

52.242-15 Stop-Work Order.

As prescribed in 42.1305(b), insert the following clause. The "90-day" period stated in the clause may be reduced to less than 90 days.

Stop-Work Order (Aug 1989)

(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 Default, or the *Termination for Convenience* of the Government, 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 or contract price, or both, 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.

(End of clause)

Alternate I (Apr 1984). If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the *Termination for Convenience* of the Government clause of this contract." In paragraph (b) substitute the words "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" for the words

"an equitable adjustment in the delivery schedule or contract price, or both."

Parent topic: [52.242 \[Reserved\]](#)