917 – Changes in the Work

Change Orders and Field Orders/Architects Supplemental Instructions are the only two means of changing the Work. This Chapter explains the use of and implementation of these changes.

917.1 Field Orders and/or Architects Supplemental Instructions (ASI): All changes in the Work that are for the purpose of clarification and/or minor changes, that DO NOT involve additive or deductive costs and/or time extensions shall be documented by AIA Document, Architects Supplemental Instructions G710 or other Architect-Engineer format.

917.2 Change Orders: All changes in the Work, involving costs and/or time extensions, shall be documented by means of a Change Order. All changes shall receive the approval of the Project Manager prior to the commencement of the Change Order work. Changes made without prior approval by the Project Manager may become the responsibility of the Architect/Engineer or Contractor. Executed Change Orders are legal documents and are part the Contract. They are subject to the same scrutiny as applies to the Contract.

Change Orders shall:

- Be germane to the existing Contract scope.
- Be minor in scope and cost, compared to the total Contract unless they are necessary for continuation of the Project.
- Identify the nature, justification, time, and the cost of the change.

917.3 Directives to the Contractor:

- Change Orders and Field Orders/ASI's shall be addressed to the General Contractor, not to individual subcontractors.
- The Contractor shall issue the Change Order and Field Orders/ASI's to the appropriate Subcontractor.
- Written authority is required from the Project Manager prior to proceeding with any directive that affects substitution of materials, fixtures, appliances, or equipment.
- Change Orders shall be promptly processed, allowing for payment to the Contractor.
- Multiple items may be incorporated into one Change Order, as long the Work is not delayed.

917.4 Change and Field Order Logs: The Architect-Engineer shall maintain a list of all pending and/or anticipated change proposals and consider their impact on the project budget.

917.5 Justification: The Architect-Engineer shall present justification for all Change Orders to the Project Manager for concurrence. The justification may fall under one of the following categories:

- Remedy a found condition.
- Correct an error or omission to the Contract Documents.
- Comply with a request by the Project Manager or University Department Representative. If the University Department Representative request is allowed it shall be described fully in the reason for the Change Order. Utilize a subcontractor or supplier different than those indicated in the form of proposal. A change in subcontractor or supplier requires a written release from the listed subcontractor or supplier.
- Delete work no longer deemed necessary.
- Adjust the contract for an allowance.
- Adjust the Contract for time.

917.6 Implementation: For a change in Contract time or Contract Sum, the Architect-Engineer shall obtain a proposal from the Contractor describing the proposed change in the work. This explanation shall be attached to the Contractor's proposal and included in the Change Order.

For a change in Contract time, the Contractor's proposal shall explain:

- The direct relationship to time needed to procure materials.
- The labor and equipment time required to perform the Work.
- The resultant effect on the required Substantial Completion Date.

For change in Contract Sum, the Contractor's proposal shall include:

- The cost subtotal including overhead and profit for each major category.
- The itemized cost breakdowns for all portions of the Work completed to show values of direct cost to Contractor and subcontractors. The itemizations shall breakout the costs for materials, equipment, and labor separately.

The Architect-Engineer shall not submit a Change Order until such time that the Architect-Engineer and the Contractor agree on the proposed amounts. The Architect-Engineer shall undertake negotiations with the Contractor in the best interest of the DFMS to obtain the most reasonable price for the proposed change.

The Architect-Engineer shall keep the Project Manager fully informed of discussions between the Contractor and the Architect-Engineer where there is a disagreement in the Change Order amount.

917.7 Executing Change Order Forms: Change Orders shall be produced on a DFMS form.

The Change Order document shall include the following information:

- Description of the change(s) in Work: either completely, or briefly with reference to a fully descriptive attachment and identifying proposal documentation.
- Statement of the change in Contract Sum and Contract time, both per item and total. The brief summary of changes at the bottom of the form does not take the place of the statement included in the body of the form.
- Reasons for each change. Reasons shall be concise and descriptive. If the University Department Representative request is allowed, it shall be described fully in the reason for the Change Order. The words "University Department Representative's Request" is not a legitimate standalone reason.
- Separate items for extensions of time unrelated to change in Work, such as delays or suspensions of the Work, beyond the control of the Contractor.
- Number of days extension of contract and new Substantial Completion Date located in the lower left corner of the Change Order form.
- Reference to supporting document attachments.

All attachments to a Change Order shall be clearly referenced to the specific item and Change Order number. Attachment references should be adequately descriptive to provide the clear meaning of the attachment and its use in supporting the proposed change. Attachment contents should be limited to a complete description of the proposed change(s) in the Work. No issues or items shall be included which are not associated with the contents of the Change Order.

917.8 Change Order Review: The Project Manager and University Department Representative will scrutinize the following:

- Extended overhead or damage claims.

- Critical time extensions and effect on overall Project.
- Changes inconsistent with original design intent or scope.
- Changes requested after Substantial Completion.
- Changes resulting from apparent Architect-Engineer errors or omissions.
- Changes resulting from delays caused by Architect-Engineer response times.
- Individual or cumulative changes approaching 15% of original Contract Sum or significantly impacting construction contingencies.

917.9 Change in Contract Time Based on Delays beyond the Control of the Contractor: In the event of delays based on adverse weather, government actions, embargoes, strikes, acts of God, or other such events beyond the control of the Contractor, the Contractor shall provide an initial letter making claim for extension of time. The letter shall be submitted within twenty-one (21) calendar days after commencement of delay, and state the nature of the delay, immediate impact on the Project, and whether delay is isolated or continuing.

The Contractor must support his claim with the following data:

- Contractor's daily work logs documenting delay, if applicable.
- For weather related delays, a monthly summary of local climatological data as reported by the National Weather Service for the reporting station nearest the affected location (Project site). This information will serve as the impartial basis for evaluating weather conditions, when applicable. See the following link for monthly station climate histories. https://www.ncei.noaa.gov/cdo-web/. Click on Monthly Station Climate Summaries. Then select a state and then a station/city. These monthly station climate summaries are provided in PDF format. This information includes means, median (precipitation and snow elements), extremes, mean number of days exceeding threshold values, and probabilities for monthly precipitation and freeze data.
- If an unusual and not reasonably anticipatable manufacturing or delivery delay occurs, a letter from the manufacturer or shipping company explaining the delay. When this delay is based on weather, climatological data as stated above will be required.
- If days for soil drying are requested, supporting documentation from on-site observations must be included as a part of the request.

The Architect-Engineer shall review the entire Contractor's supporting data and prepare a letter of evaluation and recommendation. The letter shall be addressed to the Project Manager. The letter should state the following:

- The Architect-Engineer's recommendation concerning the Contractor's claim.
- The Contractor's claim is based in whole or part on daily work logs or climatological data.

917.10 Change Orders after Substantial Completion: Adding Work to the Project or making modifications to the Work after Substantial Completion is strongly discouraged. When it is absolutely necessary to initiate such a change to the Contract, the added work or modification shall be identified as either part of the existing contract time frame or as a separate phase.

If the change is sought as a separate Phase, a specific interval of time for Substantial Completion of that phase, and a specific amount for liquidated damages shall be identified. The Architect-Engineer shall attach an explanation of the change and why the change should be added to the Project after Substantial Completion.

917.11 Design Errors and Omissions: The Architect-Engineer shall provide an evaluation of any problem resulting from what DFMS considers a design error or omission. The evaluation shall include the following:

- A brief description of the problem and the status of the construction at the time of its discovery.
- A complete and detailed analysis of the problem. Background facts such as circumstances, conditions, dates, personnel involved and cost data shall be included, if pertinent. Design conflicts, errors, omissions, and/or ambiguities contributing to the problem shall be identified.
- Recommended corrective actions. Attach sketches or drawings, if appropriate.
- The rationale and justification for whether or not the problem should be considered a design deficiency.

The University will make the determination of Architect-Engineer liability in connection with this problem. Any evidence or information the Architect-Engineer wishes the University to consider should be addressed here.