

All major changes will be issued in a standard form, which will contain a description of the work involved in the change, a reference to the proper construction drawings or revised drawings, and will not be effective until signed by Owner and Contractor.

Such alterations or changes as mentioned in this section shall not vitiate or annul the obligations of Contract or the agreement for the work.

Should, in the opinion of Owner, any contemplated change in the quantities of the Work, or alterations thereof, materially affect the character of the work, or any part thereof, or materially affect the compensation for the same, the work shall then be classed as extra work.

#### **00700.33           EXTRA WORK/INCREASED COMPENSATION**

Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable. The amount of compensation to be paid to Contractor for any extra work, as ordered, shall be determined as follows:

- A. By unit prices named in Contract and subsequently agreed upon;
- B. By a lump sum mutually agreed upon by Owner and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to Contractor of the wages of applied labor (including premiums for Worker's Compensation Insurance and Social Security taxes); plus twenty percent (20%) as compensation for all items of profit, administration, overhead, superintendence, insurance other than Worker's Compensation Insurance, materials used in temporary structures, allowances made by Contractor to subcontractors, additional premiums upon the performance bond of Contractor, and the use of small tools; plus the net cost to Contractor for the materials required in the extra work; plus the cost of rental for equipment (other than small tools) required and approved for the extra work.

#### **00700.34           SUSPENSION OF WORK**

Owner shall have the right to suspend the whole or any part of the Work, when, in the opinion of Owner, Contractor is not doing the Work in accordance with the provisions of the Contract and specifications.

If, in the judgment of the representatives of Owner, the Contractor is taking undue risk of damage to any part of the construction by proceeding with the work during unfavorable weather or other conditions, then Owner shall immediately verbally notify Contractor or his/her representatives on the site, confirming the same in writing. Owner may thereupon suspend the work temporarily, either wholly or in part for such periods as may be necessary on account of conditions unfavorable for the safe and proper prosecution of the work. In case of such suspension, a proper extension of time may be required by Contractor, but, regardless whether it is granted or not, no allowance will be made of Contractor for any expense resulting there from. Owner shall not be liable to Contractor in any manner for any expenses, damages, loss of profits, anticipated or otherwise, or any other charges whatsoever arising out of a suspension in the work of either this Contractor or any Contractor engaged on this project. It shall be clearly understood that the failure of Owner to so advise shall not relieve Contractor of his responsibility for compliance with the conditions of the Contract.

Should Contractor fail to comply with any orders of Owner relative to any particular parts of the work, Owner shall have the right to suspend the work on any or all parts until its orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, no extension of time shall be given and no allowance will be made for the expense of the Contractor on account of idle equipment or forces during the terms of such suspension.