

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. M006	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 (NE-ID) Site Services Division 1955 Fremont Avenue Idaho Falls, ID 83401-1221		7. ADMINISTERED BY (If other than Item 6) Cheryl A. Thompson, Contracting Officer (208) 526-5743		
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.

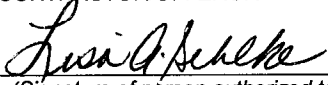

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority): Bilateral Modification; Acquisition Letter No. AL-2005-04 and Mutual Agreement of the Parties FAR 43.103 (a)(3)

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

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

(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, Prime Contract and Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cheryl A. Thompson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (Signature of person authorized to sign)	5/5/05	BY  (Signature of Contracting Officer)	5/6/05

NSN 754-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.24

The purpose of this modification is to incorporate class deviation to Contract Clause I.10 and I.43, add provisional payment fee information to Contract Clause H.28, deleted the sample pages in Section J Attachment B, and replace with the signed Agreement (attached), delete the Table of Contents to Section's H and I, in their entirety, and replace with updated Table of Contents (attached); complete provision fill ins. All other terms and conditions remain unchanged.

Note: Changes to the clauses are indicated in bold print.

A. Part II, Section I, Contract Clauses, Clause I.10 is changed to read as follows:

I.10 DEAR 970.5203-1 MANAGEMENT CONTROLS (DEC 2000)(DEVIATION)

(a)

(1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic activities. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and **activities** assigned to the contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

(2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.

(3) Such systems shall be an integral part of the contractor's management **activities**, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.

(4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. **Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.**

(b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques

B. Part II, Section I, Contract Clauses, Clause I.43 is changed to read as follows:

**I. 43 DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)
(DEVIATION)**

- (a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause I.43, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the contractor shall afford DOE proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.
- (d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause I.43, Access to and ownership of records, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.
- (e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.
- (f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time and in such manner, as it shall deem appropriate.
- (g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any

tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller General.

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

(i) **Internal audit. The contractor agrees to establish and maintain an internal audit activity and provide the following reports:**

(1) Internal Audit Implementation Design. Within thirty (30) days of contract award and each 5th year of contract performance or upon the exercise of any contract option or the extension of the contract, the contractor shall submit to the contracting officer an Internal Audit Implementation Design to include the overall strategy for the audit activity. The Implementation design, will describe (i) the audit activity's placement within the contractor's organization including reporting requirements; (ii) its size and the experience and educational standards of the audit staff; (iii) its relationship to the corporate parent(s) of the contractor; (iv) the standards used to audit; (v) an overall audit strategy for relevant performance period of this contract, considering particularly the method of auditing costs incurred in the performance of the contract; (vi) the intended use of external audit resources; (vii) the plan for audit, both pre-award and post- award of subcontracts; and (viii) the schedule of peer review of the internal audit activity by other DOE contractor internal audit activities.

(2) Annual Audit Report. By each January 31 of the contract performance period, the contractor shall submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year and their results.

(3) Annual Audit Plan. By each June 30 of the contract performance period, the contractor shall submit to the contracting officer an annual audit plan that reflects the activities to be undertaken during the next fiscal year. The contractor shall design the Annual Audit Plan to test the costs incurred and contractor management systems described in the internal audit design.

(4) Contracting officer's satisfaction. The design of the internal audit activity submitted under subparagraph (1), the annual report submitted under subparagraph (2), and the annual audit plan submitted under subparagraph (3) shall be satisfactory to the contracting officer.

(j) **Statement of Costs Incurred and Claimed. At any time during contract performance, should the contracting officer determine that the costs incurred are unallowable to an extent to cause him or her to lose confidence in the contractor's**

management controls or the contractor's management systems that validate the costs incurred and claimed, the contracting officer may, in his or her sole discretion, impose conditions upon the contractor's use of the special financial institution account or use of the Statement of Costs Incurred and Claimed in whole or in part, including direction that specific types of costs be claimed by periodic vouchering. This action shall not relieve the contractor from any obligation to perform its obligations under this contract. In addition, the contracting officer may direct the contractor to pay the Government an amount equal to the unallowable costs or payments improperly made and take any other action or combination of actions provided in this contract, at law, or in equity.

C. Part I, Section H, Contract Clauses, Clause H.28 is changed to read as follows:

H.28 Provisional Payment of Fee/Unearned Fee

a. **For the remainder of FY2005, the contractor is authorized to receive a monthly provisional fee payment, not to exceed a total of sixty-five percent (65%) of the \$11.1M fee pool established in Section B.2, Table B.1, in accordance with contract clause I.42, entitled "Payments And Advances".**

b. Except as allowed in the Section I clause entitled, "Total Available Fee: Base Fee Amount And Performance Fee Amount" (DEAR 970.5215-1), or as may be expressly stated within the text of a specific fee incentive, unearned fee cannot be carried over or used to fund other incentive arrangements of this contract.

D. Part III Section J, Attachment B, Special Financial Institution Account Agreement:

Remove the sample pages (J-B 1-4) and replace with the attached signed copy of the Special Financial Institution Account(s) Agreement (1 of 5 – 5 of 5)

E. Part I Section H, Special Contract Requirements:

Remove existing Table of Contents from Part I Section H and replace with the attached Table of Contents (H-i & ii).

F. Part II Section I, Contract Clauses:

Remove existing Table of Contents from Part II Section I and replace with the attached Table of Contents (I-i - iii).

G. Part II, Section I, Contract Clauses, are changed to read as follows:

a. Contract Clause I.17, entitled "Total Available Fee: Base Fee Amount And Performance Fee Amount. Alternate I", paragraph (f) remove (Insert Number) and replace with **"ten (10)"**.

b. Contract Clause I.40, entitled "Preexisting Conditions", paragraph (a), two (2) instances, remove "November 9, 2004" and replace with **"February 1, 2005"**.

ATTACHMENT NO. 1

SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT
FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement, effective the 1st day of February 2005, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Battelle Energy Alliance, LLC, (hereinafter referred to as "Contractor") as corporation/legal entity, existing under the laws of the State of Delaware and U. S. Bank Association, national banking association, existing under the laws of the State of United States of America located at 425 Walnut Street, Cincinnati, Ohio (hereinafter referred to as "Financial Institution").

I. RECITALS

1. On the effective date of February 1, 2005, DOE and the Contractor entered into Contract No. DE-AC07-05ID14517 for the management and operation of the Idaho National Laboratory (INL), providing for the transfer of Government funds on a payment-cleared basis to the Contractor.
2. DOE requires that amounts transferred to the Contractor under said contract be deposited in a special demand deposit account or accounts at a financial institution covered by Department of the Treasury – approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

3. The special demand deposit account(s) shall be designated:
 - a. Master Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - b. * Payroll Account (Check) – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - c. * Payroll Account (Direct Deposit) – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - d. * Accounts Payable Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
 - e. ** Royalty Account – Battelle Energy Alliance, LLC
Contract No. DE-AC07-05ID14517 Department of Energy
- * Zero balance accounts closed to the Master Account on a daily basis.
** The Royalty Account is not part of the payments cleared financing arrangement

II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds properly withdrawn from said Account(s). After receipt by the Financial Institution of written directions from the Contractor, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor, and purporting to be signed by, or signed at the written direction of the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, shall be considered as having been properly issued and filed with the Financial Institution by the Contractor.
3. DOE, the Contractor, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under this Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), the Financial Institution shall promptly notify the Contractor at:

Brian Sack
Director - Business Management and Chief Financial Officer
Battelle Energy Alliance, LLC
PO Box 1625
2525 Fremont Avenue
Idaho Falls, ID 83415-3115

5. The Contractor shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account(s). The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is

affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement 00040003, effective February 1, 2005. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

OR

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement 00040003, effective February 1, 2005, in consideration of the placement by DOE of a noninterest-bearing time deposit with the Financial Institution in an amount agreed upon as shown on the form "Calculation of Time Account Balance Required" contained in the Financial Institutions proposal dated January 3, 2005. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement. The Contractor shall withdraw \$2,880,417.01 in funds from the special demand deposit account and use such funds to make a noninterest-bearing time deposit in a separate account in the Financial Institution. This account will hereinafter be defined as the time deposit account. The funds in the time deposit account will remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE

6. The Financial Institution shall post collateral, acceptable under Department of the Treasury Manual I TFM 6-9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on February 1, 2005 and ending January 31, 2010, unless earlier terminated as provided in this Agreement.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

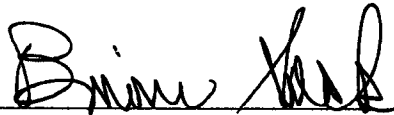
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract, referenced in Recital (I.1.) between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractors' special demand deposit accounts(s) for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that Account(s) sufficient funds to cover all outstanding payment items presented for payment. All service charges shall be consistent with the amount in effect during the period of this Agreement.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications", "Schedule of Financial Institution Processing Charges", and "Calculation of Time Account Balance Required." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of five pages, including signature pages, to be executed as of the day and year first above written.

FOR BATTELLE ENERGY ALLIANCE, LLC

Signature



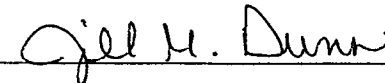
Name: Brian Sack

Title: Director - Business Management and Chief Financial Officer

Date: 1/10/05

FOR THE FINANCIAL INSTITUTION

Signature

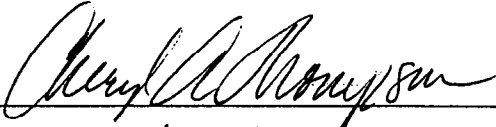


Name: Jill M. Dunn - U.S. Bank

Title: V.P. & Relationship Manager


Date: 1/12/05

FOR THE UNITED STATES OF AMERICA, DOE

Signature 
Name: CHERYL A. THOMPSON
Title: Contracting Officer
Date: 1/18/05

CERTIFICATE

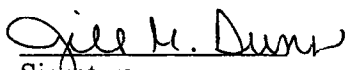
I, Brian Sack, certify that I am the Director - Business Management and Chief Financial Officer of the corporation named as Contractor herein; and is the "Authorized Person" of said corporation, and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


Signature

(Corporate Seal)

CERTIFICATE

I, Jill M. Dunn, certify that I am the ^{V.P. + Relationship Manager} ~~Secretary~~ of the corporation named as Financial Institution herein; that Jill M. Dunn who signed this Agreement on behalf of the Financial Institution is ^{V.P. + Relationship Manager} of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


Signature

(Corporate Seal)

Part I Section H
Special Contract Requirements

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¹ Clause H.28 Changed to reflect Provisional Fee Verbiage under Mod M005

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² I.10 Replaced Under Modification M005

² I.43 Replaced Under Modification M005

¹ I.59 Incorporated By Modification M002