

# OGDEN REPLACEMENT ELEMENTARY SCHOOL

## PROCEDURE MANUAL - Updated 09-28-2009



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## **SECTION 1 - PURPOSE AND INTENT:**

The Procedures Manual for Subcontractors is intended to be an information source and reference guide for personnel involved in the construction of the Ogden Replacement Elementary School. The procedures set forth in this Manual are designed to:

1. Inform about jobsite-specific conditions and provisions.
2. Aid in the communication flow of the project.
3. Increase the efficiency of the construction process.
4. Show examples of standard forms used.

The Procedures Manual will be incorporated into each and every Subcontract Work Order covering the Work on this project. Nothing in this manual is intended to conflict with any of the other Contract Documents. If there are any questions regarding the information in this document, the Subcontractor must immediately contact Turner Construction Company.

Each subcontractor should have copies of this manual made available at all times to its employees at both their office and at the jobsite. All subcontractors' employees must be made aware of the policies outlined herein.

## **SECTION 2 - PROJECT REQUIREMENTS:**

1. Operate a safe jobsite in compliance with all applicable regulations. Safety is a must. All subcontractors are required to be knowledgeable in the Turner Project Safety Program.
2. Complete the project with no lost-time accidents or incidents.
3. Construct a quality facility in accordance with the Contract Documents.
4. Construct the project with no damage or theft to property, facilities, or equipment.
5. Complete the project on time.
6. Build within budget constraints.
7. Submit and complete qualification to bid on the project through completion of Turner Prequalification form. This can be completed online at: <https://subprequal.tcco.com/> or per the attached hard copy form. (Attached: Prequalification Form, 11 Pages).
8. Sign, unmodified, Turner Master Contract, form 36P with revision date of 06/01/08. (Attached: Turner Form 36P, REV 06/01/08, 11 Pages).
9. Meet or exceed MBE / WBE subcontracting requirements and City of Chicago Labor Residency requirements. These requirements are clarified in trade specific Bid Requisitions, and 50% Chicago Residency Labor with 7.5% living in West Town, or the Near North Side. (See Attached City of Chicago Community Area Map, 1 Page)

Detail your MBE, WBE, and Chicago Labor percentages and costs on the Bid Form.

Review Attached Documents for MBE and WBE reporting (5 Pages)

10. Two (2) hard copies of the attached document "Document Submittal Checklist" (1 Page) must be completed and handed in with the bid.

### **SECTION 3 - SPECIAL JOBSITE PROVISIONS:**

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1. **PROJECT INFORMATION LIST**

**Project Name:** Ogdén Replacement Elementary School

**Jobsite Location:** 24 W Walton Street  
Chicago, Illinois 60610

**Turner Main Office:** Turner Construction Company  
55 East Monroe  
Chicago, IL 60603

**Owner:** Public Building Commission  
Richard Daley Center Room 200  
50 West Washington Street  
Chicago, IL 60602

**Architect:** Nagle, Hartray, Danker, Kagon, McKay, Penney  
30 West Monroe Street  
Chicago, IL 60603

SMNG-AArchitects, LDT.  
936 West Huron Street  
Chicago, IL 60622

**MEP/FP Engineer:** DBHMS Design Build Engineers  
303 West Erie Street, STE. 510  
Chicago, IL 60610

**Structural Engineer:** Matrix Engineering Corporation  
33 West Jackson Blvd, 4<sup>th</sup> Floor  
Chicago, IL 60604

**Civil Eিংineer:** Terra Engineering, LTD.  
225 West Ohio Street, 4<sup>th</sup> Floor  
Chicago, IL 60654

**Landscape Architect:** Terry Guen Design Associates  
521 West Superior, Suite 327  
Chicago, IL 60610

**Construction Manager:** Turner Construction Company  
55 East Monroe Street, Suite 3100  
Chicago, Illinois 60603

## 2. PROJECT COMMUNICATION

- A. Unless you are otherwise instructed, correspondence on this project should be directed as follows:

Engineering (Submittals/RFIs)  
Adam Dell  
*Project Engineer*

Superintendence (Field Coordination)  
Scott Atchison  
*Project Superintendent*

Change Orders, Estimates  
Pete Woeste  
*Project Manager*

Accounting (Billings, Waivers, etc.)  
TBD  
*Sr. Project Accountant*

- B. Document Ordering:

Turner has engaged Cushing to provide printing services for the project. All documents will be ordered through Cushing by contacting Carolyn Clark at Cushing via email at [cclark@cushingci.com](mailto:cclark@cushingci.com) or by phone at (312) 266-8228. Documents can be viewed and downloaded via a password protected FTP site. Access to this site will be given after a Subcontractor has been qualified through the Pre-Qualification process.

## 3. GENERAL

- A. Contractors shall be responsible to review the drawings for ALL trades' work to determine the scope of work and necessary coordination for their package.
- B. Review Specifications and Requisitions for alternates and allowances.
- C. It is mutually understood that where the words "Construction Manager" and "Contractor" and "General Contractor" are used throughout the Specifications, Drawings and other contract documents, these shall be deemed to mean this Subcontractor.
- D. Any contractor that requires an open flame will be required to complete and submit the "Hot Work Permit Authorization" prior to commencement of this work. This form can be obtained from TCCo.
- E. Turner or Owner shall provide Builder's Risk Insurance. However, Subcontractor is responsible for the deductible in the event the loss is caused by Subcontractor negligence.
- F. All visitors must register at the Construction Manager's field office before entering the jobsite. Access to the jobsite is limited to only individuals authorized by the Owner for specific construction needs.
- G. All identification signs allowed on the Project are subject to the Owner's prior written approval. No publicity or public relations releases are to be made without approval from the Owner and the Construction Manager. No signs advertising the work or identifying any person, firm, or entity concerned with the work shall be allowed at the site unless approved in advance in writing.
- H. This project is in a residential area and all City of Chicago Ordinances concerning working in this district apply.

## 4. HAZARD COMMUNICATION STANDARDS

The Subcontractor agrees to comply with all Federal, State and Local Safety Rules included in OSHA's Expanded Hazard Communication Standards. An MSDS must be submitted at least

seven (7) days prior to each material being delivered to the jobsite. Strict adherence will be mandatory.

## 5. ALLOWANCES

Allowances specified in the 'Scope of Work' sections for each Bid Package are to be included in the Base Bid for each Bid Package. Work may not be provided under an Allowance without prior consent from the Construction Manager. Any Contractor who performs any work under an Allowance without prior authorization from the Construction Manager will not be permitted to submit a change request for that work. All Allowances will be broken out on the Schedule of Values. Any Allowance funds not used at the completion of the project will be refunded to the Owner via a DEDUCT change order

Tickets for Allowance items or labor hours must be signed every day by the Construction Manager. Failure to have tickets signed daily is grounds for denying payment. Each Contractor is responsible for acquiring these signatures.

## 6. KEY PERSONNEL

Upon the start of work a list of key Subcontractor personnel with addresses and telephone numbers for emergency situations shall be furnished to Turner. The telephone numbers are for after-hour emergencies. Key personnel will have a thorough understanding of the schedule requirements and shall proactively deal with all issues affecting the schedule.

The Subcontractor shall provide competent supervisory personnel consistent with the size and complexity of the Work in order to: fully control their work force, coordinate their Work with that of related trades, and complete the Work in accordance with the Construction Documents and Schedule. Subcontractor supervisory personnel are required to be involved in this project with adequate input into the daily management of the project. No Subcontractor shall remove such supervisory personnel from the site without Turner's written permission.

## 7. SCHEDULE AND PROGRESS

(See attached Milestone Schedule dated September 08, 2009, 2 Pages)

Progress of the Subcontractor's work shall meet the "Specific Progress" of the Project, with the understanding that time is of the essence. "Specific Progress" shall be defined as such progress that will maintain the Construction Schedule as set by Turner, precedent and contiguous trades, and such progress as will not delay the Schedule of next dependent trades, all to the entire satisfaction of Turner so as not to delay the completion of the whole or any part of the work. It shall be understood and agreed that the Construction Schedule may be revised from time to time in order to meet project completion date requirements.

The Scope of Work includes any out-of-sequence work ordered which is required by Turner's project schedule, such as, but not limited to work made necessary by removal of plant equipment, temporary power, temporary piping, braces, trash chute(s), temporary offices, etc. which are not removed until the building is substantially complete.

Each Subcontractor is to include multiple mobilizations as necessary to complete their scope of work within the time period dictated by the Project Schedule.

The Subcontractor shall be responsible for the cost of expediting all fabrication and delivery of its materials to meet the project schedule. Should, in the opinion of the Owner or Construction Manager, it become necessary (in order to maintain job progress) to supplement the Contractor's expediting efforts, then all reasonable costs incurred by the Owner and the Construction Manager shall be backcharged to the Contractor. The full costs of standby services resulting from this Subcontractor working overtime or on weekends or holidays at his election or to insure completion of his Subcontract obligations to meet job progress shall be borne by this



Subcontractor. These costs include, but are not limits to all additional expenses incurred, such as: shop stewards, safety representatives, maintenance of temporary light and power, hoisting facilities, temporary water and sanitation, temporary heat, winter weather protection, Turner supervision and any and all other such services required by said overtime. The Subcontractor must provide a minimum of 24 hours notice if standby services are required.

Subcontractors are expected to field coordinate with each other. The work and sequence of operations shall be planned in accordance with Construction Schedule in such a manner that the work as a whole will be continuous after it is started and will be completed on or before the contract completion date.

## 8. **JOB MEETINGS**

Regular meetings will be necessary to ensure safe, satisfactory performance of work and proper coordination of all building trades. Any Subcontractor who fails to attend these meetings will be held responsible for any delay or expense incurred due to coordination conflicts related to their trade.

Each Subcontractor shall have responsible representation at the following meetings:

- A. Subcontractors Pre-Bid Jobsite Visit - The Subcontractor warrants that prior to the submission of their lump sum proposal, they have visited the site for the purpose of fully understanding and accepting all conditions in and around the construction site.
- B. Pre-Mobilization Safety Meeting - To be held on-site for subcontractor field foreman and workforce to discuss jobsite rules and regulations.
- C. Weekly Coordination and Safety meetings, held at Turner's Jobsite Office. Subcontractor's field superintendent/foreman and project manager are required to attend prepared to discuss the overall project safety, schedule, deliveries and to coordinate all field activities for the week. Each subcontractor shall provide weekly status reports regarding procurement status, fabrication, etc of items required for his/her work. Attendance at these meetings is mandatory for all subcontractors on site. Failure to attend these meetings will not excuse the Subcontractor for being responsible for all items discussed and dates established whether the Subcontractor had input or not into their formulation.
- D. Weekly Subcontractor MEP Coordination meeting, held at Turner's Jobsite Office. Subcontractor's field superintendent/foreman and project manager are required to attend. Meeting frequency may be changed to once a week as the project progresses.
- E. A Monthly Safety Meeting is mandatory for all Contractors who were on-site or will be on-site within two-weeks of the scheduled meeting.
- F. A Monthly Project Executive Meeting with Critical Path Subcontractors. Ownership representatives will be required to meet at least once a month with the Turner project management team to discuss 1 month prior, current and 1 month future issues.

## 9. **STRUCTURAL STEEL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, TELECOMMUNICATIONS, AND SPECIALTY SYSTEMS COORDINATION (BIM COORDINATION)**

### A. Introduction

Turner's Virtual Design and Construction methodology aims at improving construction processes, creating efficiencies in the product delivery, and enhancing the quality of our product. Virtual Design and Construction uses 3D and 4D (4D = 3D model linked with the construction schedule) models to build digitally first in order to simulate and optimize the design and the construction process.

The Structural Steel, Architectural (3<sup>rd</sup> Party Modeler), Mechanical, Electrical, Plumbing, and Fire Protection subcontractors on this project will participate in the coordination process using 3D modeling, in lieu of the conventional 2D drawing based process. The coordination will be a collaborative process in which the subcontractors coordinate their work both individually and collectively, in 3D, using the architectural, structural, and MEP 2D Paper Documents and 2D AutoCad as backgrounds. This 3D process, utilizing what is commonly referred to as Building Information Models (BIM), will help develop a solid understanding of the complexity of this project, and helps track and resolve potential conflicts at early stages when they are easy to correct. This will, in turn, allow for a more coordinated, efficient, and predictable construction process, and reduce risks for all of the project participants throughout the process.

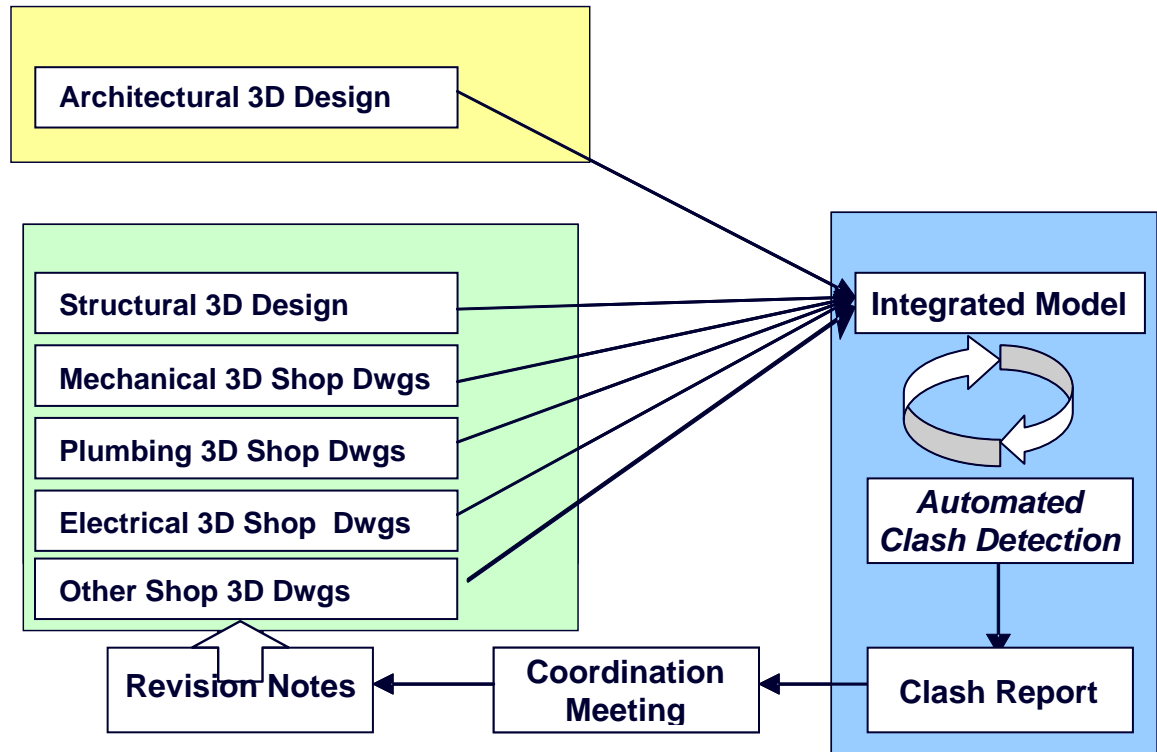
The following information describes the processes and deliverables provided by the project participants to create, maintain, and utilize virtual 3D models for design validation.

B. Process Overview

The intention is to supplement the coordination process between trades and design disciplines. Each participating subcontractor will be responsible to develop their coordination drawings by creating a 3D model of their respective scope of work, based on the design documents.

The diagram below illustrates the 3D model based design validation process. In the first step the subcontractors create 3D models of their respective scope of work based on the design documents. The files of these 3D models will be stored on the Turner ViCon Server. Turner will integrate the design discipline and trade specific models into a consolidated 3D model per the design validation review cycle (refer to Item 6-G below), and create Clash Reports. Clashes are identified as locations where piping, ductwork or other equipment is interfered with by other equipment or with the building interior walls, ceilings, or structure. Turner will review the model and the Clash Reports in coordination meetings (per the design validation review cycle) with the subcontractors, and develop solutions to the identified problems. Based on these discussed solutions the subcontractors will revise their design and 3D models, and re-submit the 3D models for the next iteration. This process will be repeated until all involved parties have confidence in the constructability of the coordinated design.

Additionally, the Virtual Design & Construction process intent is to identify common issues that normally are not apparent thru a conventional 2D Coordination Process. Therefore it is the sole responsibility of the subcontract to ensure that space reservation thru 3D Parametric Modeling is complete to the extent at which each subcontractor requires to provide a complete system. If any part or piece of the system is not represented within the "Building Information Model" the subcontractor will be responsible to install the work within the parameters of the project conditions at no additional cost to the project. Furthermore, if at any time it's determined that the responsible subcontractor has not installed the work per the most current model the subcontractor will be responsible to remove the work and re-install the work at no additional cost to the project.



C. Turner's Resources and Support

For modeling and the design validation, the Mechanical Subcontractor will provide a Model Coordinator to the project. The Model Coordinator will be responsible for the integration of the trade and design discipline specific 3D models into the consolidated 3D model, performing conflict analyses, compiling clash reports, and facilitating the coordination meetings.

Turner will make a license of NavisWorks (one per Subcontractor), a model review, and clash detection software available to all project participants. The Model Coordinator will assist the subcontractors in installing and using the software.

Due to the nature of the contract type, all costs associated with the NavisWorks licenses (\$100/month per user) will be handled by Turner. It will be the responsibility of each participating subcontractor to notify Turner when licenses are no longer required, such that costs can be stopped appropriately.

D. Requirements for 3D Models, Formats, and Model Structures

The files submitted to Turner have to be in a format that can be opened and displayed in NavisWorks. Turner can provide a temporary license for NavisWorks to test compliance with this requirement. Turner will require the files of the model in the native format of the design software as well as a version of that file as an NWC-File (NavisWorks Cache File) for the integration in NavisWorks. These two versions must represent the same design information.

The Structural Steel Detailer shall issue Models in formats mutually agreed upon with Turner. Turner Company anticipates that the Models may need to be issued in several formats depending on the capabilities of the steel software and the software used by other subcontractors on the project. At a minimum, the Models shall be made available in the following formats: CIS/2; IFC; SDNF; DGN; DWG; DXF. The origin of the Models shall be set at a mutually agreed location that is well established by relationship to grid lines and finish floor elevations. The Structural Steel Detailer shall append to the Base Coordination Model as reference objects available electronic architectural floor plans and reflected ceiling plans at their correct locations relative to the steel framing.



- Within 4 weeks of award, the Structural Steel Detailer shall prepare a model (the “Base Coordination Model”), commonly referred to as a “mill order” or “procurement model”, that includes all structural framing members in the sizes and locations shown or implied by the structural documents. The Structural Steel Detailer shall provide the Base Coordination Model to Turner, who will make it available to other subcontractors, as appropriate.
- Other subcontractors may use the Base Coordination Model and other models supplied by Turner as the basis for their detailing. It shall be responsibility of the subcontractor using the Base Coordination Model or any model supplied by Turner to verify the correctness of the model. It should be anticipated that the Base Coordination Model and any model issued by Turner will not include all modifications of the design and that the subcontractor using the model will need to interpret the suitability of the information contained therein.
- As the detailing of the steel is completed, the approved portions of the steel model shall be replaced in the Base Coordination Model, thereby creating an Interim Coordination Model. Subject to the completeness of design, coordination and construction and the availability of cost-effective technology, Turner Company will make the Interim Coordination Model available to appropriate subcontractors for their use in an electronic format for viewing and coordination.
- In addition to the submittal requirements outlined elsewhere in this manual, all subcontractors shall issue their shop drawings in an electronic format. This requirement applies whether the detailing is in a 2D or 3D environment. This electronic information may be made available to other subcontractors and incorporated into the Interim Coordination Model.
- The lead mechanical detailer shall be responsible for the coordination of the MEP trades. As the coordination of each floor or division of the project is completed, the lead mechanical detailer shall provide to Turner a 3D MEP Coordination Model showing the locations and size of all MEP elements including, but not limited to: piping; conduit; duct; cable tray; and equipment. Subject to the completeness of design, coordination and construction and the availability of cost-effective technology, Turner Company will make the Interim Coordination Model available to appropriate subcontractors for their use in an electronic format for viewing and coordination.

Subcontractors shall be required to show all of their respective equipment on their coordination 3D models, to clear all beams, columns and other construction, maintaining all required vertical and horizontal clearances, as specified. Equipment for each trade shall generally include, but not necessarily be limited to, the following items:

1. HVAC Sheetmetal - All HVAC equipment, ductwork, terminal boxes, fire & smoke dampers, registers, grilles diffusers, wall and floor penetrations, access panels, hangers and support systems and framing, etc. Include routing for all conduits, panels & equipment, etc., for the temperature control system. Note all items requiring access for maintenance.
2. HVAC Piping - All piping types, with insulation, piping materials, wall and floor penetrations, access panels, valves, equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.
3. Electrical - Routing of all individual power and lighting conduits larger than 1” (unless specific need identified), and all conduit racks, hangers & supports, cable trays, all electrical equipment, light fixtures, access panels, wall and floor penetrations, etc. Note all items requiring access for maintenance.
4. Plumbing - All plumbing piping types, with insulation, piping materials, wall and floor penetrations, access panels, valves, plumbing equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.

5. Fire Protection - All fire protection piping, wall and floor penetrations, access panels, valves, sprinkler heads, fire protection equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.
  6. Concrete (Steel Detailer): All cast-in-place concrete, including all penetrations and openings (Including Edge of Slab Angle/Detail) identified in the construction documents, will be modeled. Slab camber will not be modeled. Chamfers at corners will not be modeled. Reinforcing steel and imbeds will not be modeled. All primary and secondary structural steel members will be modeled. Gusset plates, bolts, clip angles, etc. will not be modeled. Metal, wood and concrete decks will be modeled as the overall thickness of the slab; ribs in decks will not be modeled. Edges of all slabs and penetrations of structural systems will be accurately located in the model.
  7. Architectural (by Mechanical detailer) - All exterior walls, doors, windows, steps, railings and roofs will be modeled. All interior walls, including non-rated walls separating rooms, will be modeled. Risers and sloped floors will be modeled. Interior doors and windows will be modeled to the extent that the walls that they are associated with are included in the model. All interior ceilings, stairs, and railings will be modeled. Walls will be modeled as the overall thickness of the wall. Studs and individual layers of drywall will not be modeled. Doors, window leaves, and frames will be modeled. Door and window hardware will not be modeled. The overall extent of stairs and loading docks will be modeled; intermediate railing members will not be modeled. Elevator shaft clear space will be modeled as to the clear width, depth and height only; elevator cabs, equipment, etc. will not be modeled. Carpet, paint, wall coverings, tile, wall base and trim carpentry will not be modeled. .
  8. General Note: Access spaces required by code and for maintenance should be represented as objects in a model. The objects representing access spaces should be on separate layers for each system.
  9. General Note: For equipment being furnished by Turner Logistics, the subcontractor responsible to install the equipment shall create 3D representations of the equipment within their respective 3D models.
- G. Coordination Sequence  
Within seven (7) calendar days of notification of contract award, Turner will hold a preliminary BIM coordination meeting. Each subcontractor must be represented by their Project Manager, and the people who will be directly responsible for the coordination of their respective trade(s). Turner's Virtual Design and Construction support personnel will be in attendance to provide assistance in obtaining the required license for NavisWorks, demonstration of uploading and downloading individual models, demonstration on the clash detection software within NavisWorks and its utilization for the project, answer any questions or concerns regarding all aspects of the 3D modeling process, and make recommendations as needed. The design validation review cycle will be based strictly upon the demand requirements of the project,
- H. Additional Provisions  
Upon completion of each coordinated area, each subcontractor participating in the coordination process will provide a copy of their 2-D drawing (the drawing that will be used for installation in the field) for sign off by all participants, including the design team. After all participants have signed off, each subcontractor will provide an additional four (4) copies for Turner, the owner and the design team.
- I. Model Management
1. Equipment and shop drawing submittals shall be provided as 3D models.
  2. Update/Maintenance of Electronic Data/3D Model throughout construction to include but not limited to:
    - i. Incorporation of RFI's (within 5 business days of response from Architect, Engineer or Turner Construction Company)
    - ii. Incorporation of ASI's, CCD's, etc. (within 5 business days of response from Architect, Engineer or Turner Construction Company)

- iii. Submittal comments and revisions on approved shop drawings. (within 5 business days of response from Architect, Engineer or Turner Construction Company)
- iv. As Build field modifications. (within 5 business days of work in place)
- v. Subcontractor to provide Contractor with an updated model on a weekly or more often per project requirements basis throughout the installation of the Work.

J. Ownership of the Model

Turner is the owner of the consolidated model. Turner will make the consolidated model available to all project participants to facilitate collaboration and coordination. Subcontractors and designers make their models available to Turner and grant Turner unrestricted use of the model including selling the model to 3<sup>rd</sup> parties for their unrestricted use. Turner is not required to mention the provider of the model if the model is published or distributed in any way.

10. SITE LOGISTICS

(Reference attached SITE LOGISTICS PLAN dated 9/30/09, 4 Pages)

The Site Logistics Plan provided in the Procedures Manual is preliminary and subject to change as progress of the work requires. Primary access to the site must be via Dearborn Street, approaching from the South. The main entrance to the site is located at the corner of Dearborn and Walton. To exit the site: Dearborn Street must be used in the Northerly direction, followed by Oak Street in the Western direction.

The students from the old Ogden School were displaced to 2 other schools west of this site. The children will be shuttled back and forth 2 times a day from the corner on Walton Street and Clark. The morning will occur 7:00am - 8:30am and the afternoon will occur from 3:00 -4:15pm. The community asked that all construction traffic stay clear of this intersect during these times.

All Interstate deliveries must come off Ohio north and Division when exiting.

Movement of all vehicles and equipment into and on the site including unloading, shall be subject to the control of Turner and follow traffic patterns established by Turner and must comply with local jurisdiction requirements. Individual Subcontractors shall be responsible for observing established traffic regulations and for providing flagmen, as required, to prevent disruption to general traffic by his vehicles, equipment or operations. This Subcontractor is also responsible for cleaning daily all debris from streets or public areas (street sweeping if necessary) resulting from its operations.

Turner's field office telephones, copier, fax machine, stationery supplies, rest room facilities, office compound, etc., are strictly for Turner's use. All Subcontractors are to make arrangements for their own needs.

Location and construction details of Subcontractor shanties and offices shall be subject to approval of the Owner and Turner's Project Superintendent and shall contain adequate fire protection. Any office shanties located on site shall be located at Turner's direction and all costs for construction and removal, utility hook-ups, phones, power consumption, permits, etc., shall be borne by the Subcontractor. Relocation of shanties to allow for job progress will be required as directed by Turner's Project Superintendent. Temporary offices must be equipped with a fire extinguisher, appropriate first aid kit, and 50-gallon trash receptacle as acceptable to Turner and shall conform to applicable codes.

Subcontractor shall not place any signs on the property, either temporary or permanent.

It is each Subcontractor's responsibility to remove snow and ice from their equipment, material and area of work. Each Subcontractor must maintain safe access to their work. No salt or deicer containing chloride is to be use on concrete surfaces.

Temporary access roads will be provided and maintained by the excavation contractor until a permanent road system can be utilized. If a Subcontractor removes or damages the access roads, it is that Subcontractor's responsibility to repair or replace. Each Subcontractor requiring additional roads/access will install and remove them at their own expense.

If your work requires a shutdown or tie-in to any utilities or rerouting of vehicular or pedestrian traffic, then a preplanning meeting must be scheduled with TCCo and take place at minimum of four weeks prior to activity. Additionally, any reconfiguration of the site fence, flag people, barricades, signage, etc. required to facilitate this work is the responsibility of the Contractor requiring the change

### **Equipment**

Turner shall approve location of Subcontractor's items of plant and tools such as hoist, mixers, cutters, etc. in advance.

Any Contractor who disturbs the site fence is responsible for returning it to original or better than original condition. The site fence cannot be moved without prior permission from TCCo.

The Subcontractor shall schedule with Turner 48 hours in advance, for the use of cranes, pumps, etc., and shall coordinate the work with other operations. The Subcontractor shall coordinate and schedule deliveries of materials and equipment to meet Turner's requirements. The Subcontractor is responsible for the hoisting of materials and/or equipment.

If the Subcontractor requires a crane, pumps, etc., to be located in the public streets or sidewalks, he shall be responsible for the securing of and cost of any permits, police details, etc., that might be required by the agency having jurisdiction. Turner must grant written approval prior to any equipment set-up or road blockage/excavation even though City approval might have been granted.

Contractor shall remove equipment and excess material upon completion of operation the equipment and material were used for.

### **Storage**

On site storage is extremely limited and subcontractors should include off-site storage expenses as required. Storage of material and equipment at the site shall be permitted only to the extent approved in advance by Turner, and if anything so stored obstructs the progress of any portion of work, it shall be promptly removed or relocated by the Subcontractor without reimbursement. If not removed or relocated within 24 hours, Turner will do so with its own forces and backcharge the responsible Subcontractor.

Subcontractors materials and equipment stored on site and within the building must be kept on carts or on cribbing so as not to expose the materials to ponding water, mud, dirt and debris and so that they can be easily moved. If Turner determines that a Subcontractor's stored material is impacting the progress of work that Subcontractor will be required to move their material at their own expense. Materials cannot be stored on site for more than **one week** before installation without Turner approval.

No storage facilities or watchmen will be provided by the Owner or Turner. Contractors are responsible for the protection, storage and security of their own materials and equipment. Neither Turner nor The Owner will accept liability for the loss of Subcontractors' tools, equipment, material, etc.

Weigh or tie down all materials subject to high winds at all times.



### **Deliveries**

The Subcontractor shall coordinate and schedule deliveries of his materials and equipment with Turner Superintendent no less than 72 hours (3 days) prior to arrival at jobsite. Subcontractor shall be responsible for receiving, distributing, storing, maintenance, care and insurance, or any loss or damage to all equipment or materials stored, regardless of location and cause. Turner will **NOT** sign for or accept any deliveries.

When others provide materials or equipment for Subcontractor installation, the Subcontractor shall receive, unload, store, protect and install provided material or equipment in "new" condition. The receiving Subcontractor shall note all shortages, damages and irregularities on the original delivery receipt. Subcontractors will be held responsible for all shortages not documented at delivery.

Subcontractors shall provide a flag-person or traffic control as required by the Local Municipality, City, and County to maintain safety at all streets, highways, and pedestrian ways.

### **Hoisting**

No general provisions for hoisting will be provided. Each Subcontractor will be responsible for its own hoisting requirements for both materials and personnel.

## **11. OFFSITE SUBCONTRACTOR PARKING**

Construction parking is the Subcontractor's responsibility. No onsite parking will be available. The City of Chicago will strictly enforce all parking regulations, including immediate ticketing and / or towing for violators.

## **12. SITE HOURS**

Jobsite normal work hours are 8:00 a.m. to 4:30 p.m, Monday through Friday. Deliveries or start up of any machines cannot begin before 8:00 am. Any Subcontractor working beyond the regularly established working hours, Monday through Friday, shall notify Turner of desired overtime work in sufficient time so Turner can make arrangements to provide supplemental services, personnel or inspections. The Subcontractor shall also bear the costs for any Turner Construction personnel required to be on site for the overtime period. It should be noted that the City of Chicago has very strict guidelines regarding noise and hours of construction, and that any fines assessed relative to violations of said guidelines will be backcharged to the responsible Subcontractor at a rate of 3 times the actual fine.

Unless overtime work is done solely at the request of the Owner or Turner, the cost of any and ALL overtime work or pay is considered to be included in the contract, and shall be borne by the Contractor.

Should written instructions be given by the Owner or the Turner to work overtime so as to complete any portion of the work in advance of the contract completion date, the Owner will pay only the amount by which the hourly overtime rate exceeds the regular hourly rate for such work. This includes any additional insurance costs and ALL additional Federal and State taxes. The Contractor shall make no charge for overhead expense, profit, general conditions, rental of equipment or use of tools in connection with overtime work.

## **13. SCAFFOLDING/STAIRS/LADDERS/LIFTS**

Each Subcontractor shall provide and maintain any scaffolding, stairs, ladders or lifts required in connection with his own work. Temporary hoisting will not be provided. All of the above shall conform to the rules and regulations of all authorities having jurisdiction (including the Project Safety Program). No Subcontractor or his employees may use another Subcontractor's scaffolds, ladders, lifts, or hoists without written releases and authorization by the lending Subcontractor.

All Subcontractors performing work from scaffolding must have a competent person on the job as required and erect scaffolds per OSHA regulations.

Appropriate leave-outs in the exterior wall will be established to move materials in and out of the building.

#### 14. **TESTING/INSPECTIONS**

Cooperation with testing agencies is required. Allow sufficient time to take tests and conduct inspections. Twenty-four (24) hour notice will be the minimum standard in notifying Turner and Testing Agency of required services. The Owner will provide for those testing services indicated in the specifications as Owner provided.

Inspections may be required by the Local Fire Marshall. Seventy-two (72) hour notice will be the minimum standard in notifying the Inspecting Agencies and Turner that work is ready for inspection. Comply with all requirements and requests of the Fire Marshall.

Contractors with elevator pit/shaft/machine room scope failing to complete their associated work in time for the elevator inspection will be responsible for charges resulting in return/additional inspections.

#### 15. **QUALITY ASSURANCE/QUALITY CONTROL**

Each Subcontractor is to provide a quality control system, and perform control measures that ensure that the Subcontractor's work conforms to the contract requirements. Subcontractor shall submit quality control program for all manufacturers, vendors, and subcontractors prior to the start of any field fabrication.

It is understood that the Work of this subcontract is to be performed in compliance with all local codes and current and applicable standards as referenced by the Contract Documents. Each Subcontractor is to provide all testing required by the Contract Documents and Code requirements that will not be performed by the Owner's Independent Testing Laboratory. For all testing not completed by this subcontractor, provide complete cooperation with all Owner's Independent Testing Laboratories and agencies.

Each Subcontractor is to replace, or if approved by the Architect, repair any defective work caused by this subcontractor and repeat tests as necessary until all work is proven satisfactory at no additional cost.

#### 16. **FIELD VERIFICATION / MEASUREMENT**

Provide all required field verification and measurement prior to fabrication of materials. Turner will not provide guaranteed openings or dimensions of the built work. Concrete and Steel Subcontractor will provide control axis lines and benchmarks through the building as the work progresses. The Subcontractor shall lay out its own work from these references and shall be responsible for damage or loss due to incorrect layout. Immediately report any discrepancy found in control lines and benchmarks to Turner for verification and disposition.

#### 17. **SUBCONTRACTOR'S RESPONSIBILITY TO MAKE NOTIFICATION**

Considering the Subcontractor's skills, general state of the art, and knowledge of his specialty, it shall be his responsibility upon discovery to immediately notify Turner and the Architect in writing, of errors, omissions, discrepancies, and noncompliance with applicable codes and regulations within the documents or any work which will not fit or properly function if installed as indicated in the contract documents. This item is in no way intended to relieve the Architects and/or Engineers of their design responsibility. The subcontractor shall also allow sufficient time to inspect and accept the work of the previous subcontractors. Should any discrepancies be discovered, Turner shall be notified sufficiently in advance so that corrective action can be

accomplished without affecting the progress of any Subcontractor. Once installation has begun, it is understood the subcontractor has accepted the condition of the existing surface.

**18. PROTECTION OF FINISHED WORK AND EXISTING UTILITIES**

Each Subcontractor is responsible for protection of existing and new finished work until final acceptance. Any work or materials damaged by the Subcontractor's failure to provide proper protection shall be removed and replaced with new work at the Subcontractor's expense at no additional cost to Turner.

Any Subcontractor that works on a roof will provide protection to prevent damage to the roof. Any Subcontractor that damages a roof will be responsible for repairing the damage, in compliance with the roof warranty established, to the satisfaction of the Architect, and Owner.

Each Subcontractor shall be responsible for the repair of any damage to existing utilities, utility structures, and adjacent property that are damaged by his operations. In addition, each Contractor will be responsible for restoring any existing conditions disturbed by their work to original or better than original conditions.

If, at any time, the safety of any existing or new construction, utilities, etc., shall appear to be endangered, Subcontractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures, utilities, etc.

**19. EXCAVATION**

All Subcontractors performing excavation work are responsible for calling "DIGGER" (or the appropriate utility location service) and Utilities to locate all utilities prior to starting work. Dig numbers are to be provided to Turner Construction Company.

All Subcontractors that excavate are responsible to coordinate with the Testing Agency to ensure soils meet specifications. Any unsuitable soil encountered must be removed and replace accordingly.

All Contractors performing any excavations must have a competent person on the job as required by OSHA regulations.

**20. STORM WATER POLLUTION PREVENTION**

All Contractors must comply with the IEPA Storm Water Pollution Prevention Plan requirements as it applies to their operations, including but not limited to, excavations, erosion, water pumping, vehicle access, vehicle traffic, material storage and delivery. Trades/scopes that are referenced must cooperate with completing any required submittals and provide a signed copy of the document. All reporting requirements must be met and will be required as indicated in the Plan.

Any Contractor who disturbs the site fence and/or erosion control is responsible for returning it to original or better than original condition. The site fence and/or erosion control cannot be moved without prior permission from Construction Manager.

**21. RUBBISH REMOVAL AND CLEAN-UP**

It is the responsibility of each Subcontractor to maintain a clean and safe jobsite. Each Subcontractor will be responsible for the clean-up and removal of debris created through their work and to be disposed in dumpsters furnished by Turner. Each Subcontractor must broom sweep their work area at the end of each day. Burning of debris will not be permitted.

Turner will stage containers on the site for the purposes of collecting recyclable materials. It will be the Subcontractor's responsibility to legally dispose of, offsite, all hazardous materials and

other materials that are not normally handled by the rubbish company such as paints, solvents, oil, etc.

If, in the opinion of Turner, the job is not being maintained in a clean and safe condition, Turner will have the condition corrected and backcharge the responsible Subcontractor.

Turner will provide for snow removal for temporary roads and parking areas only. It will be each Subcontractor's responsibility to remove snow and ice from his equipment, material, from his area of work, and safe access to his work area.

Subcontractors must legally dispose of steel drums, paint containers, oil drums, oil, paint or other hazardous fluids or materials at their own expense and shall not be disposed of in the dumpsters provided by Turner. Violators shall be prosecuted. Likewise, no landscape waste may be disposed of in the dumpsters.

As it relates to each Subcontractor's work including access to and from the site, deliveries, materials, equipment, packaging, and all operations related to their work, each Subcontractor must maintain the streets adjacent to the site in a clean and safe condition (this includes street sweeping by machine and hand if necessary). Street cleaning and/or sweeping is required for your work any time entering or exiting the site. Wheel cleaning before exiting the site will be required.

Subcontractor will include a "clean up" line item on their schedule of values for Turner's approval.

Upon completion of his work, each Subcontractor shall remove all marks, stains, smudges, etc., regardless of origin, including removal of all manufacturing and shipping labels and tags.

Final cleaning of the project will commence on or before the date of Substantial Completion. Subcontractors who dirty the project after this date will be responsible for all cleaning costs associated with their work.

**22. DAMAGE TO SPRAY-ON FIREPROOFING**

The Subcontractor will take care not to damage spray-on fireproofing during the installation of his work. The cost of any patching of spray-on fireproofing due to excessive removal by a Subcontractor will be backcharged to the Subcontractor plus a 15% mark-up.

**23. CUTTING AND PATCHING**

Each Subcontractor shall be responsible for all cutting which may be required in connection with the work. If the Subcontractor's work was not coordinated and installed at the appropriate time, the Subcontractor's will be responsible for the cost associated with patching. No cutting should be performed without prior approval from Turner.

Any openings that are required for a Subcontractor's work and are not shown on the plans are the responsibility of the subcontractor requiring the opening.

Cutting of existing walls, structures, floors, etc. is the responsibility for the individual Subcontractor requiring or causing the need for the work.

**24. CONTROL LINES AND GRADE**

Subcontractor is responsible for performing all layout for their own work, extending lines and grades, and is fully responsible for any damage due to incorrect extension or layout. Turner will provide 6 control lines and 3 benchmarks on each level of the building. The Concrete Subcontractor will include (using a professional surveyor) offset control lines for building perimeter, column lines, and setbacks as may be required for building trades to complete their work (Building Trades will be responsible for their own line and grade but will be working from

control established by the Concrete Contractor). The Concrete Subcontractor shall also install 4' AFF benchmarks (assume 6 benchmarks per level).

Layout and elevations must be based on control lines and benchmarks, not top of slab or edge of slab, center of columns, etc.

**25. PUMPING**

Subcontractor shall provide casual dewatering for their own work. No direct pumping into the sewer systems will be allowed. All pumping for dewatering is to be performed by pumping (using a 3" pump) into a settling basin system provided by the Subcontractor and approved by Turner and any other agency having jurisdiction.

**26. SUPERINTENDENT COMMUNICATION**

Subcontractor shall furnish cell phones to their Foremen and Superintendents. A list of subcontractors Foremen' and Superintendents' cell phone information is to be furnished to Turner's Superintendent upon mobilization.

**27. UTILITY SHUTDOWN**

If the work requires a shutdown or tie-in to any utilities or rerouting of vehicular or pedestrian traffic, then a preplanning meeting must be scheduled with the Construction Manager and take place at minimum of three (3) weeks prior to activity. Additionally, any reconfiguration of the site fence, flag people, barricades, signage, etc. required to facilitate this work is the responsibility of the Contractor requiring the change.

Each Subcontractor shall be responsible for arranging for and conducting DIGGER dig meetings and locates prior to commencing and excavation or earth disturbance that could damage buried underground utilities. Call DIGGER at 312-744-7000 (48 hours notification required before digging).

**28. EXISTING BUILDINGS / STRUCTURES / UNDERGROUND UTILITIES**

All Subcontractors will take care to not disturb or damage the existing buildings, structures or underground utilities surrounding the project site. Each Subcontractor will be responsible to properly locate and protect these items when working nearby. These methods would include, but are not limited to: plywood protection, sheeting, dust protection, overhead protection and temporary feeds for interrupted utilities. (See "Utility Shut-Downs" section for more information pertaining to Utilities)

**29. MOISTURE CONTROL PLAN**

Subcontractors shall comply with all terms of the Ogden Replacement Elementary School Moisture Control Plan (Attached: Moisture Control Plan, ## Pages TBD).

Notify Turner of any water damage within the building. DO NOT remove and replace water damaged materials until approved by Turner.

**30. SAFETY**

Subcontractors shall comply with all terms of the Ogden Replacement Elementary School Safety Plan. (See attachments: Turner Site Specific Safety Plan, 38 Pages; Subcontractor Safety Performance Requirements, 25 Pages; Preliminary Project Safety Orientation, 3 Pages; PBC Safety Requirements for Visitors, 1 Page)

**31. HAZARDOUS MATERIAL SPILLS**

All chemical and fuel spills on the Project, including accidental spills, must be reported to Turner Construction immediately. Any spill of hazardous substances equal to or above the reportable quantities listed in EPA Regulations 40 CFR Part 302.4 should be considered a major spill and are subject to the EPA reporting requirements. Minor petroleum spills of gasoline or diesel fuel will require reporting to Turner Construction. The Subcontractor causing the spill will be required to pay for all involved costs and/or EPA fines as a result of the spill. Subcontractors will not be allowed to drain motor oil, hydraulic fluid, gasoline, diesel fuel, or other hazardous chemicals directly onto the ground. All such discharges shall be cleaned up and legally disposed by the Subcontractor at their expense.

**32. DRUGS, ALCOHOL, OR FIREARMS**

No drugs, alcohol, or firearms will be allowed on the jobsite. Individuals caught with drugs, alcohol, or firearms on the jobsite will be removed from the jobsite and not allowed to return.

**33. DAILY CONSTRUCTION REPORTS**

The Subcontractor's Foreperson shall be required to submit a Daily Work Report to Turner by the end of each workday, on a form acceptable to Turner. Electronic forms will be provided under separate cover. Subcontractor shall furnish to Turner in a timely fashion all other information necessary for the preparation and submission of reports required by the General Contract and Owner. Daily Construction Reports should include, at a minimum, the following:

- A. The number of workers working at the site, broken down to indicated classification, i.e. foreman, journeymen, apprentices, etc., including sub-tier contractors and a count of minority and female employees.
- B. A brief description of where and what work is being performed including quantities of materials placed, i.e. yards of concrete poured, steel tonnage, and number of pieces of steel in place, list of major equipment.

**34. TEMPORARY FACILITIES**

Unless stated otherwise herein, Turner will provide the following services for the Subcontractor at the jobsite:

- A. Temporary toilet facilities.
- B. Electrical power in the building for the use of the Subcontractors for all general lighting and the operation of small tools. It shall be the Subcontractor's responsibility to provide extension cords and/or wiring from central distribution points. Power for welding equipment is not provided. Hook up for power for all equipment is the responsibility of the Subcontractor. All temporary receptacles shall be GFCI protected. Contractors using the existing building wiring system shall utilize portable GFCIs.
- C. General lighting during working hours to maintain minimum foot-candle coverage required by OSHA. Subcontractors requiring additional lighting shall provide or pay for all local lighting as may be required to perform its work. Subcontractors shall provide temporary light and power consumption charges for its temporary buildings and facilities.
- D. Furnishing, placing and maintaining lights, barricades, fences and protection, necessary for safety. The Subcontractor shall notify Turner 24 hours in advance prior to removing any safety installation. Any Subcontractor damaging or removing any safety or protective work at any time shall be responsible for the immediate restoration of the safety or protective work to insure continuous compliance with all applicable safety regulations.
- E. Any and all temporary heat and winter weather protection required to complete the scope of work and maintain project schedule requirements are to be included with each base

bid as outlined in the trade packages. Temporary gas and power will not be available until June 2010. Costs for temporary power and equipment and /or propane to date are the responsibility of the respective subcontractor.

- F. Water for construction. Subcontractor shall provide containers for drinking water and ice for its employees.
- G. Temporary power will be provided by the Electrical Contractor and follow the concrete & Steel deck operations. Costs for temporary power equipment and fuel prior to this sequence are the responsibility of the respective Contractors. Consumption charges for reasonable construction use of the temporary power provided by the Electrical Contractor will be paid for direct by the Owner.

**35. TEMPORARY ELECTRIC**

Temporary Electrical for construction will be provided and maintained by the Electrical Subcontractor as follows:  
TBD

**36. TEMPORARY PLUMBING**

Temporary Plumbing for construction will be provided and maintained by the Plumbing Subcontractor and includes the following.  
TBD

**37. TEMPORARY HVAC**

Temporary HVAC for construction will be provided and maintained by the HVAC Subcontractor and includes the following.  
TBD

**38. TEMPORARY FIRE PROTECTION**

Temporary Fire Protection for construction will be provided and maintained by the Fire Protection Subcontractor and includes the following.  
TBD

**39. REQUEST FOR INFORMATION**

Instances will occur when an ambiguity of detail makes it necessary for you to request the Architect or Engineer to interpret a specific area of the plans. The contract documents should be carefully reviewed first to assure the interpretation or clarification is not already noted.

It is required that each Subcontractor purchase a monthly license (\$50/month/user) to the TurnerTalk project management system. Contact Project Engineer Adam Dell (adell@tcco.com) in order to activate this license. During bidding, RFIs must be submitted via email in a PDF template provided by Turner (See attached RFI Form, 1 Page).

Should it still be necessary to request a clarification, a written request is to be forwarded to Turner's Project Engineer (via TurnerTalk or PDF template). If the response from the Architect or Engineer involves a change in the scope of your work, it is your responsibility to identify this change to Turner's Project Engineer. Under no circumstances are you to perform work that increases or decreases the scope of your contract without prior written directive. Any work performed without written directive is done at the Subcontractor's risk.

Attached is a blank RFI Form for your use during bidding. Be sure to reference the appropriate specification section or drawing detail in the space provided. Please DO NOT fill in the RFI number. This number is Turner's control number that will be logged with all other RFI's.

All RFIs will be available on the Cushing website for review. The project team will make a good faith attempt to notify the appropriate subcontractors affected by the RFIs, however the subcontractor is responsible for checking the RFI's as they are posted to the folders to ensure that their work is not affected.

#### 40. SHOP DRAWINGS, SUBMITTALS, AND AS-BUILTS

The Subcontractor shall provide submittals in accordance with the project specifications. Subcontractor will provide all critical submittals and shop drawings as required within two (2) weeks of the contract award date.

If a modification to an approved submittal is made or required for any reason, the Subcontractor creating or requiring the modification shall be responsible for generating revised coordination drawings showing the modification. The revised drawings shall show the revised layout of all equipment indicating required clearances, connection points, wiring changes and the rerouting of piping, ductwork and conduit. The Subcontractor making the modification shall be responsible for all costs incurred by other Subcontractors to make the required modifications.

Whenever a piece of equipment is to be supplied by one Subcontractor, but various connections to the equipment are to be made by other Subcontractors, the Subcontractor supplying the equipment shall consult and coordinate with the other Subcontractors before ordering the equipment.

It is very important that each and every item noted in the specifications pertaining to your trade are submitted. In addition, all submittals for a particular trade or specification should be submitted at one time in bulk. Partial or incomplete submittals may be returned without review, thereby delaying the approval process.

**Substitutions** - Requests for substitutions will only be considered when submitted along with original bid. Request for substitutions will **not** be considered after bid day.

**Mock-ups** - See specifications for all mock-ups that are required. Coordinate with all associated Subcontractors for construction of mock-ups. Coordinate locations of mock-ups with Turner.

#### **Identification and Submittal Process**

For identification, all submittals shall be accompanied by a letter of transmittal and each shop drawing, sample, brochure, etc., submitted for the Architect's review must bear the following identification on the item itself:

**Project:** Ogden Replacement Elementary School Building  
**Architect:** Nagle, Hartray, Danker, Kagon, McKay, Penney  
**General Contractor:** Turner Construction Company  
**Subcontractor:** *(filled in by Subcontractor)*  
**Specification Reference:** *(filled in by Subcontractor)*  
**Submittal Description:** *(filled in by Subcontractor)*

All submittals must be sent to:  
Adam Dell, Project Engineer (Trades)  
Turner Construction Company  
adell@tcco.com

The job will attempt to complete review of all submittals electronically. Electronic submittals will



be required to be uploaded to the Cushing website per the steps below.

A. Shop Drawings

1. Include the Architect's and the Engineer's Submittal Stamp in the title block of each drawing. Leave adequate room for Turner Construction to insert a custom Submittal Stamp.
2. Post an electronic copy of all shop drawings in Adobe® Portable Document Format (PDF) to the folder marked "Subcontractor Upload" on the Cushing website.
3. Submittals will be returned electronically. Hard copies will be available from the project printer, BHFx.

B. Product Data (8½" x 11")

1. Include the Architect's and the Engineer's Submittal Stamp in the title block of each drawing. Leave adequate room for Turner Construction to insert a custom Submittal Stamp.
2. Post an electronic copy of all product data in Adobe® Portable Document Format (PDF) to the folder marked "Subcontractor Upload" on the Cushing website.
3. Catalog cuts must include all boxes checked and arrows as required identifying the exact model number, and notes for clarification as required.
4. Submittals will be returned electronically.

C. Samples and Color Charts (8½" x 11")

1. Deliver at least six (6) of each chart or sample to Turner Construction's Office.
2. Only one of these samples will be returned to the subcontractor.
3. If the subcontractor needs more than one sample returned the subcontractor should provide more original samples.

The "Submittal Number" item will be assigned and filled in by Turner Construction after receipt of the submittal. The Subcontractor shall complete all other items. Any item not labeled per the above will be returned to the Subcontractor for labeling with no schedule extension. The Subcontractor shall bubble or highlight all revisions to indicate changes from the previous submittal. If all changes are not bubbled, the submittal will not be reviewed. Note that approval of a submittal is not to be interpreted as approval of a change in the contract price or recognition of a claim for a change in contract price. The Subcontractor shall notify Turner in writing within three (3) days of any Submittal response comments that may affect the contract price or time of completion.

All submittals will be available on the Cushing website for review. The project team will make a good faith attempt to notify the appropriate subcontractors affected by the submittals, however the subcontractor is responsible for checking the submittals as they are posted to the folders to ensure that their work is not affected.

The above are general instructions. Instructions pertaining to specific items in the specification take precedence over these general instructions. You should allow a minimum of twenty (20) working days for the review of submittals. Large submittal packages may take longer.

**41. CLOSEOUT**

**"As-Built" Record Drawings** - As-built drawings are an important part of this project and will be carefully monitored by Turner and the Owner. There will be one set of "As-Built" drawings kept in Turner's jobsite office, which must be updated monthly and signed off by Turner. Up-to-date as-built Documents are a requirement for receiving monthly progress payments. All As-Built drawings shall be completed on CADD files (AutoCad 2007). Subcontractor shall furnish six (6) sets of plans and CDs at substantial completion.

**Attic Stock** - Provide all attic stock and Operation and Maintenance Manuals in a timely manner and as required by the Contract Documents.

**Training** - All training shall be recorded by the Subcontractor responsible for training. Subcontractor shall provide six (6) copies on a labeled DVD at time of substantial completion.

**O&M Manuals** - Provide Operations and Maintenance Manuals in accordance with the specifications.

**Warranty** - Subcontractor to provide a minimum one (1) year warranty for all work completed. Should this contradict the Specifications, the more stringent warranty clause shall govern. Warranty period to start at Substantial Completion. Subcontractor to provide an extended warranty for any equipment used prior to Substantial Completion.

#### 42. **SUBSTANTIAL COMPLETION AND PUNCHLIST**

Substantial Completion occurs when The Owner accepts the certification of the Architect/Engineer that construction is sufficiently complete in accordance with the contract documents. This is so that the project or a designated portion thereof may be occupied or utilized for the use for which it is intended.

Builder's risk insurance shall be in force by the Owner until the entire project is substantially complete.

##### **SUBSTANTIAL COMPLETION INSPECTION**

- A. The substantial inspection date will be scheduled by TCCo with the A/E and Owner when the project appears to be substantially complete.
- B. TCCo will prepare a preliminary punch list prior to the scheduled inspection. The final punch list will be developed from the preliminary list submitted by TCCo and items added by the A/E and Owner.
- C. After the inspection:
  1. TCCo will document the punchlist, distribute to all Subcontractors and discuss the punch list items to identify any discrepancies or sequencing issues.
  2. As sequencing and specific trade completion dates allow, informal punchlisting prior to the project substantial completion date will be implemented to expedite punchlist completion (examples include structure, roofing, site improvements, and exterior wall components).
  3. Subcontractors will have 3-days to review the punchlists as they are issued to review and state any objections.
  4. Punchlist work is to be completed promptly and within 30-days of issuance. Punchlist work affecting other Trades or requiring other Trades to perform additional work resulting from another Trade's punchlist will be the responsibility of Trade causing the impact by punchlist. (i.e. poor drywall tape quality repairs requiring paint touch-up, the cost for the paint touch-up will be the responsibility of the Drywall Subcontractor).
  5. Any punchlist or warranty work that is required beyond Owner occupancy that cannot be performed on regular work-hours/days, must be performed off-hours and around the Owner's operations at the expense of the Subcontractor responsible for the punchlist/warranty work.
  6. Subcontractors are required to review, inspect, and certify their own punchlist completion prior to requesting TCCo for inspection. Failure to cooperate with this procedure will subject Subcontractors to backcharges for multiple punchlist reviews and inspections.
  7. Punchlist sign-offs are subject to approval from TCCo, the A/E, and the Owner.

#### 43. **INDOOR AIR QUALITY PLAN**

Turner Construction Company and the project team are committed to achieving LEED "Silver" certification for the Ogden Replacement Elementary School project. One critical component of the LEED requirements is to administer an Indoor Air Quality plan during construction activities.

The attached Indoor Air Quality Plan will be implemented on the project. All contractors are expected to adhere to the requirements of the plan. (Attached Indoor Air Quality Plan and Checklist, 5 Pages)

#### 44. **CHANGES**

(See attached Sample Wage Rate Sheet, 1 Page, and Formula For Changes, 1 Page)

For any change in the Scope of Work, Subcontractor shall submit a Change Order Request (COR).

1. The Change Order Request shall include the cost to perform the proposed change and any change in time required to perform the Work. In addition, the Subcontractor shall submit all back-up documentation to support the change order costs (i.e., estimates, invoices, signed tickets, etc.). All Change Order Requests shall include a detailed breakdown of material, labor (hours and rates) and overhead and profit.
2. Change Order Requests shall be submitted to Turner's on-site office. Each request shall state which documentation (e.g., Bulletin, RFI response, Proposal Request, etc.) issued by the Architect or Turner is being priced. Proposal Requests, when issued, are to be estimated and the quote returned to the Turner within ten (10) working days.
3. Change Order Requests should include Mark-up allowed for overhead and profit on changes per attached Ogden Replacement Elementary School Formula for Changes.
4. The Change Order Requests should include the schedule impact of the change, if any.

Failure by the Subcontractor to provide Turner a written proposal for the change within the response time shall indicate the Subcontractor's confirmation that the change has no cost or schedule impact on the work and shall release Turner from any and all claims for additional cost and time of completion related to this change.

#### 45. **EXTRA WORK DAILY TIME TICKETS**

When necessary, you may be directed to make certain changes in the field by authorized Turner Construction Company personnel. All field changes must be covered by a valid Instructions to Subcontractor (IS) form outlining the work change involved, the basis for computing the change in work, and the Potential Change Order (PCO) used to track associated costs. This form will be issued with the signature of the Turner Project Superintendent, and all resulting field tickets signed by the authorized Turner representative shall be clearly identified as chargeable against the particular IS number.

In order to avoid future complications, daily time tickets must be submitted for Turner's Superintendent's review and signature. Tickets must be numbered sequentially and are to list the names of the workmen and the hours spent performing the work, and also the material used. The time tickets are to be signed daily. In addition, backup must be provided for tool and material costs incurred during the completion of the extra work.

No ticket will be recognized without the signature of a duly authorized Turner Superintendent. All work done without written authorization will not be considered as extra work.

Once all work associated with a single I.S. is complete, the subcontractor will submit a change order request to Turner along with all backup (including signed tickets). If approved, Turner will issue a change order to the contractor, at which time a subcontractor may bill for this work as part of their monthly pay application. **No billing against an IS or invoice will be allowed. A change**

order on the monthly pay application is the only means to submit for payment for additional work.

*Please provide your foreman with a copy of these instructions.*

**46. CLAIMS**

Notice of claim for additional compensation for additional work, for delay costs, or for construction or services claimed to be outside the scope of this Agreement shall be given before the Subcontractor begins performance of the construction or services in question. Notice of any such claim shall be given within five days after the Subcontractor has knowledge of the such circumstances giving rise to the claim, unless additional time is permitted by Turner Construction in writing. Failure by the Subcontractor to give notice of a claim within the time specified shall constitute a waiver by the Subcontractor of such claim. As promptly as possible after a notice of claim has been given, the Subcontractor shall submit a detailed proposal to Turner.

**47. PERMITS**

The general building permit will be paid for by the Owner.

Obtain and pay for any specific permits, bonds, licenses or fees required for your work. Verify requirements with the Local Building Department having Jurisdiction, Local Fire Marshall, and County prior to Bid Time.

**48. TAXES**

The project is a tax exempt project for materials incorporated into the project. The Tax ID # is E9978-1506-05.

**49. BONDING**

In the event Turner requires Subcontractor to provide performance and payment bonds in accordance with Article XXIV of the Agreement, such bonds will be executed on Turner's standard forms. Subcontractor agrees to cooperate with Turner in obtaining a Bond Authenticity completed by the surety within 30 days of the receipt of the Bonds. The delivery of this document after 30 days of its request will delay progress payments.

Review attached Proof of Ability to Provide a Bond (3 Pages) for example of PBC bonding form.

**50. SEXUAL HARASSMENT**

Any Subcontractors' workers who demonstrate abusive or unruly behavior will be promptly dismissed and removed from the jobsite. The Subcontractors' supervisory personnel or project management is responsible to lead offenders off the site and prohibit their return.

See section 5 of this Procedures Manual for more information.

**51. AFFIRMATIVE ACTION PROGRAM**

- Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicaps, age or national origin. Subcontractor will take affirmative action to insure that applicants are employed and employees are treated during employment with regard to race, religion, color, sex, physical handicaps, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, rates of pay or other forms of compensation, and selection for training, including employees and applicants for employment of notices provided by an appropriate agency of the Federal Government, setting forth the requirements of these nondiscrimination provisions.

- Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicaps, age or national origin.

## 52. INSURANCE

(See attached Sample Insurance Certificate, 1 Page)

Onsite General Liability and Worker's Compensation insurance for this project will be carried through a CCIP program. **All costs associated with Onsite insurance should be excluded from your bid.** See attached CCIP manual for detailed information on this program. (Future Attachment, TBD)

## 53. PROGRESS PAYMENTS

This project will be using AIA G702 and G703 documents for progress billings. A detailed Schedule of Values is required to be submitted for approval by Turner Construction Company in advance of your first payment application. Each Subcontractor's Schedule of Values shall include the following items:

- Submittals/Shop Drawings (1% of contract)
- Signed-off MEP Coordination Drawings (1% of contract) - For MEP Trades
- Closeout Documents/Training (1% of contract)
- Daily Clean up (2% of contract)

This Schedule of Values should break your subcontract amount into various parts, separating material, equipment, labor, and Subcontractors where applicable. Furthermore, the schedule must be in sufficient detail to allow accurate monthly reviews of completed work. You will need to submit this schedule immediately upon notice of award to Turner's Project Superintendent.

Your pencil copy progress payment application must be sent to the jobsite office, Attention Scott Atchison, Project Superintendent. The original final copies must be sent to 55 East Monroe, Chicago, IL 60603, Attention: **TBD**. Please note that you will be estimating through the end of the current month billing.

### **Ogden Replacement Elementary School**

Turner Construction Company  
55 East Monroe, Suite 3100  
Chicago, Illinois 60603  
ATTN: **TBD**  
**TBD@tcco.com**

#### A. Billing Schedule

Subcontractor invoices will be based on a percent complete against a schedule of values due on the 15<sup>th</sup> of the month with a projection to the end of the month. The invoices will be reviewed and final invoice will be due to Turner on the 24<sup>th</sup> of the month to allow for compilation of all invoices and submission to the Owner. Payments to the Subcontractors will be made by the 25<sup>th</sup> of the following month after receipt of payment from the Owner (these dates may be adjusted based on Ogden School approval requirements). All billings should be received by the 15<sup>th</sup> or shall roll-over to and be included in the next month billing cycle.

You will be contacted when your check is ready to be released. However, the check will not be released until you provide three original notarized lien waivers for the full amount of the check to the (to be named). Your waivers must list all major Subcontractors and suppliers.

#### B. Retainage

Retention shall be 10% of each Application for Payment. Retention Reduction will be considered once the Contractor reaches progress of 75% completion. Your request for reduction from 10%

to 3% must be made in writing 10 business days prior to the application you intend to reflect the reduction. The following needs to be addressed in your letter:

- Reconciliation of contract amount showing original contract value, approved change orders to date (list all approved change orders), pending change order amount to date (list all change order requested by your firm), and final adjusted contract value to date. Sample form may be obtained from the Construction Manager.
- Statement from your firm that all vendors and subcontractors under contract by your firm is paid current to date.
- Statement that all safety submittals are in order, up to date and there have been no accidents other than those identified in previously submitted accident reports (reference any reports your firm has submitted).
- Statement that 100% of submittals have been submitted for A/E review and that any submittals that required resubmission have also been resubmitted.
- Statement that your Insurance is current and that you meet or exceed the contract requirements to include form CG2026.
- Statement from your firm that all work completed to date is in compliance with the project requirements and that there are no outstanding disputes or claims.
- Statement from your firm that the completion of your work will meet the schedule requirements for the balance of project.
- If as-builts are required of your firm, we request 3 sets of "in-progress as-builts" be transmitted for A/E and Owner review.
- If Operations & Maintenance Manuals (O&Ms) are required of your firm, we request 3 sets be transmitted for A/E and Owner review.
- Current and accepted MBE and WBE lien waivers.
- Current and accepted certified payroll.
- Required attic stock delivered and accepted.

C. Miscellaneous Billing Procedures

All extra work must be submitted for the preparation of a formal Subcontract Change Order, issued by Turner Construction, before the work can be included in your monthly payment application. A Subcontract Change Order must be issued by Turner Construction and executed by both the Subcontractor and Turner before payment for extra work can be included in your payment application.

Billing for materials stored off-site will only be allowed after receiving prior approval from Turner Construction Company. Turner's Project Accountant can answer questions regarding the required forms for this type of billing.

D. Final Payment

In order to make final payment, Turner must receive an executed General Release, Consent of Surety (if applicable), and a Final Lien Waiver. Please note the following when executing the two (2) original General Release forms:

1. The General Release must be officially signed, dated, and the signature attested or witnessed.
2. The name and title of the signer must be typed or affixed under the signature.
3. The corporate seal of your company must be affixed.

Chicago Title Partial and Final Waivers are the only acceptable waiver forms and must be submitted along with a sworn statement/affidavit listing all Subcontractors, material, men, and

suppliers who will be furnishing and/or installing portions of your work. These forms will be exchanged for your monthly payment.

**54. HANDHELD UNIT USE POLICY**

Subcontractors shall comply with Turner's Handheld Unit Use Policy. (See attached Handheld Unit Use Policy, 02 Pages)

## **SECTION 4 - TURNER SUBSTANCE ABUSE PROGRAM:**

### **The Turner Corporation Policy on Substance Abuse: Revised June, 2006**

#### **Purpose**

To help ensure a safe, healthy, and productive work, Turner Construction Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy restricts certain items and substances from being brought onto, or being present on Turner premises or projects, or workers from reporting to work or working under the influence of illegal drugs, alcohol, and other controlled substances which may affect their ability to perform work safely.

All workers or agents of subcontractors hired to perform work under any Turner contract or in any facility will be required to participate in a drug test administered by a Turner designated representative prior to commencing that work, unless an approved alternative substance abuse testing program is accepted by Turner Management.

Subcontractor shall provide to Turner adequate evidence that each carpenter has passed a full drug screening test within one calendar year prior to said carpenter begins work at the Jobsite and such drug screening test shall be conducted by the Subcontractor in full accordance with the terms and conditions of the currently applicable collective bargaining agreement with the carpenter's union.

Any current worker who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. A worker's employer will refer any worker voluntarily seeking such help to professional assistance and any such action by a worker shall be kept strictly confidential.

This policy is non-discriminatory and applies equally to all workers, management personnel, Turner hourly craft, and temporary personnel working with Turner Construction.

#### **Scope and Application**

This policy applies to subcontractors, consultants, construction managers, and their respective worker's, or others working at a Turner project where Turner holds the subcontracts and/or Turner is contractually obligated to implement said program, or on Turner property including but not limited to subcontractor personnel, management personnel, temporary personnel, or consultants. This program does not apply to projects whereby Turner does not hold subcontracts and/or there is no contractual obligation to do so.

This policy includes pre-employment, post- incident, reasonable suspicion, re-employment, annual, random testing, searches and investigations to the extent permissible by law.

#### **Rules**

Possessing, soliciting, manufacturing, distributing, dispensing, and/or the use of illegal drugs, drug paraphernalia, unauthorized controlled substances, illegal use of legal drugs, and other intoxicants on or in any project or at any facility is prohibited and may result in disciplinary action up to and including removal/barring of the worker from Turner Construction projects or sites.

Reporting to and being at work under the influence of illegal drugs or unauthorized controlled substances is prohibited. Reporting to and being under the influence of alcohol or other legal intoxicant that can adversely affect the worker's performance or the safety of the worker or those surrounding the worker is also prohibited. Violation of this rule may result in disciplinary action up to and including removal/barring of the worker from Turner Construction projects or sites.

Legally prescribed drugs may be permitted on or in any project or at any facility provided that the drugs are prescribed to the worker by an authorized medical practitioner for current use by the worker. Reporting to and being at work under the influence of prescribed or over-the-counter drug, where such use prevents a worker from performing the duties of the job, or poses a safety risk to the worker and/or other workers or property is prohibited. Workers taking a prescription or over-the-counter drug are personally responsible for confirming with their physician that they may safely perform any job duties while taking such items. Workers taking a legal substance that could impair their safe work must advise their immediate supervisor, who may assign the worker to non-hazardous duties or send them home. A



worker's failure to notify their supervisor at the start of their work shift may result in disciplinary actions up to and including removal/barring of the worker from Turner Construction projects or sites.

### **Testing Requirements**

A worker, to the extent consistent with applicable federal, state and local laws, will be required to undergo a screening test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances which may be determined by Turner management under this policy:

- Pre-Employment Screening
- Post Incident Screening
- Reasonable Suspicion
- Re-employment or re-admission to a Project or Facility
- As specified by Turner /Owner contracts
- Random Screening
- Annual Screening

A worker who has submitted to and passed a Turner administrated drug test within the past year may present their certified results in lieu of taking a pre-employment drug test. In the event that a worker has submitted to and passed a non-Turner administered drug test within the last year, they may submit their certified results only if their company's drug policy has been pre-approved by Turner.

### **Testing Procedures**

- 1) At a minimum, urine specimens will be analyzed for the presence of the following:
  - Cannabinoids (Marijuana)
  - Cocaine
  - Opiates
  - Amphetamines
  - Phencyclidine
- 2) In general, donors will be permitted to give a urine specimen in privacy and without being observed by collection site personnel. However, a donor forfeits this right whenever there is a reason to believe that he/she may alter or substitute a specimen.
- 3) Urine substance abuse screens and saliva or alcohol screen collections or their equivalent and preliminary testing may be performed on site. A SAMHSA approved laboratory will confirm on-site screens that test non-negative. Before a donor's test result will be confirmed positive for drugs, the donor will be given the opportunity to speak with Turner's MRO and bear the burden of proof that there was a legitimate medical explanation for the positive test result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported as "negative". If the MRO determines that a legitimate medical reason does not exist, the test result will be reported as a "confirmed positive". Since the substance abuse screening program is first and foremost a safety program, the "pending" worker will not be allowed on-site until this process is complete.
- 4) No Worker search, drug test, or alcohol test will be conducted without the worker's consent. The worker shall be required to sign a consent form. Refusal to give consent shall be cause for removal/barring from the project or site.
- 5) On site drug tests will be completed using EZ Cup™. This system provides results in 5 minutes at a cost of \$32 per test.
- 6) A DOT approved saliva testing device or "hand held" Breathalyzer unit or equivalent device, similar to those used by law enforcement for field sobriety tests, will be used for the alcohol screen.
- 7) Diluted samples occur when an applicant drinks large amounts of fluids before the drug test, or adds water to their specimen so that it is harder to detect drug abuse. Applicants may innocently drink too many fluids before the drug test in order to be able to give a sample. This can be

avoided by telling the donor not to drink more than 24 ounces within three (3) hours of the drug test. It is the responsibility of the donor to provide Turner with an undiluted sample that can be tested.

Turner's policy on diluted specimens is to retest the donor one additional time. Ideally, they should be retested within 24 hours of receiving the results from the MRO, but no later than 48 hours. If the donor has provided a second dilute sample, the MRO will conduct a medical interview with the donor. During the interview process, if it is determined that there is no legitimate medical reason; the donor's test will be treated as positive.

- 8) A "positive" substance abuse screen shall mean that the verified results are above standard cut-off levels and that there is not a medically valid reason for the result. A "positive" alcohol test result shall mean alcohol levels are officially recognized as demonstrating alcohol intoxication at or in excess of 0.02 (DOT Standard).
- 9) Any worker who tests positive for drugs or alcohol, and who believe the test results are incorrect, may request a retest of the original specimen at his/her own cost within (24) hours. An equally qualified laboratory shall perform the retest. If the retest is negative, a third test of the original split specimen shall be completed by a third laboratory to confirm or deny the previous test results. A toxicologist and MRO will review all data for a final determination. If it is determined that the initial confirmation screen was incorrect, the worker shall be allowed to resume work.
- 10) If the confirmation screen for alcohol and/or drugs is negative, their immediate employer shall pay the worker for any lost time that may have occurred.
- 11) Workers who are terminated from working with or at a Turner project or at any facility subsequent to a positive test may be returned to work only if the certain criteria are met. In all cases, there is no guarantee of reemployment on a Turner project or site.

### **Searches**

Turner reserves the right to search any person entering any project or any facility and to search any property equipment and storage areas for illegal drugs, drug paraphernalia, unauthorized controlled substances, alcohol or other intoxicants. Turner may have the subcontractor complete the search(s) of the worker or their property. This shall include, but is not limited to, clothing, personal effects, vehicles, buildings, plant facilities, offices, parking lots, desks, cabinets, lockers, closets, lunch and toolboxes, and equipment.

### **Refusal**

Any worker who refuses to submit to a drug or alcohol screening test, or if their sample was adulterated or substituted, may be subject to disciplinary action up to and including removal and barring from Turner projects or sites. Any worker refusing to submit to a search may be denied access to or be asked to immediately leave any work site or Company property, and his or her employer shall be notified of such action.

### **Cost of Testing**

If a worker is requested to submit to a substance abuse test, the cost of that test and the confirmatory test of the same specimen will be paid by the worker's employer through contract agreements. This does not apply to the retest of the original specimen if the donor feels that his or her specimen was tested in error. Such costs for retesting of the donor's original split sample will be borne by the donor.

### **Notification of Authorities**

Turner Construction may report information concerning possession, or distribution of any illegal drugs or unauthorized controlled substances to law enforcement officials, and will turn over to the custody of law enforcement officials any such substances found during a search. Turner will cooperate fully in the prosecution and/or conviction of any violators of the law.

### **Workers Convicted of Drug Offenses**

In accordance with federal law H.R. 5210, "The Drug Free Workplace Act Of 1988" each worker must, as a condition of continued employment on a federal contract or grant notify his or her employer of any conviction of a criminal drug offense within five (5) days after said conviction. If an employer is notified, then that employer shall notify the Turner Operations Manager immediately. Turner will notify the Federal Contracting Agency of criminal drug convictions within 30 days after Turner has received notice. Any worker so convicted must satisfactorily complete an approved drug rehabilitation program and agree to periodic testing any time thereafter before re-employment or barring is lifted and will be considered. Failure to report such a conviction and/or participate in a drug rehabilitation program may result in disciplinary action up to and including removal and barring from Turner projects or sites.

### **Cooperation with Turner**

All workers, as a condition of continued employment with Turner or on a Turner project, have an obligation to cooperate with any Turner investigation concerning compliance or enforcement of this policy. Failure to cooperate with any such investigation may result in disciplinary action up to and including removal and barring from Turner projects or sites.

### **Penalties**

A worker will be removed and barred from Turner Construction work sites for possession, use, or distribution of illegal drugs, unauthorized controlled substances, or drug paraphernalia on Turner property or work sites, as set forth in the Substance Abuse Policy.

- 1) If a worker voluntarily asks for help, that worker will be asked to submit to a drug or alcohol screen to assure safety on the project. If this test is positive his or her subcontractor, in accordance with this policy, shall remove the worker from the project.
- 2) If discovered by actions and/or testing, a worker for subcontractors, suppliers, etc. will be barred from entering Turner Construction property with notice being sent to their employer.

A worker who enters a formal inpatient rehabilitation facility, completes the program under the direction of the MRO, becomes drug and/or alcohol free and agrees to periodic random testing to confirm this, may be eligible for reemployment on a Turner project or site. No guarantees are given or implied.

### **Confidentiality**

All substance abuse testing will be performed with concern for each worker's personal privacy, dignity, and confidentiality. Each worker will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. Records may be kept at the project level for that particular project. Workers shall have the right to a copy of their screen results within the reasonable amount of time it takes to retrieve them. All actions taken under this policy and program will be confidential and disclosed to only those with a need to know.

## **SECTION 5 - TURNER POLICY ON SEXUAL HARASSMENT:**

### **1. Purpose**

In order to provide a productive working environment, it is important that we at Turner maintain an atmosphere of mutual respect. Accordingly, the kind of conduct characterizes as harassment below, will not be tolerated. In addition, we will endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace.

Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, as well as other physical or verbal conduct of a sexual nature by supervisors or others in the workplace.

a. Sexual Harassment exists when:

- i. Supervisors or managers make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion or retention); or
- ii. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment decisions.

b. Sexual Harassment may also exist when such conduct unreasonable interferes with an employees' ability to perform their job or creates an intimidating work environment.

c. Sexual Harassment does not refer to casual behavior or occasional compliments of socially acceptable nature. It refers to behavior that is not welcome, that is offensive in nature, that fails to respect the rights of others and that, therefore, interferes with work effectiveness.

### **2. Procedures**

An employee who feels that he or she has been harassed is strongly encouraged to immediately bring the matter to the attention of the project manager or department head or if the above are unsatisfactory, to the Territory Operations Manager or the Vice President of Human Resources.

Inquiries and/or complaints will be investigated immediately by the Operations Manager and reported to the Director of Human Resources. Investigations will be conducted in a confidential manner.

Any employee determined by impartial investigation to have harassed another employee will be subject to disciplinary measures up to and including discharge.

A non-employee who subjects an employee to sexual harassment in the workplace will be informed of Turner's policy and other action will be taken as appropriate.

### **3. Responsibility**

All employees should ensure that they do not participate in any form of sexual harassment.

Each manager and supervisor is responsible for making sure that all employees within his or her area or responsibility is aware of this policy, for ensuring that personnel decisions are in accordance with this policy and for initiating corrective action (after consulting with Operations Manager and the Director of Human Resources' office) when improper behavior is observed or reported.

Turner recognizes that false accusations of sexual harassment can have serious effects on innocent individuals. We trust that all our employees will continue to act responsibly to establish and maintain a discrimination-free working environment.

## **SECTION 6 - PUBLIC BUILDING COMMISSION PROVISIONS:**

1. The attached contract language will be included in all contracts issued between Turner and Subcontractors. Review the attached language from the Public Building Commission and include all scope and services in your bid (Attachment: Exhibit 1 - Required Subcontract Provisions, 28 Pages).
2. Two copies of the attached Schedule 2 - Affidavit of Non-Collusion (1 Page) are to be turned in with your bid.
3. Review Attached Schedule 3 for MBE and WBE special conditions (11 pages)
4. Complete and return two hard copies of the following attached forms with your bid:
  - Attached Schedule B - Joint Venture Affidavit, mark as NA on the form if Joint Venture is not applicable to your bid. (3 Pages)
  - Attached Schedule C - Letter of Intent from MBE/WBE to perform as Subcontractor, Sub-consultant, and / or Material Supplier. (2 Pages): TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER
  - Attached Schedule D - Affidavit of Prime Contractor Regarding MBE/WBE Participation (2 Pages): TO BE FILLED OUT BY PRIME SUBCONTRACTOR
  - Attached Schedule E - Request for Waiver from MBE / WBE Participation (1 Page)
  - Attached Schedule 4 - Affidavit of Uncompleted Work (4 Pages)
5. Two (2) hard copies of the attached document "Schedule 8: Disclosure of Retained Parties" (1 Page) must be completed and handed in within five (5) days of the bid by the first and second place bidders.

**Section 2: Project Requirements: Attachments:**

- Prequalification Form, 11 Pages
- Turner Form 36P, REV 06/01/08, 11 Pages
- City of Chicago Community Area Map, 1 Page
- Documents for MBE and WBE reporting, 5 Pages
- Document Submittal Checklist, 1 Page

**Section 3: Special Jobsite Provisions: Attachments:**

- Project Schedule dated 9/08/09 - Reference Subsection #07, 2 Pages
  - Site Logistics Plan dated - (9/09/09 Final Draft to be completed) - Reference Subsection #10, 4 Pages
  - Turner Site Specific Safety Plan- Reference Subsection #30, 38 Pages
  - Subcontractor Safety Performance Requirements- Reference Subsection #30, 25 Pages
  - Preliminary Project Safety Orientation- Reference Subsection #30, 3 Pages
  - PBC Safety Requirements for Visitors- Reference Subsection #30, 1 Page
  - RFI Form- Reference Subsection #39, 1 Page
  - Indoor Air Quality Plan and Checklist- Reference Subsection #43, 5 Pages
  - Sample Wage Rate Sheet- Reference Subsection #44, 1 Page
  - Formula For Changes- Reference Subsection #44, 1 Page
  - Proof of Ability to Provide a Bond - Reference Subsection #49 (3 Pages)
  - Sample Insurance Certificate - Reference Subsection #52, 1 Page
  - Handheld Unit Use Policy- Reference Subsection #54, 2 Pages
- 
- Stored Material Off Site Package - Future TBD
  - General Release - TBD
  - Waiver of Lien - TBD
  - Final Waiver of Lien - TBD
  - Consent of Surety to Final Payment -TBD
  - CCIP Manual - TBD

**Section 6: Public Building Commission Requirements: Attachments:**

- Exhibit 1 - Required Subcontract Provisions, 28 Pages
- Schedule 2 - Affidavit of Non-Collusion, 1 Page
- Schedule 3 - MBE and WBE special conditions, 11 pages
- Schedule B - Joint Venture Affidavit, 3 Pages
- Schedule C - Letter of Intent from MBE/WBE to perform as Subcontractor, Sub-consultant, and / or Material Supplier, 2 Pages: TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER
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- Schedule E - Request for Waiver from MBE / WBE Participation, 1 Page
- Schedule 4 - Affidavit of Uncompleted Work, 4 Pages
- Schedule 8 - Disclosure of Retained Parties, 1 Page





Thank you for your interest in Turner Construction Company. In order to develop a more complete knowledge of your Company and better match future Turner opportunities to your Company's capabilities please complete this form and return to:

Turner Construction Company

Attention: Purchasing Department  
Phone:  
Fax:

Date of Response: \_\_\_\_\_

**SUBCONTRACTOR/VENDOR PREQUALIFICATION STATEMENT**

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
(city) (state) (zip)

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
(city) (state) (zip)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact : \_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact \_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact \_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Is your Company:  
 MBE  WBE  DBE MBE/WBE/DBE Certified by: \_\_\_\_\_

Please attach copies of all certifications.

Is this address the:  Main Office  Regional Office  Branch Office

Name of Parent Company: \_\_\_\_\_

Address of Parent Company: \_\_\_\_\_

**Trades**

*Please fill-in the trade(s) that your Company is interested in bidding*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Year Company Started: \_\_\_\_\_ Type of Company:  Corp.  Partnership  Proprietorship  Sub. S. Corp.

State of Incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

**SUBCONTRACTOR/VENDOR PREQUALIFICATION QUESTIONNAIRE (continued)**

Contractor's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiration: \_\_\_\_\_ (Attach list if needed)

State Sales Tax Registration Number: \_\_\_\_\_ (attach list as needed)

State Unemployment Insurance Number: \_\_\_\_\_ (attach list as needed)

Federal ID Number \_\_\_\_\_

List the corporate officers, partners, proprietors, members and shareholders of more than 5% of the stock of your Company:

	<u>Name</u>	<u>Year of Birth</u>	<u>Position</u>	<u>Percent Owned</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

Under what other names has your Company operated? \_\_\_\_\_

How many people does your Company presently employ:  
 Home Office \_\_\_\_\_ Field Supervisory \_\_\_\_\_ Tradespeople \_\_\_\_\_

How many people did your Company employ on average for the last 3 years?  
 Home Office \_\_\_\_\_ Field Supervisory \_\_\_\_\_ Tradespeople \_\_\_\_\_

Has your Company or any of its principals ever petitioned for bankruptcy, failed in business, defaulted or been terminated on a contract awarded to you? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

Have any of the Owners, officers or major stockholders of your Company ever been indicted or convicted of any felony or other criminal conduct? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

Has your Company or any Owners, officers or major stockholders ever been suspended, disbarred or otherwise precluded from pursuing public work or ever been found to be non-responsive by a public agency? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

Has your Company ever had a claim made against it for improper, delayed, defective or non-compliant work or failure to meet warranty obligations? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

Is your Company or any of its owners, officers or major shareholders currently involved in any arbitration or litigation? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

Does your Company have any outstanding judgements or claims against it? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, please explain: \_\_\_\_\_

**SUBCONTRACTOR/VENDOR PREQUALIFICATION QUESTIONNAIRE (continued)**

Has your company or any of its owners, officers or major stock holders been investigated for or charged with alleged labor law violations including alleged violations of the Immigration Control and Reform Act; state or local laws regarding employment of immigrants; prevailing wage laws; wage and hour laws or other federal, state or local labor laws? If yes, please explain. \_\_\_\_\_

Please list any litigation brought against your Company in the past five (5) years asserting that you failed to make payments to anyone. \_\_\_\_\_

List the geographical areas in which you work : \_\_\_\_\_

List Unions which you have agreements with:

Local Number	Union Name	Agreement Expiration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the size of project you are most competitive in performing (enter 1). Show in preference order (2,3,...) other size projects you are capable of performing:

Under \$100,000	_____	\$3,000,000 - \$6,000,000	_____
\$100,000 - \$200,000	_____	\$6,000,000 - \$9,000,000	_____
\$200,000 - \$500,000	_____	\$10,000,000 - \$15,000,000	_____
\$500,000 - \$1,000,000	_____	Over \$15,000,000	_____
\$1,000,000 - \$3,000,000	_____		_____

Check all building types on which your Company has worked:

- |                              |       |                               |       |
|------------------------------|-------|-------------------------------|-------|
| A. High rise Office Building | _____ | F. Sports/Entertainment       | _____ |
| B. Mid rise Office Building  | _____ | G. Industrial Bldg.           | _____ |
| C. Hotels/Motels             | _____ | H. High Tech/Laboratories     | _____ |
| D. Hospital                  | _____ | I. Correctional Facilities    | _____ |
| E. Residential               | _____ | J. Design Build/Design Assist | _____ |

List the trades you normally perform with your own forces: \_\_\_\_\_

What percentage of the Company's work is normally subcontracted? \_\_\_\_\_ %

What trades do you normally subcontract? \_\_\_\_\_

What is the largest contract your Company has completed?

Amount: \$ \_\_\_\_\_ Year: \_\_\_\_\_ Project name and scope: \_\_\_\_\_

What is the largest dollar volume job you expect to do during this year?

Amount: \$ \_\_\_\_\_ Project name and scope: \_\_\_\_\_

What is your expected annual volume this year: \$ \_\_\_\_\_ # of Projects \_\_\_\_\_

**SUBCONTRACTOR/VENDOR PREQUALIFICATION QUESTIONNAIRE (continued)**

What was the average annual volume of work performed over the past 5 years:

Yr./Vol. \_\_\_\_\_ Yr./Vol. \_\_\_\_\_ Yr./Vol. \_\_\_\_\_  
 Yr./Vol. \_\_\_\_\_ Yr./Vol. \_\_\_\_\_

MBE/WBE Participation in work which you subcontract (average participation for last 3 years) MBE \_\_\_\_\_ % WBE \_\_\_\_\_ %  
 Minority/Female workforce participation (average percentage utilization for last 3 years) MIN \_\_\_\_\_ % FEM \_\_\_\_\_ %

Attach a list of current major projects giving name of project, address, owner, architect, general contractor, contract amount, scope of work and scheduled completion. (Include contact people and phone numbers)

Attach a list of completed major projects giving name of project, address, owner, architect, general contractor, contract amount and scope of work. (Include contact people and phone numbers)

**Attach a copy of your latest audited financial statement.** (Your financial statement is strictly for Turner Purchasing Dept use and will be treated confidentially).

If the attached financial statement is not for the identical Company named above, explain the relationship and financial responsibility of the Company whose financial statement is provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of your Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Amount of line of credit: \$ \_\_\_\_\_ Amount Available: \$ \_\_\_\_\_ Expiration date: \_\_\_\_\_

UCC Filing? \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ How is credit secured: \_\_\_\_\_

What is Company's Dunn & Bradstreet Number: \_\_\_\_\_  
 D&B Rating: \_\_\_\_\_ Pay Record: \_\_\_\_\_ Date of Rating: \_\_\_\_\_  
 Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Bonding Company:

	<u>Name of Surety</u>	<u>Key Contact Person/Phone</u>
A.	_____	_____
B.	Bonding Capacity: Per Job \$ _____	Aggregate: \$ _____
	Date of Last Bond _____	Amount: \$ _____
	Bond Rate _____	% _____
C.	Please list the persons or entities who provide indemnification to your Surety: _____ _____	

**SUBCONTRACTOR/VENDOR PREQUALIFICATION QUESTIONNAIRE (continued)**

List three of your major suppliers:

- A. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_
- B. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_
- C. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_

List three contractors that you do business with:

- A. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_
- B. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_
- C. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact: \_\_\_\_\_

Trade Association Memberships: \_\_\_\_\_  
 \_\_\_\_\_

List local or national accredited training programs in which you participate (craft or management training): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

List key office personnel and field supervisors (attach resumes):

	<u>Name</u>	<u>Position</u>	<u>Year of Birth</u>	<u>Years Experience</u>	<u>Previous Employer</u>
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____

List any subsidiaries and affiliates of your Company:

	<u>Company Name</u>	<u>Ownership</u>	<u>Type of Company</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

General Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUBCONTRACTOR/VENDOR PREQUALIFICATION QUESTIONNAIRE (continued)**

We have attempted to answer all questions in a full and complete manner to assure that our answers are not in any respect misleading either by expressing ourselves in a misleading or ambiguous manner or omitting information. We recognize that Turner will be relying on the accuracy of the information and our responses in this questionnaire in deciding whether to permit us to bid and in awarding work to our Company.

Dated at \_\_\_\_\_ this \_\_\_\_ day of Two Thousand and \_\_\_\_\_ (\_\_\_\_\_)

Name of Company: \_\_\_\_\_

Completed by: \_\_\_\_\_ (must be an officer of the Company)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as to not be misleading.

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission Expires: \_\_\_\_\_

**Exhibit A**  
**SUBCONTRACTOR Pre-Qualification Form**  
**Safety Prequalification Form**

1. Please list your Company's Workers' Compensation Interstate/Intrastate Experience Modification Rate for the most recent three years. (Attach a copy of your insurance carrier or state fund (on their letterhead) verifying the EMR data.

Interstate (Yr./Rate)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Intrastate (Yr./Rate/Name state(s) with abbreviations next to modification rate)

_____/_____/_____	_____/_____/_____	_____/_____/_____
_____/_____/_____	_____/_____/_____	_____/_____/_____
_____/_____/_____	_____/_____/_____	_____/_____/_____
_____/_____/_____	_____/_____/_____	_____/_____/_____

Note: Subcontractor's must have a current EMR less than or equal to 1.0 to qualify for Turner Construction's Bid List. Should your EMR exceed 1.0, the Contractor must demonstrate and document that it has or will initiate programs, policies, and attitudes which will result in a safety conscious performance in order to be included on Turner's Approved Contractor List. In this case it is the sole discretion of Turner to approve or disapprove a SUBCONTRACTOR.

2. Please use the three most recent year's OSHA No. 300/200 Log to fill in the number of cases for each of the following categories: (attach a copy of your last three years of OSHA 300/200 logs.)

Year	_____	_____	_____
No. of fatalities (Column G from 300) or (Columns 1 + 8 from 200)	_____	_____	_____
No. of lost & restricted workday cases (Column H + I) or (Columns 2 + 9)	_____	_____	_____
No. of medical treatment cases (Column J) or (Columns 6 + 13)	_____	_____	_____
No. of lost workday cases (Column H) or (Columns 3 + 10)	_____	_____	_____
Employee Hours Worked	_____	_____	_____
OSHA Recordable Incidence Rate	_____	_____	_____
OSHA Lost Workday Incidence Rate	_____	_____	_____

Note: --Items in parenthesis come from your OSHA 300/200 Log  
--Recordable Incidence Rate = [G, H, I, & J] or [1,2,6,8,9,13] x 200,000 / Employee Hours Worked  
--Lost Workday Incidence Rate = [H] or [3 + 10] x 200,000 / Employee Hours Worked  
--Employee Hours Worked = total number of hours worked during the year by all employees

3. How many OSHA violation(s) has your Company received in the last three years?

(Yr. = # violations)

\_\_\_\_\_ = \_\_\_\_\_      \_\_\_\_\_ = \_\_\_\_\_      \_\_\_\_\_ = \_\_\_\_\_

Any willful OSHA violations: \_\_\_\_\_ Yes      \_\_\_\_\_ No

Please give a brief description of the violation(s); use additional paper if necessary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Safety Prequalification Form (Continued)

Any employee deaths in the past 3 years?  Yes  No  
If yes, please give a brief description of the circumstances: \_\_\_\_\_

4. Do you have a qualified person responsible for safety within your Company:  Yes  No  
Please describe his/her qualifications: \_\_\_\_\_

5. Does this person do safety inspections on all of your projects:  Yes  No Frequency \_\_\_\_\_

6. Do you have a written Company Safety Policy and Program and will you provide copies if requested:  Yes  No

7. Does your Company have a substance abuse policy:  Yes  No  
If Yes, please check which are included in the policy:

Pre-hire/Initial Employment \_\_\_\_\_  
Cause \_\_\_\_\_  
Post Accident/Incident \_\_\_\_\_  
Random \_\_\_\_\_  
Periodic \_\_\_\_\_

8. Do you have a return to work/light duty program?  Yes  No  
If yes, please describe: \_\_\_\_\_

9. Have you ever implemented 100% fall protection  Yes  No  
If requested can you provide us with a site-specific program addressing the fall hazards in your work?  Yes  No

10. Do you require documented safety meetings for your employees? Indicate which, and how often.

Field Supervisors:  Yes  No Frequency \_\_\_\_\_

New Hires:  Yes  No Frequency \_\_\_\_\_

Employees:  Yes  No Frequency \_\_\_\_\_

SUBCONTRACTOR/VEND  
ORs:  Yes  No Frequency \_\_\_\_\_

11. Does your Company provide safety training for all employees:  Yes  No  
If yes, please list training provided. \_\_\_\_\_

**(Turner will require that at least one full time on-site person must have completed the 30 hour OSHA training)**

12. Do you have home office representatives (not directly involved in the project) who will visit and audit the project for safety:  Yes  No Frequency \_\_\_\_\_

## Safety Prequalification Form (Continued)



13. Does your Company set annual safety goals?  Yes  No  
If yes, please list training provided.

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14. Does your Company have a program recognizing your employees for safety performance excellence?  Yes  No

15. Does your Company have a disciplinary program in place for safety violations?  Yes  No

16. Does your Company review the safety management systems of your sub-subcontractors?  Yes  No

17. Does your Company conduct accident/incident investigations?  Yes  No

18. List all supervisory employees who have completed an OSHA 30 Hour Training Program.

Employee Name	OSHA 30 Hour Date of Certification
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The undersigned warrants and represents the data provided is accurate in all respects.

Name of Company: \_\_\_\_\_  
Prepared By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





This Agreement, made as of the day of in the year by and between TURNER CONSTRUCTION COMPANY, a New York Corporation, (hereinafter called TURNER) and

(hereinafter called the Subcontractor).

Witnesseth, that the Subcontractor and Turner agree as follows:

Article I. The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for

(hereinafter called the Work) for and at the

(hereinafter called the Project), located on premises at

(hereinafter called the Premises), as shown and described in and in strict accordance with the

Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by

(hereinafter called the Architect) and with the terms and provisions of the General Contract (hereinafter called the General Contract) between Turner and

(hereinafter called the Owner) dated

and in strict accordance with the additional Provisions, page(s) annexed hereto and made a part hereof.

**Description Of Work**

Article II. The Plans, Specifications, General Conditions, Special Conditions, Addenda and General Contract hereinabove mentioned, are available for examination by the Subcontractor at all reasonable times at the office of Turner; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Turner, or of the Owner, or of any of their respective officers, agents, servants, or employees.

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to Turner by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward Turner all of the duties, obligations and responsibilities that Turner by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that Turner shall have the same rights and remedies as against the Subcontractor as the Owner under the terms and provisions of the General Contract and the other Contract Documents has against Turner with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

**Contract Documents**

This Subcontract Agreement, the provisions of the General Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures. However, in the event that such disputes are not resolved by mediation or another ADR procedure as Turner and the Subcontractor may agree then such disputes shall be resolved at Turner's sole option either in the manner and forum pursuant to which disputes between the Owner and Turner are to be resolved under the terms of the General Contract or according to law. Furthermore, the Subcontractor agrees that Turner shall have the exclusive right to join the Subcontractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) between the Owner and Turner, together with such other subcontractors or parties as may be appropriate, where in the judgment of Turner the issues in dispute are related to the work or performance of the Subcontractor. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in case Turner elects to resolve the dispute in litigation.

Article III. The Subcontractor shall commence the Work when notified to do so by Turner and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

**Time of Completion**

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Turner's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Turner including legal fees and disbursements incurred by Turner (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the Owner or any damages or additional costs or expenses for which Turner or the Owner may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Turner and the Owner for and indemnify them against all such costs, expenses, damages and liability.

Turner, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, Turner will pay the Subcontractor for such actual additional wages paid, if any, at rates which have been approved by Turner plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this

Agreement.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, Turner shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

ARTICLE IV. The sum to be paid by Turner, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be (hereinafter called the Price) subject to additions and deductions as herein provided.

**Price** The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Turner or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

On or before the last day of each month the Subcontractor shall submit to Turner, in the form required by Turner, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of ten per cent (10%); all previous payments; all amounts and claims against Subcontractor, by Turner or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by Turner to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Turner and the Architect and for which payment has been received by Turner from the Owner, shall be due and paid to the Subcontractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents.

**Monthly Estimate** The obligation of Turner to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is subject to the express condition precedent of payment therefor by the Owner. If Turner has provided payment or performance bonds or a combination payment and performance bond, the obligation of Turner and its Surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefor by the Owner.

The Subcontractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions.

Turner reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by Turner, it shall furnish such information, evidence and substantiation as Turner may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

**Final Payment** Final payment to the Subcontractor shall be made only with funds received by Turner from the Owner, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to Turner by the Owner shall be an express condition precedent that must occur before Turner shall be obligated to make final payment to the Subcontractor. In addition, final payment by Turner to the Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by Turner and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Turner that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) execution and delivery by the Subcontractor, in a form satisfactory to Turner of a general release running to and in favor of Turner and the Owner; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor, arising out of or related to the Subcontract, including those as between Turner and Subcontractor as well as those between Subcontractor and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the Subcontractor shall pay, refund or deliver to Turner (1) all monies that Turner and/or the Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as Turner or Owner shall, in their sole discretion, determine to be an amount sufficient to protect Turner and Owner therefrom (in lieu of payment of such amounts, Subcontractor may, at Owner's and Turner's sole discretion, deliver a bond satisfactory to Turner and Owner). Such refund and payment shall be made within ten (10) days of request by Turner to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

If any claim or lien is made or filed with or against Turner, the Owner, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if any such claim or lien is filed or presented, or if Turner, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Turner or the Owner might become liable and which is

**Payments Withheld**

chargeable to the Subcontractor, or if the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, Turner shall have the right (A) to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate Turner and the Owner for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith ; and (B) to demand that Subcontractor provide, within ten (10) days of Turner's request therefore, proof to the satisfaction of Turner and Owner that such non-payment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of Subcontractor to fulfill the requirements of a demand issued by Turner pursuant to subsection (B) above, Turner may, in such manner as Turner may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and Subcontractor shall within ten (10) days of demand therefore, be liable for and pay to Turner all amounts (including legal fees and disbursements) incurred or suffered by Turner or Owner arising out of or related thereto. Turner shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. Subcontractor further agrees to indemnify, hold harmless and defend Turner and Owner, upon demand, for any and all such claims, liens, and the costs, expenses (including legal fees and disbursements), damages and liabilities arising out of or related thereto. Subcontractor acknowledges (1) that discharge of such liens or claims by bond imposes liability upon a surety and Turner, and (2) that Turner is not required to discharge such lien or claims by bond when exercising its rights hereunder.

**Payments etc., non Acceptance**

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof. The failure of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall constitute a default, entitling Turner to take action as described in Article XI.

**Extension of Time**

Article V. Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Turner or of anyone employed by Turner or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor (1) notifies Turner in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to Turner's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the extent that Turner has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which Turner on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Turner, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

It shall be an express condition precedent to any obligation on the part of Turner to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Turner shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Turner is not obligated or required to pursue Subcontractor claims as against Owner if Turner, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

**Freight Charges and Shipments**

Article VI. The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of Turner. Turner is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse Turner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

**Dimensions**

Article VII. Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

**Shop Drawings**

The Subcontractor shall prepare and submit to Turner such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by Turner and/or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination

of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Subcontractor's submission of a shop drawing to Turner shall constitute the Subcontractor's representation, upon which Turner may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by Turner shall not constitute an undertaking by Turner to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

**Contiguous Work**

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to Turner in writing and allow Turner a reasonable time to have such improper conditions and defects remedied.

**Interpretation of Plans and Specifications**

Article VIII. The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect and Turner. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. Turner will furnish to the Subcontractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same.

The Subcontractor shall not make any changes, additions and/or omissions in the Work except upon written order of Turner as provided in Article IX hereof.

Article IX. Turner reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

**Change Orders, Additions and Deductions**

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof Turner may elect:

- (a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.
- (b) By adding (1) the actual net cost to the Subcontractor of labor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by Turner less all savings, discounts, rebates and credits, (3) an allowance of \_\_\_\_\_ for overhead on items (1) and (2) above, and (4) an allowance of \_\_\_\_\_ for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of Turner from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be referred to the Architect whose decision shall be final and binding upon the parties hereto.

In the case of omitted work Turner shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in Turner's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by Turner shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Subcontractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Subcontractor and Subcontractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if Subcontractor fails to inform Surety of same and Turner shall not be required to obtain consent of the Surety to such modifications.

**Inspection and Defective Work**

Article X. The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by Turner, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from Turner to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect or Turner shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

**Failure to Prosecute, etc.**

Article XI. Should the Subcontractor at any time, whether before or after final payment, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of Turner or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor's part, Turner shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to

terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Turner for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Turner and the Architect and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by Turner in completing the Work, such excess shall be paid by Turner to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to Turner. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of Turner and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should Turner take action by effectuating the provisions of this paragraph, and should it subsequently be determined that a termination effectuated by the terms of this Article was improper, such termination shall be treated as a termination for convenience pursuant to Article XX below.

It is recognized that if the Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Turner shall be entitled to request of Subcontractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Turner, in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, Turner shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Subcontractor rejects this Agreement or if there has been a default and the Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Subcontractor, in addition to any other rights available to Turner hereunder, agrees to indemnify, hold harmless and defend Turner from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Agreement.

**Loss or  
Damage to  
Work**

Article XII. Turner shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by Turner and the Architect, nor shall Turner be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused.

**Builder's Risk  
Insurance**

Turner or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work.

A loss insured under Turner or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the Turner or the Owner as fiduciary and made payable to Turner or the Owner as fiduciary for the Insureds, as their interests may appear. Turner or the Owner shall pay Subcontractors their just shares of insurance proceeds received by Turner or the Owner, and by appropriate agreements, written where legally required for validity, and shall require Subcontractors to make payments to their subcontractors in a similar manner.

**Cleaning  
Up**

Article XIII. The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by Turner from which it shall be removed by Turner from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to Turner's satisfaction, Turner shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

**Ethics and  
Compliance**

Article XIV. The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to Turner and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as Turner may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify Turner from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required



to complete an Employment Eligibility Verification form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit [www.uscis.gov](http://www.uscis.gov), or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Subcontractor's workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

Turner has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Turner is committed to upholding that reputation and has adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, Turner employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Subcontractor offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Subcontractor will be considered to be in material breach of this Subcontract. Subcontractor undertakes the commitment to advise Turner of any action by any entity or person associated with the project that Subcontractor believes violates any applicable law, rule or regulation. Subcontractor's violation of any of the foregoing shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Turner to effectuate its rights and remedies under the provisions of Article XI of this Agreement.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

**Labor to be Employed**

Article XV. The Subcontractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Turner or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Turner shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

**Taxes and Contributions**

Article XVI. The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Turner and the Owner from and against the payment of:

1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.
3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Subcontractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVI of this Agreement, the Subcontractor agrees to reimburse and otherwise indemnify Turner and the Owner for any expenses, including legal fees and litigation arising from, or related to the Subcontractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

**Patents**

Article XVII. The Subcontractor hereby agrees to indemnify, protect and save harmless Turner and the Owner from and against any and all liability, loss or damage and to reimburse Turner and the Owner for any expenses, including legal fees and disbursements, to which Turner and the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

Article XVIII. To the fullest extent permitted by law, Subcontractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to Turner or from Turner to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment,

or other items performed or furnished for or in connection with the Work, and the Subcontractor for itself and its Subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement.

**Mechanics' Liens or Claims**

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to Turner or from Turner to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so Turner shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Turner chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless Turner and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Turner and/or the Owner may sustain or incur in connection therewith.

Article XIX. To the fullest extent permitted by law, Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of Turner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter "Assignment"), notification to Turner of such Assignment must be sent by certified mail, return receipt requested, to the Purchasing Manager in charge of the business unit responsible for the construction of the Project and the Assignment shall not be effective as against Turner until Turner provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between Turner and such assignee or transferee. Subcontractor further agrees that all of Turner's defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Subcontractor hereby agrees to indemnify and hold harmless Turner from and against any and all loss, cost, expense or damages Turner or Owner has or may sustain or incur in connection with such Assignment.

**Assignment and Subletting**

Article XX. Turner shall have the right at any time by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder, in which case, provided the Subcontractor be not then in default, Turner shall indemnify the Subcontractor against any damage directly resulting from such termination. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount shall be reduced by all amounts for which Subcontractor is liable or responsible hereunder. However, the Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages in the event Turner exercises this clause.

**Termination for Convenience**

Article XXI. The Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Subcontractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

**Guarantees**

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect and Turner, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Subcontractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Subcontractor under the Contract Documents, shall constitute a default by Subcontractor.

Article XXII. The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by Turner. When so ordered, the Subcontractor shall stop any part of the Work which Turner deems unsafe until corrective measures satisfactory to Turner have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, Turner may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of Turner to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefor.

This Subcontractor acknowledges the receipt of Turner's "Safety, Health and Environmental Policy", "Drug and Alcohol Abuse Policy" and Sexual Harassment Policy ". Subject to applicable law this Subcontractor further agrees to be bound to these

**Accident**

**Prevention**

policies as a part of the supplemental and special conditions to the contract for construction of the project.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor's subcontractors and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to Turner in sufficient time to permit compliance with such laws by Turner, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to Turner in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by Turner in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless Turner from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.

**Liability  
for Damage  
and Personal  
Injury**

Article XXIII. The Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Subcontractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by the Subcontractor under applicable law, should any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon Turner's or the Owner's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of Turner or the Owner, the Subcontractor agrees to indemnify and save harmless Turner and the Owner, their officers, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that Turner and the Owner, their officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of Turner and the Owner, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against Turner and/or the Owner, their officers, agents, servants or employees upon or by reason of such claims and to pay on behalf of Turner and the Owner, their officers, agents, servants and employees, upon demand, the amount of any judgment that may be entered against Turner and/or the Owner, their officers, agents, servants or employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against Turner and/or the Owner, their officers, agents, servants or employees, Turner shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify Turner and the Owner, their officers, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Turner in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Turner guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

In addition to Turner and the Owner, the Indemnified Parties throughout this Agreement shall include:  
and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries.

Nothing contained in Article XXIII of this Agreement shall be deemed to obligate the Subcontractor to indemnify Turner, the Owner or any of the other Indemnified Parties, their officers, agents, servants or employees, and affiliates, parents and subsidiaries, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the negligence or willful misconduct of Turner, the Owner or any of the other Indemnified Parties, their officers, agents, servants, or employees, and affiliates, parents and subsidiaries, or other subcontractors directly responsible to Turner. Therefore, if it is determined by legal proceedings or agreement, that the Subcontractor has no direct contributory or incidental negligence or other obligation to Turner, the Owner, or any Indemnified Party, and that the Subcontractor is in no way a proper party to a particular claim, then the Subcontractor shall not be obligated to hold Turner, the Owner or any Indemnified Party harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Subcontractor is found to have any degree of direct or contributory negligence or if it is determined that the Subcontractor is in any way or to any degree a proper party to said claim, then the Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in full force and effect except to the extent caused by the negligence of Turner, the Owner or any Indemnified Party.

If Turner is determined by legal proceedings or agreement to be wholly or partially responsible for the claim for which indemnity is sought by reason of active, and not merely passive, negligence or willful misconduct on the part of Turner, then after such determination Turner shall reimburse the Subcontractor for a proportional share, based upon such negligence or fault attributed to Turner, of the defense cost expended by the Subcontractor in defending Turner.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Subcontractor of its duty to defend Turner, the Owner, or any Indemnified Party, as specified in Article XXIII of this Agreement, pending a determination of the respective liabilities of the Subcontractor, Turner, the Owner, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Before commencing the Work, the following insurance coverages from insurance companies satisfactory to Turner shall be in place and maintained until completion and final acceptance of the Work:

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.

2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTORS LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, Personal Injury

Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:(Coverage shall be equivalent to ISO Occurrence Form 2001).

\$ \_\_\_\_\_ /Occurrence

\$ \_\_\_\_\_ General Aggregate

A) The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. Turner shall have the right, without limitation, to reject any insurance company selected by Subcontractor that has an A.M. Best rating of less than A- or Standard and Poor's rating of less than AA or a Moody's rating of less than Aa. All costs are included in the Price and are to be paid by the Subcontractor.

or

B) The above insurance coverages shall be provided through a consolidated insurance program arranged by Turner as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms and conditions, and makes all representations and warranties, associated therewith. \$ \_\_\_\_\_ (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to Turner as provided herein) when and as directed by Turner. Turner will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and Turner will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of Turner and its designated Subcontractors. The Subcontractor will incur a premium expense payable through Turner for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to Turner, expensed by the Subcontractor and the premium paid by Subcontractor through Turner, as outlined above.

or

C) The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP) as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms, and makes all representations and warranties, associated therewith.

or

D) The above insurance coverages shall be provided by insurance companies selected by this Subcontractor. Subcontractor is an Excluded Party to the consolidated insurance program as described in the CCIP Manual (a Contract Document) for its own self performed work and any Excluded Party lower tier subcontractor (if applicable) to the consolidated insurance program arranged by Turner. All costs for Subcontractor's insurances are included in the Price and are to be paid by the Subcontractor. For Subcontractor's Enrolled Party lower tier subcontractors, the above insurance coverages shall be provided through a consolidated insurance program arranged by Turner. \$ \_\_\_\_\_ (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor's Enrolled Party subcontractor(s) only. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to Turner as provided herein) when and as directed by Turner. Turner will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and Turner will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor's subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of Turner and its designated Subcontractors. The subcontractors, by way of this Subcontractor, will incur a premium expense payable through Turner for such premium and subcontractors, through this Subcontractor, hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to Turner, expensed by the subcontractors, through this Subcontractor, and the premium paid by subcontractors through this Subcontractor and Turner, as outlined above.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged by Turner- B) and D) or through an OCIP- C), such coverage will not apply to any operations off of the premises, and Subcontractor shall provide the above insurance coverages with respect to off-premises operations.

Before commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies satisfactory to Turner:

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

Combined Single Limit \$ \_\_\_\_\_ /accident

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to Turner from each insurance company showing that the above insurances (1, 2A, 3 and CGL operations off of the premises under 2B, 2C and 2D) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance carrier will endeavor to provide Turner with 30 days advance written notice of any cancellation, change or expiration. Subcontractor shall advise Turner of the amount of any Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Turner, the Owner and other entities as may be reasonably requested shall be named as additional insureds under these policies of insurance maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance

of the Work or any time thereafter, that may in any respect be applicable to matters, claims or suits arising out of or related to this Subcontract Agreement, and Subcontractor will submit with the certificate of insurance a copy of an endorsement on I.S.O. Form C.G. 20-10 11/85 or equivalent by which all parties required to be listed by Subcontractor as an additional insured are deemed so listed. Subcontractor hereby waives all rights of recovery from Turner and Owner, including but not limited to rights of subrogation, with respect any matter, claim or suit that is to be covered by insurance to be maintained by Subcontractor pursuant to the Contract Documents.

It is expressly agreed and understood by and between Subcontractor and Turner that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to Turner and that any other insurance carried by Turner shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Subcontractor's failure to provide such endorsement shall not affect Subcontractor's agreement hereunder.

If the Subcontractor fails to procure and maintain such insurance, if required, Turner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at Turner's option, Turner may offset the cost incurred by Turner against amounts otherwise payable to Subcontractor hereunder. If, in Turner's discretion, Turner is concerned that any insurance company selected by Subcontractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poors or Moody's rating), Turner may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to Turner.

Article XXIV. The Subcontractor shall furnish to Turner a performance bond in the amount of \$ \_\_\_\_\_ and a separate payment bond in the amount of \$ \_\_\_\_\_ the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to Turner. Such bonds shall be furnished to Turner within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by Turner in writing. In the event Subcontractor fails to furnish such bonds to Turner within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event Turner shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

**Bonds** Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Subcontract and any and all modifications thereof, and shall indemnify and save harmless Turner of and from all liability loss, damage and expense, including interest, costs and attorney fees, which Turner and/or its Surety may sustain by reason of Subcontractor's or its Surety's failure to do so.

Subcontractor and its Surety hereby agree to execute and deliver to Turner when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as Turner may require) increasing the amount (Penal Sum) of the Payment and Performance Bonds furnished by the Subcontractor. The reasonable premiums or other charges paid by the Subcontractor for the procurement of the Rider "A" amendments will be paid as a change to this Agreement.

**Severability** Article XXV. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**Entire Agreement** Article XXVI. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Turner except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Turner except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it completed and submitted to Turner a prequalification questionnaire, that all statements therein were true, accurate and complete, and remain true, accurate and complete, and that Turner has relied on such statements in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

In Witness Whereof the parties to these presents have hereunto set their hands as of the day and year first above written.

**SUBCONTRACTOR**

**TURNER CONSTRUCTION COMPANY**

**By:** \_\_\_\_\_  
Official title: \_\_\_\_\_

**By:** \_\_\_\_\_  
Vice- President

Witness: \_\_\_\_\_

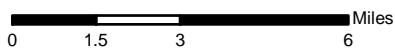
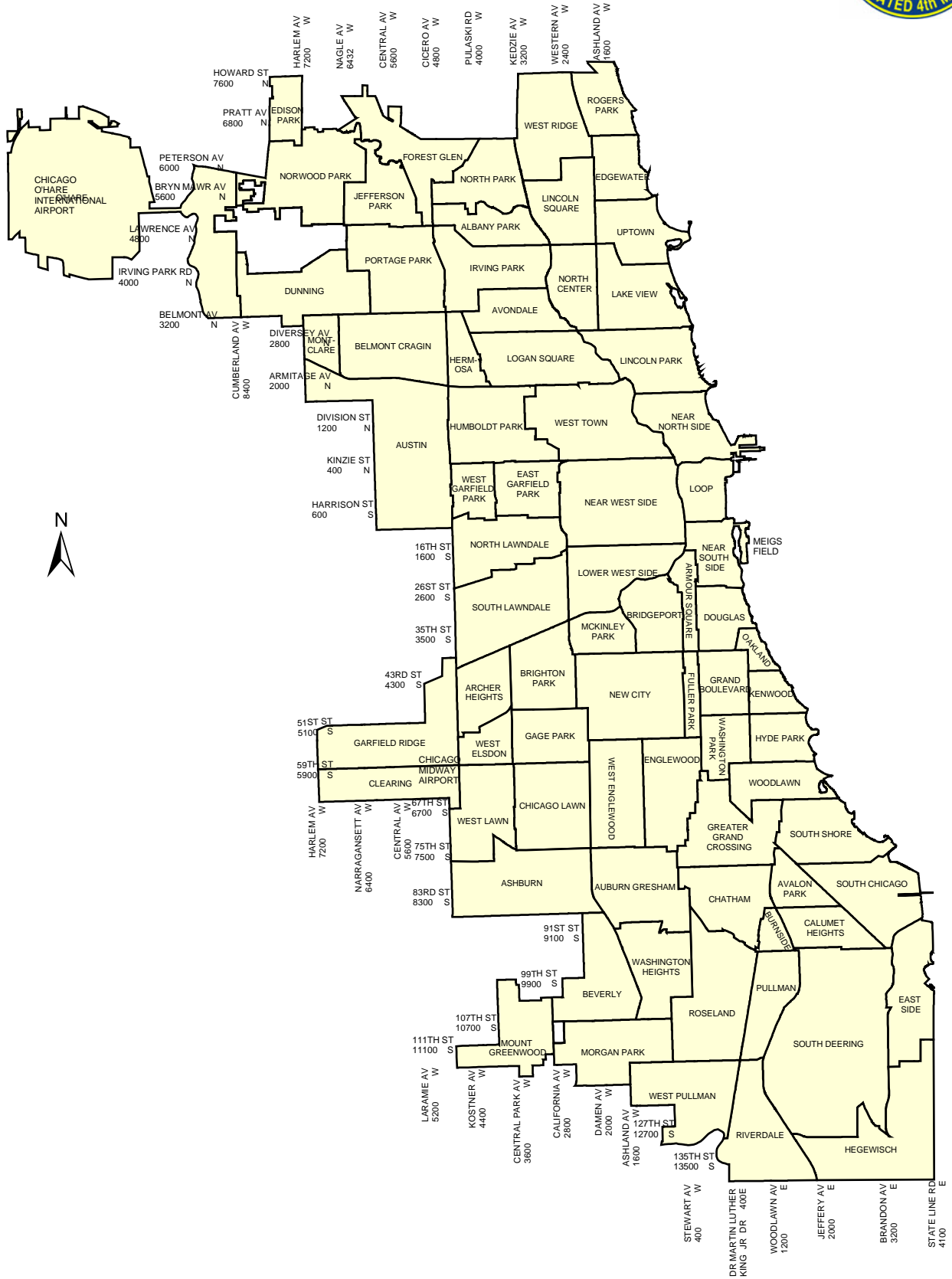
Witness: \_\_\_\_\_

Subcontractor's Federal Employers Identification Number (FEIN) \_\_\_\_\_  
Subcontractor's State Unemployment Ins. No. \_\_\_\_\_  
(Insert State and Register No. for State in which the Work is to be performed)

Subcontractor's License No. \_\_\_\_\_  
(Insert License No., if any, for State or locality in which the Work is to be performed)

Subcontractor's State Sales Tax Registration No. \_\_\_\_\_

# City of Chicago Community Area Map



**MBE/WBE/LBE PARTICIPATION**

We have requested your firm to meet and/or exceed our Minority, Women & Local Business Enterprise (MBE/WBE/LBE) requirements for the \_\_\_\_\_ Project.

In an effort to understand your organizations commitment to achieving this requirement, we are requesting your firm to indicate your anticipated subcontractors/vendors, dollar value and percentage of your overall contract for each:

**Minority Business Enterprise (MBE)**

<b><u>Subcontractor/Vendor Name</u></b>	<b><u>Approx. \$ Volume</u></b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Project MBE Requirement \_\_\_\_\_ Subcontractors MBE commitment \_\_\_\_\_ %

**Women Business Enterprise (WBE)**

<b><u>Subcontractor/Vendor Name</u></b>	<b><u>Approx. \$ Volume</u></b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Project WBE Requirement \_\_\_\_\_ Subcontractors WBE commitment \_\_\_\_\_ %

**Local Business Enterprise (LBE)**

<b><u>Subcontractor/Vendor Name</u></b>	<b><u>Approx. \$ Volume</u></b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Project LBE Requirement \_\_\_\_\_ Subcontractors LBE commitment \_\_\_\_\_ %

Subcontractor Name (Please Print) \_\_\_\_\_

Company \_\_\_\_\_

Subcontractor Signature \_\_\_\_\_



**TURNER CONSTRUCTION COMPANY**

Project Name  
Project Address

**MBE / WBE UTILIZATION PLAN**

**PROJECT IDENTIFICATION**

Project: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_  
\_\_\_\_\_ Project Term: \_\_\_\_\_  
Project Goal MBE: \_\_\_\_\_ Project Goal WBE: \_\_\_\_\_

**CONTRACTOR IDENTIFICATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
\_\_\_\_\_ Federal Tax I.D.#: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**MBE/WBE INFORMATION**

**SUB-CONTRACTOR IDENTIFICATION**

Name: \_\_\_\_\_ Work to Begin: \_\_\_\_\_  
Address: \_\_\_\_\_ To Finish On: \_\_\_\_\_  
\_\_\_\_\_ Federal I.D. #: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Estimated Dollar Amount to Be Awarded to MBE/WBE/SDB/SWOB: \_\_\_\_\_  
Scope of Work to Be Done by MBE/WBE/SDB/SWOB \_\_\_\_\_  
\_\_\_\_\_

**SUB-CONTRACTOR IDENTIFICATION**

Name: \_\_\_\_\_ Work to Begin: \_\_\_\_\_  
Address: \_\_\_\_\_ To Finish On: \_\_\_\_\_  
\_\_\_\_\_ Federal I.D. #: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Estimated Dollar Amount to Be Awarded to MBE/WBE/SDB/SWOB: \_\_\_\_\_  
Scope of Work to Be Done by MBE/WBE/SDB/SWOB \_\_\_\_\_  
\_\_\_\_\_



TURNER CONSTRUCTION COMPANY  
 Project Name  
 Project Address

**MBE/WBE PARTICIPATION SUMMARY**  
 REPORTING PERIOD (M/Y) \_\_\_/\_\_\_

% Complete \_\_\_\_\_

Prime Contractor	Type of Work	Date of Contract	Contract Amount	Amount Billed this month	Amount Billed to-date	Amount Paid to-date
MBE Contractor	MBE (\$) Goal	MBE (%) Goal	Contract Amount	Amount Billed this month	Amount Billed to-date	Amount Paid to-date
MBE Contractor	MBE (\$) Goal	MBE (%) Goal	Contract Amount	Amount Billed this month	Amount Billed to-date	Amount Paid to-date
WBE Contractor	WBE (\$) Goal	WBE (%) Goal	Contract Amount	Amount Billed this month	Amount Billed to-date	Amount Paid to-date
WBE Contractor	WBE (\$) Goal	WBE (%) Goal	Contract Amount	Amount Billed this month	Amount Billed to-date	Amount Paid to-date

## MONTHLY EMPLOYMENT UTILIZATION REPORT

Project \_\_\_\_\_ Contract No. \_\_\_\_\_ Reporting Period \_\_\_\_\_

Contractor Firm Name \_\_\_\_\_ Address \_\_\_\_\_  
City State Zip

Employer I.D. / Payee I.D. No. \_\_\_\_\_

Expected EEO Participation: Minority \_\_\_\_\_% Women \_\_\_\_\_%

Check One:  Prime Contr.  Subcontr.

Contract Start Date: \_\_\_\_\_ Percentage of Job Completed \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

F = Foremen / Supervisor  
 J = Journeyworker  
 A = Apprentice/Trainee

### Total Hours Worked During Reporting Period

### Total Number of Employees

Job or Trade Category	Total Hours Worked all Employees	Black		Hispanic		Asian		Native American		Minority %	Female %	ALL Employees		Minority Employees	
		M	F	M	F	M	F	M	F			M	F	M	F
Laborers	F														
	J														
	A														
Equip. Oper.	F														
	J														
	A														
Surveyors	F														
	J														
	A														
Truck Drivers	F														
	J														
	A														
Iron Workers	F														
	J														
	A														
Carpenters	F														
	J														
	A														
Cement Mason	F														
	J														
	A														
Painters	F														
	J														
	A														
Plumbers	F														
	J														
	A														
Steamfitters	F														
	J														
	A														
Sheetmetal	F														
	J														
	A														
Electricians	F														
	J														
	A														
Other	F														
	J														
	A														
<b>Grand Totals</b>															
<b>Cum to Date Totals</b>															

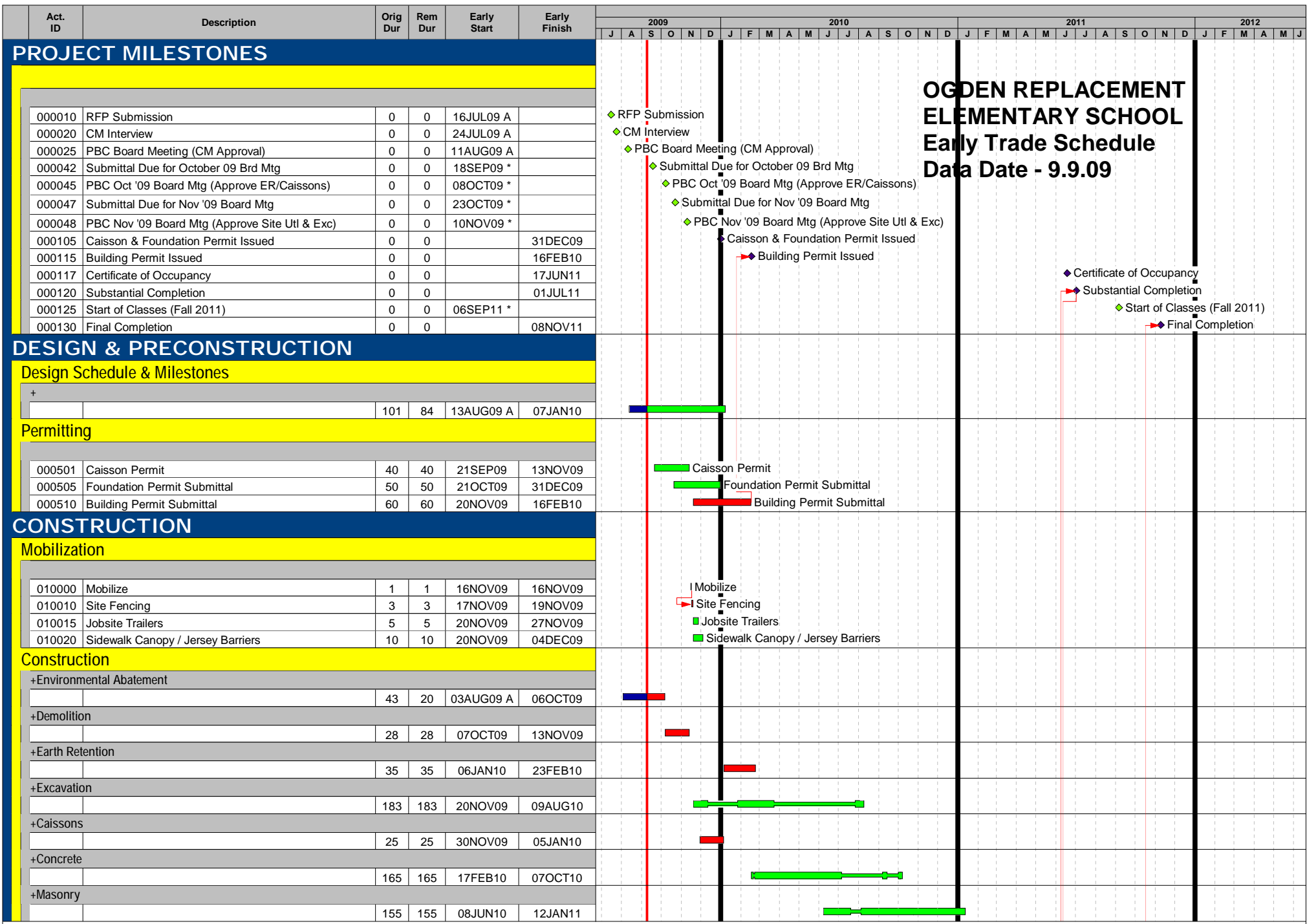
Company's Official's Name \_\_\_\_\_

Title \_\_\_\_\_

Company Official's Signature \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_



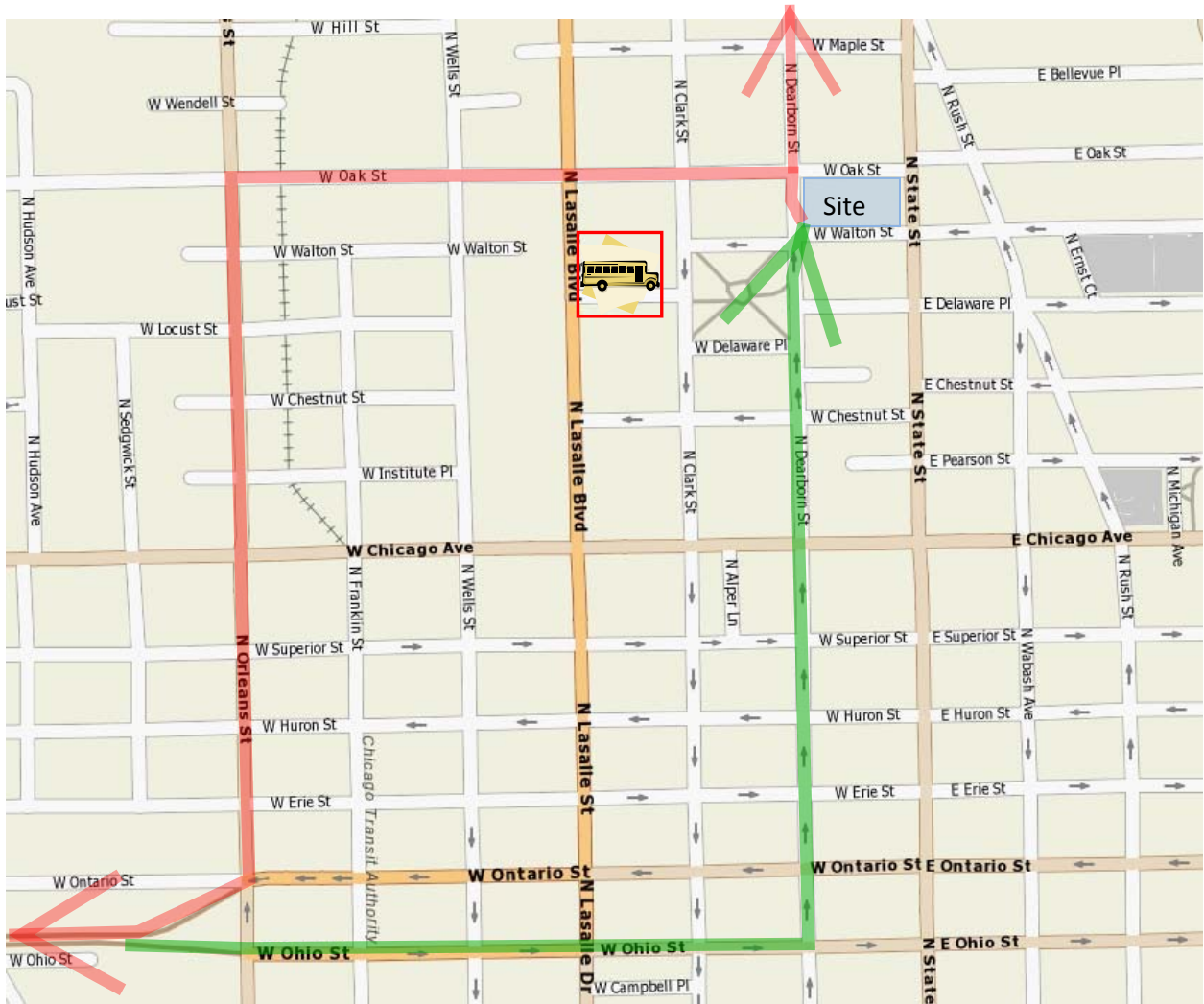
Start date 05AUG08  
 Finish date 08NOV11  
 Data date 09SEP09  
 Run date 11SEP09  
 Page number 1A  
 Project name Ogdren-090909  
 © Primavera Systems, Inc.

Turner Construction Company  
 Ogdren Replacement Elementary School

Legend:  
 [Green bar] Early bar  
 [Yellow bar] Target bar  
 [Blue bar] Progress bar  
 [Red bar] Critical bar  
 [Red line] Summary bar  
 [Green diamond] Start milestone point  
 [Blue diamond] Finish milestone point



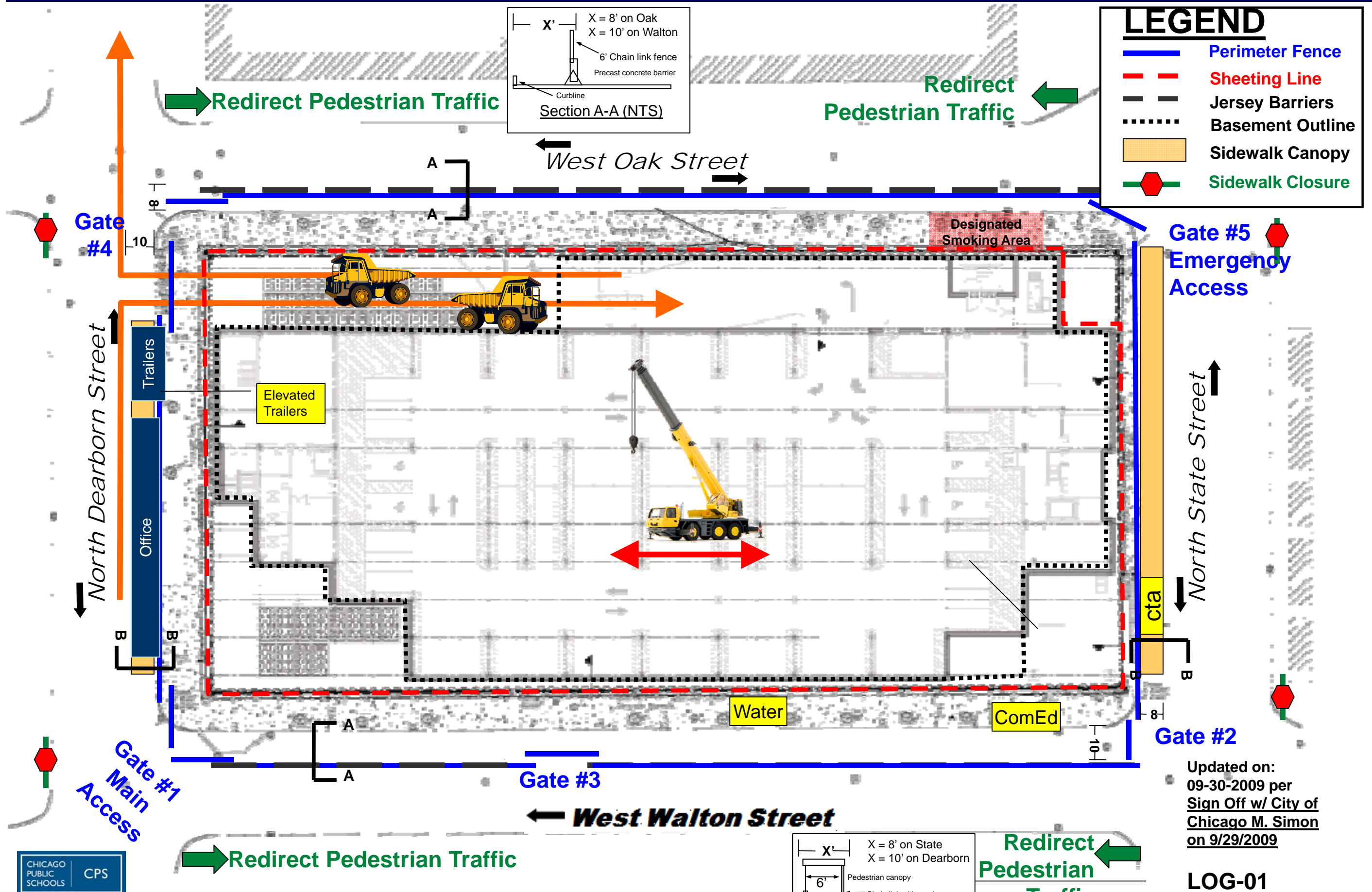
**Ogden Replacement Elementary School:  
Site Access Plan – 09/30/2009**



**Proposed Traffic Plan**

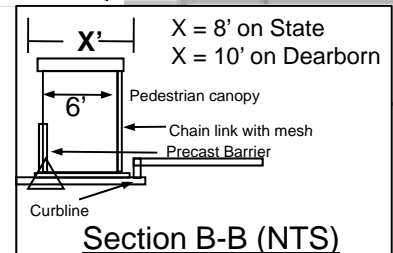
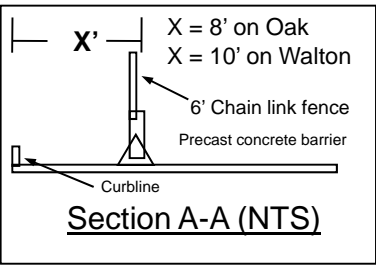
**Enter Site:** Green Arrow Route. Ohio east to Dearborn. North on Dearborn to site.

**Leave Site:** Red Arrow Route. Dearborn north to Oak. West on Oak. South on Orleans.



### LEGEND

- Perimeter Fence
- - - Sheeting Line
- - - Jersey Barriers
- ⋯ Basement Outline
- Sidewalk Canopy
- ◆ Sidewalk Closure



Updated on:  
09-30-2009 per  
Sign Off w/ City of  
Chicago M. Simon  
on 9/29/2009









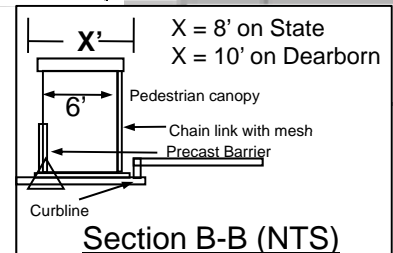
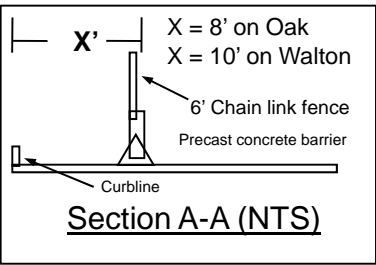
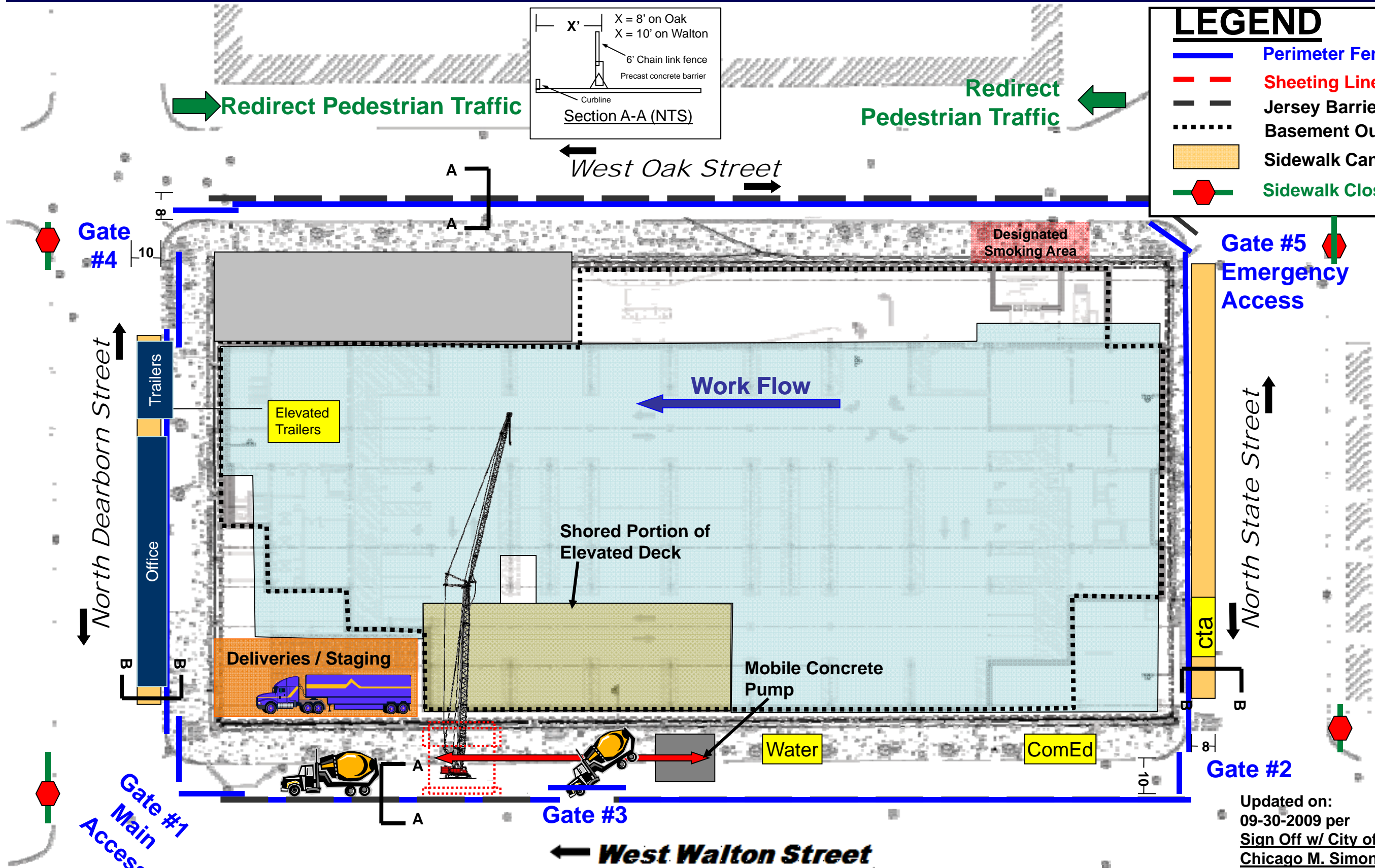
**Phase 1: November 2009 to June 2010**  
Work Hours: M-F 7:00am – 8:00pm, Sa (if needed) 7:00am – 5:00pm





### LEGEND

-  Perimeter Fence
-  Sheet Piling Line
-  Jersey Barriers
-  Basement Outline
-  Sidewalk Canopy
-  Sidewalk Closure



Updated on:  
 09-30-2009 per  
 Sign Off w/ City of  
 Chicago M. Simon  
 on 9/29/2009



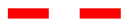
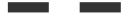

Phase 2: July 2010 to January 2011

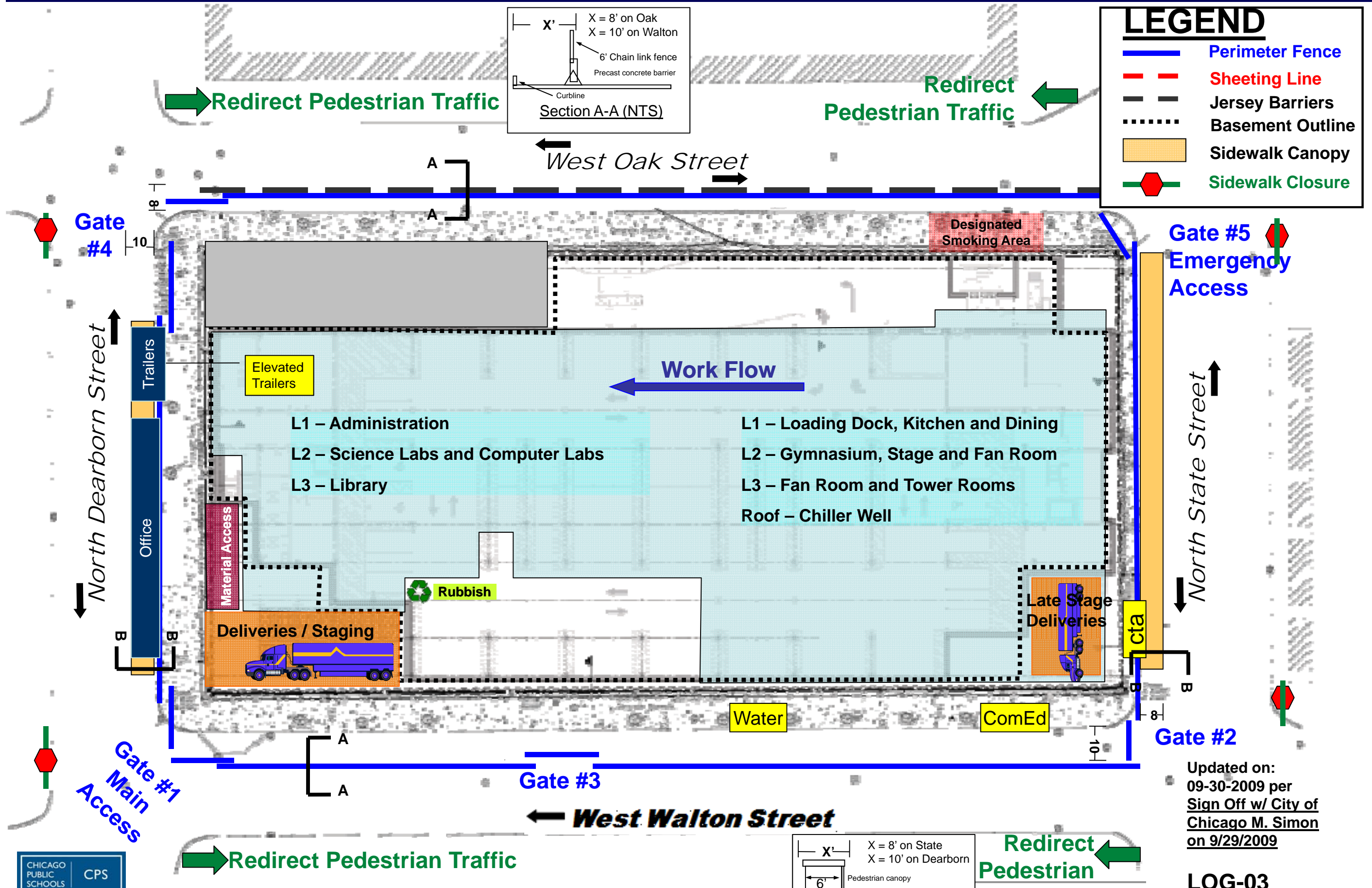
Work Hours: M-F 7:00am – 8:00pm, Sa (if needed) 7:00am – 5:00pm

LOG-02



**LEGEND**

-  Perimeter Fence
-  Sheet Piling Line
-  Jersey Barriers
-  Basement Outline
-  Sidewalk Canopy
-  Sidewalk Closure



Updated on:  
09-30-2009 per  
Sign Off w/ City of  
Chicago M. Simon  
on 9/29/2009

LOG-03  
**Turner**



Public Building Commission of Chicago

Phase 3: February 2011 to September 2011

Work Hours: M-F 7:00am – 8:00pm, Sa (if needed) 7:00am – 5:00pm

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

Document Submittal Checklist

Dated: \_\_\_\_\_

Two originals of the following documents are required at the time of bid opening. If all of the following items are not included, the bid will be none response and will not be considered. Please ensure that you have completed the forms and indicate such by placing and "X" next to each completed item:

1. \_\_\_\_\_ Completed Turner Construction Co. Bid Form
2. \_\_\_\_\_ Schedule 2 - Affidavit of Non-Collusion
3. \_\_\_\_\_ Schedule C – Letter of Intent from MBE/WBE to perform as Subcontractor, Sub-consultant, and / or Material Supplier. TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER
4. \_\_\_\_\_ Schedule D – Affidavit of Prime Subcontractor Regarding MBE/WBE Participation. TO BE FILLED OUT BY PRIME SUBCONTRACTOR
5. \_\_\_\_\_ Schedule E – Request for Waiver from MBE / WBE Participation
6. \_\_\_\_\_ Schedule 4 - Affidavit of Uncompleted Work
7. \_\_\_\_\_ Proof of Ability to Provide a Bond
8. \_\_\_\_\_ Proof of Ability to Provide Offsite Insurance
9. \_\_\_\_\_ Completed CCIP Form 1
10. \_\_\_\_\_ Wage rate sheets for any trades involved in your scope of work

Company Name: \_\_\_\_\_

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## 27. APPENDICES

### Subcontractor Safety Performance Requirements

#### Safety Orientation

#### Drug Testing

## 1. SAFETY IS EVERYONE'S CONCERN

The Public Building Commission and Turner Construction Company as the Construction Manager intend to adopt proper and positive Accident Prevention Program requiring subcontractors, their subcontractors and suppliers to comply with the safety rules and regulations set forth in this Program. **In the event of any inconsistencies and/or conflicts between or among the Contract Documents (including those provisions outlined within this Safety Program) and/or Laws, Codes and OSHA Guidelines, the more stringent of the provisions will apply.**

This Safety Program, along with any additions or modifications that may become necessary during the life of the project, should assist in keeping accidents to a minimum throughout the construction process. This Program is to be used in conjunction with the subcontractor's own program that is specifically tailored for this project.

All subcontractors and their employees engaged in work on this project must comply with all federal, state and local safety codes and regulations along with the recommendations of the Construction Manager.

We must realize that accident prevention is mandatory, beneficial to all, and the responsibility of every individual on this project, whether management, field staff, or any other position.

You, as an employer, have a responsibility to provide a safe and healthful work place for your employees, as well as others, in order to keep accidents to a minimum.

**Turner Construction Company views "Safety as a Value" on all projects and is proactive in establishing minimum performance expectations around all Safety programs.**

The Public Building Commission and Turner Construction Company request that you give your full support and cooperation to the Project Safety Program throughout the construction process. Failure to comply may result in termination of the subcontractor's right of entry to the project.

## 2. RISK AND SAFETY MANAGEMENT

This safety program embodies the prevention of accidental injury, property damage, fire damage and hazardous product occupational illnesses. There is no feature of our work that is of greater importance.

Turner Construction Company recognizes that the prevention of accidents is imperative and it is our policy to provide a safe workplace. All subcontractors employed on our jobs are expected to conduct their work in a safe manner. Each subcontractor has a contractual obligation to perform their work using safe methods in order to eliminate injury to employees, the public and damage to property.

Congress has recognized the importance of accident prevention by enacting the Occupational Safety and Health Act of 1971. It is the responsibility of all employers to comply with these and any like regulations that may be imposed now or in the future.

### 3. PLANNING

The establishment of a pre-job safety planning program for safety and hazard communication effectively prevents accidents. Awareness of potential loss-producing sources becomes a factor in the selection of work methods and equipment. The policy identifies the method of Job Hazard Analysis and Pre-Task Planning that are required for each work operation not only by Turner but also each subcontractor, regardless of tier. The Job Hazard Analysis (JHA) and Pre-task Plan (PTP) will be submitted to the project team for review and comment.

This program will include, but not be limited to, the following essential steps:

1. Fact Finding -- Collect basic job information: methods, equipment, location, etc.
2. Analysis and Evaluation -- Spot potential sources of loss and determine priorities.
3. Job Hazard Analysis – For each phase or major type of work a JHA will be completed to identify: safety and health considerations, description of steps to be performed, hazards associated with each step, required action to eliminate or control the hazard, and supervision sign-off.
4. Pre-Task Planning -- Plan work with crews and identify hazards and required actions to eliminate or control the hazard at the beginning of each work shift. A copy of the PTP shall be kept near the work location and the original will be submitted to Turner on a daily basis. Turner will require subcontractors to submit copies of their Pre-Task Plans to the Project Superintendent and/or Safety Manager prior to work beginning.
5. Preplanning Meeting -- Alert staff of potential sources of loss and develop plan to control them. A preplanning meeting will be held with each subcontractor prior to mobilization.
6. Follow Through -- Strive to carry out the plan successfully.
7. Drug Testing – All employees are required to comply with the Turner Drug Testing Program. Failure to participate in the program will disqualify individuals from working on this project. (See Subcontractor Substance Abuse Program)
8. Focus Team Hazard Review – A Focus team will be assigned to develop safe work practices to mitigate hazards that are identified during the pre-planning phase of the project. (e.g. shut downs, tie ins, start ups, lifts etc.) Participants in these focus groups will be project managers, superintendents and / or foremen.
9. Continuous Improvement Reviews – Turner will establish a system for conducting periodic, weekly to monthly, continuous improvement reviews with subcontractors. If contractors are chosen with identified program enhancement needs, formal corrective action plans are to be developed and monitored to ensure continuous program enhancements are completed.

### 4. GENERAL SAFETY PROGRAM

Accident prevention is the responsibility of each employee - neglecting safety is neglecting job responsibilities. The purpose of the safety program is to prevent accidents, outline duties and responsibilities of all parties, and to emphasize a plan for safety education to promote the identification and elimination of hazards.

The principles outlined in this program should provide a foundation for a safe working environment. Strict adherence to the intent of this program is to be considered a contractual requirement. Failure to comply could result in the Turner withholding payments.

### **Responsibilities of All Project Employees**

- Perform work to prevent accidents to themselves, fellow workers, general public, and property.
- Alert supervisors to dangerous situations.
- Cooperation and compliance with principles of the Safety Program and all OSHA Federal, State and Local Codes and Regulations and their company's Safety Program.
- Safe utilization of all tools and equipment after receiving the proper training.
- Attend weekly Tool Box talks.
- Alert foremen or the appropriate supervisory personnel immediately of any accident.
- Wear required protective equipment such as proper clothing, proper work shoes, hardhat, safety glasses, hearing protection, respirators, and safety harnesses. **Hardhats, safety glasses and proper footwear, and hi-visibility vests** must be worn at all times while on this project. The wearing of gloves is strongly recommended for certain tasks.
- Tennis shoes and the like are not permitted on the Jobsite. ANY personnel found wearing less than proper work shoes will be escorted from the site until such a time the Proper Protective shoes are utilized.
- Each employee is responsible for learning and abiding by those rules and regulations which are applicable to the assigned tasks and for reporting observed or anticipated hazards to their immediate Supervisor. If the hazard is not immediately corrected, the affected employee will report the hazard to the Turner Construction Company.
- Employees will observe standards of behavior and conduct their work in a manner to avoid offending any Owner employees or visitors.

### **Responsibilities of Subcontractor's Safety Representative**

In the absence of an assigned employee, the subcontractor's lead person, foreman, or superintendent onsite will automatically assume the responsibility.

- Assist the Construction Manager Turner Construction Company in the recognition and correction of hazardous situations.
- Conduct Tool Box Meetings on a weekly basis.
- Issue minutes of the Weekly Tool Box Meeting to Turner Construction Company each week.
- Effectively utilize and train your employees in preplanning, recognition and correction of hazards.
- Report all safety related matters to Turner Construction Company.

- Will be responsible for contractor accident reporting.
- Ensure that their employees and subcontractors' comply with their company's safety program, all Federal, State, and Local Codes and Regulations, and the project safety program
- Attend Project Safety Meetings monthly and ensure that lower tier subcontractors are in attendance.
- A safety representative will be assigned by each subcontractor to assure the safety and health of the personnel employed by their company.
- Each Safety representative has the right and authority to stop any and all hazardous work being performed by their employer whenever imminent danger to life and health exists.
- The Subcontractor will ensure that each employee under his or her supervision has received the initial project safety orientation provided by the Construction Manager. This does not relieve the trade contractor of any responsibility to properly orient and train their employees for specifics of their work.
- Will supervise the instruction and training of new employees either personally or through delegated experienced persons until the new employee satisfactorily demonstrates their ability to perform the work in a safe and efficient manner. Instruction and training of employees is a requirement of OSHA and will be enforced on this project.
- Will have his/her company's employees notify him/her and/or their direct supervisor work areas where they believe protective devices are required.
- Will be responsible for ensuring that a competent person is present and responsible for standards requiring such.
- Will be responsible for completing Pre-Task Planning forms on a daily basis for their work crew.

##### **5. BASIC PRINCIPLES OF THE SITE SPECIFIC SAFETY PROGRAM FOR ALL SUBCONTRACTORS**

1. The site plan will be reviewed for the existence of underground utilities. The locate company, Digger, will be contacted prior to any excavation or underground work. In addition, before cutting through concrete slabs, ground-penetrating radar will be used to ensure that no existing utilities are present. Other areas as determined by the Project Superintendent may require the use of ground-penetrating radar.
2. The piping work to be completed in the shafts will require the use of fall protection system.
3. All trenching and excavation work will comply with OSHA standard 29 CFR 1926.650. Contractors who may expose their employees to the hazards of trenches or excavations will provide a competent person by OSHA definition to inspect these areas to ensure compliance with the standards. 100 % fall prevention is required when working adjacent to excavations greater than 6' in depth. For all excavations 4' in depth or greater, where hazardous material may exist, the atmosphere shall be tested.
4. The project site will be reviewed for environmental conditions that could present a hazard to employees working on the site or the public. Areas to be reviewed include asbestos, lead paint, etc. The Phase 1 and Environmental Survey reports will be reviewed before work begins.



6. A Pre-construction survey of surrounding property existing conditions will be completed to ensure that construction activities do not cause any damage.
7. A pre-mobilization conference will be required with each new contractor prior to coming on the site. Attendance by the Project Manager and/or Principal in Charge and Project designated Safety representative is required.
8. Each Contractor will enforce the wearing of ANSI Z89.2 approved hard hats during the total construction of this project and will remove from project permanently anyone from his forces not complying with this requirement.
9. Each Contractor will enforce the wearing of ANSI Z87.1 approved safety glasses during the total construction of this project and will remove from project permanently anyone from his forces not complying with this requirement. Note, prescription glasses must meet the requirements of ANSI Z87 (most recent version), or be covered with over-the-glass safety glasses or face shield.
10. All personnel will wear shirts, long trousers and proper shoes at all times. No shorts, tennis shoes, tanktops, etc., will be permitted.
11. Highly Visible/Reflective Safety Vest w/Company Logo clearly identifiable is to be worn by all Workers at all times while present on the work site. Bright T-Shirts are an acceptable alternate with prior approval of the color and visibility features from Turner.
12. There are many safety factors involved with portable aluminum and other lightweight metal ladders. Metal ladders of any type and painted wooden ladders will not be permitted on this project. The only exception will be the metal ladders that are commonly used with steel erection. These ladders will only be allowed for work associated with the steel erection.
13. Special precautions must be taken for all demolition work.
14. Each Contractor is responsible for all his subcontractor's and supplier's, regardless of tier, compliance with the Project Safety Program and all Federal, State and Local Codes and Regulations. Delivery personnel will not be allowed on the site without complying to these codes/regulations.
15. Any person not directly involved with the on-site construction of this project must not enter the site without first going to the Construction Manager's job office and signing a visitor's release and obtaining a hard hat and safety glasses which is to be returned to the Construction Manager the same day. All visitors to the project will wear hard hats, safety glasses and proper footwear. Anyone not conforming to these requirements will be considered to be trespassing and will be removed from the jobsite.
16. All heavy equipment used on the site must be equipped with back-up alarms including delivery vehicles. If a vehicle does not have back up alarms, a spotter must be used to eliminate the hazard.
17. Public protection signage and proper exit signs will be placed at required locations on the project. Jersey wall barriers will be placed on West Oak Street for protections. Sidewalk Canopies will be installed on North State Street, West Walton Street, and North Dearborn Street for overhead protection of the public. An evacuation plan and routes will be posted near the designated elevators used by construction personnel.
18. Impalement protection must be installed and maintained for all impalement hazards including but not limited to rebar, conduit, and pipes.

19. The Structural Steel Erector, Concrete Contractor, Roofing Contractor will be required to submit a plan that includes temporary bracing, fall protection, erection sequence, and the steps included in the erection process as part of its Project Specific Safety Program.
20. The Masonry Contractor and Earth Retention Contractor will be required to submit a site specific fall protection plan for the project.
21. A pre-mobilization meeting must be scheduled a minimum of ten workdays prior to the mobilization of a crane on the jobsite. The purpose of the meeting is to identify areas for the crane to set up, the location of underground and overhead utilities, and the location of backfilled excavations along with the exchange of documentation and safety features on the equipment.
22. All subcontractors will submit their company's Project Safety Program to Turner Construction Company in writing prior to the start of their work. This program will list the positive steps the subcontractor intends to utilize for the prevention of accidents to their employees, other contractors and the public specifically for this project.
23. Cranes on the jobsite will be required to have capacity/swing/boom data present at all times. Contractors are required to flag off the area of the boom/counter weight swing radius and all pinch points. Prior to use the contractor must provide Turner Construction with an annual crane certification. All cranes will be provided with an Anti-Two-Block Device which will prevent an overhaul of the load line.
24. Operators, riggers and signal personnel are to be duly trained and experienced with the crane. Each subcontractor will designate a Competent Person to supervise all crane operations. Two independent checks of the rigging before a lift will take place. Critical lift meetings to take place at least one week prior to the lift with documentation submitted to Turner.
25. When loads are being hoisted, all personnel are to be prevented from walking under the lift.
26. Pre-lift plans will be required for loads that may expose any employee or member of the public to the hazards of dropped loads. Lifting loads over occupied or temporary structures is prohibited. Heavy lifts will need to be conducted off-hours.
27. Bundles of metal decking or small material will be so secured as to prevent their falling out from the rigging. All metal decking will be secured in place as soon as practical but in no instance will decking remain unsecured at the end of the workday.
28. During the escalator demolition and subsequent deck in-fill, a fall protection system will be installed prior to work beginning.
29. Independent life-lines for each worker on a swing stage scaffold are required. They shall be secured to a firm anchorage point separate from the scaffold anchorage.
30. Guardrails will be required on all scaffolding 6 feet or more in height. Cross bracing is not considered to be adequate for a guardrail. Proper ladder access will be provided to all scaffolds. Base plates will be used with all tubular frame scaffolds. Scaffolds greater than 30 feet in width or 26 feet in height will be adequately secured to a structural member.

31. No subcontractor will permit his employees to use another contractor's scaffold without the written permission from the Owner of the scaffold. All scaffolds will be checked daily and before each use for safety compliance. No scaffold will be left at anytime in an unsafe condition and will be removed immediately if not to be used again.
32. All extension cords, cables and hoses will try to be maintained at least 8 feet above the working floor.
33. Vertical safety netting will be required on the perimeter of the building of a height not less than 60 inches. Vertical perimeter debris netting will be established and maintained at all elevated levels where there is exposure to the public or adjacent property.
34. No material will be stored with 6 feet of a floor opening or 10 feet of the perimeter of the building. For assistance with storage location, contact Turner Construction Company.
35. If for any reason, a subcontractor must remove a cable, barricades or any other safety related item in order to perform his work, it will be the responsibility for that contractor to replace them when the work is completed and ensure the safety meets the requirements before leaving the area. Failure to comply with this directive could result in removal from the project.
36. Each subcontractor will be responsible for maintaining general housekeeping in his or her work area. This will include the transportation and disposal of accumulated rubbish into a common dumpster at grade level. Work areas to be kept broom clean on a daily basis.
37. Each subcontractor will be responsible for storing materials off the ground whenever possible including tools and small materials that can become a tripping hazard.
38. Subcontractors are to coordinate with Turner Construction Company prior to loading floors with materials.
39. All scaffolds must be erected and dismantled under the direction of a competent person. Fall protection will be required during the erection and dismantling of all scaffolds.
40. All scaffolds will have a tagging system to identify scaffolds that have been inspected, are deficient or areas where additional means of fall protection should be provided. Inspections should be made by "competent persons", as defined by OSHA, before each work shift.
41. If workers are working from a rolling scaffold, then the casters will be locked. Outriggers will be used with rolling scaffolds whose height exceeds 4 feet. Horizontal diagonals will be used on rolling scaffolds to keep the scaffold square.
42. Shoring systems for concrete formwork will be designed by a licensed structural engineer. Drawings of these systems will be maintained on the project.
43. The Concrete Contractor is responsible for the installation and maintenance of guardrails on forms that conform to OSHA standards prior to, while and after concrete is placed in the forms.
44. It is the responsibility of the Concrete Contractor to neatly stockpile all form material in consolidated, neat piles. Clean up and stock piling of form materials includes the removal of nails from previously used materials.

45. Hot work permits will be required on this project.
46. Any perimeter work where there is a chance of falling objects, sparks, etc., will require flagging/barricades below with a flagman/fire-watch or other overhead protection. This will include decking, coring holes, curtain wall, stone and roofing operations of the project.
47. Contractors that are welding on this project will utilize flash shields in all directions that are or may be exposed to other worker's site lines.
48. All flammable and combustible materials storage in accordance with OSHA requirements. A location will be designated and noted on the site logistics plan.
49. Ground fault circuit interrupters (GFCIs) will be provided on all temporary electrical receptacles by the electrical contractor. All ground fault circuit interrupters will be inspected on a monthly basis by the electrical contractor. Records of these inspections will be provided to the Construction Manager. Damaged equipment will be replaced. Records of these tests will be provided to the Construction Manager. Flat extension cords are not permitted on this project. All cords, tools, and equipment will be inspected daily for damage and removed from service if damaged. Improper equipment may be confiscated or made permanently inoperable by the Owner or Construction Manager.
50. Lockout/Tagout procedures for all equipment shall be locked out or tagged out to protect against incidental or inadvertent operation when such operation could cause injury to personnel. The Contractor completing the work, which requires lockout/tagout, is solely responsible to notify all affected employees, implement these procedures, along with their own company procedures, and to get approval from Turner Construction Company prior to the operation commencing.
51. Contractors are required to follow all parts of the NFPA 70E Standards for Electrical Safety in the Workplace.
52. All chemicals to be used on this Project that have been determined to be hazardous under the Federal Hazard Communications Standard, will be labeled and accompanied by a Materials Safety Data Sheet (MSDS).
53. Hard hats, safety glasses, and proper work boots will be required during the construction of this project.
54. Temporary lighting will be provided in all other areas to meet OSHA standards.
55. Concentra Medical Services located at 1230 West Lake Street will be the designated medical facility for this project. Drug testing for pre-job and post accident will be conducted at this location.
56. An employee orientation is required for all new workers on the project and will include the Turner orientation video and the highlights of Turners safety policies and procedures. Hardhat stickers will be issued to all workers after they complete the project orientation and sign the orientation form. Turner management staff shall provide an overview and emphasize the goal of zero incidents at all orientation sessions.
57. The Turner subcontractor substance abuse policy is part of this project and a drug screening will be conducted for all new workers. The subcontractor shall be responsible for all related costs.

58. Each one of Turner supervisors who works on the project must possess a federal OSHA 30 Hour Card.
59. All subcontractors will be required to have one OSHA 30 hour trained employee on the jobsite at all times. Two 30-hour employees required for contracts over 5 million dollars.
60. Each subcontractor, regardless of tier, will have at least one qualified CPR/first aid person present on the jobsite at all times.
61. All subcontractors must submit their site specific safety program to Turner before beginning on site.
62. Preplanning meetings with subcontractors is part of the site specific safety program.
63. Special considerations will be made of any work that takes place outside of the designated work areas.
64. There are many safety factors involved with portable aluminum or other lightweight metal ladders. Metal ladders of any type will not be permitted on this project.
65. All personnel will wear shirts, long trousers and proper work boots at all times. No shorts, tennis shoes, tank tops, etc., will be permitted.
66. Low velocity powder actuated tools only will be permitted on this site. This is defined as that where the stud or pin has a velocity of 300 feet per second when measured 6-1/2 feet from the muzzle of the fastening tool. All operators of any powder-actuated tool must carry a current certification from the manufacturer of the tool in use. Proper PPE is required and disposal of cartridges.
67. Alcoholic beverages or illegal drugs will not be permitted on this project.
68. Walkman type radios with earphones will not be permitted on this project.
69. All floor openings/cores holes cut in by subcontractors are to be covered/barricaded properly immediately by the subcontractor cutting the hole/opening. Floor hole covers will be properly secured and identified by "Floor Opening Do Not Remove" Sludge left behind as a result of the core drilling is to be removed immediately to prevent slipping/tripping hazards.
70. Any floor opening greater than 2" in diameter, but not larger than four square feet (4 SF) may be protected by a cleated plywood cover a minimum of 5/8" thickness or other equivalent means. The cover will be clearly labeled "Floor Opening Do Not Remove." Furthermore, the protection must be maintained by the contractor who created the opening.
71. Floor and roof openings larger than four square feet (4 SF) will be protected by the contractor that created the opening, and the protection maintained until such a time that his forces are no longer on site. This does not include protection during steel erection. Openings larger than four square feet will be covered by one of the following methods:
  - a. Guardrails and toe-boards which meet OSHA requirements.
  - b. Other methods submitted to the Construction Manager for review in advance.
72. All work performed in or adjacent to public spaces will be required to have barricades separating the public from the work. Warning signs will be posted so as to inform the

- public of hazards. Flagmen are to be provided when necessary. All public areas are to be kept clean/clear of debris and materials and tools at all times.
73. For emergency purposes, each subcontractor will submit a list to Turner Construction Company of key personnel who are empowered to make key decisions in an emergency or crisis situation. This will include home phone numbers and cell phone numbers.
  74. Subcontractors will provide copies of all accident/incident reports to Turner Construction Company the same day of the accident/incident. Subcontractors shall report and document all potential hazards, unsafe conditions, and unsafe acts through a near-miss program. All near miss reports will be provided to Turner.
  75. In renovation and/or alteration work, identification of unmarked pipes must be made prior to any demolition or work being performed.
  76. Subcontractors that are welding on this project will utilize flash shields in all directions that are or may be exposed to other worker's site lines. Furthermore, work will be stopped for failure to provide adequate shielding.
  77. Storage of L.P. gas bottles inside the building is prohibited. All L.P. gas bottles are to be removed from the building at the end of each workday. This requirement pertains to both full and empty bottles.
  78. OSHA Standards require that all sources of energy (electrical, mechanical, hydraulic, pneumatic, kinetic) be brought to a "zero energy state" before work is done on equipment. All subcontractors are to follow the Lockout/Tagout Standard 1926.417. There will be no work on live electrical circuits on this project. If there is no other way of doing the work the Construction Manager will be notified and proper procedures will be developed.
  79. All demolition work, concrete/masonry saw cutting, coring (if allowed), etc. will be performed wet or in a manner to minimize airborne dust and debris. Subcontractors planning on performing this type of work will submit, as part of their safety program, means and methods that they are planning to utilize to conform to this requirement. Signs will be posted as required. . It is also this subcontractor's responsibility to protect adjacent areas and work from damage resulting from this work.
  80. No plastic gasoline containers will be allowed on the project. Fuel storage containers will be labeled will be explosion-proof and will be self-closing.
  81. .Each subcontractor working with silica containing products shall be trained by the Contractor in the hazardous effects of being exposed to silica dust. All individuals performing tasks involving sanding, chipping, grinding, scraping, cutting or drilling are required to be trained in the proper use of such tools, in addition to the proper methods of reducing or eliminating silica dust. All work must comply with OSHA Standards.
  82. Hoisting of multiple bundles of material at the same time is not allowed.
  83. If an extension cord is plugged into permanent power, OSHA considers this temporary and a portable GFCI must be used to protect a worker from the possibility of electrocution. Portable GFCI devices are to be furnished by each contractor for the use of that contractor's forces.
  84. Any work involving hazardous locations that may be out of the normal construction process will require training before starting the work.

85. Special precautions will be taken for all work adjacent to the CTA.
86. Subcontractors will provide copies of all accident/incident reports to the Turner the same day of the accident/incident.
87. No material will be stored within 6 feet of a floor opening or 10 feet of the perimeter of the building. For assistance with storage location, contact the Construction Manager.
88. If lookouts are used, a structural engineer will design them to ensure that all requirements are met.
89. Gasoline and diesel powered engines are prohibited in enclosed areas. Subcontractors utilizing hoists, lifts and other equipment must utilize L.P. gas or electric units to prevent any accumulation of carbon monoxide
90. Each subcontractor will be responsible for conducting continuous daily surveys of their operations to insure they are aware of the probable sources of potential injury or loss due to unsafe acts or procedures.
91. A "written critical lift plan" is reviewed and approved by Turner prior to any "Critical Lift" including any lift exceeding 75% of the rated capacity of the crane.

### **Environmental – Silica**

Contractors will submit their silica protection program for review by the Construction Manager prior to the pre-construction conference. As a minimum the contractor's silica protection program will comply with OSHA regulations and will address the following items:

State of the contractor's commitment to prevent silicosis and to comply with OSHA's standards.  
Description of air monitoring to determine the silica levels generated by tasks to provide a basis for:

- Selecting engineering controls,
- Selecting respiratory protection,
- Selecting work practices to reduce dust, and
- Determining if a medical surveillance program is necessary.

Description of engineering controls which are proposed for the project to eliminate or reduce the amount of silica in the air and the build-up of dust on equipment and surfaces.

Description of less hazardous materials than crystalline silica which are proposed for abrasive blasting and automatic blast cleaning machines or tools to be utilized.

Description of high-efficiency particulate air filter vacuums to be used by employees and work practices to vacuum, hose down, or wet clean work areas and equipment.

Description of warning signs and other barriers proposed to identify work areas where respirable silica may be present and to limit access to only authorized employees.

Description of personal protective equipment and clothing to be provided to employees and changing facilities if necessitated by the level of silica dust exposure.

Certification of training provided to employees about health effects of silica exposure, engineering controls and work practices that reduce dust, the importance of maintenance and good house keeping,

as well as the proper type and fitting of respirators; and include a statement that the employee is or is not enrolled in a medical surveillance program.

## **SAFETY MEETINGS**

Safety will be a regular discussion item at the Weekly Subcontractor Coordination Meeting. All subcontractors will have a representative present at this meeting.

Agenda for the safety portion of the meeting will be causes and corrections of accidents/near misses that have occurred since the last meeting, existing hazards in need of immediate correction, potential hazards involved in the work expected in the next two weeks, and methods of eliminating or protecting against them, and conditions and/or actions that may affect the public and premises, including occupants and methods for handling them.

Project Wide Safety Meetings: Turner will hold a Project Wide Safety meeting on a monthly basis. Mass safety meetings are a great opportunity to communicate key focus areas quickly and efficiently to the entire work force. Typical topics for mass safety meetings include safety focus areas, current hazards and Turner "Just in Time" training programs.

Craft Luncheons: Turner will conduct a Craft Luncheon on a determined basis if the project goes without a recordable incident. The purpose of this meeting is to reward workers for safe performance and to generate an open environment for candid discussion on project status, particularly on safety issues. The workers will be encouraged to give honest feedback to the project management team for areas of improvement, policy, hazards, etc. It is the role of management to act quickly and in a visible manner to any commitments made at these lunch meetings.

5 Worker Safety Lunch: The project Superintendent will establish a 3-5 worker safety lunch to set an open environment for candid discussion on areas of improvement on the project for safety related issues. Action items will be created from the meetings.

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## **Weekly Tool Box Talks**

Each subcontractor will hold Weekly Tool Box Talks. The Subcontractor's Safety Representative will chair talks. Weekly Tool Box Talk Minutes will be copied to the Construction Manager each Friday by 3:00 P.M. Turner reserves the right to withhold Monthly Progress Payments if minutes are not submitted.

The weekly minutes will contain the following:

- Name of subcontractor and date.
- Name of subcontractor's safety representative.
- Printed name and signature of all employees attending and the name of the first aid person.
- Number of employees on their payroll that day.
- Subjects discussed.
- Safety observations and comments from employees.



## INJURY REPORTING REQUIREMENTS

Turner maintains written guidelines for reporting and investigating subcontractor incidents resulting in injury. To provide an effective tool for identifying root causes of incidents and implementing corrective actions, a formal incident review will be held to identify the root cause and casual factors of all incidents **including near misses**.

If a subcontractor employee is injured:

- Provisions will be made by each contractor for immediate and proper first aid and/or doctor treatment for every work injury. Injuries may be referred to the hospital emergency room.
- Turner Construction Company is to be notified immediately (within one hour) of any accident/incident.
- One copy of each accident/incident report involving a subcontractor's employee will be forwarded to Turner Construction Company the same day of the accident/incident.

If a member of the public is injured:

- Immediately notify the Turner Construction Company.
- Send public liability report to your insurance carrier promptly and forward one copy of the report to Turner Construction Company.

All accidents and incidents including near misses that occur on the project must be investigated before the end of the workday or shift during which the accident/incident occurred. The results of the investigation, including identification of root cause (s) and preparation of a corrective action plan must be documented in a written report completed and provided to Turner Construction as soon as possible, but in any event, not later than (1) working day of the accident/incident.

### Call Response Matrix

Project Superintendent

Turner Project Manager / Project Executive

Owner Representative

## FIRE PREVENTION PROGRAM

### **Purpose**

We are all cognizant of the dangers associated with fire and all employees have a vested interest in a fire prevention program. The following is a guide, in no way complete, setting forth minimum standards to aid in preventing losses as a result of fires or gases associated with combustion.

The principles outlined in this program should provide a reasonable chance for a fire free job. Strict adherence to the intent of this program is to be considered a contractual requirement.

### **Shanties And Trailers**

1. Shanties will be constructed using only fire retardant materials and all glass will be wired glass. As a minimum, any lumber used in shanty construction will meet the American Wood Preserves Association's Standard C1, C20 and C27 and will bear certificates of performance. Most local Fire

Departments will not permit the use of flammable material for shanty construction, even before occupancy. Sprinklers may also be required. The contractor should be prepared to meet the Fire Department's requirements when constructing a field shanty.

2. All materials will have a flame spread rating no greater than 25 (ASTM Standard E84) with no evidence of progressive combustion for at least 30 minutes.
3. All shanties will be located at least 10 feet from materials which present extraordinary fire hazards.
4. Each shanty and gang box will have at least one 20 lb. ABC fire extinguisher in good working order with prominent signage denoting location.
5. Rubbish will not be permitted to accumulate within areas adjacent to any shanty.
6. No oily clothes, oily rags, or fuels will be stored in shanties.
7. All shanties will be constructed in such a manner that a shanty fire will cause no damage to permanent construction and installations.
8. Shanties will be continually policed by their occupants to prevent accumulation of combustibles such as lunch wrappers and newspapers in and around their shanties.

#### **Fire Prevention**

1. All temporary electric must be in accordance with all existing codes, **OSHA regulations and project requirements.**
2. Storage of any material within 10 feet of fire hydrants is strictly prohibited. All Fire Department Siamese connections/temporary standpipes must be kept clear at all times.
3. Work areas will be policed on a regular basis to prevent accumulation of combustible materials.
4. No motors or machinery will be left running unattended during non-working hours, except as specifically directed by Turner Construction Company.
5. All heating equipment will have necessary safety devices and will be wired, piped and operated according to all applicable codes, rules and regulations.
6. All tarps and blankets will be of fire retardant materials.
7. All fuel and solvent containers will be placed on drip pans.
8. No open burning or fires will be permitted on site. Anyone doing so is subject to immediate and permanent dismissal.
9. No solid fuel (i.e., coke, etc.,) will be permitted on the site.
10. Standpipe systems will be kept as close as possible to progress of the structure and prevented from freezing.
11. **20 lb. ABC** fire extinguishers will be placed and maintained on the job in conspicuous locations. These fire extinguishers will not be moved or discharged except for fighting a fire. Anyone

discharging an extinguisher as a prank will be subject to immediate and permanent dismissal and the subcontractor will be held responsible for any damage or costs associated with this action.

12. Each subcontractor will provide additional fire extinguishers when they are engaged in fire susceptible activities (i.e., welding and burning, heaters in use, tar kettles and paint storage).
13. Upon discharging of a fire extinguisher, notify the Construction Manager immediately so that proper steps can be performed to energize the extinguisher for future emergencies.
14. All gas bottles such as propane, oxygen and acetylene will be stored and tied in a vertical position in areas designated by the Construction Manager. All stored bottles will be capped. Propane will not be stored indoors.
15. All gas bottles in use will be tied in the vertical position and capped at the end of the working day.
16. All oxygen and acetylene in use will be in proper carts with required separations.
17. During welding or cutting operations, a fire watch (1/2 hour) will be required and it will be the responsibility of the subcontractor performing this work. Each welding cart must have an attached fire extinguisher. Fire blankets must be used to contain welding sparks.
18. All acetylene and fuel gas cylinders will be separated from oxygen cylinders during storage by a minimum of 20 feet or by a non-combustible barrier of at least 5 feet high with a fire resistant rating of at least one half hour (ANSI Z49.1).
19. Each subcontractor performing welding, burning, grinding, cutting or other tasks considered as "hot" work will provide a worker (dedicated to perform no task other than that of fire watch) with a 20# ABC fire extinguisher for the entire duration of the operation and for one hour following the completion of the operation.
20. Each subcontractor performing welding, burning, grinding, cutting or other tasks considered as "hot" work will obtain the **proper permits** from Turner Construction Company.

### **Fire Fighting**

Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is the most critical to **avoiding excessive water damage later. The safety of construction personnel must not be compromised to fight a fire.**

If a fire occurs, notify the local fire department (telephone number is posted at all phones) and the Construction Manager.

Extinguish fire with a non-combustible such as sand or an available fire extinguisher.

Remove or shut off fuel supply if possible, such as removing debris or stored material or shutting off propane, etc.

### **Temporary Heat**

1. All heating equipment will be wired, piped and operated in accordance with all applicable codes and regulations and as approved by the Construction Manager's Project Superintendent.
2. Fire watch personnel must be provided (by the subcontractor requiring the temporary heaters) if proper certifications for the equipment stating that the equipment does not require supervision cannot be provided to the Construction Manager.
3. A Temporary Heat Program must be submitted to the Construction Manager for review a minimum of sixty (60) business days prior to the equipment being delivered to the project. At a minimum the Temporary Heat Program must identify the fuel source, electrical requirements, manufacturer/model number, and number and ventilation requirements for the equipment that is being proposed.

### **Ground Fault Protection Program**

The electrical contractor providing temporary electric services will furnish and install 120V single phase 15 & 20 amp receptacles that have approved ground fault circuit interrupters for personnel protection complying with OSHA regulations part 1926.404 (b) (1) (ii) for all temporary electric.

The **electrical contractor** will conduct **monthly testing of all GFCIs and record as such**. These records will be submitted to the Turner Construction Company at the Contractor Coordination Meeting.

All subcontractors are to verify that GFCIs are in proper working order prior to plugging into outlets. Any improper working devices are to be reported immediately to the Construction Manager.

The electrical subcontractor providing temporary electrical service is to respond immediately in the repair/replacement of improperly working devices.

Generators will have local ground fault protection. This requirement can be satisfied either through built-in protection (available on most new generators) or through the utilization of extension cords (pigtailed) with GFCI devices.

OSHA considers extension cords plugged into permanent receptacles as temporary power and a portable GFCI is required in this situation.

Temporary electrical and lighting systems will comply with current N.E.C. standards.

### **HAZARD COMMUNICATION PROGRAM**

**The principles outlined below have been in effect since the November 29, 1988 Federal ruling. Strict adherence to the intent of this program is to be considered a contractual requirement.**

#### **Purpose**

The Hazard Communication Program to be used on this project has been developed to insure that all of our employees are informed of the hazardous chemicals known to be present on the jobsite. All contractors, subcontractors, sub-subcontractors and suppliers will comply with all Federal/State OSHA Hazard Communication Regulations CFR 1926.21 (3) and the Hazard Communication Final Rule dated August 24, 1987, CFR 1926.59 and CFR 1910.1200 if applicable. Each jobsite will have a copy of the Hazard Communication Standard on file.

**Contractor's Responsibilities Are (But Are Not Limited To):**

- Submit all Material Safety Data Sheets (MSDSs) to the Construction Manager prior to use and bringing on site of the hazardous chemicals/materials.
- Must have all containers labeled with the OSHA required information for the container contents.
- Are fully responsible to train their own employees in their Hazard Communication Program.
- Keep their own Hazard Communication records.
- Comply fully with the Federal/State Hazard Communication Program.

**Material Safety Data Sheets (MSDS)**

Subcontractors are to submit to the Construction Manager Material Safety Data Sheets (MSDSs) for all hazardous chemicals/materials either going to be used or are being used on the jobsite. MSDSs should be exchanged at the weekly Contractor Coordination meetings. The contractor is required to provide the Construction Manager with a MSDS for any new material brought onto the site.

While all MSDSs may not be uniform in appearance, they must convey the same message:

- Identification of the product.
- Known acute and chronic health effects and related health information (target organ effects).
- Exposure limits (Threshold Limit Value (TLV)).
- If the product is a suspected carcinogen.
- Personal protective equipment to be used.
- Emergency and First Aid procedures.
- Identification of the party responsible for the MSDS.

**Container Labeling**

Under monitoring by the Construction Manager, subcontractors will supervise the delivery of their products to insure that all containers have OSHA required labels prior to being used. Mutilated labels will be replaced with OSHA required labels. Unlabelled or mutilated labeled containers will be removed from the jobsite if the labeling is not corrected within 72 hours from the delivery date. All secondary containers must be labeled by the contractor.

The subcontractor will verify that all containers are clearly labeled as to contents; appropriate warnings noted; and names and addresses of manufacturers. A written description of the labeling system used by

each subcontractor will be submitted to the Construction Manager along with written alternatives to the original label used. Labels may be in writing, pictures, numerical systems or any combination of the aforementioned. The message must be understood as to the nature of the hazard, personal protective equipment needed, parts of the body affected, and emergency procedures.

### **Training of Subcontractor's Employees**

The training of contractor's employees is the responsibility of the subcontractor. All training of new employees will be performed prior to their starting work. The training should include the following:

- Overview of requirements of the Hazard Communication Standard and the location and general content of the Subcontractor's Hazard Communication Program.
- How to read and understand Material Safety Data Sheets (MSDSs) and container/material labels. Where this information is located must be discussed.
- What hazardous materials they may be exposed to on the jobsite.
- What personal protective equipment must be used for various operations and how it will be used and maintained.

**In rehabilitation and/or alteration work, identification of unmarked pipes must be made prior to any demolition or work being performed.**

**Any work involving hazardous locations that may be out of the normal construction process will require training before starting the work.**

### **FALL PROTECTION PROGRAM**

On February 6, 1995, OSHA started enforcement of its CFR 1926 Subpart M Fall Protection Standards. These standards apply to all contractors. All contractors, including steel erectors and metal deckers, must provide fall protection when working at heights of 6 feet or more.

Each subcontractor is responsible for protecting its own employees by using conventional means of fall protection such as standard guardrails or perimeter cable. The maintenance of this protection must also be included. If a subcontractor's employee cannot be protected by conventional methods, then adequate preplanning must be conducted to provide for anchorage points capable of withstanding 5000 lbs. and safety harnesses and shock absorbing lanyards for these employees. Perimeter protection is not designed to withstand 5000 lbs. but is designed for 200 lbs. Perimeter protection should not be used as an anchorage point unless it has been designed to withstand 5000 lbs.

All floor openings exceeding 2 inches in diameter will be covered, barricaded, or otherwise properly protected. Covers will be designed to withstand twice the weight of workers, equipment, and materials. Covers will be secured against displacement. All covers will be marked with the words "FLOOR OPENING DO NOT REMOVE".

Each subcontractor employee exposed to fall hazards must be trained in the recognition of fall hazards, the avoidance of fall hazards, the purpose, use, and requirements of conventional fall protection methods, and the use, inspection, and care of safety harnesses and shock absorbing lanyards.

Since subcontractors are experts at their specialized trades, they will provide the Construction Manager with their **own Fall Prevention Program**, which describes the methods that they intend to use to provide adequate fall protection for each contractor's specific operations. Do not confuse this Fall Prevention Plan with the Fall Protection Plan described in the Fall Protection Systems section of this program.

Subcontractors are expected to provide the Construction Manager with documentation that their employees have been adequately trained to comply with Subpart M.

The following is a list of several work areas where fall protection would be required and an example of a type of protection that may be used.

<b>EXPOSURE</b>	<b>CONTROLS</b>
Unprotected sides and edges 6 feet or more above a lower level	Guardrail systems, safety nets, personal fall arrest systems, scaffolds, ladders, or aerial lifts.
Leading edges 6 feet or more above a lower level	Guardrail systems, safety nets, personal fall arrest systems, scaffolds, ladders, or aerial lifts.
Hoist areas	If protection must be removed for a worker to reach out to receive the load then a personal fall arrest system will be used.
Excavations exceeding 6 feet in depth	Guardrail systems, fences, or barricades.
Overhand brick laying	Guardrail systems, scaffolding, or personal fall arrest systems.
Roofing work on low-slope roofs	Guardrail systems, safety nets, or personal fall arrest systems.
Steep roofs	Guardrail systems with toeboards, safety net systems, or personal fall arrest systems.
Precast concrete erection	Guardrail systems, safety net systems, or personal fall arrest systems.
Wall openings where the inside bottom edge is less than 39 inches from the inside walking / working surface	Guardrail systems, safety net systems, or personal fall arrest systems.

### **Fall Protection Systems**

Guardrail system consists of a top rail at approximately 42 inches, midrail approximately at 21 inches, and a toeboard approximately 4 inches in height. If wire rope is used for top rails and midrails its diameter must be 3/8" inch nominally. Wire rope must be flagged not less than every six feet.

Safety net system will be installed as close to the walking/working surface as possible, but no more than 30 feet below such level. Safety nets will be so installed with sufficient clearance underneath to prevent contact with the surface or structures.

Personal fall arrest system consists of a safety harness, lanyard with locking snaphooks, and an anchorage point capable of supporting at least 5000 pounds. A variety of other components can make up this system such as retractable lifelines, rope grabs, horizontal life lines, vertical life lines, shock absorbing lanyards, and a variety of anchor points such as belts, clips, prefabricated holes in steel, and chokers.

Warning line system is used mainly for the protection of roof edges. The warning line must be erected on all sides of the roof work area and not less than 6 feet from the roof edge. All workers who go beyond the warning line must be protected with a personal fall protection system.

Controlled access zone restricts access to areas such as leading edges, overhand bricklaying operations, and precast erection to workers not associated with that operation. Control lines consist of rope, flagging, tapes, and stanchions.

### **Perimeter Protection**

A guardrail system of two (2) ½-inch diameter wire rope cables will be erected at approximately 42-inches from the floor deck and at the intermediate point immediately following the erection of beams and columns that are connected to provided adequate strength. All sequence breaks will require a two (2) cable assembly.

All connections will be with a minimum of two wire rope clamps.

Turnbuckles will be installed at suitable intervals to maintain the tightness of the wire rope but in no instance less than one per perimeter side.

All anchorage for the wire rope cable will be capable of withstanding a minimum of 200 pounds force if the wire is used as a guardrail system.

### **Erection Plan**

An erection plan will be prepared by the Subcontractor and reviewed with the Construction Manager's Project Safety Manager and the Construction Manager's Project Superintendent prior to start of work.

The erection contractor will have a qualified person prepare a site specific safety erection plan prior to the erection of structural members. This erection plan will be provided to the Construction Manager's Project Safety Manager.

The erection contractor's qualified person will approve all changes in the safety erection plan.

A copy of the erection plan will be maintained at the project site showing all approved changes.

The implementation of the erection plan will be under the supervision of a competent person.

A safe means of access to the level being worked on will be maintained. Climbing and sliding in columns or diagonals, is not allowed.

Containers, buckets, bags, etc. will be provided for storing or carrying bolts or rivets. When bolts, driftpins, or rivet heads are being removed, a means will be provided to prevent accidental displacement. Tools will be secured in such a manner to prevent accidental falling.

Lifeline attachments, dynamic fall restraints and other fall protection provisions will be considered during shop drawing preparation, will be incorporated in fabricated pieces and will have safety lines or devices attached prior to erection wherever possible.

A tag line will be used to control all loads.

For the protection of other crafts on the project, signs will be posted in erection area, "Danger Men Working Overhead" and "Only ironworkers allowed in this area". This will include shake-out areas, erection areas and load travel path from the storage area to the erection area.



When loads are being hoisted, all personnel are to be prevented from walking under the lift.

No one will be permitted to ride a lifting load under any circumstances.

When setting structural steel, each piece will be secured with not less than two bolts at each connection and drawn wrench tight before load is released.

Material will not be hoisted to a structure unless it is ready to be put into place.

Bundles of metal decking or small material will be so secured as to prevent their falling out from the rigging. All metal decking will be secured in place as soon as practical but in no instance will decking remain unsecured at the end of the work day.

Christmas treeing (multiple lifts) of no more than three pieces is allowed.

## **CONFINED SPACE PROGRAM**

### **Purpose**

The purpose of this section is to inform all subcontractors that work in these areas is critical and that proper procedures for confined spaces are to be followed. **Two areas on this project that will be classified as a confined space would include any work to be performed under the raised flooring and any work in a trench that is greater than 4' in depth.**

### **Procedures/Responsibilities**

The principle hazards in confined spaces are explosion, fire, and asphyxiation hazards. All subcontractors performing work in these areas are to follow confined space procedures as outlined by OSHA. A preplanning meeting will be held with all involved parties that are required to do any work in a confined space.

All subcontractors are responsible for training their own employees in the procedures pertaining to confined space work.

Subcontractors are responsible for assuring that confined spaces are free of dangerous gases as indicated by an approved test device prior to entering the space. Tests are to be repeated at regular intervals to be assured that dangerous gases are not collecting in the confined space.

Subcontractors are to provide proper ventilation as required for their employees during times when their employees are working in the confined space.

**Each subcontractor working in the Non-Permit Confined Space will provide an attendant at the access point to these areas. The attendant will have no other responsibilities than to remain in constant communications with the workers in the Non-Permit Confined Space. Subcontractors are responsible to provide their own means of rescue equipment.**

## **Battery Rooms and UPS (Uninterruptible Power Supply) Systems**

All Battery Rooms are extremely dangerous and should be treated as such by all Turner field personnel.

A word about why they are dangerous; typically these rooms contain 2 or 3 shelves or levels high of lead/acid type batteries, with a positive and negative post (terminal) and a vent port (which is also used to fill the battery with a liquid solution). There are many reasons why batteries “fail” and unfortunately when they do there is usually an explosion! Therefore there is danger to personnel if they happen to be in the room. They can be sprayed with an acid solution which can cause serious skin burns and also loss of vision if the acid solution hits someone’s eye. There is also a high probability of fire.

With this in mind, the following safety measures will be taken: 1) all personnel entering these rooms must wear Eye Protection (i.e. Safety Glasses with side shields); 2) no one is to enter the room alone 3) only personnel aware of the potential dangers shall enter these rooms; and 4) “No Smoking” signs must be posted. We should approach the access to these rooms in the same manner as we treat “confined spaces”. Lastly, Turner personnel should not enter these rooms unless there is a need to do so.

There are also best practice design issues we should look for. There should be an Emergency Eye Wash Station and an Emergency Shower to wash off any acid solution. There should be Two Means of Egress (exits) so that people are not trapped. There should be an Emergency Telephone. There should be a Hydrogen Monitoring Panel with a remote audible alarm that is interfaced with an exhaust system to remove hydrogen gas. New batteries give off high levels of hydrogen when they are initially charged and also when they are re-charged.

Many times in existing facilities work will need to be performed above the batteries (i.e. installing sprinkler piping). Trained Electricians Only must properly protect the top row of batteries. Plywood or particle board should be used and not drop cloths, visqueen, or tarps. Avoid creating sparks including those from static electricity or the use of an open flame since the gas generated by the batteries is highly explosive.

Refer to OSHA Regulation 1926.441 for additional information.

## **EMERGENCY PROCEDURES**

### **Emergency Telephone Numbers**

Emergency telephone numbers will be distributed to all contractors at the first project meeting and posted in the Turner office area.

### **Severe Weather Policy**

It is imperative to insure the safety of all employees that we have a designated meeting place and Action Plan to follow in case of severe weather. Tornadoes are a common occurrence, especially in the spring and fall. Every subcontractor’s employee should be familiar with these procedures BEFORE a tornado actually occurs.

In the event of a tornado or severe weather requiring action, the buildings emergency system will be activated.

All personnel are to move to a protected area.

All personnel should evacuate the construction trailers/shanties.

Subcontractor supervisors will be responsible for employee count to insure all personnel are present. So that everyone can be accounted for in these situations, always let your supervisor know when you are leaving your work area and where you are going.

### **Emergency Evacuation**

If you feel there is a need to evacuate the building in the event of a serious fire, explosion, chemical spill, etc., **ALERT MANAGEMENT IMMEDIATELY!** Notify the Construction Manager, or any Supervisor available. Management will take over from here.

The evacuation signal will be a constant pulsating blast of a horn.

All personnel are to evacuate the building and proceed to the designated meeting place.

**DO NOT PUSH, RUN OR PANIC.**

### **Use the stairs**

Once evacuation of employees has been completed, no employee should attempt to re-enter the building until so instructed by the Construction Manager.

Subcontractor supervisors are to be responsible for assuring all employees have been accounted for.

### **MEDICAL EMERGENCY PROCEDURE**

1. Make certain that the area is not hazardous. Eliminate any hazards if reasonable. Do not expose yourself or others to a hazard/hazardous situation.
2. Take immediate action to protect the injured from further injury (i.e. turn off machinery/equipment, secure unstable materials, etc.
3. Identify a specific individual to call 911 for professional emergency assistance from the Fire Department. Identify a specific individual to meet the rescue team at the Main Construction Entrance. When contacting the fire department, be prepared to provide the following information:
  - a. State: "There is an emergency situation at the construction site located at 24 West Walton Street". Make certain to explain that this is the location of a building under construction.
  - b. Cause of Emergency, i.e. fall from..., struck by..., electrocution, etc.
  - c. Number of people injured.
  - d. Type of Injuries, i.e. heart attack, broken leg, severe bleeding, breathing difficulty, unconsciousness, etc.
  - e. If the worker is in a position or location that will be difficult to access or will require additional manpower to recover, make certain to state this situation.
4. If you have been properly trained to do so, and if deemed necessary, start First-Aid procedures, as rescue breathing and/or CPR.
5. Notify The Construction Manager Immediately who will coordinate with site security.

**FIRE EMERGENCY PROCEDURE**

1. Call 911 for professional emergency assistance from the Fire Department. Be prepared to provide the following information:
  - a. State: "There is a fire at the construction site located at the northwest corner of Cermak and.\_\_\_\_"
  - b. Location of the fire, i.e. area and floor of the building.
  - c. Size of the fire, i.e. number of floors, number of rooms, etc.
  - d. Cause of fire, i.e. electrical, wood, chemical, fuel, explosion, etc.
  - e. Injuries or entrapment situation if applicable.
2. Identify a specific individual to meet the rescue team at the Main Construction Entrance
3. Assist in providing a clear path of access and egress for the Fire Department.
4. Be alert and follow instructions given by management and/or the Construction Manager.

**SAFETY TRAINING FOR ALL CONTRACTORS****Purpose**

- To inform all employees of the requirements of the Safety Program.
- To outline the safety duties and responsibilities of all parties on the project.
- To establish a mindset that puts safety as a foremost consideration in all aspects of the work.

**Contractor Employee Training**

All contractors will attend an orientation training session for initiation to the project site. Upon acceptance or a contractor bid, Turner Construction will request from the successful subcontractor the following elements

- Company Injury and Illness Prevention Plan
- Material Safety Data Sheets for all chemicals and materials to be used on the project
- Identity and Contact Numbers for person responsible for Environmental Health and Safety

- Identify Competent Persons as required by the OSHA standards.

#### Project Work Site Orientation

Turner will, prior to performance of any work on this project, provide each and all of Turner's employees and subcontractors with a work-site orientation and basic safety training as described below. Turner management staff shall provide an overview and emphasize project safety goals at all orientation sessions.

Turner will prepare and provide basic safety training to Turner employees and subcontractors, which includes, as applicable and necessary, but not limited to:

- Introduction to the Ogden Replacement Elementary School project site and house rules.
- Accident/incident reporting policy
- Personal Protective Equipment (PPE) policy for areas of the project
- Basic hazard communication (HAZCOM) training regarding hazards that exist in areas of the project where Work will occur
- Emergency procedures, including but not limited to, emergency phone numbers and evacuation routes and meeting points.
- Location of medical treatment facilities

Turner will prepare and provide basic safety training to Turner Employees and subcontractors, which includes, as applicable and necessary, but are not limited to:

- Review of Site Orientation training
- Specific house rules and Turner safety requirements and Project goals
- Housekeeping
- Emergency response, including the Turner crisis management procedures and muster point.
- Contractor's basic safety program, which shall include, as applicable, but not limited to, ladder safety, fall protection, chemical storage and handling, ergonomic awareness, fire prevention, lockout/tagout, grounding, confined space, flammable storage and handling, and electrical safety.

#### **Responsibility**

It is the responsibility of each subcontractor to effectively train its employees in all aspects of safety and all points outlined in this program.

All project site employees will be issued an identification badge and hard hat sticker upon completion of their initial safety orientation.

All persons without a hardhat identification sticker will report to the Construction Manager's office for verification of employment status and attendance at an orientation session.



## **CONCLUSION**

All subcontractors are responsible for instructing their employees in the recognition and correction of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.

Good safety practices carried out on this project will eliminate possible accidents and help us achieve our goal of zero incidents, which in turn will result in fewer dollars lost by the employers.

Neglecting safety is neglecting job responsibilities.

Please make it a point to implement the necessary procedures to assure a safe working environment for all employees on this job. Your cooperation is greatly appreciated.

When you have read the enclosed Safety Program, detach the following page and return it signed to Turner Construction Company.

As is required, please enclose a written copy of your company's safety program that you intend to enforce in the performance of your work on this project.

It is the policy of the Turner Construction Company not to require OSHA Compliance Officers to acquire a search warrant.

**CERTIFICATE OF COMPLIANCE**

**TO: Turner Construction Company**

We have read and will abide by and comply with the Project Safety Program for the **Ogden Replacement Elementary School** project. We will immediately correct any safety violations, including those noted by Turner Construction Company, during the course of our work on this project. We realize that it is our obligation as an employer to provide a safe and healthful workplace.

A copy of our safety program is enclosed. Our program complies with all Federal, State and Local Codes and Regulations and incorporates the Ogden Replacement Elementary School project as minimum requirements. A copy of our Safety Program will be made available for and discussed with all of our project employees.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Principal of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Foreman in Charge of Work

\_\_\_\_\_  
Date

**DETACH AND RETURN THIS PAGE**





**Code of Safe Practices Pledge**

Project Name: **Ogden Replacement Elementary School**

Employee: \_\_\_\_\_

Company: \_\_\_\_\_

I agree to abide by the following Code of Safe Practices while on this project.

1. I will work in a safe manner, protecting myself and others and will report observed hazards to my supervisor. If not addressed, I will further report these hazards to the Turner Superintendent.
2. I will dress appropriately for the project, wearing a long or short-sleeved shirt, long pants, and work boots with ankle protection and substantial soles.
3. I will use personal protective equipment as required by my trade and will wear a hard hat, safety glasses and vest at all times.
4. I will abide by the six-foot fall protection rules, including use of full body harness where required.
5. I will park only in designated areas and observe a ten-mile per hour speed limit on site.
6. I will not smoke or use tobacco products of any type on site, except in designated areas.
7. I will eat only in designated areas and dispose of trash in proper containers.
8. I will not use any intoxicants or other controlled substances on the project.
9. I will report all injuries and accidents involving persons or property.
10. I will not bring any weapons, including knives with blades over 4 inches, onto the site.
11. I will conduct myself in a professional manner and not engage in any violence, horseplay, practical jokes, or other behavior obnoxious to the general public. I will not harass anyone else on site or any member of the public, sexually or otherwise. I will not bring onsite or write or draw any sexually explicit materials.
12. I will not use any headset-type radios or other music players or personal televisions on site.
13. I will comply with security procedures established throughout the project, for entrance to the site.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**OSHA Construction Standards That Require a Competent Person**

- 1926.20 Accident Prevention Responsibilities – Requires frequent and regular inspections by a Competent Person.
- 1926.250 Material Handling – Requires for rigging equipment to be inspected by a Competent Person.
- 1926.354 Welding and Cutting – Requires a Competent Person to test preservative coatings on metal for flammability before welding or cutting.
- 1926.400 Electrical – Requires that a Competent Person implement the Assured Grounding Program.
- 1926.450 Scaffolding – Requires that a Competent Person inspect the scaffold before each work shift.
- 1926.454 Scaffolding – Requires that a Competent Person train workers who use a scaffold.
- 1926.502 Fall Protection – Requires that a Competent Person certify that a safety net is in compliance.
- 1926.502 Fall Protection – Requires that the Safety Monitor be a Competent Person.
- 1926.503 Fall Protection – Requires that a Competent Person train workers who use fall protection.
- 1926.550 Cranes – Requires that cranes be periodically inspected by a Competent Person.
- 1926.550 Cranes – Requires that cranes have an annual certification by a Competent Person.
- 1926.551 Personnel & Material Hoists – Requires that hoists be periodically inspected by a Competent Person.
- 1926.650 Excavations – Requires that inspections, choice of protection methods and design of access ramps be done by a Competent Person.
- 1926.900 Blasting – Requires that A Competent Person supervise all Blasting Operations.
- 1926.1060 Ladders and Stairs – Requires that workers who use ladders be trained by a Competent Person.
- 1926.1101 Asbestos – Requires that a Competent Person supervise all asbestos operations.
- 1910.178(l) Powered Industrial Trucks (Forklifts) – Requires that operators of all forklifts be Competent and receive adequate training.

## Safety Recognition Plan

Craft Luncheons: Turner will conduct a Craft Luncheon on a determined basis if the project goes without a recordable incident. The purpose of this meeting is to reward workers for safe performance and to generate an open environment for candid discussion on project status, particularly on safety issues. The workers will be encouraged to give honest feedback to the project management team for areas of improvement, policy, hazards, etc. It is the role of management to act quickly and in a visible manner to any commitments made at these lunch meetings. Raffles will take place at the craft luncheon for all workers that sign in. .

Gift Card Program: Gift cards will be given out to tradesmen/women who go above and beyond following the Turner safety program. **Gift cards will also be given out for reporting near misses as required by the Site Specific Safety Program.** Gift cards will be given out to tradesmen/women who report unsafe conditions to Turner or stop unsafe acts by another project team member. The Turner Site Safety Superintendent will administer this program.

Other program elements may be developed to reward exemplary safety performance by project team members.

## Visitors

### Scope and Application

All visitors shall be required to report to the Turner jobsite office. Access to the site shall be denied to any individual who does not have justifiable business on the job site. A visitor's waiver will be required to be signed for all guests.

Requests for tours of the project site shall be carefully screened and limited in frequency and numbers of people. Tours of the site shall be approved by the Turner Construction Company Project Manager and Superintendent and shall be conducted during non-working hours

### Procedures

Turner Construction Company shall establish the time and travel route for any tour. Areas, which may present hazards to the tour group, shall be prohibited. The tour's travel route shall be cleared of any tripping hazards, cleaned, and properly protected to avoid potential personal injury. A designated member of the Turner Construction Company management team shall guide the approved tours.

All members of a tour group shall sign a release prior to touring the site.

Any project site visitors who are permitted access to the site but are not on official on-site business shall sign the release before being authorized to proceed beyond the project office.

All visitors must wear long pants, shirts with sleeves over the shoulder, hard hats, safety glasses, and hard-soled work boots when on site. No penny loafers, dress shoes, etc. shall be permitted.

## Non-Compliance to Safety Policies

### Scope and Application

In an effort to ensure compliance to this program and all other established OSHA standards, Turner Construction Company hereby implements this procedure of non-compliance to all Contractors working on this project. This is established to promote safety and eliminate offenders and repeat offenders, and may lead up to contract termination with a Contractor. This program may be used or may be superceded with more severe discipline based on the degree of the infraction(s). In any case Turner Construction Company has sole authority in what type of discipline is issued up to and including removal from the project.

1. *1<sup>st</sup>. offence / warning is given at the site safety orientation.*
2. *2nd offence written warning and his supervision is brought into the office for a “discussion” with the General Superintendent and the Project Executive. A copy of the written warning is sent to the offending Workers Company’s office. With a statement to the effect that if this happens again the worker will be removed from the project and could lead to a termination of the contract. Re-training of worker and job crew may be required.*
3. *3<sup>d</sup> offence the worker is removed from the project.*
4. *If repeat occurrences with other crewmembers are found the supervisor of said offenders shall be subject to removal from the project.*
5. *Subcontractors or their employees or agents involved in unsafe acts or conditions may be directed to cease the activity until the condition is brought into compliance with the site safety procedures. These costs will be borne by the non-complying subcontractor and no costs will be charged to Turner Construction. In addition, if a subcontractor or its sub-subcontractor refuses to correct unsafe conditions, Turner Construction may correct the situation by using other employees and back charge the subcontractor or its sub-subcontractors for expenses incurred. Subcontractors or their sub-subcontractors’ non-complying employees may be prohibited form working at the project site at the sole discretion of the contractor without recourse.*

**PROJECT SAFETY VIOLATION FINE PROGRAM**

**TO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**SAFETY TOUR DATE:** \_\_\_\_\_

A Safety and Health survey of your operations has revealed non-compliance of certain contract specifications, Turner Construction Company safety and health policies, and/or federal regulation; you are required to maintain a safe work environment and to prevent unsafe actions of your employees. This survey is limited to items noted below. It is not intended as a complete inspection of all conditions, which may exist.

The violations noted and the required corrective action(s) is/are indicated below:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**CORRECTIVE ACTION REQUIRED:**

Violation (s) Number:

- \_\_\_ Cease operation until corrective action is complete.
- \_\_\_ Initiate and complete corrective action by \_\_\_\_\_.
- \_\_\_ Warn employees and instruct them on proper procedures.
- \_\_\_ Take appropriate disciplinary action.
- \_\_\_ Change procedure/work methods.

**ACTION (S) TAKEN AND DATE:**

Complete the following and return to the Construction Manager.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_



Table of Fines

Violation	First Offense	Second Offense
Clothing not adequate	\$50	\$100
Confined Space violation	removal / 200	N/A
Electric Cord defective	\$100	\$200
Electric cords not protected on floor or not raised	\$50	\$100
Equipment violation	\$50	\$100
Eye Protection missing	\$50	\$100
Failure to protect public	\$50	\$100
Fall Protection not present or improperly used	removal/\$1,000	N/A
Fire Extinguisher missing	\$100	\$200
Fire Watch missing	\$100	\$200
Food Consumption	\$100	\$200
Footwear not adequate	\$50	\$100
Gas Cylinders stored incorrectly/not identified	\$50	\$100
General Duty violation	\$100	\$200
Ground Fault Protection	\$200	\$400
Guard Rail removal and without a "No Access Zone" / monitor	\$1,000	\$2,000
Hard Hat missing	\$50	\$100
Hearing Protection missing	\$50	\$100
Hot Work Permit missing	\$500	\$1000
Poor Housekeeping	\$100	\$500
Ladder defective	\$100	\$200
Ladder not secured	\$50	\$100
Lockout violation	\$500	\$1000
Improper Material Storage	\$100	\$200
MSDS missing	\$100	\$200
Open Hole	\$200	\$100
Orientation not attended	\$100	\$200
Power Tool defective	\$100	\$200
Scaffold violation	\$100	\$200
Smoking in non-designated area	\$50	\$100
Standing on top rung of ladder	\$100	\$200
Tool Box Meeting not held	\$100	\$200
Traffic / Parking citation	\$50	\$100
Trench/Excavation Permit missing	\$500	\$1000
Trenching violations	\$500	\$1000
Uncertified lifting device	\$100	\$200
Urinating/Defecating in building	removal / 200	N/A
Using perimeter safety cables and/or handrails as an anchor point or tie-off	\$1,000	\$2,000
Written Safety / Haz Com Program missing	\$100	\$200



## Discipline Fines

### Fines (Refer to Table of Fines)

The fines are not to be collected from the individual violator. Turner Construction will collect them from the principal of the respective company at the weekly Safety Meeting. This will be by separate check.

These funds will be used to fund a reward/incentive program for those who work and are safe individuals or groups. In addition, the funds may be used to sponsor safety lunch meetings and or presentations. Any money remaining at the completion of the project will be donated on behalf of all workers and companies employed on the project to a local charity.

Below are further clarifications to the three fines of \$1000:

#### **I. Fall Protection not present or improperly used /violation of 6' fall policy**

All subcontractors must provide fall protection equipment to its employees and train its employees on the proper use of the equipment in accordance to OSHA regulation 1926.28. Only full body harnesses with shock absorbing lanyard and acceptable lifeline system is required. No safety belts are allowed. A fine in the amount of one thousand dollars (\$1,000.00) will be issued and the worker will be removed from the site.

#### **II. Guard Rail removal and without a "No Access Zone" / monitor**

If for any reason, a subcontractor must remove perimeter protection, barricades or floor opening protection or any other safety related item in order to perform his work, it will be the responsibility for that subcontractor to establish, monitor and enforce a "No Access Zone" for the full time that the protection is down and to replace the appurtenance, in the same or better condition, when the work is completed. Any worker inside the established "No Access Zone" must wear proper personal fall protection equipment and implement proper fall protection precautions that include tie-off 100% of the time. Failure to comply with this requirement will cause Turner Construction Company to assess a fine of one thousand dollars (\$1,000.00) for the first occurrence. The value of this fine will be doubled for each subsequent violation of this requirement.

#### **III. Using perimeter safety cables and/or handrails as an anchor point or tie-off**

Perimeter safety cables and/or handrails are not designed to be an anchor point/tie-off point for a fall protection system and therefore will not be utilized as such. Failure to comply with this restriction will result in the issuance of a fine in the amount of one thousand dollars (\$1,000.00) for the first occurrence with the value doubling upon each subsequent occurrence.

## PRELIMINARY PROJECT SAFETY ORIENTATION (subject to change as conditions may require)

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties, and that both supervisor and employee accept responsibility for maintaining a safe and healthful work environment.

**Print Name:** \_\_\_\_\_

**Sign Name:** \_\_\_\_\_

**Company Name / Date:** \_\_\_\_\_ / \_\_\_\_\_

**Supervisor Acknowledgement:** \_\_\_\_\_

<p style="text-align: center;"><b>General</b></p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Initials</p>	<ol style="list-style-type: none"> <li>1. <b>No one under the age of 18 is allowed to work on the Project property / construction site.</b></li> <li>2. Drug testing is mandatory             <ol style="list-style-type: none"> <li>A. Your employer must provide the results to Turner in order to receive badge or attend orientation.</li> <li>B. Pre-employment/prior to badging</li> <li>C. Post Incident</li> <li>D. Test for cause – suspicion</li> <li>E. If tested positive or refuse to test, will not be allowed on site</li> </ol> </li> <li>3. Orientation sticker All employees on site must obtain a Sticker / attend orientation / drug screen</li> <li>4. All OSHA regulations will be strictly enforced.             <ol style="list-style-type: none"> <li>A. Disciplinary Procedures – 3 strikes, you’re out                 <ol style="list-style-type: none"> <li>1. Verbal = <b><u>Orientation</u></b></li> <li>2. Written</li> <li>3. Termination</li> <li>4. Turner retains the right to have you removed from site, based on the nature of the violation, without the 3 strikes (i.e., ZERO TOLERANCE).</li> </ol> </li> </ol> </li> <li>5. Fall Protection – <b>ZERO TOLERANCE</b> Policy in effect</li> </ol>
<p style="text-align: center;"><b>100% 6-Foot Fall Protection  (Regardless of Trade)</b></p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Initials</p>	<ol style="list-style-type: none"> <li>1. <b>100% FALL PROTECTION</b> 6-foot and above</li> <li>2. <b>ZERO TOLERANCE</b> – For Fall Violations</li> <li>3. Full body harnesses and double lanyards with double locking snap hook</li> <li>4. Gear to be inspected prior to every use. <b>Contact your supervisor immediately if gear is damaged. <u>DO NOT USE DAMAGED GEAR.</u></b></li> <li>5. Tie off point must hold 5,000 LBS or 2x SF as engineered anchorage point.</li> <li>6. 100% tie off when working from extensible / articulating boom aerial lift.</li> <li>7. Scissor lifts must be equipped with rated tie off points.</li> <li>8. Employees must be trained on the use of fall protection.</li> <li>9. Scaffolds             <ol style="list-style-type: none"> <li>A. Must be built under supervision of competent person who has necessary certifications (w/ <b>100% Fall Protection while erecting</b>)</li> </ol> </li> <li>10. Standard Railing             <ol style="list-style-type: none"> <li>A. Top edge height of top rail must be 42” ± 3” above the walking/working level.</li> <li>B. <b>Guardrails will not be used as a horizontal anchorage for personal fall arrest equipment.</b> <ol style="list-style-type: none"> <li>1. <u>Do not tie off to guardrails</u></li> </ol> </li> </ol> </li> <li>11. Ladders             <ol style="list-style-type: none"> <li>A. No aluminum or painted wood ladders are permitted on the site</li> <li>B. Please inspect all ladders before each use</li> <li>C. Step ladders are to be used in the open and locked position</li> <li>D. Never use the top two (2) steps or the top of the ladder</li> <li>E. Never store material or tools on the steps of a ladder</li> <li>F. Employees shall be trained on ladder use/safety</li> <li>G. Use the 3-point rule: 2 hands and a foot or visa versa to be in contact with ladder at all times.</li> </ol> </li> </ol>
<p style="text-align: center;"><b>Safety Enforcement</b></p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Initials</p>	<ol style="list-style-type: none"> <li>1. All personnel are encouraged to ask questions and report actual and <b>perceived</b> hazardous conditions to site supervision. Perceived hazardous conditions may need further clarification and hazard assessment. . If you have any questions or concerns, please ask for assistance.</li> <li>2. There is a “Safety Enforcement” Fine System in place on this project.             <ol style="list-style-type: none"> <li>A. You are <b>ACCOUNTABLE</b> for your actions on this project.</li> <li>B. Monetary fines imposed upon your <b>EMPLOYER</b> for your inability to work in safe manner or complacency w/ regard to “<b>MINIMUM</b>” safety rules</li> <li>C. <b>\$50.00 - \$2,000.00</b> – depending upon severity of violation.</li> <li>D. You will be <b>physically removed</b> from job is gross violation / repeat.</li> </ol> </li> <li>3. <b><u>ALL</u> personnel are empowered and encouraged to stop unsafe acts, identify unsafe conditions, &amp; stop non-construction personnel and escort them out of the work areas.</b></li> </ol>

<p><b>Emergency Procedures</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. In the event of an emergency             <ol style="list-style-type: none"> <li>A. Notify job foreman <b>immediately</b></li> <li>B. Give the exact nature of the emergency (i.e. broken leg, fire, etc)</li> <li>C. Give the exact location by area column or other easily recognizable terms</li> <li>D. Stay on the phone until EMS/Safety has confirmed that you have provided accurate information</li> <li>E. If an evacuation is not required, stay on the scene to brief emergency personnel upon their arrival.</li> </ol> </li> <li>2. Evacuation Procedures             <ol style="list-style-type: none"> <li>A. Three short blasts of an air horn will be used to notify employees of an immediate building evacuation.</li> <li>B. Proceed in a calm, orderly manner to the designated safety zone. Report to your designated foreman/superintendent in designated area for head count.</li> <li>C. <b>DO NOT LEAVE SAFETY ZONE OR GO HOME UNTIL INSTRUCTED BY YOUR SUPERINTENDENT</b></li> </ol> </li> </ol>
<p><b>Personal Protective Equipment</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Basics:             <ol style="list-style-type: none"> <li>A. 100% Hardhat Protection <b>REQUIRED AT ALL TIMES</b></li> <li>B. Highly Visible/Reflective Safety Vest w/Company Logo clearly identifiable is to be worn by all Workers at all times while present on the work site. Bright T-Shirts are an acceptable alternate with prior approval of the color and visibility features from TCCo</li> <li>C. 100% Eye Protection (ANSI Z87.1) <b>REQUIRED AT ALL TIMES</b></li> <li>D. Hard sole work boots are required, <b>no sneakers or soft shoes are allowed</b></li> <li>E. Long pants in good condition, no shorts allowed</li> <li>F. Shirts must have sleeves at least 4" long</li> <li>G. Gloves are to be worn during task specific activities, <b>Determined by JHA</b></li> <li>H. Ear protection as required</li> <li>I. Face-shields over safety glasses are required when cutting / grinding / chipping / etc.</li> </ol> </li> </ol>
<p><b>Electrical</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Industrial heavy weight cords with proper grounds are to be used at all times. 100% Ground Fault Circuit Interrupter (GFCI) Protection.</li> <li>2. Inspect all cords and welding leads before each use             <ol style="list-style-type: none"> <li>A. Damaged items must be repaired properly or removed from the job site</li> <li>B. All cords and leads are to be elevated above all main walkways.</li> </ol> </li> <li>3. <b>ALL</b> Electrical and mechanical systems are to be considered <b>LIVE</b>.</li> <li>4. <b>NEVER</b> work on live panels without prior approval from Turner Supervision and without proper precautions.</li> </ol>
<p><b>Equipment</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Proper training and certification is required prior to operating any equipment.</li> <li>2. A spotter is mandatory when view is obstructed by load.</li> <li>3. Backup alarms must be present on all vehicles.</li> <li>4. Horns and lights are recommended for all equipment.</li> <li>5. Always follow the manufacturers operating instructions for all equipment and tools used on this project.</li> </ol>
<p><b>Cranes</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Awareness of overhead loads.</li> <li>2. <b>NEVER</b> stand or walk under an elevated load.</li> <li>3. Awareness of crane swing radius (should be flagged off).</li> <li>4. Operator must possess a current valid City of Chicago Crane Operators License.</li> <li>5. All rigging must be inspected by no less than 2 competent persons prior to a lift.</li> </ol>
<p><b>Barricade Tape</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Types of Tape             <ol style="list-style-type: none"> <li>A. <b>Red – Imminent Danger</b> exists. Only authorized personnel performing actual work are to be allowed in this barricade tape area. The only exception for entry into a red area is with prior permission of those authorized to work within the area</li> <li>B. <b>Yellow</b> – a hazard exists that would warrant <b>Caution</b>. A yellow area can be accessed by anyone who is authorized to be on the job site, and who stops to observe the existing hazard and takes the proper precautions prior to entering the tape barricade area.</li> </ol> </li> </ol>
<p><b>Training Requirements</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"> <li>1. Must be trained / certified to operate forklifts, aerial lifts, scaffolding, cranes, etc.</li> <li>2. Contractors are required to provide workers that are trained as required by OSHA standards and site policies.</li> </ol>

# Turner

<p><b>Incident Reporting</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"><li>1. Any injuries / illnesses / near misses on site must report to their supervisor within 15 minutes after the event, <u>if physically possible.</u></li><li>2. A "First Report of Injury" form must be filed with Turner Safety Office within one (1) hour after an accident.</li><li>3. If sent to a doctor for treatment all follow-up appointments must be kept.</li><li>4. A Temporary Modified Duty policy is in place.</li><li>5. The worker must strictly follow any and all work restrictions issued by doctor.</li></ol>
<p><b>Housekeeping</b></p> <hr/> <p>Initials</p>	<ol style="list-style-type: none"><li>1. All trash/debris must be cleaned up and disposed in dumpsters. This includes lunch/break trash. Work areas must be cleaned every day by trades that generate the debris and maintained in a safe working condition. Housekeeping is a <b><u>CONDITION OF EMPLOYMENT.</u></b></li></ol>

# **TURNER CONSTRUCTION COMPANY**

## **Subcontractor Safety Performance Requirements**

## **SUBCONTRACTOR SAFETY PERFORMANCE REQUIREMENTS**

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***SUBCONTRACTOR SAFETY SUBMITTAL REQUIREMENTS LIST***

- 1) Certificate of Insurance
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- 5) Fall Protection Program
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cranes
- 7) Weekly "Tool Box Talk" Safety Meeting Minutes
- 8) Injury Log (Standard Form #3)
- 9) Job Hazard Analysis (Standard Form #4)
- 10) Pre Task Planning (Standard Form #5)

## **OVERVIEW OF PROJECT SAFETY REQUIREMENTS**

**\*NOTE: This “Subcontractor Safety Performance Package” contains an overview of the general Turner Project Safety Program and may include trade or site specific attachments. It is prepared as a convenience for Subcontractors, but is not a substitute for a Subcontractor’s Program, which must meet or exceed the requirements of the Turner Project Safety Program (see attachment), the applicable parts of the Turner Construction Safety Manual, the contract documents and Federal, State, Local or other applicable regulations.**

The Subcontractor must identify and submit the resume of a Safety Representative/Competent Person (*hereafter referred to as Safety Representative*) to Turner as the primary, on-site contact for safety related issues. The Safety Representative may be a Supervisor and **they shall have as a minimum, the OSHA 30 Hour construction safety training** offered through Turner. The subcontractor will provide a translator when there are non-English speaking workers on site.

The Subcontractor’s on-site Supervisor and/or the Subcontractor’s designated on-site Safety Representative must schedule and attend a **Pre-Construction Safety Meeting** with the Turner Project Safety Manager or BUSD (Business Unit Safety Director) to discuss the Subcontractor Safety Requirements. The Pre-Construction Safety Meeting should take place at least five (5) working days before startup to allow for review of required documentation.

Subcontractors, who in turn contract out parts of their work, have the total responsibility to see that their **lower tier contractors** comply with project safety requirements. Additionally, Turner’s Project Manager and/or Turner’s Project Safety Representative shall be notified that the lower tier contractors are arriving at least five (5) days before work starts. The Subcontractors will be held directly accountable for all lower tier contractors.

The Subcontractor will provide a First Aid trained Competent Person when one or more of the Subcontractor’s employees are working.

The Subcontractor’s Supervisor(s) and Safety Representative must make **frequent and regular inspections** of their work areas and activities. Hazards identified that are under their control must be corrected immediately and all other identified hazards must be reported to the Turner Project Superintendent.

The Subcontractor’s Superintendent(s) and Designated Safety Representative must attend the **Weekly Subcontractor Coordination Meeting** where safety issues will be addressed. **Emergencies** should be handled through the Turner Field Office according to the posted Emergency Procedures and Crisis Management Plan.

All work-related injuries, regardless of severity, must be reported to Turner within 24 hours after they occur. Further, all work-related injuries will be recorded on the “**Injury Log**” (Standard Form #3). A completed “**Injury Log**” will be submitted to Turner by the 5th of the month for the previous month.

Incidents involving the general public and injuries that result in or are likely to result in lost time must be reported to Turner immediately. A Supervisor’s Accident/Incident Investigation Report must be completed by the appropriate Subcontractor Supervisor and submitted to Turner within 24 hours of the accident/incident. (Form available from Turner) Subcontractors are required to comply with and provide modified/light duty work. On Contractor Controlled Insurance Programs (CCIPs), there may be a monetary penalty to subcontractors for failing to report an incident within 24 hours or refusing to return a worker to modified/light duty.



## **EMR Waiver Policy**

If a subcontractor or any of its tiered employers has an EMR greater than 1.0, a Risk Mitigation Plan must be developed and submitted to Turner prior to beginning work on site. An EMR Waiver request must also be completed and submitted to Turner Purchasing. The plan must be reviewed weekly and documented with the Turner to ensure compliance.

## **Drug & Alcohol Testing**

All Subcontractor employees are required to be drug tested. Please refer to The Turner Corporation Subcontractor Substance Abuse Program, which will be provided by Turner. Subcontractors will incur any and all costs associated with the Substance Abuse Program. Subcontractors may submit their own Substance Abuse Program for approval, provided the program is equal to or more stringent than The Turner Corporation Subcontractor Substance Abuse Program. Turner strictly adheres to a five-panel drug screen for pre-hire, post accident, random and reasonable suspicion. Alcohol testing is to be done for post accident, random and reasonable suspicion. Alcohol testing of pre-hire candidates is discretionary. Any employee found using or in possession of illegal drugs or alcohol on the job will be subject to immediate removal from the jobsite.

## **Job Hazard Analysis (JHA) and Pre-Task Planning (PTP)**

A Monday Morning Strategy Meeting should take place to identify critical activities planned for the week. Additionally, A Job Hazard Analysis (JHA, Standard Form #4) shall be completed for each activity and submitted to the TCCO Superintendent or Site Safety Manager for review and approval.

Prior to the actual start of work, the first line supervisor should conduct a Pre-Task Planning (PTP, Standard Form #5) meeting with the crew performing the work.

The JHA is designed for use as an **Operation(s) Specific Training** tool to help plan activities and to comply with OSHA's 29 CFR 1926.21 (b). Employees must be trained in:

- The hazards specific to the site and the operations involved
- How to identify the hazards
- How to prevent, eliminate, avoid and/or protect themselves from the hazards. (Selection and use of PPE)
- Who is responsible for housekeeping (clean up) and how often it will be performed.
- Clean-up/housekeeping. This must be addressed on the JHA before it is accepted.
- An additional task-specific JHA may be required for operations with special hazards.

## **Employee Safety Training**

A site-specific new hire safety orientation shall be conducted prior to allowing any workers access to the field. Contact Turner's Project Manager or Business Unit Safety Director (BUSD) for specific new hire orientation requirements.

Additional OSHA Construction Standards that require specific training include, but **are not limited to**:

- **Hazard Communication Training** - 29 CFR 1926.59.

- **Stairway and Ladder Safety Training** - 29 CFR 1926.1050.
- **Fall Protection Training** - 29 CFR 1926. 503
- **Personal Protective Equipment** - 29 CFR 1926.95
- **Scaffold Training** - 29 CFR 1926.450

Prior to workers coming on site, subcontractor must ensure workers are trained in the above standards and any other State, Federal, Local, or owner required training. These records should be reviewed with Turner's on site management.

### **Weekly Tool Box Talk Safety Meetings**

Project employees must attend at least one "Tool Box Talk" safety meeting each week. Copies of meeting minutes must be submitted to Turner Construction with the Subcontractor Daily Progress Report for the day the meeting is held. Meeting minutes must indicate the name of the Subcontractor and date of the meeting. The supervisor(s) and the attendees must sign minutes. Turner Construction Company will make available "Just in Time" training topics for use each week.

### **Housekeeping**

Cleanup must be performed **daily**. In the event housekeeping isn't being performed subcontractor agrees to provide manpower for a composite crew. The values for a subcontractor's Safety Program and Cleanup Program including the level of manpower contribution to a Composite Cleanup Crew will be determined prior to the execution of the Contract.

- **Glass containers** are not permitted on site.
- Each Subcontractor for the disposal of break trash and drinking cups must provide containers. **At no time will food trash be left lying around.**
- **Protruding nails** must be bent flat or removed as the work proceeds and before disposal.
- **Off cuts of welded wire mesh** must be tied into the pour or placed in a trash container as they are cut.
- **Banding iron** must be flattened and/or placed in a proper trash container, as the bands are broken.
- **Off cuts of round stock** such as all-thread rod and conduit must be contained as they are cut.

### **Drinking and Potable Water**

Subcontractors shall provide potable water for their employees. Water must be available for employees to wash hands for sanitary purposes in accordance with OSHA 1926.

### **Proper Dress**

Long pants, shirts with sleeves and proper work shoes/boots must be worn at all times. Shorts, sleeveless shirts and athletic or tennis type shoes will not be permitted.

**Hard Hats** must be worn 100% of the time on the project. **Welding shields** must be worn with a hard hat.

**Eye Protection** (Safety Glasses) must be worn at all times on the project.

**Hand protection** must be worn by all employees handling sharp edges and points.

**Foot covers** must be used with jumping jack compactors and jackhammers.

### Radios

Communication radios only. **No music radios or tape/CD players** are permitted.

## Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, in addition to the following guidelines:

### Chemicals and Other Potentially Hazardous Materials

A copy of the Subcontractor's **site specific Chemical Inventory List** (Standard Form #1) and **site specific MSDS** must be submitted to Turner and updated as applicable. A **Project Hazcom Station** will be established and maintained in the Turner Project Office. The Turner Hazcom Station does not eliminate the need or requirement for the Subcontractor to establish and maintain a Hazcom Program including training for its employees.

In the event unknown and/or potentially **hazardous materials** are encountered during construction, that portion of the work will stop and Turner will be notified immediately. Work will not resume until the Turner Project Manager, Project Superintendent, BUSD, or third party administrator authorizes it.

### Fall Prevention

Turner maintains a **zero tolerance policy** for fall prevention infractions. Anyone found violating this policy may be removed from the site immediately and his or her company may be subject to a monetary penalty.

Subcontractor employees are required to provide and use 100% fall prevention systems whenever exposed to a fall 6' or greater, including any leading edge work. This can be accomplished through the use of a safety net system, personal fall arrest system or a guardrail system. Turner does not allow the use of a Safety Monitor System. This policy does not apply to ladder access and egress however, if employees are working from a ladder, a competent person shall determine if positive fall prevention is feasible.

Subcontractors shall submit their fall prevention plans prior to beginning work on site. A Competent Person shall complete daily inspections of a subcontractor's fall prevention systems. Subcontractors shall instruct all of their employees as to the means and methods of fall prevention provisions implemented by Turner and other project subcontractors. Subcontractors shall direct their employees to comply with and maintain the guardrails, hole covers and other fall prevention systems installed on site.

Subcontractor employees shall not remove or by-pass any of the fall prevention devices unless they have notified Turner and alternative fall prevention provisions have been agreed upon and implemented. Subcontractor is to notify Turner of defects or deficiencies of prevention systems before starting to work in an area to avoid being held responsible for corrective actions taken by Turner.

Guardrail systems will not be designed or permitted as attachment points for personal fall arrest or positioning device systems. Personal Fall Arrest Systems (PFAS) must always allow for 100% tie-off therefore where lanyards are used a double-lanyard system must be used for personnel transfers from tie-off points. Horizontal lifelines shall be designed by an engineer and installed under the supervision of qualified person. A safety factor of two shall be maintained. Floor and roof hole covers will be installed and maintained by the

subcontractor creating the hole and/or the end user. The covers must be of adequate strength to support potential loads, secured against displacement or lifting and labeled as a "hole" or "cover" using the OSHA standard specific labeling system.

## **Electrical**

**Ground Fault Circuit Interrupter (GFCI)** protection is required for all electrical cords and tools including those plugged into permanent and portable generator power sources. Only three wire **cords, 14 gauge or heavier**, rated for hard or extra hard usage are permitted for use and they must be rated for the required amperage. When using permanent power, a GFCI "pigtail" device will be required between the tool and the extension cord. Each contractor will be responsible for providing and maintaining temporary GFCI's for his or her employees if a GFCI receptacle is not available.

An assured equipment grounding conductor program cannot be used in lieu of GFCI's. The installing contractor, i.e. the electrical subcontractor, shall test each power receptacle for proper installation including polarity, grounding, etc. and forward that documentation to Turner before the circuit is used. The electrical subcontractor will conduct and document monthly tests after the initial installation.

## **Tools – Hand and Power**

Excess flow safety valves are required on all air compressor outlets **except** for blowpipe cleaning operations that cannot be done with the valve in use. A handle, designed to stop the flow when released, shall be installed on all blowpipes. Pneumatic power tools shall be secured to the hose by a positive means to prevent an accidental disconnect. "Whip check" devices or tie wires are recommended. Metatarsal foot guards must be worn while using pneumatic tools.

All fuel-powered tools shall be stopped when being re-fueled, serviced, or maintained.

A fire extinguisher is required to be in the immediate area when refueling.

Each employee operating a powder-actuated tool shall have, in their possession, proof that they have been trained by the manufacturer, vendor or supplier. Loaded tools shall never be left unattended. Unused or unspent fasteners shall not litter a deck or be left unattended.

## **Excavations**

Daily, pre-shift inspection of excavations, the adjacent areas and protective systems shall be made by the competent person for evidence of potential cave-ins, hazardous atmospheres or protective system failure. Daily, pre-shift inspection checklists shall be maintained by the subcontractor and submitted to Turner upon request. **The maximum depth where no protective system is required for employees in a Turner project excavation is four feet (4') versus the five feet (5') maximum depth that may be allowed by Federal OSHA / other Standards.**

The excavation contractor shall contact a utility location agency for assistance in locating any underground utilities prior to the start of work. 100% fall prevention is required when working adjacent to excavations greater than 6' in depth. For all excavations 4' in depth and greater, where hazardous material may exist, the atmosphere shall be tested. Examples include landfills, underground fuel storage areas, etc.

## **Overhead Protection**

At no time will one trade work over/under another unless the activities are coordinated through Turner and precautions as specified in a Job Hazard Analysis are implemented to prevent injury from falling objects.

Overhead protection will be provided using designated overhead protected entrances/exits and a minimum of one of the following methods or an equivalent.

- Orange fencing installed on all access levels below open sided exterior and atrium floors to restrict access to the protected entrances/exits. Additionally, debris and materials secured or kept a safe distance from the edge. A line painted 10' inboard from open sided floors edges where feasible to delineate "Debris and Material Storage Free Zones."
- Toe boards and/or vertical debris netting (secured at the floor) installed and maintained along open edges below, which employees may walk or work. Shafts with pits will be covered and have overhead protection provided or have guardrails with toe boards and/or be barricaded at the bottom floor to prevent entry. Shafts without pits will have guardrails with toe boards and/or be barricaded at the bottom floor to prevent entry.

Subcontractors shall direct their employees to comply with the access restriction system and use only the overhead protected access points. Subcontractors shall instruct all of its employees as to the markings and methods of overhead protection provisions implemented by Turner and the project subcontractors.

Subcontractor employees shall not remove or by-pass any overhead protective devices unless they have notified Turner and alternative overhead protection provisions have been agreed upon and implemented. Subcontractor is to notify Turner of defects or deficiencies of protective systems before starting to work in an area to avoid being held responsible for corrective actions taken by Turner.

### **Respiratory Protection**

A respiratory protection program shall be implemented by a trained program administrator. Each contractor must develop and implement a program with site-specific procedures and elements for required respirator use. These elements include; selection of respirators, medical evaluation and monitoring, fit testing, respirator use, care and maintenance, training and record keeping

### **Fire Protection and Prevention**

While there are many types of fire extinguishers, 20 lb. ABC dry chemical extinguishers are highly recommended on Turner projects. Fire extinguishers shall be inspected monthly and documented appropriately. The inspection date shall be noted on an affixed tag. Travel distance to any extinguisher mounted in the building area shall not exceed 100 feet. Task specific activities may dictate that an extinguisher be provided in the immediate area.

### **Flammable and Combustible Liquid Storage**

Only approved containers are allowed for the storage of flammable or combustible liquids in quantities greater than five gallons. An approved container is one which is constructed of metal, has a spring loaded top that allows venting of fumes and contains a flash arresting screen and spout cover.

### **Liquefied Petroleum Gas (LPG) Use and Storage**

Storage of LPG gas inside a building is strictly prohibited. Concrete barriers or metal posts shall be used when there is a possibility of damage to LPG containers.

### **Signs, Signals and Barricades**

Subcontractors are required to ensure workers fully understand all directional signs posted on the project.

## **Traffic Work Zone Signaling Requirements**

Due to general liability exposure created by improper traffic control, all flagging, training, lane closures, etc, shall conform to the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Local permitting issues shall be addressed by Turner prior to the start of work. All workers in the traffic control area must be trained according to local, state and federal requirements and wear the appropriate reflective vest or high visibility clothing. Stop /slow paddles, not flags, must be used to control traffic flow.

## **Material Handling and Storage**

Subcontractors will ensure that their material stored inside buildings shall not be placed within 6' of any hoist way or interior floor opening or within 10' of any exterior wall, which does not extend above the stored material. Roofing material should be stored at least 6' away from the edge to prevent displacement.

## **Steel Erection**

A pre-planning meeting must be held and a site-specific erection plan must be developed by the controlling contractor and the steel erection contractor. A pre-planning meeting must also be held to address fall protection during steel removal from "high flat" trailers. All hoisting operations shall be pre-planned so as to minimize the exposure of swinging loads over employees. Routes for suspended loads shall be pre-planned to ensure that no employee is required to work directly under a suspended load, except those involved in steel erection.

"Christmas treeing" is only allowed if the following criteria is met; a multiple lift rigging assembly shall be used, no more than three structural members may be suspended, and all employees participating in the activity have been trained in the procedures noted in OSHA 1926.761. Some state plans may limit the number of members that can be hoisted.

Each employee engaged in a steel erection activity that is on a walking working surface with an unprotected side or edge 6' or more above a lower level shall be protected from fall hazards by safety net systems, guardrail systems or personal fall arrest systems. This includes connectors and any employee installing metal decking.

## **Cranes, Hoists and Elevators**

No crane shall be placed in service on a Turner job until an annual, third party inspection and supplemental repair reports are submitted to Turner indicating the crane meets the manufacturer's inspection criteria. If the manufacturer's inspection criterion does not exist, a structural engineer, familiar with crane design and dynamics, may develop or use existing inspection criteria. Initial inspections must be conducted after final set up on site. The inspection and Standard Form #2 A for Off Road Heavy Equipment and Standard Form #2 B for Cranes must be completed and submitted to Turner prior to use.

Turner highly recommends all crane operators be certified by an independent testing agency approved by the National Commission for Certifying Agencies (NCCA). Copies of their certifications shall be submitted to TCCO supervision. A certified operator must be provided where state or local ordinances require such certification of crane operators. Operators must perform any required routine maintenance inspections, log the inspections and submit copies to Turner by the 5th of the month for the previous month.

All cranes must have a functioning "anti two-block" device as specified in ANSI B30.5 for each load hoisting line. This requirement may be waived by the Turner Safety Director for certain cycle duty crane operations such as pile driving and drilling rigs.

Any lift exceeding 75% of the cranes rated capacity or lifts involving two or more cranes shall be considered a critical lift. A critical lift plan must be submitted to Turner for review prior to the lift. A documented, pre-lift meeting shall be held in the field with the crew to discuss, at a minimum, the following; calculation of gross weight load, load chart calculations, radius measurements anticipated during the lift, weather and soil conditions, and overhead high voltage power line clearances.

The use of a crane suspended personnel platform is prohibited on TCCO projects unless the employer can demonstrate that conventional methods to do the work are more hazardous. The BUSD shall be consulted in each case. Riding of the headache ball is prohibited on Turner projects. Mobile crane movement on site shall be in accordance with manufacturer's recommendations. The swing radius of cranes shall be properly barricaded at all times while working on site.

### **Rigging Equipment – Selection, Use and Inspection**

A pre-planning meeting must be held prior to any lifting activity. A competent person shall inspect all rigging equipment prior to use. Defective rigging equipment shall be removed immediately from service. Tag lines must be used to control loads.

### **Motor Vehicles and Mechanized Equipment**

All motor vehicles and material handling equipment, with an obstructed view to the rear, shall have a reverse signal alarm audible above the surrounding noise. An observer or "spotter" may be used in lieu of an alarm. Daily, pre-shift inspection checklists of the equipment shall be maintained by the subcontractor and submitted to Turner upon request.

A seatbelt must be provided and used when operating equipment. Equipment without a rollover protective structure (ROPS) or seatbelts is not allowed on any Turner project. Turner will verify training records of forklift operators.

### **Welding and Cutting**

A 20 lb. ABC dry chemical extinguisher shall be immediately available in the work area and shall be maintained in a state of readiness for instant use. Appropriate permit procedures, shields and blankets shall be used when developing site-specific fire prevention programs. Subcontractor is required to implement a fire watch during all welding activities and for 30-minutes post welding at a minimum. .

### **Lockout / Tagout Procedures**

Subcontractors shall submit their written LOTO program and documented employee training prior to beginning work on site. The program must include scope of training, pre-planning and specific LOTO procedures. All individuals who are working in or around the hazardous energy shall place their own lock and tag on the disconnect of the energy source. At no time will someone be allowed to remove another employee's lock unless it has been cleared through TCCO supervision.

### **Scaffolding**

All scaffolds are to be built under the supervision of a competent person. The persons name and their qualifications shall be submitted in writing to Turner prior to the start of work. Daily, pre-shift inspection checklists shall be maintained by the subcontractor and submitted to Turner upon request. A Turner employee must verify that inspections are completed as required by regulatory requirements.

100% fall prevention is required at all heights above 6'. A competent person shall determine if it is feasible to use fall prevention devices while erecting / dismantling a scaffold. Rolling scaffold wheels shall be locked

when in use. A horizontal, diagonal brace shall be in place to prevent the scaffold from “wracking”. Cross bracing shall not be used as a top or mid rail.

### **Aerial and Scissor Lifts**

At a minimum, employees shall follow the manufacturer’s recommendations for fall prevention when working from a scissors lift. Fall prevention systems will be required if appropriate anchor points are available inside the guardrails of the scissor lift. Never climb above the work platform. A dedicated spotter is required any time a scissor lift must be moved in an elevated state.

### **Stairways and Ladders**

Where doors open directly on a stairway, a platform shall be provided and the swing of the door shall allow an additional 20” so as not to strike an employee on the platform.

Fall prevention shall be considered by the competent person if employees work from a ladder 6’ or more above a lower level. Metal ladders shall not be used on Turner projects. When ascending or descending a ladder, employees shall maintain a three-point contact and not carry anything that could cause them to fall. Pull ropes should be placed at all access ladders to lift tools or equipment from level to level. As a minimum, only type 1 or 1-A Heavy/Extra Heavy duty ladders, which carry a minimum of 275 lbs. to 300 lbs., will be allowed on Turner Projects.

### **Confined Space Entry Procedure**

Subcontractor competent person is responsible for identifying any potential confined space and shall initially determine if a permit required confined space exists. A preplanning meeting must be held if a confined space exists and proper procedures followed to ensure worker safety. The Site Safety Manager and/or the BUSD are to be consulted as resources.



## **STANDARD FORMS**

- 1) Site Specific Chemical Inventory List**
- 2) Certification of Initial Inspection**
  - a. Off-Road Vehicle**
  - b. Crane**
- 3) Injury Log**
- 4) Job Hazard Analysis**
- 5) Pre-Task Planning**

## **POSTINGS**

**Emergency Phone Numbers and Procedures**  
**Emergency Action Site Plan**

## *Hazardous Chemical Inventory List*

	Contractor	Project	Start Date	
#	Date on Site	Common Name / Chemical Name	Manufacturer	MSDS on File
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

## Initial Equipment Safety Inspection *Off-Road Heavy Equipment*

INITIAL INSPECTION DATE \_\_\_\_\_  
 TYPE OF EQUIPMENT \_\_\_\_\_ MAKE/MODEL \_\_\_\_\_ OWNER ID # \_\_\_\_\_  
 OWNED BY \_\_\_\_\_ IN USE BY (Co.) \_\_\_\_\_  
 OPERATED BY (Name of Operator) \_\_\_\_\_ EMPLOYER \_\_\_\_\_  
 OPERATOR CERTIFIED? [ ] YES [ ] NO CERTIFIED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 INSPECTED BY (Print Name) \_\_\_\_\_ (Sign Name) \_\_\_\_\_  
 TITLE \_\_\_\_\_ EMPLOYER \_\_\_\_\_  
 INSPECTED BY (Print Name) \_\_\_\_\_ (Sign Name) \_\_\_\_\_  
 TITLE \_\_\_\_\_ EMPLOYER \_\_\_\_\_

Back up alarm is functioning and loud enough for the conditions

		YES	NO	N/A
1	Operator has <b>reviewed charts &amp; manuals</b> and understands safe operating practices			
2	Operator does a <b>Daily Equipment Inspection</b> at the start of the shift			
3	Equipment is in proper condition for street use (turn signals, brake lights, etc.)			
4	Back up alarm is functioning and loud enough for the conditions			
5	Warning horn is functioning and loud enough for the conditions			
6	There is a charged fire extinguisher in the cab			
7	The Cab Glass is without cracks			
8	Steps and seats are in proper condition			
9	Seat belts are provided and they are used			
10	Riders are not permitted where there are no seats with seat belts			
11	Rollover protection is provided			
12	Overhead protection is provided			
13	Protection from flying debris is provided			
14	Adequate lighting is provided for work in low light/dark conditions			
15	Brakes are functioning properly			
16	Beds of dump trucks are equipped with device for locking body in raised position			
17	Tires/tracks are in good condition			
18	Pulleys, belts, gears, chains, and other nip and shear points are adequately guarded			
19	Fuel tanks are located to prevent spills and overflows from hitting hot parts or electrical equipment			
20	Windshield wipers are in good condition			
21	Exhaust is located/directed so as not to endanger workers or obstruct operator's view			
22	Fueling cans used with the equipment are the approved safety type			

## Initial Equipment Safety Inspection Cranes

INITIAL INSPECTION DATE \_\_\_\_\_ ANNUAL INSPECTION REPORT EXPIRES \_\_\_\_\_  
 TYPE OF EQUIPMENT \_\_\_\_\_ MAKE/MODEL \_\_\_\_\_ OWNER ID # \_\_\_\_\_  
 OWNED BY \_\_\_\_\_ IN USE BY (Co.) \_\_\_\_\_  
 OPERATED BY (Name of Operator) \_\_\_\_\_ EMPLOYER \_\_\_\_\_  
 OPERATOR CERTIFIED? [ ] YES [ ] NO CERTIFIED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 INSPECTED BY (Print Name) \_\_\_\_\_ (Sign Name) \_\_\_\_\_  
 TITLE \_\_\_\_\_ EMPLOYER \_\_\_\_\_  
 INSPECTED BY (Print Name) \_\_\_\_\_ (Sign Name) \_\_\_\_\_  
 TITLE \_\_\_\_\_ EMPLOYER \_\_\_\_\_

\*Indicates must be verified by and/or submitted to the Turner Safety Manager/Engineer  
 Items (except #20) marked "NO" must be corrected prior to operation of crane

		YES	NO	N/A
1*	Current "Annual" Inspection Report w/any deficiencies noted as corrected			
2	<b>Operator's Manual</b>			
3*	Daily Operator's Inspections done with <b>Inspection Log</b> up to date			
4	<b>Load Charts</b>			
5*	Chart for hoisting " <b>over the front</b> "			
6	<b>Signal Chart</b> posted			
7	Operator has <b>reviewed charts &amp; manuals</b> and understands capacities and limitations			
8	Functioning " <b>Anti-Two-Block</b> " Device as per ANSI B30.5			
9	<b>Boom Angle Indicator</b>			
10	<b>Leveling Device</b>			
11	<b>Operator Controls</b> legibly marked as to function			
12	FAA <b>Light</b> and/or <b>Flag</b>			
13	<b>Cab Glass</b> intact			
14	Functioning <b>Warning Horn</b>			
15	Charged <b>Fire Extinguisher</b>			
16	Adequate <b>Blocking</b> (min. sq. ft. each float = rated capacity of crane / 5)			
17	<b>Floats positively attached</b> to outrigger rams			
18	Block and/or ball have <b>Capacity Plates</b> and hooks have <b>Safety Latches</b>			
19	<b>Wedge Socket</b> termination is proper & not clipped directly to load line			
20	Will or might be <b>Hoisting Personnel</b>			







# INSTRUCTIONS FOR COMPLETING THE JOB HAZARD ANALYSIS FORM

Job hazard analysis (JHA) is an important accident prevention tool that works by finding hazards and eliminating or minimizing them before the job is performed, and before they have a chance to become accidents. Use JHA for job clarification and hazard awareness, as a guide in new employee training, for periodic contacts and for retraining of senior employees, as a refresher on jobs which run infrequently, as an accident investigation tool, and for informing employees of specific job hazards and protective measures.

Set priorities for doing JHA's: jobs that have a history of many accidents, jobs that have produced disabling injuries, jobs with high potential for disabling injury or death, and new jobs with no accident history.

Select a job to be analyzed. Before filling out this form, consider the following: The purpose of the job--What has to be done? Who has to do it? The activities involved--How is it done?

In summary, to complete this for you should consider the purpose of the job, the activities it involves, and the hazards it presents. If you are not familiar with a particular job or operation, interview an employee who is. In addition, observing an employee performing the job or "walking through" the operation step by step may give additional insight into potential hazards. You may also wish to videotape the job and analyze it.

Here's how to do each of the three parts of a Job Hazard Analysis:

<b>Description of Steps To Be Performed</b>	<b>Hazards Associated With Each Step</b>	<b>Required to Eliminate or Control the Hazard</b>
<p>Examining a specific job by breaking it down into a series of steps or tasks, will enable you to discover potential hazards employees may encounter.</p> <p>Each job or operation will consist of a set of steps or tasks. For example, the job might be to move a box from a conveyor in the receiving area to a shelf in the storage area. To determine where a step begins or ends, look for a change of activity or change in direction or movement.</p> <p>Picking up the box from the conveyor and placing it on a hand truck is one step. The next step might be to push the loaded hand truck to the storage area (a change in activity). Moving the boxes from the truck and placing them on the shelf is another step. The final step might be returning the hand truck to the receiving area.</p> <p>Be sure to list all the steps needed to perform the job. Some steps may not be performed each time; an example could be checking the casters on the hand truck. However, if that step is generally part of the job, it should be listed.</p>	<p>A hazard is a potential danger. The purpose of the Job Hazard Analysis is to identify ALL hazards, both those produced by the environment or conditions and those connected with the job procedure.</p> <p>To identify hazards, ask yourself these questions about each step:</p> <p>Is there a danger of the employee striking against, being struck by, or otherwise making injurious contact with an object?</p> <p>Can the employee be caught in, by, or between objects?</p> <p>Is there potential for slipping, tripping, or falling?</p> <p>Could the employee suffer strains from pushing, pulling, lifting, bending, or twisting?</p> <p>Is the environment hazardous to safety and/or health (e.g. toxic gas, vapor, mist, fumes, dust, heat, or radiation)?</p> <p>Close observation and knowledge of the job is important. Examine each step carefully to find and identify hazards -- the actions, conditions, and possibilities that could lead to an accident. Compiling an accurate and complete list of potential hazards will allow you to develop the recommended safe job procedures needed to prevent accidents.</p>	<p>Using the first two columns as a guide, decide what actions or procedures are necessary to eliminate or minimize the hazards that could lead to an accident, injury, or occupational illness.</p> <p>Begin by trying to: 1) engineer the hazard out; 2) provide guards, safety devices, etc.; 3) provide personal protective equipment; 4) provide job instruction training; 5) maintain good housekeeping; 6) insure good ergonomics (positioning the person in relation to the machine or other elements in such a way as to improve safety).</p> <p>List the recommended safe operating procedures. Begin with an action word. Say exactly what needs to be done to correct the hazard, such as, "lift using your leg muscles". Avoid general statements, such as, "be careful". List the required or recommended personal protective equipment necessary to perform each step of the job.</p> <p>Give a recommended action or procedure for each hazard.</p> <p>Serious hazards should be corrected immediately. The JHA should then be changed to reflect the new conditions.</p> <p>Finally, review your input on all three columns for accuracy and completeness. Determine if the recommended actions or procedures have been put in place. Re evaluate the job hazard analysis as necessary.</p>





Building L.I.F.E.

Living Injury Free Everyday

# PTP (Pre-Task Planning)

Standard Form #5

Project: \_\_\_\_\_ Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Page \_\_\_ of \_\_\_

Description of Work: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Location of Task: \_\_\_\_\_

### Evaluating Your Work Area – Circle Yes or No

Has the competent person performed req'd inspections?	Yes	No	Competent Person Name _____		
Are you working around line systems?	Yes	No	Do you have the required PPE needed for this task?	Yes	No
Does this task require special training?	Yes	No	Are the required materials and tools provided?	Yes	No
Is an MSDS review necessary for this task?	Yes	No	Have all tools/equipment been inspected before use?	Yes	No
Is air monitoring required?	Yes	No	Does this task involve a confined space?	Yes	No
Are work permits required for this task?	Yes	No	Should the Safety Dept. be involved in this planning?	Yes	No
Are you familiar with Excavation routes?	Yes	No	Is there a safety issue that has not been addressed?	Yes	No
Has emergency equipment such as fire extinguishers, eyewash stations, safety showers and phones been located?				Yes	No
If the work area is congested, has the work plan been coordinated with other crafts?				Yes	No

### Potential Hazard Checklist (place a checkmark if applicable)

<input type="checkbox"/> Caught In/Between	<input type="checkbox"/> Inadequate Access	<input type="checkbox"/> Hazardous Chemicals	<input type="checkbox"/> Falls from Elevations	List PPE Required: _____ _____ _____ _____
<input type="checkbox"/> Thermal Burns	<input type="checkbox"/> High Noise Levels	<input type="checkbox"/> Heat Exhaustion/Stress	<input type="checkbox"/> Confined Spaces	
<input type="checkbox"/> Particles in Eyes	<input type="checkbox"/> Struck By	<input type="checkbox"/> Sharp Objects or Tools	<input type="checkbox"/> Line Breaking	
<input type="checkbox"/> Elevated Work	<input type="checkbox"/> Manual Lifting	<input type="checkbox"/> Radiations	<input type="checkbox"/> Inhalation Hazard	
<input type="checkbox"/> Poor Housekeeping	<input type="checkbox"/> Chemical Spill	<input type="checkbox"/> Excavations	<input type="checkbox"/> Critical Lift	
<input type="checkbox"/> Electrical Shock	<input type="checkbox"/> Plant Operations	<input type="checkbox"/> Lockout/Tagout	<input type="checkbox"/> Compressed Gases	
<input type="checkbox"/> Chemical Burns	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Ladders	_____	
<input type="checkbox"/> Fire/Explosion	<input type="checkbox"/> Mobile Equipment	<input type="checkbox"/> Rigging	_____	

Description of Steps to be Performed	Hazards Associated with Each Step	Required to Eliminate or Control the Hazard



# EMERGENCY PHONE NUMBERS

**TURNER OFFICE..... -**  
**FIRE/AMBULANCE.....911**  
**POLICE/SECURITY.....911**

EMERGENCY PROCEDURE:

NON-EMERGENCY POLICE

- 1) Radio or call the TURNER Field Office and/or Call Emergency Services. (ES)
- 2) Clearly indicate that you are calling from the TURNER Construction Project at \_\_\_\_\_.
- 3) Give a detailed description of the incident and extent of damage or injury.
- 4) Specify the incident location by area and/or building as indicated on the Emergency Action Site Plan and indicate the best access way.
- 5) Give call back number and/or maintain communication for questions or instructions.
- 6) Direct TWO people to meet the emergency vehicles at the site entrance. Escort ES to the scene of the incident.
- 7) Call TURNER and notify of incident.
- 8) If an evacuation of the site is necessary, notification will be given by radio, word of mouth and/or a continuous horn blast.

POST IN ALL TRAILERS BY PHONE(S)

## Crisis Management/Emergency Action Site Plan

PROJECT \_\_\_\_\_

## Trade Specific Safety Requirements

PROJECT \_\_\_\_\_



# PUBLIC BUILDING COMMISSION OF CHICAGO

## CONSTRUCTION SITE VISITS: REQUIREMENTS FOR VISITORS

6/23/09



*The Public Building Commission holds the safety and health of all persons on our jobsites as our highest core value. To that end, we must respectfully request all of our jobsite guests and visitors abide by the following safety rules:*

### Proper Attire:

Hard hats, eye protection (safety glasses), high visibility safety vests, hard soled shoes or boots (no open toe shoes, sandals, high heels or gym shoes are permitted), no short pants (long pants are the preferred attire) or sleeveless tops. Remember construction sites can be dusty and wet at times so don't wear your "finest" clothes when coming to the jobsite. Dress appropriately.

### Tours:

All tours must be scheduled in advance and all tours must be accompanied by a Public Building Commission representative. We want your visit/tour to be a safe and rewarding one so we may need time to plan ahead to insure your safety and the safety of others. Please advise us if you need any protective gear (hard hats, etc.).

### Check In:

All visitors **MUST** check in with security at the jobsite entrance (if they are onsite) and most importantly, check in with the onsite PBC project field office **prior to entering the construction area**. The PBC field office will inform you about any jobsite hazards or conditions that you should be aware of and the steps you should take to avoid them. Special instructions may also be provided to you regarding the project's Emergency Action Plan.

### Check Out:

When leaving the project it is also very important to check out with security and the PBC field office. We want to make sure everyone is accounted for when you leave.

***Your cooperation in complying with these important safety rules will be greatly appreciated.***

Ogden Replacement Elementary School  
Project # E2525

RFI Form	Date Created:
----------	---------------

TO:	FROM:
Adam Dell Turner Construction Company 55 East Monroe Street Suite 3100 Chicago, IL 60603 Phone: 312-327-2917 Fax: 312-704-0563	Name: Company: Address: City / State / Zip Phone: Fax:

Subject	Discipline
RFI Form	C, S, M, E, P, FP

Drawing References (Note Drawing Name and Date):

Spec Section References:

Sketch References:

**Question:**

**Suggestion:**

**Indoor Air Quality Plan – During Construction (DRAFT September 9, 2009)**

Turner Construction Company (TCCO) and the project team are committed to achieving LEED “Silver” certification for the Ogden Replacement Elementary School project. One critical component of the LEED requirements is to administer an Indoor Air Quality plan during construction activities.

Turner Construction will assign one individual to perform the duties of the Construction IAQ representative. This representative shall act as agent for the Owner’s representative to develop and implement the details of procedure for enforcing the requirements contained within this document, supervision of the work performed to ensure compliance with the details contained within this document. The representative shall have the authority at any point during the construction process to implement a stop work order if in the representative’s opinion: A) the procedures and measures contained in this document are not being adhered to. B) A specific construction activity is creating a condition that produces air pollutants. C) Ongoing construction procedures are creating a significant potential for future moisture migration into the completed building, or future air pollution into the completed building.

The duties of the Construction Manager’s IAQ Representative shall include the following:

1. Creation and maintenance of all checklists and worksheets.
2. Daily Job Site inspections for compliance with the requirements contained within this section.
3. Maintenance of daily inspection logs.
4. Taking photographs of construction IAQ management measures such as protection of duct and on-site stored or installed absorptive materials.
5. Maintenance of all deficiency lists, including corrective action taken, both with dated organization.
6. Conducting of any required Construction IAQ Meetings and recording of such meetings.
7. Maintenance of cut sheets of all filtration media utilized during construction and installed immediately prior to occupancy.
8. Maintenance of schedule for filter change outs, until Owner acceptance of equipment.
9. Taking progress photographs of jobsite to sufficiently document implementation of construction IAQ management measures.
10. Collection of documentation of duct testing from the Commissioning Authority.
11. Immediate notification to Owner’s representative of any adverse indoor air quality issues that may arise.

Please see below for a description of the Indoor Air Quality plan for the Ogden Replacement Elementary School project. Each Subcontractor is responsible for his/her activities as they relate to this plan. The plan is being implemented for the health and safety of tradespersons, adjacent tenants, as well as for the long-term health of the future occupants of the Ogden Elementary School. The content of this plan was developed in accordance with the applicable provisions of the SMACNA IAQ Guidelines For Occupied Buildings Under Construction (1995).



**A. Identified Sources of Pollutants, Odor, and Dust**

1. General construction dust and dirt
2. Water infiltration
3. Engine Emissions
4. Welding/Torching
5. Drywall Sanding
6. Painting/Caulking
7. Smoking

**B. Areas/persons potentially affected by these sources**

1. Tradespersons
2. Adjacent building occupants
3. Future building occupants

**C. Control Measures applicable to each source and affected area:**

1. General construction dust and dirt
  - a) Use effective construction housekeeping methods – clean often, use sweeping compound, etc.
  - b) Final clean prior to occupancy
  - c) Isolate drywall sanding to localized areas
  - d) Employees performing drywall sanding to wear masks
2. HVAC protection
  - a) Install pre-filters (MERV 8) in AHUs during construction to protect AHUs and ductwork.
  - b) Install pre-filters in exhaust AHUs to protect heat recovery coils from dirt and dust.
  - c) Filters to be replaced when they are 80% loaded
  - d) Keep all loose pieces of ductwork covered at all times prior to installation to prevent dust or dirt accumulation; cover open ends with 6 mil visqueen or better
  - e) After installation, seal all open ends of ductwork runs.
  - f) Keep all equipment covered at all times prior to installation to prevent dust or dirt accumulation; no construction materials are to be stored inside AHU during construction.
3. Source Control
  - a) TCCO will direct Subcontractors to protect stored on-site or installed absorptive or porous materials such as insulation, drywall and carpeting from exposure to moisture.
  - b) TCCO will not allow Subcontractors to use wet damaged porous materials (as determined by the Plan Manager) in the building.
  - c) All finish materials specified and used on site have low toxicity levels, or none at all.
  - d) The VOC levels of sealants, adhesives, paints and coatings, flooring, and composite wood are limited based on EQ Credit 4.1 – 4.4.
  - e) Limit exposure of VOC levels to the environment by sealing all cans, caulk tubes, etc. when not in use.
  - f) In situations in which extremely adverse odors become present due to construction activities, air recirculation through an air filter shall be ordered by the IAQ representative, prior to start-up of exhaust systems. Adverse odors shall include those odors that are at levels

that pose a health threat to workers or the general public, or have the potential of excessive related complaints.

- g) No hazardous materials are expected to be encountered at this project.
- h) When appropriate; volatile liquids, including fuels and solvents to be stored in closed containers and, if possible, outside of the building when not in use.

4. Pathway Interruption

- a) If necessary, any work within occupied or partially occupied areas will be segregated physically with dustproof construction partitions and provided with negative air exhaust via portable HEPA ventilators by Subcontractor.

5. Scheduling

- a) Construction schedule includes 3 weeks after substantial completion, after final clean, for IAQ testing and / or building flush out.
- b) Porous materials (furniture, fabric, carpet, etc.) will be installed after the major dust-producing work has been completed.
- c) Porous materials (furniture, fabric, carpet, etc.) will be installed after the major painting/caulking work has been completed.
- d) The IAQ representative shall inspect, verify, and enforce that finish materials shall not be installed at locations where they may be subject to water infiltration. Proper coordination of trades to complete such work shall be the responsibility of Turner Construction.
- e) Each subcontractor shall be required to notify Turner Construction in sufficient advance notice of any conditions that exist which may be a potential water migration issue. Inspection of porous items (i.e. insulation) for water infiltration will be performed by the IAQ representative. Materials that become affected by water and remain damp for a few hours shall be replaced by the IAQ representative if finishes were applied without proper notification. Subcontractors that prematurely apply finishes without advance notification of water migration issues, transmitted to the IAQ representative, will be financially responsible for the removal and replacement of such finishes.

6. Housekeeping

- a) Accumulation of dust fumes, vapors, or gases in the building will be minimized.
- b) Work areas to be cleaned daily to remove construction debris and minimize dust.
- c) Dust to be suppressed with wetting agents or sweeping compounds. The IAQ representative shall verify that dust control measures, in accordance with housekeeping measures contained in this document shall be used when cleaning is performed. In instances where dust particles are visibly spread, the IAQ representative shall direct workers to implement more restrictive measures as is required to control dust. No demolition is expected to occur during housekeeping procedure.
- d) Clean-up of dust to be performed using a wet rag or damp mop as required to maintain work areas as clean as possible.
- e) Cleaning frequency to be increased when dust build-up is noted.
- f) Spills or excess applications of solvent-containing products to be removed as soon as possible.

- g) Accumulated water to be removed and work areas to be kept as dry as possible.
  - h) When appropriate; volatile liquids, including fuels and solvents to be stored in closed containers and, if possible, outside of the building when not in use.
7. Water infiltration
- a) Protect all porous materials from moisture, i.e. insulation, drywall, wood products, etc. using methods described below
  - b) Immediate remediation of any water infiltration – vacuum it up, dry it out
  - c) Store all moisture sensitive materials indoors and keep covered
  - d) All materials must be stored on pallets, skids, or cribbing to protect from water on the floor
  - e) Follow Turner Moisture Control Plan for remediation or replacement of water damaged materials – “if in doubt, cut it out”
8. Engine Emissions
- a) Excessive engine idling is not permitted on site.
9. Welding/Torching
- a) Provide local exhaust and/or HEPA-filtered air scrubbers at welding operations
10. Smoking
- a) No smoking is allowed on the project site at any time.

Turner's Project Superintendent will review these issues in the field on a weekly basis using the attached Indoor Air Quality checklist. Any action items or deficiencies will be noted and forwarded to the appropriate subcontractors for correction. Likewise, if you or any of your trade personnel are aware of any violations of the policies described herein, please bring them to Turner's attention as soon as possible and we will see that they are corrected.

**PROJECT-SPECIFIC INDOOR AIR QUALITY PLAN  
 FIELD CHECKLIST**

Turner Construction Company

Date: \_\_\_\_\_

By: \_\_\_\_\_

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Protection from construction dust and dirt</b> MERV 8 Construction filters installed at AHUs? Are filters less than 80% loaded? Is stored ductwork covered & protected? Is installed equipment covered & protected? Are open ends of installed ductwork sealed? Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Protection of stored/installed materials from water damage</b> Are materials stored on pallets, skids, elevated from floor level? Are materials stored indoors or covered to protect from weather? Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Protection from engine emissions &amp; welding fumes</b> Use HEPA air scrubbers or adequate ventilation & exhaust during welding Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Smoking</b> No smoking on the project site at any time Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Housekeeping</b> Is construction debris minimized? Is construction dust minimized? Comments:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**TURNER FORMULA FOR CHANGES**  
 Percentage Markup and Procedures Applicable to Work  
 Added to or Omitted From the Original Subcontract Agreement

Rev. 6/18/07

**LUMP SUM:**

Predetermined Lump Sum additions and/or deletions to the Agreement are to be based upon the estimated "Net Actual Cost", plus the following maximum %'s for Overhead and Profit. The percentages for Overhead and Profit will be negotiated and may vary according to the nature, extent and complexity of the work involved. Not more than three percentages each not to exceed the maximum percentages shown below, will be allowed regardless of the number of tiers of subcontractors. That is, the markup on work subcontracted by a subcontractor will be limited to one overhead and profit percentage in addition to the prime contractor's overhead and profit percentage. On proposals for decreases in the amount of the contract, the overhead and profit will be added to the "Net Actual Cost", thereby increasing the credit that would be deducted from the price of this agreement:

**Maximum % for Overhead & Profit**

	<u>Labor</u>	<u>Material</u>	<u>Sublet Work</u>
Additions:	10%	10%	05%
Omissions:	0%	0%	00%

**TIME & MATERIAL:**

Additional Work to the Contract, authorized by Turner in advance to be performed on a Time & Material Basis, is to be based upon the "Net Actual Cost", plus the following %'s for Overhead & Profit:

**Maximum % for Overhead & Profit**

	<u>Labor</u>	<u>Material</u>	<u>Sublet Work</u>
Additions:	10%	10%	05%

**General**

1. Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and evaluation. On Time & Material Work, daily reports in duplicate showing all field and shop labor expended and/or material delivered, shall be submitted to Turner's Job Staff. Invoices shall be submitted monthly.
2. No overhead and profit will be permitted on the premium time portion of overtime work.
3. %s shall apply to net differences in quantities for adds and deducts in any one change.
4. %s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors.
5. "Net Actual Cost" defined:
  - a. **LABOR**
    - 1) Wages of labor, including foreman and general foreman, engaged in this work and directly on Subcontractor's payroll.
    - 2) Engineering and drafting performed with Turner's prior approval.
    - 3) Fringe Benefits established by governing trade organizations.
    - 4) Federal Old Age Benefits, Federal and State Unemployment Taxes.
    - 5) Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any other forms of insurance required by Turner.
  - b. **MATERIAL**
    - 1) Net cost of construction materials and supplies delivered to site, including applicable Sales and/or Use Taxes, transportation costs, trade and cash discounts. (Note: Sales Tax is not applicable to transportation costs).
    - 2) Costs of a special nature, approved in advance by Turner, such as for riggers, labor transportation, equipment rentals, royalties, permits, and other expenses of this nature.
6. %s shall include the following overhead costs:
  - a. Supervision and Executive Expenses (office supervision only).
  - b. Small tools; incidental scaffolding, blocking, shores; appliances; subcontractor's trucks & drivers; etc.; and the expense of maintaining same.
  - c. Administrative expenses - clerical, accounting, etc., both at the Project and in the Subcontractor's office.
  - d. Project Managers, Engineering Costs, Shop Drawings, Proposal Preparation Review, Expediting Costs, etc.
  - e. Taxes required to be paid by the Subcontractor, but not included under the aforementioned "Net Actual Cost".
7. %s shall include all profit.

INITIALED FOR:	
SUBCTR	TURNER

RE: \_\_\_\_\_  
\_\_\_\_\_

# SAMPLE

CONTRACT NO. \_\_\_\_\_

## RATE SHEET

SUBCONTRACTOR: \_\_\_\_\_

LABOR CLASSIFICATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOCAL: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

LOCAL PHONE NO: (708) 443-9000

TELEPHONE: \_\_\_\_\_

EFFECTIVE DATE: FROM 6/1/09

TO: 5/31/10

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)		\$0.00	\$0.00	\$0.00
UNION FRINGE BENEFITS:		\$0.00	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$0.00	\$0.00	\$0.00
F.U.I. (1996)* %	0.80%	\$0.00	\$0.00	\$0.00
S.U.I. (2008)* %	8.90%	\$0.00	\$0.00	\$0.00
<b>WORKMEN'S COMP.* [a] %</b>	<input type="text"/> *	<input type="text"/> \$0.00	\$0.00	\$0.00
<b>GENERAL LIABILITY INSURANCE:* [b] %</b>	<input type="text"/> *	<input type="text"/> \$0.00	\$0.00	\$0.00
SUB TOTAL:		<input type="text"/> \$0.00	<input type="text"/> \$0.00	<input type="text"/> \$0.00
OVERHEAD & PROFIT	<input type="text"/> 10.00%	<input type="text"/> \$0.00	N/A	N/A
SUBTOTAL		<input type="text"/> \$0.00	<input type="text"/> \$0.00	<input type="text"/> \$0.00
PERFORMANCE & PAYMENT				
BOND COSTS: [c] %	<input type="text"/> 0.00%	<input type="text"/> \$0.00	<input type="text"/> \$0.00	<input type="text"/> \$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<input type="text"/> <b>\$0.00</b>	<input type="text"/> <b>\$0.00</b>	<input type="text"/> <b>\$0.00</b>

ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

\*Percentages on basic rate (e) only

\*\*These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

1- Items a,b,c: to be submitted by subcontractor & reviewed by Turner.

2- The above Total Labor Rate Per Hour will be updated annually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. XXXX  
[PROJECT NAME]

**Performance and Payment Bond  
Bond No. SPECIMEN**

**Contract No. SPECIMEN**

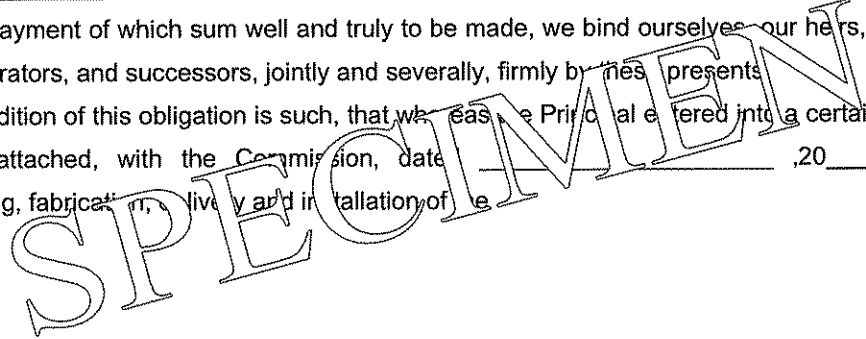
KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ \*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with offices in the \_\_\_\_\_ State of \_\_\_\_\_  
as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with  
offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building  
Commission of Chicago, hereinafter called "Commission", in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents  
The condition of this obligation is such, that we as the Principal entered into a certain Contract,  
hereto attached, with the Commission, dated \_\_\_\_\_, 20\_\_\_\_, for the  
furnishing, fabrication, delivery and installation of the



in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements of said Contract during the original term of said  
Contract and any extension thereof that may be granted by the Commission, with or without  
notice to the Surety, and during the life of any guarantee required under the Contract, and shall  
also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and  
agreements of any and all authorized modifications of said Contract that may be made; and also  
if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials,

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. XXXX  
[PROJECT NAME]

facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing materials, facilities, or services may bring suit on this Bond or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.XXXX  
[PROJECT NAME]

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

_____	_____	BY (Seal)
Name	Individual Principal	)
_____	_____	(Seal)
Business Address	Individual Principal	
_____	_____	
City	State	Partner

CORPORATE SEAL

ATTEST:

_____	_____	Corporate P rincipa
BY	_____	BY
_____	_____	
Secretary	President	
Title	Title	

SPECIMEN

_____	_____
Business Address	Corporate Surety
BY	_____
_____	Title
_____	CORPORATE SEAL
Business Address	

The rate of premium of this Bond is \$ \_\_\_\_\_ per thousand.\*\*  
 Total amount of premium charged is \$ \_\_\_\_\_ \*\*

\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

\*\* Must be filled in by the Corporate Surety.



# TURNER CONSTRUCTION COMPANY

## HANDHELD UNIT USE POLICY

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Turner Construction Company recognizes that our employees are our most valuable assets and the most important contributors to our continued growth and success. We are not only concerned about your welfare as a Turner employee, but also the welfare of others who could be put in harm's way by inattention to the task (driving, operating equipment, etc.). We are therefore firmly committed to providing a safe work environment for all workers and set forth this policy for safe use of Mobile Handheld Units\* while driving.

\*Mobile Handheld Units are handheld devices, including cell phones, Blackberries, pagers, Palm Pilots, PDA's, MP3 players (or equivalent), radios, and other communication devices.

### **Purpose:**

Driver inattention is a factor in the majority of motor vehicle accidents. Researchers at the University of Toronto found the risk of having a collision while using a mobile handheld unit or similar device is the same as driving while intoxicated. Several states already prohibit the use of mobile handheld units without a hands-free device while driving and many more states will follow suit.

For these reasons, effective immediately, Turner Construction Company employees are prohibited from using mobile handheld units without a hands-free device (defined as vehicle mounted or headset ear clip) while driving on company time or while conducting Turner business. This Policy includes all calls made from the following types of vehicles on or off all Turner jobsites.

1. Vehicles provided by Turner Construction Company including:
  - Leased vehicles with or without a Turner decal;
  - Golf carts and similar vehicles used for jobsite transportation;
  - Construction equipment to include cranes, scissor and aerial lifts, earthmoving, hauling, and excavating equipment, except for radios, when radios are the primary means of controlling the operation of the equipment.
2. Turner employee personal vehicles if the employee is receiving a vehicle allowance and/or the employee has been issued a company telephone.

### **Procedures/Expectations:**

A driver's first responsibility while on company time or while conducting Turner business, on or off a jobsite, is the safe operation of the vehicle. The Policy should be followed accordingly.

#### **Hands-Free Devices**

*Hands-free operation does not guarantee 100% safety but will provide drivers with less distraction.*

1. Always use the appropriate hands-free device for your Mobile Handheld Unit. For telephones issued by the company, an appropriate hands free device will also be issued at company expense or the individual reimbursed for its purchase.
2. Use the Mobile Handheld Unit's speed dial and voice activated functions;

3. Inform regular callers of the best time to reach you based upon your driving schedule.
4. If a hands-free device is not available:
  - Do not use the Mobile Handheld Unit; send calls to voicemail, forward them to another number or turn off the unit.
  - Pull off the road to a safe location to make or receive a call or ask a passenger to make or take the call.
5. Never take notes, type, refer to maps, input information into a global positioning system (GPS), or any materials while operating a vehicle.
6. Check state requirements and follow the law. Example: In California, if you are punching a button, and therefore taking your eyes off the road, you are in violation of the law.

### **Acknowledgement and Warnings**

All employees issued company telephones will be required to sign an acknowledgement that the use of a Mobile Handheld Unit without a hands-free device is prohibited while driving. This acknowledgement can be found on the TKN University site and submitted electronically.

NOTE: Any employee charged with traffic infractions as a result of the use of a Mobile Handheld Unit will be personally responsible for paying fines and any other associated costs just as they are for any other parking violation or moving traffic offense.

Turner has made available on the Turner Store four types of hands free devices for purchase for which the employee may seek reimbursement through expense report if issued a company telephone. If a BU can purchase these more economically in bulk in their local market, they should do so and issue them to employees with company telephones

***This mobile handheld device use policy is intended to reduce the likelihood of motor vehicle accidents. It may not prevent all motor vehicle accidents from occurring. It does not address potential compliance issues with Federal, State, local OSHA or any other regulatory agency standards. Nor is it meant to be exhaustive or construed as legal advice.***

**EXHIBIT 1**  
**PUBLIC BUILDING COMMISSION SUBCONTRACT PROVISIONS**

**1. Required for Bid Documents.** The forms referenced are attached as exhibits to this Exhibit 1: Schedule 1 – Consent to Assignment; Schedule 2 – Affidavit of Non-Collusion; Schedule 3 – MBE/WBE Special Conditions; Schedule 4 – Affidavit of Uncompleted Work; Schedule 5 – Bidder’s Financial Statement; Schedule 7 – Bidder’s Statement of Qualifications; Schedule 8 – Disclosure of Retained Parties.

**A. Affidavit of Non-Collusion**

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**B. MBE and WBE Commitments**

The goals for MBE and WBE participation for this Contract are stated in the Purchase Requisition. Each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract in accordance with Schedule 3 – MBE/WBE Special Conditions ,

**C. Affidavit of Uncompleted Work**

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder’s own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

**D. Bidder’s Financial Statement**

Each Bidder shall have on file in the office of the Construction Manager at the time of bid opening a financial statement dated not earlier than the end of said Bidder’s last fiscal year period. This will be kept on file by the Construction Manager as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Construction Manager at time of bid opening may be cause for the rejection of the Subcontractor’s Bid.

**E. Disclosure Affidavit**

Each Bidder shall have on file in the office of the Construction Manager at the time of bid opening a fully executed Disclosure Affidavit. If a Bidder does not have such statement on file, it must submit a copy with its bid.

## **F. Statement of Bidder's Qualifications**

Each Bidder shall have on file in the office of the Construction Manager at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). Construction Manager reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

## **G. Disclosure of Retained Parties**

The apparent low Bidder and the apparent 2<sup>nd</sup> low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

## **H. Submission of Bid**

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Construction Manager.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

## **I. Withdrawal Of Bids Before Bid Opening**

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

## **J. Opening Of Bids**

At the time and place fixed for the opening of bids, the Construction Manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

## **K. Evaluation of Bids**

1. The Construction Manager reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
3. Along with reviewing the calculations of each bid, the Construction Manager will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
4. The Construction Manager requires that the apparent low bidder and the apparent 2<sup>nd</sup> low bidder submit a breakdown of their bids by CSI Division or other appropriate basis and to attend a pre-award meeting to review their bids in detail.

#### **L. Award Of Contract; Rejection Of Bids**

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder to whom the award is made will be notified at the earliest possible date.
3. Upon award of Contract, the Construction Manager, on behalf of the Commission, will process the Contract for final execution.

**The Construction Manager reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.**

#### **M. Basis of Award (Award Criteria)**

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Construction Manager, on behalf of the Public Building Commission of Chicago, has established the Award Criteria formula for the purpose of canvassing bids and awarding contracts for Work. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. Construction Manager reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Subcontractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

##### **1. Instructions**

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized bid sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Exhibit 1

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Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	_____
Line 2.	Percentage of the Journeyworkers hours that the Subcontractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	_____
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
Line 4.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	_____
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	_____
Line 7.	Multiply Line 6 by Line 1 by 0.01	_____
Line 8.	Percentage of total Journeyworker hours that the Subcontractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	_____
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
Line 10.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	_____
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female	_____



Laborers during construction of the project. (Maximum figure 0.10)

Line 13.	Multiply Line 12 by Line 1 by 0.01	_____
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	_____
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	_____

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ \_\_\_\_\_

### 3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part III.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part III "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

#### Definitions

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the Near North Side and West Town communities of Chicago as indicated in the Community Area Map included in the Procedures Manual.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

### 4. Liquidated Damages

The Subcontractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Subcontractor and the Contract Sum modified accordingly:

- a) For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- b) For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c) For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d) Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Subcontractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e) The Commission is aware that certain sub-tier subcontract agreements under this Subcontract may require sub-tier subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of certain

sub-tier subcontract liquidated damages provisions result in an aggregate total of sub-tier subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Subcontractor, then Subcontractor must pay the excess pro rata as a bonus to each subcontractor exceeding its sub-tier subcontract commitments for minority or women employment, or both.

## 5. Reporting

In accordance with this commitment, the Subcontractor must submit both the Subcontractor's Payroll Record Form and the Subcontractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis to the Commission using the Commission's web based compliance tracking software which will be made available to all subcontractors.. All Subcontractors must submit a Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a) The classification "White" includes person of Indo-European descent.
- b) The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c) The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d) The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e) The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f) The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

## 6. Major Trades

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Constructors	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers

Ornamental Iron Workers (Local 63)  
Insulators  
Terrazzo Workers  
Tile Layers  
Lathers

Tuck Pointers  
Tapers  
Ironworkers (Local 1)  
Tile Finishers

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Construction Manager.

7. Trade Participation - For Information Only

The following information must be supplied by the Subcontractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Subcontractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION

PERCENT OF MINORITY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**2. Standard of Performance.**

**Standard of Performance**

In addition to performing the Work in full compliance with the Contract Documents, the Subcontractor will perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced Subcontractors in performing work in projects of a scope and magnitude comparable to the Project. Unless otherwise specified, all materials and equipment will be new, and of such quality as required to comply with the Contract Documents. The Subcontractor will, when required, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor will be performed by workers skilled in their respective trades, and workmanship will be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents will result.

### **3. Permits, Licenses and Regulations.**

#### A. Permits

1. The Subcontractor will not be responsible for the building permit cost. However, all other trade specific permits and associated fees will be the responsibility of the Subcontractor.
2. The nature of the foundation systems required on portions of this Project are such that submittals, permits, and coordination will be required with the City of Chicago Bureau of Underground. The Subcontractor, representing its familiarity with these systems and permit processes, is responsible for any and all submittals, fees, coordination, and any other items required to secure approvals required by the authorities having jurisdiction for the installation of these systems.

#### B. Licenses and Regulations

1. The Subcontractor will include in the bid for the Project, obtain, and pay for all licenses and certificates of inspection required or necessary for the execution and completion of the Work.
2. The Subcontractor must give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the Subcontractor observes that the Drawings and specifications are at variance therewith, prompt notification in writing must be given to the Construction Manager. If the Subcontractor fails to provide such notice, or otherwise performs the Work contrary to pertinent law, ordinances, codes, rules or regulations, the Subcontractor will bear all costs arising from any Work performed that is contrary to such laws, ordinances, codes, rules, and regulations.
3. The Subcontractor must also comply with the current regulations of the National Board of Fire Underwriters where applicable, and all other codes named in the specifications for the various divisions of the Work.
4. Regulations applicable to this Project include, but are not limited to, the following:
  - a. City of Chicago Building Codes (latest edition)
  - b. NEC 1990
  - c. NFPA 2006
  - d. Illinois Plumbing Code
  - e. Illinois Accessibility Standards
  - f. Americans with Disabilities Act Guidelines (ADAG)
  - g. ASHRAE/IES, Standard Efficiency Guidelines
5. Where requirements of the applicable building codes differ, the more stringent requirement shall govern. Where requirements conflict, the Construction Manager shall determine which requirement shall govern and the Subcontractor shall comply with the governing requirement.
6. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Construction Manager.

7. It shall be the responsibility of the Subcontractor to coordinate, procure and pay for all ties necessary for the completion and operation of the fire alarm system. Subcontractor shall arrange and pay for all fees as required by the City of Chicago Bureau of Electricity.

#### **4. Environmental Compliance.**

##### **A. Compliance with Environmental Laws**

1. The Subcontractor must comply with all environmental laws including, without limitation, those listed in the Disclosure Affidavit that must be executed and notarized by the Subcontractor, and any analogous future local, state, or federal ordinance or statute, rule, or regulation promulgated under or pursuant to the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for, or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court, or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions (collectively, "Environmental Laws").

2. If the Subcontractor is required, pursuant to any Environment Laws, to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on or about any premises used by Subcontractor to perform the Work required hereunder, the Subcontractor must provide a copy of such report or notice to the Construction Manager and . If a release or threatened release of Hazardous Materials or Special Waste into the environment occurs, or if any claim, demand, action or notice is made against the Subcontractor regarding the Subcontractor's failure or alleged failure to comply with any Environmental Law, the Subcontractor must notify the Construction Manager and Commission Representative pursuant to Section F, "Disposal of Materials, Construction Debris, Soil, and Waste," herein below.

3. If the Subcontractor fails to comply with any Environmental Law, Construction Manager may terminate this Contract in accordance with the default provisions of this Contract, which may adversely affect Subcontractor's eligibility for future contract awards from the Construction Manager and the Commission.

##### **B. Environmental Permits**

1. The Subcontractor must show evidence of, and keep current throughout the term of this Contract, all waste hauling, Special Waste hauling, disposal permits and insurance certificates required by Federal, State, City, or other local governmental body or agency pursuant to any Environmental Law.

2. When requested by the Construction Manager, the Subcontractor must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Construction Manager throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract.

3. Environmental Records and Reports: The Subcontractor is required to prepare and maintain

proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including, but not limited to the following:

- a. Vehicle maintenance records.
- b. Safety and accident reports.
- c. IEPA or OSHA manifests.
- d. Disposal records, including disposal site used, date, truck number and disposal weight.
- e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

### **C. Energy Conservation Ordinance**

Whenever the Subcontractor is required to build new building(s) or structures, construct additions or make alterations to existing buildings, install systems such as mechanical, service water-heating, electrical distribution, and illumination, or install other equipment, it will be required to comply with Chapter 18-13 of the Municipal Code of Chicago, as well as any other pertinent Environmental Laws.

### **D. Environmental Controls**

In performing the Work, the Subcontractor must comply with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commission. The discharge of Hazardous Materials into waterways and City sewers is prohibited.

### **E. Equipment and Environmental Control during Transport**

The Subcontractor must haul materials, construction debris, soil, and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes will be designed to prevent spillage during the hauling operation. The Subcontractor's equipment must fully comply with all City, State, and Federal regulations, laws, and ordinances pertaining to size, load, weight, safety, and any Environmental Law.

### **F. Disposal of Materials, Construction Debris, Soil, and Waste**

1. The Subcontractor is responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve the Subcontractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The Subcontractor will identify the disposal site(s) or transfer station(s) to which it has contractual access and for which

proper, sanitary landfill permits and/or licenses have been obtained. All of Subcontractor's personnel shall be trained in the proper handling of the materials that are found.

2. The Subcontractor must provide the Construction Manager with copies of all load tickets, manifests, bills of lading, scale tickets, and other pertinent documents. When requested by the Construction Manager, the Subcontractor will provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill proposed for use by the Subcontractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Subcontractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the Construction Manager. If the Subcontractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Subcontractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. The Subcontractor must notify the Construction Manager within 24 hours of receipt of any environmental complaints, fines, citations, violations, or notices of violation ("Claim") by any governmental body or regulatory agency against the Subcontractor by any third party relating to the loading, hauling, or disposal of materials, construction debris, soil, or other wastes. The Subcontractor will provide evidence to the Construction Manager that any such Claim has been addressed to satisfaction of the issuer or initiator of such Claim.
4. The Subcontractor must notify the Construction Manager of any community meeting, media involvement, or media coverage related to the loading, hauling or disposal of materials, construction debris, soil, and other wastes under this Contract in which the Subcontractor is asked to participate.
5. The Subcontractor must verify, in writing, whenever requested by the Construction Manager, that all materials, construction debris, and other waste accepted by the Subcontractor from the Construction Manager has been disposed of in compliance with all Environmental Laws.
6. The form for identifying the Subcontractor's debris disposal/hauling site(s) and acknowledging terms and conditions relating thereto which has been executed by the Subcontractor may be attached to this Contract and incorporated by reference, as appropriate. In addition to the representations and requirements contained in the form, the Subcontractor understands and agrees that the Subcontractor, unless otherwise authorized in writing by the Construction Manager, must not continue to use a disposal/hauling site identified in the form that (i) has been cited as being in violation of any Environmental Law, regulation, or any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the form, the Subcontractor must arrange for a substitute disposal/hauling site that meets the requirements specified in the form and provide a revised form to the Construction Manager. The Subcontractor further understands and agrees that any such substitution is at no additional cost to the Construction Manager, regardless of the reason necessitating such substitution.

#### **G. Open Dumping Prohibited**

1. The removal of all recyclable materials and garbage, refuse, or other waste material, including but not limited to broken concrete, bricks, rocks, paving asphalt, and incidental



debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all applicable local, state, and federal regulations.

2. Bills of Lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material must be retained by the Subcontractor and made available to the Construction Manager upon request.

## **H. LEED Certification Requirements**

1. The Subcontractor must assist the Construction Manager, on behalf of the Commission, to achieve the LEED Certification level required for this project. The LEED Scorecard (Registered Project Checklist) identifying the LEED version and level, as well as prerequisites and credits to be achieved, is attached. The Subcontractor must implement construction of the Project and provide documentation, in accordance with the requirements of the LEED version promulgated by the US Green Building Council indicated in the attached LEED Checklist so that the Commission can achieve the LEED rating identified.
3. The Subcontractor must make all required LEED submittals to the Construction Manager Representative. The format and number of submittals must be approved by the Construction Manager.
4. The Subcontractor must take the actions listed below, regarding LEED, within the time periods specified.
  - a. Erosion and Sedimentation Control Plan (if applicable) must be submitted within fifteen (15) days of the NTP. The Subcontractor must implement the approved Plan prior to start of work on the Project site. The Subcontractor may be required to incorporate or maintain an existing Plan from a previous phase of the work.
  - b. Construction Waste Management Plan must be submitted within fifteen (15) days of NTP. The Construction Waste Management Coordinator must be identified and the approved plan be completed prior to the start of construction.
  - c. Materials and Resources Plan must be submitted within thirty (30) days of the NTP
  - d. Volatile Organic Compounds Plan must be submitted within thirty (30) days of NTP
  - e. Construction Indoor Air Quality Plan must be submitted within thirty (30) days of NTP.

## **5. Indemnity and Insurance.**

### **A. Indemnification**

1. The Subcontractor covenants to and must indemnify, defend and hold harmless the following indemnitees: the Commission, the User Agency, the Architect and its consultants, the Commission Representative and the Chicago Board of Education, their respective Executive Directors, board members, officers, employees and representatives, individually and collectively, (“Indemnitees”) from all claims, demands, actions and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the Work under this Subcontract. This indemnity includes any and all expenses incurred in connection with the investigation of any claim or the defense of any lawsuit brought by any third party, including all court costs and actual attorneys’ fees incurred by the Indemnities herein. This indemnification is not limited by any amount of insurance required under this Subcontract. Further, the indemnity contained in this section will survive the expiration or termination of this Subcontract. If any injury (including death), loss or damage (or claim or claims therefore) occurs or is alleged to have occurred, the Subcontractor must give immediate notice thereof to the Commission Representative.

To the extent permissible by law, Subcontractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Subcontractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitation it may have on its liability under the Workers’ Compensation Act or the Illinois Pension Code.

2. The Subcontractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnitees, including, without limitation, claims by an employee, sub-tier subcontractors, agents, or servants of Subcontractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified parties. The Commission will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Subcontractor of its obligations hereunder.

3. The obligations of the Subcontractor under this Article do not extend to the liability of the Architect, its agents or employees arising out of: the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving or failure to give directions or instructions by the Architect, its agents, or employees, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

4. The Subcontractor will promptly provide, or cause to be provided, to the Executive Director and Commission Representative, copies of such notices as Subcontractor may receive of any claims, actions, or suits as may be given or filed in connection with the Subcontractor’s performance or the performance of any sub-tier subcontractor and for which the Indemnified parties are entitled to indemnification hereunder and to give the Indemnities authority, information, and assistance for the defense of any claim or action.

## B. Insurance

1. The Project may utilize a Contractor Controlled Insurance Program (CCIP) provided by the Construction Manager, which includes Workers Compensation and General/Excess Liability Coverages. Therefore the insurance requirements under this Section 5 relative to Workers Compensation and General/Excess Liability Coverage shall be provided as an alternate in the Subcontractor’s bid. The Contractor must procure and maintain at all times, at Subcontractor’s own expense, through the completion of the warranty period, the types of insurance specified in the Procedures Manual., with insurance companies authorized to do business in the State of

Illinois and acceptable to the Commission, covering all operations under this Contract, whether performed by the Subcontractor or by Sub-Subcontractors. Upon written request by the Construction manager, the Subcontractor must allow the Construction Manager to review and copy any original insurance policies the Subcontractor is obligated to maintain under this policy.

2. The Subcontractor waives any and every claim or right of recovery from the Construction Manager and Commission for any and all injuries and losses arising under this Contract or in any way related to the Work, including but not limited to any claim for loss of or damage to the Work or to the contents thereof, which injury, loss, or damage is covered by valid and collectible insurance policies, to the extent that such injury, loss, or damage is recoverable under said insurance policies. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), the Subcontractor agrees to give each insurance company which has issued, or in the future may issue, its policies of insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. The Subcontractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission.

3. The Subcontractor must cause contractual liability endorsement to be issued by the insurance companies and attached to the Commercial General Liability policies of each Subcontractor and/or Subcontractor to include under the coverage therein extended an obligation on the part of the insurers to insure against the Subcontractor and/or each Subcontractor's contractual liability under this Article. Such coverage will be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

The Commission reserves the right to change, modify or delete insurance requirements set forth in the Contract Documents, including, without limitation, the right to request that the Subcontractor provide additional types of insurance.

## **6. Commission Property.**

### **A. Ownership of Drawings, Specifications and Models**

All copies of Drawings and specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project and, with the exception of the signed Contract set, are to be returned to the Construction Manager with a copy of the transmittal letter to the Authorized Commission Representative at the completion of the Work. All models are the property of the Commission.

### **B. Right of Entry**

1. The Subcontractor, and any of its officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Site owned by the Commission or User Agency in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Construction Manager, Commission or User Agency. The Subcontractor must provide advance notice to the Construction Manager of Subcontractor's initial entry onto the Site. Consent to enter upon all or any part of the Site given by the Construction Manager will not create, nor be deemed to imply

the creation of, any additional responsibilities on the part of the Construction Manager, Commission or User Agency.

2. Inspections. The Subcontractor acknowledges that the Commission, the User Agency, the Architect and the Construction Manager have the right of access to the Site at all times and the right to inspect all Work during the term of the Contract.

3. The Subcontractor must use, and must cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the Commission or User Agency in connection with the Work. In the case of any property owned by the Commission or User Agency, or property owned by and leased from the Commission or User Agency, Subcontractor must comply, and must cause each of its officers, employees, agents, and Subcontractors to comply, with any and all instructions and requirements for the use of such property, including any licenses for which requirement is being incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

### **C. Use of Completed Portions of the Work**

1. After Substantial Completion of the Work in any space(s) in the Project, the Commission will have the right to use and occupy such space(s) in advance of Final Completion and Acceptance of the Work, provided that the Commission's occupancy and use of such spaces will not unduly interfere with the Subcontractor's operations nor delay completion of the Work. Occupancy and use of any space(s) in the building by the Commission or User Agency will not constitute Substantial Completion in the absence of written notification of Substantial Completion of the affected portion of the Work from the Architect.

2. If the Commission desires to exercise the right of partial occupancy prior to Substantial Completion and Final Completion and Acceptance of the Work as provided below, the Subcontractor will cooperate with the Commission in making available for the Commission's use such services as heating, ventilating, cooling, water, lighting, and telephone for the space(s) to be occupied. If the equipment required to furnish such services is not entirely complete at the time the Commission desires to occupy the aforesaid space(s), the Subcontractor will make all reasonable efforts to complete it as soon as possible.

3. The Commission's occupancy or use of such space(s) in the Project will not constitute the Commission's acceptance of any Work, materials, or equipment which are not in accordance with the requirements of the Contract Documents, nor relieve the Subcontractor from its obligations or responsibilities under the Contract.

4. In any case, when the Commission occupies or begins to use any portion of the Work pursuant to this Section, the Commission will give the Subcontractor notice in writing of its occupancy and/or use of the space(s) involved.

### **7. No Assignment of Contract.**

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Construction Manager. If the Construction Manager provides consent, such Exhibit 1

consent does not relieve the Subcontractor from any of its obligations under the terms of the Contract, and Subcontractor shall remain responsible for satisfactory performance of all Work undertaken by its Subcontractor(s).

## **8. Compliance with All Laws.**

### **A. Subcontractor Must Comply with All Laws**

1. The Subcontractor must at all times observe and comply, and must cause its Subcontractors to observe and comply, with all applicable Federal, State and local laws, ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinance, codes, rules, regulations, or executive orders to be inserted in this Contract are deemed inserted, whether or not they appear in this Contract. In no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract.

2. In performing the Work, the Subcontractor must follow the most stringent of the applicable agency and code requirements. The Subcontractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

### **B. Equal Employment Opportunity**

1. The Subcontractor will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates.

2. Non-Discrimination

a. It is an unlawful employment practice for a Subcontractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

b. Federal Requirements. Each Subcontractor will comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. Each Subcontractor will further comply with all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. 1447, 42 U.S.C. 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. 706, 42 U.S.C. 12101-12213, 47 U.S.C. 152, 221, 225, 611 (1992); 41 C.F.R. 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978)/; the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990).

c. State Requirements. Each Subcontractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and the Environmental

Barriers Act, 410 ILCS 25/1 et seq. The Contractor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations.

- d. City Requirements. Each Subcontractor must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. Further, each Contractor will furnish such reports and information as requested by the Chicago Commission of Human Relations.
- e. Subcontractors. Each Subcontractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Contract.

3. Employment procedures: Preferences and Compliance

- a. Salaries of employees of Subcontractor, performing Work under this agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations.
- b. Subcontractor certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).
- c. The Subcontractor will also comply with all applicable Anti-Kickback laws and regulations, including the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et seq.* If, in the performance of this agreement, there is any direct or indirect kickback as defined in any of the above-mentioned laws and regulations, the Commission may withhold from the Subcontractor, out of payments due to the Subcontractor, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Subcontractor to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

4. The Subcontractor assumes all liability for the payment of any unemployment benefits payable under any federal or state law to individuals employed by it during the progress of the Work covered by this Contract.

5. The Subcontractor agrees that in performing this Contract it will comply with: the Minority Business Enterprise/Women Business Enterprise Special Conditions of Schedule 3, "MBE/WBE Special Conditions,".

6. A breach of any of the requirements of this Section 10.B may be grounds for termination of the Contract.

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## **C. Chicago Residents As Employees**

### 1. Policy and Terms

- a. Attention is called to an ordinance passed by the City of Chicago on May 18, 1994, City of Chicago Residence Preference Ordinance and the resolution of the Board of Commissioners of the Public Building Commission adopted August 9, 1994.
- b. The Subcontractor agrees to ensure that the aggregated hours of Work to be performed by the Subcontractor and sub-subcontractors under this Contract will be performed such that at least 50% of the on-Site work is performed by actual residents of the City of Chicago. These minimal percentage levels of Chicagoans as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Subcontractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Subcontractor has unsuccessfully solicited a sufficient number of residents of the City of Chicago to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Subcontractor seeking a waiver or reduction will provide timely notice of the need for qualified residents of the City of Chicago to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.
- c. Community Hiring
  - (1) With respect to this construction contract, it is the policy of the Public Building Commission of Chicago to encourage creation of career opportunities for interested residents of the project community within the construction trades, and to encourage employment of both skilled and unskilled workers from among available residents of the project community. The following project community resources are available as employment referral sources in connection with this Contract:

#### a) Skill Builders

The goal of Skill Builders is to increase the number of Chicago residents in building and construction trades. The program provides pre-apprenticeship training and support to students from entry into the Skill Builders program until employment on a job site.

The Subcontractor should utilize minority and female participants who have gone through the program successfully whenever possible. Information regarding the program and its participants is available from the Public Building Commission at (312) 744-3090. Utilization of such participants may assist the Subcontractor in meeting its commitment in the minority and female apprentice categories.

- (2) The Subcontractor also agrees that 7.5% of the aggregated hours of Work to be

performed by the Subcontractor and subcontractors under this Contract will be performed by residents of Near North Side and West Town communities of Chicago as defined in the Community Area Map included in the Procedures Manual.

- (3) In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculation applies: In calculating the worker hours performed by actual residents of the City of Chicago, hours worked by residents of the project community will be multiplied by 1.5 for the purpose of determining the award criteria calculation in the bid. The Commission is aware that certain sub-tier subcontract agreements under this Subcontract may obligate sub-tier subcontractors to fulfill requirements for employment of City of Chicago residents under this Subcontract. Should the Subcontractor receive bonus calculations under the foregoing provisions as a result of residents of the project community employed by any sub-tier subcontractor obligated to fulfill requirements for employment of City of Chicago residents, then the Subcontractor must allow a bonus, in the same amount it receives, in favor of each and every such sub-tier subcontractor.

## 2. Definitions

- a. “Actual residents of the City of Chicago” means persons domiciled within the City of Chicago. Salaried superintendents are excluded from the coverage of this Section. Domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.
- b. “Residents of the project community” means persons domiciled within the City of Chicago and within the Near North Side and West Town communities of Chicago.

## 3. Compliance and Reporting

- a. The Subcontractor will provide for the maintenance of adequate employee residency records to document that actual Chicago residents and community residents are employed on the Project. The Subcontractor will maintain copies of personnel documents supportive of every Chicago employee’s record of actual residence.
- b. Weekly Certified Payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Commission will identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the company hired the employee should be written in after the employee’s name.
- c. Full access to the Subcontractors’ employment records will be granted to the Construction Manager, the Commission or any duly authorized representative thereof. The Subcontractors will maintain all relevant personnel data for a period of at least 3 years after Final Completion and Acceptance of the Work.
- d. At the direction of the Construction Manager, affidavits and other supporting documentation will be required of the Subcontractor to verify or clarify an employee’s



actual address or change of actual address when doubt or lack of clarity has arisen.

4. Non-compliance
  - a. Good faith efforts on the part of the Subcontractor to provide utilization of Chicago residents and community residents will not suffice to replace the actual, verified achievement of the requirement concerning the worker hours performed by actual Chicago residents.
  - b. For the purpose of adjusting the level of Retainage, the Construction Manager will review compliance at 50%, 75%, and 90% completion of the Work. If the Commission has determined that the Subcontractor was not compliant in the fulfillment of the required percentages of aggregated worker hours by actual Chicago residents, or has failed to report in the manner indicated above under "Compliance and Reporting," the Commission will be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans and community residents to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 %, (0.0005), of the Contract Price, as adjusted by any Change Orders, be withheld by the Construction Manager in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency and hours of all employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories.
  - c. The Commission, in its sole discretion, shall determine when to withhold such liquidated damages.
  - d. Failure of the Subcontractor to meet the 7.5% minimum community hiring requirement, or failure to pay any balance due the Construction Manager, may result in the Executive Director determining that the Subcontractor must re-qualify and that the Subcontractor is no longer a responsible bidder.
5. Nothing herein provided is to be construed to be a limitation upon the Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), or other affirmative action requirements under the regulations promulgated by applicable federal, state or local authorities.

#### **D. Veteran's Preference**

The Subcontractor will ensure that the following provision is inserted in all contracts entered into with any subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

"Subcontractor will comply with the provisions of 330 ILCS 55/0/01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative, and supervisory positions) preference will be given to veterans of hostilities and disabled veterans; however, this preference may be given only where the

Exhibit 1

individuals are available and qualified to perform the Work to which the employment relates.”

### **E. Trade Regulations**

Wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade associations, unions, or councils which regulate or distinguish what work will or will not be included in the work of any particular trade, the Subcontractor will make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the Construction Manager and without recourse to the Commission, Architect, or the Commission Representative. In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract because of a conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Construction Manager or the Commission.

### **F. Steel Products**

To the extent permitted by law, this Contract will be subject to all provisions of the “Steel Products Procurement Act,” 30 ILCS 565/1 et seq. as it may be amended from time to time.

### **G. Inspector General**

1. It is the duty of any bidder, proposer, Subcontractor, all subcontractors and all officers, directors, agents, partners and employees of any such entities on City-funded contracts to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Subcontractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

2. All Subcontractors will inform their respective subcontractors of this provision and require compliance herewith.

### **H. Covenant against Contingent Fees**

The Subcontractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty will give the Commission the right to terminate the Contract, or, in its discretion, to deduct from the Contract Price the amount of such commission, percentage, brokerage, or contingent fees. This warranty does not apply to any commission payable by the Subcontractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Subcontractor for the purpose of securing business.

### **I. Taxes**

1. The Subcontractor will pay for all federal, state, and local taxes on all materials, labor, or services furnished, and all taxes arising out of the operations under this Contract. Such taxes include, by way of illustration and not in limitation thereof, Retailers’ Occupational, Old Age Benefit, Unemployment, customs, duties, and all deductions for income taxes now in force or

hereafter enacted prior to Final Completion and Acceptance of the Work. This requirement excludes taxes and assessments on real property comprising the Site and Illinois, County and Municipal Retailers' Occupation and Service Occupation Taxes and Illinois Use, Sales and Service Use Taxes on building materials and fixtures to be incorporated into the Work but does include such taxes on building materials and equipment consumed or used in performing the construction, but not incorporated in it.

2. The Public Building Commission of Chicago, a municipal corporation and political subdivision of the State of Illinois, is exempt from federal Excise Taxes. The State of Illinois Tax Exemption Identification Number is E9978-1506-05.

#### **J. Royalties and Patents**

1. All fees for any patent invention, article or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection or maintenance of the Work, or any part thereof embraced in the Contract, will be included in the Base Contract Price.

2. The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the Construction Manager will only be an approval of its adequacy for the Work, and will not be an approval of the use thereof by the Subcontractor in violation of any patent or other rights of any third person.

#### **K. Conflict of Interest**

No member of the governing body of the Commission and no other officer, employee, or agent of the Commission or other unit of government who exercises any functions or responsibilities in connection with this Contract will have any personal interest, direct or indirect, in this Contract. Each Subcontractor covenants that it; its officers, directors and employees; the officers, director and employees of each of its members if a joint venture; and subcontractors presently have no interest and will not acquire interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Subcontractor further covenants that in the performance of this Contract, no person having any such interest will be employed. Each Subcontractor agrees that if the Construction Manager determines that any of a Subcontractor's work for others conflicts with the Work, that the Subcontractor will terminate such other services immediately upon request of the Construction Manager.

#### **L. Governmental Ethics Ordinance**

1. Each Subcontractor will comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of that chapter pursuant to which no payment, gratuity, or offer of employment will be made in connection with any Commission contract, by or on behalf of a subcontractor to the prime Subcontractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Construction Manager and/or the Commission.

**M. Disclosure Affidavit**

1. The Subcontractor is required to file a fully executed Disclosure Affidavit with the Commission no less than annually. Such document must be signed by an authorized officer of the company before a notary and is incorporated by reference into this Contract.
2. Such Disclosure Affidavit certifies, among other things, that the Subcontractor and each joint venture partner, its agents, employees, officers, and any subcontractors:
  - a. have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, the Commission, any agency of the federal government or any state or local government in the United States;
  - b. have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Disclosure Affidavit;
  - c. are not presently debarred or suspended by any local, state or federal procurement agency;
  - d. do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1; and
  - e. do not owe any debts to the City of Chicago in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

**N. Disclosure of Retained Parties**

The Subcontractor is required to submit a fully executed Disclosure of Retained Parties within 5 days after bid opening. Such documents must be signed by an authorized officer of the company before a notary and are incorporated by reference into this Contract.

**O. Non-Collusion, Bribery of a Public Officer or Employee**

1. Each Subcontractor, in performing under this Contract, will comply with Section 2-92-320 of the Municipal Code of Chicago as follows:
  - a. No person or business entity will be awarded a Contract or subcontract if that person or business entity:
  - b. Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officers or employees official capacity; or
  - c. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
  - d. Has made an admission of guilt of such conduct described in (1) or (2) above which is a matter of record but has not been prosecuted for such conduct.

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2. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity is chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

3. Ineligibility under this section will continue for 3 years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Commission under certain specific circumstances. Reference is made to Section 2-92-320 of the Municipal Code of Chicago for a definition of affiliated agency, and a detailed description of the conditions that would permit the Commission to reduce, suspend, or waive the period of ineligibility.

**P. Consent to Assignment by Commission**

Each Subcontractor shall execute a consent to the assignment of this contract by the Commission to Turner Construction Company, the Commission's Construction Manager for the Work, the form for which is attached as Schedule 1 hereto.

**Q. Parking Violations**

1. The Construction Manager will set off a portion of the Contract Price or compensation due under the Contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the Construction Manager in all contracts undertaken with City of Chicago funds.

2. For purposes of this provision, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which neither has payment been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the Commission for which the period granted for payment has expired.

3. Notwithstanding the provisions of paragraph 1 above, no such debt(s) or outstanding violation complaint(s) will be set off from the Contract Price or compensation due under the Contract if one or more of the following conditions are met:

- a. The contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the Commission and the contracting party is in compliance with the agreement; or
- b. The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

**R. Child Support Ordinance**

1. The City of Chicago through passage of the Child Support Arrearage Ordinance, Municipal Code of Chicago Section 2-92-415, seeks to protect the public interest in contracting with entities which demonstrate financial responsibility, integrity, and lawfulness, and finds that it is especially inequitable for Subcontractors or their owners to obtain the benefits of public funds while failing to pay court-ordered child support, which shifts the support of their dependents onto the public treasury.
2. For purposes of this section, “Substantial Owner” means any person who owns or holds a 10% or more age of interest in the Subcontractor; where the Subcontractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.
3. Percentage of interest includes direct, indirect and beneficial interests in the Subcontractor. Indirect or beneficial interest means that an interest in the Subcontractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominees(s) on behalf of an individual entity. For example, if Corporation B holds or owns a 20% interest in Subcontractor, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more percentage of interest in the Subcontractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.
4. In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed or both (1) and (2), then:
5. For those bidders in competitive bid contracts, the Commission will assess an 8% penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.
6. The provisions of this section apply only where not otherwise prohibited by federal, state or local law.

# SCHEDULE 1 TO EXHIBIT 1

## ASSIGNMENT OF CONTRACT

Effective upon the consent of \_\_\_\_\_ (*Original Subcontractor Name*),[verify]

**ASSIGNOR, the Public Building Commission of Chicago**, an Illinois municipal corporation, Richard J. Daley Center, 50 West Washington, Room 200, Chicago, Illinois 60602 (“Assignor”) assigns its rights and delegates its duties and obligations under the contract identified below (“Contract”) to

**ASSIGNEE, Turner Construction Company**, a \_\_\_\_\_ (*State of Incorporation*) corporation, \_\_\_\_\_ (*Assignee Company Address*) (“Assignee”).

Contract Number: \_\_\_\_\_

Job/Project Description and/or #: Construction Management Services for the Ogden Replacement Elementary School

Effective immediately, **Assignee** accepts **Assignor’s** rights under the Contract and assumes performance of the Contract, including all of **Assignor’s** duties, and obligations under it, which may require **Assignee** to post a performance and payment bond acceptable to Assignor.

SIGNED as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by:

**ASSIGNOR:**

\_\_\_\_\_  
Public Building Commission of Chicago

By: \_\_\_\_\_  
Erin Lavin Cabonargi

Title: Executive Director  
(Print)

Attest: \_\_\_\_\_  
(Corporate Secretary)

State of Illinois, County of Cook. This instrument was ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ASSIGNEE:**

\_\_\_\_\_  
Turner Construction Company

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

AFFIX CORPORATE SEAL (if requires in state of incorporation) Attest:

\_\_\_\_\_  
(Corporate Secretary)

State of \_\_\_\_\_, County of \_\_\_\_\_ .

This instrument was ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_,  
and \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONSENT TO TRANSFER OF CONTRACT**

\_\_\_\_\_ consents to the transfer of the above Contract from the Assignor, Public Building Commission of Chicago, to the Assignee, Turner Construction Company, and will accept performance from the Assignee. This consent is for the convenience of the Assignor and the Assignee. The Assignor and Assignee may agree to additional terms and conditions between themselves consistent with the terms of this Consent and the above Assignment of Contract.

**SUBCONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE 2 - Affidavit Of Non-collusion**

STATE OF ILLINOIS        }  
                                          } SS  
COUNTY OF COOK        }

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1)     He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid;

(2)     That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3)     Such Bid is genuine and is not a collusive or sham bid;

(4)     Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5)     The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6)     The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Title)  
My Commission expires:

### Schedule 3

## **SPECIAL CONDITIONS REGARDING MBE/WBE PARTICIPATION – Ogden Replacement Elementary School**

### **MBE/WBE Program**

#### **1. Policy Statement**

a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Subcontractor must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

b. The Commission requires the Subcontractor also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

c. The Commission requires the Subcontractor to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

#### **2. Aspirational Goals**

a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award minimum 30% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 8% of the annual dollar value of all Commission Construction Contracts to qualified WBEs. Each Trade Bid Package will define a specific requirement percentage to achieve the project specific goals.

b. Further, the Subcontractor must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.

c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Subcontractor or such other remedy, as the Commission deems appropriate.

#### **3. Definitions**

a. For purposes of this Special Condition, the following definitions applies:

(1) “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women’s Business Development Center.

(2) “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women’s Business Development Center.

(3) “Construction Contract” means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

(4) “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission’s progress towards meeting the aspirational goals.

(5) “Subcontractor” means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) “Executive Director” means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) “Good faith efforts” means actions undertaken by a Subcontractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program’s requirements.

(8) “Joint venture” means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) “Minority” means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and

b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) “Minority-owned business enterprise” or “MBE” means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) “Program” means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(12) “Women-owned business enterprise” or “WBE” means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

#### **4. Determining MBE/WBE Utilization**

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Prime Subcontractor employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same Subcontractor will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subcontractor may be counted toward only one of the goals, not toward both.

c. A Subcontractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or

WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

d. A Subcontractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE contractor subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Subcontractor may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Subcontractor may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

## **5. Submission of Bid Proposals**

a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Exhibit F.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity listed in Paragraph 3.a(1) must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will

be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subcontractor) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Subcontractor Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Paragraph 7), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

## **6. Evaluation of Compliance Proposals**

a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.

c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise,

however, where a proposed MBE/WBE is no longer available, the process described in Paragraph 12 should be followed.

## **7. Request for Waiver**

a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;

(4) Timely notification of specific sub-bids to minority and woman contractor assistance agencies and associations;

(5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

(7) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

(8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
- (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

## **8. Failure To Achieve Goals**

a. If the Subcontractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Subcontractor has made such good faith efforts, the performance of other Subcontractors in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Subcontractor's efforts to do the following:

- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
- (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
- (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Subcontractor's failure to meet the goals, as long as such costs are reasonable.
- (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
- (5) Making a portion of the work available to MBE or WBE contractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.



(6) Making good faith efforts despite the ability or desire of a Subcontractor to perform the work of a contract with its own organization. A Subcontractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Construction Manager.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women Subcontractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Subcontractor did not make a good faith effort to achieve the goals, the Subcontractor may file a Dispute to the Executive Director as provided in Article 11 of Exhibit J, Standard Terms and Conditions for Construction Management Contracts.

## **9. Reporting and Record-Keeping Requirements**

a. The Subcontractor, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Subcontractor's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Subcontractor will submit partial and final waivers of lien from MBE and WBE subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Subcontractor will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

b. The Subcontractor must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Subcontractor's

compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

**10. Disqualification of MBE or WBE**

a. The Contract may be terminated by the Executive Director upon the disqualification of the Subcontractor as an MBE or WBE if the Subcontractor's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Subcontractor.

b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subcontractor's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub Subcontractor or supplier was misrepresented by the Subcontractor. If the Subcontractor is determined not to have been involved in any misrepresentation of the status of the disqualified sub Subcontractor or supplier, the Subcontractor or Construction Manager shall make good faith efforts to engage a qualified MBE or WBE replacement.

**11. Prohibition On Changes To MBE/WBE Commitments**

The Subcontractor must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subcontractors without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Prime Subcontractors own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Prime Subcontractor to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

**12. MBE/WBE Substitution Requirements and Procedures**

a. Arbitrary changes by the Prime Subcontractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Prime Subcontractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Subcontractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Prime Subcontractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Prime Subcontractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.

The Prime Subcontractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Subcontractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Prime Subcontractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Paragraph 5 - Submission of Bid Proposals.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

b. The Executive Director will not approve extra payment for escalated costs incurred by the Prime Subcontractor when a substitution of subcontractors becomes necessary for the Prime Subcontractor in order to comply with MBE/WBE contract requirements.

c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Subcontractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

**13. Non-Compliance**

a. The Executive Director has the authority to apply suitable sanctions to the Subcontractor if the Subcontractor is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Subcontractor's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Subcontractor did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Subcontractor from entering into future contracts with the Commission.

**14. Severability**

a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**Schedule B: Joint Venture Affidavit (1 of 3)**

*This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms that comprise the joint venture

\_\_\_\_\_

A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

\_\_\_\_\_

\_\_\_\_\_

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Nature of joint venture's business

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?  
\_\_\_\_\_%

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

\_\_\_\_\_

\_\_\_\_\_

D. Describe any loan agreements between joint venturers, and identify the terms thereof.

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

\_\_\_\_\_

\_\_\_\_\_

G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

\_\_\_\_\_

\_\_\_\_\_

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE C - Letter of Intent from MBE/WBE To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER  
SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:  
\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:  
\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE C - Letter of Intent from MBE/WBE To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Prime Subcontractor or Commission, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation  
(1 of 2)**

**TO BE FILLED OUT BY PRIME SUBCONTRACTOR**

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS     }  
                                          } SS  
COUNTY OF COOK     }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

\_\_\_\_\_ Title and duly authorized representative of

\_\_\_\_\_ Name of General Contractor whose address is

\_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Base Bid</b>		%	%

The Prime Sub-Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation  
(2 of 2)**

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Prime Sub-Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

\_\_\_\_\_  
Name of Prime Sub-Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: \_\_\_\_\_

Erin Lavin Cabonargi, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

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Documentation attached: yes\_\_\_\_ no\_\_\_\_

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**SCHEDULE 4 - Affidavit Of Uncompleted Work**

**A. Work Under Contract**

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						

**B. Uncompleted Work to be Completed with the Bidder's own Forces**

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						



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List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	<b>Awards Pending</b>
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>TOTAL Uncompleted</b>					





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**SCHEDULE 8 - Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Subcontractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Subcontractor has retained or expects to retain with respect to the contract or lease. In particular, the Subcontractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Subcontractor is not required to disclose employees who are paid solely through the Subcontractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Subcontractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: \_\_\_\_\_

Description of goods or services to be provided under Contract

\_\_\_\_\_  
\_\_\_\_\_

2. Name \_\_\_\_\_ of \_\_\_\_\_ Subcontractor:

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Subcontractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained:

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

4. The Subcontractor understands and agrees as follows:
  - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Subcontractor's participation in the contract or other transactions with the Commission.
  - b. If the Subcontractor is uncertain whether a disclosure is required, the Subcontractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Subcontractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Subcontractor and that the information disclosed herein is true and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL)

\_\_\_\_\_  
Notary Public

Commission expires: