

# AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 004

2. EFFECTIVE DATE – 2/4/2021

3.  
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4. ISSUED BY: **Fluor-BWXT Portsmouth LLC**  
**P.O. Box 548**  
**3930 US Route 23 South**  
**Piketon, OH 45661**

5. NAME AND ADDRESS OF CONTRACTOR (*Name, street, county, state &, zip code*)

6. AMENDMENT OF (RFP) SOLICITATION NO.

DATE

FBP21SC92744

2/4/21

7.

The above numbered solicitation is amended as set forth in Item 8. The hour and date specified for receipt of Offers      is extended  X  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 5 and 9, 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 e-mail which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT 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 e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 8. DESCRIPTION OF AMENDMENT

Except as provided herein, all terms and conditions of the document remain unchanged and in full force and effect.

Please see the below questions and answer in regards to to Indemnity requirements:

"Will FBP please clarify that FBP shall provide indemnification and hold harmless to [sic] the Equipment Rental Vendor for any and all use and/or damages sustained to the equipment and/or personnel while the equipment is operated by FBP Operators?"  
Indemnities under the subcontract will be as follows:

- 1) FBP agrees to indemnify and hold Equipment Rental Vendor (ERV) harmless for damage or injury, whether to persons or property, caused by an FBP employee while operating equipment provided by ERV in the normal course of FBP's contract performance.
- 2) The foregoing indemnity excludes mobilization and demobilization activities required for ERV to get the equipment to and from the site in good working condition, along with any onsite assembly, setup, tear down or other such pre or post-operation activities performed by ERV.
- 3) ERV agrees to indemnify and hold FBP harmless for any damages or injury, whether to FBP employees or agents, third persons or property, caused by the activities listed in #2 above. This includes any damages or injuries caused by equipment failures, mechanical failures, defects, whether latent or patent, or other such malfunctions arising from such pre or post-operation activities.
- 4) Both Parties agree to indemnify and hold harmless the other for negligent, reckless, grossly negligent, or intentional acts of their employees or agents to the extent of that employee's negligence, recklessness or intentional act's contribution to the damage.
- 5) ERV shall be responsible for injuries incurred by its own employees at all times, with the sole exception of paragraphs 1 and 4 above, to the extent an FBP employee or agent contributed to the injury. ERV will be expected to carry appropriate and sufficient insurance for onsite maintenance activities which is also inclusive but not limited to mobilization and demobilization activities.
- 6)

Please note this is not the full clause language, but is the full extent of the indemnities and exclusions included in the contract.

9A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		10A. Fluor BWXT Portsmouth LLC Brady Barnhart, FBP Contracts Supervisor	
9B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	9C. DATE SIGNED	10B.  <i>(Signature)</i>	10C. DATE SIGNED 2/4/21