

## 52.243-1 Changes-Fixed-Price.

As prescribed in 43.205(a)(1), insert the following clause. The 30-day period *may* be varied according to agency procedures.

Changes-Fixed Price (Aug 1987)

(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 when the *supplies* to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of *shipment* or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the *Contracting Officer* shall make an equitable adjustment in the contract price, the delivery schedule, or both, and *shall* modify the contract.

(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) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the *Contracting Officer* shall have the right to prescribe the manner of the disposition of the property.

(e) 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)

*Alternate I* (Apr 1984). If the requirement is for services, other than architect-engineer or other professional services, and no *supplies* are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(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.

*Alternate II* (Apr 1984). If the requirement is for services (other than *architect-engineer services*, transportation, or research and development) and *supplies* are to be furnished, substitute the

following paragraph (a) for paragraph (a) of the basic clause:

(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.

*Alternate III* (Apr 1984). If the requirement is for architect-engineer or other professional services, substitute the following paragraph (a) for paragraph (a) of the basic clause and add the following paragraph (f):

(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 the services to be performed.

(f) No services for which an additional cost or fee will be charged by the Contractor *shall* be furnished without the prior written authorization of the *Contracting Officer*.

*Alternate IV* (Apr 1984). If the requirement is for transportation services, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(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) Specifications.
- (2) Work or services.
- (3) Place of origin.
- (4) Place of delivery.
- (5) Tonnage to be shipped.
- (6) Amount of Government-furnished property.

*Alternate V* (Apr 1984). If the requirement is for research and development and it is desired to include the clause, substitute the following paragraphs (a)(1) and (a)(3) and paragraph (b) for paragraphs (a)(1) and (a)(3) and paragraph (b) of the basic clause:

(a) \*\*\*

- (1) Drawings, designs, or specifications.

(3) Place of *inspection*, delivery, or acceptance.

(b) If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the *Contracting Officer shall* make an equitable adjustment in-

(1) The contract price, the time of performance, or both; and

(2) Other affected terms of the contract, and *shall* modify the contract accordingly.

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