

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M051	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.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517	
CODE		FACILITY 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 43.103 (a) 3 and Contract Clause H. 14 entitled "Work Force Transition and Human Resources Management"
	D. OTHER (Specify type of modification and authority):

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 Incorporate Changes to the "Pensions and Other Employee Benefits" under Part I Section H, Contract Clause H.14(c) (3) (i) and(iv).

(See Continuation Page)

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) MICHAEL L. ADAMS Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Lisa A. Sehlke</u> (Signature of person authorized to sign)	<u>11/3/07</u>	BY <u>Michael L. Adams</u> (Signature of Contracting Officer)	<u>11/4/07</u>

Part I, Section H, Clause H.14(c) (3) (i) and (iv) entitled “Pensions and Other Employee Benefits” are deleted in their entirety and replaced with the following:

- (i) The Contractor shall sponsor and manage pension and other employee benefit plans in accordance with law. The Contractor shall have responsibility for funding, and collecting funding from co-sponsors, as provided in Section H.14(c)(3)(iv) below, administering, and maintaining the qualified status of all pension and investment plans. The Contractor’s efforts in this area include resolution of pension and other employee benefits issues associated with transitioning a work force employed by two incumbent contractors administering separate and distinct benefits plans. The Contractor is encouraged to explore ways to modernize and consolidate pension and other benefits plans. Resolution of these issues must be done in a manner that -
- a. Is fair to hired incumbent contractor employees participating in plans maintained by the incumbent contractors;
 - b. Is cost-effective;
 - c. Attracts outstanding people to work at the INL; and
 - d. Provides the best fit for the long-term vision of the INL.
- (iv) From February 1, 2005, through September 30, 2007, all costs (including administration) associated with the site Defined Benefit Pension Plan will be split so that the INL share is 42%, the ICP share is 57%, and the AMWTP share is 1%. As of October 1, 2007, all costs (including administration) associated with the site Defined Benefit Pension Plan will be split so that the INL share is 47%, the ICP share is 52%, and the AMWTP share is 1%.
- From February 1, 2005, through September 30, 2007, all costs (including administration) associated with the Medical and Welfare Benefits program for retirees as of January 31, 2005, will be split so that the INL share is 42%, and the ICP share is 58%. As of October 1, 2007, all costs (including administration) associated with the Medical and Welfare Benefits program for retirees as of January 31, 2005, will be split so that the INL share is 47%, and the ICP share is 53%.
- From February 1, 2005, through January 31, 2007, employee benefits costs included within the amounts reimbursed or funded by the ICP contract for mandatory services (Section J, Attachment F-6.1) count towards ICP’s share of the costs.

All other Terms and Conditions remain unchanged.