

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. A288	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. 08RL13200.003		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Richland, WA 99352		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352			(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE				9B. DATED (SEE ITEM 11)
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-96RL13200
				10B. DATED (SEE ITEM 13) 08/06/96

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 or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See attached detail

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 Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

OBLIGATION NOTICE NUMBER 3 (FY 2008)

- A. This modification incorporates replacement page B-1, and increases the amount of funds obligated to this contract by \$11,203,059.19 from \$8,543,780,129.07 to \$8,554,983,188.26. See accounting and appropriation detail on enclosed Financial Plan Report (FPR) Number 3 incorporated into this modification. Funds must be controlled by program parent within each reporting entity, except for work performed for other DOE entities, federal entities, and non-federal entities, which must be controlled by individual work order.
- B. The first sentence of Contract Clause B.2, Obligation of Funds, is changed to read as follows: "The amount presently obligated by the Government with respect to this contract is eight billion, five hundred fifty-four million, nine hundred eighty-three thousand, one hundred eighty-eight dollars and twenty-six cents (\$8,554,983,188.26)." Replacement contract page B-1, with updated Clause B-2 language, is page two of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David E. Stromberg, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, operating and implementing a full range of Hanford programs, projects, and other activities as set forth in Section C. The Contractor shall, in accordance with the terms of this contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, or as may be directed by the Contracting Officer within the scope of this contract.

B.2 OBLIGATION OF FUNDS

The amount presently obligated by the Government with respect to this contract is eight billion, five hundred fifty-four million, nine hundred eighty-three thousand, one hundred eighty-eight dollars and twenty-six cents (\$8,554,983,188.26). Such amount may be increased unilaterally by DOE Contracting Officer written notice to the Contractor and may be increased or decreased by modification to the contract. Estimated collections from others for work and services to be performed under this contract are not included in the funds currently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the DOE Contracting Officer. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans, such as the Financial Plan Report (for individual orders of work for other DOE offices and non-DOE funded work only), established by DOE and furnished to the Contractor from time to time under this contract, unless written direction is provided by the DOE Contracting Officer.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds currently obligated by Program Parent controls and specific limitations identified in Contract Modifications to Section B.2 and Financial Plan Reports (for individual orders of work for other DOE offices and non-DOE funded work only), without the written consent of the DOE Contracting Officer, shall be at the Contractor's risk.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, operating and implementing a full range of Hanford programs, projects, and other activities as set forth in Section C, *Statement of Work*. The Contractor shall in accordance with the terms of this contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, or as may be directed by the Contracting Officer within the scope of this Contract.

B.2 OBLIGATION OF FUNDS

The amount presently obligated by the Government with respect to this contract is eight billion, five hundred fifty-four million, nine hundred eighty-three thousand, one hundred eighty-eight dollars and twenty-six cents (\$8,554,983,188.26). Such amount may be increased unilaterally by DOE Contracting Officer written notice to the Contractor and may be increased or decreased by modification to the contract. Estimated collections from others for work and services to be performed under this contract are not included in the funds currently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the DOE Contracting Officer. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans, such as the Financial Plan Report (for individual orders of work for other DOE offices and non-DOE funded work only), established by DOE and furnished to the Contractor under this Contract, unless written direction is provided by the DOE Contracting Officer.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds currently obligated by Project Code controls and specific limitations identified in Contract modifications to Section B.2 and Financial Plan Reports (for individual orders of work for other DOE offices and non-DOE funded work only), without the written consent of the DOE Contracting Officer, shall be at the Contractor's risk

Financial Plan Report - Detail

Contract Modification Number: A288

Rpt Entity: RL Fluor Daniel

RL13200 - Fluor Hanford Inc.

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
421701	00555	2Y	1720578	600306000	25400	0000000	0000000	0421511	AGR1RHB18	0.00	0.00	1,860.19	1,860.19	1,860.19
<i>AY 2008 - RFS 1RHB18 SAupp #11</i>														
421701	00555	2Y	1720578	600306000	25400	0000000	0000000	0421514	AGR1RHB19	0.00	0.00	1,809.00	1,809.00	1,809.00
<i>AY 2008 - RFS 1RHB19 Supp #5</i>														
Total for Program Parent/Control Point: 600000000										0.00	0.00	3,669.19	3,669.19	3,669.19
Total for Fund Type: 2Y										0.00	0.00	3,669.19	3,669.19	3,669.19
421701	00900	TC	2221775	DP4015011	25400	0000000	0000000			0.00	0.00	178,390.00	178,390.00	178,390.00
<i>AY 2008 - RAP RFS#1W4H29 - funding to cover the first CR</i>														
Total for Program Parent/Control Point: DP4000000										0.00	0.00	178,390.00	178,390.00	178,390.00
Total for Fund Type: TC										0.00	0.00	178,390.00	178,390.00	178,390.00
421701	01250	TP	1110459	EW1001203	23300	0420508	0001539	0000000		0.00	152,000.00	0.00	152,000.00	152,000.00
421701	01250	TP	1110462	EW1001206	25400	0420130	0001539	0000000		0.00	0.00	4,000.00	4,000.00	4,000.00
<i>AY 2008 - 10/23/07 - Provide incremental funding for FY08 computer systems support services (1PD501.001).</i>														
421701	01250	TP	1110462	EW1001206	25400	0420140	0001539	0000000		0.00	0.00	1,000.00	1,000.00	1,000.00
<i>AY 2008 - 10/23/07 - Providing incremental funding for Site Tours (RL13200.1PD503.001).</i>														
421701	01250	TP	1110462	EW1001206	25400	0420143	0001539	0000000		0.00	0.00	6,000.00	6,000.00	6,000.00
<i>AY 2008 - 10/23/07 - Providing incremental funding for allocable share of FH managed base services to DOE-ORP (RL13200.1PD504.002).</i>														
421701	01250	TP	1110462	EW1001206	25400	0420437	0001539	0000000		0.00	12,000.00	0.00	12,000.00	12,000.00
421701	01250	TP	1110462	EW1001206	25400	0420449	0001539	0000000		0.00	26,000.00	0.00	26,000.00	26,000.00
421701	01250	TP	1110462	EW1001206	25400	0420465	0001539	0000000		0.00	85,000.00	0.00	85,000.00	85,000.00
421701	01250	TP	1110462	EW1001206	25400	0420492	0001539	0000000		0.00	13,300.00	0.00	13,300.00	13,300.00
421701	01250	TP	1110462	EW1001206	25400	0420516	0001539	0000000		0.00	28,500.00	0.00	28,500.00	28,500.00
421701	01250	TP	1110462	EW1001206	25400	0420524	0001539	0000000		0.00	2,000.00	0.00	2,000.00	2,000.00
421701	01250	TP	1110462	EW1001206	25400	0427042	0001539	0000000		0.00	14,500.00	0.00	14,500.00	14,500.00
Total for Program Parent/Control Point: EW1000000										0.00	333,300.00	11,000.00	344,300.00	344,300.00
421701	01250	TP	1110820	EY5042111	25400	0000000	0001520	0000000		0.00	9,000,000.00	0.00	9,000,000.00	9,000,000.00
Total for Program Parent/Control Point: EY5042111										0.00	9,000,000.00	0.00	9,000,000.00	9,000,000.00
421701	01250	TP	1110826	EY5042121	25400	0000000	0001521	0000000		0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
Total for Program Parent/Control Point: EY5042121										0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
421701	01250	TP	1110842	EY5142130	25400	0000000	0001522	0000000		0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
Total for Program Parent/Control Point: EY5142130										0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
421701	01250	TP	1110849	EY5142401	25400	0000000	0001525	0000000		0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
<i>AY 2008 - Represents initial allocation from CR through November 15, 2007.</i>														
421701	01250	TP	1110849	EY5142401	32002	0427066	0001525	0000000		0.00	92,000.00	0.00	92,000.00	92,000.00
421701	01250	TP	1110849	EY5142401	32002	0427067	0001525	0000000		0.00	90,000.00	0.00	90,000.00	90,000.00
Total for Program Parent/Control Point: EY5142401										0.00	182,000.00	1,000,000.00	1,182,000.00	1,182,000.00
421701	01250	TP	1110922	EY804910H	25400	0000000	0000700	0000000		0.00	0.00	10,000.00	10,000.00	10,000.00

Financial Plan Report - Detail

RL13200 - Fluor Hanford Inc.

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
											Previous	Change	Revised	
<i>AY 2008 - RFS 1W3N10, Initial FY08 funds of \$10K.</i>														
Total for Program Parent/Control Point: EY804910A										0.00	0.00	10,000.00	10,000.00	10,000.00
421701	01250	TP	1111148	FS5042010	25400	0000000	0001523	0000000		0.00	0.00	6,400,000.00	6,400,000.00	6,400,000.00
<i>AY 2008 - Safeguards & Security - Protective Force funding through first CR</i>														
421701	01250	TP	1111149	FS5042020	25400	0000000	0001523	0000000		0.00	0.00	1,200,000.00	1,200,000.00	1,200,000.00
<i>AY 2008 - Safeguards and Security - Physical Security Systems funding through first CR</i>														
421701	01250	TP	1111151	FS5042040	25400	0000000	0001523	0000000		0.00	0.00	100,000.00	100,000.00	100,000.00
<i>AY 2008 - Safeguards and Security - Information Security funding through first CR</i>														
421701	01250	TP	1111152	FS5042050	25400	0000000	0001523	0000000		0.00	0.00	300,000.00	300,000.00	300,000.00
<i>AY 2008 - Safeguards & Security - Cyber Security funding through first CR</i>														
421701	01250	TP	1111153	FS5042060	25400	0000000	0001523	0000000		0.00	0.00	200,000.00	200,000.00	200,000.00
<i>AY 2008 - Safeguards & Security - Personnel Security funding through first CR</i>														
421701	01250	TP	1111154	FS5042070	25400	0000000	0001523	0000000		0.00	0.00	300,000.00	300,000.00	300,000.00
<i>AY 2008 - Safeguards & Security - MC&A funding through first CR</i>														
421701	01250	TP	1111156	FS5042090	25400	0000000	0001523	0000000		0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00
<i>AY 2008 - Safeguards & Security - Program Management funding through first CR</i>														
Total for Program Parent/Control Point: FS5042010										0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00
Total for Fund Type: TP										0.00	24,015,300.00	11,021,000.00	35,036,300.00	35,036,300.00
421701	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0425039	RNALD PENSION&BEN 1W	0.00	1,800,000.00	0.00	1,800,000.00	1,800,000.00
Total for Program Parent/Control Point: YN1901000										0.00	1,800,000.00	0.00	1,800,000.00	1,800,000.00
Total for Fund Type: YZ										0.00	1,800,000.00	0.00	1,800,000.00	1,800,000.00
Total for Recipient Code: RL										0.00	25,815,300.00	11,203,059.19	37,018,359.19	37,018,359.19
Total for Reporting Entity: 421701										0.00	25,815,300.00	11,203,059.19	37,018,359.19	37,018,359.19
Total for RL13200 - Fluor Hanford Inc.										0.00	25,815,300.00	11,203,059.19	37,018,359.19	37,018,359.19