

**Guide Specifications**

The following specification is intended to be used, generally verbatim, in the contract documents. [Specifier Notes] shall be deleted during the editing process. Where [ ] appears in this document, this indicates requirements which are optional depending upon the project scope and conditions. Edit as appropriate for the project. The A/E consultant shall take ownership and responsibility for the contents of this section and is expected to modify other portions as necessary to accurately reflect conditions of the project. For draft copies during the design process, annotate any deletions by lining through the proposed change, and use bold lettering for any proposed additions.

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**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Requirements for Changes are also included in Part 7 of the General Conditions for Washington State Facility Construction and Supplemental Conditions. This Section specifies additional detail regarding administrative and procedural requirements for handling and processing contract modifications. In the event of conflicts between this specification and Part 7, the General Conditions and Supplemental Conditions shall supersede any requirements identified herein.

1.03 INITIAL REQUIREMENTS

- A. Prior to submitting any cost proposals, the Contractor shall submit a breakdown of all applicable trade and class wage rates intended to be incorporated into this Project using a form acceptable to the Owner. As a minimum, the breakdown shall show:
  - 1. Basic wage rate (based on L&I Intent to Pay Prevailing Wages or union agreement);
  - 2. Fringe Package (based on L&I Intent to Pay Prevailing Wages or union agreement);
  - 3. FUI (Federal Unemployment Insurance);
  - 4. FICA (Federal Insurance Compensation Act);
  - 5. SUI (State Unemployment Compensation Act);
  - 6. WC (Workers Compensation);
  - 7. Medicare;
  - 8. Any other specific trade costs that affect hourly rate. If an acronym is used, also identify the full name for it.
- B. Contractor shall submit verification of the above rates if requested by the Owner.
- C. Within 30 days of the Notice to Proceed, the Contractor shall submit a list of all equipment anticipated to be used on the project and whether it is owned or to be rented, using a form acceptable to the Owner. If during the construction process additional equipment is brought to the Project site, the Contractor shall submit an updated list.

1.04 MINOR CHANGES IN THE WORK

- A. The A/E will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on a form prepared by the A/E. If the contractor believes a cost is associated with the supplemental instructions, the Contractor is to provide written notice to the A/E and Owner within 7 days of receipt of the instructions.

## 1.05 OTHER CHANGES IN THE WORK

- A. Changes to the work can be by:
1. Change Order Proposal issued by the A/E to the Contractor on the Owner's behalf.
  2. Field Authorization issued by the A/E to the Contractor on the Owner's behalf.
  3. Request initiated by the Contractor and submitted to the A/E.
- B. Change Order Proposal (COP). The A/E will issue a detailed description of proposed Owner initiated changes in the Work on the Owner's standard COP form that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. COP requests issued by the A/E are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  2. Within 14 calendar days of receipt of a proposal request, or quicker if the project schedule necessitates, the contractor shall submit an estimate of cost necessary to execute the change to the Owner who will evaluate the cost.
- C. Field Authorization (FA). The A/E may issue, on behalf of the Owner, a FA instructing the Contractor to proceed with a change or specific portion of the change in the Work or specific portion of a COP, for subsequent inclusion in a Change Order.
1. The FA will contain a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
  2. The Contractor must provide a Not to Exceed (NTE) amount to be indicated on the FA.
  3. As the Work progresses, the Contractor is to monitor its costs. If the costs indicate they will exceed the NTE prior to being able to complete the work, the Contractor is to stop work and notify the Owner. A decision will be made by the Owner to stop the change at that time, or authorize an increase in the NTE amount.
  4. The Contractor is not to proceed with the work until the FA is signed by the Contractor, A/E, and Owner.
  5. Maintain detailed records of time and material documentation of work as required by each field authorization issued to the contractor.
    - a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
    - b. Include daily accounting of time spent by each person working specifically on such work, acknowledged by Owner's Site Representative, together with copies of all related purchase orders.
- D. Contractor Initiated Change Request. When latent, unforeseen, or other conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the A/E.
1. Provide initial documentation describing the proposed change, reason for changes, and why the proposed change is not part of the Base Bid.
- E. Detailed Documentation of Owner or Contractor initiated Changes.
1. Support each lump sum proposal quotation, and each unit price (not previously established) with sufficient substantiating data.
  2. On request, provide additional data to support time and cost computations:
    - a. Labor required.
    - b. Equipment required.
    - c. Products required.

- 1) Recommended source of purchase and unit cost.
  - 2) Quantities required.
  - d. Taxes, insurance, and bonds.
  - e. Documented credit for work deleted from Contract. f. Overhead and profit.
  - g. Justification for any change in Contract Time.
3. Support each proposal for additional costs, and time-and-material/force account work with documentation, as required for lump-sum proposal. Include additional information:
    - a. Name of A/E or Owner's authorized agent who ordered work, and date of order.
    - b. Dates and times work was performed, and by whom.
    - c. Time record, summary of hours worked, and hourly rates paid.
    - d. Receipts and invoices for:
      - 1) Equipment used, listing dates and times of use.
      - 2) Products used and listing of quantities.
      - 3) Subcontracts.
  4. Document Requests for Substitutions.
  5. Statement as to whether overtime work is, or is not, authorized.

F. Approval or Rejection of Proposal.

1. When change is initiated by A/E or Owner through a COP.
  - a. Contractor to submit a detailed proposal in writing. Quotation will be guaranteed for period specified in Proposal Request beginning from signing of proposal. If no period is specified, guarantee quotation for sixty (60) days from signing.
  - b. Owner reviews proposal and responds in writing as follows:
    - 1) Request for additional information.
    - 2) Proposal will be incorporated into a Change Order.
    - 3) Rejecting the proposal.
  - c. Contractor is not to proceed with work until a signed Change Order is received from the Owner.
2. When change is initiated by Contractor.
  - a. Owner reviews and responds in writing as follows:
    - 1) Agrees with Contractor's cost proposal;
    - 2) Request for additional information;
    - 3) Rejecting the proposal.
  - b. If the Owner responds by agreeing to the Contractor's change proposal, a Change Order will be processed.
  - c. If additional information is requested by Owner, respond in writing within fifteen (15) days of Owner's request.

1.06 CHANGE ORDER PROCEDURES

- A. Upon final agreement of costs and/or time on an Owner COP, FA or a Contractor initiated proposal, a Change Order will be processed by the Owner.
  1. The Contractor cannot submit an invoice for Work changes until a fully executed Change Order is completed.

END OF SECTION 01260