

- 30.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 30.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 30.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

#### **ARTICLE 31. SALVAGE.**

- 31.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 31.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

#### **ARTICLE 32. CLAIMS BY THE CONTRACTOR.**

- 32.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of Document 00520, Agreement Form, in the event the Contractor is entitled to assert a claim against Owner for any reason, claims by the Contractor against the Owner are subject to the following terms and conditions:
- 32.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 32.01.02 The Contractor shall continue its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 32.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 32.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 32.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the

Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

### **ARTICLE 33. CHANGE ORDERS.**

- 33.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 33.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 33.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 33.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 33.02.08 below, and (b) the execution of the Change Order; or,
  - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 33.02.08 below) by determining the "total actual costs" (in accordance with Article 33.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
- 33.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

- 33.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.
- 33.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 33.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 33.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 33.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 33.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
  - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
  - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 33.02.09 below, plus an added percentage, all determined as follows:

**OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be

considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below), and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below) and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

33.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his

subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

- 33.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 33.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation system specified elsewhere in the Contract Documents, including Document 01250e, Construction Change Directive.
- 33.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order on Document 01250f, Project Consultant's Supplemental Instructions and such changes shall be binding on the Owner and the Contractor.
- 33.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The School Board of Broward County, Florida under Board Policy 7006, the rules of which are incorporated below:
- A. The Superintendent or the Associate Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.
  - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
  - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.

#### **ARTICLE 34. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 34.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 34.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project

## **SECTION 01250 (01 26 00)**

### **CONTRACT MODIFICATION PROCEDURES**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Submittals.
- B. Documentation of change in Contract Sum/Price and Contract Time.
- C. Change procedures.
- D. Construction Change Directive.
- E. Lump Sum Price Change Order.
- F. Unit Price Change Order.
- G. Time and Material Change Order.
- H. Execution of Change Orders.
- I. Correlation of Contractor submittals.

##### **1.2 RELATED SECTIONS**

- A. Document 00410-Bid Form: Monetary values established for base bid, alternates, unit prices.
- B. Document 00435-Schedule of Values: Detailed monetary valuation of increments of the Work.
- C. Document 00436-Schedule of Unit Prices: Monetary values of unit prices not used to establish the basis for award.
- D. Document 00520-Agreement Form: Monetary values of established unit prices, acceptance of alternates and percentage allowances for Contractor's overhead and profit.
- E. Document 00700-General Conditions of the Contract: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- F. Document 00800-Supplementary Conditions of the Contract.
- G. Section 01290-Payment Procedures: Payment applications.
- H. Section 01320-Construction Progress Documentation: Work schedule.
- I. Section 01610-Basic Product Requirements: General requirements for products
- J. Section 01620-Product Options: Options for Products.
- K. Section 01630-Product Substitution Procedures: Substitutions.

- L. Section 01780-Closeout Submittals: Project record documents.

### **1.3 RELATED FORMS**

- A. Document 01250a-Proposal Request.
- B. Document 01250b-Change Order Request (Proposal).
- C. Document 01250c-Proposal Worksheet Detail.
- D. Document 01250d-Proposal Cost Summary.
- E. Document 01250e-Construction Change Directive.
- F. Document 01250f-Project Consultant's Supplemental Instructions.
- G. Document 01250g-Change Order.

### **1.4 SUBMITTALS**

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in the Contractor's employ or subcontractors of changes to the Work.

### **1.5 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME**

- A. Maintain detailed records of the Work. Provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. For all Change Order Proposals, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance, and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a cost plus price basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Name of the Owner's authorized agent who ordered the work and the date of the order.
  - 3. Dates and times work was performed, and by whom.
  - 4. Time records, summary of hours worked and wage rates paid.
  - 5. Original invoices and receipts for:
    - (a) Products used, including a listing of quantities.
    - (b) Equipment used, including a listing of dates and times of use.
    - (c) Subcontracts, similarly documented.
- E. Time Impact Analysis:
  - 1. For all Construction Change Directives where there has been no agreement as to the change's impact on project time, the Contractor shall prepare and submit a Time Impact

Analysis illustrating the influence of each change or delay upon the current contract schedule. The Time Impact Analysis shall document:

- (a) A schedule sub-net demonstrating how the Contractor proposes to incorporate the change order or delay into his detailed schedule based upon the date the Construction Change Directive is issued to the Contractor.
  - (b) The status of construction at that point in time.
  - (c) The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule closest to the time of delay or change.
2. Submit the Time Impact Analysis as an attachment to each submitted Document 01250b-Change Order Request (Proposal) or within 7 days of receipt of a Construction Change Directive or other event that might delay with progress of the Work.
  3. When the Contractor does not submit a Time Impact Analysis for a specific change order or delay as an attachment to 01250b-Change Order Request (Proposal) or within the time frames specified for Construction Change Directives or other delays, then it shall be mutually agreed that the particular Construction Change Directive, or delay has no effect on Contract time except as otherwise allowed elsewhere within the Contract Documents.
  4. When approved by the Owner, the sub-nets associated with that particular Construction Change Directive or other delay shall be incorporated into the detailed construction schedule by the Contractor during the first update after such approval.

## 1.6 CHANGE PROCEDURES

- A. The Project Consultant will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Document 01250f-Project Consultant's Supplemental Instructions.
- B. The Project Consultant may issue a Document 01250a-Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
  1. Contractor shall prepare and submit an estimate within 14 calendar days after receipt of the Proposal Request in the form of Document 01250b-Change Order Request (Proposal) and its required supporting documentation including Documents 01250c-Proposal Worksheet Detail, 01250d-Proposal Cost Summary and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
  2. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- C. The Contractor may propose a change by submitting a request for change on Document 01250b-Change Order Request (Proposal) to the Project Consultant, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors, the Owner's forces or others.
  1. Required supporting documentation includes Documents 01250c-Proposal Worksheet Detail, 01250d-Proposal Cost Summary, a Time Impact Analysis, and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
  2. Such proposals by the Contractor are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- D. Preparation of Change Order Items:



1. The Project Consultant will prepare a Change Order Item for the Owner and submit it to the Facilities and Construction Management Department for consideration by the Project Manager, the Facility Manager and other professionals on the Owner's staff.
2. Upon the recommendation of the Facilities and Construction Management Department, the Change Order will be prepared for consideration by The School Board of Broward County, Florida.
3. Change Orders, which are critically needed to facilitate the continuing progress of the Work, should be so identified on the submitted Document 01250b-Change Order Request (Proposal). The Owner may issue Document 01250e-Construction Change Directive, directing the Contractor to proceed with Work related to a critically needed Change Order which is under consideration, but not yet approved, by The School Board of Broward County, Florida.

## **1.7 CONSTRUCTION CHANGE DIRECTIVE**

- A. Project Consultant may issue Document 01250e-Construction Change Directive, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Document 01250e-Construction Change Directive, is a written order prepared by the Project Consultant and signed by the Owner and the Project Consultant, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- C. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or where The School Board of Broward County, Florida's process for consideration of a Change Order would unreasonably, at the Owner's discretion, prohibit the Contractor from completing time critical elements of the Work.
- D. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the methods specified in this Specification Section and in the other applicable Contract Documents.
- E. Upon receipt of Document 01250e-Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Consultant of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum.
- F. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded and issued as a Change Order upon subsequent approval of the proposed Change by The School Board of Broward County, Florida.
- G. Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by The School Board of Broward County, Florida. As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Board approves the changes and the Change Order is issued to the Contractor.

## **1.8 LUMP SUM PRICE CHANGE ORDER**

- A. Content of Lump Sum Price Change Orders shall be based on:
  - 1. Project Consultant's Document 01250-Proposal Request and Contractor's responsive Document 01250b-Change Order Request (Proposal) as mutually agreed between the Owner and the Contractor.
  - 2. Contractor's Document 01250b-Change Order Request (Proposal) as recommended by the Project Consultant and approved by the Owner.
  - 3. Owner and Project Consultant will issue and sign Change Order as authorization for the Contractor to proceed with the changes.
  - 4. Contractor shall sign and date Form 1250g-Change Order to indicate agreement with the terms therein.

## **1.9 UNIT PRICE CHANGE ORDER**

- A. Content of Unit Price Change Orders shall be based on either:
  - 1. The Project Consultant's definition of the scope of the required changes.
  - 2. Contractor's Document 01250b-Change Order Request (Proposal) for a change as recommended by the Project Consultant and approved by the Owner.
- B. Amounts of the Unit Prices:
  - 1. Shall be those unit prices previously submitted on Document 00436-Schedule of Unit Prices during bidding or, as applicable, those submitted on Document 00350-Project Cost Proposal.
  - 2. Or, in the absence of previously submitted unit prices, unit prices shall be developed and mutually agreed to by the Owner and the Contractor. In cases where the Owner and the Contractor cannot mutually agree, a reasonable unit price shall be determined by the Project Consultant and utilized by the Owner and Contractor as the basis of similar Unit Price Change Orders that may occur during the remainder of the Contract term.
- C. When quantities of each of the items affected by the Change Order can be determined prior to the start of the Work related to that Change Order:
  - 1. Owner and Project Consultant will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
  - 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to the start of the Work:
  - 1. The Project Consultant and Owner will issue Document 01250e, Construction Change Directive, directing the Contractor to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.
  - 2. At the completion of the changes:
    - (a) The Contractor shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.
    - (b) The Project Consultant will review and evaluate the cost of such Work based on the established unit prices and quantities used.
  - 3. Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
  - 4. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

## **1.10 COST PLUS PRICE CHANGE ORDER**

- A. The Project Consultant and Owner will issue Document 01250e-Construction Change Directive directing the Contractor to proceed with the changes.

- B. At completion of the change, the Contractor shall submit an itemized accounting and supporting data as required in Article 1.04 above.
- C. The Project Consultant will review and evaluate the cost of such work, the required documentation, and the Contractor's calculations of cost and time.
- D. The Project Consultant or the Owner may observe the progress of the Work related to Cost Plus Price Change Orders on a full-time basis or as necessary to substantiate the Work.
- E. The Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
- F. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

#### **1.11 EXECUTION OF CHANGE ORDERS**

- A. Execution of Change Orders: The Project Consultant will issue Change Orders for signatures of parties.

#### **1.12 CORRELATION OF CONTRACTOR SUBMITTALS**

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. The original contract sum and scheduled values shall be copied in all updated Schedule of Values and Request for Payment forms, and the changes, where necessary, shall be noted and itemized separately at the bottom of the forms.
- C. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- D. Promptly enter changes in Project Record Documents.

### **PART 2 PRODUCTS - Not Used**

### **PART 3 EXECUTION - Not Used**

## **END OF SECTION**



## Project Manager's Change Order Review Approval Form

To:  
**CONTRACTS  
DEPARTMENT**

Contractor:  
Project No:  
Project Title:  
Facility Name:

☐ Change Order  
☐ Construction Change Directive  
☐ Contingency Use Directive

Number    Date:

As Project Manager, I have reviewed this document and its entire backup and find the items acceptable for processing. I am transmitting this document to be processed for School Board approval at the next available Board meeting. The failure by the Consultant or Contractor to provide the information required to process this item, as noted below, will be considered sound reason for rejection of the proposed item.

Entitlement: The contractor is entitled to this ☐ Change Order, ☐ CCD, ☐ CUD, for the following reason:

- I have reviewed the Total Change Order amount, reviewed the subcontractor markup, profit and overhead, and the general contractor markup- profit, overhead and bond, and they are in compliance with the terms of the contract approved by the Board for this project.
- The Contractor and Consultant have not altered any form of the official contract documents provided to them in this contract and these are the forms approved for this project. This includes the attachment of any item whose language is in direct contradiction of the language written in the School Board issued form for Change Orders, CCD's and CUD's including qualifications.
- The consultant has written the Description of change and the Reason for change that I have provided him for these items.
- The contractor has provided enough backup to determine that the price submitted is fair and equitable.
- For Owner Request Change Orders, the approval memo from the Deputy Superintendent, the Executive Director Project Management, or Senior Project Manager has been attached.

Amount recommended by Project Manager \$\_\_\_\_\_

Change to Contract Time recommended by Project Manager \_\_\_\_\_ consecutive calendar days.

Date:

Project  
Manager (Signature)



**The School Board of Broward County, Florida**  
**Facilities and Construction Management**  
**1700 Southwest 14<sup>th</sup> Court**  
**Fort Lauderdale, FL 33312**

**Phone: (754) 321-1500**

**(This form can only be used for Unforeseen Conditions)**

**Document 01250h: Contingency Use Directive**

**To:**

**Directive No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Construction Manager)

Project No:

Project Title:

Facility

Name:

(One Directive per form)

**Description of Directed Change:**

You are hereby directed to make the following change(s) requiring the use of contingency funds as authorized in the Agreement with the Construction Manager (CM):

**Proposed Adjustments**

1. The Proposed adjustment to the Guaranteed Maximum Price Contingency is

☐ Lump Sum ☐ Increase ☐ Decrease of \$ \_\_\_\_\_  
☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_

2. The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of \_\_\_\_\_ days.  
☐ decrease of \_\_\_\_\_ days.

When signed by the Project Consultant and the Owner and received by the Construction Manager, this document becomes effective immediately as a Contingency use Directive (CUD) and the CM shall proceed with the change(s) described above. CUD's above \$50,000 require Board Approval prior to disbursement to the CM.		Signature by the CM indicates Agreement by the CM with the Proposed Adjustments to the GMP Contingency.
<b>Project Consultant</b>	<b>Owner – Project Manager</b>	<b>Sr. Project Manager</b>
By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____
<b>Total Program Manager</b>	<b>Executive Director, Project Management</b>	<b>Deputy Superintendent</b>
By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____

☐ Construction Manager: Return Signed ☐ Project Consultant ☐ Owner ☐ Other  
Copy to:



The School Board of Broward County, Florida  
Facilities and Construction Management Division  
1700 SW 14th Court  
Fort Lauderdale, FL 33312

(754) 321-1500

**Document 01250g (00 63 63)-Construction Change Order-Item # \_\_\_\_\_**

Facility Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project # \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Reference Letter  
Dated: \_\_\_\_\_

Description of Change: \_\_\_\_\_

Attachments: \_\_\_\_\_

Reason For Change: \_\_\_\_\_

Summary:

Total of Credits and/or Added Costs: Add: \$ \_\_\_\_\_  
Deduct: \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) by: \_\_\_\_\_ Days

**THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.**

Recommended

Accepted

Reviewed and Concurred

Project Consultant's Signature Date

Contractor's Signature Date

Facilities Project Manager  
Date

Project Consultant's Typed Name

Contractor's Typed Name

Facilities Project Manager's Typed Name

Project Consultant's Firm Name

Contractor's Firm Name

The School Board of Broward County, FL

**This Information to be completed by School Board of Broward County Staff**

Change Order Categories	Sub Categories
<input type="checkbox"/> Owner's Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error	<input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/Emergency



The School Board of Broward County, Florida  
Facilities and Construction Management Division  
1700 SW 14th Court  
Fort Lauderdale, FL 33312

(754) 321-1500

## Document 01250e (00 63 46)-Construction Change Directive

To:

(Contractor)

Directive No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project No:

Project Title:

Facility Name:

(One Directive per form)

### Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

### Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☐ Increase ☐ Decrease of \$ \_\_\_\_\_.  
☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_.  
☐ As provided in Specification Section 01250, Contract Modifications.  
☐ As follows:

2. The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of \_\_\_\_\_ days.  
☐ decrease of \_\_\_\_\_ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.
Project Consultant	Owner	Contractor
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ \_\_\_\_\_



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**Document 01250a (00 63 00)-Proposal Request**

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To:

(Contractor)

Project No:

Project Title:

Facility Name:

Proposal  
Request No.: \_\_\_\_\_

Date: \_\_\_\_\_

(One Proposal  
request per form)

---

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described below.

**This is not a Change Order nor a direction to proceed with the Work described below.**

---

**Description:** (Written description of the Work)

**Attachments:** (List attached documents that support description):

---

**Project  
Consultant:**

**By:** (Signature)





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**Document 01250b (00 63 57)-Change Order Request (Proposal)**

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To:

(Project Consultant)

Change Order

Request No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project No:

Project Title:

(One Request  
(Proposal) per form)

Facility Name:

---

This Change Order Request (Proposal) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents based on Proposal Request No. \_\_\_\_\_ or other conditions which require this Proposal.

---

**Description of Proposed Change:**

☐ Attachments

---

**Reason for Change:**

---

Does Proposed Change involve a change in Contract Sum or Time? ☐ Yes ☐ No

If yes: Proposed Change in Contract Sum:

Proposed Change in Contract Time:

Attached Pages: ☐ Proposal Worksheet Summary

☐ Proposal Worksheet Detail(s)

---

**Contractor:**

**By:** (Signature)

☐ Attached is supporting information from:

☐ Subcontractor

☐ Supplier

☐ \_\_\_\_\_



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Document 01250c (00 63 55)-Proposal Worksheet Detail

To:

(Project Consultant)

Project No:  
Project Title:  
Facility Name:

Proposal  
Request No.: \_\_\_\_\_

Change Order  
Request No.: \_\_\_\_\_

Date Prepared:

From/Trade: \_\_\_\_\_

Shaded Areas for Project Consultant's Use Only

Contact:

Phone:

Additions:

		Estimated		UNIT PRICES									
	Ref No.	Item Description	Quantity		Materials	&	Labor					TOTAL	
1													
2													
3													
4													
4													
5													
6													
7													
8													
9													
10													
Subtotal: (Enter this number on Worksheet Summary)													



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## Document 01250d (00 63 54)-Proposal Worksheet Summary

To:

(Project Consultant)

Project No:  
Project Title:  
Facility Name:

Proposal  
Request No.:

Change Order  
Request No.:

Date Prepared:

From/Trade: \_\_\_\_\_

Contact:

Phone: \_\_\_\_\_

### Additions:

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
Subtotal Additions:					

### Deductions:

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Subtotal Deductions:					

Subtotal (Additions - Deductions): \_\_\_\_\_

05% Subcontractor's Overhead \_\_\_\_\_

10% Subcontractor's Profit \_\_\_\_\_

01% Bond Allowance \_\_\_\_\_

Total \_\_\_\_\_



## Document 01250f (00 63 33)-Project Consultant's Supplemental Instructions

To:

(Contractor)

Project No:  
Project Title:  
Facility Name:

Supplemental  
Instruction No.:

Date:

You are hereby notified that the Work shall be carried out in accordance with the following supplemental instructions issued in accordance with and reasonably inferable from the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding with these instructions, indicate your acceptance of these instructions for a minor change to the Work as consistent with the Contract Documents and return a copy to the Project Consultant.

**Description of Interpretation or Minor Change:** (Written description of the Work)

**Attachments:** (List attached documents that support description):

**Issued**

**Project  
Consultant:**

**By:** (Signature) \_\_\_\_\_

**Accepted**

**Contractor:**

**By:** (Signature) \_\_\_\_\_

**Date:** \_\_\_\_\_

**Copies:** ☐ Field Construction Manager ☐ Consultants ☐ Other: