SUDAS Revision Submittal Form

Status Date:	As of 10/23/2026	**Topic:**	Increase or decrease of work
Manual:	Specifications	**Manual Location:**	Sections 1010, 1.03 and 1040, 1.06, B

Requested Revision:

Section 1010 - Definitions, 1.03 - Definitions and Terms

MAJOR ITEM. This is a pay item whose total original contract cost ~~or original contract cost plus any authorized additions~~ exceeds 10% of the total original contract amount, or exceeds $100,000, whichever is less.

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Section 1040 - Scope of Work

1.06 INCREASE OR DECREASE OF WORK

A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.

B. Unless such alterations, increases, or decreases ~~materially change~~ are a significant change to the character of the work to be performed or the cost thereof, the altered work shall be paid for at the ~~same~~ established unit prices ~~as other parts of the~~ for those items of work. ~~Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.~~

If the alterations or changes in quantities are a significant change to the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable. When a major item is increased in excess of 120% or decreased below 80% or the original contract quantity, a unit price adjustment may be considered.

The Engineer may designate specific bid items as non-major items when the quantities are subject to substantial uncertainty due to existing site conditions, subsurface conditions, utility conflicts, contamination, unsuitable materials, or other factors difficult to accurately determine during design. Such designation shall be identified in the contract documents prior to bidding, and those items shall not be subject to the major item provisions of this section.

The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

1. All increases in work of the type that appear in the contract as pay items accompanied by unit prices will be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

2. Major items of work for which the quantities are increased in excess of 120% or decreased below 80% of the original contract quantities will be paid for at the contract unit prices. Any adjustments for increased quantities for major items of work increased more than 120% shall only apply to the portion in excess of 120% of original contract quantities. Any adjustments made for major items of work decreased to less than 80% of the original contract quantities shall apply to the actual amount of work performed.

C. Whenever materials have been delivered to the Contractor or to the work site and the bid item related to those materials is deleted, the Jurisdiction will determine one of the following:

1. Pay invoiced cost for the materials, not to exceed 80% of the authorized amount for the bid item, plus 10% of the invoiced material cost as an overhead charge in addition to documented transportation costs to have the Contractor deliver the materials to the site designated by the Engineer

   OR

2. Pay the invoiced restocking fee (not to exceed 15% of the actual material cost), plus 10% of the restocking fee as an overhead charge, in addition to documented transportation costs incurred by the Contractor to return the materials.

Reason for Revision: Requested revision during the February 2026 webinar.

Comments: Looked at various supplementals to develop proposed language.

Region:	☒ Central	☐ East	☐ West
Initial Comments:	One committee member suggested changes per IL DOT and City of Ames's supplemental. After discussion, the group requested staff re-review and bring back a revised version in October.		
Final Comments:	None.		
Action:	☐ Deferred	☐ Not Approved	☒ Approved

Region:	☐ Central	☐ East	☒ West
Initial Comments:	Clarify this applies to major items only - $100k or 10% of the contract.		
Final Comments:	Remove "or original contract cost plus any authorized additions" from the definition. *Note - stricken from proposal above.*		
Action:	☐ Deferred	☐ Not Approved	☒ Approved

Region:	☐ Central	☒ East	☐ West
Initial Comments:	Cedar Rapids also has a supplemental. The group suggested mirroring Iowa DOT language and requested a better define the amount that is being negotiated and major item of work.		
Final Comments:	Agree with East Region suggestion.		
Action:	☐ Deferred	☐ Not Approved	☒ Approved

Final Regional Action Summary: All 3 regions approved; see comments above.

Board of Directors Action: