

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. **180**  
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  
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**  
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**

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 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:  
P. L. 95-91 and Other Applicable Laws
- 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.)

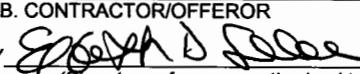
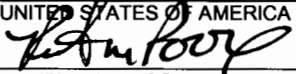
The purpose of this modification is to modify Section B, Clause B-2, paragraphs (c)(1), (c)(2), and (e)(2), and Section F, Clause F-2(a), in the contract to:

Recognize the FY 2011 award of fixed fee in the amount of \$33,585,051, performance-based fee in the amount of \$50,140,626.04, to document the fee available for reimbursable work, and to recognize a one-year award term extension for the period October 1, 2016 through September 30, 2017.

As a result of this modification, Section B, Clause B-2, paragraphs (c)(1), (c)(2), and (e)(2), and Section F, Clause F-2(a), are deleted in their entirety and replaced as follows:

(Continued on 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>Elizabeth Sellers Deputy Laboratory Director Los Alamos National Security, LLC</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Robert M. Poole Contracting Officer Los Alamos Site Office</b>	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED <b>12/21/11</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>12/20/2011</b>

**Section B, Clause B-2, Contract Type and Value, paragraphs (c)(1) and (c)(2), are hereby revised and replaced as follows:**

- (c) Total Estimated Cost, including Fee, for the Contract’s Basic Term related to the DOE/NNSA work effort, excluding Reimbursable work.
  - (1) The Total Estimated Cost, including fee, for the DOE/NNSA work effort, excluding Reimbursable work, for the Basic Term of the Contract is:

<u>Basic Term of the Contract</u>	<u>Total Estimated Cost and Fee</u>
01Jun06 – 30Sep06	\$ 610,730,667
01Oct06 – 30Sep07	\$1,817,120,982
01Oct07 – 30Sep08	\$1,822,433,640
01Oct08 – 30Sep09	*\$1,832,192,000
01Oct09 – 30Sep10	\$1,832,192,000
01Oct10 – 30Sep11	** \$1,832,192,000
01Oct11 – 30Sep12	** \$1,832,192,000
01Oct12 – 30Sep13	\$1,832,192,000

\* Note: In FY2009, the total Congressional Appropriation was \$2,223,805,465. This exceeded the Total Estimated Cost and Fee by more than 10%. As a result the Maximum Available Fee increased in FY2009 by \$16,062,855. This amount was bilaterally agreed to be applied in FY2010 and FY2011 respectively.

\*\* Note: In FY2011, the total Congressional Appropriation was \$2,242,783,930. This exceeded the Total Estimated Cost and Fee by more than 10%. As a result the Maximum Available Fee increased in FY2011 by \$15,395,584. It was bilaterally agreed to apply \$13,000,000 to FY2011 per Contract Modification #173 and to add the remaining \$2,395,584 to the FY2012 Maximum Available Fee pool.

(2) The Maximum Available Fee related to the DOE/NNSA work effort, excluding Reimbursable work, for the Basic Term of the Contract is:

Contract Period	Maximum Available Fee			Earned Fee		
	Fixed Fee	At Risk Fee	Total Fee	Fixed Fee	At Risk Fee	Total Fee Earned *
01Jun06 – 30Sep06			\$17,788,272			\$17,788,272
01Oct06 – 30Sep07	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,004	\$36,224,982	\$58,208,986
01Oct07 – 30Sep08	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,000	\$41,537,640	\$63,521,640
01Oct08 – 30Sep09	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,000	\$43,263,531	\$65,247,531
01Oct09 – 30Sep10	\$23,329,285	\$54,435,000	**\$77,764,285	\$23,329,285	\$44,262,497	\$67,591,782
01Oct10 – 30Sep11	\$26,009,570	\$60,688,999	**\$86,698,569	\$26,009,570	\$50,140,626	\$76,150,196
01Oct11 – 30Sep12	\$19,954,675	\$46,560,909	***\$66,515,584			
01Oct12 – 30Sep13			\$59,540,000			

\*Note: This amount is the sum of the original FY 10 fee (\$68,700,000), plus \$9,064,285 due to increase in Total Estimated Cost and Fee during FY 09.

\*\*Note: This amount is the sum of the original FY 11 fee (\$68,700,000), plus \$6,998,570 due to increase in Total Estimated Cost and Fee during FY 09. Also note that the MAF was bilaterally reduced by \$2,000,000, for a future project resulting in \$73,698,570 MAF at the beginning of FY11. Contract Modification #173 added \$13,000,000 to the MAF due to an increase in Total Estimated Cost and Fee during FY11. It was bilaterally agreed that any additional FY11 fee adjustment (\$2,395,584) would be applied to the FY12 MAF in a future modification.

\*\*\*Note: This amount is the sum of the original FY12 Fee (\$64,120,000), plus \$2,395,584, the final FY11 incremental fee greater than \$13,000,000, resulting in \$66,515,584 of Total Fee for FY2012.

**Section B, Clause B-2, Contract Type and Value, paragraph (e) (2), is hereby revised and replaced as follows:**

(e) Estimated Cost and Fee for Reimbursable Work.

(2) The Estimated Cost and Fixed Fee related to the Reimbursable work effort for the specified period is:

Contract Period	Estimated Cost	Total Cost Plus	
		Fixed Fee	Fixed Fee
01Jun06 – 30Sep06	\$ 88,310,784	\$2,207,770	\$90,518,554
01Oct06 – 30Sep07	\$295,753,911	\$7,393,098	\$303,117,009
01Oct07 – 30Sep08	\$292,171,316	\$7,304,283	\$299,475,599
01Oct08 – 30Sep09	\$275,434,538	\$6,885,864	\$282,320,402
01Oct09 – 30Sep10	\$263,682,551	\$6,592,064	\$270,274,615
01Oct10 – 30Sep11	\$303,019,246	\$7,575,481	\$310,594,727
01Oct11 – 30Sep12	\$319,796,393	\$7,994,910	\$327,791,303
01Oct12 – 30Sep13			

**Section F, Clause F-2, Period of Performance, (a), is hereby revised and replaced in its entirety as follows:**

**F-2 PERIOD OF PERFORMANCE**

- (a) The Contract's period of performance includes, unless sooner reduced, terminated, or extended, in accordance with the provisions of this Contract:
- (1) a Transition Term (01Dec05 through 31May06);
  - (2) a Basic Term (01Jun06 through 30Sep13);
  - (3) 4 Award Terms earned (01Oct13 through 30Sep17); and
  - (4) Award Terms, if earned (01Oct17 through 30Sep26).

**End of Modification**