

.3 the extent of the adjustment in the completion dates for the Project, if any.

12.2.2 Methods used in determining adjustments to the GMP shall be those listed in Subparagraph 12.3.3.

12.3 Construction Change Directives.

12.3.1 A Construction Change Directive is a written order prepared by Architect and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the GMP or completion dates for the Project, or both. Owner may, by Construction Change Directive, order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions.

12.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

12.3.3 If the Construction Change Directive provides for an adjustment to the GMP, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 12.3.6.

12.3.4 Upon receipt of a Construction Change Directive, Construction Manager shall promptly proceed with the change in the Work involved and advise Owner of Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the GMP or completion dates.

12.3.5 A Construction Change Directive signed by Construction Manager indicates the agreement of Construction Manager therewith, including adjustment in the GMP and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.3.6 If Construction Manager does not respond promptly or disagrees with the method for adjustment in the GMP, the method of adjustment shall be determined by Architect on the basis of reasonable costs and savings of those performing the Work attributable to the change. In making such adjustments the following terms and conditions shall apply:

.1 If any change requires a combination of additional work and/or work to be deleted or reduced, then Architect shall total the Costs of the Work separately for each category of additional and deleted or reduced work, without allowance for profit or overhead. The costs in each category shall then be compared, and if the comparison reveals a net increase in the total Cost of the Work, then the Construction Manager's Fee shall be increased in accordance with Subparagraph 12.3.7. If the comparison reveals a net decrease in the total Cost of the Work, then Owner shall be entitled to a decrease in the GMP in the amount of such net decrease and the Construction Manager's Fee shall remain unchanged.

.2 In all cases under this Subparagraph 12.3.6 and Subparagraph 12.3.3.3, Construction Manager shall keep and present, in such form as Owner may prescribe, an itemized accounting together with appropriate supporting data. In particular, Construction Manager shall supply detailed cost estimates.