EXHIBIT D-1

SPECIAL CONDITIONS

1. Preparation of Solicitation of Subsequent Contracts

Insert Section 6.1.9 in Exhibit D of the Facilities Lease

6.1.9 Developer's duties and services under this Facilities Lease shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Developer's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Developer shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Developer pursuant to this Facilities Lease.

2. [Not Used]

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.); this includes compliance with the District's SWPPP, adherence with all measures and regulations of the Lahontan Regional Water Quality Control Board, and compliance with all conditions and regulations of the Tahoe Regional Planning Agency.

4. Permits, Certificates, Licenses, Fees, Approvals

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

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

With respect to the above, 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. Occupied Site

5.27 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.

5.28 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.

5.29 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.

5.30 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.

5.31 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.

5.32 Work during Instructional Time.

Developer acknowledges that the Project may overlap with 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. If Developer cannot adequately minimize the disruption to District's satisfaction, District reserves the right to require that Developer perform Work outside of school operation hours at no additional cost to District.

5.33 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.

6. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

6.27 Badges must be filled out in full and contain the following information:

6.27.1.1 Name of Contractor

6.27.1.2 Name of Employee

6.27.1.3 Contractor's address and phone number

6.28 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

6.29 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

7. [Not Used]

8. Substitution for Specified Items

*The following provisions are added to Section 1.7 to **Exhibit D** to the Facilities Lease:*

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Developer may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Developer is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Developer shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Developer shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Developer shall notify the District in writing of any request for a substitution at least ten (10) days prior to proposal opening as indicated in the Request for Qualifications and Proposals.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice to Proceed with Construction.

1.7.3 Within 35 days after the date of the Notice to Proceed with Construction, Developer shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Developer. Developer warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 Developer provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 Developer shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by Developer without a change in the Contract Price or Contract Time;

1.7.4.4 Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, Developer agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer.

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 Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods.

9. Weather Days

*Replace Section 15.2.1.5 to **Exhibit D** to the Facilities Lease with the following:*

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January	6	July	0
February	7	August	0
March	5	September	1
April	3	October	2
May	2	November	2
June	1	December	4

10. [Not used]

11. Insurance Policy Limits

All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	**[E.G. CHOOSE ONE OF THREE OPTIONS:** Option 1 - Low Risk Option: $1,000,000 per occurrence; $2,000,000 aggregate
		Option 2 – Intermediate Risk Option: $2,000,000 per occurrence; $4,000,000 aggregate
		Option 3 – High Risk Option: $5,000,000 per occurrence; $10,000,000 aggregate**]**
Automobile Liability – Any Auto	Combined Single Limit	**[E.G. CHOOSE ONE OF TWO OPTIONS:** Option 1 – Personal vehicles: $500,000 Commercial vehicles: $1,000,000
		Option 2 – Personal vehicles: $100,000 per person/ $300,000 per accident**]**
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		**[E.G. $0]**
Builder's Risk (Course of Construction)		**[E.G. $0]**
Pollution Liability		**[E.G. $0]**

12. [Not Used]

13. [Not Used]

14. As-Builts and Record Drawings

14.27 When called for by Division 1, Developer shall submit As-Built Drawings pursuant to the Contract Documents consisting of a set of computer-aided design and drafting ("CADD") files, a set of PDF files, plus one set of As-Built Drawings in hard copy.

14.28 Developer shall submit Record Drawings pursuant to the Contract Documents consisting of a set of computer-aided design and drafting ("CADD") files, a set of PDF files, plus one set of As-Built Drawings in hard copy.

15. Construction Manager

The District is the Construction Manager described in Section 4 to Exhibit D to the Facilities Lease, the General Construction Provisions. This assignment is subject to change.

16. Program Manager

Cumming Group is the Program Manager designated for the Project that is the subject of this Contract.