Federal Acquisition Regulation

52.243-5 Changes and Changed Conditions.

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

CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, by written order within the general scope of the contract, change the drawings and specifications, Including changes in the method or manner of performance. The Contracting Officer may order changes in the work to the extent that such changes are reasonably necessary to accomplish the same results specified in the contract. The changes shall be in accordance with the terms of the contract and shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the changes.

(b) The Contractor shall promptly notify the Contracting Officer in writing of any change in the drawings and specifications. The Contractor shall also furnish the Contracting Officer with any additional information which may be required to determine the effect of the change on the contract.

(c) The Contracting Officer shall, upon receipt of the Contractor's notice, determine the effect of the change on the contract and notify the Contractor of the decision. If the change is approved, the Contracting Officer shall then proceed to issue an order for the changes.

(d) The Contractor shall have the right to dispute any change order issued by the Contracting Officer. The Contractor shall submit a written statement describing the nature of the dispute to the Contracting Officer within 30 days after receipt of the order. The Contracting Officer shall then make an equitable adjustment and modify the contract in accordance with the terms of the contract.

(e) 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.
(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d) upon submittal of a proposal for adjustment (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless—

1. The Contractor has submitted and the Contracting Officer has received the required written notice; or
2. The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)


52.243–6 Change Order Accounting.

As prescribed in 43.205(f), the contracting officer may insert a clause, substantially the same as follows:

CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively determined for adjustment for the changes ordered by the Contracting Officer before final payment under the contract.

(End of clause)


52.243–7 Notification of Changes.

As prescribed in 43.107, insert the following clause:

NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

1. The date, nature, and circumstances of the conduct regarded as a change;
2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowable about such conduct;
3. The identification of any documents and the substance of any oral communication involved in such conduct;
4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
5. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
   1. What contract line items have been or may be affected by the alleged change;
   2. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
   3. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
   4. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
   5. The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction