

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DX	PAGE OF PAGES 1 4
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2. CONTRACT (Proc. Inst. Ident.) NO. 89233018CNR000004/P00015	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 19NR000192
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5. ISSUED BY CODE 892330	6. ADMINISTERED BY (If other than Item 5) CODE 01112
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NNSA Naval Reactors Lab Field Ofc PNR - West Mifflin U.S. Department of Energy Pittsburgh Naval Reactors Office P.O. Box 109 West Mifflin PA 15122	NRLFO - Sch U.S. Department of Energy Naval Reactors Laboratory Field Office - Sch P. O. Box 1069 Schenectady NY 12301-1069 <div style="text-align: right;">SCD-A</div>
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Fluor Marine Propulsion, LLC Attn: David Palmer 2300 Clarendon Boulevard Suite 1110 Arlington VA 22201	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM

11. SHIP TO/MARK FOR CODE 081071051 FACILITY CODE 01111	12. PAYMENT WILL BE MADE BY CODE 01111
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NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Office - Pgh P. O. Box 109 West Mifflin PA 15122-0109	NRLFO - Pgh U.S. Department of Energy Naval Reactors Laboratory Field Office - Pgh P. O. Box 109 West Mifflin PA 15122-0109
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT ▶ \$17,000,250,000.00

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Marie T. Z. Pastor
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>		BY <u>Marie T. Z. Pastor</u> <i>(Signature of the Contracting Officer)</i>	09/25/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89233018CNR000004/P00015

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NAME OF OFFEROR OR CONTRACTOR
Fluor Marine Propulsion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	<p>DUNS Number: 081071051</p> <p>The purpose of Modification No. P00015 to 89233018CNR000004 is to decrease obligations on Line Item 0002 and the contract. Additionally, a change is made to Clause H-8, Changes, to identify an additional Contracting Officer.</p> <p>Accordingly, Line Item 00002 obligations are decreased by \$315,796.12 from \$2,261,979,846.78 to \$2,261,664,050.66. Total contract obligations are decreased by \$315,796.12 from \$2,262,229,846.78 to \$2,261,914,050.66. Reimbursable Work funds are \$144,544,346.07. The Obligation of Funds clause 970.5232-4 at Section I is revised to reflect total obligations on the contract.</p> <p>Section H, Page 5 is revised as stated. FOB: Destination Period of Performance: 10/01/2018 to 09/30/2023</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>Management and Operation of the Naval Nuclear Laboratory (NNL), Base Term Line item value is: \$8,500,000,000.00 Incrementally Funded Amount: \$2,261,664,050.66</p> <p>By acknowledgement of this Modification No. P00015 to Contract No. 89233018CNR000004, Contractor agrees that the scope of work required is understood by the Contractor; that there are no informal commitments by the Government or the Contractor; that there are no open or unresolved issues related to this modification except as explicitly stated herein; and that the Contractor therefore understands and agrees that the modification states the complete agreement of the parties.</p>				8,500,000,000.00

970.5232-4 Obligation of Funds (DEC 2000)

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$2,261,914,050.66 (including \$144,544,346.07 in Reimbursable Work funds). Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently 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 Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this contract.
- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the Contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the Contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of-
- (1) collections accruing to the Contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract; and
- (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.
- (c) Notices-Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the Contractor's best estimate of collections to be received and available during the day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only days and to cover the Contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the Contractor's fee then earned but not paid and any negotiated fixed amounts, is in the Contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the Contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- (d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees-
- (1) To comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
- (2) To comply with other requirements of such plans and directives; and

provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. The DOE reserves the right to direct the Contractor to transfer to the DOE or another Contractor any subcontract awarded under this contract. The Contractor accepts responsibility to complete existing subcontracted work.

7. BUDGET APPROVALS AND MANPOWER

Pursuant to DEAR 970.5232-4, *Obligation of Funds*, the Contractor agrees to comply with specific limitations set forth in NR financial plans and other directives including, but not limited to, budget approvals (e.g., Naval Reactors Technical/Budget plans, capital purchases, education and training, travel and overtime), laboratory personnel ceilings, manpower allocations and economic parameters.

Within six months after commencement of operations, the Contractor shall submit to the Contracting Officer for approval, a proposal for establishing the policies, practices and procedures for a labor cost ceiling. The intent is to include all labor costs in the ceiling including wages, salaries, benefits and deferred compensation for all employees. This change should be implemented no later than 10/1/2019.

8. CHANGES

Each of the following Government representatives has been delegated Contracting Officer authority and is authorized to make changes to this contract in accordance with DEAR 970.5243-1, *Changes*:

M. J. Brott
J. L. Heynes
D. J. Ebona
T. M. Weis
M. Z. Pastor

No changes to this contract will be recognized by the Government unless made by a Government representative designated by name in this contract and substantiated by a formal written change order. Changes made by the Contractor, unless so authorized by a written change order, shall be made at the sole risk of the Contractor with no financial recourse against the Government. The designated Government representatives for authorizing changes to this contract are those listed above. Limitations, changes or additions to the listing of designated Government representatives may be made by the Government by written notice to the Contractor.

9. COMMUNICATIONS WITH GOVERNMENT AGENCIES

The Contractor agrees to accept Naval Reactors (NR)/Naval Reactors Laboratory Field Office (NRLFO) as the single point of contact with state or local and all Federal Government agencies or offices in all matters within the scope of this contract, except as otherwise approved by the Government in writing.

10. COMMUNITY SERVICE ACTIVITIES

The Contractor will be reimbursed for reasonable costs incidental to employee participation in community service activities (e.g. campaigns to solicit for charitable contributions like United Way, periodic blood bank drives). Official time used to support community service activities shall be reasonable to avoid excessive lost time.

11. CONFERENCE MANAGEMENT (DOE-H-2068 MODIFIED) (OCT 2015)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/National Nuclear Security Administration's (NNSA) commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of the NNPP as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.