

ARTICLE 7

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CHANGES IN THE WORK

- 7.1 The Owner may make Changes in the Work as provided in the Contract Documents. The Contractor shall be reimbursed for Changes in the Work on the basis of Cost of the Work as defined in Article 8.
- 7.2 The Contractor's Fee for Changes in the Work shall be as set forth in Paragraph 6.2, or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.

ARTICLE 8

COSTS TO BE REIMBURSED

- 8.1 The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article 8.
- 8.1.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- 8.1.2 Salaries of Contractor's personnel when stationed at the field office, in whatever capacity employed. Personnel engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work.
- 8.1.3 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs 8.1.1 and 8.1.2.
- 8.1.4 The portion of reasonable travel and subsistence expenses of the Contractor or of his officers or employees incurred while traveling in discharge of duties connected with the Work.
- 8.1.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
- 8.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to Subcontracts under this Agreement.
- 8.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.
- 8.1.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- 8.1.9 Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.
- 8.1.10 Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.
- 8.1.11 Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for cause other than the Contractor's negligence.
- 8.1.12 Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 6.1.
- 8.1.13 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.
- 8.1.14 Cost of removal of all debris.