52.242-17 Government Delay of Work.

As prescribed in 42.1305(c), insert the following clause:

Government Delay of Work (Apr 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1)by an act of the *Contracting Officer* in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2)by a failure of the *Contracting Officer* to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) *shall* be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract *shall* be modified *in writing* accordingly. Adjustment *shall* also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment *shall* be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed-
- (1) For any costs incurred more than 20 days before the Contractor *shall* have notified the *Contracting Officer in writing* of the act or failure to act involved; and
- (2) Unless the *claim*, in an amount stated, is asserted *in writing* as soon as practicable after the termination of the delay or interruption, but not later than the *day* of final payment under the contract.

(End of clause)

Parent topic: 52.242 [Reserved]