

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- (a) The Contracting Officer issued a Contract Notice to Proceed on May 12, 2009. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on May 26, 2009, and upon completion on August 23, 2009, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
- (1) Transition Period – A 90 day period for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC transition period or may direct support to the transition of the TOC and PRC;
 - (2) Base Period – Five (5) year performance period (commencing on May 26, 2009 through May 25, 2014); and
 - (3) Option Period(s) –
 - (i) Option Period 1 is a three (3) year performance period. Option Period 1 will commence at the end of the *Base Period*. Period of performance is May 26, 2014 through May 25, 2017.
 - (ii) Option Period 2 is a two (2) year performance period. Option Period 2 will commence at the end of Option Period 1. Period of performance is May 26, 2017 through May 25, 2019.
 - (iii) All options will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
 - (4) Extension Period(s) –
 - (i) Extension Period 1 is a six (6) month performance period. The Extension Period will commence at the end of Option Period 2. Period of performance is May 26, 2019, through November 25, 2019.
 - (ii) Extension Period 2 is a six (6) month performance period. Extension Period 2 will commence at the end of Extension Period 1. Period of performance is November 26, 2019, through May 25, 2020. This extension is to enable continued services during the Government's process of awarding and transitioning to a follow-on contract. Therefore, performance by the Contractor may not be required for the full term of this period. Accordingly, the Government may direct an earlier cessation of performance, provided that the Contracting Officer issues a written notice

advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.

- (iii) Extension Period 3 is a six (6) month period of performance, with a six (6) month option. Extension Period 3 will commence at the end of Extension Period 2. Period of performance is May 26, 2020, through November 25, 2020, with a six month option for a period of performance of November 26, 2020, through May 25, 2021. This extension is to enable continued services during the Government's protest period and transition to a follow-on contract. Dependent upon the disposition of the protest and the end of the transition period, performance by the Contractor may not be required for the full term of this period. Accordingly, the Government may direct an earlier cessation of performance, provided that the Contracting Officer issues a written notice advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.
 - a. The option will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
 - i. Extension 3 Option Period is a two-month (60 days) performance period. Extension 3 Option Period will commence at the end of Extension Period 3. Period of performance is November 26, 2020, through January 24, 2021.
- (c) The maximum period of performance for the Contract (including the Transition Period), if extended beyond the Base Period of the Contract, shall not exceed twelve (12) years.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this Contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 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 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 allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order 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 allowable to, the performance of any part of this contract; and
 - (2) The Contractor asserts a claim for 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 asserted 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.