52.211-18 Variation in Estimated Quantity.

As prescribed in 11.703(c), insert the following clause in *solicitations* and contracts when a fixed-price *construction* contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

Variation in Estimated Quantity (Apr 1984)

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 15 percent 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 115 percent or below 85 percent 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 judgement of the *Contracting Officer*, is justified.

(End of clause)

Parent topic: 52.211 [Reserved]