

**2018 SUPPLEMENTARY GENERAL CONDITIONS
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL
CONDITIONS FOR CONTRACTS**

The following Supplementary General Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts and, at TFC's sole discretion, provides for bonding per GMP.

Article 5. Bonds and Insurance

5.1. Construction Bonds.

Subsection 5.1.1.1 is supplemented to modify 5.1.1.1, as follows:

A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. Except for Construction Manager-at-Risk Contracts where, in Owner's sole discretion and determination, a Performance Bond is acceptable in the amount of the guaranteed maximum price (GMP), the performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

Subsection 5.1.1.2 is supplemented to modify 5.1.1.2, as follows:

A Payment bond is required if the Contract price is in excess of \$25,000. Except for Construction Manager-at-Risk Contracts where, in Owner's sole discretion and determination, a Payment Bond is acceptable in the amount of the guaranteed maximum price (GMP), the payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

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 General Contractor's 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 2. Wage Rates and Other Laws Governing Construction

Add Section 2.7 as follows:

2.7 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

End of Supplementary General Conditions