

Block 13C Continuation:

This supplemental agreement is entered into pursuant to authority of:

- A. Section I, Clause I.82, FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate III (APR 1984)
- B. Mutual agreement

Block 14 Continuation:

- A. Purpose of the Modification.

A summary of Contract changes made in this Modification No. A029 include:

- Revision to the Target Cost, all incentive fee elements, provisional fee payments, and implementation of fee risk allocations.
- Revision to the Statement of Work to reflect modified deliverable requirements, design requirements, plant functionality requirements, commissioning requirements, Project Baseline management requirements, and other changes as documented therein.
- Revision to the Milestone Delivery Dates.
- Revision to various contract administration data.
- Revision to several special contract requirements (H.9 Hanford Site Stabilization Agreement and H.24 Emergency Clause) and addition of special clauses related to the DOE Mentor-Protégé Program, badging, and change control processes.
- Revision to contract clauses to consolidate Federal and Departmental Definitions; and to update the Foreign Travel, Patent Rights, and Rights in Data – Facilities clauses to current versions.
- Revision to Section J, Attachments A (add acronyms), E (add/delete certain directives), F (add/delete certain Key Personnel), I (clarify Funding Profile in outyears), and J (add advance understandings on cost).

For clarity, each Section of the Contract is hereby issued in updated, conformed format to account for all prior changes and changes made under this modification.

- B. Description of the Change.

All Sections of the Contract are reissued in their entirety and are appended and made a part of this Modification. Text portions of the Contract that are modified are identified by right margin markings. See E. Attachments below.

- C. Contractor's Statement of Release

The Contractor and the Government acknowledge that this Modification modifies contract requirements, the scope of work, terms and conditions, and resolves all Pending Items identified in Contract Section J, Attachment J, Item 11, and all requests for equitable Adjustment that were submitted, or should have been submitted in the exercise of reasonable care, by the Contractor as of the date of this modification. The Contractor and the Government agree that this Modification represents the complete agreement of the parties with respect to these matters as of the date of this Modification. The Contractor hereby releases the Government from any and all liability under

this contract, except as provided otherwise in Section B.10, for equitable adjustments or changes attributable to: (i) the contract requirements, scope of work, and terms and conditions reflected in this Modification; (ii) all Pending Items identified in Contract Section J, Attachment J, Item 11, and all requests for equitable adjustment submitted by the Contractor as of the date of this Modification; and (iii) any other claim for contract change or equitable adjustment the Contractor should in the exercise of reasonable care have raised, whether known or unknown, as of the date of the execution of this Modification.

D. Contract Value and Contract Funding Summary.

Contract Value

| | |
|--|--------------------------------|
| Target Cost | \$ 5,000,000,000 |
| Maximum Cost Performance Fee | 200,000,000 |
| Construction Completion Milestone(s) FY 2004 | 15,000,000 |
| Construction Completion Milestone(s) FY 2005 | 15,000,000 |
| Construction Completion Milestone(s) FY 2006 | 15,000,000 |
| Construction Completion Milestone(s) FY 2007 | 15,000,000 |
| Interim Schedule Milestone(s) | 20,000,000 |
| Completion of Hot Commissioning | 34,000,000 |
| Cold Commissioning - Minimum Requirements | 30,000,000 |
| Cold Commissioning - Expected Requirements | 40,000,000 |
| Cold Commissioning - Goal Requirements | 15,000,000 |
| Hot Commissioning - Minimum Requirements | 12,000,000 |
| Hot Commissioning - Expected Requirements | <u>14,000,000</u> |
| Total Contract Value | <u>\$ 5,425,000,000</u> |

Contract Funding

| Mod. No. | Total Budget Authority | | Fee Accrual | | Budget Authority Limit | |
|----------|------------------------|---------------------|------------------|------------------|------------------------|---------------------|
| | Change | Total | Change | Total | Change | Total |
| A000 | \$ 69,000,000.00 | \$ 69,000,000.00 | \$ - | \$ - | \$ 69,000,000.00 | \$ 69,000,000.00 |
| A002 | \$ 92,000,000.00 | \$ 161,000,000.00 | \$ - | \$ - | \$ 92,000,000.00 | \$ 161,000,000.00 |
| A004 | \$ 50,000,000.00 | \$ 211,000,000.00 | \$ - | \$ - | \$ 50,000,000.00 | \$ 211,000,000.00 |
| A006 | \$ 55,000,000.00 | \$ 266,000,000.00 | \$ - | \$ - | \$ 55,000,000.00 | \$ 266,000,000.00 |
| A009 | \$ 48,000,000.00 | \$ 314,000,000.00 | \$ - | \$ - | \$ 48,000,000.00 | \$ 314,000,000.00 |
| A011 | \$ 24,800,000.00 | \$ 338,800,000.00 | \$ 20,604,000.00 | \$ 20,604,000.00 | \$ 4,196,000.00 | \$ 318,196,000.00 |
| A012 | \$ 671,427.00 | \$ 339,471,427.00 | \$ - | \$ 20,604,000.00 | \$ 671,427.00 | \$ 318,867,427.00 |
| A014 | \$ 50,000,000.00 | \$ 389,471,427.00 | \$ - | \$ 20,604,000.00 | \$ 50,000,000.00 | \$ 368,867,427.00 |
| A015 | \$ 110,000,000.00 | \$ 499,471,427.00 | \$ - | \$ 20,604,000.00 | \$ 110,000,000.00 | \$ 478,867,427.00 |
| A017 | \$ 56,691,216.89 | \$ 556,162,643.89 | \$ 1,947,000.00 | \$ 22,551,000.00 | \$ 54,744,216.89 | \$ 533,611,643.89 |
| A018 | \$ 178,598,753.00 | \$ 734,761,396.89 | \$ 9,328,309.00 | \$ 31,879,309.00 | \$ 169,270,444.00 | \$ 702,882,087.89 |
| A020 | \$ 145,105,000.00 | \$ 879,866,396.89 | \$ 6,457,876.00 | \$ 38,337,185.00 | \$ 138,647,124.00 | \$ 841,529,211.89 |
| A021 | \$ 103,605,000.00 | \$ 983,471,396.89 | \$ 6,457,876.00 | \$ 44,795,061.00 | \$ 97,147,124.00 | \$ 938,676,335.89 |
| A022 | \$ 2,035,740.00 | \$ 985,507,136.89 | \$ - | \$ 44,795,061.00 | \$ 2,035,740.00 | \$ 940,712,075.89 |
| A024 | \$ 78,986,294.00 | \$ 1,064,493,430.89 | \$ - | \$ 44,795,061.00 | \$ 78,986,294.00 | \$ 1,019,698,369.89 |
| A025 | \$ 95,485,149.00 | \$ 1,159,978,579.89 | \$ - | \$ 44,795,061.00 | \$ 95,485,149.00 | \$ 1,115,183,518.89 |
| A026 | \$ 47,400,000.00 | \$ 1,207,378,579.89 | \$ - | \$ 44,795,061.00 | \$ 47,400,000.00 | \$ 1,162,583,518.89 |
| A027 | \$ 34,277,000.00 | \$ 1,241,655,579.89 | \$ - | \$ 44,795,061.00 | \$ 34,277,000.00 | \$ 1,196,860,518.89 |
| A028 | \$ 37,329,665.00 | \$ 1,278,985,244.89 | \$ - | \$ 44,795,061.00 | \$ 37,329,665.00 | \$ 1,234,190,183.89 |
| A029 | \$ - | \$ 1,278,985,244.89 | \$ - | \$ 44,795,061.00 | \$ - | \$ 1,234,190,183.89 |

Only "AXXX" modifications that affect the Contract Value or Contracting Funding are listed.

E. Attachments

- Section B, *Supplies or Services and Prices/Costs*
- Section C, *Statement of Work*
- Section D, *Packaging and Marking*, (no changes)
- Section E, *Inspection and Acceptance*, (no changes)
- Section F, *Deliveries or Performance*
- Section G, *Contract Administration Data*
- Section H, *Special Contract Requirements*
- Section I, *Contract Clauses* (deemed to be in full text, but for brevity are shown in this Modification by reference only)
- Section J, *List of Attachments*

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|---------------|---|
| Attachment A | List of Acronyms |
| Attachment B* | Reserved |
| Attachment C* | Government-Furnished Property and Government-Furnished Equipment |
| Attachment D* | Small Business Subcontracting Plan |
| Attachment E | List of Applicable Directives (List B-DEAR 970.5204.78) |
| Attachment F | Key Personnel |
| Attachment G* | Performance Guarantee Agreement |
| Attachment H* | Tank Farm Contractor Staff and Subcontractors Employed on the WTP Project |
| Attachment I | Funding Profile |
| Attachment J | Advance Understanding on Costs |
| Attachment K* | Listing of WTP Conceptual Design and Supporting Information |
| Attachment L* | Small Disadvantaged Business Participation Program Targets |
| Attachment M | Davis-Bacon Wage Determination** |

* No change(s)

** No change but modified to "by reference"