

## 52.243-2 Changes-Cost-Reimbursement.

As prescribed in 43.205(b)(1), insert the following clause. The 30-day period *may* be varied according to agency procedures.

Changes-Cost-Reimbursement (Aug 1987)

(a) The *Contracting Officer* may at any time, by written order, and without notice to the *sureties*, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the *supplies* to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of *shipment* or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the *Contracting Officer* shall make an equitable adjustment in the-

(1) Estimated cost, delivery or completion schedule, or both;

(2) Amount of any fixed fee; and

(3) Other affected terms and *shall* modify the contract accordingly.

(c) The Contractor *must* assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the *Contracting Officer* decides that the facts justify it, the *Contracting Officer* may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment *shall* be a dispute under the Disputes clause. However, nothing in this clause *shall* excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) of this clause, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, *shall* not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor *shall* not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

*Alternate I* (Apr 1984). If the requirement is for services and no *supplies* are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The *Contracting Officer* may at any time, by written order, and without notice to the *sureties*, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the *day*, days of the week, etc.).
- (3) Place of performance of the services.

*Alternate II* (Apr 1984). If the requirement is for services and *supplies* are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The *Contracting Officer* may at any time, by written order, and without notice to the *sureties*, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the *day*, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the *supplies* to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of *shipment* or packing of *supplies*.
- (6) Place of delivery.

*Alternate III* (Apr 1984). If the requirement is for *construction*, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The *Contracting Officer* may at any time, by written order, and without notice to the *sureties*, if any, make changes within the general scope of this contract in the plans and specifications or instructions incorporated in the contract.

*Alternate IV [Reserved]*

*Alternate V* (Apr 1984). If the requirement is for research and development, and it is desired to include the clause, substitute the following paragraphs (a)(1) and (a)(3) for paragraphs (a)(1) and (a)(3) of the basic clause:

- (a) \*\*\*
- (1) Drawings, designs, or specifications.
  - (3) Place of *inspection*, delivery, or acceptance.

**Parent topic:** [52.243 \[Reserved\]](#)