

2. AMENDMENT/MODIFICATION NO. 0310	3. EFFECTIVE DATE 09/16/2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY SC Chicago Service Center Office of Science - Chicago U.S. Department of Energy 9800 South Cass Avenue Lemont IL 60439	CODE 892430	7. ADMINISTERED BY (If other than Item 6) Fermi Site Office U.S. Department of Energy Fermi Site Office P.O. Box 2000 Batavia IL 60510	CODE 06006
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FERMI RESEARCH ALLIANCE, LLC Attn: JOHN MYER FERMI RESEARCH ALLIANCE, LLC PINE ST. AND KIRK RD, MS-213 BATAVIA IL 605105011	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-07CH11359
		10B. DATED (SEE ITEM 13) 11/01/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), FAR 6.302, and DEAR 970.1706-1
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 626399831
UEI: E1EUJL3K1KX5
The purpose of this modification is to update the following: Section B; Section F.

All other terms and conditions and remain unchanged.
Payment:
Payment - Direct Payment
from U.S. Dept of Treasury
Period of Performance: 01/01/2007 to 12/31/2024

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Scott
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 09/16/2022

Table of Changes for
Fermi Research Alliance, LLC
Contract No. DE-AC02-07CH11359
Modification No. 310

The purpose of this modification is to extend the period of performance, and update the following:

1. PART I, SECTION F, F.1 – PERIOD OF PERFORMANCE incorporated in Modification No. 291 is revised to read as follows:

F.1 – PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of the original Standard Form 33, and shall continue up to and including December 31, 2024, unless sooner terminated according to its terms. The contract may be extended according to its terms.
- (b) The contract transition period is from award date through December 31,2006.

PART I SECTION B
SUPPLIES OR SERVICES AND
PRICES/COSTS

Clause No.	Title	Change and Explanation
B.3	Performance and Other Incentives	Update to include fee for contract extension

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF 1 of 2
2. AMENDMENT/MODIFICATION NO. 310	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE U.S. Department of Energy Office of Science/Fermi Site Office P.O. Box 2000, Wilson Hall – MS 118 Batavia, IL 60510		7. ADMINISTERED BY (If other than Item 6) Code See Block 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Fermi Research Alliance, LLC Pine Street and Kirk Road; MS 213 Batavia, IL 60510-5011		(✓)	9.A. AMENDMENT OF SOLICITATION NO.	
DUNS: 62-639-9831			9.B. DATED (SEE ITEM 11)	
CODE N/A	FACILITY CODE N/A		10.A. MODIFICATION OF Contract/Order NO. DE-AC02-07CH11359	
			10.B. DATED (SEE ITEM 13) November 1, 2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), FAR 6.302, and DEAR 970.1706-1
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Lia Merminga, President Fermi Research Alliance LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Scott, Contracting Officer	
15B. CONTRACTOR/OFFEROR Lia Merminga <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED Digitally signed by Lia Merminga Date: 2022.09.15 13:56:43 -05'00'	16B. UNITED STATES OF AMERICA BY Robert Scott <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED Digitally signed by Robert Scott Date: 2022.09.16 08:41:25 -05'00'

14. Description of Amendment/Modification:

The purpose of this modification is to extend the period of performance and update the total available fee as follows:

1. PART I, SECTION B, B.3 – PERFORMANCE AND OTHER INCENTIVES, incorporated in Modification No. 291, is revised to read as follows:

B.3 - PERFORMANCE AND OTHER INCENTIVE FEES

- (a) The transition activities shall be performed on a cost-reimbursement basis up to the amount specified in Clause H.42, Activities During Contract Transition, paragraph (d), and no fee shall be paid for these activities.
- (b) In implementation of Clause I.93, Total Available Fee: Base Fee Amount and Performance Fee Amount, the Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Appendix B, Performance Evaluation and Measurement Plan, for the performance of the work under this contract commencing January 1, 2007 are as follows:

- January 1, 2007 through September 30, 2007 - \$2.662 million
- October 1, 2007 through September 30, 2008 - \$3.550 million
- October 1, 2008 through September 30, 2009 - \$3.882 million
- October 1, 2009 through September 30, 2010 - \$3.882 million
- October 1, 2010 through September 30, 2011 - \$3.882 million
- October 1, 2011 through December 31, 2011 - \$0.971 million

- (c) If DOE determines that the Contractor has earned any Award Term after December 31, 2011, in accordance with the provisions of Clause F.2 - Award Term Incentive, the Parties have agreed that the maximum available performance fee that may be earned by the Contractor shall be:

- January 1, 2012 through September 30, 2012 - \$2.912 million
- October 1, 2012 through September 30, 2013 - \$3.882 million
- October 1, 2013 through September 30, 2014 - \$3.882 million
- October 1, 2014 through September 30, 2015 - \$3.882 million
- October 1, 2015 through September 30, 2016 - \$3.882 million
- October 1, 2016 through December 31, 2016 - \$0.971 million
- January 1, 2017 through September 30, 2017 - \$4.576 million
- October 1, 2017 through September 30, 2018 - \$4.576 million
- October 1, 2018 through September 30, 2019 - \$4.576 million
- October 1, 2019 through September 30, 2020 - \$4.576 million
- October 1, 2020 through September 30, 2021 - \$4.576 million
- October 1, 2021 through September 30, 2022 - \$4,935,300
- October 1, 2022 through September 30, 2023 - \$4,935,300

October 1, 2023 through September 30, 2024 - \$4,935,300
October 1, 2024 through December 31, 2024 - \$1,233,825

- (d) The maximum available performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond said five years shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.
- (e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
 - (1) under the provisions of Clause I.127, "Changes"; or other contract provisions; or
 - (2) for a +/- 10 percent change in the estimated fee base of \$459,091,190.
- (f) Any adjustment in the amount of the fee under the provisions of paragraph (e) for the fees specified in paragraphs (b) and (c) above, or negotiation of fee under paragraph (d) above, shall take into consideration the ratio (see equation below) between the Contractor's fee specified in paragraphs (b) and (c) above of the original contract and the maximum fees specified in Section L.9(c) of the Request for Proposal No. DE-AC02-07CH11359. The revised fee will be calculated in accordance with the fee policy then in effect, utilizing the adjusted fee base, while maintaining the ratio described above.

$$\begin{array}{l} \text{Maximum Available Performance} \\ \text{Fee for Applicable Year of} \\ \text{paragraph (b) or (c)} \end{array} \underline{\hspace{10em}} = \text{Ratio} \\ \text{\$TBD (to be prorated for the} \\ \text{first and last fee period)}$$

2. PART I, SECTION F, F.1 – PERIOD OF PERFORMANCE incorporated in Modification No. 291 is revised to read as follows:

"F.1 – PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of the original Standard Form 33, and shall continue up to and including December 31, 2024, unless sooner terminated according to its terms. The contract may be extended according to its terms.
- (b) The contract transition period is from award date through December 31, 2006."

Attached to this modification is a conformed copy of Section F of the contract reflecting the change above.

All other terms and conditions remain unchanged.

END OF MODIFICATION

PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 - SERVICE BEING ACQUIRED

The Contractor shall provide the personnel, facilities, equipment, materials, supplies, and services, (except such facilities, equipment, materials, supplies and services as are furnished by the Government) necessary to perform the requirements and work set forth in this contract, and shall perform such requirements and work in a quality, timely, and cost-effective manner.

B.2 - OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

The amount presently obligated by the Government with respect to this contract is specified in Clause I.119 - DEAR 970.5232-4 - Obligation of Funds (DEC 2000). Other financial limitations are also specified in Clause I.119 - DEAR 970.5232-4 - Obligation of Funds (DEC 2000).

B.3 - PERFORMANCE AND OTHER INCENTIVE FEES

- (a) The transition activities shall be performed on a cost-reimbursement basis up to the amount specified in Clause H.42, Activities During Contract Transition, paragraph (d), and no fee shall be paid for these activities.
- (b) In implementation of Clause I.93, Total Available Fee: Base Fee Amount and Performance Fee Amount, the Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Appendix B, Performance Evaluation and Measurement Plan, for the performance of the work under this contract commencing January 1, 2007 are as follows:

- January 1, 2007 through September 30, 2007 - \$2.662 million
- October 1, 2007 through September 30, 2008 - \$3.550 million
- October 1, 2008 through September 30, 2009 - \$3.882 million
- October 1, 2009 through September 30, 2010 - \$3.882 million
- October 1, 2010 through September 30, 2011 - \$3.882 million
- October 1, 2011 through December 31, 2011 - \$0.971 million

- (c) If DOE determines that the Contractor has earned any Award Term after December 31, 2011, in accordance with the provisions of Clause F.2 - Award Term Incentive, the Parties have agreed that the maximum available performance fee that may be earned by the Contractor shall be:

January 1, 2012 through September 30, 2012 - \$2.912 million
October 1, 2012 through September 30, 2013 - \$3.882 million
October 1, 2013 through September 30, 2014 - \$3.882 million
October 1, 2014 through September 30, 2015 - \$3.882 million
October 1, 2015 through September 30, 2016 - \$3.882 million
October 1, 2016 through December 31, 2016 - \$0.971 million
January 1, 2017 through September 30, 2017 - \$4.576 million
October 1, 2017 through September 30, 2018 - \$4.576 million
October 1, 2018 through September 30, 2019 - \$4.576 million
October 1, 2019 through September 30, 2020 - \$4.576 million
October 1, 2020 through September 30, 2021 - \$4.576 million
October 1, 2021 through September 30, 2022 - \$4,935,300
October 1, 2022 through September 30, 2023 - \$4,935,300
October 1, 2023 through September 30, 2024 - \$4,935,300
October 1, 2024 through December 31, 2024 - \$1,233,825

- (d) The maximum available performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond said five years shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.

- (e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –

- (1) under the provisions of Clause I.127, "Changes"; or other contract provisions; or
- (2) for a +/- 10 percent change in the estimated fee base of \$459,091,190.

- (f) Any adjustment in the amount of the fee under the provisions of paragraph (e) for the fees specified in paragraphs (b) and (c) above, or negotiation of fee under paragraph (d) above, shall take into consideration the ratio (see equation below) between the Contractor's fee specified in paragraphs (b) and (c) above of the original contract and the maximum fees specified in Section L.9(c) of the Request for Proposal No. DE-AC02-07CH11359. The revised fee will be calculated in accordance with the fee policy then in effect, utilizing the adjusted fee base, while maintaining the ratio described above.

Maximum Available Performance
Fee for Applicable Year of
paragraph (b) or (c) = Ratio
\$TBD (to be prorated for the
first and last fee period)

B.4 - ALLOWABILITY OF SUBCONTRACTOR FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this Contract fee structure and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.

B.5 - PROVISIONAL PAYMENT OF PERFORMANCE FEE

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the clause in Section I entitled, "Payments and Advances." The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

PART I

SECTION F

DELIVERIES OR PERFORMANCE

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PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 – PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of the original Standard Form 33, and shall continue up to and including December 31, 2024, unless sooner terminated according to its terms. The contract may be extended according to its terms.
- (b) The contract transition period is from award date through December 31, 2006.

F.2 - AWARD TERM INCENTIVE (SPECIAL)

- (a) Definitions. For purposes of this clause:
 - (1) “A” means notably exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. The term “A” may be expressed using numbers, adjectives, or any other assessment approach deemed appropriate by the Government.
 - (2) “B+/Meets Expectations” means the rating available to the Contractor under the performance evaluation process where the Contractor has met the stated contract performance objectives. The term “meets expectations” may be expressed using numbers, adjectives, or any other assessment approach deemed appropriate by the Government.
 - (3) “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
 - (4) “Initial contract term” for purposes of this clause only, means the period of performance commencing on the date the contractor assumes full responsibility for the Laboratory pursuant to the provisions of Clause H.42(a) through the end date specified in Clause F.1(a) above.
- (b) Eligibility for Award Term Extensions. In order for the contractor to earn a contract term extension pursuant to the award term incentive, the contractor must:

- (1) Have been assessed by the FDO to have achieved an overall rating of at least an “A-” for Science and Technology and an overall rating of at least a “B+” for Management and Operations for each performance evaluation period (except as provided in (2) below), and, meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.5 for each individual Management and Operations Goal. And, provided, further that the foregoing proviso shall also apply to subparagraph (b) (2) below with respect to the second and third performance evaluation periods.
- (2) With respect to the evaluation period for the first award term extension, the Contractor must achieve a rating of at least “B+” for both Science and Technology and Management and Operations for the first performance evaluation period and a rating of at least an “A-” for Science and Technology and a rating of at least a “B+” for Management and Operations for each of the next two performance evaluation periods.

(c) Award Term Evaluation and Determination

- (1) The Government may extend the contract term up to a total of twenty years through operation of this award term incentive clause. The evaluation period for the first award term extension will be the first three performance evaluation periods of the initial contract term. Evaluations for subsequent award term extensions will be conducted annually.
- (2) The ATDO will unilaterally determine if the contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned additional contract term.
- (3) The amount of award term that may be earned by the contractor for the first award term extension is thirty-six (36) months. The amount of award term that may be earned by the contractor for each subsequent award term extension is twelve (12) months.
- (4) If the ATDO determines that the contractor has earned additional award term, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.

- (5) If the Contractor fails either (i) to earn the first award term extension, or (ii) to earn the award term three (3) times, the contractor becomes ineligible to earn any additional award term extension(s) under the contract.
- (d) Conditions.
- (1) This clause does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this clause is subject to all of the other terms and conditions of this Contract. Should the terms of this clause conflict with the terms of any other clause under this Contract, then this clause shall be subordinate.
 - (2) The Contractor's earning of an award term extension and the contractor's right to perform an earned award term extension are subject to:
 - (i) The Government's continuing need for the contract's work;
 - (ii) The availability of funds; and
 - (iii) Mutual agreement by the parties to contract modifications that incorporate changes to, or new, DOE policy or contract clauses;
 - (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
 - (4) The contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the contractor failing to earn or forfeiting award term.
 - (5) A significant failure of Contractor's management controls as defined in the clause entitled "Management Controls" or a first degree performance failure as defined in the clause entitled "Conditional Payment of Fee, Profit, and Other Incentives" may result in the forfeiture of up to three (3) years of earned award term. This potential forfeiture is in addition to other remedies provided for in the contract.

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 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 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.4 - STOP WORK AND SHUTDOWN AUTHORITY

FAR 52.242-15 – Stop Work Order – Alternate I, allows only the Contracting Officer to stop work or shutdown facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act cause substantial harm or present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in DEAR 970.5223-1 – Integration of Environment, Safety, and Health Into Work Planning and Execution.

F.5 - PRINCIPAL PLACE OF PERFORMANCE

The principal place of contract performance is at the site of the Fermi National Accelerator Laboratory, Batavia, Illinois.