

7.3.7 Delete the following phrase from the end of the first sentence: "the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount." Replace with the following phrase: "section 7.3.7.6 found below."

7.3.7 Delete the following from .1 of the list: "fringe benefits required by agreement or custom,"

Add : 7.3.7.6 Portions of profit and overhead listed above that will be included in the Change Order, shall not exceed the following:

1. For the Contractor for work that is performed with its own forces, not to exceed 15% of the cost of the items listed above.
2. For the Contractor for work performed by his Subcontractor, 5% of the amount due the Subcontractor.
3. For each Subcontractor, or Subcontractor involved, for work performed by that Subcontractor's of Subcontractor's own forces, 15%.
4. For each Subcontractor, for work performed by the Subcontractor's Subcontractors, 5% of the amount due to the Subcontractor.
5. In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. Labor and materials shall be itemized in the manner specified above. Where major cost items are Subcontractor's cost items, they shall be itemized also.

Add 7.3.11 and 7.3.12

7.3.11 Changes in the Work performed by the Contractor without approval or consent of the Owner shall be performed at no cost to the Owner and without adjustment in the Contract Time.

7.3.12 By executing the Change Order, the Contractor acknowledges that:

1. The Owner bears no responsibility for the conditions resulting in the change to the scope of work.
2. The Change Order is for the full and final amount of the Contract Sum and the Contract Time adjustments due the Contractor for all additional Work related to the Change Order.
3. Any stated extension of Contract Time is equitable in nature and the Contractor waives any further claims for any additional Contract Time or any Contract Sum for whatever reason and of whatever kind, whether direct or indirect costs, profit, overhead or any other expenses for the work, enumerated in the Change Order and any and all claims for an extension of Contract Time or additional Contract Sum are waived in their entirety.

ARTICLE 8 TIME

8.2 PROGRESS AND COMPLETION

Add the following paragraphs to Subparagraph 8.2.1:

Completion of the work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence