

EXHIBIT D-1

SPECIAL CONDITIONS

1. COVID-19 Vaccination and Testing Requirements

Developer shall comply with all applicable federal, state and local laws regarding COVID-19. On August 11, 2021, the California Department of Public Health ("CDPH") issued a new State Public Health Officer Order ("Order") regarding COVID-19 vaccine verification for workers in school districts, affecting District operations. The Order took effect on August 12, 2021, and all affected worksites must be in full compliance with the Order by October 15, 2021. In addition, the District passed Resolution No. 3233 which requires all District contractors who work directly with students or District staff at District facilities after January 31, 2022 to be fully vaccinated or have submitted a valid exemption to Developer. Accordingly, Developer is required to comply with the following before permitting Developer personnel to work at the Project site:

Vaccination Requirements

Developer shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form. The completed COVID-19 Vaccination/Testing Certification Form must be received by the District prior to the Notice to Proceed.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Developer shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Developer may accept the documentation presented in (a) through (f) above as valid.

Developer shall have a plan in place for tracking verified Developer personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Developer personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Developer shall ensure that Developer personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who have submitted a valid exemption to vaccination are required to undergo diagnostic screening testing, as specified below:

(a) Developer personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Developer personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Developer shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

2. COVID-19 Safety and Social Distancing Requirements

Developer shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 including, without limitation, preparing, posting, and implementing a Social Distancing Protocol, as required. In addition, Developer's Safety Plan, required under the General Conditions, must include an Appendix labeled "COVID-19 SAFETY PLAN," which must detail Developer's safety and compliance plan for COVID-19, specifically adapted from the Project, including, without limitation, the following: signage, measures to protect employee health, measures to prevent crowds from gathering, measures to keep people at least six feet apart, measures to prevent unnecessary contact, and measures to increase sanitization.

3. 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 **Appendix A** and incorporated herein.

4. Permits, Certificates, Licenses, Fees, Approvals

4.1. Payment for Permits, Certificates, Licenses, Fees, Approvals.

As required in the General Construction Provisions, Developer shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the 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.

5. Disabled Veterans Business Enterprise

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school buildings. Education Code Section 17076.11 requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. Accordingly, Developer must submit the Disabled Veteran Business Enterprise Participation Certification to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract.

6. Modernization Projects

6.1. Access.

Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Developer's Work, the overtime wages for the custodian will be paid by Developer, unless at the discretion of the District, other arrangements are made in advance.

6.2. Master Key.

Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of Developer. Developer agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

6.3. Maintaining Services.

Developer is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Developer shall provide temporary services to all facilities interrupted by Developer's Work.

6.4. Maintaining Utilities.

Developer shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

6.5. Confidentiality.

Developer shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Developer encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

6.6. 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.

6.7. No Work during Student Testing.

Developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

7. Designation of Certain Products as the Only Acceptable Materials, Products, or Things for the Project

Not Used

APPENDIX A

**DISTRICT MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
To be added by amendment**

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