

reasonable, intelligent contractor experienced in the particular field. A trained geologist, for example, need not do the inspection.

### Changes

In U.S. government contracting, you can get changes to the project imposed on you without your approval. All government contractors consent up front to allow the government to make certain changes in the project's drawings and specifications unilaterally. The government will pay for any additional costs associated with these changes but will expect contractors to prove that the changes substantially affected the work and its cost.

If the government makes the company do different or extra work without compensation, the contractor can file a claim for an equitable adjustment on the theory that the government has made not an explicit change to the contract, but a "constructive change."

The government often argues that the work required of the contractor is clear from the drawings or specifications. Contractors often disagree with the government's interpretation of the drawings and specifications. *Bidders must make sure to clear up any ambiguities in the drawings and specifications prior to bidding on the work because the bidders can only get financial relief from ambiguities that are latent or unknown.*

### Delays

Contractors should assume that they will be delayed by the government without compensation. Thus, normal periods of delay must be built into the schedule and the bid price. The government will be responsible only for any "undue delay" that it causes. If the delay is due to concurrent causes—that is, the government and the contractor cause the delay—there will be no compensation.

If there is undue delay, the government may compensate contractors for costs incurred, including extended or unabsorbed overhead, which compensates contractors for workers and equipment idled by the delay.

In addition to compensated delay, there are "excusable delays" that don't earn the contractor additional compensation, but that excuse late performance or defaults and avoid liquidated damages. Such unforeseeable events as floods, strikes, and