

SUBCONTRACT NO. #####	Fermi Forward Discovery Group, LLC Kirk Road & Wilson Street P.O. Box 500 – Mail Station 210 Batavia, IL 60510-0500
Subcontractor: Company Name Company Street Address City, State #####	FFDG Procurement Representative: Name: Procurement Rep Name Title: Procurement Rep Title Phone: 630-840-#### E-Mail: email@fnal.gov

Introduction

This is a firm fixed price subcontract (hereinafter “Subcontract”) for the construction work associated with the Project Title, as further described herein.

This Subcontract is between Fermi Forward Discovery Group, LLC, and the party identified above as the “Subcontractor.”

This Subcontract is issued under Prime Contract No. 89243024CSC000002, between the United States Government (hereinafter “Government”), represented by the Department of Energy (hereinafter called “DOE”) and Fermi Forward Discovery Group, LLC (hereinafter “FFDG”) for the management and operation of the Fermi National Accelerator Laboratory.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and the documents referenced or incorporated therein, which together with this Signature Page shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

Company Name

Fermi Forward Discovery Group, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF ARTICLES

ARTICLE 1 – SCOPE OF WORK

- A. Description. The Subcontractor shall furnish all labor, materials, transportation, overhead, insurance, bonding costs, safety oversight, quality control oversight, supervision, and equipment necessary to perform the work described in the Statement of Work entitled, “SOW Title” dated Month DD, YYYY, Section 010010 - General Requirement (March 2025), Section 013100 - Environment, Safety, and Health Requirements (October 2024) mentioned therein, which the Statement of Work, amendment, and other documents are attached to and hereby made a part of this Subcontract.
- B. Location. The principal location for the work to be performed by the Subcontractor shall be the Fermi National Accelerator Laboratory, located in Batavia, Illinois.
- C. Acceptance. Acceptance of the work under this Subcontract shall be based on the Subcontractor’s performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.

ARTICLE 2 – PERIOD OF PERFORMANCE

The work shall be completed within Number of days text (###) calendar days upon receipt of the Notice-to-Proceed.

ARTICLE 3 – PRICE AND LIMITATIONS

The Firm Fixed-Price (FFP) and compensation for the performance of the work shall be Text of FFP in Dollars and 00/100 (\$###,###.##).

The Firm-Fixed Price and the total amount of change order(s) shall be the limit of FFDG’s liability for all costs under this Subcontract, any other provision of this Subcontract notwithstanding.

ARTICLE 4 – INVOICES AND PAYMENT

A. Invoices

1. Monthly progress payments shall only be made in accordance with the submitted and FFDG-approved project schedule, with the required progress and valuations for each cited task. The FFDG Construction Coordinator and the Subcontractor shall review the progress of the Subcontract work monthly to determine the amount of compensation due to the Subcontractor on that month’s invoice. The compensation due to the Subcontractor on that month’s progress payment invoice shall then be determined in accordance with the Subcontractor’s cost-loaded schedule.
2. In making such progress payments, there shall be retained ten (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, FFDG 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 without retention of a percentage.

The Subcontractor's monthly progress payment invoice shall clearly state as a minimum all the following information:

Subcontractor Name - As stated in the subcontract:
Remittance Address:
Name of person requesting payment:
Telephone Number and/or email address of the person requesting payment:
Subcontractor's statement that the invoice is correct:
Project Name:
Project Number:
Subcontract Number:
Date of Project Update for this Invoice:
Update Number (as may be applicable):
Total Contract Value \$XXXX.XX
Total Dollar Value \$XXXX.XX
Earned to Date: \$XXXX.XX
Less Previous Payments: \$XXXX.XX
Less Previous Retention: \$XXXX.XX
Gross Amount Earned This Update Period: \$XXXX.XX

3. All invoices shall be emailed directly to the Fermi National Accelerator Laboratory (FNAL) Accounts Payable Office at apinvoices@fnal.gov. The "subject" line of the email shall state the Subcontractor's name and the Subcontract number.

If the Subcontractor is unable to submit an invoice by email, it may submit the invoice to the following address:

Fermi National Accelerator Laboratory
Accounts Payable
P.O. Box 500
Batavia, IL 60510
Apinvoices@fnal.gov

4. A "Final Invoice" shall be submitted within sixty (60) days of completion of the work or expiration or termination of this subcontract.
5. All invoices shall state the Subcontract number; clearly identify the Subcontractor (including business heading or logo); include invoice date, unique invoice number, and remittance address; and sufficiently identify and support the payment requested. Invoice(s) in a spreadsheet format are unacceptable, but a spreadsheet can support an invoice. The Subcontractor shall maintain records that support all invoiced amounts and provide them to FFDG Procurement Representative upon request.

B. Payment

All invoices except the final invoice shall be payable within thirty (30) days of receipt; provided, however, that payments made thereafter shall not be subject to any penalty, interest, or late charges. Only those items/services identified in this Subcontract, or a Subcontract Modification will be considered for payment.

Payments Withheld. FFDG may decline to make a progress payment, in whole or in part, to the extent reasonably necessary to protect FFDG, if in FFDG's opinion, the Subcontractor's application for payment is inaccurate in any material respect. If FFDG and the Subcontractor cannot agree on a revised amount, FFDG will promptly issue payment for such portion of the application for payment, if any, that it believes is correct or accurate. FFDG may also nullify the whole or any part of any progress payment previously issued, to such extent as may be necessary to protect FFDG from loss because of:

1. Defective Work not remedied;
2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Subcontractor to make payments properly to Subcontractors or for labor, materials, or equipment in accordance with prior approved Certificates of Payment;
4. Damage to the property of the Department of Energy, FFDG, another contractor, or anyone else;
5. Persistent failure to carry out the Work in accordance with the Contract Documents;
6. Failure of the Subcontractor to provide updated monthly reports or progress schedules; or
7. The filing of a notice of claim or encumbrance or attachment or a reasonable basis to believe that a claim or encumbrance may be filed, except if the purported claim or attachment is the result of FFDG's nonpayment of an amount contained in a previously submitted Application for Payment as to which no good-faith dispute exists between FFDG and Subcontractor.

When the above grounds in Subparagraphs 1 through 7 stated above are removed, payment shall be made for amounts withheld because of them. Notwithstanding the above provisions of this Paragraph, FFDG may also withhold a reasonable portion of any payment for any of the above-stated reasons or any other reason relating to the Subcontractor's non-performance. FFDG shall inform the Subcontractor in writing of such reason for withholding. Questions regarding invoices should be directed to the FFDG Procurement Representative.

ARTICLE 5 – SUBCONTRACT ADMINISTRATION

- A. Notices, Requests, and Modifications. The Subcontractor shall submit all notices and requests for approval by email to FFDG Procurement Representative indicated at the following mail address:

Procurement Rep Name
Fermi Forward Recovery Group, LLC
P.O. Box 500 – Mail Station 210
Baltimore, MD 21050
email@fmal.gov

Only the FFDG Procurement Representative is authorized to modify the terms, conditions, and requirements of this Subcontract, including any changes to the description of the work, and to issue any notices and approvals required by this Subcontract.

- B. Tech Rep is the FFDG Technical Representative for this Subcontract. This individual is designated to monitor the performance of the work and to interpret and clarify the technical requirements but is not authorized to make changes to the work or to modify any of the terms and conditions of this Subcontract, including those related to the completion schedule or pricing.
- C. Closeout. The Subcontractor shall, as a condition of full payment, assist FFDG after the completion of the work in accomplishing the administrative closeout of this Subcontract, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required assignment or release documents, the performance of any audits, and the settlement of any interim or disallowed costs.

ARTICLE 6 – REPORTS OR DELIVERABLES

Types of Reports

- A. The Subcontractor shall prepare and submit the following reports to FFDG:

Monthly Progress Reports – An initial progress report, and revisions based on Subcontract changes affecting cost or schedule, shall establish and maintain a time-phased baseline against which performance can be measured. Monthly progress reports shall be submitted by the Subcontractor in a format approved by the FFDG Technical Representative. These reports should contain a description of work performed during the month reported and work planned for the next month.

- B. Submittal. Reports shall be separately submitted to the following recipients at the following email addresses:

Recipient

Email

FFDG Technical Representative (Tech Rep)

email@fnal.gov

FFDG Procurement Representative (Procurement Rep Name)

email@fnal.gov

ARTICLE 7 - INCORPORATED DOCUMENTS

The following documents are hereby incorporated as a part of this Subcontract:

- A. Statement of Work entitled, "SOW Title" dated Month DD, YYYY.
- B. Section 010010 - General Requirement (March 2024).
- C. Section 013100 - Environment, Safety, and Health Requirements (October 2024).
- D. Fermi Forward Discovery Group, LLC General Terms and Conditions for Construction (01/2025).
- E. Insurance Requirements for Construction Subcontracts (01/2025).
- F. Payment Bond, FL-42 (Rev. 1/7/2025), SF25A (Rev 10/2023).
- G. Performance Bond, FL-40 (Rev. 1/7/2025), SF25 (Rev 10/2023).
- H. Statement and Acknowledgment (Standard Form 1413) (Rev 10/2023).
- I. Davis Bacon Wage Rates, General Decision, IL20240008, Building and Residential, Modification No. ##, Last Revised Date MM/DD/YYYY.
- J. Director Safety Letter

ARTICLE 8 – GENERAL PROVISIONS

The FAR and DEAR clauses listed in the *Clauses Incorporated by Reference* [Clause 17 of FFDG General Terms and Conditions for Construction Subcontracts (01/2025)] shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work.

(END OF SCHEDULE OF ARTICLES)