

ATTACHMENT D

SECTION 01035 – MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 01300 - Submittals for requirements for the Contractor's Construction Schedule.
 - 2. Section 01027 - Applications for Payment for administrative procedures governing Applications for Payment.
 - 3. Section 01635 - Substitutions for administrative procedures for handling requests for substitutions made after award of the Contract.

1.2 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

1.3 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Architect 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 10 working days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Administrative Contracting Officer's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. Contractor shall provide the Owner full (100%) credit for any work that is not performed where the work is associated with a Line Item Bid or Alternative Bid Items.
 - 3. See Attachment A for a sample of completed cost proposals. Note that failure to adhere to format & procedural requirements will result in rejection or proposal and subsequent delay in processing attributed to the Contractor.

- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the 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 Contract Time.
 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Section "Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form & Modification Agreement: See Attachment A for a sample for Proposal Request and Modification Agreement form. Once agreement on scope and price is reached, the A/E will prepare a modification agreement for signature by all parties. Each party has three (3) business days to execute the completed modification agreement.

1.4 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in the purchase amount only where indicated as part of the allowance.
 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 10 working days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Administrative Contracting Officer will reject claims submitted later than 10 working days.

1.5 ALTERATIONS OF PLANS OR CHARACTER OF WORK

- A. The Administrative Contracting Officer reserves the right to make alterations in the Plans or in the quantities of work as may be necessary or desirable at any time either before or during the Work of this Contract. Such alterations shall not be considered as a waiver of any Conditions of the Contract nor shall they invalidate any other the provisions thereof, except as provided.
- B. Any item which is increased or decreased by 25 percent of the Contract amount for that item is eligible for consideration for price adjustment, provided the amount of the change at the contract unit price exceeds \$10,000.00. When the item is adjusted due to an increase in the quantity of the item, the Contractor shall perform the contract amount of the item plus 25 percent, or the contract amount of the item plus \$10,000, whichever is greater, at the contract unit price.
- C. When alterations are made in excess of those shown or specified, then either party to the Contract, upon written demand, shall be entitled to a revised contract consideration.

- D. The Administrative Contracting Officer may omit any item or items in the Contract, provided that notice of intent to omit such item or items is given to the Contractor before any material has been purchased or labor involved has been performed, and such omission shall not constitute grounds for any claim for damages or loss of anticipated profits.
- E. The Administrative Contracting Officer may omit any item or items shown in the Proposal, at any time, by agreeing to compensate the Contractor for the reasonable expense already incurred and to take over at actual cost any unused material purchased in good faith for use for the item or items omitted.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Administrative Contracting Officer and the Contractor disagree on the terms of a Proposal Request; the Administrative Contracting Officer may issue an Unilateral Change Directive. The Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive contains 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.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
- C. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 CHANGE ORDER PROCEDURES

- A. State Change Order: As changes are agreed to and paperwork completed by the Contract Team change orders will be processed as follows:
 - 1. Change Order packet will be put together as shown in attachment B (State Change Order Checklist). This checklist is for reference only. Changes to state procedures will be communicated to the contract team as soon as they occur.
 - 2. The State justification letter will be completed as part of the change order to summarize the included changes. It will establish the total bonding changes, total time added, etc. A sample is included at the end of this Section for reference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

WEST VIRGINIA ARMY NATIONAL GUARD ID
CONTRACT MODIFICATION AGREEMENT

SAMPLE

Attachment A

PROJECT (Name and address):

MODIFICATION NUMBER

OWNER: ☒

DATE: 20

ARCHITECT: ☒

TO CONTRACTOR (Name and address):

ARCHITECT'S PROJECT NUMBER: 0816

CONTRACTOR: ☒

CONTRACT DATE:

FIELD: ☐

CONTRACT FOR: General Construction

OTHER: ☐

THE CONTRACT CHANGE IS AS FOLLOWS:

The following document, executed by all parties, signifies that agreement in terms and conditions of such negotiations as pertaining to the subject change, commonly referred to modification. The modification in work is not fully executed until all funding by appropriate Federal and State agencies and consequential processing by appropriate State agency for contract modifications, before the change of work is a fully funded, executable agreement.

Furthermore, in consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's letter of proposal for said adjustment, the Contractor releases the West Virginia Army National Guard and associated State of West Virginia and the United States Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the proposals for said adjustments.

Description of Modification:

Provide all labor, materials, and equipment necessary to make changes per attached documentation.

The Contract Sum will be Increased by this Modification Agreement in the amount of \$ 7,848.39

The Contract Time will remain the same.

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT

CONTRACTOR

West Virginia Army National Guard
OWNER

ADDRESS

ADDRESS

ADDRESS

BY (signature)

BY (signature)

BY (signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

SAMPLE

Proposal

To: [redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Number: 7
Date: [redacted]
Job: [redacted] WVANG AFRC -
Phone: [redacted]

Description: [redacted] Revisions

Reason: Design Change

Initiated by:

Source: PR 307

We are pleased to offer the following specifications and pricing to make the following changes:
Refer to AIA G709 - 2001 Proposal Request Number: 00..

Description	Price
See Attached Detailed Breakdown	
GC Labor	
Door, Frame & Hardware Material (A.G. Mauro)	\$777.10
Label Door Frame Onsite (Guadalupe)	\$2,375.00
Masonry Lintel (Ferro Products)	\$1,450.00
Masonry Patching (Metro Masonry)	\$610.00
Electrical (B. Armstrong Elec)	\$610.07
	\$885.00
	Subtotal: \$6,707.18
Sales Tax	\$2,985.00 6.00% \$178.10
GC Bonds	\$5,886.28 1.50% \$103.29
GC Mark-up (Sub Work)	\$2,945.08 10.00% \$294.51
GC Mark-up (GC Work)	\$3,782.10 15.00% \$564.31
	Total: \$7,848.39

The schedule is not affected by this change.

If you have any questions, please contact me at (304)525-5181.

Submitted by: [redacted]

Approved by: [redacted]

Date: [redacted]

Cc:

SAMPLE

#007

ITEM	ITEM DESCRIPTION	BID QUANTITIES	UNITS	UNIT PRICE	EXTENDED PRICE
1	Flip door swing doors 1042, 1044 & 1046				
	Reuse frame #1046 in opening #1044	N/C	MH	\$ 48.57	\$ -
	Reuse frame #1044 in opening #1046	N/C	MH	\$ 48.57	\$ -
	Reuse frame #1098 in opening #1042	N/C	MH	\$ 48.57	\$ -
2	Flip door swing doors 1098				
	Reuse frame #1042 in opening #1098	N/C	MH	\$ 48.57	\$ -
	Add Label on-site for Fire Rating	1 LS		\$ 1,450.00	\$ 1,450.00
3	Revise door and frame type at opening #1100				
	Remove existing frame already set	8 MH		\$ 48.57	\$ 388.55
	Set new frame	2 MH		\$ 48.57	\$ 97.14
	New Materials (see quote)	1 LS		\$ 470.00	\$ 470.00
	Door & Hardware labor	N/C	MH	\$ 48.57	\$ -
	Masonry Infill (see quote)	1 LS		\$ 610.07	\$ 610.07
4	New door and frame at new opening #1016A				
	Set new frame	2 MH		\$ 48.57	\$ 97.14
	New Materials - lintel (see quote)	1 LS		\$ 610.00	\$ 610.00
	New Materials - door / frame / hrdw	1 LS		\$ 1,905.00	\$ 1,905.00
	Door & Hardware labor	4 MH		\$ 48.57	\$ 194.28
	Electrical (exit light & security)	1 LS		\$ 885.00	\$ 885.00
SUBTOTAL					\$ 6,707.17
6	Sales Tax on Reinforcing Steel Material	\$ 2,985.00			\$ 179.10
7	Bonds (1.5%)	\$ 6,886.27			\$ 103.29
8	Mark-up Subcontractor Work (10%)	\$ 2,945.07			\$ 294.51
9	Mark-up Work / Purchases (15%)	\$ 3,762.10			\$ 564.32
TOTAL					\$ 7,848.39



SAMPLE

~~RESTRICTED INFORMATION: DO NOT RELEASE~~

Quote #1

Date

N

F

ATTN: Mr. I

Job Name: 1st Army Armed Forces Reserve Center

Job Location: I

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

	Add \$2,375.00
+ 6 % WV Sales Tax	\$ 142.50
Add Total	\$2,517.50

RFI # 007

The above price is for various changes to the above contract as directed by the above RFI and Neighborgall Construction e-mail dates 9-15-2010.
Reference breakdown sheet attached.

Qualifications:

- 1) Labeling of previously shipped frame # 1098 in the field must be accomplished by others.
- 2) The above price is based on this change being accepted prior to the release of wood doors for the balance of the project.

Please sign and return this quotation if we are to proceed with ordering and fabrication. No materials related to this change can be delivered until an executable change order has been received. Please expedite the change order to avoid delays in delivery once materials are received.

Terms No Retention-Net 30 Days

Quoted By: _____

Finance charge of 1-1/4% per month.
will be applied on invoices after 60 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.

COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

SAMPLE

Armed Forces Readiness Center

Breakdown Sheet

- 1) For the addition of opening # 1016A Add \$1,905.00
 - 1 Hollow Metal Frame 3870 x 5 ¼" jamb Depth x 4" Head Add \$ 285.00
 - 1 Hollow metal Door 3870 x Flush x Galvanized x Seamless Add \$ 420.00
 - 1 Architects Hardware Set 35 Add \$1,200.00

- 2) For the addition of a new hollow metal frame for opening # 1100 Add \$470.00
 - 1 Hollow Metal Frame 3870 x 5 ¼" jamb Depth x 4" Head Add \$200.00
 - 1 Wood Door 3070 - Narrow Lite-Non Label Deduct \$170.00
 - 1 Wood Door 3070 - Narrow Lite- 45 Minute Label Add \$440.00

- 3) Reuse Hollow Metal Frame # 1046 at opening # 1044 No Charge
 Due to swing change

- 4) Reuse Hollow Metal Frame # 1044 at opening # 1046 No Charge
 Due to swing change

- 5) Reuse Hollow Metal Frame # 1098 at opening # 1042 No Charge
 Due to swing change

- 6) Reuse Hollow Metal Frame # 1042 at opening # 1098 No Charge
 Due to swing change
 Note: Adding a label to frame # 1098 in the field must be accomplished by others.

SAMPLE



FIRE TESTING LABORATORIES, INC. QUOTE/PROPOSAL (v.10/05)

Phone: _____ Fax: _____

Web Site: _____
Email: _____

Date: 10/13/10

Quote No: 101310B

Attention: _____ Please fill in lines marked with an "X"

Company: N- Construction

Address: _____ 25901

Phone: _____ Fax: _____ Email: c

Service: Examining, Inspecting and/or Labeling 1 Openings (an Opening Is 1 Door &/or 1 Frame)

Pricing Details: Basic Charge = \$700.00 + Expenses (this covers 10 openings); Additional Openings Over 10 = \$30.00 each

Fee: Total: \$1,450.00 (includes \$750 for expenses; openings over 10 will be billed @ \$30.00 each)

If metal labels are preferred, add \$8.00 per label to the fee. Also, please see "Special Notes" #3 below.

Test Standard: UL 63; HUD Archale; GL-97-02

Work Location: AFRC Contact Person: same

Work Address: _____ Phone same

Approx. Commencement Date: _____ (N.B.: P.O. # must be received before job can be put on schedule)

Work Assigned To: _____

N.B.: FOR DOOR LABELING SERVICE, DOUBLE DOORS IN ONE FRAME = TWO OPENINGS

Special Notes: 1. We will need the use of a small cart, like a medicine cart, 36" high. 2. Mylar self-adhesive labels will be used. 3. If metal labels are preferred, the contractor's staff will be responsible for riveting the metal labels to the doors and frames. 4. GUARDIAN ACCEPTS VISA OR MASTER CARD. 5. QUOTE WILL BE IN EFFECT FOR 60 DAYS AFTER ISSUING DATE

GUARDIAN FEDERAL I.D. #: 14-1769957

Guardian Requires a Purchase Order From The Client & Client's Signature Below Please return signed copy with appropriate blanks filled in along with P.O. or P.O. number to Guardian: Thank you for choosing Guardian.

For _____	For Client:
Signature _____	Accepted by: _____
Print Name: _____	Print Name: _____
Title: Administrator	Title: Buyer Date _____
Date: 10/13/10 GL #: _____	Company: _____
	P. O. # _____

10-21-'10 12:36 FROM-J

T-688 P0001

000047
F-955

PHONE 1

SAMPLE

**RESPONSE TO REQUEST
FOR PROPOSAL
DOOR CHANGE AT #1100**

2010

Company

Phone: 857 707
Fax: 857 7795

RE: Armed Forces Reserve Center
7

Cost for labor, material and equipment to:

In-fill for Door Change at #1100. *****Total Additional Cost \$610.07

Please advise in writing if this Proposal is accepted

5. 7 . . .

000048

SAMPLE

DEBIT MEMO ****

PAGE: 1

CHA

13-0753

INVOICE NUMBER: 6

INVOICE DATE:

ORDER NUMBER:

SALESPERSON:

CUSTOMER NO:

SOLD TO:

N.
F.
HL

SHIP TO:

WV ARMED SERVICES PROJECT
C, CONSTRUCTION
WV

CUSTOMER P.O.

RBAL

TERMS

Net 30 Days

BEAM LINTER

610.00

ORDERED BY J

NET INVOICE:	610.00
FREIGHT:	.00
SALES TAX:	36.60
INVOICE TOTAL:	646.60

Option certificates are required for the state
which material is delivered or tax must be paid



 Phone: 714 966-1124

WV 20

Fax: 714 966-1124

E-Mail: info@wv20.com

h.

October 1

Hunt

Attn: L

Armory -

1) Door Addition -**Exit Light & Materials - \$52.18 + 15% = \$175.00****Labor - 3 hours @ \$65.22 + 15% = \$210.00****Fire Alarm Pull Station -****Pull Station & Materials - \$82.62 + 15% = \$95.00****Labor - 2 hours @ \$65.22 + 15% = \$150.00****Door Contact -****Door Contact & Materials - \$39.14 + 15% = \$45.00****Labor - 3 hours @ \$65.22 + 15% = \$210.00****Total - \$885.00**

Thank you,

**State Change Order Submission Checklist for WVARNG Project Use
ONLY:
(Attachment B Sect 1035)**

- _____ Memorandum of Justification for Change Order Body (Owner)
 - Justification of Delay (if applicable – 20 days beyond signature dates)
 - Itemized Description, justification, and cost for work modifications
 - Consolidated pricing
 - Proper format
 - Proper labeling
 - Project Manager/Branch Chief signatures

- _____ WV-35 (Owner)
 - Correct cost
 - "X" Document
 - Signed
 - Correct Change Order #

- _____ Verification of Vendor in Good Standing (Owner)
 - Secretary of State Registration
 - State Contractor License
 - Insurance Commission
 - Workers Comp

- _____ CFMO Modification Document (All)
 - Correct cost
 - Correct time
 - Standard language
 - Correct label/identifier

- _____ **Contractor** Letter(s) – Also see "Backup Information" below
 - Original letters
 - Correct cost
 - Purchasing Affidavit signed by the vendor

- _____ Backup Information
 - Contractor's Estimate/detailed quotes/sub-contractor's detailed quotes if applicable (Contractor)
 - TAG-CFO Authorization (if applicable) (Owner)

- _____ Contractor Bonding Change (Contractor)
 - Original Rider & Raised seals and Acknowledgement
 - Correct cost- must exactly match new contract amount

WEST VIRGINIA ARMY NATIONAL GUARD
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE
DESIGN & CONSTRUCTION BRANCH
1703 Coonskin Drive
Charleston, West Virginia, 25311-1085

SAMPLE
2

FMO-OTR-

08 2013

State of West Virginia Department of Administration
Purchasing Division
Attn: Tara Lyle
2019 Washington Street, East
Charleston, WV 25305-0130

Subject: Contract Changes (CO#1), RC, Counties,
WV

Re: , Contract DEFK NGB PN

Dear Ms. Lyle:

Please accept the following information as sufficient justification for Changes on the above-referenced Construction Contract associated with the Readiness Center project in Counties, WV.

Item #1: WV NPDES Stormwater Permit Application Fee

1. Scope-of-Work: Provide the monies required for the A/E to pay the NPDES Stormwater Permit Application Fee directly to the State of West Virginia on behalf of the WVARNG, using Federal Design funds.
2. Justification for Change: The A/E Contract for the above-referenced Project was executed in 2006. In more recent times, the WVARNG has included responsibility for the payment of the WV NPDES Stormwater Permit Application Fee in the A/E's Contract for similar Projects. Executing a Change Order to the A/E's Contract for the Logan/Mingo RC Project will make it consistent with the terms of similar A/E Contracts for other current Projects. There is no re-work involved with this change.
3. Cost: \$1,287.00
4. Funding: 100% Federal Funds = \$1,287.00
0% State Monies = \$0.00

Item #2: Contract Time Extension

1. Scope-of-Work: Extend the A/E Contract Expiration Date from 31 December 2012 to 31 December 2013.

2. Justification for Change: The A/E Contract was executed in 2006 with a Contract Expiration Date of 31 December 2012. The time required for the WVARNG to secure funding for completion of this Contract pushed the date for submission of the Construction Bid Documents to the NGB out to February 2013. Extending the A/E Contract Completion Time from 31 December 2012 to 31 December 2013 (365 days) will provide adequate time for the A/E to fulfill their obligations regarding the design and bidding phase services for this Project.

3. Cost: \$0.00

4. Funding: 0% Federal Funds = \$0.00
0% State Monies = \$0.00

Accounting Summary:

<u>Item #</u>	<u>COR #</u>	<u>Description</u>	<u>Reason</u>	<u>Within Scope</u>	<u>Amount</u>	<u>Time</u>	<u>FEDERAL</u>	<u>STATE</u>
1	N/A	WV NPDES Stormwater Permit Fee	O	Y	\$1,287.00	0	\$1,287.00	\$0.00
2	N/A	Contract Time Extension	O	Y	\$0.00	365	\$0.00	\$0.00
					NET CHANGE		Days	
Totals					\$1,287.00	365	\$1,287.00	\$0.00

(Reason Notes: E- Error and Omission, U- Unforeseen Condition, O- Owner Directed)

If you have any questions, please contact Mr. _____) at your convenience. We thank you in advance for your continued timely assistance in these matters.

Respectfully,

Concurrence:

Project Manager

Daniel W. Clevenger
MAJ, WVARNG
Design & Construction Branch Chief, CFMO

Attachments:

1. WV-35
2. Purchasing Affidavit
3. Back-up Information