52.249-14 Excusable Delays.

As prescribed in 49.505(b), insert the following clause in *solicitations* and contracts for *supplies*, services, *construction*, and research and development on a fee basis whenever a cost-reimbursement contract is contemplated. Also insert the clause in time-and-material contracts, and labor-hour contracts. When used in *construction* contracts, substitute the words "completion time" for "delivery schedule" in the last sentence of the clause.

Excusable Delays (Apr 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor *shall* not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) *freight* embargoes, and (9) unusually severe weather. In each instance, the failure to perform *must* be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor *shall* not be deemed to be in default,- unless-

(1) The subcontracted *supplies* or services were obtainable from other sources;

(2) The *Contracting Officer* ordered the Contractor *in writing* to purchase these *supplies* or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the *Contracting Officer shall* ascertain the facts and extent of the failure. If the *Contracting Officer* determines that any failure to perform results from one or more of the causes above, the delivery schedule *shall* be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

Parent topic: 52.249 [Reserved]