

3.2.2.8-4 Variation in Estimated Quantities (February 2003)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than ____ percent [insert percentage] above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above ____ percent [insert percentage] or below ____ percent [insert percentage] of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of clause)

PRESCRIPTION

May be used in RFIs/RFP's and contracts when a fixed price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items.. The Contracting Officer should insert appropriate information in the clause.