

SECTION 01 2600 CHANGE AND CLARIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This section includes administrative and procedural requirements governing contract changes and clarifications.

1.3 CLARIFICATIONS

- A. Definition: Clarification: additional information which further defines or which resolves conflicting information within the Contract Documents. The Design Professional will issue clarifications to the contract documents by one of the following means:
 - 1. AIA Document AIA G710, Architect's Supplemental Instructions
 - 2. Written response entered into the Contractors Request for Information form (RFI).
- B. Clarifications, by definition, do not modify the Contract Documents.

1.4 CHANGES

- A. Definition: Change: change to the Contract Documents. Changes will be issued via one of the following means and are valid when signed by the Owner:
 - 1. Change Order
 - 2. Emergency Field Change Order or Directive
 - 3. Other written means as agreed
- B. Changes made by any other means are invalid unless expressly approved by the Owner, including but not limited to:
 - 1. Annotations by the Design Professional on submittals and shop drawings
 - 2. Approval by the Design Professional of submittals and shop drawings which do not conform with the requirements of the contract documents
 - 3. Response to a Contractor's Request for Information (RFI)
 - 4. Field directive or field report
 - 5. Verbal Directive
 - 6. Architect's Supplemental Instruction
- C. Changes are to be incorporated into the field marked as-builts and Record Documents.

1.5 PROCESS

- A. Contractor initiated:
 - 1. Upon discovery that a clarification or change is needed to proceed with the work, the Contractor is required to submit a Request for Information (RFI) to the Design Professional. Requests for information are to include:
 - a. Date, Project Name, Project Number, RFI number
 - b. Requestor's name
 - c. Originating party, if applicable - subcontractor or supplier
 - d. Date by when the response is needed in order to avoid a delay to a critical path task. The RFI must be submitted a minimum of 7 calendar days prior to the response-needed date.
 - e. Applicable references details and drawing sheet numbers, specification sections, and/or construction submittals as appropriate to convey the request.

- f. Sketches, photos, and other information as appropriate.
 - g. The Contractor's proposed solution.
 - h. A statement as to whether the Contractor's proposed solution will impact the construction cost or schedule.
2. Design Professional's Action: upon evaluation, the Design Professional will determine whether the Contractor's proposed solution is acceptable, or will issue an alternate solution.
 3. In the event that the RFI response involves a change to the Contract, and such change may impact the construction cost or schedule, the Design Professional will issue the RFI response to the Contractor along with a Proposal Request (PR).
- B. Owner initiated:
1. The Owner may elect to modify the Work as provided for in the General Conditions of the Construction Agreement, with the Contract sum being adjusted accordingly.
 2. Upon request by the Owner, the Design Professional will issue a Proposal Request to the Contractor in order to establish the impact of the proposed change, if any, on the construction cost and schedule.

1.4 PROPOSAL REQUESTS

- A. The Contractor is required to submit a Change Order Proposal within seven (7) calendar days of issuance of a Proposal Request.
- B. Change Order Proposals are to include the following minimum information:
 1. Summary of costs, broken down into general costs and by trade
 2. Detailed breakdown as described in the General Conditions of the Construction Agreement
 3. Supporting proposals from subcontractors and suppliers
 4. Schedule impact, supported by a CPM schedule showing the effect of the change on critical path tasks
- C. Failure to provide a proposal within seven (7) calendar days will indicate the Contractor's acceptance of the Design Professional's estimated value of the change.
- D. In the event that the Contractor and the Owner do not agree on the cost and/or schedule impact of a proposed change, or when sufficient documentation cannot be provided within seven (7) days, the Owner may issue written direction to implement the change based on the Design Professional's estimate of the cost and/or schedule impact

Upon completion of the work, the Contractor may appeal the value as estimated by the Design Professional by following the procedures described in the General Conditions of the Construction Agreement.

1.5 CHANGE ORDERS and OWNER CONTINGENCY AUTHORIZATION (OCA) FORMS

A. Change Orders:

1. The Design Professional will prepare and issue Change Orders to the Contractor for execution and transmittal to the Owner.
2. In the event that the Contractor fails to execute and transmit the Change Order to the Owner within 10 days, the Owner may elect to process the Change Order in accordance with the General Conditions of the Construction Agreement.
3. Change Orders are to include, at a minimum, the following:
 - a. Description of the change
 - b. Time extension, if appropriate, associated with the change
 - c. Summary page listing each change and it's associated value, numbered sequentially, with the total dollar amount shown at bottom
 - d. Complete back up for each item, cross referenced by item number with the Summary page.

B. Emergency Field Change Order:

1. The Owner may direct changes to the Work in the case of an emergency in accordance with the terms of the Construction Agreement. Such Emergency Field Change Orders shall be issued on the Owner's form and will include an estimated adjustment in the Contract Sum and Time to the extent that the adjustment can be estimated at that time.
2. Emergency Field Change Orders are effective immediately upon issuance. The conditions of the Construction Agreement provide for detailed documentation and accounting of costs as the work progresses.
3. Emergency Field Change Orders will be processed by standard Change Order at such time that the final adjustment is determined.

C. Owner Contingency Authorization (OCA) Form:

1. The Owner may authorize changes to the Work which are to be funded with the Owner Contingency allowance, when applicable. Such directives shall be issued on the Owner's form and will be based on either a lump sum amount proposed by the Contractor, or an estimated value.
2. Changes issued on an Owner Contingency Authorization form are effective immediately upon issuance.
3. When the dollar value on an OCA form is estimated in lieu of a lump sum, the Contractor is required to provide detailed documentation and accounting of costs upon completion of the work in order to establish the final value. In the event that detailed documentation is not provided, the Contractor agrees to defer to the Design Professional to establish the final value.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION 01 2600