SECTION 10

CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety and without releasing any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work, including such increases or decreases in quantities of Bid Items as OWNER determines to be necessary or desirable; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Section 11 or Section 12 on the basis of a claim made by either party.

10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Section 11 or Section 12.

10.3 ENGINEER with the OWNER'S approval or at the OWNER'S direction may issue a Field Order that will involve an adjustment in the Contract Price or the Contract Time. This type of Field Order is used to authorize changes in the project in a timely manner and allow the CONTRACTOR to proceed with the work without delays. This type of Field Order shall become a Change Order or part of a Change Order as soon as the total change in Contract Price and/or time is established.

10.4 Additional Work performed without authorization of a Field Order/Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.12 and except as provided in paragraphs 10.2 and 13.4.2.

10.5 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are covered by a Field Order, or required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER and accepted by OWNER. When possible and practical the OWNER shall process Change Orders in a timely manner to facilitate payment to the CONTRACTOR for completed authorized changes in the work.

10.6 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.