

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Division 01 Section "Unit Prices" for administrative requirements for using Unit Prices.
 - 3. Division 01 Section "Payment Procedures" for administrative procedures governing applications for payment.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions form included at the end of Part 3.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change, unless specifically noted otherwise
 - 2. Within time specified in Proposal Request but no later than 7 days, when not otherwise specified after receipt of Proposal Request, submit a quotation of cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. Furnish survey data and copies of subcontractor quotations to substantiate quantities and work. All cost documentation submitted shall be from the Contractor, subcontractor or sub-subcontractor performing the work or providing the material. All work required shall be itemized in an organized manner. Architect will not review proposals not in conformance with requirements.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

CONTRACT MODIFICATION PROCEDURES

- c. Include costs of labor directly attributable to the change. Contractor office costs and site supervision costs shall be considered part of the overhead for the Change Proposal and shall not be itemized.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Delays due to the Contractor not following established procedures shall not be considered an acceptable reason for an extension of time.
 - f. Quotation Form: Use form provided at the end of Part 3.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining 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 the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. Furnish survey data and copies of subcontractor quotations to substantiate quantities and work. All cost documentation submitted shall be from the Contractor, subcontractor or sub-subcontractor performing the work or providing the material. All work required shall be itemized in an organized manner. Architect will not review proposals not in conformance with requirements.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor directly attributable to the change. Contractor office costs and site supervision costs shall be considered part of the overhead for the Change Proposal and shall not be itemized.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form provided at the end of Part 3.
- C. Time and Material Proposals: Architect will issue a description of changed conditions and requests the work be performed on a time and material basis:
1. Initial Proposal: Provide a complete description of the proposed change. Indicate the anticipated effect of the proposed change on the Contract Sum and Contract Time. Where requested, provide a not-to-exceed sum.
 2. Performance: Maintain detailed records of time and material work. Prior to work occurring, inform Owner's Representative daily of schedule for performing activities associated with the work. Secure daily signatures from the Owner's Representative for accounting of work executed.
 3. Final Accounting: Include list of quantities of products required or eliminated with unit costs, taxes, charges, fees, and quantity of labor used with copies of daily accounting signed by the Owner's Representative on form provided at the end of Part 3.

1.5 CHANGE ORDER PROCEDURES

- A. After Owner's approval of a Proposal Request, Architect will issue written directions to proceed with the work and will follow up by issuing a Change Order for signatures of Owner and Contractor on AIA Document G701 form included at the end of Part 3.

1. Change Order Acknowledgement: Written Change Orders, where not all Prime Contractors are affected by the change, will be documented to unaffected Prime Contractors via Change Order Acknowledgement Form included at the end of Part 3. Upon receipt of Change Order Acknowledgement Form from Architect, Form shall be completed by the Contractor as indicated and returned to Architect.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 form included at the end of Part 3. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
 2. Construction Change Directive may not be demanded by the Contractor for work authorized to be performed on a time and materials basis or where the work is indicated on the Documents.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Prior to work occurring, inform Owner's Representative daily of schedule for performing activities associated with the Construction Change Directive. Secure daily signatures from the Owner's Representative for accounting of work executed.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract as previously indicated for a Proposal and plus information indicated below:
 - a. Include date and number of Construction Change Directives or written authorization received directing the change in the Work.
 - b. Dates and times Work was performed and parties performing the Work.
 - c. Time record (signed work tickets), summary of hours worked and hourly rates paid. Do not submit unsigned work tickets.
 - d. Receipts, invoices, etc., establishing: equipment used (including time and dates of use), products used (quantities and locations), and subcontracts.
 2. Architect and Owner will review and determine the allowable cost of such work in accordance with the General Conditions of the Contract.

1.7 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. With each monthly Application for Payment, revise Schedule of Values to record each executed change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Revise the Construction Schedule to reflect any changes in Contract Time of scheduling the work in accordance with Division 01 Section "Summary"
 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 or Construction Change Directive, enter pertinent changes in Record Document Submittals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00



AIA[®]

Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

ASI INFORMATION:

ASI Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®]

Document G709[™] – 2018

Proposal Request

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

Architect's Project Number:
Proposal Request Number: 001
Proposal Request Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE



AIA[®]

Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order represents full and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications.

| | | | |
|--|----|-------|------|
| The original Contract Sum was | \$ | _____ | 0.00 |
| The net change by previously authorized Change Orders | \$ | _____ | 0.00 |
| The Contract Sum prior to this Change Order was | \$ | _____ | 0.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | _____ | 0.00 |
| The new Contract Sum including this Change Order will be | \$ | _____ | 0.00 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

CHANGE ORDER ACKNOWLEDGMENT FORM

Owner:

Contractors:

Project:

AEM #:

Date:

The following represents proposed changes to the work for contract(s) other than yours:
Change Order No.(s):

Description(s):

Detailed information regarding these proposed changes is available for your review

At our office. Copies available upon request.

Kindly review the work described above. It is the opinion of this office that this work will not affect the performance of your work, however, please consider changes in both cost and time, and include all present and future impact and consequential costs and damages resulting from the performance of the work. Your confirmation is needed to assure that the change(s) described above will not affect the performance of your work.

If you agree, kindly acknowledge and confirm that the change(s) will not be of any consequence to your contract by filling out the Acknowledgment Box below. **YOUR COMPLETED FORM MUST BE RETURNED TO OUR OFFICE WITHIN 14 CALENDAR DAYS.** If you cannot agree to this acknowledgment, please communicate your opinions and comments, in writing, to us within 14 calendar days. The change order process requires your response. Thank you for your cooperation.

AEM ARCHITECTS, INC.

Project Architect

| | |
|---------------------------------------|------------------------------|
| ACKNOWLEDGMENT BOX | |
| _____ <i>Contract # & Name</i> | _____ <i>Company Name</i> |
| _____ <i>Signature</i> | _____ <i>Date</i> |



AIA®

Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CCD INFORMATION:

Directive Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum decrease of \$0.00

Unit Price of \$ per

Cost, as defined below, plus the following fee:

(Insert a definition of, or method for determining, cost)

As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE