

OGDEN REPLACEMENT ELEMENTARY SCHOOL

PROCEDURE MANUAL - Updated 12-17-2009



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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)

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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, 4th Floor
Chicago, IL 60604

Civil Engineer: Terra Engineering, LTD.
225 West Ohio Street, 4th 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.)
Frank Scimone
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 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)**

(See attached BIM Implementation Plan, 15 pages; and BIM Scope Matrix, 7 pages)

This project shall utilize 3D Modeling for the coordination of all Structural Steel, Mechanical, Plumbing, Fire Protection, and Electrical Systems. Please review the attached document "BIM Implementation Plan dated 11-24-2009" (15 pages) and attached "BIM Scope Matrix dated 11-24-2009" (7 pages) for requirements.

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 replaced 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

(Reference attached CONTROL DRAWING dated 12/10/09, 1 Page)

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.

See attached Control Drawing dated December 10, 2009 to be used to establish initial control lines.

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 constriction 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:

As detailed in requisition.

36. TEMPORARY PLUMBING

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

As detailed in requisition.

37. TEMPORARY HVAC

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

As detailed in requisition.

38. TEMPORARY FIRE PROTECTION

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

As detailed in requisition.

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 an FTP site per the direction of Turner.
3. Provide 5 hard copies of all shop drawings in formats greater than 11"x17".
4. Submittals will be returned electronically. Hard copies will be available from the project printer, Cushing.

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 an FTP site per the direction of Turner.
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 Turner FTP 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 Change Order Summary Sheet, 1 Page; 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 a completed Turner Change Order Summary Sheet (Attached 1 Page), 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.

Reference attached permit fee waiver from the PBC. (Attached 2 page document)

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, 55 Pages)

53. PROGRESS PAYMENTS

(see attached "Textura™ Construction Invoicing & Payment Solution: Work Faster and More Efficiently", 1 Page)

This project will be using Textura software for all payments and will be based on AIA G702 and G703 documents. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system prescribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura payment management system. Fees range from \$5 to \$50 per payment based on the size of the payment. See attached "Textura™ Construction Invoicing & Payment Solution: Work Faster and More Efficiently", 1 Page, for detailed information on costs associated with billing. All Textura billing fees shall be the sole responsibility of the subcontractor.

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 and final application will be submitted online using the Textura website. Please note that you will be estimating through the end of the current month billing.

A. Billing Schedule

Subcontractor invoices will be based on a percent complete against a schedule of values due on the 15th 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 24th of the month to allow for compilation of all invoices and submission to the Owner. Payments to the Subcontractors will be made 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 15th 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)

55. LIQUIDATED DAMAGES

Subcontractor acknowledges that Turner's contract with the Owner contains liquidated damages. This Subcontractor will be responsible only for costs to mitigate any delay or prorated damage based on his contribution to the delay as dictated by our general contract.

56. CRISIS MANAGEMENT PLAN

Subcontractors shall comply with Turner's Crisis Management Plan. (See attached Crisis Management Plan, 30 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 PBC 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.
6. Complete and return two hard copies of the attached document "Disclosure Affidavit" (11 Pages) with your bid.

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

Section 3: Special Jobsite Provisions: Attachments:

- Project Schedule dated 9/08/09 - Reference Subsection #07, 2 Pages
 - BIM Implementation Plan and Scope Matrix dated 11/24/2009 - Reference Subsection #09, 22 Pages
 - Site Logistics Plan dated - (9/09/09 Final Draft to be completed) - Reference Subsection #10, 4 Pages
 - Control Drawing - Reference Subsection #24, 1 Page
 - 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
 - Formula For Changes- Reference Subsection #44, 1 Page
 - Change Order Summary Sheet - Reference Subsection #44, 1 Page
 - Permit Fee Waiver - Reference Subsection #47, 2 Pages
 - Proof of Ability to Provide a Bond - Reference Subsection #49, 3 Pages
 - Sample Insurance Certificate - Reference Subsection #52, 1 Page
 - CCIP Manual - Reference Subsection #52, 55 Pages
 - Textura™ Construction Invoicing & Payment Solution: Work Faster and More Efficiently – Reference Subsection #53, 1 Page
 - Handheld Unit Use Policy- Reference Subsection #54, 2 Pages
 - Crisis Management Plan - Reference Subsection #56, 30 Pages
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- 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

Section 6: Public Building Commission Requirements: Attachments:

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- Schedule 3 - MBE and WBE special conditions, 11 pages
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