

# SECTION G

## CONTRACT ADMINISTRATION DATA

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## PART I - THE SCHEDULE

### SECTION G - CONTRACT ADMINISTRATION DATA

#### **G-1. CONTRACTING OFFICER'S REPRESENTATIVE(S)**

The Contracting Officer's Representative(s) (CORs) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. The CORs are not authorized to change any of the terms and conditions of this Contract. Changes to the Statement of Work will be made only by the Contracting Officer by properly written modification(s) to the Contract. Additional Contracting Officer's Representative(s) for other purposes, as required, may be designated in writing by the Contracting Officer.

#### **G-2. CONTRACT ADMINISTRATION**

The Contract will be administered by:

U.S. Department of Energy  
Golden Field Office  
ATTN: Contracting Officer  
1617 Cole Boulevard  
Golden, CO 80401-3393

Written communication shall make reference to the Contract number and shall be mailed to the above address.

#### **G-3. TECHNICAL DIRECTION**

- (a) Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) (CORs). The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Contractor which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
  - (3) Review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.
- (b) Technical direction must be within the scope of work stated in the Contract. A COR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the Contract clause entitled "Changes" in Section H;
  - (3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the Contract; or

- (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (c) Technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Contract;
  - (2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  - (3) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes--Alternate I" in Section I.

**G-4. ENVIRONMENT, SAFETY, AND HEALTH STOP-WORK ORDERS**

- (a) Notwithstanding the clauses at G-3, TECHNICAL DIRECTION, and F-5, FAR 52.242-15 STOP-WORK ORDER, and in addition to the Contracting Officer's stop-work authority in I-19 (g), CORs are authorized to issue Stop Work Orders when, in the judgement of the COR, a clear and present danger exists to workers or members of the public. Clear and present danger is a condition or hazard which could cause death or serious harm to workers, members of the public, or the environment, immediately or before such condition or hazard can be eliminated through normal procedures.
- (b) ES&H Stop-Work Orders under this clause may be initiated verbally by CORs. The Contractor is obligated to immediately comply with COR verbal and/or written direction to Stop Work under this paragraph. Any verbal direction to the Contractor shall be followed in writing from the COR initiating the Stop-Work Order as soon as reasonably possible. Work may not be restarted by the Contractor without written approval from the Contracting Officer.
- (c) The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

**G-5. MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this Contract; or
- (c) Modify any term or condition of this Contract.

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