

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK (AUGUST 1989) ALTERNATE I (APR 1984)

- (a) The Contracting Officer 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 30 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 30 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer decides the facts justify the action, the Contracting Officer 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 Contracting Officer 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 Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) All contractor and 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 DOE Contracting Officer (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 the site, the 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 the Section I clause entitled “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 Contracting Officer” in all subcontracts containing the above-cited “Integration of Environment, Safety, and Health into Work Planning and Execution” clause.

F.3 TERM OF THE CONTRACT

The period of performance of this contract is from date of contract award through September 30, 2009.

F.4 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance for the Paducah remediation contractor shall be at the Paducah Gaseous Diffusion Plant, located near Paducah, Kentucky and such other facilities as may be leased or acquired from time to time.

The principle place of performance for the Portsmouth remediation contractor shall be at the Portsmouth Gaseous Diffusion Plant, located near Piketon, Ohio and such other facilities as may be leased or acquired from time to time.