

Section 01290**CHANGE ORDER PROCEDURES****1.0 GENERAL****1.01 SECTION INCLUDES**

- A Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, Work Change Directive, Stipulated Price Change Order, Unit Price Change Order, Time and Materials Change Order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor Submittals.

- B References to Technical Specifications:
 - 1. Section 01350 – Submittals
 - 2. Section 01760 – Project Record Documents

- C Other References:
 - 1. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full unadjusted base rental rate for the appropriate item of construction equipment.

1.02 SUBMITTALS

- A Make Submittals required by this Section under the provisions of Section 01350 – Submittals.

1.03 RESPONSIBLE INDIVIDUAL

- A Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Preconstruction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of proposed changes in the Work.

- B Contractor shall document each Proposal for Change in cost or time with sufficient data to allow for its evaluation.

- C Proposal for Change shall include, as a minimum, the following information as applicable:
1. Original Quantities of items in Section 00300 – Bid Proposal with additions, reductions, deletions, and substitutions.
 2. When Work items were not included in Section 00300 – Bid Proposal, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 3. Justification for any change in Contract Time.
 4. Additional data upon request.
- D For changes in the Work performed on a time-and-material basis, the following additional information may be required:
1. Quantities and description of products and equipment.
 2. Taxes, insurance and bonds.
 3. Overhead and profit as noted in Section 00700 – General Conditions of Agreement, 7.03 “Extra Work”.
 4. Dates and times work was performed, and by whom.
 5. Time records and certified copies of applicable payrolls.
 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.
- E Rented equipment will be paid to the Contractor by actual invoice cost for the duration of time required to complete the extra work. If the extra work comprises only a portion of the rental invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.) Operating costs shall not exceed the estimated operating costs given for the item of equipment in the Blue Book.
- F For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, compute rates with the Blue Book as follows:
1. Multiply the appropriate Rental Rate by an adjustment factor of 70 percent plus the full rate shown for operating costs. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. No other rate adjustments shall apply.
 2. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. Operating costs will not be allowed.

1.05 CHANGE PROCEDURES

- A Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive or written acceptance by the Engineer of changes will be formalized into Change Orders. All such changes will be in accordance with the requirements of Section 00700 – General Conditions of Agreement, 7.01 “Change Orders”.

- B The Engineer will advise Contractor of Minor Changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by Section 00700 – General Conditions of Agreement, 7.02 “Minor Changes”, by issuing supplemental instructions.
- C Contractor may request clarification of Plans, Technical Specifications or Contract Documents or other information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this Section.

1.06 PROPOSALS FOR CHANGE AND CONTRACT MODIFICATION

- A The Engineer may issue a Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Plans and Technical Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor will prepare and submit its Proposal for Change within 7 days or as specified in the request.
- B The Contractor may propose an unsolicited change by submitting a Proposal for Change to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A A Stipulated Price Change Order will be based on an accepted Proposal for Change including the Contractor's lump sum price quotation.

1.09 UNIT PRICE CHANGE ORDER

- A Where Unit Prices for the affected items of the Work are included in Section 00300 - Bid Proposal , the Unit Price Change Order will be based on unit prices as originally bid, subject to provisions of Section 00700 – General Conditions of Agreement.
- B Where unit prices of the Work are not pre-determined in Section 00300 – Bid Proposal, Work Change Directive or accepted Proposal for Change will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A Contractor shall provide an itemized account and supporting data after completion of change, within time limits indicated for claims in Section 00700 – General Conditions of Agreement.
- B Engineer will determine the change allowable in Contract Price and Contract Time as provided in Section 00700 – General Conditions of Agreement.
- C Contractor shall maintain detailed records of work done on time-and-material basis as specified in this Section, 1.04 “Documentation of Change in Contract Price and Contract Time”.
- D Contractor shall provide full information required for evaluation of changes, and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A Engineer will issue Change Orders, Work Change Directives, or accepted Proposals for Change for signatures of parties named in Section 00500 – Standard Form of Agreement.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A For Stipulated Price Contracts, Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- B For Unit Price Contracts, the next monthly Application for Payment of the Work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D Contractor shall promptly enter changes to the on-site and record copies of the Plans, Technical Specifications or Contract Documents as required in Section 01760 – Project Record Documents.

2.0 PRODUCTS - Not Used**3.0 EXECUTION - Not Used**

END OF SECTION