

Fixed-Price Maintenance, Overhaul and Modification General Provisions,
Cont'd

(1) The terms "authorized by A.I.D.", "A.I.D. approval", "approval by A.I.D." and similar terms mean approval by the Contracting Officer.

Clause 2. CHANGES (JAN. 1958)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 60 days from the date of receipt by the Contractor of the notification of change, provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

Clause 2a. MODIFICATION OR AMENDMENT

No modifications or amendments shall be made to this contract except as provided in the "Changes" Clause (see Clause 2 above) and/or may be mutually agreed upon in writing by the Contractor and the Contracting Officer.

Clause 3. INVOICES

(a) The Contractor hereby agrees to submit all invoices for payment in quintuplicate to the office having overall administrative responsibility for the contract (indicated on cover sheet hereof) in