

52.243-3 Changes-Time-and-Materials or Labor-Hours.

As prescribed in 43.205(c), insert the following clause:

Changes-Time-and-Materials or Labor-Hours (Sept 2000)

(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.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, 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* will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor *shall* 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 will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

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