

SECTION 00800

SUPPLEMENTARY CONDITIONS

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1.0 GENERAL

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this Contract. Any provisions in the General Conditions which pertain to a non-existent condition and which are not applicable to the work to be performed hereunder, or which conflict with any portion of the Supplementary Conditions, shall have no meaning in the Contract and shall be disregarded.

2.0 APPLICABLE PARTS OF SPECIFICATIONS

The Contract Documents are made of several sections which, taken together, are intended to describe and provide for a complete and useful project. Any requirement appearing in one of these sections is as binding as though it occurred in all sections. In case of discrepancies, figured dimensions shall govern over scaled dimensions and Supplementary Conditions shall govern over General Conditions. The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and the OWNER shall be permitted to make such corrections or interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

3.0 PRIORITY OF INTERPRETATION FOR TWDB FUNDED PROJECTS

In paragraph 2.02.1 of the General Conditions, revise the second sentence to read: *"In case of a conflict between any of the Contract Documents, priority of interpretation shall be in the following order: TWDB Supplemental Conditions, signed Agreement; Addenda; Change Orders; Field Orders; Notice to Proceed; Supplementary Conditions; Site Certificate; General Conditions; Notice of Award; Invitation to Bid; Instructions to Bidders; Bid; Specifications; Drawings; Performance Bonds; Payment Bonds; and, Special Bonds."*

4.0 PROJECT SUPERINTENDENT

In paragraph 1.01.35 of the General Conditions, add the following sentences: "Contractor's superintendent shall be on-site at all times that work is being performed by the Contractor or one of the Contractor's subcontractors. The duties of the contractor's superintendent shall not include operation of equipment."

Written data stating the Bidder's Qualifications in accordance with the Instruction to Bidders must include a resume listing the qualifications and experience record of the proposed resident superintendent, as well as references from similar projects. This resident superintendent, if found to be acceptable, shall not be replaced without written notice to and consent from the OWNER except under extraordinary circumstances. Qualifications of a proposed replacement shall be submitted when a request is made for the replacement of the superintendent and shall be approved by the OWNER and ENGINEER.

During the construction of the Project, the resident superintendent shall demonstrate an ability to properly execute the work outlined in the Contract Documents in a timely manner and shall consistently produce work of an acceptable quality and in accordance with the Contract Documents. If the ENGINEER or OWNER shall have a reasonable objection to the performance of the resident superintendent, the CONTRACTOR shall replace the resident superintendent upon written notice from the OWNER. The resident superintendent is to be replaced with a superintendent acceptable to the OWNER. No extension of time will be

allowed for delays caused by the replacement of a resident superintendent.

5.0 PHYSICAL CONDITIONS – SURVEYS AND REPORTS

Not applicable [unless there is a geotechnical survey or other report that the Owner is providing to give more information on the project] [Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, and geotechnical information necessary to develop a trench safety program is the responsibility of any and all prospective bidders. The OWNER has made test borings at selected locations for this project. This information is not intended to be, nor shall they be construed to be, a part of the Contract Documents. Prospective Bidders may review copies of the Geotechnical Engineering Study at the engineer's office or the OWNER's office, or may obtain a copy from the ENGINEER upon request. It is specifically understood, however, that this information is furnished for the CONTRACTOR's convenience only and neither the OWNER nor the ENGINEER by making such information available make any representation as to its accuracy or adequacy. In preparing the Bid (Proposal), the prospective bidders (and the CONTRACTOR) shall make such additional explorations, analyses and other investigations as they deem necessary to inform themselves of the actual conditions to be encountered in performing the Work required by the Contract Documents, including but not limited to information necessary to develop a trench safety program to comply with all requirements of OSHA, federal, state, and local laws, rules and regulations, and to enable them to prepare their Bid (Proposal). Compliance with these laws, rules and regulations, shall rest solely with the CONTRACTOR.

Any exploration to be done by the Bidders shall be coordinated with the Construction Services Manager, Trinity River Authority of Texas. No additional compensation will be allowed to the CONTRACTOR during construction because of the subsurface material encountered during construction. The only additional compensation allowed to the CONTRACTOR during construction because of the subsurface material encountered during construction is when the subgrade is soft, spongy, or disintegrated, and compensation will be allowed the CONTRACTOR from the unit price for material to improve trench foundation.

6.0 REQUESTS FOR CLARIFICATION BEFORE BID

In paragraph 2.02.2 of the General Conditions, revise the third sentence to read as follows: "It is further understood that any request for clarification must be received no later than seventy-two (72) hours (3 business days) prior to the opening of the bids."

7.0 PERFORMANCE AND PAYMENT BONDS "A" MINIMUM RATING

In paragraph 8.01.2 of the General Conditions after the first sentence, add "The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in current "Best's Key Rating Guide, Property-Liability"."

8.0 TIME ALLOTTED FOR COMPLETION AND NOTICE TO PROCEED

At the end of paragraph 10.02 of the General Conditions, add, "The Contract Time for Substantial Completion and for Final Acceptance shall be as indicated in the Contract Agreement." Notice to Proceed shall consist of a written request issued by the OWNER (or by the ENGINEER on the OWNER's behalf) for the CONTRACTOR to proceed with the construction of the Project.

9.0 WORKDAYS

Working hours may be affected by local government ordinances and conditions, and can be case by case basis. Specific working hours conditions will be discussed at pre-bid conferences or by RFI from bidder.

1. Working hours:

- a. Weekdays 7:00 a.m. to 7:00 p.m., Saturday 8:00 a.m. to 5:00 p.m.

EXCEPTIONS:

(1) Concrete work shall be scheduled so that all pouring and finishing shall be finished during standard daylight hours. When under emergency conditions, work that must be concluded under artificial lighting, lighting shall be erected and directed so that they shall not shine upon any residence or create a traffic visual hazard.

(2) Certain traffic congestion areas will require that modified standard work hours will be enforced where street blockage, traffic flow, channelization and/or flagmen are required. The contractor will be notified of these areas during the pre-construction conference.

(3) Lane closures in school zones or on streets other than residential streets will be limited to after 9:00 a.m. and before 3:00 p.m. unless prior approval is obtained from the OWNER. Arrow boards may be required by OWNER on lane closures, with all barricades, advanced warning signs and reflector cones placed according to the specifications contained in Part 6 of the Texas Manual on Uniform Traffic Control Devices.

(4) Saturday, OWNER holidays, or OWNER's off hours (Monday through Friday, before 7:30 am or after 4:30 pm), work shall be considered as overtime with inspection fees being charged accordingly. The charges will be at a rate of \$50.00 per hour (minimum two (2) hours) with a \$25.00 administrative fee. This will be paid in full before final acceptance of the project.

(5) Sunday work, other than emergency situations, is not allowed.

10.0 HOLIDAY WORKDAYS

At the end of paragraph 10.02 of the General Conditions, add:

"The following holidays are to be observed and construction is not to be undertaken unless prior approval is received from the OWNER:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day and the following Friday
- 6) Christmas Day"

11.0 LIQUIDATED DAMAGES

At the end of paragraph 10.07 of the General Conditions, add, "It is understood and agreed that time is of the essence in this Contract and that for each calendar day of delay beyond

the Contract Time for Substantial Completion, the OWNER may permanently withhold from the CONTRACTOR'S compensation the amount per calendar day specified in the Bid Proposal and for each calendar day of delay beyond the Contract Time for Final Acceptance, but having completed Substantial Completion, the OWNER may permanently withhold from the CONTRACTOR'S compensation the amount per calendar days specified in the Bid Proposal." In the event that neither Substantial Completion nor Final Acceptance has occurred by the Final Completion date, the OWNER may permanently withhold from the CONTRACTOR'S compensation the amount per calendar days specified in the Bid Proposal.

12.0 PROJECT SCHEDULE TO BE KEPT UPDATED

Add the following information regarding a project schedule as specified in General Conditions paragraphs 12.01-12.05: Within 10 days of receipt of a notice to proceed, the CONTRACTOR shall prepare and submit to the ENGINEER six copies of the schedule in which the CONTRACTOR proposes to carry out the work. The schedule is to include the date on which work will be started on each major activity, including procurement of materials and equipment, and the anticipated date for the completion of the activity.

The schedule is to be in the form of a time scaled bar chart which indicates graphically the work schedule at any time during the project. The graph is to indicate the activity, start and stop dates and shall clearly indicate by graphical means, the critical path for work to complete the project. As the work progresses, the CONTRACTOR shall enter on the chart the actual progress at the end of each partial payment period. The schedule shall be revised to indicate any adjustments in Contract Time approved by Change Order. Six copies of the updated schedule shall be submitted with each Periodical Estimate for Partial Payment.

At any time the project schedule indicates that the CONTRACTOR has fallen more than 15 days behind schedule, the CONTRACTOR shall submit a written statement to the ENGINEER that indicates the action that the CONTRACTOR proposes to take to bring the project back on schedule. Progress payments will not be processed for recommendation to the OWNER unless accompanied by the required schedule and, if required, the report for bringing the project back on schedule.

13.0 STATE SALES TAX

Substitute the following for paragraph 16.02 of the General Conditions-State Sales Taxes:

The CONTRACTOR'S attention is directed to Texas House Bill 11 (72nd legislature, 1st C.S.) which amended the Texas Tax Code Section 151.311. This amendment provides that by the CONTRACTOR entering into a separate contract, the CONTRACTOR will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the CONTRACTOR purchases materials and issues a resale certificate in lieu of paying the sales tax at the time of purchase. The OWNER, as an exempt entity, will provide the CONTRACTOR with an exemption certificate at the time of the "sale" of the materials to the OWNER, thereby precluding the OWNER and the CONTRACTOR, from paying the sales tax on the materials. A copy of a sample of the OWNER'S Texas Sales Tax Exemption Certificate can be provided to the CONTRACTOR.

Services are not tax exempt. The CONTRACTOR will be required to pay all appropriate taxes for all services as set forth herein.

For purposes of these Contract Documents, the following definitions are provided for Materials and Services:

Materials: Materials are those items which are tax exempt and are physically incorporated into the facility constructed for the OWNER. Materials include, but are not limited to, purchased items such as embedment, concrete, grout, asphalt, roadbase and subbase, etc.

Services: Services are those items that are not tax exempt and are items used by the CONTRACTOR but which are not physically incorporated into the OWNER'S facility and/or are items which are consumed by construction. Services include, but are not limited to, items such as supplies, tools, concrete forms, sheeting and shoring, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

For further information concerning taxes as they relate to materials and services, the CONTRACTOR shall refer to House Bill 11 and/or contact the Texas Comptroller of Public Accounts, Austin, Texas.

14.0 ACCESS TO AND INSPECTION OF THE WORK, CONFINED SPACE ENTRY, AND VENTILATION

In paragraph 4.03 of the General Conditions, Access to and Inspection of the Work, make the following modifications:

The CONTRACTOR shall provide, install, operate and maintain such ventilation equipment to provide access for the Owner, Owner's Representative and Owner's On-site Representative to any and all confined spaces being constructed, modified, improved, attached thereto or as may be required to enter in performance of work required by the Contractor. Said ventilation equipment shall include, but not be limited to air blowers, piping and all necessary appurtenances for a full functional system. Said ventilation equipment shall meet or exceed the requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local authorities. Said ventilation equipment shall provide such volume of air, free of hazardous gases, to provide an air velocity within pipelines, of 3 feet per second. Said ventilation equipment shall provide such volume of air exchange such that the atmosphere within confined spaces shall have Lower Explosive Limit (LEL) levels less than 10% and Hydrogen Sulfide (H₂S) levels less than 10 parts per million (ppm) and shall maintain an Oxygen (O₂) level between 19.5% and 23.5%.

The CONTRACTOR shall provide such labor, equipment and materials necessary to place, operate and maintain the said ventilation equipment as necessary for entrance into confined spaces by the Owner, Owner's Representative and Owner's On-Site Representative. The CONTRACTOR shall, within one hour of request by Owner, Owner's Representative or Owner's On-Site Representative, place, operate and maintain said ventilation such that entrance into any and all confined spaces may be made. At no time shall work be done by the CONTRACTOR within confined spaces without providing said ventilation for the Owner, Owner's Representative or Owner's On-Site Representative.

Requirements for the CONTRACTOR to provide, install, operate and maintain said ventilation has no implication that CONTRACTOR shall be responsible for the safety of any employee of the Owner or Engineer other than those expressly stated elsewhere.

A. Responsibilities of the Host Employer (Owner)

When an employer (Host Employer) arranges to have employees of another contractor perform work that involves permit space entry, the Host Employer shall:

- (1) Inform the CONTRACTOR that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section;
- (2) Apprise the CONTRACTOR of the elements, including the hazards identified and the Host Employer's experience with the space, that makes the space in question a permit space;
- (3) Coordinate entry operations with the CONTRACTOR, when both Host Employer personnel and CONTRACTOR personnel will be working in or near permit spaces; and
- (4) Debrief the CONTRACTOR at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

B. Responsibilities of the Contractor

- (1) Obtain any available information regarding permit space hazards and entry operations from the Host Employer - Material Safety Data Sheet (MSDS);
- (2) Coordinate entry operations with the Host Employer; and
- (3) Inform the Host Employer of the permit space program that the CONTRACTOR will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

The OWNER will provide the primary inspection for this project. The words "Inspection," "Supervision," or other like words as used in regard to the OWNER or ENGINEER in the Contract Documents for this project shall be understood as meaning that the OWNER or his designated representative will observe the construction in sufficient detail to satisfy himself that the Work is proceeding in general compliance with the Contract Documents. Neither the OWNER nor the ENGINEER will be a guarantor of the CONTRACTOR's performance. The CONTRACTOR shall have complete responsibility to supervise his work and other operations in order to accomplish the detailed and specified work.

Unless otherwise specified, it is mutually agreed between the parties of the Agreement that the OWNER or ENGINEER may observe the Work. Observation of the Work by the OWNER or ENGINEER shall not relieve the CONTRACTOR of his obligations necessary to insure the proper execution of the contract. It shall be the complete responsibility of the CONTRACTOR to supervise and manage his operations.

Wherever the words "Directed," "Required," "Permitted," "Designated," "Considered Necessary," "Prescribed," or words of like import are used on the Drawings or in the Specifications, it shall be understood that they are intended to refer to action by the OWNER or ENGINEER and, similarly, the words, "Approval," "Acceptable," "Satisfactory," or words of like import shall mean approval, etc., by the OWNER or ENGINEER.

Whenever in these Specifications or on the Drawings for the Work, the terms of descriptions of various qualities relative to finish, workmanship, or other qualities of similar kind cannot, because of their nature, be specifically and briefly described and are customarily described in general terms, the ENGINEER shall be the final judge as to whether or not the workmanship so described is being performed in compliance with his interpretation of the meaning of such words, terms or clauses.

The OWNER at his own sole option and for his own benefit may, by appropriate written notice to CONTRACTOR, assign an "OWNER's Resident Project Representative" to the project on either part time or full time basis.

The OWNER's Resident Project Representative shall have the right of unrestricted access to all parts of the project and to all project Documents that are relevant to control of the Work in compliance with the Contract Documents. The CONTRACTOR shall further provide such OWNER's Resident Representative with the physical means of access to observe any part of the Work at any time requested by such representative, except as reasonably limited by physical or safety impracticality. The OWNER's Resident Project Representative has the duty and authority to report his observations and findings to the ENGINEER (and/or directly to OWNER) to implement the OWNER's exercising whatever rights the OWNER has to disapprove work and materials as failing.

The OWNER's Resident Project Representative does not have any right or authority to make or approve any material change in the project, nor does he have any authority, duty or obligation to act as a project superintendent, or otherwise assume any of the functions required of the CONTRACTOR, particularly as set forth in General Conditions Item 4.04, CONTRACTOR's Duty and Superintendence.

15.0 SITE CERTIFICATE, RIGHTS-OF-ENTRY, AND RIGHTS-OF-WAY REGULATIONS

A Site Certificate Document has been prepared, per parcel, for all areas of the project and is provided to the CONTRACTOR without cost. The Site Certificate is hereby made a part of the Contract Documents. The CONTRACTOR shall be responsible for performing all work in accordance with the requirements of the easements, permits and related land rights information defined in the Site Certificate. The costs incurred by the CONTRACTOR in meeting the requirements of the Site Certificate shall be subsidiary to the project.

At the end of paragraph 6.11.2 of the General Conditions, add "Any additional right-of-way, easements, or other agreements with adjoining landowners obtained by CONTRACTOR shall be secured in writing with copies of the executed documents provided to the OWNER in advance of the CONTRACTOR utilizing said additional areas for access, construction, or other purposes.

At the end of paragraph 6.13 of the General Conditions, add, "CONTRACTOR shall comply with all rights-of-way requirements. If the CONTRACTOR violates or otherwise does not fulfill these conditions, including trespass on a landowner's property, the violation and/or

damage shall be corrected immediately to the satisfaction of the OWNER and the affected landowner. If the violation is not corrected immediately to the satisfaction of the OWNER and the affected landowner, the work shall be stopped in all areas. The CONTRACTOR will not be allowed to resume work until all corrections to the land have been made to the satisfaction of the OWNER and the affected landowner. All costs associated with delays due to the work stoppage shall be borne by the CONTRACTOR. No additional work days shall be granted due to said delays."

16.0 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES

In the preparation of plans and specifications, the Engineer has endeavored to indicate the location of existing underground utility lines which are known to the Engineer. No attempt has been made to show minor lines or service lines; however, it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction the CONTRACTOR shall communicate with the local representative of the utility companies, and any other public and private utility company and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. The CONTRACTOR shall uncover and determine the elevation and location of all conflicts well ahead of the trench excavation.

Where excavation endangers adjacent structures and utilities, the CONTRACTOR shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipelines, or other obstructions, the CONTRACTOR shall notify and cooperate with the utility owner.

In case damage to any existing structure or utility occurs, whether failure or settlement, the CONTRACTOR shall restore the structure or utility to its original condition and position without compensation from the OWNER. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the CONTRACTOR without extra compensation from the OWNER.

Existing curb and gutter, sidewalks, fences, street and driveway, culvert pipe and headwalls, mailboxes and signs, etc., in the line of construction shall be removed and reinstalled, or replaced, if necessary, in a condition equal to or better than the original. This work will not be paid for directly but will be considered subsidiary to the other bid items.

If in the opinion of the OWNER, concrete backfill is necessary for the support of the utility lines crossing trenches, the OWNER may direct 2000 psi concrete backfill or cement stabilized backfill be used. Payment for additional concrete backfill or cement stabilized backfill or other backfill placed by the direction of the OWNER shall be paid based on the unit bid price.

17.0 SUBSIDIARY WORK

Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by the plans and the general contract documents, in which no specific item for bid has been provided for in the proposal, shall be considered as a subsidiary item of work, the cost of which shall be included in the price bid in the proposal for each bid item.

Surface restoration and cleanup are general items of work which fall in the category of subsidiary work.

18.0 80-PERCENT PAYMENT OF UNIT PRICE FOR MAINLINE PIPE INSTALLATION

Upon completion of pipe laying, backfilling, and consolidation of trench backfill, payment will be allowed for 80% of the unit contract price for furnishing and installing mainline pipe per linear foot. The remaining 20 percent of the unit price bid for furnishing and installing mainline pipe will be allowed when the following is completed:

- (1) field testing of pipe is completed (10% of the unit price), and
- (2) the property affected by construction operations has been completely restored to its original or required condition (10% of the unit price), including fence replacement, grading, seeding, sodding, etc., and removal of all equipment or materials related to construction. The 20 percent to be allowed when said field testing of pipe and property restoration occurs shall not be considered retainage but shall be considered as payment for work associated with said pipe testing and property restoration.

As set forth in the General Conditions Article 14.03 regarding "Progress Payments and Retainage," OWNER will also retain 5% (or 10% if the total bid contract amount is less than \$400,000) of the periodic contract payments until the Work is completed and Final Acceptance occurs.

19.0 COPIES OF PLANS AND SPECIFICATIONS

The ENGINEER will furnish 5 full-size sets of plans, 3 half-size sets of plans, and 5 specification booklets to the CONTRACTOR at no charge for construction purposes. Additional copies will be furnished to the CONTRACTOR at the cost of reproduction and handling.

20.0 APPLICATION FOR PAYMENT

At the end of paragraph 14.03 of the General Conditions, add, "As part of their Application for Payment the CONTRACTOR shall submit the following certification:

The undersigned CONTRACTOR certifies that in accordance with the General Conditions of Agreement, Article 10 and any other appropriate conditions set forth in the Contract Documents, a request for an extension of time _____ HAS or _____ HAS NOT been submitted during the period of time for which this application for payment applies; and a request for an extension of time WILL NOT be submitted at a later time when such request for an extension of time relates to the period of time for which this application for payment applies.

Period covered by this payment request:

Beginning _____ Ending _____

Prepared and Submitted:

By _____
(Contractor)

(Printed Name)

Date _____

Payment Request Recommended:

By _____
TRA Field (Printed Name)

Date _____

Payment Request Recommended:

By _____
(Engineer Company Name) (Printed Name)

Date _____

Payment Request Approved:

By _____
TRINITY RIVER AUTHORITY (Printed Name)

Date _____

21.0 PAYMENT ESTIMATE PROCEDURES

A. Pay Estimate pages should be submitted in this order:

1. **Summary of Payment Estimate Values** with notarized statement
2. **Attachment A** – Total Value of Contract Performed
3. **Attachment B** – Extra Work on Approved Change Orders
4. **Attachment C** – Materials on Hand
5. Copies of new "materials on hand" invoices received during the current payment period placed in the order listed on Attachment C. Copies of invoices for prior periods do not need to be submitted again.
6. **Attachment D** – Project Summary
7. **Signature page** (four block page)
8. **HUB Verification Report**

B. Contractor must submit six (6) signed **originals** to TRA. This means Contractor must sign six (6) Summary pages and six (6) Signature pages. Photocopied signatures will not be accepted.

C. Pay Estimates should be submitted to TRA field personnel for approval prior to submitting to the Engineer. Pay Estimates sent to the Engineer first will be returned to the Contractor to begin the approval process again. **NO** bypassing TRA field.

D. Pay Estimates must be received by the Construction Accounting Clerk by noon on Friday to be processed for payment on the following Friday. Payment for estimates received after noon on Friday will be delayed an additional week. **NO** exceptions.

- E. TRA's General Manager designates ten holidays the Authority will observe during any given fiscal year (Dec. 1 to Nov 30). He may select from: New Year's Day, Martin Luther King Jr., Texas Independence Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas. Accounts Payable checks are not issued during the weeks of Thanksgiving and Christmas. Pay Estimates must be received one full day in advance (noon on Thursday) in order to be paid on the Friday of a week in which these holidays occur.
- F. Contractor should **ALWAYS** check pay estimate remittance copies for any corrections prior to preparation of the next pay estimate. Just because the payment amount is the same as that submitted does not mean there were no errors.

For questions concerning these procedures, please contact Sharon Gattis, Construction Accounting Clerk at (817) 493-5150.

22.0 PAYMENT REQUEST PROCEDURES

- A. Payment request pages should be submitted in this order:
1. **Summary of Payment Request Values** with notarized statement
 2. **Attachment A** – Total Value of Contract Performed
 3. **Attachment B** – Extra Work on Approved Change Orders
 4. **Attachment C** – Materials on Hand
 5. Copies of new "materials on hand" invoices received during the current payment period placed in the order listed on Attachment C. Copies of invoices for prior periods do not need to be submitted again.
 6. **Attachment D** – Project Summary
 7. **Signature page** (four block page)
 8. **HUB Verification Report**
- B. Contractor must submit six (6) signed **originals** of the payment estimate to Owner. Contractor must sign six (6) Summary pages and six (6) Signature pages. Photocopied signatures will not be accepted.
- C. Payment Requests must be submitted to Owner's Representative (CSS Inspector) for approval prior to submitting to the Engineer. Payment Requests sent to the Engineer first will be returned to the Contractor to begin the approval process again.
- D. Payment Requests must be completed for approval by noon on Friday to be processed for payment on the following Friday. Payment for estimates received after noon on Friday will be delayed an additional week.
- E. Owner will observe ten holidays during any given fiscal year (Dec. 1 to Nov 30). These may include: New Year's Day, Martin Luther King Jr., Texas Independence Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas. Owner will not issue payments during the weeks of Thanksgiving and Christmas. Payment Request must be received one full day in advance (noon on Thursday) in order to be paid on the Friday of a week in which these holidays occur.

F. Contractor is responsible for any corrections to Payment Requests prior to preparation of the next payment request.

23.0 USE OF NEW FACILITIES BY OWNER DURING CONSTRUCTION

At the end of Article 14.07 of the General Conditions, add as a separate paragraph, "Use of new facilities by the OWNER during construction will not constitute Final Acceptance of the facilities and will not constitute the date for start of any required warranties or guarantees. CONTRACTOR will provide all necessary maintenance, including normal lubrication and adjustment, to new facilities operated by the OWNER until Final Acceptance of the Work."

24.0 PAYMENTS WITHHELD

Add the following to paragraph 14.09, "Payments Withheld", of the General Conditions:

(K) Failure of the Contractor, Subcontractors, and/or Subcontractors to comply with all federal, state, and local laws, ordinances, rules, regulations, and order of any public authority having jurisdiction; including but not limited to OSHA 29 CFR part 1926 SUBPART P, Excavations and Trenches and 29 CFR, Parts 1910, Permit-Required Confined Spaces for General Industry; Final Rule.

25.0 TEXAS WORKERS' COMPENSATION INSURANCE

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project.
8. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being

- provided for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from governmental entity.

B. CONTRACTOR RESPONSIBILITIES-WORKERS' COMPENSATION INSURANCE

1. The contractor shall:
 - (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
 - (d) obtain from each person providing services on a project, and provide to the governmental entity:
 - (i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (ii) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in English and Spanish and any other language common to the work population. The text for the notices shall be the following text provided by the commission without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- (h) contractually require each person with whom it contracts to provide services on a project, to:
 - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (ii) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (iii) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (iv) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (v) obtain from each person with whom it contracts, and provide to the contractor:
 - (aa) a certificate of coverage, prior to the other person beginning work on the project; and
 - (bb) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

- (viii) contractually require each of her person with whom it contracts, to perform as required by paragraphs (a) - (h), with the certificate of coverage to be provided to the person for whom they are providing services.

2. The contractor shall ensure that any person providing services on this project, which includes but is not limited to, subcontractors, sub-subcontractors, material and equipment deliverers, all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, leasing companies, and etc., shall:

- (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of

classification codes and payroll amounts and filing of any coverage agreements;

- (b) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

- (c) have the following language in its contract to provide services on the project:

"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

- (d) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;

- (e) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

- (i) a certificate of coverage, prior to the other person beginning work on the project; and

- (ii) prior to the end of the coverage period, a new certificate of coverage showing the extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (f) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (g) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within 10 days after the person knew or should have known of the change; and
- (h) contractually require each other person with whom it contracts to:
 - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (ii) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (iii) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (iv) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (v) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:
 - (aa) a certificate of coverage, prior to the other person beginning work on the project; and
 - (bb) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;
 - (vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

- (viii) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (h), with the certificate of coverage to be provided to the person for whom they are providing services.

26.0 COMPENSATION FOR CHANGES IN THE WORK

Replace Article 11.06 of the General Conditions with the following information:

It is agreed that the basis of compensation to CONTRACTOR for extra work or other changes in the Work by altering, adding to, or deducting from the Work, modifying the method or manner of performance, or otherwise, ordered by a Change Order shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum with overhead and profit calculated as described in paragraph C below; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the changed Work is commenced, then the Contractor shall be paid the "actual field cost" as follows:

Where the Work involved is not covered by unit prices contained the Contract Documents and agreement to a lump sum is not reached, compensation shall be made on the basis of the Cost of the Work (determined as defined in paragraphs A and B below) plus a Contractor's fee for overhead and profit (determined as provided in paragraph C below).

A. The term Cost of the Work means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those paid for the work included in this Contract. Certified payroll will be required for all additional work. Costs shall include only the following items:

1. Payroll cost for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, one foreman (unless agreed upon prior to beginning work) and other personnel employed full-time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirements benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday or Sunday or legal holidays, shall not exceed 1.5 times pay shall be included in the above to the extent authorized by Owner. Fringe benefits cost shall not exceed 50% of salaries and wages.

2. Cost of all materials and equipment incorporated in the Work, including costs of transportation and storage thereof, and Supplier's field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by the Contractor to the Subcontractors for Work performed or furnished by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner who will then determine, with the advise of Engineer, which bids, if any, will be accepted. The Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work as provided herein. All Subcontractors shall be subject to all other provisions of the Contract Documents.
4. Costs of special consultants (including but not limited to engineers, testing laboratories, or surveyors) employed for services specifically related to the Work.
5. Supplemental costs including the following:

The proportion of necessary transportation expenses of Contractor's employees incurred in discharge of duties connected with the Work. The Contractor shall use local employees unless specifically approved prior to beginning work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, fuel at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, less market value of such items not consumed which remain the property of Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advise of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. Equipment costs and all incidental expenses associated with said equipment shall not exceed the costs reflected in the most recent version of "Contractor's Equipment Cost Guide" as published by Dataquest, a Dun & Bradstreet Corporation.

Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner) provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fees. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph C.

Incremental cost of premiums for additional Bonds and insurance required because of changes in the Work.

- B. The term Cost of the Work shall not include any of the following items. Full compensation for these items is provided by the overhead and profit fees defined under Item C.
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work - all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal, branch and site offices.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph A.5 above).
 5. Cost due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and restoring or replacing damage to property in an acceptable manner.

6. Cost involved in warranting the additional work in accordance with the general warranty stipulations specified in the original Contract Documents.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph A.
8. Compensation for time delays associated with this Work nor the Contractor's extended overhead.

C. The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

For costs incurred under paragraph A.1, and A.2, the Contractor's fee shall be fifteen (15) percent.

For costs incurred under paragraph A.3, the Contractor's fee shall be five (5) percent.

Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs A.1, A.2, A.3, and C.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen (15) percent of the costs incurred by such Subcontractor under paragraphs A.1 and A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five (5) percent of the amount paid to the next lower tier Subcontractor.

3. No fee shall be payable on the basis of costs itemized under paragraphs A.4, A.5, and B.

The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five (5) percent of such net decrease; and when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with provisions of paragraph C.2.

D. Whenever the cost of any Work is to be determined pursuant to paragraph A and B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit daily, in form, acceptable to Owner, and itemize cost breakdown together with supporting data. If requested by the Owner, Contractor shall maintain and make available to the Owner a certified payroll, listing all personnel classifications and salaries individually involved in the work. Personnel and salaries not specifically shown on the certified payroll, shall be considered to be addressed by the compensation listed in Item C.

E. It is understood that contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to Owner and Engineer. Contractor agrees that:

1. The allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

The compensation agreed upon in a Change Order is a full, complete and final payment for all costs Contractor incurs as a result or relating to the Change in the Work.

27.0 TEXAS TORT CLAIMS ACT

Regarding Article 4.15.5 of the General Conditions, the following paragraph is added for clarification: According to the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practice and Remedies Code) and specifically Article 101.023, the liability of a State Agency such as the Trinity River Authority is limited for torts for \$100,000 for damages to property, and \$100,000 per person or \$300,000 per single occurrence for damages to persons. A tort is any wrongful act or omission for which a civil legal action will occur. Article 4.15.5 of the General Conditions applies to torts; therefore, the CONTRACTOR's legal liability for torts which are caused by the OWNER's negligence or fault is limited to the above amounts.

28.0 CERTIFICATES OF LIABILITY INSURANCE

Certificate of Liability Insurance with the cancellation notice on the Accord standard form should be revised to read "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT."

This will require striking out the words "ENDEAVOR TO" and the phrase "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES."

29.0 AS-BUILT DIMENSIONS

Contractor shall make daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities. Contractor shall furnish Owner with direct prints, marked with red pencil, to show as-built dimensions and location of all

work constructed. As-built drawings are to be submitted with Contractor's Progress Payments required in GENERAL CONDITIONS OF THE AGREEMENT, Article 14.03.

30.0 RECORD DOCUMENTS

Prepare and maintain up-to-date record documents for the project to accurately reflect the construction as built. Documents must be submitted at work completion of project in accordance with Part IV, Article 14.08 and Part IX, Paragraph H. Project work will not be considered complete and the project finally accepted until Owner has received and accepted accurate as-built documents.

1. Contractor will maintain at the project work site one copy of the following:
 - a. Contract Drawings
 - b. Technical Specifications
 - c. Addenda
 - d. Reviewed Shop Drawings
 - e. Change Orders and Field Orders
 - f. Other Contract Modifications
 - g. Field Test Records
 - h. Project Correspondence
 - i. Project Submittal
 - j. As-Built Dimensions

Items a. through j. above shall constitute the Record Drawings.

2. Record documents shall be stored in an approved location apart from documents used for construction.
3. Contractor shall not use record documents for construction purposes.
4. Record documents shall be maintained in a clean, dry, legible condition and stored in files, binders, and plan racks as appropriate.
5. Record documents shall be available at all times to Owner and Engineer for inspection.
6. Contractor shall maintain record documents in a current status, reflecting up-to-date project status. Contractor shall not permanently conceal work until required information has been recorded.
7. Contractor shall label each document "PROJECT RECORD" in neat, large, printed letters and legibly mark contract drawings to record actual construction information determined as indicated below:
 - a. Horizontal and vertical location of underground and underslab utilities and appurtenances referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances referenced to permanent surface improvements.

- c. Field changes of dimension and detail.
 - d. Changes made by change order or field order.
 - e. Details not on original contract drawings.
8. Contractor shall legibly mark Technical Specifications and Addenda to record the following:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b. Changes made by change order or field order.
 - c. Other materials not originally specified.
9. At project completion, Contractor shall deliver record documents to the Owner. Place all letter-sized material, neatly indexed, in 3-ring binders. Bind contract drawings, place drawings in rolls of convenient size for ease of handling. Contractor shall submit these record documents with a transmittal letter, in duplicate. The transmittal letter will contain the following:
 - a. Date
 - b. Project Title and Number
 - c. Contractor's Name and Address
 - d. Title and Number of Each Record Document
 - e. Certification that Each Document as Submitted is Complete and Accurate
 - f. Signature of Contractor
10. Owner reserves the right to withhold payment for Contractor's failure to maintain record documents as described herein. Contractor shall make no claim for damages as a result of Owner withholding payment for his failure to maintain record drawings.

END OF SUPPLEMENTARY CONDITIONS