

**3.2.2.3-52 Use and Possession before the Project is Complete** (July 2004)

(a) TSA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that TSA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. TSA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While TSA has such possession or use, the Contractor shall be relieved of the responsibility for the loss or damage to the work resulting from TSA's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities". If prior possession or use by TSA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment will be made in the contract price or the time of completion and the contract will be modified in writing accordingly.

**(End of clause)**

**PRESCRIPTION**

May be used in RFIs/RFPs and contracts when a fixed price construction contract is contemplated and there is reasonable probability for early possession.