2013-09/30/2014	\$500,000	\$161,934.51	513
10/01/2014-09/30/2015	\$500,000	\$351,280.82	569
10/01/2015-09/30/2016	\$500,000	\$382,482.47	645
10/01/2016-09/30/2017	\$500,000	\$130,320.85	660
10/01/2017-09/30/2018	\$500,000		652
10/01/2018-09/30/2019			
10/01/2019-09/30/2020			
10/01/2020-09/30/2021			
10/01/2021-09/30/2022			

B. All other terms and conditions remain unchanged.