

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

The following Special Conditions amend and/or supplement the 2010 Edition of the Uniform General Conditions for Construction Contracts, and any Supplementary General Conditions, as follows:

Article 3. General Responsibilities of Owner and Contractor

Subsection 3.3.3. [Labor] is supplemented so as to add the following Paragraph:

3.3.3.1. General and Criminal Background Checks.

3.3.3.1.1. By submitting a response to an RFQ or an RFP, Contractor thereby represents and warrants that Contractor and Contractor's employees have not been convicted of a felony criminal offense, or of a crime involving moral turpitude, or that, if such a conviction has occurred, Contractor has fully advised Owner as to the facts and circumstances surrounding the conviction(s).

3.3.3.1.2. All of Contractor's employees and Subcontractors that will perform any work on-site at a state-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Contractor.

3.3.3.1.2.1. All criminal background check forms for all of Contractor's employees and Subcontractors that will initially commence any work on-site must be fully completed and submitted to Owner within fifteen (15) days of the date of the Notice of Award, and the process thereafter must be diligently pursued by Contractor.

3.3.3.1.2.2. The process must be satisfactorily completed for every employee and Subcontractor before they perform services at the Site.

3.3.3.1.2.3. All criminal background checks must be accomplished through the Texas Department of Public Safety (“DPS”), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of Contractor’s employees and/or Subcontractors, DPS, or Owner, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in the Criminal Background Check Criteria and Information packet that will be provided to Contractor. Contractor’ or Subcontractor’s failure to timely secure criminal background check clearance shall not be considered a legitimate delay in the project schedule.

Article 5. Bonds and Insurance

Section 5.2 Insurance Requirements is amended to read as follows:

- 5.2. Insurance Requirements. Contractor shall timely obtain and maintain insurance in the following types and amounts for the duration of the Contract (unless specifically provided otherwise herein) and must timely comply with the additional insurance requirements set forth below.
- 5.3. Required Method of Proof. In order to obtain adequate assurances of the Contract’s satisfaction of the insurance requirements for this Project, Owner requires that the Contractor take the following actions:
- 5.3.1. Notification of Award. Within ten (10) days of receipt of a notice of award, Contractor must obtain and maintain, at no expense to Owner, the following insurance coverages in the types and amounts specified in the Insurance Requirements for CMRs:
- 5.3.1.1. the Workers’ Compensation and Employers’ Liability Insurance;
 - 5.3.1.2. the Commercial General Liability Insurance;
 - 5.3.1.3. the Business Automobile Liability Insurance; and

5.3.1.4. the Umbrella Liability Insurance in the amount of \$1,000,000.

5.3.1.5. **THE CONTRACT SHALL NOT BE EXECUTED UNLESS AND UNTIL THE FOREGOING REQUIREMENTS ARE TIMELY SATISFIED AND FAILURE TO TIMELY SATISFY THE FOREGOING REQUIREMENTS MAY RESULT IN THE FORFEITURE OF THE BID BOND. ADDITIONALLY, THE FAILURE TO TIMELY PROVIDE ALL OF THE DOCUMENTATION DESCRIBED IN THE PROOF OF SATISFACTION SHALL CONSTITUTE A BREACH OF CONTRACT.**

5.3.2. Execution of Guaranteed Maximum Price Amendment. As soon as reasonably practicable, but in no event later than the Effective Date of each and every Guaranteed Maximum Price Amendment, CMR must:

5.3.2.1. obtain and maintain, at no expense to Owner, the following additional insurance coverages in the types and amounts specified above:

5.3.2.1.1. the Asbestos Abatement Liability Insurance (if applicable); and

5.3.2.1.2. the Builder's Risk Insurance.

5.3.2.2. **FAILURE TO TIMELY SATISFY THE FOREGOING REQUIREMENTS SHALL CONSTITUTE A BREACH OF CONTRACT.**

Article 9. Construction Schedules

9.3 Work Progress Schedule.

Paragraph 9.3.1.1, as supplemented by the Supplementary General Conditions, is amended so as to delete the last sentence at the end of the paragraph.

9.4 Ownership of Float.

Paragraph 9.4 is supplemented so as to add the following sentence:

“Float” means “total float”, *i.e.* the time an activity identified on the Baseline Schedule, or any revisions thereto, can be delayed without impacting Substantial Completion.

9.6 Modification of the Contract Time.

Subsection 9.6.2, as supplemented by the Supplementary General Conditions, is amended so as to delete the above-described supplementation and substitute the following sentence at the end of the paragraph:

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

9.11 Liquidated Damages.

Section 9.11 is renumbered and supplemented to read as follows:

9.11.1 Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. If Contractor fails to complete substantially, or cause the Substantial Completion of any portion of the Work within the Contract Time, Owner will sustain actual damages as a result of such failure. The exact amount of such damages may be difficult to ascertain. If Contractor neglects, fails, and/or refuses to achieve Substantial Completion of the Work by the Substantial Completion Date, subject to any proper extension granted by Owner, Contractor shall pay liquidated damages to Owner for each day in which such Work is not completed, not as a penalty, but as liquidated damages for the damages that would be suffered by Owner as a result of delay for each calendar day that Contractor fails to complete the Work as required herein.

9.11.2 [renumbered] Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

9.11.3 The amount of liquidated damages for each day, which the Work is not completed, is Eight Hundred and No/100 Dollars (\$800.00) per day.