

(a) When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulations in effect on the date of this contract.

(b) When the contracting officer cannot determine actual cost data for both ownership and operating costs for each piece of equipment or groups of similar serial or series of equipment from the contractor's accounting records, costs shall be determined in accordance with the Construction Equipment Ownership and Operating Expense Schedule, Region (as appropriate) (Pamphlet No. EP 1110-1-8), published by the U.S. Army Corps of Engineers, available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9325, in effect on the date of this contract. These rates shall prevail regardless of the state in which the project is located.

(c) For any equipment not listed in the Corps of Engineers schedule, a rate shall be computed in accordance with the methodology set forth in the pamphlet.

(d) In cases where a piece of equipment to be used is rented or leased by the contractor from a third party, the actual invoiced amount will be paid when such rates are reasonably in line with established rental rates for the equipment in question and approved by the contracting officer.