

ADDITIONS TO TERMS AND CONDITIONS OF PURCHASE – APP. B TO PO FOR TELECOMMUNICATION SERVICES ONLY (LIMIT \$400,000)

ARTICLE 1 – RESTRICTIONS TO THE WORK. Seller shall not perform any work under this Purchase Order requiring a penetration through any wall, except for bolts, screws, or other fasteners for installation of surface-mounted jacks, conduit, and racks, and except for 1” maximum diameter drywall holes required for new pathways. Total costs for drywall penetrations and new pathways will be included in the Purchase Order but shall not exceed \$50,000. Seller shall not perform any work under this Purchase Order requiring penetration through any structural member or through any brick or masonry wall.

ARTICLE 2 - CHANGES IN THE WORK. University may order changes in the services, materials, or supplies provided by Seller. Seller shall not make any change or be entitled to any adjustment of the amount of or time to complete the Purchase Order, except as provided in writing and signed by University.

ARTICLE 3 - STATUTORY REQUIREMENTS. Seller shall perform the services in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Seller, University, or the services and materials provided under the Purchase Order, including, without limitation, the following:

1. Prevailing Wages. Seller and all Subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code Section 1770, and the applicable sections that follow, including Section 1775.
2. Apprentices. Seller shall, and cause all Subcontractors to, comply with all requirements of State of California Labor Code Sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, Section 200, and the applicable sections that follow, regarding apprentices.
3. Work Day. Seller shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in accordance with conditions provided by law. Seller shall forfeit to University, as a penalty, \$25.00 for each worker employed in the execution of the services by Seller or any Subcontractor, for each day during which each worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the provisions of any law of the State of California. Seller and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 4 - LIABILITY FOR AND REPAIR OF DAMAGED WORK. Seller shall be liable for any and all damages and losses to the services and materials provided under this Purchase Order (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to University’s acceptance of the Purchase Order as fully completed except that Seller shall not be liable for Earthquake, tidal wave, or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Seller, its officers, agents or employees (including all Subcontractors and suppliers of all tiers).

ARTICLE 5 - BUILDER'S RISK PROPERTY INSURANCE (check with Risk Management).

5.1 If and only if the Contract Sum exceeds \$200,000 at the time of award, University will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Purchasing office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Purchase Order. Seller agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Purchase Order and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the services and materials will be payable to University and Seller as their respective interests, from time to time, may appear. Seller shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 5 shall be construed to relieve Seller of full

responsibility for loss of or damage to materials not incorporated in the services provided under the Purchase Order, and for Seller's tools and equipment used to perform the services, whether on the site or elsewhere, or to relieve Seller of its responsibilities referred to under the Purchase Order. Materials incorporated in the services performed under this Purchase Order, as used in this Article, shall mean materials furnished while in transit to, stored at, or in permanent place at the site.

5.2 Insurance policies referred to under this Article shall:

.1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by Seller.

.2 Include a waiver of subrogation against Seller, its Subcontractors, its agents, and employees.

5.3 Builder's risk insurance coverage under this Article will expire as described in the builder's risk property insurance policy.

END OF GENERAL CONDITIONS

179033.1