

Business and Noninstructional Operations

Capital Outlay

Construction

A. Progress Payments

The administration will present to the Board of Education for approval periodic progress billings as represented by the contractor and agreed upon by the inspector and architect. Each payment request will represent a sum that, when added to previous progress payments, will equal 90% of the value of the work performed up to the last day of the previous month. This procedure conforms with Article 28 of the Agreement.

B. Time Extensions

Article 6 of the General Conditions of the Contract allows extension of time in completion of work to the contractor, due to unforeseeable causes beyond the control and without the fault or negligence of the contractor. Possible causes for time extension include but are not restricted to acts of God or public enemy, acts of government, acts of the District or anyone employed by the District, or acts of other contractor in performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes. The General Conditions also specify that the contractor shall, within ten days of the beginning of any such delay, notify the District in writing, of the causes of delay. Thereupon, the District shall ascertain the facts and extent of the delay and grant extension of time for completing work, when in the District's judgment, the findings of fact justify such an extension. It is the intention of the administration to bring significant requests for delay by the contractor to the Board of Education each month at the same time that approval of progress payments is requested.

C. Change Orders

Change orders can be broken down into three different categories. They are (a) actual changes in the scope of the work to be performed; (b) unforeseeable circumstances, such as unsatisfactory soil bearing characteristics or underground utility lines not shown on the drawings, or (c) irreconcilable difference between the project design and actual conditions, such as a door that may not swing fully open due to interference of a wall.

It is the intention of the administration to bring all requests for change in scope to the Board of Education for approval prior to authorizing the change.

In the case of changes due to unforeseeable circumstances, it is the intention of the administration to authorize any such change where the cost of the change does not exceed \$2500 and to subsequently ask the Board of Education to ratify the administrative authorization. Since most changes due to unforeseeable circumstances require immediate action, those changes which involve a cost in

Business and Noninstructional Operations

Capital Outlay

Construction - continued

excess of \$2500 will be informally discussed with the individual Board members prior to field authorization of the change. Again, in this case, the Board of Education will be asked to officially ratify the action at a subsequent Board of Education meeting.

In the case of a change required due to a design discrepancy, it is the intention of the administration to inform the Board of Education of the change, field authorize changes under \$2500 and request later ratification by the Board of Education, or in the case where the change will cost in excess of \$2500, inform the Board of Education in writing of the change prior to field authorization and subsequent Board of Education ratification.

In construction work in which an architect, construction manager, or engineer has been employed, the architect, construction manager, or engineer shall participate in the change order recommendation.

Rules Approved: 1/5/71  
Rules Revised: 5/15/73; 7/19/94; 2/4/03

Formerly AR 3572