

3.10.1-14 Changes - Time and Materials or Labor Hours (February 2003)

(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.
- (2) Method of shipment or packing.
- (3) Place of delivery.
- (4) 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 shall make an equitable adjustment in the:

- (1) ceiling price,
- (2) hourly rates,
- (3) delivery schedule, and
- (4) 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.

(End of clause)

PRESCRIPTION

Shall be used in RFI/RFPs and contracts when a time and material or labor-hours contract is contemplated.