FERMI FORWARD DISCOVERY GROUP, LLC

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

Table of Contents

CLAUSE 1 - GENERAL PROVISIONS 3

1.1 DEFINITIONS 3

1.2 SCOPE OF SUBCONTRACT (CONSTRUCTION) 4

1.3 INDEPENDENT CONTRACTOR 4

1.4 ASSIGNMENT 4

1.5 ACCEPTANCE OF SUBCONTRACT 4

1.6 TIME IS OF THE ESSENCE 5

CLAUSE 2 - PAYMENT (CONSTRUCTION) 5

CLAUSE 3 - SUPERINTENDENCE BY SUBCONTRACTOR 7

CLAUSE 4 - LICENSES AND PERMITS 7

CLAUSE 5 - CHANGES AND MODIFICATIONS 7

5.1 CHANGES (CONSTRUCTION) 7

5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN 8

CLAUSE 6 - INDEMNIFICATION AND LIABILITIES 9

6.1 INDEMNIFICATION 9

6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE 9

6.3 THEFT 9

6.4 WARRANTY (CONSTRUCTION) 10

CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS 10

7.1 TERMINATION 10

7.2 NON-WAIVER OF DEFAULTS 11

CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; AND APPLICABLE LAW 11

8.1 LAWS AND REGULATIONS 11

8.2 DISPUTES 11

8.3 APPLICABLE LAW 12

CLAUSE 9 - RELEASE OF INFORMATION 12

CLAUSE 10 - NOTIFICATIONS 12

CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE 13

CLAUSE 12 - SITE AND FACILITIES ACCESS; SITE INVESTIGATION (CONSTRUCTION) 13

12.1 SITE AND FACILITIES ACCESS 13

12.2 SITE INVESTIGATION AND CONDITIONS AFFECTING WORK (CONSTRUCTION) 14

CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H) 14

CLAUSE 14 - STOP-WORK AND SUSPENSION OF WORK ORDERS (CONSTRUCTION) 14

14.1 STOP-WORK ORDER (FAR 52.242-15 (AUG 1989)) 14

14.2 SUSPENSION OF WORK (CONSTRUCTION) (FAR 52.242-14 (APR 1984)) 15
CLAUSE 15 - INSURANCE AND BONDS 16
15.1 INSURANCE 16
15.2 BONDS FOR CONSTRUCTION WORK 16
15.3 ADDITIONAL BOND SECURITY 17
CLAUSE 16 - DAVIS-BACON ACT AND CONSTRUCTION WAGES 17
CLAUSE 17 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (CONSTRUCTION) 17

CLAUSE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

As used throughout this Subcontract, the following terms have the meanings set forth below:

"CFR" means the Code of Federal Regulations.

"Commercial product," "commercial service," and "commercially available off-the-shelf (COTS) item" have the meanings contained in Federal Acquisition Regulation, FAR, 2.101, Definitions.

"DEAR" means the Department of Energy Acquisition Regulation.

"DOE" means the United States Department of Energy or any duly authorized representative thereof.

"FFDG" means Fermi Forward Discovery Group, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. 89243024CSC000002, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FFDG is the contracting entity for this Subcontract.

"FAR" means the Federal Acquisition Regulation.

"Fermilab" means the physical site and property that is the Fermi National Accelerator Laboratory.

"FFDG Procurement Representative" shall mean the person in charge of administering this Subcontract for FFDG or his or her written designee.

"Government" means the Government of the United States acting through the United States Department of Energy or its successor.

"Subcontract" means this Subcontract between FFDG and the Subcontractor. "Sub-subcontracts" means the Subcontractor's subcontracts. Except as otherwise provided in this Subcontract, "sub-subcontracts" includes purchase orders under this Subcontract.

"Subcontractor" means the party that has entered into this Subcontract with FFDG. The lower case "subcontractor" means sub-subcontractors.

When an article, provision, or clause in this Subcontract uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition in the Subcontract;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the

provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception or different definition set forth in 1.1 applies.

1.2 SCOPE OF SUBCONTRACT (CONSTRUCTION)

This Subcontract is entered into under FFDG's Prime Contract No. 89243024CSC000002 with DOE for the operation and management of the Fermi National Accelerator Laboratory.

The scope of this Subcontract is construction as set forth in the Subcontract, including the Statement of Work, and any incorporated documents.

Subcontractor shall perform the work in a workmanlike manner, using new materials unless otherwise authorized by the specifications, in conformance with the specifications.

1.3 INDEPENDENT CONTRACTOR

The Subcontractor is, and shall act as, an independent Subcontractor and the Subcontractor shall not be or act as the agent, employee, or servant of FFDG or the Government. Without limiting the generality of the foregoing, it is understood and agreed that:

(a) All persons employed by the Subcontractor in the performance of this agreement shall be employees of the Subcontractor and not employees of FFDG or the Government,

(b) This Subcontract does not create a joint employer relationship for FFDG or the Government; and

(c) The Subcontractor shall not enter into any contract with a third party that purports to obligate or bind FFDG or the Government.

1.4 ASSIGNMENT

Neither this Subcontract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by FFDG. Subcontractor shall inform FFDG of the transfer of Seller's assets, rights, obligations and/or liabilities under this Agreement to a separate legal entity and submit written proof of such transfer. Subcontractor also shall inform FFDG of a corporate name change and submit documents as proof of such a change. The parties must enter into and execute a Novation Agreement or Name Change Agreement for assignment by Subcontractor to be effective. FFDG may assign, without Subcontractor's consent, the whole or any part of this Subcontract to the Government or its designee or to a successor contractor for operation and management of the Fermi National Accelerator Laboratory, and in such event this Subcontract shall continue in full force and effect.

1.5 ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not accepted, shall only constitute a proposal for modification of the Subcontract, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

1.6 TIME IS OF THE ESSENCE

Subcontractor acknowledges and agrees that time is of the essence in the performance of the work required by the Subcontract.

CLAUSE 2 - PAYMENT (CONSTRUCTION)

FFDG shall pay the Subcontractor the Subcontract price in accordance with the terms and conditions of this Subcontract. FFDG shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by FFDG, in its sole discretion, for work performed that meets the standards of quality established under the Subcontract, and as approved by FFDG. Upon commencement of the work, the Subcontractor shall furnish a breakdown of the total Subcontract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested to provide a basis for determining progress payments, in such detail as requested by FFDG. Such request for payment shall be certified as set forth below and supported by all data substantiating the Subcontractor's right to payment as the Subcontract and the FFDG may require and shall reflect the retainage set forth below. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work with the written consent of FFDG. Material delivered to the Subcontractor at locations other than the site may also be taken into consideration if:

(a) Consideration is specifically authorized by this Subcontract;

(b) The Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this Subcontract;

(c) The Subcontractor provides for the off-site storage at a secure, bonded, and insured facility in such a manner that the material is segregated from material owned by others and is clearly labeled as material owned by Fermi Forward Discovery Group, LLC on behalf of the U.S. Department of Energy; and

(d) The Subcontractor maintains responsibility for transportation to and installation in the project, and insuring the material until it is installed in the project.

Along with each request for progress payments, the Subcontractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that –

(a) The amounts requested are only for performance of the work in accordance with the drawings, specifications, terms, and conditions of the Subcontract;

(b) Payments to sub-subcontractors and suppliers have been made from previous payments received under the Subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub-subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not include any amounts which the Subcontractor intends to withhold or retain from a sub-subcontractor or supplier in accordance with the terms and conditions of the sub-subcontract.

_____
(Name)

_____
(Title)

_____
(Date)

If the Subcontractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Subcontractor that fails to conform to the drawings, specifications, terms, and conditions of this Subcontract (hereinafter referred to as the "unearned amount"), the Subcontractor shall –

(a) Notify FFDG of such performance deficiency; and

(b) Be obligated to pay FFDG an amount (computed by FFDG in the manner provided in 31 U.S.C.3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until—

(i) The date the Subcontractor notifies FFDG that the performance deficiency has been corrected; or

(ii) The date the Subcontractor reduces the amount of any subsequent certified request for progress payment by an amount equal to the unearned amount.

In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the Subcontract work. However, if FFDG finds that satisfactory progress is being achieved, it may authorize the making of payments in which a lesser percentage is retained. When the work is substantially complete, FFDG shall retain an amount it considers adequate for the protection of the Government and may release to the Subcontractor all or any portion of any excess amount. Also, on completion and acceptance of each separate building, public work, or other division of the Subcontract, on which the price is stated separately in the Subcontract, payment may be made therefore without retention of a percentage if authorized by FFDG in writing.

All material and work covered by progress payments made shall at the time of payment become the sole property of the Government, but this provision shall not be construed as (a) relieving the Subcontractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (b) waiving the right of FFDG to require the fulfillment of all terms of the Subcontract.

In making these progress payments, FFDG shall, upon request, reimburse the Subcontractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Subcontractor has furnished evidence of full payment to the surety. The retainage provisions above shall not apply to that portion of progress payments attributable to bond premiums.

Final payment of the Subcontract price shall not become due to the Subcontractor under this Subcontract until FFDG's receipt and acknowledgement of: (a) completion and FFDG's acceptance of all work; (b) presentation of a properly executed pay application; (c) Subcontractor's delivery to FFDG of all required deliverables; (d) evidence that payment to the sub-subcontractors has been made in full or will be made in full upon receipt of final payment; (e) a certificate evidencing that insurance required by the Subcontract to remain in force and effect after final payment and will not be cancelled, allowed to expire, or materially modified until at least 30 days' written notice has been provided to the FFDG; (f) if required by FFDG, other data establishing payment or satisfaction of obligations, such as receipts, and (g) presentation of a release of all claims against FFDG, including claims against funds due FFDG and the payment bond, and claims arising by virtue of this Subcontract, other than claims in stated amounts that the Subcontractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Subcontractor's claim to amounts payable under this Subcontract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C. 15).

Notwithstanding any provision of this Subcontract, progress payments shall not exceed 80 percent on work accomplished on un-definitized Subcontract actions. A "Subcontract action" is any action resulting in a Subcontract, as defined in FAR Subpart 2.1, but not including Subcontract modifications that are within the

scope and under the terms of the Subcontract, such as Subcontract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

FFDG may withhold payment from a request for progress payment to the extent reasonably necessary to protect FFDG and the Government because of (a) defective work not remedied; (b) third-party claims filed; (c) failure of Subcontractor to properly make payments to sub-subcontractors, vendors or suppliers; (d) reasonable evidence that the work cannot be completed for the unpaid balance of the Subcontract price; (e) damaged caused by Subcontractor to FFDG, the Government or a FFDG separate contractor's work; (f) reasonable evidence that the work will not be completed by the time for completion set forth in the Subcontract, including failure by the Subcontractor to provide an updated schedule or an acceptable recovery schedule; or (g) failure to perform the work in accordance with the Subcontract, terms and conditions, drawings and specifications.

CLAUSE 3 - SUPERINTENDENCE BY SUBCONTRACTOR

At all times during performance of this Subcontract, and until the work is completed and accepted, the Subcontractor shall directly superintend the work or assign and have on the worksite a competent superintendent and any necessary assistants, each of whom must be satisfactory to FFDG. The superintendent shall not be changed except with the consent of FFDG, unless the superintendent proves to be unsatisfactory to the Subcontractor or ceases to be in its employ. The superintendent shall have the authority to act for the Subcontractor in the Subcontractor's absence; and all notices, directions, and instructions given to the superintendent shall be as binding as if given to the Subcontractor.

The Subcontractor shall give efficient supervision of the work, using its best skill and attention. It shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to FFDG any error, inconsistency, or omission that it may discover.

CLAUSE 4 - LICENSES AND PERMITS

The Subcontractor shall maintain all applicable licenses and permits in good standing with the appropriate jurisdiction or governing body throughout the term of this Subcontract. Subcontractor shall immediately notify FFDG of any change in the good standing status of its licenses or permits. Failure by the Subcontractor to maintain applicable licenses in good standing or permits is cause for immediate termination of this Subcontract by FFDG.

CLAUSE 5 - CHANGES AND MODIFICATIONS

5.1 **CHANGES (CONSTRUCTION)**

FFDG may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Subcontract, including changes:

(a) In the specifications (including drawings and designs);
(b) In the method or manner of performance of the work;
(c) In the FFDG furnished facilities, equipment, materials, services, or site; or
(d) Directing acceleration in the performance of the work.

Any other written order (which, as used in this paragraph includes written direction, instruction, interpretation, or determination) from FFDG that causes change shall be treated as a change order under this clause, provided that the Subcontractor gives FFDG written notice stating (a) the date, circumstances, and source of the order and (b) that the Subcontractor regards the order as a change order. The Subcontractor shall proceed promptly with changes in the work unless otherwise provided in the change order.

Except as provided in this clause, no order, statement, or conduct of FFDG shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the work and no claim that FFDG has been unjustly enriched by an alteration or addition to the work, whether there is any unjust enrichment, shall be the basis of any claim for adjustment in compensation due the Subcontractor or in connection with the work or for adjustment in any time period provided for under the Subcontract. Moreover, the Subcontractor hereby waives and forfeits all claims that any work, services, or other activities were performed pursuant to any contract or other agreement separate from the Subcontract. Subcontractor shall not receive any additional compensation or any adjustment in the Subcontract price or time of performance in connection with any work, services or other activities of the Subcontractor pertaining to the work unless such work, services or other activities is authorized in a change order or a written directive, as more specifically described in this section.

If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this Subcontract, and the Subcontractor properly provides notice of the change and submits all required support for such change to FFDG in accordance with this section and the Subcontract, FFDG shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change shall be made for any costs incurred more than 30 days before the Subcontractor gives written notice as required. In the case of defective specifications for which FFDG is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor in attempting to comply with the defective specifications.

The Subcontractor must assert its right to an equitable adjustment under this clause and submit its proposal in support thereof, within 30 days after: (a) receipt of a written change order; or (b) the furnishing of a written notice submitting to FFDG a written statement describing the general nature and amount of the proposal, unless this period is extended by FFDG.

No claim by the Subcontractor for an equitable adjustment based on changes made by FFDG shall be allowed if asserted after final payment under this Subcontract. Adjustments to Subcontract price and time for performance shall be memorialized in a Supplemental Agreement or Subcontract Modification. Each Supplemental Agreement or Subcontract Modification shall constitute a final settlement of all matters relating to the change in the work which is the subject of the change order, including, but not limited to, all adjustments to the Subcontract price and time for performance, if any, included with that change order.

5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Subcontractor, in connection with any proposal made for a Subcontract modification, shall furnish a price breakdown, itemized as required by FFDG. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-subcontract, overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for sub-subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The justification shall be furnished by the date specified by FFDG.

When costs are a factor in any determination of a Subcontract price adjustment under any clause of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31.2 of the FAR and Subpart 931.2 of the DEAR in effect on the date of this Subcontract.

CLAUSE 6 - INDEMNIFICATION AND LIABILITIES

6.1 INDEMNIFICATION

To the extent permitted by law, the Subcontractor shall indemnify and hold harmless FFDG, The University of Chicago, Universities Research Association, Inc., and the United States Government, their officers, agents, servants, and employees from any and all liability for losses, expenses, damages, demands, and claims, and shall defend any claim, suit, or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs, and expenses, including attorneys' fees, in connection with or resulting from such claim, suit, or action that arise in whole or in part from any negligent or willful act or omission of the Subcontractor, its employees, agents of subcontractors, material suppliers, or anyone for whose acts they may be liable,

In claims against any person or entity identified under this Clause by an employee of the Subcontractor or any Sub-tier subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Clause shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Subcontractor or Sub-tier subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Subcontractor under this Clause regarding liability and indemnification will survive the final completion or termination of this Subcontract.

6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Subcontractor assumes all risks and responsibility for damage to its work and materials from fire, earthquake, storm, or other causes prior to the completion and final acceptance of the work by FFDG. The Subcontractor shall, at its own expense, repair and/or replace any work or materials damaged or destroyed. Subcontractor: (i) acknowledges and agrees that operations will be ongoing at Fermilab during performance of the Subcontractor's work, and (ii) agrees to perform Subcontractor's work in such a manner so as to (a) not interfere with such operations or inconvenience FFDG's employees or agents at Fermilab, and (b) cooperate and coordinate the Subcontract work with others at Fermilab as directed by FFDG.

6.3 THEFT

Necessary precautions for safeguarding material and equipment will be the responsibility of the Subcontractor. In addition, the Subcontractor shall immediately notify the FFDG Procurement Representative of the theft, providing the following information:

Name and phone number of person making report.

Description of missing property; i.e., make and color (if available), model number, serial number and value. Indicate ownership; if Government, furnish Government Identification No.

Date and time theft took place or was discovered.

Date and time property was last known to be in proper place.

Any other information which might be pertinent.

6.4 WARRANTY (CONSTRUCTION)

In addition to any other warranties in the Subcontract, the Subcontractor warrants, except for defects of material or design furnished by FFDG, that work performed under the Subcontract conforms to the Subcontract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Subcontractor, any sub-subcontractor, or supplier at any tier. The Subcontractor shall remedy at the Subcontractor's expense any failure to conform or any defect. In addition, the Subcontractor shall remedy at the Subcontractor's expense any damage to FFDG or Government-owned or controlled real or personal property, when that damage is the result of –

(a) The Subcontractor's failure to conform to Subcontract requirements; or

(b) Any defect of equipment, material, workmanship, or design furnished.

The Subcontractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Subcontractor's warranty to repair and replace shall continue for a period of 1 year from the date of final acceptance of the work. If FFDG takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date FFDG takes possession The Subcontractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

FFDG shall notify the Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If the Subcontractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, FFDG shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Subcontractor's expense.

With respect to all warranties, express or implied, from sub-subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Subcontractor shall –

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of FFDG and the Government, if directed by FFDG; and

(c) Enforce all warranties for the benefit of FFDG, if directed by FFDG.

In the event the Subcontractor's warranty under this section has expired, FFDG may bring suit at its expense to enforce a sub-tier subcontractor's, manufacturer's, or supplier's warranty.

This warranty shall not limit FFDG's rights under FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996).

Defects in design or manufacture of equipment specified by FFDG on a "brand name and model" basis shall not be included in this warranty. In this event, the Subcontractor shall require sub-subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to FFDG.

CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS

7.1 TERMINATION

FFDG may terminate this Subcontract in accordance with the FAR clauses relating to Termination for Convenience of the Government or Default that are incorporated by reference into these General Terms and Conditions at the Clause titled Special Government Flow Down Provisions.

In addition, FFDG may terminate this Subcontract for any material default by the Subcontractor relating to any Subcontract article, clause, or requirement, including but not limited to the environmental, safety, and health requirements.

7.2 NON-WAIVER OF DEFAULTS

Any failure by FFDG at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of FFDG at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

The rights and remedies of FFDG in this clause are in addition to any other rights and remedies provided by law under this Subcontract.

CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; AND APPLICABLE LAW

8.1 LAWS AND REGULATIONS

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety. The Subcontractor also shall comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Terms and Conditions.

8.2 DISPUTES

The parties agree to cooperate in resolving any claims, controversies, or disputes that may arise out of or relate to this Subcontract, the breach thereof, or the Subcontract Work, (collectively, "Dispute" or "Disputes"). The parties are committed to resolving any Disputes in an amicable, professional, and expeditious manner so as to avoid any unnecessary costs or delays to the Work.

Continuance of Work: The parties expressly agree and acknowledge that Work will not be stopped or slowed in any way during the pendency of any Dispute. Subcontractor shall continue to prosecute the Work pending final resolution or determination thereof, unless requested by FFDG to suspend Subcontract Work, provided that FFDG continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FFDG and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FFDG's Project Manager and the Subcontractor's Project Manager. If a Dispute cannot be resolved at the field level, upon the request of either party, the Dispute shall be directed to FFDG's Procurement Manager and Subcontractor's Executive Corporate Representative (collectively "Senior Representatives") who shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Dispute. Prior to any meetings between the parties, the parties will exchange relevant information that will assist the parties in resolving their Dispute.

Mediation: If the Dispute is not resolved through negotiations between the Senior Representatives, the parties will submit the matter to mediation.

Binding Dispute Resolution: At the sole option and decision of FFDG, all Disputes not resolved by Step Negotiations or Mediation shall be decided by confidential, binding arbitration, administered jointly by the parties to the arbitration and otherwise in accordance with the Construction Industry Dispute Resolution

Procedures of the AAA then in effect before the Arbitrator. Execution of this Subcontract represents Subcontractor's express consent and agreement to arbitrate Disputes if so chosen by FFDG. Notice of demand for arbitration must be filed in writing with the other parties to the arbitration. If FFDG does not elect arbitration, the parties shall proceed to litigation. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations.

(a) Each party shall produce all documents relevant to the Dispute. Each party shall be entitled to depose no more than six (6) fact witnesses for no longer than six (6) hours each. Each party shall be entitled to depose any and all retained expert opinion witnesses for no longer than six (6) hours each. All discovery disputes shall be decided by the Arbitrator. The Arbitrator may modify these discovery limitations for good cause shown.

(b) The Arbitrator shall have authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved and any final injunctive relief warranted. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense; the amount of damages to be awarded, if any; and the arbitrability of the issues presented as well as to resolve all Disputes, including, without limitation, all federal, state, and local statutory claims. The Arbitrator is not empowered to award damages in excess of compensatory damages such as punitive damages.

(c) The award of the Arbitrator shall be enforceable in any court of competent jurisdiction, and each party consents and submits to the jurisdiction of such court for purposes of such action.

(d) Joinder of Parties: At either party's option, third parties may be joined in any of the dispute resolution processes listed above, by consolidation, joinder, or otherwise, who are subject to a valid alternative dispute resolution agreement with the party seeking joinder of such third party.

8.3 **APPLICABLE LAW**

To the extent that Federal law does not exist, and state law could become applicable to this Subcontract, the law of Illinois shall apply.

CLAUSE 9 - RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained in the course of performing this Subcontract, and the name of FFDG, Fermi National Accelerator Laboratory, Fermilab, the United States Government, or the United States Department of Energy shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the FFDG Procurement Representative.

CLAUSE 10 - NOTIFICATIONS

The Subcontractor shall immediately notify the FFDG Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontract, the cost of which is or is claimed to be reimbursable under this Subcontract.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the FFDG Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature page), Purchase Order (if applicable), these General Terms and Conditions, and any other referenced or incorporated clauses, provisions, and documents. Together, they are the entire agreement between the parties concerning the subject matter and they supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Terms and Conditions, including the FAR and DEAR clauses incorporated by reference; (c) any specifications or drawings; (d) other documents listed in the Subcontract as Incorporated Documents, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, or documents.

CLAUSE 12 - SITE AND FACILITIES ACCESS; SITE INVESTIGATION (CONSTRUCTION)

12.1 SITE AND FACILITIES ACCESS

All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FFDG computer systems, are subject to applicable DOE and FFDG site access requirements and restrictions, including but not limited to all environmental, health, safety, security, and personnel requirements. Any questions should be directed to either the subcontract designated Technical Representative or the FFDG Procurement Representative.

(a) The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any Fermilab facility or site, including through on-site or remote access to Fermilab/FFDG computer systems, who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism (https://www.state.gov/state-sponsors-of-terrorism/) without prior written approval from DOE Headquarters. Terrorist-sponsoring countries may be updated from time to time by the State Department. Requests for access must be submitted to the FFDG Procurement Representative at least 180 days in advance to allow time for approval from the DOE.

(b) FFDG also is required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or organization based in a sensitive country and who require access to a Fermilab facility or site, including either on-site or remote access to Fermilab/FFDG computer systems. To obtain site access, the Subcontractor must provide the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access a Fermilab facility or site, including on-site or remote access to Fermilab/FFDG computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3B.

12.2 SITE INVESTIGATION AND CONDITIONS AFFECTING WORK (CONSTRUCTION)

Execution of the Subcontract by the Subcontractor is a representation and acknowledgement that the Subcontractor has visited the site, become generally familiar with the nature and location of the site and the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during worked performance; (6) availability and costs of materials, tools and equipment; and (7) has correlated personal observations with the requirements of the Subcontract and the applicable drawings and specifications. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by FFDG as well as from the drawings and specifications made a part of this Subcontract. Any failure by the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceeding to successfully perform the work without additional expense to FFDG. The Subcontractor further represents and acknowledges that based on the drawings and specifications and its site investigation set forth in this section the Subcontract price is reasonable compensation for all work, including all reasonable, foreseeable risks, hazards, and difficulties in connection therewith and that the time for completion of the work specified in the Subcontract is adequate for the performance of the Work.

CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H)

The Subcontractor shall take all reasonable precautions in the performance of this Subcontract to protect the health and safety of employees, sub-subcontractor employees, FFDG employees, and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any employees or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on the Fermilab site, or other Government premises, or any other person who enters on the sites or premises for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall comply with all applicable environmental, safety, health, and fire protection laws, regulations, orders, and requirements (including reporting requirements), including those of DOE. The Subcontractor shall comply with FFDG's environmental, safety, and health requirements for any work performed at the Fermilab site, including the requirements set forth in 10 CFR 851 Worker Safety and Health Program.

The Subcontractor shall immediately take action to correct any noncompliance with the environmental, safety, and health requirements of this Subcontract. If the Subcontractor fails to comply with the environment, safety, and health requirements, FFDG may, without waiver of any other legal or contractual rights or remedies, issue a stop-work order that stops all or any part of the work under this Subcontract. Thereafter, a start order for resumption of any or all work may be issued at the discretion of FFDG. The Subcontractor may not make any claim for an extension of time or for compensation or damages in connection with any work stoppage under this provision.

CLAUSE 14 - STOP-WORK AND SUSPENSION OF WORK ORDERS (CONSTRUCTION)

14.1 STOP-WORK ORDER (FAR 52.242-15 (AUG 1989))

FFDG may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract contract for a period of 90 days after the order is delivered

to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, FFDG shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default or the Termination for Convenience of FFDG, clauses of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. FFDG shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified accordingly in writing if:

(1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and

(2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that if FFDG decides the facts justify the action, FFDG may receive and act upon the claim submitted at any time before final payment under this Subcontract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of FFDG, FFDG shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, FFDG shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

14.2 SUSPENSION OF WORK (CONSTRUCTION) (FAR 52.242-14 (APR 1984))

FFDG may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Subcontract for the period of time that FFDG determines appropriate for the convenience of FFDG and the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted:

(1) By an act of FFDG in the administration of this Subcontract, or

(2) By FFDG's failure to act within the time specified in this Subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Subcontract.

A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Subcontractor shall have notified FFDG in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Subcontract.

CLAUSE 15 - INSURANCE AND BONDS

15.1 INSURANCE

Insurance requirements for this Subcontract are established by FFDG as the contracting entity. Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FFDG, comply with the Insurance Requirements Exhibit to this Subcontract, which is based upon levels of risk, and provides the required evidence of insurance as set out in the Insurance Requirements Exhibit.

The Subcontractor shall indemnify FFDG for any expense incurred or loss suffered by FFDG for the failure of the Subcontractor to comply with the provisions of this clause or the Insurance Requirements for this Subcontract.

15.2 BONDS FOR CONSTRUCTION WORK

For all work under this Subcontract, the Subcontractor must comply with the following bond requirements:

"Original subcontract price" means the award price of the Subcontract; or, for requirements subcontracts, the price payable for the estimated total quantity; or, for indefinite quantity subcontracts, the price payable for the specified minimum quantity. Original subcontract price does not include the price of any options, except those options exercised at the time of contract sub award.

For construction that is based on Subcontract options, the bond requirements shall be satisfied upon award of the option. Bonds shall be in the form of General Services Administration SF25 and SF25A or in such other form approved by FFDG in writing.

Subcontracts exceeding $150,000 (40 U.S.C. Chapter 31, Subchapter III, formerly known as the Miller Act):

(a) **Performance bonds** - Unless FFDG determines that a lesser amount is adequate protection, the penal amount of performance bonds must equal–

100 percent of the original subcontract price; and

If the Subcontract price increases, an additional amount equal to 100 percent of the increase.

(b) **Payment bonds** - Unless FFDG makes a written determination supported by specific findings that a payment bond in this amount is impractical, the amount of the payment bond must equal–

100 percent of the original subcontract price; and

If the subcontract price increases, an additional amount equal to 100 percent of the increase. The amount of the payment bond must be no less than the amount of the performance bond.

For Subcontracts exceeding $35,000 but not exceeding $150,000, unless FFDG determines that a lesser amount is adequate for the protection of the Laboratory, the penal amount of the payment bond or the amount of alternative payment protection must equal–

100 percent of the original subcontract price; and

If the subcontract price increases, an additional amount equal to 100 percent of the increase.

If the subcontract price increases, FFDG may require additional protection by directing the subcontractor to–

Increase the penal sum of the existing bond;

Obtain an additional bond; or

Furnish additional alternative payment protection.

Reducing amounts. FFDG may reduce the amount of the security to support a bond, subject to the conditions of FAR 28.203-5(c) or 28.204(b).

15.3 **ADDITIONAL BOND SECURITY**

The Subcontractor shall promptly furnish additional security required to protect FFDG and persons supplying labor or materials under this contract if –

(a) Any surety upon any bond furnished with this subcontract becomes unacceptable to FFDG;

(b) Any surety fails to furnish reports on its financial condition as required by FFDG; or

(c) The subcontract price is increased so that the penal sum of any bond becomes inadequate in the opinion of FFDG.

CLAUSE 16 - DAVIS-BACON ACT AND CONSTRUCTION WAGES

This Subcontract is subject to the wage and labor standards under the Davis-Bacon Act and the related labor standards FAR provisions that are incorporated by reference into these General Terms and Conditions, at the Clause titled Special Government Flow Down Provisions.

CLAUSE 17 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (CONSTRUCTION)

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference into this Subcontract, with the same force and effect as if they were written out in full verbatim text. The full texts of the clauses are located in Chapters 1 and 9 of Title 48 of the Code of Federal Regulations and are available at https://www.gpo.gov/fdsys/ or https://www.acquisition.gov.

The threshold categories below are additive, meaning that the clauses listed for each threshold level apply to any Subcontract within that or any higher threshold level of applicability.

As used in these incorporated clauses, the following terms will have the meanings listed below:

"Contract" shall mean this Subcontract
"Contractor" shall mean the Subcontractor
"Subcontractor" in lower case shall mean the Subcontractor's subcontractors (i.e., lower tier subcontractors)
"Government" and "Contracting Officer" shall mean FFDG, except as specifically noted below

The Subcontractor shall include the listed provisions in its subcontracts, at any tier, to the extent applicable to the type of work and Subcontractor status. The version of the provision in force at the time of execution of this Subcontract or any sub-subcontracts shall control.

THE FOLLOWING CLAUSES APPLY REGARDLESS OF SUBCONTRACT VALUE

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF SUBCONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

Applies if subcontractor has federal contract information residing in or transiting through its information system.

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

Excluding paragraph (b)(2).

FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
FAR 52.222-1 NOTICE OF LABOR DISPUTES (FEB 1997)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)

~~FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)~~

~~FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)~~

~~FAR 52.223-18 ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)~~

~~Applies to driving on Fermilab site or DOE owned or leased property.~~

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)

Applies if subcontractor employees have access to a Privacy Act system of records; or design, develop, maintain, or operate a Privacy Act system of records; or create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information.

FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)

FAR 52.225-9 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (OCT 2022)

FAR 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-4 PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)

FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014), with ALTERNATE V (DEC 2007) and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a)

Applies if any "data" will be produced, furnished, or acquired under the Subcontract.

If delivery of Limited Rights Data (as defined in FAR 52.227-14(a)) is required, then ALTERNATE II applies, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work.

If delivery of Restricted Computer Software (as defined in FAR 52.227-14(a)) is required, then ALTERNATE III applies.

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (JUN 1987)

Applies if the Subcontract is based on a technical proposal.

FAR 52.232-5 PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS (MAY 2014)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

FAR 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

FAR 52.236-9 OTHER CONTRACTS (APR 1984)

FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)

Applies if government property is furnished for performance of work under this Subcontract.

ALT I applies if Subcontract does not require submission of certified cost or pricing data.

FAR 52.245-9 USE AND CHARGES (APR 2012)

Applies if government property is furnished for performance of work under this Subcontract.

FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012), with ALTERNATE I (SEP 1996)

FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

DEAR 927.303(c) FACILITIES LICENSE (DEC 2000)

Per DEAR 927.303(c), the following applies to subcontracts for the design, construction, or operation of a Government-owned research, development, demonstration or production facility:

> *Facilities License.* In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this Subcontract, the Subcontractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Subcontractor at any time through completion of this Subcontract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time

the enforceability, validity or scope of, title to, any rights or patents herein licensed.

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)
Applies if the Subcontract involves any work at the Fermilab site or DOE-owned or leased property.

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)
Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations.

DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)
Applies if Subcontractor has access to any computers owned, leased, or operated by or on behalf of FFDG or DOE.

DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

DEAR 970.5208-1 PRINTING (DEC 2000)
Applies if the Subcontract requires printing.

DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS – MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)
Applies if the Subcontract is for protective services or other services that affect continuity of operation of the Fermilab facility.

DEAR 970.5226-5 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)
Applies if the Subcontract involves work at Fermilab site or on DOE-owned or leased property.

DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)
Applies if subcontract price includes amounts for royalties payable to Subcontractor.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, DEFINED IN FAR PART 2

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

FAR 52.203-6 RESTRICTIONS ON SUB-SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (NOV 2023)

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION (OCT 2010)
Applies if not a Subcontract for commercial products or commercial services or otherwise exempt under FAR 15.403-1.

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)
Applies if the Subcontract involves any further subcontracting opportunities.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2024) (DEVIATION) (AL 2021-04)

In this clause, "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract No. 89243024CSC000002.

DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (DEC 2024)

DEAR 970.5223-7 SUSTAINABLE ACQUISTION PROGRAM (OCT 2010) (SC ALTERNATE) (SEP 2018)

Applies to first tier Subcontracts that offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services.

DEAR 970.5229-1 STATE AND LOCAL TAXES (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $2,000

FAR 52.222-3 CONVICT LABOR (JUN 2003)

FAR 52.222-6 CONSTRUCTION WAGE REQUIREMENTS (AUG 2018)

NOTE: See the applicable Wage Determination included in the Subcontract. Download the required Poster at: https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf

FAR 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

FAR 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

FAR 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)

FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $3,500

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

Applies to services (unless they are commercial services that are part of the purchase of a COTS item or item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item) and construction services; only applies to work performed in the United States.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $10,000

FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $15,000

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

FFDG and the Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR $30,000 OR MORE

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $35,000

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $150,000

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
Excluding paragraph (c)(1).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)
Applies unless exempt under FAR 22.305.

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FFDG and the Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $750,000 ($1,500,000 FOR CONSTRUCTION OF A PUBLIC FACILITY)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)
Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $2,000,000 AND MEETS THE REQUIREMENTS FOR SUBMISSION OF CERTIFIED COST OR PRICING DATA AT FAR 15.403-1(b) AND 15.403-4

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)

Applies if the Subcontract is with a large business; is for other than a "commercial product" or "commercial service" as defined in FAR 2.101; and is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2.

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)

Excluding paragraph (b). Applies if the Subcontract is with a large business; is for other than a "commercial product" or "commercial service" as defined in FAR 2.101; is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $6,000,000

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the DOE Contracting Officer for the Fermilab site.

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

Modified by DEAR 903.1004. Applies unless Subcontract is for the acquisition of a "commercial product" or "commercial service" as defined in FAR 2.101 or is performed entirely outside of the United States. Download the required Poster at https://energy.gov/ig/downloads/office-inspector-general-hotline-poster.

THE FOLLOWING CLAUSE APPLIES TO CONTRACTS SET ASIDE OR RESERVED FOR OR AWARDED ON A SOLE SOURCE BASIS TO HUBZONE SMALL BUSINESS CONCERNS:

FAR 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

Agreements limiting sub-subcontracting in sub-paragraphs (d) – (g) apply.

(END OF GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION SUBCONTRACTS)