

## SECTION 01035 - MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to this section.

#### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Division 1 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - 3. Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.
  - 4. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect's Supplemental Instructions.

#### 1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
  - 2. Unless otherwise indicated in the proposal request, within 10 days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.
    - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade

- discounts.
  - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
- 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  - 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use AIA Document G 709 for Change Order Proposal Requests.

## 1.5 ALLOWANCES

- A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
- 1. Include installation costs in the purchase amount only where indicated as part of the allowance.
  - 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
  - 3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within 10 days of receipt of the change order or construction change directive authorizing work to proceed. Claims submitted later than 10 days will be rejected.
- 1. The Change Order cost amount shall not include the Contractor's or Subcontractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from the description of the allowance and other information in Contract Documents.
  - 2. No change to the 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.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.7 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01035