

**SUPPLEMENTARY GENERAL CONDITIONS
TO THE STATE OF TEXAS 2010 EDITION OF THE UNIFORM GENERAL
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The following Supplementary General Conditions amend and/or supplement the 2010 Edition of the Uniform General Conditions for Construction Contracts.

Article 1. Definitions

Article 1 is supplemented to add the following new subsection:

1.44.1 *Wage Rate Notification* means the written notification described in Subsection 2.2.1.

Article 2. Wage Rates and Other Laws Governing Construction

2.2 Wage Rates.

2.2.3 Complaints of Violations.

Subsection 2.2.3 is supplemented to add the following new paragraphs:

2.2.3.3 Cooperation with Owner's Investigation. Contractor shall cooperate with Owner during any investigations hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format; copies of Wage Rate Notifications; and copies of any and all Contract Documents between Contractor and any Subcontractors.

2.2.3.4 Notification to Owner. In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.

Article 3. General Responsibilities of Owner and Contractor

3.2 Role of Architect/Engineer.

Section 3.2 is supplemented to add the following new subsection:

3.2.4 Progress Meetings and Minutes. A/E shall prepare the agenda and conduct meetings with Owner and Contractor to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work on a regular basis as determined by Owner. Contractor shall cooperate with A/E whose responsibility is the preparation

of meeting minutes for distribution to Contractor and Owner. In the absence of A/E at such meetings, Contractor shall be responsible for preparing and distributing minutes to Owner and A/E. If, in the opinion of Owner, it is feasible for A/E to conduct the meeting via telecommunication, A/E shall conduct the meeting and prepare and distribute the minutes to Owner and Contractor. A/E shall solicit input for the meeting agenda from Contractor and Owner a minimum of forty-eight (48) hours before a meeting and distribute the agenda a minimum of thirty-six (36) hours before a meeting and distribute the minutes, reports, and other similar documentation within one week of the respective work or event, unless directed otherwise by Owner.

3.3 Contractor's General Responsibilities.

3.3.2 Contractor's Management Personnel.

Subsection 3.3.2 is supplemented to add the following new paragraph:

3.3.2.1 Contractor shall implement its existing quality control and safety plan for the Project, and shall use such standard of care as a contractor of ordinary prudence would exercise in the same or similar circumstances.

Article 5. Bonds and Insurance

5.2 Insurance Requirements.

Subsection 5.2.4 is supplemented to add the following new paragraphs:

5.2.4.1 Contractor shall deliver to Owner true and complete copies of the certificates prior to the issuance of any Notice to Proceed.

5.2.4.2 Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

5.2.4.3 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.2.4.4 The insurance coverage and limits established in the Uniform General Conditions, Supplementary General Conditions, or Special Conditions shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

Article 9. Construction Schedules

9.3 Work Progress Schedule.

Paragraph 9.3.1.1 is supplemented to add the following sentence at the end of the paragraph:

In the event the Baseline Schedule, or any revisions thereto, reflect a Substantial Completion date that will occur sooner than the Final Completion date as set forth in the Contract Documents, or other similar agreement, the period of time between the Substantial Completion date and the Final Completion date shall be considered the “float.”

9.6 Modification of the Contract Time.

Subsection 9.6.2 is supplemented to add the following sentence at the end of the paragraph:

Provided, however, all float must be consumed by approved excusable delays to the critical path before any extension of time can be granted.

End of Supplementary General Conditions