SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Promptly implement change order procedures.

1. Provide full written documentation and dates required to evaluate changes.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to Architect or Construction Manager on request.

B. Designate in writing the member of Contractor's organization:

1. Who is authorized to accept changes in the work.

2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS

A. OWNER-CONTRACTOR AGREEMENT: The amount of established unit prices.

B. GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION:

1. Methods of determining cost or credit to Owner resulting from changes in work made on a time and material basis.

2. Contractor's claims for additional costs.

C. Section 01290: PAYMENT PROCEDURES

D. Section 01320: CONSTRUCTION PROGRESS DOCUMENTATION

E. Section 01780: PROJECT RECORD DOCUMENTS

1.3 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Directive, AIA Document G714: Per General Conditions of Contract, Article 7.3.

C. Architect's Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Architect making minor changes in the Work not involving a change in the Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

A. Construction Manager may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Architect, through the Construction Manager, containing:

1. Description of the proposed changes.

2. Statement of the reason from making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the work of separate Contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

A. In lieu of Proposal Request, Construction Manager may issue a Construction Change Directive for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. Owner and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Directive to indicate agreement with the terms herein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient data to allow Architect and Construction Manager to evaluate the quotation.

B. On each proposal, additional data to support time and cost computations:

1. Labor required. In computation of cost breakdown estimates, the contractor shall use MCAA & SMACNA for all Mechanical labor units and NECA for all Electrical labor units.
2. Equipment required.
3. Products required.

a. Recommended source of purchase and unit cost.
b. Quantities required.

4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time and material/force account basis, with documentation as required for a lump sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work, and date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use.
b. Products used, listing of quantities.
c. Subcontracts.

D. Document requests for substitutions for Products as specified in Section 01600.

1.7 PREPARATION OF CHANGE ORDERS

A. Construction Manager will prepare each Change Order.

B. Form: Change Order, AIA Document G701/Construction Manager unless otherwise directed.

C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details to the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

E. Agreement on any change order shall constitute a final settlement on all matters relating to the change in the Work that is subject to the change order, including, but not limited to, all direct and indirect costs associated with such change and any adjustment to the Contract Sum and the Project Schedule.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Construction Manager's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.

2. Contractor's Proposal for a change, as recommended by Architect and Construction Manager.

B. Owner, Architect and Construction Manager will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Architect definition of the scope of the required changes.

2. Contractor's Proposal for a change, as recommended by Architect and Construction Manager.

3. Survey of completed work.

B. The amount of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between Owner and Contractor, if not identified in Agreement.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. Owner, Architect and Construction Manager will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Construction Manager will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of Unit Prices, and will cite the applicable unit prices.

2. At completion of the change, Architect and Construction Manager will determine the cost of such work based on the unit prices and quantities used.

a. Contractor shall submit documentation to Construction Manager to establish the number of units of each item and any claims for a change in Contract Time on a daily basis.

3. Architect and Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL / FORCE ACCOUNT CHANGE ORDER / CONSTRUCTION CHANGE AUTHORIZATION

A. Architect, Owner and Construction Manager will issue a Construction Change Directive directing Contractor to proceed with the changes.

B. Contractor will submit to the Construction Manager on all inclusive list of labor rates within 20 days from issuance of Contract Documents and prior to the start of any time and material work.

C. Should time allow, prior to commencement of work, Contractor shall submit to the Construction Manager a “not to exceed quotation” for extra work being done on a time and material force account change order.

D. Contractor will submit daily work sheets to the construction manager for approval by the following day.

E. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section. Supporting data shall include daily worksheets signed by Construction Manager.

F. Architect and Construction Manager will determine the allowable cost of such work including overhead and profit, as provided in the General Conditions and Supplementary Conditions.

G. Architect and Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

H. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor will periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Construction Manager will periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor will enter pertinent changes in Record Documents.

1.12 UNJUST ENRICHMENT

A. In no event shall Owner be subject to a claim of unjust enrichment or quantum meruit, regardless of whether Owner has been unjustly enriched.

B. Contractor hereby waves any right to make or bring a claim of unjust enrichment on quantum meruit.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION