

2. AMENDMENT/MODIFICATION NO. A043	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY U.S. Department of Energy Strategic Petroleum Reserve Project Management Office 900 Commerce Road, East New Orleans, LA 70123	7. ADMINISTERED BY (If other than Item 6) CODE
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) DynMcDermott Petroleum Operations Company 850 So. Clearview Parkway New Orleans, LA 70123	(U)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		X DE-AC96-03PO92207
		10B. DATED (SEE ITEM 13)
		X January 28, 2003

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 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)
N/A

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

(U)	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, appropriating 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: Clauses B.5 – Contract Value, H.8 – Work Authorization System, I.93 – Total Available Fee, I.113 – Payments and Advances, and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)



E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. Reference Section B, B.5 CONTRACT VALUE:
The contract value (Base Period) is revised to incorporate the following:
Fiscal Year (FY) 2006 Annual Operating Plan; to reconcile FY 2005 actual costs with Management Analysis Reporting System (MARS) actual costs in the Contract Data Report, and to reconcile FY 2005 Performance Fee to reflect actual fee earned.
(Revised Section B, Page B.3 attached.)

As a result, the Total Contract Value (Base Period) is decreased by \$2,030,857 from \$596,861,242 to \$594,830,385.

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) Michael R. Vermeulen, Director, Business Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Joyce B. Francois, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
 BY _____ (Signature of person authorized to sign)	 BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED 12/20/2005	16C. DATE SIGNED 12/20/2005

NAME OF OFFEROR/CONTRACTOR **DYNMCDERMOTT PETROLEUM OPERATIONS COMPANY**

Block 14 Continued

B. Reference Section H., Clause H.26 Electronic Subcontract Reporting System:

In accordance with DOE Acquisition Letter 2006-01, Section H is modified to incorporate a new clause entitled "Electronic Subcontract Reporting System". This clause replaces the requirement regarding the method for submission of SF 294 and SF 295 reports as stipulated in Contract Clause I.15 – FAR 52.219-9.

B.3 OBLIGATION OF FUNDS

The amount of funds obligated under this contract, in accordance with the Contract Clause entitled “Obligation of Funds”, is \$380,940,656.

B.4 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligation of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the Department of Energy may legally spend for such purposes.

B.5 CONTRACT VALUE

The contract value consisting of the estimated costs and negotiated fee by fiscal year (base plus option) is set forth below:

Fiscal Year	Estimated Costs	Performance Fee	Multi-Year Cost Reduction Fee	FY TOTAL
Transition Period 2/1/03 – 3/31/03	\$0	\$0	\$0	¹ \$0
FY 2003 (6 mos.)	\$88,436,173	\$2,742,307	\$1,000,000	*\$92,178,480
FY 2004	\$107,658,267	\$4,827,176	\$2,000,000	*\$114,485,443
FY 2005	\$97,439,730	\$4,965,611	\$2,000,000	*\$104,405,341
FY 2006	\$114,459,552	\$5,792,807	\$2,000,000	\$122,252,359
FY 2007	\$108,068,225			
FY 2008 (6 mos.)	\$53,440,537			
TOTAL (Base Period)	\$569,502,484	\$18,327,901	\$7,000,000	\$594,830,385
FY 2008 (6 mos.)	\$53,440,536			
FY 2009	\$106,786,965			
FY 2010	\$114,872,000			
FY 2011	\$117,283,000			
FY 2012	\$119,745,000			
FY 2013 (6 mos.)	\$61,129,500			

B.6 ALLOWABILITY OF SUBCONTRACTOR FEE

All fees to be paid to members of a Contractor team, including affiliates, identified in the offer must be included in the available fee payable under Clause B.2. The term affiliate is defined as, associated business concerns or individuals if, directly or indirectly (1) either one controls or can control the other; or (2) a third party controls or can control both. A “Contractor Team Arrangement”, as used in the FAR, means an arrangement in which (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. For the purpose of this clause, this definition does not apply to the subcontractors whose contracts have been assumed, so long as the terms and conditions of those subcontracts are not altered as a result of interactions with the Offeror prior to award of this contract.

¹The Transition Period costs of \$3,518 are included in the FY03 costs of \$88,436,173.

*Fiscal Year Total reflects actual costs, actual performance fee earned, and available Multi-Year Cost Reduction fee. The actual fee earned for Cost Reductions will not be determined until the end of the Base Contract Period.

H.26 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9 (j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.