

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M120	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (DOE-ID) Contract Management Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415		CODE	7. ADMINISTERED BY (If other than Item 6) Diane C. Long, Contract Specialist (208) 526-0949		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517		
CODE			10B. DATED (SEE ITEM 13) November 9, 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 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.

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority):

IAW Part II, Section H, Contract Clause H.34 entitled "Agreements and Commitments"

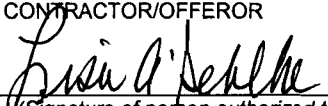
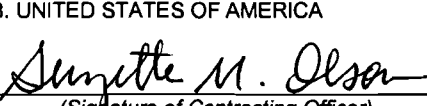
E. IMPORTANT: Contractor__ is not, is required to sign this document and return [3] copies to the issuing office.

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

The purpose of this modification is to update Part III Section J Attachment R, to include the Resource Commitments Table and Resource Commitment # 19.

(See Continuation)

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) Lisa A. Sehlke, Manager Prime Contract and Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUZETTE M. OLSON Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (Signature of person authorized to sign)	10/20/08	BY  (Signature of Contracting Officer)	10/21/08

NSN 754-01-152-807030-105

STANDARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE
Prescribed by GSA FAR (48 CFR) 53.24

CONTINUATION PAGE

The following changes have been made to Section J, Attachment R:

Table 3-1 Revision 4 is deleted in its entirety and replaced with the attached Table 3-1 Revision 5.

Resource Commitment Form #19– BNFL (1 page) is deleted in its entirety and replaced with the attached Resource Commitment Form #19 – *EnergySolutions* (2 pages).

All other terms and conditions remain unchanged

Resource Commitment Form #19 - EnergySolutions

I am committing the following resources to the INL:

1. Resource Description:

Support for Battelle Energy Alliance (BEA) – EnergySolutions. EnergySolutions commits to support BEA by bringing to bear its experience and expertise in Waste Management and Disposition, to support the INL. EnergySolutions is the leading supplier of waste management services, providing characterization, transportation, treatment and disposal capabilities, to both Federal and Commercial customers. The company has its Headquarters in Salt Lake City, UT. EnergySolutions support to INL will include:

- Provision of Waste Generator services to the INL
- Characterization/packaging of waste and other general waste management activities
- Segregation of waste for economic disposition
- Dispositioning waste to appropriate disposal sites on behalf of INL
- Transport of waste to the appropriate disposal site
- Construction of a waste handling station and/or disposal facilities at the INL (to include a future RH Waste Disposal Facility)
- Personnel support as needed

In addition, EnergySolutions will provide support and consultancy to BEA on matters relating to waste management and other appropriate issues relating to the BEA mission.

2. Location of Resource:

EnergySolutions has operations throughout the US and worldwide including the UK and has an office in Idaho Falls for day to day contacts.

3. Monetary Value:

Up-front costs normally associated with items such as mobilization, procedure development and training, engineering support and project development will be initially absorbed by EnergySolutions up to maximum of \$500 K as part of this agreement. This commitment is made in anticipation of a contractual arrangement for the support services outlined in section 1 over a period of time sufficient to justify this investment. Details will be negotiated as this support scope is defined. Compensation for engineering, construction costs and operational costs of planned construction projects will be recovered on a time/cost average payment schedule that will include finance charges over a defined time period agreed to by both parties.

4. Describe which project/program would benefit from the resource and why:

The INL Waste Management program will benefit all INL Programs, from EnergySolutions experience and expertise to ensure a cost effective low risk solution to BEA needs. We routinely manage more than 1 M m³ / year of radioactive waste for treatment and disposal at Federal facilities including SRS, Oak Ridge and Hanford, and at our Commercial facilities at Clive, UT and Barnwell, SC. Our experience covers the range of waste from hazardous, low level, TRU, high level and covers both DOE and commercial waste. Benefits to INL could include integration of all site waste management services, and provision of an alternative to on site disposal capability. Additionally, EnergySolutions would consider innovative financing options, should that prove advantageous to INL. We will bring our commercial expertise to BEA to assure optimal waste disposition.

5. Date the resource will be provided:

Resource available immediately.
6. The resource will be provided by:
The commitment is made through <i>EnergySolutions</i> , 423 West 300 South, Suite #200, Salt Lake City, UT 84101.
7. Describe any liability related to this resource financial or otherwise:
None
8. How the resource will be managed:
The resource will be managed through an on-site <i>EnergySolutions</i> Project Manager, who will be accessible to BEA, and who will have complete access to <i>EnergySolutions</i> resources.
9. How the resource will be integrated into the INL:
The INL Director, Idaho Facilities Management/ Project Management Office will facilitate the interface, and ensure that the approvals and supporting systems are in place to allow the projects and programs supporting INL to be safely, securely and professionally performed.
10. Other pertinent information (e.g., exclusive rights and control of the resource):
This resource commitment is subject to corporate approvals.
11. Signature of responsible corporate official and date of signature:



Signature
Title: Chief Operating Officer, Federal Services
Date: 8 July, 2008

Table 3-1.

Provider	Resource Commitment	Type of Resource Commitment			Benefiting INL Area		
		Direct ⁽¹⁾	Program ⁽²⁾	Access ⁽³⁾	Nuclear Energy	National Security	S&T and Education
Battelle Energy Alliance	1. Upgrades to Advanced Test Reactor Research Capability and Fuel Line	\$20M			4	4	
	2. Support for Education Programs	\$6M			4		4
Battelle Memorial Energy	3. Construction Funding Support for the Center for Advanced Energy Studies (CAES)	\$8.88M			4	4	4
	4. National Security Consulting and Access to Battelle Ventures		\$2.0	\$150M		4	4
BWXT	5. Access to BWXT Lynchburg Technology Center (LTC)		\$1.5M	\$100M	4	4	
	6. Provision of BWXT Integrated Fuel Processor	\$14M			4		4
URS Washington Division	7. Environmental Sensing Technologies	\$0.25M	\$5M			4	
Washington Group	8. Construction Funding Support for the CAES	\$1.12M			4	4	4
Electric Power Research Institute	9. Establish the Center for Nuclear Fuels and Materials Research (CNFMR)		\$41.2M	\$25M	4		
	10. Access to EPRI's Technology Application Centers		\$2.9M	\$20M	4	4	4
	11. Provision of Technical Support to Advanced Nuclear Technology Development		\$1.8M	\$10M	4		
State of Idaho	12. State Support for CAES	\$7.2M			4	4	4
MIT	13. Access to the Massachusetts Institute of Technology Reactor (MITR)			\$33.9M	4		4
North Carolina State University	14. Access to the North Carolina University University's PULSTAR Reactor			\$25M	4		4
Oregon State University	15. Access to the Oregon State TRIGA Reactor			\$34M	4		4
The Ohio State University	16. Access to the Ohio State University Research Reactor			\$10M	4		4
University of New Mexico	17. Access to the University of New Mexico Research Reactor			\$5M	4		4
Electronic Data Systems	18. Plan for Enterprise-wide IT Development		\$0.24M		4	4	4
Energy Solutions	19. Support for INL Waste Management and Disposition	\$0.5M			4		
Westinghouse Electric Corp	20. Support the Center for Nuclear Fuels and Materials Research – WEC		\$1.5M		4		
Nexia Solutions	21. Support the Center for Nuclear Fuels and Materials Research Access Funds from 21 & 22			\$350M	4		
BEA TBD	22. Program Funds unresolved as of 7/1/07		\$30M		4		
AREVA	23. Support the Center for Nuclear Fuels and Materials Research (CNFMR)	\$2M	\$20M	\$50M	4		
USRA	24. Establish the Center for Space Nuclear Research (CSNR)	\$1.5M			4		4
General Atomics	25. Support the Center for Space Nuclear Research (CSNR)			\$150M	4		4
Burns & Roe	26. Establish the Center for Nuclear Systems Design and Analysis (CNSDA)	\$0.36M			4		4
Studsvik	27. Support the Center for Nuclear Systems Design and Analysis (CNSDA)	\$0.25M		\$101.5M	4		4
Battelle Energy Alliance	28. Investment in Economic Development	\$0.6M			4	4	4
Total		\$62.06M	\$106.14M	\$1.064B			

(1) Direct – funds committed to a specific purpose at INL. (2) Program – funds available for prescribed project or consulting activity. (3) Access – capital or replacement value of an asset being offered for use.