

2. AMENDMENT/MODIFICATION NO. M069	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Idaho Operations Office (DOE-ID) Site Services Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415	7. ADMINISTERED BY (If other than Item 6) Diane C. Long, Contract Specialist (208) 526-0949
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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)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517
		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.**

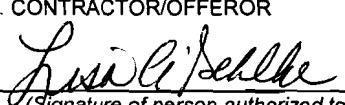
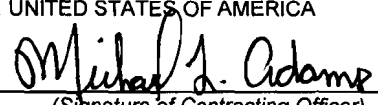
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	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, **X** 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 the Resource Commitments under Part III Section J Attachment R (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	15C. DATE SIGNED 4/25/07	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL L. ADAMS Contracting Officer	16C. DATE SIGNED 4/26/07
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

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

Table 3-1 is deleted in its entirety and replaced with the attached Table 3-1 (dated 4-10-2007)

Resource Commitment Form #3 – Battelle (1 page) is deleted in its entirety and replaced with the attached (2 pages)

Resource Commitment Form #8 – Washington Group (1 page) is deleted in its entirety and replaced with the attached (2 pages)

All other terms and conditions remain unchanged

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 Institute	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		\$2M	\$150M		4	4
	5. Access to BWXT Lynchburg technology Center (LTC)		\$1.5M	\$100M	4	4	
BWXT	6. Provision of BWXT Integrated Fuel Processor	\$14M			4		4
Washington Group	7. Transfer of Smart Secure System Technology	\$0.25M	\$5M			4	
	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 Critical Infrastructure Testbed		\$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'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		\$24M		4	4	4
BNFL Inc.	19. Support the Center for Nuclear Fuels and Materials Research BNFL Ltd.		\$1.5M		4		
Westinghouse Electric Corp	20. Support the Center for Nuclear Fuels and Materials Research WEC		\$1.5M		4		
British Nuclear Fuels - Plc	21. Support the Center for Nuclear Fuels and Materials Research BNFL			\$50M	4		
British Nuclear Fuels - NSTS	22. Support the Center for Nuclear Fuels and Materials Research (CNFMR)		\$30M	\$300M	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
TOTAL		\$61.58M	\$107.64M	\$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		

Resource Commitment Form #3 – Battelle

I am committing the following resources to the INL:

1. Resource Description:

Construction Funding Support for the Center for Advanced Energy Studies. Battelle commits to guarantee retirement, over 20 years, of bonds, issued by Idaho State University to help finance the design and construction of the Center for Advanced Energy Studies (CAES). The State of Idaho, Idaho State University, the University of Idaho, and the BEA Team have a strong interest in the establishment of a joint, \$14 million laboratory/university CAES in Idaho to serve as a research and educational center.

2. Location or Resource:

The CAES facility will be located in Idaho Falls, Idaho, on land donated by Idaho State University and the University of Idaho (see Resource Commitment number 12).

3. Monetary Value

Estimated Total Monetary Value: The ISU-issued bonds in conjunction with resource commitments #8 and #12 in the amount of \$10M, for construction of an approximate 55,000 square foot CAES facility. The first security for the payment of the bonds is the lease payments from BEA for use, under lease, of the facility once completed. Only in the event of a failure of BEA's rental payments to amortize the bond debt, and only to the extent of such failure, is Battelle responsible to guarantee repayment of 88.8% of bond debt, with Battelle's maximum possible exposure being \$8,880,000.00 (88.8% of the total \$10M bond issue.)

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science & Technology, and Education Programs at INL. All INL programs will benefit from the design and construction of the Center for Advanced Energy Studies. The CAES, in collaboration with the INL, will be a hub for conducting academic instruction, performing research, and hosting technical meetings.

5. Date the resource will be provided:

Effective October 23, 2006, Battelle signed the CAES lease containing the bond guaranty. The sale of the ISU-issued bonds closed on December 13, 2006. The CAES facility will be operational in 2008.

6. The resource will be provided by:

Battelle, 505 King Avenue, Columbus, OH

7. Describe any liability related to this resource financial or otherwise:

We anticipate that sufficient funds for retirement of the bonds will be generated by rent paid by BEA for occupancy of ~60 percent of CAES.

8. How the resource will be managed:

The INL Chief Financial Officer will be the point-of-contact for interactions with Battelle regarding the commitment to obligate for the \$8.88M in bonds.

9. How the resource will be integrated into the INL:

BEA will be responsible for managing the design, construction staffing and occupancy of the CAES on the state university campus in Idaho Falls. Laboratory responsibility for the CAES construction is our proposed Deputy for Operations.

10. Other pertinent information (e.g., exclusive rights and control of the resource):

N/A



Battelle Energy Alliance, LLC, by its sole member,
Battelle Memorial Institute
William J. Madia, Executive Vice President, Battelle

Resource Commitment Form #8 – Washington Group

I am committing the following resources to the INL:

1. Resource Description:

Construction Funding Support for the CAES. Washington Group International commits to guarantee retirement, over 20 years, of bonds issued by Idaho State University to help finance the design and construction of the Center for Advanced Energy Studies (CAES). The State of Idaho, Idaho State University, the University of Idaho, and the BEA Team have a strong interest in the establishment of a joint, \$14M laboratory/university CAES in Idaho to serve as a research and educational center.

2. Location of Resource:

The CAES facility will be located in Idaho Falls, Idaho, on land donated by Idaho State University and the University of Idaho (see Resource Commitment number 12).

3. Monetary Value

Total Monetary Value: The ISU issued bonds in conjunction with resource commitments #3 and # 12 in the amount of \$10M, for construction of an approximate 55,000 square foot CAES facility. First security for payment of the bonds is the lease payments from BEA for use, under lease, of the facility once completed. Only in the event of a failure of BEA to pay this first security, and only to the extent of such failure, is Washington Group responsible to Guarantee payment of 11.2% of delinquent payments, with Washington Group's maximum possible exposure being \$1,120,000 (11.2% of the total \$10M bond issue).

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science & Technology, and Education Programs at INL. All INL programs will benefit from the design and construction of the Center for Advanced Energy Studies. The CAES, in collaboration with the INL, will be a hub for conducting academic instruction, performing research, and hosting technical meetings.

5. Date the resource will be provided:

Effective October 23, 2006, BEA, as the leasee, and Battelle and Washington Group, in the limited capacity as Guarantors, signed the CAES lease containing the \$10M bond guaranty. The sale of the ISU-issued bonds closed on December 13, 2006. The CAES facility will be operational in 2008.

6. The resource will be provided by:

Washington Group International

7. Describe any liability related to this resource financial or otherwise:

We anticipate that sufficient funds for retirement of the bonds will be generated by rent paid by BEA for occupancy of approximately 60 percent of CAES.

8. How the resource will be managed:

The INL Chief Financial Officer will be the point-of-contact for interactions with Washington Group regarding Washington Group's commitment, as described at Section 3 above, to obligate for the \$1.120M in bonds.

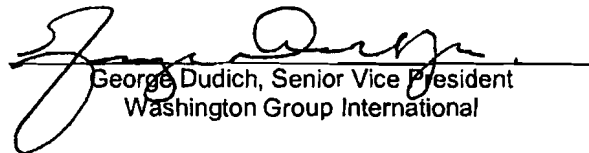
9. How the resource will be integrated into the INL:

BEA will be responsible for oversight of the design, construction staffing, and occupancy of the CAES. The Laboratory Deputy for Operations will be responsible for establishing design requirements, securing approval for the architectural renderings/concepts, and working with Federal, state, and local organizations regarding the form, fit, function and utility of the CAES. BEA will coordinate activities with the DOE.

10. Other pertinent information (e.g., exclusive rights and control of the resource):

This revised version of Resource Commitment Form # 8 revises and replaces Washington Group's Resource Commitment Form # 8 that was initially included in the INL prime contract. As such, the original Resource Commitment Form # 8, including without limitation all of Washington Group's obligations contained therein, is deleted in its entirety, without penalty to BEA or Washington Group, and replaced by Washington Group's obligations contained within this revised version of Resource Commitment Form # 8.

11. Signature of responsible corporate official and date of signature:


George Dudich, Senior Vice President
Washington Group International