

EXHIBIT D -1

SPECIAL CONDITIONS

1. Owner -Controlled or Wrap - Up Insurance Program

Developer and all Subcontractors under the Developer shall participate in and comply with the Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP").

Developer and all Subcontractors shall comply with all terms and conditions of the SEWUP Contractual Provisions attached hereto as ATTACHMENT A and incorporated herein.

2. Mitigation Measures

Developer shall comply with all applicable mitigation measures, as follows, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) .

Mitigation Monitoring and Reporting Program attached hereto as ATTACHMENT B and incorporated herein .

3. Permits, Cthe exception of the following:

[Water Connection Fees, Sewer Connection Fees, Impact Fees, Capacity Charges].

With respect to the above listed items, Developer shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees , but only for the actual and direct costs (without markup or additional fees). Developer shall notify the District of the amount due with respect to these items and to whom the amount is payable. Developer shall provide the District with an invoice and receipt with respect to such charges or fees. In the alternative, District may pay such costs directly to DSA.

4. Disabl

5.6. Work during Instructional Time_____.

Developer affirms that Work may be performed during ongoing instruction in existing facilities. If so, Developer agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

5.7. No Work during Student Testing_____.

Developer shall, at no additional cost to the District

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Developer shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods. District may deduct those costs from any amounts owing to Developer for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Developer for all the professional services and/or DSA fees or delay to the

27.4 Apprentices and trainees

27.4.1 Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Developer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Developer's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. Ifppmi.5D 53 >>B ()0.8 (f)-14

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27.9 Disputes concerning labor standards

The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Developer or Subcontractor under the Contract or any other Federal contract with the same Developer, or any other federally -assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Developer, such sums as may be determined to be necessary to satisfy any liabilities of such Developer or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

27.11.4 Subcontracts

Developer or Subcontractor shall insert in any subcontracts the clause (s)6.9 (e)9006 Tc -0.092 T

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Federal Funds - Domestic preferences for procurements

*As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 to **Exhibit D** to the Facilities Lease:*

1.8.10 As appropriate and to the extent consistent with law, Developer should, to the greatest extent practicable for the Project, provide a preference for the purchase,

ATTACHMENT A

SEWUP CONTRACTUAL PROVISIONS

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

ATTACHMENT B

DISTRICT MMRP

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