

**SPECIAL PROVISION**

**REVISIONS TO ARTICLES 102.06, 104.02, 104.05 AND 108.07  
OF THE GENERAL PROVISIONS**

**Article 102.06 is revised to read as follows:**

**102.06 Pre Bid Meeting** - The advertisement for bids will indicate if a pre-bid meeting is to be held and the time and place of such meeting.

**Article 104.02 is revised to read as follows:**

**104.02 Alteration of Plans or Character of Proposed Work:**

a. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

b. If alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made in the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

c. If the alterations or changed in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

d. The term "significant change" shall be construed to apply only to the following circumstances:

(1) When the character of the work as altered differs materially in kind or nature from that involved or include in the original proposed construction or

(2) When a mayor item of work as defined below, is increased in the excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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e. For the purpose of this article a major item is defined as any contract item for which the product of the proposed quantity and the unit contract price equals 15 percent or more of the total contract amount.

**Article 104.05 is revised to read as follows:**

**104.05 Differing Site Conditions**

a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

b. Upon written notifications, the Engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

c. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**108.07 Suspension of Work**

**Subparagraphs (1), (2), (3) and (4) under paragraphs a. are revised to read as follows:**

(1) If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and

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the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reason and support for such adjustment.

(2) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

(3) No contract adjustment will be allowed unless the Contractor has submitted the request within the time prescribed.

(4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.