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SPECIAL CONDITIONS

1. Weather Days.

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions.

2. Contractor's Job Cost Reports.

2.1. Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at Three Hundred Thousand Dollars (\$300,000) or greater will maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by Contractor and applicable Subcontractors is subject to the review and acceptance by Judicial Council. The job cost reporting systems for the Work must be updated in regular intervals of not more than **ONE (1)** calendar month.

2.2. Job Cost Reporting System Requirements. The computerized job cost programs utilized by Contractor and applicable Subcontractors will conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration will follow the general format of Judicial Council approved Cost Breakdown (Schedule of Values) and budgets established for each line item must be traceable to a bid estimate of costs. The job cost reporting systems utilized by Contractor and applicable Subcontractors must be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system must be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

2.3. Job Cost System Information. Upon request of Judicial Council, Contractor and applicable Subcontractors will make available written job cost reports and provide Judicial Council and the Project Manager with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

3. Insurance (OCIP Applicability). The Project will **NOT** be subject to a Judicial Council provided OCIP.

4. Permits, Certificates, Licenses, Fees, Approval.

4.1. Approvals, Certificates, Fees, Inspections, Licenses, Permits, Etc.

4.1.1. Permits in Bid Price. Contractor must include in its bid the cost of any approvals, certificates, fees, inspections, licenses, permits or similar requirements necessary for the performance of the Work ("Permits").

4.1.1.1. "Permits" includes, without limitation, any of the following if required: temporary or permanent building, mechanical, electrical or plumbing permits; certificates of occupancy; curb-breaking permits, highway entrance permits; water permits; local inspector fees; etc.

4.1.1.2. "Permits" does not include Project Inspector fees (which will be paid by Judicial Council unless otherwise indicated herein), professional licensing, or contractors' licensing.

4.1.1.3. The Contractor is required to obtain all Permits. The Contractor shall ensure sufficient time in its Construction Schedule to secure and obtain all permits and shall not be permitted to claim a delay in the Project due to a delay in obtaining a Permit.

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