

payments, and recovery of attorneys' fees are specifically intended to supersede and replace those set forth in the Georgia PPA, and the provisions of the Georgia PPA shall not apply to this Agreement.

ARTICLE 12

CHANGES IN THE WORK

12.1 Changes.

12.1.1 Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, only by Change Order or Construction Change Directive in accordance with this Article 12, and subject to the limitations stated in this Article 12 and elsewhere in the Contract Documents.

12.1.2 Architect will issue a Request for Quotation (RFQ) for any change involving an adjustment to the GMP or the completion date for the Project. Construction Manager shall promptly provide Architect with a quotation, in sufficient detail for review, for the change described in the RFQ, including the anticipated increase or decrease in the Cost of the Work in at least the following detail:

1. Material quantities and unit costs;
2. Subcontractor and labor costs (identified with specific item or portion to be performed);
3. Equipment costs;
4. Miscellaneous costs included in the Cost of the Work;
5. Schedule impact, including the critical dates for receiving Owner data and authorization to proceed with the changed Work.

After review by Architect, Owner will Accept or reject the quotation and Architect will notify Construction Manager of Owner's decision. If Accepted by Owner, Architect will incorporate the RFQ in a Change Order or Construction Change Directive.

12.1.3 A Change Order shall be based upon agreement among Owner and Construction Manager and Architect; a Construction Change Directive may be issued by Owner and may or may not be agreed to by Construction Manager. All changes in the Work shall be performed under applicable provisions of the Contract Documents.

12.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to Owner or Construction Manager, the applicable unit prices shall be equitably adjusted.

12.2 Change Orders.

12.2.1 A Change Order is a written instrument prepared by Architect and signed by Owner and Construction Manager stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the GMP, if any; and