

**PART I - THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**PART I - THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)**

- (a) The Contracting Officer (CO) may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, 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 Contractor 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 Contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either --
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if --
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage provided that, if the CO decides the facts justify the action, the CO may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **F.2 EMPLOYEE STOP-WORK AND SHUTDOWN AUTHORIZATION**

- (a) All Contractor and Department of Energy (DOE) employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety, or health of the site, the site workers, or the public. The Contractor shall immediately notify the CO when work is stopped pursuant to this paragraph.
- (b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (c) A negative impact on the environment, safety, or health of site workers or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (d) As stated in Section I.125, DEAR 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution," the CO may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "contractor representatives" for "the CO" in all subcontracts containing the 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution" clause.

## **F.3 TERM OF THE CONTRACT**

- (a) The term of this contract is from the effective date of contract award through March 31, 2016.
- (b) The transition period will be from the effective date of contract award to the contract takeover date (the date that the Contractor assumes full responsibility for the Statement of Work). The transition period is anticipated to be 45 days in length.

## **F.4 RESERVED**

**F.5 DELIVERIES**

All products, reports, and deliverables under this contract shall be delivered to the CO, or duly authorized representative of the CO, as designated in writing by the CO.

**F.6 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be within the boundaries of the INL site in the vicinity of Idaho Falls, Idaho.