

11-SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #: Eissler Elementary School - Site Improvements to Parent Resource Center (Project #22203.00-55-MD)

OWNER: Bakersfield City School District

Delete in its entirety Paragraph B of Article 58 of the General Conditions, on criteria for insurance companies, and use the following provisions:

B. All insurance companies must meet the following criteria:

1. U.S. Treasury listed;
2. California admitted, as confirmed by the California Department of insurance, or listed in the Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List");
3. All insurance companies with a minimum rating of _____ as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted to do business in California shall be presumed to be satisfactory to OWNER for the issuance of insurance.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #: Eissler Elementary School - Site Improvements to Parent Resource Center (Project #22203.00-55-MD)

OWNER: Bakersfield City School District

Delete in its entirety Article 50 of the General Conditions, on Progress Schedule, and use the following provisions:

ARTICLE 50 SCHEDULING REQUIREMENTS

A. The construction schedule is an integral part of the Work. Failure by CONTRACTOR to comply with these provisions constitutes failure by CONTRACTOR to satisfactorily complete any and all portions of the Work performed during the time period(s) of noncompliance.

B. The Architect and OWNER will set the time and location for any preconstruction meeting. Attendance by CONTRACTOR's management personnel responsible for the management, administration, and execution of the project is mandatory for any meeting convened. CONTRACTOR's baseline construction schedule shall be submitted prior to any preconstruction meeting called on the Project. Failure by CONTRACTOR to have CONTRACTOR's responsible project personnel attend any preconstruction meeting will be grounds for default by CONTRACTOR pursuant to the Contract Documents. No separate payment will be made for CONTRACTOR's attendance at the meeting. The Notice to Proceed will only be issued on or after completion of any preconstruction meeting.

C. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of the Contract Documents. The Work shall be executed with such progress as required to prevent any delay to other contractors working at the site, the Project milestones, and Project completion as required by the Contract Documents. Should CONTRACTOR fail to comply with these provisions, progress payments may be stopped until OWNER determines to its satisfaction that CONTRACTOR is in compliance with these provisions.

D. CONTRACTOR is required to employ or retain the services of a Construction Scheduler. The Construction Scheduler shall have not less than three years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar size and nature as this project. The Construction Scheduler is required to attend all meetings relating to scheduling and progress of the Work. If the Construction Scheduler leaves the employment of

CONTRACTOR, CONTRACTOR will be required to fulfill the requirements of this paragraph within 15 days. As used in these provisions, "days" means consecutive calendar days unless noted otherwise.

E. Within 10 days after the Notice to Proceed, CONTRACTOR shall provide the following for OWNER'S review and acceptance:

1. Identification, qualifications, and experience of CONTRACTOR's Construction Scheduler and all other members of CONTRACTOR's scheduling staff.
2. References of not less than two other previous projects on which CONTRACTOR's Construction Scheduler has utilized Critical Path Method ("CPM") scheduling.
3. A description of the scheduling system to be utilized.

F. CONTRACTOR shall use commercially available software of the most recent version of *Sure Trak Project Manager* by Primavera Systems, Inc., *Primavera Project Planner* by Primavera Systems, Inc., or equal, and shall submit to OWNER a 3.5 inch data disk with all network information contained on it, in a format readable by a DOS system utilizing Windows software. OWNER will use a *Sure Trak*, *Primavera*, or equal software program for review of CONTRACTOR's schedule.

G. CONTRACTOR shall submit the baseline construction schedule pursuant to the submittal requirements of the Contract Documents prior to the preconstruction meeting. The preconstruction meeting will not be convened until CONTRACTOR's baseline construction schedule has been determined to meet the requirements of the Contract Documents.

H. CONTRACTOR shall prepare the baseline construction schedule as a CPM schedule in the Precedence Diagram Method (activity-on-node) format. The baseline construction schedule shall depict a workable plan showing the sequence, duration, and interdependence of all activities required to represent the complete performance of all work on this Project. The baseline construction schedule shall begin with the projected date of issuance of the Notice to Proceed and conclude with the date of final completion per the project duration specified in the Contract Documents. The baseline construction schedule shall include detail of all project phasing, staging, and sequencing, including all milestones necessary to define beginning and ending of each phase or stage. The submittal requirements include:

1. A complete time-scaled network diagram showing all of the activities, logic relationships, and milestones comprising the schedule.

2. A tabular listing of all the activities, showing for each activity the identification number, description, duration, early start, early finish, late start, late finish, total float, and all predecessor and successor activities for the activity described.
3. An allowance per month reflecting anticipated "normal" inclement weather.
4. A 3.5 inch floppy disk containing the schedule data of the baseline schedule.

I. Within 20 days after issuance to CONTRACTOR of the Notice to Proceed, CONTRACTOR shall submit to OWNER a detailed schedule for the first 90 days of work after the Notice to Proceed, as well as a general approach for the remainder of the work. When revised, the preliminary project schedule will represent CONTRACTOR's planned means, methods, and sequences for performance of the work during the first 90 days after the Notice to Proceed and is to be incorporated as the first 90 days of CONTRACTOR's detailed project schedule.

J. As part of the submittal of the preliminary project schedule, CONTRACTOR shall include for review and acceptance a schedule of costs assigned to each activity of the preliminary project schedule. The total of the assigned costs shall equal the project value specified in the Construction Agreement document.

K. When accepted by both OWNER and the Project Inspector, the preliminary project schedule shall form part of the basis by which the progress of work is measured. Submittal and approval of the preliminary project schedule is a condition precedent to the issuance and payment of progress payments. No progress payments will be made until the preliminary project schedule has been accepted by both OWNER and the Project Inspector.

L. The preliminary project schedule shall be updated monthly during the first 90 days after the Notice to Proceed or until the detailed project schedule is accepted as a part of the payment application process. All appropriate reports and the network diagrams required by these provisions shall be submitted.

M. CONTRACTOR shall prepare and submit to OWNER the detailed project schedule within 45 days after issuance to CONTRACTOR of the Notice to Proceed. The CONTRACTOR shall prepare the detailed project schedule as a CPM schedule in the Precedence Diagram Method (activity-on-node) format.

N. Form and Format of Initial Submittal, Revisions, and Updates:

1. The detailed project schedule shall include a time scaled network diagram for the full network of activities. Network diagrams shall be based on early start and early finish dates of activities shown. The network diagram shall be prepared

on (E) size sheets (30 inches by 42 inches), shall have a title block in the lower right-hand corner, and a time line on each page.

2. The detailed project schedule shall include activity data reports. Each report shall include the activity number, original duration, remaining duration, calendar identification, activity percent complete, identification codes, description, early or actual finish, late start, late finish, and total float. Required reports include:

- a. Activity sort by activity number from lowest to highest;
- b. Activity sort by the amount of total float, then in order of activity number;
- c. Activity sort by early start for the next 90 days, then in order of activity number;
- d. Predecessor/successor report including all predecessors, successors, and activity logical interrelationships;
- e. Activity sort by activity number, listing the activity number, description, budget cost, earned cost, with a total of the budget costs to equal the value specified in the Construction Agreement document, and the total of the earned costs to equal the agreed amount earned through the end of the update period.

3. CONTRACTOR shall also prepare and submit a time-scaled summary bar chart schedule on a single sheet that shows the total project summarized by building or area in approximately 25 activities, as agreed to by CONTRACTOR and OWNER. The summary will accurately summarize the current detailed project schedule. All contract milestones shall be shown.

4. CONTRACTOR shall submit a data disk with all of the schedule data, calculations, report formats, and graphic formats used to create the schedule submission.

O. The detailed project schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Notice to Proceed and concluding with the date of final completion of the project. Use of float suppression techniques, such as preferential sequencing, special lead/lag logic restraints, extended activity times, or imposed dates shall be cause for rejection of the detailed project schedule and any revisions or updates. Any approved schedule, revision, or update having an early completion date shall show as project float the time between the early completion date and the then-current completion date as reflected in the Contract Documents.

P. The detailed project schedule shall provide OWNER with a tool to monitor and follow the progress of all phases of the Work. The detailed project schedule submitted to OWNER shall comply with all limits imposed by the scope of work, with all contractually specified intermediate milestone and completion dates, and with all constraints or sequences included in the Contract Documents. The degree of detail shall include, but not be limited to:

1. Physical and structural breakdown of the project;
2. Contract milestones, completion dates, constraints, restraints, sequences of work;
3. Type and sequence of work to be performed;
4. Purchase, submittal, submittal review, manufacturer, test, delivery, and installation activities for all major material and equipment;
5. Deliveries of OWNER-furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contract Documents or furnished by OWNER;
6. Preparation, submittal, and approval of shop and/or working drawings and material samples showing a 30-day minimum time specified for OWNER's review of normal or routine submittals;
7. Approvals required by regulatory agencies or other third parties;
8. Plans for all subcontract work;
9. Assignment of responsibility for performing specific activities;
10. Access and availability of work areas including all anticipated plant shutdowns;
11. Identification of interfaces and dependencies with preceding, concurrent, and follow-up contractors and utilities;
12. Any major testing, submission of test reports, and approval of test results;
13. Start up, testing, training, and assistance required under the Contract Documents;
14. Punch list and final cleanup; and

15. "Normal" inclement weather delay days: CONTRACTOR shall include an allowance for delays due to "normal" inclement weather per month within the detailed project schedule. The allowance may be indicated in the calendar section of the scheduling software or as a single critical path activity at the end of the project. The method of inclusion shall be clearly communicated in writing to OWNER; and

16. Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two shift, six-day weeks, specified overtime, or work at times other than regular days or hours.

Q. With the exception of submittal activities, activity duration shall not be shorter than one working day nor longer than 15 working days unless specifically and individually allowed by OWNER. The detailed project schedule shall include submittal, submissions of construction mockups, interfaces, milestones, OWNER-mandated milestones and reviews, equipment, procurement, and material fabrication and deliveries. The number of activities will be sufficient, in OWNER's judgment, to communicate CONTRACTOR's plan for execution of the project, to accurately describe the project work, and to allow monitoring and evaluation of progress and time impacts. Each activity's description shall accurately define the work planned for the activity and each activity shall have recognizable beginning and end points. The logical relationship among activities shall be clearly indicated.

R. Float or slack time within the schedule is available without charge or compensation to whatever party or contingency first exhausts it. Float or slack time is not for the exclusive use or benefit of OWNER or CONTRACTOR but is an expiring resource available to all parties as needed to meet contract milestones and the project completion date.

S. Any submittals, utility interfaces, or any furnishing of OWNER-supplied materials, equipment, or services, which may impact any activity's construction, shall be shown as a restraint to those activities.

T. A detailed project schedule showing a project duration longer than the duration specified in the Construction Agreement is not acceptable and shall be a default by CONTRACTOR, unless expressly waived by OWNER in writing.

U. The detailed project schedule will show CONTRACTOR's plan to support and maintain the project for the entire contractual duration of the project. Should CONTRACTOR propose a shorter project duration than that specified in the Construction Agreement, a complete detailed project schedule must be submitted reflecting the shorter duration, in complete accordance with all schedule requirements of the Contract Documents. At no cost to OWNER, OWNER may choose to accept CONTRACTOR's

proposal of a project duration shorter than the duration specified, provided OWNER is satisfied the shortened detailed project schedule is reasonable and OWNER and all other entities which interface with the Project are able to support the provisions of the shortened detailed project schedule. OWNER's acceptance of a shortened project duration will be confirmed through execution of a contract change order revising the project duration and implementing all contractual requirements, including liquidated damages, in accordance with the revised duration. In the absence of an accepted shortened project duration, CONTRACTOR shall continue to maintain the completed facilities until the scheduled completion date. Acceptance of a proposed schedule reflecting an early completion date rests entirely in the discretion of OWNER.

V. The allocated cost to perform each work activity shall be noted for each activity in the detailed project schedule. The sum of the costs assigned to all activities shall equal the contract value specified in the Construction Agreement. No activity costs shall be assigned to submittals or submittal reviews. The accepted cost-loaded detailed project schedule shall constitute the schedule of values from which CONTRACTOR will formulate monthly progress payment requests.

W. OWNER will review and make comments on the detailed project schedule. Meetings will be held between OWNER, CONTRACTOR, and all major subcontractors and/or suppliers to resolve any conflicts between the detailed project schedule and the intent of the Contract Documents. The term "major subcontractors and/or suppliers" as used in these provisions shall include any subcontractor or supplier with 10 percent or more of the value of the Project. Any other subcontractor or supplier representatives whom CONTRACTOR may desire to invite, or whom OWNER may request, shall attend. Comments made by OWNER during review of the detailed project schedule will not relieve CONTRACTOR from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the approved schedule and the requirements of the Contract Documents, the Contract Documents shall govern.

X. Detailed Project Schedule Acceptance:

1. OWNER will review and return to CONTRACTOR, along with any comments, CONTRACTOR's proposed detailed project schedule with one of the following designations:

a. "Accepted"—CONTRACTOR may proceed with the project work and will receive payment for the schedule in accordance with these provisions.

b. "Accepted with Comments"—CONTRACTOR may proceed with the project work. CONTRACTOR must resubmit the schedule incorporating the comments prior to receipt of payment pursuant to these provisions. CONTRACTOR shall have a maximum of 10 working days to make the required changes and resubmit to OWNER.

c. "Not Accepted"—CONTRACTOR may elect to proceed with the project work at its own risk. CONTRACTOR will not receive any payment for any project work until the schedule is resubmitted and designated "Accepted" or "Accepted with Comments" by OWNER. CONTRACTOR shall have a maximum of 10 working days to make the required changes and resubmit to OWNER. Should CONTRACTOR elect not to proceed with the Project, or to delay any portion of the Project, any resulting delay, impact, or disruption to the Project shall be CONTRACTOR's responsibility.

2. CONTRACTOR shall revise the detailed project schedule in accordance with the review comments. Resubmittals shall be as required by these provisions on schedule submittals. Review and response by OWNER shall be given within seven days after receipt of each new submission.

Y. Should the detailed project schedule show variances from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of those variations in the letter of transmittal. In the absence of specific mention of variances, CONTRACTOR will not be relieved of the responsibility for executing the Work in strict accordance with the requirements of the Contract Documents.

Z. Once accepted, the detailed project schedule becomes the record schedule which shall be used for monitoring and evaluating all facets of project performance, including but not limited to progress, changes, disruption, acceleration, and delays.

AA. The record schedule shall be reviewed by CONTRACTOR'S Project Manager and Construction Scheduler at a joint update meeting with OWNER for the purpose of verifying and agreeing upon:

1. Actual start dates for individual activities;
2. Actual completion dates for individual activities (when an activity is deemed complete, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the project);
3. Cost value of accepted work reported in place;
4. Activity percent completion;
5. Incorporation of approved changes and approved time extensions;
6. Status of outstanding notices of noncompliance;
7. Remaining duration for incomplete activities;

8. Schedule adjustments for authorized change orders, revised or added activities, duration, and network logic where required;

9. The schedule data disk of the updated schedule; and

10. A tabular listing of all of the activities, showing for each activity the identification number, description, duration, early start, early finish, late start, late finish, or actual dates, total float, and all the predecessor and successor activities for the activity described.

BB. CONTRACTOR shall submit monthly update schedules to OWNER each month on a date assigned by OWNER. The proposed updated schedule prepared by CONTRACTOR shall include all information available as of the cutoff date established by OWNER. A detailed list of all proposed schedule changes (logic, duration, status, additions, and deletions) shall be submitted with the update.

CC. The monthly updated schedules shall be accompanied by a schedule narrative report. The schedule narrative report shall describe the physical progress during the report period, plans for continuing the work during the report period, actions planned to correct any negative float predictions, and an explanation of potential delays and/or problems and their estimated impact on performance and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay shall be included for consideration by OWNER. The bound report shall follow the outline below:

1. CONTRACTOR's transmittal letter.
2. Description of problem areas.
3. Current and anticipated delays.
 - a. Cause of delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of delay on other activities, milestones, and completion dates.
4. Changes in construction sequences.
5. Pending items and status, including:
 - a. Permits.

- b. Change orders.
 - c. Time Extensions.
 - d. Noncompliance notices.
6. Contract completion date(s) status.
- a. Ahead of schedule and number of working days.
 - b. Behind schedule and number of working days.
7. Other project or scheduling concerns, including any plant shutdowns, duration of each shutdown, and analysis of any work to be performed during the shutdown period.
8. Agreed upon detail network diagram and reports.
9. Revised cost loading and cash flow Information.

DD. All network changes and status dates agreed to during a monthly update meeting shall be deemed accepted by all parties unless written objection is given by an objecting party within five days after the update meeting. For major network changes that cannot be agreed upon during an update meeting, CONTRACTOR shall submit such revisions in writing for OWNER's approval prior to inserting such changes into the network. Submissions may be in the form of marked-up networks, fragments, or schedule abstracts, provided they are submitted with a letter of transmittal.

EE. Predicated on the results of OWNER's review of the monthly update schedule and accompanying reports, CONTRACTOR may be required to revise the monthly update schedule. Conditions under which a revision will be made are as follows:

- 1. When a delay in the completion of any work item or sequence of work items indicates the need for an extension of the project completion or interim milestone dates by 10 working days or more.
- 2. When delays in submittals or deliveries or work stoppages are encountered which make replanning, rescheduling, or resequencing of the work necessary.
- 3. When the schedule does not represent the actual prosecution and progress of the project.

FF. Required revisions of the monthly update schedules are due within five days of notice by OWNER that a revision is required. All revisions and additions to the record

schedule are subject to the review of OWNER. When the monthly schedule update or its required revision is accepted by OWNER, it then becomes the current record schedule. The current record Schedule will be used for the period from which it is accepted until its successor is submitted and accepted.

GG. OWNER will review and return to CONTRACTOR the monthly update schedule, with any comments, within 15 days of submittal. The monthly update schedule will be returned with one of the following designations:

1. "Accepted"—CONTRACTOR may proceed with the project work, and will receive payment for the schedule in accordance with these provisions.
2. "Accepted with Comments"—CONTRACTOR may proceed with the project work. CONTRACTOR must resubmit the schedule incorporating the comments prior to receipt of payment pursuant to these provisions. CONTRACTOR shall have a maximum of five working days to make the required changes and resubmit to OWNER.
3. "Not Accepted"—CONTRACTOR may elect to proceed with the project work at its own risk. CONTRACTOR will not receive any payment for any project work until the schedule is resubmitted and designated "Accepted" or "Accepted with Comments" by OWNER. CONTRACTOR shall have a maximum of five working days to make the required changes and resubmit to OWNER. Should CONTRACTOR elect not to proceed with the Project, or to delay any portion of the Project, any resulting delay, impact, or disruption to the Project will be CONTRACTOR's responsibility.

HH. As a condition precedent to any release of retention, the last update to the record schedule submitted shall be identified by CONTRACTOR as the "As-Built Schedule" and shall reflect the exact manner in which the Project was actually constructed, showing accurate and actual start and finish dates for each schedule activity.

II Forty percent of the scheduling lump sum item will be released to CONTRACTOR if requested by CONTRACTOR in the pay application following OWNER's acceptance of the detailed project schedule.

JJ. The balance of the schedule lump sum item will be released in equal monthly increments over the life of the Project if requested by CONTRACTOR following OWNER's acceptance of each monthly update. Should one or more month's updates not be accepted, payment for those months will be released upon the first following monthly update which is accepted by OWNER.

KK. Once each week, on a date established by OWNER, CONTRACTOR shall submit a progress schedule listing the activities completed and in progress for the previous week

and the activities scheduled for the succeeding two weeks. The activity designations shall be consistent with the activity designations in the current record schedule. A bar chart shall be used to display the information in pictorial form.

LL. Whenever it becomes apparent from the current monthly update progress review meeting or the current record schedule that phasing, milestone, constraint, or project completion dates will not be met, CONTRACTOR shall execute some or all of the following remedial actions:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of these to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.
4. For excusable delays, request a time extension in accordance with the requirements of these provisions.

MM. Prior to or concurrent with implementation of any of the above actions, and in compliance with the Contract Documents, CONTRACTOR shall notify OWNER in writing of the causes or reasons for any delay necessitating remedial action. Any resulting record schedule revisions shall be incorporated by CONTRACTOR into the monthly update schedule before the next update and described in the monthly narrative.

NN. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a change order or be treated as acceleration where the need for a remedial action has been caused by CONTRACTOR and/or its subcontractors or suppliers, at any tier. CONTRACTOR will be responsible for all costs to OWNER and otherwise to return to the contractually required completion date.

OO. OWNER may elect to withhold progress payments until CONTRACTOR's progress indicates the milestone date(s) and/or project completion date will be met.

PP. CONTRACTOR shall submit to OWNER a written time impact analysis illustrating the influence of each delay on the project completion date in the current record schedule. Each time impact analysis shall include a fragment demonstrating how CONTRACTOR proposes to incorporate the delay into the current monthly update schedule. A fragment is defined as a sequence of new and/or activity revisions that are proposed to be added

to the current record schedule or the monthly update schedule in effect at the time the delay and the method for incorporating the delay and any impact into the schedule.

QQ. Each time impact analysis shall demonstrate the estimated time impact based on the events of the delay, the date delay was experienced by CONTRACTOR, the status of construction at that point in time, and the event time computation of all activities affected by the delay. The duration used in analysis shall be that included in the latest update of the record schedule in effect at the time the delay was encountered.

RR. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities extend the project completion date.

SS. Each time impact analysis shall be submitted within 15 days after a delay occurs. If CONTRACTOR does not submit a time impact analysis for a specific delay within the specified period of time, CONTRACTOR shall be deemed to have irrevocably waived any rights to additional time and cost for that delay.

TT. Since float time within the record schedule and updates is jointly owned, it is acknowledged and agreed that any OWNER-caused delays to the Project may be offset by OWNER-caused time savings, including but not limited to critical path submittals returned in less time than allowed in the Contract Documents, approval of substitution requests which result in a savings of time along the critical path for CONTRACTOR, etc. In the event of OWNER-caused delays, CONTRACTOR shall not be entitled to receive an extension of time or damages of any kind, until all OWNER-caused time savings are exceeded and the project completion date is also exceeded.

UU. Acceptance or rejection of each time impact analysis by OWNER shall be made within 15 days after receipt of each time impact analysis, unless subsequent meetings and negotiations are necessary. Upon acceptance, a copy of a time impact analysis signed by OWNER shall be returned to CONTRACTOR for incorporation into the schedule.

VV. Upon mutual agreement by both parties, fragments illustrating the influence of delays shall be incorporated into the record schedule during the first update after agreement is reached.

WW. In the event CONTRACTOR does not agree with the decision of OWNER regarding the impact of a delay, the dispute shall be resolved in accordance with the dispute resolution provisions of the Contract Documents.

XX. If the detailed project schedule is not submitted, or modifications made and resubmitted, or updates submitted in accordance with the time schedule set forth in these provisions, it is agreed and understood that OWNER and the Project will suffer damage. The parties understand and agree that the goodwill of OWNER and other contractors or

subcontractors, the progress of the Work, the Project monitoring and other business of OWNER and overall well-being of the Project will be damaged if CONTRACTOR's scheduling duties described above are not completed within the time limits required. The parties further agree that the exact amount of damages for failure to complete the scheduling duties within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine and that regarding such damages, and in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to OWNER as fixed and liquidated damages and not as a penalty the sum of \$ _____ for each calendar day of delay until such scheduling duties are completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the liquidated damages.

YY. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the scheduling duties within the time periods specified in these provisions and if as a result OWNER finds it necessary to incur, or does incur, any costs and expenses (for example, relating to additional personnel being assigned to the Project, additional consultants, additional services of the architect or his consultants, or claims by anyone affected by CONTRACTOR's delay), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

ZZ. In addition to withholding liquidated and other damages, if CONTRACTOR continues to fail to meet its scheduling duties for a period of 30 days or more, progress payments may be withheld until such time as CONTRACTOR has complied with its duties and the submissions are reviewed and approved by OWNER.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

Delete in its entirety Article _____ on Disabled Veteran Business Enterprise Compliance and use the following provisions:

Each bidder must meet goals and requirements relating to participation by Disabled Veteran Business Enterprises established by OWNER, or make a good faith effort to do so, in accordance with the criteria established pursuant to Public Contract Code Section 2000(b). Documents related to compliance are included in the bid package and must be completed and returned with the bid or the bid may be deemed non-responsive.

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PROJECT TITLE/BID #:
OWNER:

Add Article on Progress Meetings, as follows:

ARTICLE PROGRESS MEETINGS

CONTRACTOR shall attend all progress meetings and take clear and complete notes of the meetings and all subjects discussed at the meetings, submitting the notes within 48 hours of the end of the meeting to the Architect for review and comment. Notes shall be kept in a manner which will permit easy tracking of the progress of each topic of discussion.

SUPPLEMENTAL GENERAL CONDITION NO.

**PROJECT TITLE/BID #:
OWNER:**

ARTICLE 46 PAYMENT

Delete in its entirety Paragraph A of Article 46 of the General Conditions and use the following provision:

A. This project has been designated as substantially complex. As such, Owner will retain 10% of any progress payment due to ensure satisfactory completion of the project. Each month within 30 days after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect, OWNER shall pay to CONTRACTOR a sum equal to 90 percent of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.

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OWNER:**