

## SECTION 012663

### CHANGE ORDER PROCEDURES

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
1. Provide full written data required to evaluate the time and associated costs of changes.
  2. Maintain detailed records of work done on a time-and-material basis.
  3. Provide full documentation to the City.

##### 1.2 DEFINITIONS

- A. Change Order: A written order that is issued to modify or amend a contract or purchase order, which directs the Contractor to make changes to the contract price, contract time, or contract scope. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered in the Contract Documents for the project.

##### 1.3 PRELIMINARY PROCEDURES

- A. The City may initiate changes by submitting a proposal request to the Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress. Request will include:
1. Detailed description of the change, products, and location of the change in the project.
  2. Supplementary or revised Plans or Technical Specifications.
  3. The projected time span for making the change and whether overtime work is authorized.
  4. A specific period of time during which the requested price will be considered valid.
- B. The Contractor may initiate changes by submitting a written notice to

City, containing:

1. Description of the proposed changes.
2. Statement of the reason for making the changes.
3. Statement of the effect on the contract price and the contract time.
4. Statement of the effect on the work of subcontractors or other contractors.
5. Documentation supporting any change in contract price and/or contract time.

#### 1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. For each item for which a unit price has not previously been established, provide a lump sum proposal with sufficient substantiating data including labor, materials, equipment, and overhead and profit to allow the City to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
1. Labor required.
  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 detailed and documented.
  6. Overhead and profit.
    - a. The Contractor's fee for overhead and profit shall be limited to:
      - i. Direct payroll costs: Fifteen percent (15%).
      - ii. Materials and equipment incorporated into the work: Fifteen percent (15%).
      - iii. Subcontractors: Five percent (5%).
      - iv. Rentals of construction equipment and machinery: Zero percent (0%).
      - v. Special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and

- accountants): Zero percent (0%).
- vi. Transportation and maintenance of materials, supplies, equipment, machinery, tools, appliances, office, and temporary facilities: Zero percent (0%).
- vii. Utilities: Zero percent (0%).
- viii. Taxes: Zero percent (0%).
- ix. Bonds and Insurance: Zero percent (0%).

7. Justification for any change in Contract Time. Justification shall include a revised project schedule identifying the impact of the change.

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

1. Name of the City'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 (Certified Payroll).
4. Receipts and invoices for:
  - a. Equipment used, listing dates and times of use, and hourly rates.
  - b. Products used, listing of quantities and receipted bills.
  - c. Subcontractors billings and description of work performed.

#### 1.5 PREPARATION OF CHANGE ORDERS

- A. The City will prepare each Change Order utilizing backup prepared by the Contractor.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised contract documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the contract price and/or contract time.

#### 1.6 LUMP SUM OR FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  1. The City's proposal request and Contractor's responsive proposal as mutually agreed between the City and Contractor.

2. The Contractor's proposal for a change, as recommended by the City.

B. The City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

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

#### 1.7 UNIT PRICE CHANGE ORDERS

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

1. The City's definition of the scope of the required changes.

2. The Contractor's proposal for a change, as recommended by City.

3. Measurement of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between the City and Contractor.

#### 1.8 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. The Contractor shall revise the Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted contract price.

B. The Contractor shall revise the Construction Schedule to reflect each change in Contract Time. Subcontractor schedules shall also be revised to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, the Contractor shall record pertinent changes in the as-built drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION