

0010103b DEFINITIONS AND TERMS – DEFINITIONS
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

Bob Burleson (Brad Copenhaver)
bburleson@FTBA.com

Comment: (Internal 6-8-10)

It cleans up the work order vs change order confusion but I do not think it makes it clear that design changes are a contract document. Brings us back to the point where the contractors would have to insist that any design change be implemented by work order or supplemental agreement (even if there is no cost impact) so that they will be following the contract documents and potentially be afforded the statutory tort protections. I know that design changes are often made simply by issuing revised pages via a transmittal from the EOR/CEI. What would make those changes “contract documents” per this definition? What about adding:

“ . . . plans (including revisions thereto issued during construction), . . . “

Again, I doubt this is controversial but I personal injury lawyer will be looking for loopholes to walk through if there is an accident and the contractor was set up according to revised plans that were not covered by a work order or supplemental agreement.

Response: Agree. Change made.
