

EXCEPTION TO SF 30, APPROVED BY NARS 5/79			
<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 770	3. EFFECTIVE DATE See block 16 c.	4. REQUISITION/PURCHASE REQ. NO. NA27344	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	CO DE
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	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
Laurence Livermore National Security, LLC Laurence Livermore National Laboratory M/S L-019 7000 East Avenue Livermore, CA 94550			
		9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 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).			
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Clause H-19 Modification Authority, Clause I-120 Changes, and Mutual Agreement</b>			
D. OTHER (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.			
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) Joseph E. (Trey) Johnston, Director, PCMO Lawrence Livermore National Security, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vincent Chua, 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)	

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

1. Part I, Section F, Clause F-2, *Period of Performance*, paragraphs (a) and (b) are replaced in entirety to reflect the FY 2020 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;

FY2018 Earned Award Term: 01Oct22 through 30Sep23;

FY2019 Earned Award Term: 01Oct23 through 30Sep24;

FY2020 Earned Award Term: 01Oct24 through 30Sep25

(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, 2025 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.

2. Part I, Section H, Clause H-6, *Parent Oversight Plan*, paragraph (c) and (d) are replaced in entirety to reflect the FY 2020 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.

<b>Contract Period</b>	<b>Cost Estimate</b>	<b>Mod #</b>
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	\$1,882,498	684
10/01/2019-09/30/2020	\$1,868,591	720
10/01/2020-09/30/2021	\$1,821,944	770
10/01/2021-09/30/2022		
10/01/2022-09/30/2023		
10/01/2023-09/30/2024		
10/01/2024-09/30/2025		

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

<b>Contract Period</b>	<b>Actual Costs</b>	<b>Mod #</b>
10/01/2007-09/30/2008	\$2,063,577.00	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	\$1,308,074.00	689
10/01/2018-09/30/2019	\$1,310,580.00	720
10/01/2019-09/30/2020	\$1,046,835.20	770
10/01/2020-09/30/2021		
10/01/2021-09/30/2022		
10/01/2022-09/30/2023		
10/01/2023-09/30/2024		
10/01/2024-09/30/2025		

3. Part I, Section H, Clause H-8, *Utilization of Parent Organization Support*, paragraph (b)(1) is replaced in its entirety to reflect the FY 2020 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.

<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>	<b>Mod #</b>
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	\$ 75,363.27	689
10/01/2018-09/30/2019	\$375,000	\$100,668.81	720
10/01/2019-09/30/2020	\$375,000	\$156,130.80	709
10/01/2020-09/30/2021	\$850,000		770
10/01/2021-09/30/2022			
10/01/2022-09/30/2023			
10/01/2023-09/30/2024			
10/01/2024-09/30/2025			

4. Part III, Section J, Appendix A, Personnel, Section IV, Ancillary Pay Components is revised to update paragraph (h) to (m).

(h) Inconvenience Pay - Site 300

(1) Provides a \$5/day, non-base inconvenience pay allowance for eligible employees working at Site 300 in accordance with applicable guidance in accordance with the Compensation Processes and Procedures document, section 14.9

(i) Certified and Senior Certified Fissile Handler & Plutonium Facility Operator

(1) Provides \$400/\$650 per month, non-base pay allowance for eligible certified employees in accordance with applicable guidance in the Compensation Processes and Procedures document, section 14.5.

(j) B332 Plutonium Facility (Superblock) Pay Supplement

(1) Provides a \$10/day, non-base pay supplement for eligible employees working at Site 332 Plutonium Facility in accordance with applicable guidance in the Compensation Processes and Procedures document, section 14.7.

(k) Radioactive & Hazardous Waste Management (RHWM) Certified Technician Allowance

(1) Provides \$400 per month, non-base pay allowance for eligible certified employees in accordance with applicable guidance in the Compensation Processes and Procedures document, section 14.8.

(l) Chem Agent Allowance

(1) Provides \$500 per month, non-base pay allowance for eligible certified employees in accordance with applicable guidance in the Compensation Processes and Procedures document, section 14.6.

(m) Reserved for Future Request(s) – If used this requirement must be approved by the Contracting Officer prior to implementing.

5. Part III, Section J, Appendix D, Key Personnel, removed Mr. Eric McKinzie, Principal Associate Director, Operations and Business and replaced him with Cynthia L. Rivera. Removed Ananthan Krishnan, Associate Director, Engineering and replaced him with Anup Singh Ph.D.
6. Part III, Section J, Appendix F, incorporated the FY 2021 Performance Evaluation and Measurement Plan.
7. Part III, Section J, Appendix G, List of Applicable Directives is revised as follows:

A table summarizing the changes can be found below. Supporting information is attached.

<b>DOE Directive</b>	<b>Change</b>
NNSA SD 251.1B Directives Management dated 10/26/2020	Updated
DOE M 435.1-1 Chg 3 (LtdChg) Radioactive Waste Management Manual dated Chg 3 (LtdChg) 1/11/2021	Updated
DOE O 435.1 Chg 2 (AdminChg) Radioactive Waste Management dated 1/11/2021	Updated
DOE O 437.1 Bridge and Tunnel Management dated 12/11/2020	Added
DOE STD 1210-2012 Incidents of Security Concern dated 09/2012	Added

8. Part III, Section J, Appendix J, Parent Oversight Plan has been updated to add FY20 and FY21 Plan by reference.

B. All other terms and conditions remain unchanged and in full force and effect.