

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for processing Contract modifications.

1.2 Requests for Information or Clarification

- A. Request for Information (RFI): The Design Professional will issue a written RFI Response to each written Contractor inquiry. Unless specifically addressed, RFIs and RFI Responses shall not involve any adjustment to the Contract Sum or the Contract Time. RFI Responses when issued, become a part of the Contract Documents, and as such must be adhered to. The effects of RFI Responses must be reflected in the Project Record Documents. Each RFI Response shall bear words addressed by the Design Professional to the Contractor: "The work shall be carried out according to the following instructions or clarifications issued in response to Request For Information #(enter RFI #), and in accordance with The Contract Documents without change in The Contract Sum or Contract Time. If you determine that this response does affect The Contract Sum or Contract Time, you shall notify The Design Professional immediately, and shall do so prior to proceeding with the work in accordance with this response. Proceeding with the work in accordance with this response without your prior notification otherwise indicates your acknowledgement that there will be no change in The Contract Sum or Contract Time."

1.3 CHANGES IN THE WORK AFFECTING COST AND/OR TIME

- A. Proposed Change Order Requests: The Design Professional (or Owner) may issue a, which is detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time, the description will include supplemental or revised Drawings and Specifications. Each PCO will be numbered and dated, and subsequent communications regarding each PCO should give reference to the PCO number and date.
 - 1. Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in PCO after receipt of Proposal Request, the Contractor shall submit a Change Order Proposal (COP), which is a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Each COP must give reference to the number and date of the PCO to which it is in response.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Pricing of Changes shall be in accordance with Articles 3.2.9 and 3.2.10 of the Construction Contract.
 - d. If affected, the Contractor's Construction Schedule shall be updated to indicate the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. This updated schedule shall be submitted with the COP. Use available total float before requesting an extension of the Contract Time. By omission of an updated Schedule as a part of a COP, the Contractor shall and does establish that the Schedule is not affected by the subject change. Any COP that proposes to affect Contract Time may be considered non-responsive if it does not include an updated Schedule
- A. All change proposals shall include complete break-out and support documentation, including unit descriptions, unit quantities, unit costs (labor, material, other), burdens and mark-ups. Portions of work that are to be deleted as a part of an overall change description shall be clearly reflected in the break-out; abbreviated descriptions which reflect only the net effects of reduced work scopes combined with increased work scopes will not be accepted. The Design Professional and Owner shall have full discretion in determining what measure of breakout and support is adequate and acceptable. No extension of Contract Time will be allowed for Construction delays attributable to the failure on the part of the Contractor to provide properly prepared and supported change proposals.
 - B. Proposal and change request forms: Use forms that are acceptable to the Design Professional and Owner. If the Design Professional or Owner deems it necessary, the Contractor shall be required and shall agree to submit change proposals on forms provided by the Design Professional or Owner.
 - B. Do not reflect any Change Order in the Schedule of Values or Application for Payment Continuation without an approved Change Order. The Design Professional or Owner shall have full discretion in establishing the manner in which Change Orders are added to the Schedule of Values and Continuation Sheets.

1.4 ALLOWANCE

- A. Allowance Adjustment: All charges against an Allowance shall be made in the form of a CO resulting from PCO or RFI, shall be managed as any CO, and shall be invoiced against the Allowance line item in the Application for Payment. At Project completion, any unused balance in each allowance will be returned to the Owner by deductive CO.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents Submit claims within 14 days of receipt of the Change Order authorizing work to proceed. Owner will reject claims submitted later than 14 days after such authorization per Article 5.2.2 of the Contract.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower- priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

- A. The Design Professional shall immediately upon receipt review each Proposed Change Order (PCO) for its technical and monetary merits. The Design Professional will not forward to the Owner any advice or recommendation for any PCO that does not meet all requirements per Article 3.2.4 of the Contract Documents, but shall instead return it to the Contractor with

specific instructions as to what must be done in order to rectify the problems with PCO. The Design Professional will provide written advice to the Owner regarding his opinion of each PCO, which will include a recommendation.

- B. Upon Owner's approval of a Proposed Change Order (PCO), Design Professional will issue a Change Order for approval by the Owner.

1.6 FORCE ACCOUNT CHANGE ORDER

- A. Force Account: Force Account work shall be undertaken only after receipt of an Approved Change Order, stating a maximum dollar amount (Stipulated Maximum Sum) beyond which no change work may be undertaken subject to amendment, for funding all costs of the Change Order as prescribed in Article 3.2.7.3 of the Contract.

- B. Documentation: The Contractor shall maintain detailed records on a time and material basis of work required by the Force Account Change Order.

- 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 TRACKING, COORDINATION and MANAGEMENT of CLARIFICATIONS and CHANGES

- A. Some clarifications and changes will go thru a process whereby they are assigned tracking numbers as more than one of the type documents defined in the articles above and in other Sections of these Specifications (i.e. RFIs, etc.). All documents created which pertain to the same subject shall make clear reference to other previous or concurrent documents on the subject.

- 1. The Contractor shall establish and maintain current a single Log which tracks all these type documents. The form and content of this log is subject to Design Professional and Owner approval, and may if sufficient be used to meet other stipulated tracking log requirements.

1.8 DELAYS AND EXTENSIONS OF TIME DUE TO WEATHER

- A. Delays caused by weather are non-compensable, and will be processed in accordance with Article 3.3.7.2 of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION