

3.2.2.3-56 Schedules for Construction Contracts (July 2004)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment).

The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion during the contract period. If the Contractor fails to submit a schedule within the time prescribed, TSA may withhold approval of payments until the Contractor submits the required schedule. Should the Contractor fall behind its schedule, a revised schedule shall be forwarded with the next Contractor's request for payments. Additional schedules shall be furnished to TSA as soon as practicable if requested by the Contracting Officer.

(b) With each payment request the Contractor shall submit a copy of the last submitted schedule annotated to indicate actual progress made to date. If at any time, in the opinion of the Contracting Officer, the Contractor has fallen behind the schedule to an extent which would jeopardize timely completion, the Contractor shall take the steps necessary to improve its progress, including those that may be required by the Contracting Officer, to enable timely completion without additional cost to TSA. The Contracting Officer may require the Contractor to implement such things as increasing the number of shifts, the amount of overtime, days of work per week, and/or the amount of constructor plant being utilized. The Contractor shall submit any supplementary schedules the Contracting Officer deems necessary to demonstrate how the rate of progress necessary for timely completion will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not performing the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

PRESCRIPTION

May be used in RFIs/RFPs and contracts when a fixed price construction contract is contemplated and the period of actual work performance exceeds 60 days. The clause is not applicable to term type (level of effort) contracts.