

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M056	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	
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.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Modification Mutual Agreement of the Contracting Parties FAR 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority):

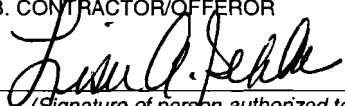

E. IMPORTANT: Contractor ___ is not, **X** is required to sign this document and return [**3**] copies to the issuing office.

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

The purpose of this modification is incorporate changes to Section J, Attachment P, Radioactive Waste.

(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 & Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael L. Adams Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 10/25/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/06

Part III Section J, Attachment P, entitled “Management of Special Nuclear Material, Spent Nuclear Fuel, Radioactive Waste, and Voluntary Consent Order” is deleted in its entirety and replaced with the attached Part III Section J, Attachment P, entitled Management of Special Nuclear Material, Spent Nuclear Fuel, Radioactive Waste, and Voluntary Consent Order (Cover page + 3 Pages).

Changes:

Radioactive Waste

“The INL Contractor shall manage INL generated LLW and, if directed by DOE, LLW generated by other tenants (e.g., NRF) upon closure of RWMC LLW disposal operations, scheduled for September 30, 2008, for contact-handled LLW, and for September 30, 2009, for remote-handled LLW. LLW management includes development of on/off-site LLW disposal capability and the supporting infrastructure.”

All other Terms and Conditions remain unchanged,

**PART III SECTION J, ATTACHMENT P
MANAGEMENT OF SPECIAL NUCLEAR MATERIAL,
SPENT NUCLEAR FUEL,
RADIOACTIVE WASTE, AND VOLUNTARY CONSENT ORDER**

Part III Section J, Attachment P

**Management of Special Nuclear Material,
Spent Nuclear Fuel, Radioactive Waste, and Voluntary Consent Order**

Special Nuclear Material (SNM)

The INL Contractor is responsible for the safe and effective management of all NE-owned SNM presently located at the Test Reactor Area and ANL-W facilities. These materials shall be managed in accordance with the governing DOE Orders and consistent with DOE policy. Management of SNM shall be cost effective.

The INL Contractor shall cooperate with the ICP Contractor on SNM management efforts.

Spent Nuclear Fuel (SNF)

The INL Contractor shall be responsible for the safe and effective management and disposition planning for the NE-owned SNF. Through FY 2010, the INL Contractor shall be responsible for the transfer of SNF from the ATR to INTEC. During this period, the INL Contractor shall be responsible for delivering a loaded cask to the INTEC gate. The INL Contractor must develop capacity to manage ATR SNF through final disposition beyond FY 2010. This includes having any new interim storage capability on-line for the ATR spent fuel, as well as a path for final disposition (e.g., repository or reprocessing). Any new SNF interim storage or handling capacity developed by the INL Contractor shall be designed and located consistent with the future nuclear mission of the INL.

The INL Contractor shall cooperate with the ICP Contractor on SNF management efforts.

Radioactive Waste

The existing low-level waste (LLW) disposal capability at the Radioactive Waste Management Complex will be available to the INL Contractor through FY 2008 for contact-handled LLW and FY 2009 for remote-handled LLW. The INL Contractor shall be responsible for delivering the LLW to the RWMC gate, where the ICP Contractor will take custody of the transport vehicle and shipment for disposal.

The INL Contractor shall manage INL generated LLW and, if directed by DOE, LLW generated by other tenants (e.g., NRF) upon closure of RWMC LLW disposal operations, scheduled for September 30, 2008, for contact-handled LLW, and for September 30, 2009, for remote-handled LLW. LLW management includes development of on/off-site LLW disposal capability and the supporting infrastructure.

The INL Contractor shall cooperate with the ICP Contractor on radioactive waste management efforts. As a component of these overall waste management efforts, the INL Contractor shall assure completion of the following activity:

Receive, treat or repackage, characterize and disposition 30 canisters (HFEF Inserts) of remote-handled TRU waste from the RWMC. These 30 canisters are identified in the ICP contract DE-AC07-05ID14516 Section C.3.5.1. The ICP Contractor will deliver this material to the INL Contractor at receiving MFC facility (e.g., Radioactive Scrap and Waste Facility). The target completion for the ICP Contractor's transfer of these 30 canisters of waste is by the end of FY2009, but will be no later than the end of FY2012. The INL Contractor shall complete all actions (including shipment to WIPP) in time to meet the Idaho Settlement Agreement Date (target 2015).

Voluntary Consent Order

The INL Contractor is responsible for the following VCO items. The INL Contractor shall coordinate with the ICP Contractor on VCO reporting, etc., to the state of Idaho.

**VCO ISSUE - SITE-TANK-005 VCO Actions Required After January 31, 2005
NE-Funded Activities**

FACILITY	AREA	BLDG #	TANK #	TANK DESCRIPTION	Next VCO Action
TRA-004^a TRA Hot Waste Management System					
TRA	MTR	TRA-605	TRA-605-B	HOT WASTE STORAGE TANK	RCRA Closure
		TRA-613	713-B	HOT WASTE STORAGE TANK	RCRA Closure
		TRA-613	TRA-713-C	HOT WASTE STORAGE TANK	RCRA Closure
		TRA-613	TRA-713-D	HOT WASTE STORAGE TANK	RCRA Closure
		TRA-613	TRA-613-A	PUMP VAULT SUMP	No Further VCO Actions
		TRA-613	613B	PUMP VAULT SUMP	No Further VCO Actions
TRA-009^a TRA Fluorinel Dissolution Process Mockup and Gamma Facilities Waste System					
TRA	MTR	TRA-641		AIR TANK	No Further VCO Actions
		TRA-641		CATCH TANK	RCRA Closure
		TRA-641		MOCK UP TANK, PLEXIGLASS	RCRA Closure
		TRA-641		CANAL SUMP	RCRA Closure
		TRA-641		RECEIVER TANK	RCRA Closure
TRA-011 TRA Retention Basin System					
TRA	MTR	TRA-612		INACTIVE ANCILLARY PIPING AND EQUIPMENT	RCRA Closure & NSIF ^b
TRA-019 TRA Gamma Facility Off-Gas Scrubber System					
TRA	MTR	TRA-641		SCRUB TANK	No Further VCO Actions
		TRA-641		DEMISTER TANK	No Further VCO Actions
		TRA-641		QUENCH TANK	No Further VCO Actions

a. Action has not been approved by IDEQ. Conclusions presented in this table are based on the activities completed as of March 4, 2004, by the VCO/DD&D Service Team. For some of these tanks, the "Next VCO Action" will change as milestone completion documentation is completed and approved by IDEQ.

b. Piping associated with tank system TRA-011 was determined to be RCRA hazardous; the retention basin itself and associated sumps were characterized as nonhazardous.