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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 0333 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415 | CODE 00701 | 7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415 | CODE 00701 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BATTELLE ENERGY ALLIANCE, LLC Attn: Dana Storms P.O. BOX 1625 IDAHO FALLS ID 834150001 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 152020629 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517 | |
| | | 10B. DATED (SEE ITEM 13) 11/09/2004 | |

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 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)

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

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| 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. |
| | 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: See Block 14 |
| | 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.)

Tax ID Number: 68-0588324

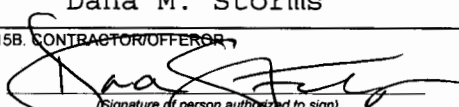
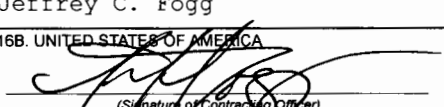
DUNS Number: 152020629

The revisions reflect (1) deletion of requirements and references to the DOE Retrospective Rating Insurance Plan (DOERRIP) since it is no longer available for purchase in the insurance market, (2) the deletion of CRD contractual requirements since such requirements will now be incorporated directly into the contracts, and (3) administrative changes to reflect existing DOE organizations assigned with areas of responsibilities in Chapter VII.

Per the AL 2015-02, modifications to the attached Special H Clause, for site specific conditions, were permitted with advance approval by the HCA and concurrence from the Office of Acquisition and Project Management.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Dana M. Storms | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C. Fogg | |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 4/20/2015 | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 4-28-15 |

NAME OF OFFEROR OR CONTRACTOR
 BATTELLE ENERGY ALLIANCE, LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Modifications were made to the initial H clause and all necessary approvals were collected.</p> <p>Payment:</p> <p style="padding-left: 20px;">OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4368 Oak Ridge TN 37831</p> <p>Period of Performance: 11/09/2004 to 09/30/2019</p> | | | | |

The purpose of this modification is to incorporate revisions made to Chapter VII, Risk Management and Insurance Programs to DOE Order 350.1, Admin Chg 5, Contractor Human Resource Management Programs.

Per the AL-2015-02, modifications to the attached Special H Clause, for site specific conditions, were permitted with advance approval by the HCA and concurrence from the Office of Acquisition and Project Management.

H.52 DOE H-2073, RISK MANAGEMENT AND INSURANCE PROGRAMS

Contracting officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

1. BASIC REQUIREMENTS

- a. contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors) unless it is with unallowable dollars.
- b. insurance programs and related costs must comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 28.308 – Self Insurance, FAR 31.205-19, Insurance and Indemnification, , and DEAR970.5228-1, Insurance-Litigation and Claims.
- c. the insurance program must be conducted in the government's best interest and at reasonable cost.
- d. upon request, the contractor shall submit copies of all insurance policies to the Contracting Officer no later than 30 days after the effective date. The contractor will maintain a record copy of all policies and key self-insurance documents.
- e. when purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable. Use of a broker to obtain multiple bids is a satisfactory competitive process.
- f. ensure self-insurance programs include the following elements:
 - 1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

- 2) If a self-insurance program is approved, it must be executed in compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - 3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - 4) Accounting of self-insurance charges in the approved cost accounting system.
 - 5) Accrual of a cash self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - a) the claims reserve, if held in cash, shall be held in a special fund or interest bearing account.
 - b) submission of a formal written statement to the Contracting Officer stating that use of the cash reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - c) annual accounting and justification as to the reasonableness of the claims reserve available for Contracting Officer's review.
 - g. if the contractor purchases a letter of credit or other financial instrument, the contractor shall separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
 - h. comply with the Contracting Officer's written direction for the continuation of coverage and settlement of incurred and/or open claims owed or owing for prior DOE contractors.
2. PLAN EXPERIENCE REPORTING. The Contractor shall:
- a. provide the Contracting Officer, upon request, with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - 1) The amount paid for each claim.
 - 2) The amount reserved for each claim.
 - 3) The direct expenses related to each claim.
 - 4) A summary for the year showing total number of claims.
 - 5) A total amount for claims paid.
 - 6) A total amount reserved for claims.
 - 7) The total amount of direct expenses.

- b. if requested, provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- c. provide additional claim financial experience data as may be requested on a case-by-case basis.

3. **TERMINATING OPERATIONS.** The Contractor shall:

- a. ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating, if applicable.
- b. identify and provide insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- c. reach agreement with DOE on the handling and settlement of self insurance claims incurred but not reported at the time of contract termination.

4. **INSURANCE POLICY CANCELLATION.** The Contractor shall:

- a. obtain the written approval of the Contracting Officer for any change in program direction;
and
- b. ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

(End of Clause)

End of Modification 333