

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FACILITIES PROJECTS

1. **CONDUCT OF WORK:** As may be applicable, the Contractor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. The Contractor will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Upon completion of the work, Contractor shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. Further, the Contractor shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations issued by the California Department of Industrial Relations. The Contractor shall be liable for damages arising out of injury to the Court's employees or its contractors during performance of the work, provided that the injury or damage was caused by the fault or negligence of the Contractor, or by its equipment or tools.
2. **LIENS:** Contractor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor's subcontractors for which liens on the Court's or County's property have been or can be filed or for which stop notices have been or can be filed. Contractor must furnish unconditional lien releases to the Court.
3. **BONDS:** The Court may require written evidence of Contractor's ability to obtain from a reputable bond company required bonds. If requested, the Contractor may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses shall be determined by the Court.
4. **INSPECTIONS**
 - A. **Materials Inspections**

Court may from time to time, at its sole good faith option, inspect and test certain materials or equipment. Therefore in contracting for the purchase of any material or equipment that Contractor will use in the performance of the Work, Contractor shall obtain for Court from the vendor of such material or equipment the right to inspect all such material and the manufacture and fabrication thereof. Whether or not Court conducts such inspection, Court shall also have the right to reject all materials or equipment that, in the sole good faith discretion of Court, fail to conform to either adequate manufacturing specifications, the specifications under which such materials or equipment were purchased or the specifications required for the performance of the Work.
 - B. **Field Inspections**

Throughout the performance of the Work, Court shall have the right to designate one or more inspectors or engineers to inspect and test the Work Site and the progress of the Work. Contractor shall cooperate with such inspectors and engineers in order that the Work may be fully inspected and that Court may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

C. Inspection Not Acceptance

Contractor expressly understands and agrees that any inspection by Court pursuant to this Agreement shall be for Court's sole benefit and shall not be deemed an acceptance by Court of all or any portion of the materials or Work so inspected. Contractor further understands and agrees that no inspection by Court pursuant to this Agreement or approval or failure to object to any portion of the Work shall relieve or release Contractor from any duties, obligations, or liabilities provided in this Agreement.

5. **SCHEDULING WORK:** All work shall be scheduled with the Court Project Manager or their designee before starting the assigned project.
6. **SAFETY DEVICES:** Contractor shall furnish and maintain all safety devices, e.g., signs, barricades, cones, etc. required to adequately warn and protect all persons who will be utilizing this facility during the course of the work.
7. **CONTRACTOR-CAUSED DAMAGE(S):** The Contractor shall repair or replace, at the option of the Court's Project Manager(s), all damage to the building, equipment, or furniture caused by its operations within five (5) working days, and preferable sooner.
8. **GUIDELINES FOR CONTRACTOR CONDUCT: WORKING IN COURT BUILDINGS**

These Guidelines for Contractor Conduct are subject to revision and may be modified by the Court at any time. Contractor will be notified of modifications.

- A. Work areas are to be free of all tools, trash, material packaging, etc., and any other discarded items at the end of each shift. Contractors should take their trash with them at the end of each shift, rather than disposing of trash in court containers.
- B. All waste, excess materials, tools, etc. shall be removed from the areas upon completion. The areas shall be thoroughly cleaned.
- C. If desk items need to be moved, they must be placed back in the same location (including chairs moved to access under desk space).
- D. Vacuum all areas paying special attention to all drywall cutouts and/or ceiling tile debris on floor and around work areas at the end of each shift.
- E. Use caution when removing and installing ceiling tiles. Any damage resulting in mis-handled ceiling tiles will be the responsibility of the Contractor to replace.
- F. Do not remove any furniture or chairs from any office area.
- G. Do not prop open any secure doorways. Access cards will be furnished.
- H. Do not modify the adjustments on any chairs, or remove any chairs from any area.
- I. Do not use any Court radio, stereo, or TV. (Contractor's crew may furnish their own radio. However, volume must be kept at a low level, as judicial and administrative staff often works after hours).
- J. Smoking is prohibited in all Court buildings, including any/all restrooms.
- K. Do not use any restrooms in judicial chambers. Only use common area restrooms.
- L. Do not leave company items behind once a job is complete (i.e. ladders and tools).
- M. Any furniture moves necessary to complete the work must be indicated during the job walk or pre-project planning. No furniture is to be moved without prior notice to the Court Project Manager.
- N. For security purposes, do not allow any person(s) into your work area, or into any other Court Building area. Do not open doors to allow person(s) access into your work area, or any other Court Building area. As you go through doors, be sure to securely pull them closed behind you. Don't let person(s) come through a door along with you.
- O. These Guidelines for Contractor Conduct are not intended to replace any of the contract's terms and conditions. In regards to precedence, in case of any conflict between these Guidelines and any other portion of the contract, these Guidelines are inferior.

9. DRUG / ALCOHOL / FIREARMS / OPERATOR QUALIFICATION POLICY AND TESTING

A. Drug / Alcohol / Operator Qualification Program and Testing

Contractor represents and warrants that it has established, maintains, and enforces both a Drug and Alcohol Program and an Operator Qualification Program per industry standards.

B. Court Policy Regarding Drugs / Alcohol / Weapons

Contractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of Court that:

1. The use, possession and/or distribution of illegal or unauthorized drugs, drug-related paraphernalia or weapons on Court's premises, right-of-way, or Job Site is prohibited and the use or possession of alcoholic beverages, except where authorized by Court's management, is also prohibited;
2. Entry onto or presence on Court's premises by any person, including Contractor, Contractor's employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to Court to conduct searches, whether announced or unannounced, on Court's premises of the person and his or her personal effects for such prohibited items, and consent to drug testing at any time while on Court's premises;
3. Any person suspected or found in violation of the policy or who refuses to permit a search or drug or alcohol test may be removed and barred from Court's premises, at the sole discretion of Court; and
4. Contractor personnel who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on Court premises, or upon request of Court, will be removed from any further performance or services under this Agreement.

END OF SPECIAL TERMS & CONDITIONS FOR FACILITIES PROJECTS