

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE <b>1</b> OF <b>5</b> PAGES
2. AMENDMENT/MODIFICATION NO. <b>203</b>		3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) <b>Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354</b>		7. ADMINISTERED BY (If other than Item 6) CODE	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9A. AMENDMENT OF SOLICITATION NO.		10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-01RV14136</b>	
9A. AMENDMENT OF SOLICITATION NO.		10B. DATED (SEE ITEM 13) <b>December 11, 2000</b>	
CODE <b>396A5</b>	FACILITY CODE <b>153392068</b>		
<b>11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.</b>			
CHECK ONE	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.		
<input type="checkbox"/>			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).		
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Clause I.82, "FAR 52.243-2, Changes -- Cost-Reimbursement (Aug 1987) -- Alternate III (Apr 1984)" Clause B.2, "Obligation and Availability of Funds," and Clause I.66 "Limitation of Funds" (Apr 1984)		
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)		
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to the issuing office.</b>			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			
See following page(s)			
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) <b>Scott S. Crawford Contracts Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Ashley T. Morris Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>ORIGINAL SIGNED BY</b>	15C. DATE SIGNED <b>2/13/11</b>	16B. UNITED STATES OF AMERICA BY <b>ORIGINAL SIGNED BY</b>	16C. DATE SIGNED <b>3 Feb 2011</b>
<small>(Signature of Contractor/Offeror)</small>		<small>(Signature of Contracting Officer)</small>	

**Purpose of Modification:**

The purpose of this modification is to update Section B, *Supplies or Services and Prices/Costs*. This modification definitizes Requests for Equitable Adjustment (REA) REA 2010-008, *Efforts to Establish Fire Protection Equivalency Under DOE-STD-1066, Section 14* and 2010-015, *Low-Activity Waste Facility, Balance of Facilities, and Laboratory (LBL) Early Turnover by 2015 Study and Proposal*.

**Description of Modification:**

1. The table in Section B, *Supplies or Services and Prices/Costs*, Contract Section B.2 *Obligation and Availability of Funds and Contract Value*, paragraph (c) is deleted in its entirety and replaced with the following table, which revises the TECC, Fee, and TECP.
  - a. Increase the TECC from \$10,467,286,089 to \$10,471,013,868, an increase of \$3,682,779;
    - i. \$2,977,548 for REA 2010-008; and
    - ii. \$750,231 for REA 2010-015;
  - b. Increase the REA Settlement from \$9,665 to \$54,666 an increase of \$45,001; and
  - c. Increase the TECP from \$11,087,295,754 to \$11,091,068,534, an increase of \$3,727,780.

**Cost:**

<b>Total Estimated Contract Cost (TECC)</b>	<b>\$ 10,471,013,868.00</b>
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**Fee:**

A	Final Fee Determination - Pre-Mod No. A143	\$	102,622,325
B	Maximum Available Award Fee (See Table B-2-B-1)	\$	139,432,341
B.1	Project Management Incentive	\$	44,377,675
B.2	Cost Incentive	\$	95,000,000
B.3	<b>REA Settlement</b>	<b>\$</b>	<b>54,666</b>
C	Schedule Incentive Fee	\$	227,000,000
C.1	Activity Milestone Completion	\$	173,000,000
C.2	Facility Milestone Completion	\$	54,000,000
D	Operational Incentive Fee	\$	91,000,000
D.1	Cold Commissioning	\$	45,000,000
D.2	Hot Commissioning	\$	46,000,000
E	Enhancement Incentive Fee	\$	60,000,000
E.1	Enhanced Plant Capacity	\$	15,000,000
E.2	Sodium Reduction	\$	15,000,000
E.3	Enhanced Plant Turnover	\$	15,000,000
E.4	Sustained Production Achievement	\$	15,000,000
<b>Total Maximum Available Fee (203)</b>			<b>\$ 620,054,666</b>
<b>Total Estimated Contract Price (TECP)</b>			<b>\$ 11,091,068,534.00</b>

2. Update Section B as noted in the below table to reflect the addition of Post A143 Fee for REA 2010-015.

a. Delete and replace in its entirety Attachment B-1 Incentive Fee Summary Table:

**Table B-1 - WTP Incentive Fee Structure**

<u>Description</u>	<u>Reference</u>	<u>Amount</u>
<b>A Final Fee Determination Prior to Modification No. A143</b>	Attachment B-2-A	<b><u>\$102,622,325</u></b>
<b>B Maximum Available Award Fee:</b>		
B.1 Project Management Incentive	Attachment B-2-B	\$44,377,675
B.2 Cost Incentive	Attachment B-2-B	<u>\$95,000,000</u>
*See Table B-2-B-1		
<b>B.3 REA Settlement Fee</b>	Attachment B-3	<b><u>\$54,666</u></b>
<b>Total Award Fee</b>		<b><u>\$139,432,341</u></b>
<b>C Schedule Incentive Fee:</b>		
C.1.X Activity Milestone Completion:	Attachment B-2-C	\$173,000,000
C.2 Facility Milestones Completion:		
C.2.1 LAB Construction Substantially Complete	Attachment B-2-C	\$4,000,000
C.2.2 LAW Construction Substantially Complete	Attachment B-2-C	\$4,000,000
C.2.3 LBL Start Cold Commissioning (SCC)	Attachment B-2-C	\$4,000,000
C.2.4 LBL Complete Hot Commissioning (CHC)	Attachment B-2-C	\$4,000,000
C.2.5 HLW Start Cold Commissioning	Attachment B-2-C	\$9,500,000
C.2.6 PT Start Cold Commissioning	Attachment B-2-C	\$9,500,000
C.2.7 HLW Complete Hot Commissioning	Attachment B-2-C	\$9,500,000
C.2.8 PT Complete Hot Commissioning	Attachment B-2-C	\$9,500,000
Total - Facility Schedule Incentive		<u>\$54,000,000</u>
<b>Total Schedule Incentive Fee</b>		<b><u>\$227,000,000</u></b>
<b>D Operational Incentive Fee:</b>		
D.1 Cold Commissioning:		
D.1.1 PT High Level Waste	Attachment B-2-D	\$10,000,000
D.1.2 PT Low Level Waste	Attachment B-2-D	\$10,000,000
D.1.3 HLW Vitrification	Attachment B-2-D	\$13,000,000
D.1.4 LAW Vitrification	Attachment B-2-D	<u>\$12,000,000</u>
Subtotal-Cold Commissioning		<u>\$45,000,000</u>
D.2 Hot Commissioning:		
D.2.1 PT High Level Waste	Attachment B-2-D	\$10,000,000
D.2.2 PT Low Level Waste	Attachment B-2-D	\$10,000,000
D.2.3 HLW Vitrification	Attachment B-2-D	\$13,000,000
D.2.4 LAW Vitrification	Attachment B-2-D	<u>\$13,000,000</u>
Subtotal-Hot Commissioning		<u>\$46,000,000</u>
<b>Total Operational Incentive Fee</b>		<b><u>\$91,000,000</u></b>
<b>E Enhancement Incentive Fee:</b>		
E.1 Enhanced Plant Capacity	Attachment B-2-E	\$15,000,000
E.2 Sodium Reduction	Attachment B-2-E	\$15,000,000
E.3 Enhanced Plant Turnover	Attachment B-2-E	\$15,000,000
E.4 Sustained Production Achievement	Attachment B-2-E	<u>\$15,000,000</u>
<b>Total Enhancement Incentive Fee</b>		<b><u>\$60,000,000</u></b>
<b>TOTAL MAXIMUM AVAILABLE FEE (A+B+C+D+E)*</b>		<b><u>\$620,054,666</u></b>

\*Net remaining Available Fee as of A203 is \$612,445,128 (A203)

b. Delete and replace in its entirety Attachment B-3 – REA SETTLEMENT FEE as follows:

ATTACHMENT B-3 – REA SETTLEMENT FEE

The following Table reflects settlement of fee-bearing Requests for Equitable Adjustment (REA).

**Table B-3-A. Fixed Fee**

REA Number	REA Title	Contract Modification #	Fee Amount
2010-11	E-Verify	200	\$9,665
2010-015	LBL 2015	203	\$45,001
		<b>Total</b>	<b>\$54,666</b>

For REA settlements in which costs have been fully incurred, BNI is authorized to invoice for the entire fee amount upon receipt of a fully executed contract modification.

3. No additional funds are currently being allotted to this contract for the REA 2010-008 and the REA 2010-015. Work associated with the REA will be performed within the amount of funds which have been allotted to the contract in accordance with I.66 – FAR 52.232-22 *Limitation of Funds (APR 1984)*.

**4. Contractor’s Statement of Release:**

In consideration of the Modification, 203, agreed to herein as complete equitable adjustment for the Contractor’s Requests for Equitable Adjustment (REA) 2010-008, *Efforts to Establish Fire Protection Equivalency Under DOE-STD-1066, Section 14* and REA 2010-015, *Low-Activity Waste Facility, Balance of Facilities, and Laboratory (LBL) Early Turnover by 2015 Study and Proposal*, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in the modification; except the Contractor does not waive any claim it may have for (i) potential schedule impacts resulting from this REA, or (ii) the potential cumulative impacts to schedule and/or the total estimated contract cost (TECC) resulting from this and other REAs, wherein cumulative schedule and/or TECC impacts were not resolved (negotiated); provided that the Contractor shall not be entitled to additional fee for such impacts.

Reopener Clause: This modification is subject to reopening pending completion of the Defense Contract Audit Agency (DCAA) audit of REA 2010-008. At the time of REA definitization, DCAA audit of the said REA has not been completed. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of subsequent audit report and resolution of audit findings. Should there be no agreement on the amount of

the price adjustment, then the Contracting Officer may make a unilateral determination and modify the Contract accordingly. The amount negotiated above for REA 2010-008 is subject only to downward adjustment based on DCAA's audit of the Contractor's proposal.

5. **All other terms and conditions remain unchanged.**

**(End of Modification)**