

# **BID MANUAL**

MILTON LIBRARY  
855 MAYFIELD ROAD  
MILTON GA 30009



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- **Exhibit J EEO Affirmative Action Plan**
- **Exhibit K Policy Sexual Harrassment**
- **Exhibit L Payment Application Documentation**
- **Exhibit M Immigration Compliance Program dated 12.12.12**
- **Exhibit N Turner Subcontractor Prequalification System Log-in Guide**

# **SECTION 1**



**INVITATION TO BID**  
**Milton Library**

**Bids Are Due: Tuesday March 25, 2014 at 2:00 PM**

**Bid Proposals Delivered to:** Department of Purchasing & Contract Compliance  
130 Peachtree Street, Suite 1168  
Atlanta GA 30303  
Telephone: (404) 612-5800

**Proposals will be accepted via e-mail.**

Attn: Mark Hawks  
[Mark.Hawks@fultoncountyga.gov](mailto:Mark.Hawks@fultoncountyga.gov)  
Attn: Nadiene McClain  
[nmcclain@tcco.com](mailto:nmcclain@tcco.com)

**TO BIDDERS:**

Turner Construction is pleased to request participation from your company in submitting a bid proposal in accordance with the following request. Bid Proposals, Pre-qualification statements and other applicable information will be received and accepted until the date and time above. Any proposal received after this date and time **WILL NOT** be accepted.

**Pre-Bid Meeting (Non-Mandatory) – Tuesday March 11, 2014 at 2pm**

**Location**– 3560 Lenox Road, 11<sup>th</sup> Floor Atlanta GA 30326

**Contact** – Nadiene McClain – 404-379-5976

***The drawings can be accessed using the following link:***

**<https://app.box.com/s/wvisdycy8vxc5a0174ok>**

***Bid Submission Guidelines***

1. To be considered responsive, Bid Proposals must be submitted complete in the format requested herein, and shall include:
  - **Bid Form**
  - **Signed** Additional Provisions and **initial** each page
  - **Signed** Form 36GA – Date 7-15-13 and **initial** each page
  - Following Pre-qualification statements and other applicable information:
    - **Turner Prequalification Statement**
    - **Financial Statements** - Most Recent Balance Sheet and Profit & Loss Statement
    - **2011, 2012 and 2013 Worker’s Compensation Experience Modifier** – Also Called E.M.R. (Furnish on NCCI Form or your insurance company’s letterhead)
    - **2010, 2011 and 2012 OSHA 300A Logs** – signed and dated. (Employee names may be marked out for privacy)
    - **2010, 2011 and 2012 OSHA 300 Logs** – signed and dated. (Employee names may be marked out for privacy)
    - **Copy of Minority/ Female Certification Certificate** ( if applicable)

*Note: You may disregard this request if you have current up to date prequalification information on file, contact **Jenny Ross - (404) 504-3700** to verify*



Turner reserves the right to reject any and all bids. In considering whether a bidder is responsive, Turner will consider the bidder's quality of work, general reputation in the community, diversity participation, financial responsibility, safety record, bidder's understanding and ability to complete the intent of the documents, and similar project experience.

2. The "Base Bid" shall be strictly in accordance with the plans and specifications as prepared by the Architect and its consultants and Turners' **"Additional Provisions."** Bids not quoted per plans, specifications and Turner's **"Additional Provisions"** may be subject to rejection as non-responsive.

*Instructions on Alternate Bidding - Alternative materials, equipment and/or systems, such as a "voluntary alternates" or "cost saving alternates" should be presented on separate sheets with your bid.*

3. The successful Bidder will be required to execute Turner's Form 36GA Rev.07-15-13 – i.e. boiler plate). **No exceptions to the agreement form are permitted.** This is located in the Bid Manual. Subcontractors not willing to fully execute this agreement may be subject to rejection and disqualified.
4. Fulton County will be providing a Wrap-Up Program that will include General Liability and Excess Liability insurance. The owner will pay all Wrap-Up premium costs for the OCIP Program (See attached OCIP Contractor Bidding information). You will not be required to register at bid time. All bids shall **include** General Liability and Excess Liability insurance and provide a separate cost for Payment and Performance Bonds on the Bid form as indicated. No bond is required at bid time.
5. The successful Bidder **must have an OSHA 30-Hour certified foreman on the Project at all times.** A successful Bidder lacking current OSHA 30-Hour certification must be trained via the Internet through Turner Knowledge Network (TKN). Please visit [www.turnerknowledge.com](http://www.turnerknowledge.com) for additional information.
6. The successful Bidder shall participate in the Turner Subcontractor Substance Abuse Program for all on-site personnel. Each individual that will be working on-site is required to successfully pass the drug test before beginning work. Please refer to the Turner Safety Program for more information.
7. Bids are to be firm prices and no escalation will be allowed. This will apply to any sub-subcontractors and/or material suppliers and extend to unit prices, all for the duration of the project.

### ***Subcontractor Selection***

Subcontractor selection will be finalized using the following process:

1. Fulton County Purchasing will receive the bids, Turner will review and analyze the written bid proposals submitted in response to the Invitation to Bid and supporting documentation.
2. Following, Turner will schedule an interview, at Turner's main office, with the responsible proposers that best meet the objectives and criteria for ultimate selection. Each subcontractor should be represented by company officials and those who prepared the bid proposal.
3. Each subcontractor who submitted a bid proposal and participated in the interview process will be contacted and advised of the award decision.

Subcontractor Selection Schedule:

- a. Bid Due Date: **Tuesday March 25, 2014**
- b. Post-Bid Interviews: **March 26, 2014 – April 7, 2014** (Times to be determined)



- c. Anticipated Subcontractor Award Notification: **TBD**
- d. Construction Schedule –
  - i. Anticipated start date: **Mid April**
  - ii. Anticipated Duration: **12 months**

### ***Bid Manual / Drawings / Specifications***

The Contract Documents including: Drawings, Specifications, scope of work and other supporting Documents are located on box.com Website. All Bidding Documents can be downloaded for free.

All documents may be reviewed without charge during business hours at Turner Construction's main office. All documents will be made part of the Agreement to the successful Bidder. Each Bidder must review all documents prior to submission of their price. Submission of quotation will be an acknowledgement that the Bidder has reviewed all documents.

### ***General / Project Related Questions***

Questions during bidding shall be submitted in writing on your letterhead by e-mail to Turner Construction Company, Attn: Nadiene McClain ([nmcclain@tcco.com](mailto:nmcclain@tcco.com)), no later than **March 7, 2013 at 12:00 noon**. The design team has been advised that all questions must be addressed through Turner, and no individual questions will be responded to except through the proper channels.

I look forward to receiving your proposal and thank you in advance for your participation. Please contact me should you have any questions.

Nadiene McClain  
Senior Project Manager  
**Turner Construction Company**

# **SECTION 2**

**BID PACKAGE NO. 2C  
 LANDSCAPING & IRRIGATION  
 BID FORM  
 BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions**  
**Bid Package 2C – Landscaping & Irrigation**  
**March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package 2C – Landscaping & Irrigation**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **32 9219 Seeding, 32 9223 Sodding, 32 8423 Underground Sprinklers, 32 9300 Plants**, Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary, 01 2300 Alternates, 01 2500 Substitution Procedures**, as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Landscaping**

1. This subcontractor shall furnish and install seeding in accordance to the Construction Documents.
2. This subcontractor shall furnish and install sod in accordance to the Construction Documents.
3. This subcontractor shall furnish and install all trees and shrubs on pertaining locations and procedures as required in Contract Document.
4. This subcontractor shall furnish and install pine straw mulch in areas specified by Construction Documents.
5. This subcontractor is responsible for providing all maintenance and warranties manuals as required by Contractor Documents.
6. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.

**Additional Provisions**  
**Bid Package 2C – Landscaping & Irrigation**  
**March 25, 2014**

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7. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. Furnish and install irrigation system.

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for

**Additional Provisions**  
**Bid Package 2C – Landscaping & Irrigation**  
**March 25, 2014**

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extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.

4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 6A  
GENERAL TRADES  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 6A – Millwork  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/14                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions  
Bid Package 6A – Millwork  
March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **01 3514.01 LEED-NC 2009 Credit Summary, 06 0573 Wood Treatment, 06 1000 Rough Carpentry, 06 2000 Finish Carpentry, 06 4100 Architectural Case Work**, Specification(s), applicable sections of Specification Section **06 2000 Finish Carpentry** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Millwork**

1. This subcontractor shall furnish and install all cabinets as required in Construction Documents.
2. This subcontractor shall furnish and install all cabinet hardware accessories such as but not limited to hinges, handles, locks, keys and drawers.
3. This subcontractor shall furnish and install all integral bowl sinks as required in Contract Documents.
4. This subcontractor shall furnish and install all solid surfaces/counter tops and backsplash as required in Contract Documents.
5. This subcontractor shall furnish and install removable metal aluminum screen.
6. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.

**Additional Provisions  
Bid Package 6A – Millwork  
March 25, 2014**

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7. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for

**Additional Provisions**  
**Bid Package 6A – Millwork**  
**March 25, 2014**

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extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.

4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 6B  
GENERAL TRADES  
BID FORM  
BID DUE: Tuesday 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions**  
**Bid Package #6B – General Trades**  
**March 25, 2013**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package #6B – General Trades**  
**March 25, 2013**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete Specification(s) **General Trades** and applicable specification sections **06 0573 Wood Treatment, 06 1000 Rough Carpentry, 01 7419 Construction Waste Management & Disposal** as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work

**Specific Scope of Work**

1. This Subcontractor shall furnish and install 8 foot high chain link fence around perimeter of site, (2) two 30' wide gates, and maintenance on fence for 14 months.
2. This Subcontractor shall furnish all labor and materials necessary to install plywood and treated lumber associated with roof blocking.
3. This Subcontractor shall furnish labor and material necessary for in-wall blocking for surface mounted millwork and accessories.
4. This subcontractor shall furnish temporary toilet facilities at a minimum of one holding tank, and four toilets to be cleaned twice a week for 14 months.
5. This Subcontractor shall furnish labor and materials necessary to provide hole protection, perimeter protection, job ladders, fire extinguisher stands, handrails, and other safety related carpentry.

**Additional Provisions**  
**Bid Package #6B – General Trades**  
**March 25, 2013**

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6. This Subcontractor shall furnish all labor and materials necessary to provide daily cleaning as directed by project superintendent.
7. This Subcontractor shall supply 30yd roll-off dumpsters for 14 months at a minimum of 1 per week. Dumpsters will be sorted off-site and reports provided documenting amount of debris diverted from landfill.
8. This Subcontractor shall provide final cleaning services for the project including complete interiors, exterior glass, and pressure washing of hardscape as necessary.
9. This Subcontractor shall furnish labor and materials necessary to build 160 sf deck with stairs and railings at job trailer.
10. Subcontractor is responsible for all required close-out materials, documentation and warranties.
11. This Subcontractor shall establish benchmarks and control lines for the project.
12. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. Excavation of footings.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 7A  
WATERPROOFING  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 7A – Waterproofing  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package 7A – Waterproofing**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete, **07 1300 Sheet Waterproofing, 07 1400 Fluid Applied waterproofing, 07 1900 Water Repellents, 07 9005 Joint Sealers** Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary** as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Waterproofing**

1. This subcontractor shall furnish and install all damp proofing membrane as required in construction documents.
2. This subcontractor shall furnish and install fluid applied waterproofing in accordance with manufacturer.
3. This subcontractor shall furnish and install joint sealer as required per contract documents.
4. This subcontractor shall furnish and install water repellent and provide manufacturer's "best practices" report to Turner within two days of installation as specified per contract documents.
5. This subcontractor shall furnish and install perforated foundation drain, sock and stone surrounding concrete foundation wall.

**Additional Provisions  
Bid Package 7A – Waterproofing  
March 25, 2014**

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6. This Subcontractor is responsible for providing a water repellent manufacturer's field report stating manufacturer's "best practices" are being followed to Turner within two days of installation.
7. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.
8. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. Above grade exterior wall vapor barrier.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.

**Additional Provisions**  
**Bid Package 7A – Waterproofing**  
**March 25, 2014**

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2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 7D  
CANOPIES  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 7D – Canopies  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |  |                |       |
|--|----------------|-------|
| 1. Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions  
Bid Package 7D – Canopies  
March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete, **32 1216 Asphalt Paving**, Specification(s), applicable sections of Specification Section **31 2000 Earthmoving** and applicable specification sections **01 3514.01 LEED-NC 2009 Credit Summary** as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Canopies**

1. This subcontractor shall furnish and install pre-manufactured aluminum canopies as required in construction documents.
2. This subcontractor shall furnish and install all pre-manufactured aluminum awings.
3. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.
4. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have

**Additional Provisions  
Bid Package 7D – Canopies  
March 25, 2014**

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them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **\$0.00**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and

**Additional Provisions**  
**Bid Package 7D – Canopies**  
**March 25, 2014**

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determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.

5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 8A  
DOORS, FRAMES & HARDWARE  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_



**Additional Provisions**  
**Bid Package 8A – Doors, Frames & Hardware**  
**March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |  |                |       |
|--|----------------|-------|
| 1. Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package 8A – Doors, Frames & Hardware**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **01 3514.01 LEED-NC 2009 Credit Summary, 08 1113 Hollow Metal Doors**, Specification(s), applicable sections of Specification Section **08 1416 Flush Wood Doors, 08 1433 Stile and Rail Wood Doors, 08 3100 Access Doors and Panels, 08 7100 Door Hardware** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Doors & Hardware**

1. This subcontractor shall furnish all hollow metal doors as required by the Contract Documents.
2. This subcontractor shall provide all wood doors as required by the Contract Documents.
3. This subcontractor shall furnish all hardware as required by the Contract Documents.
4. This subcontractor shall furnish and all hollow metal door frames as required by the Contract Documents.
5. This subcontractor is responsible for all doors and hardware installation.
6. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.

**Additional Provisions**  
**Bid Package 8A – Doors, Frames & Hardware**  
**March 25, 2014**

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7. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. Hollow metal frame installation.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for

**Additional Provisions**  
**Bid Package 8A – Doors, Frames & Hardware**  
**March 25, 2014**

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extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.

4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 8B  
OVERHEAD COILING DOORS  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package B – Overhead Coiling Grilles  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package B – Overhead Coiling Grilles**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete, **08 3326 Overhead Coiling Grilles**, Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Overhead Coiling Grilles**

1. This subcontractor shall furnish and install coiling grille door as required by the Contract Documents.
2. This subcontractor is responsible for all anchoring support accessories for a complete installation.
3. Subcontractor is responsible for shop drawings and all other submittals as required in Contract Documents.
4. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have

**Additional Provisions**  
**Bid Package B – Overhead Coiling Grilles**  
**March 25, 2014**

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them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and

**Additional Provisions**  
**Bid Package B – Overhead Coiling Grilles**  
**March 25, 2014**

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determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.

5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 9B  
FLOORING  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 9B – Flooring  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |  |                |       |
|--|----------------|-------|
| 1. Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. Turner Subcontract Form 36 GA REV 7/15/14                                       | <b>Initial</b> | _____ |
| 5. Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions  
Bid Package 9B – Flooring  
March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **09 0561 Common Work Results for Flooring Preparation, 09 3000 Tiling, 09 6500, Resilient Flooring, 09 6813 Tile Carpeting** Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Flooring**

1. This subcontractor shall do minimal floor preparation necessary for installation of all flooring but not limited to walls.
2. This subcontractor shall provide moisture test prior to flooring installation to verify proper moisture per manufacturer's installation requirements.
3. This subcontractor shall furnish and install all carpet tile flooring as required in Contract Documents.
4. This subcontractor shall furnish and install all ceramic tile flooring as required in Contract Documents.
5. This subcontractor shall furnish and install rubber base as required in Contract Documents.
6. This subcontractor shall furnish and install shower mud beds.
7. This subcontractor shall furnish and install all walk off mats as required per Contract Documents.

**Additional Provisions  
Bid Package 9B – Flooring  
March 25, 2014**

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8. This subcontractor shall furnish and install all necessary material and accessories for a complete flooring installation. Flooring accessories such as Schulte trim, transition strips, adhesives, seaming and waterproof on all location as required in Construction Documents.
9. This subcontractor shall provide no less than five (5) percent of each type and color flooring to the owner.
10. This subcontractor is responsible for providing all flooring maintenance and warranty manuals.
11. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.
12. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute

**Additional Provisions  
Bid Package 9B – Flooring  
March 25, 2014**

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the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.

2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 9C  
PAINTING & WALLCOVERING  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 9C – Painting  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |  |                |       |
|--|----------------|-------|
| 1. Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions  
Bid Package 9C – Painting  
March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **09 9000 Painting and Coating, 09 9600 High Performance Coatings, 09 9723 Concrete and Masonry Coatings** Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary, 07 4646 Fiber Cement Siding** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Painting**

1. This subcontractor shall furnish and field apply paint, varnish, stain or other coating finish to all interior and exterior surfaces exposed to view, unless fully factory finish and unless otherwise indicated as required in Contract Documents.
2. This subcontractor shall prepare all surfaces prior to application of paint as required per Contract Documents.
3. This subcontractor shall furnish and install paint for the Fiber Cement Siding as required by the Contract Documents.
4. This subcontractor shall furnish and apply paint, varnish, stain to the following but no limited to wall and ceiling surfaces, handrails, lintels, fiber cement siding, gypsum board, ducts, exposed ceilings, hollow metal frames, sidelights, doors, porch concrete, exposed structural steel.

**Additional Provisions  
Bid Package 9C – Painting  
March 25, 2014**

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5. This subcontractor shall furnish and install wall coverings as required in Contract Documents.
6. This subcontractor shall be responsible for using LEED Certification Procedures and as to follow the use of Volatile Organic Compound (VOC) Content Restrictions.
7. This subcontractor shall be responsible of furnishing to the owner 5% of all materials installed per contract for attic stock.
8. This subcontractor is responsible for providing all maintenance and warranties manuals as required by Contract Documents.
9. Subcontractor is responsible for shop drawings and all other submittals as required in Contract Documents.
10. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. Paving striping.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **TBD**

**VIII. Additional Terms and Conditions**

**Additional Provisions**  
**Bid Package 9C – Painting**  
**March 25, 2014**

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1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 10A  
ACCESSORIES, BLINDS & SITE AMENITIES  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 10A- Blinds  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions  
Bid Package 10A- Blinds  
March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **12 2400 Window Shades**, Specification(s), and applicable specification sections **01 3514.01 LEED-NC 2009 Credit Summary**, as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Furniture**

1. This subcontractor shall furnish and install all blinds or roller shades as required per Contract Documents.
2. This subcontractor is responsible for any damages to structure at the time of delivery and placement.
3. This subcontractor is responsible for providing all maintenance and warranties manuals as required by Contract Documents.
4. Subcontractor is responsible for shop drawings and all other submittals as required in Contract Documents.
5. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut,

**Additional Provisions  
Bid Package 10A- Blinds  
March 25, 2014**

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abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **\$0.00**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the

**Additional Provisions**  
**Bid Package 10A- Blinds**  
**March 25, 2014**

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Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.

5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**Additional Provisions**  
**Bid Package 10A – Accessories & Site Amenities**  
**March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |  |                |       |
|--|----------------|-------|
| 1. Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package 10A – Accessories & Site Amenities**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete **01 3514.01 LEED-NC 2009 Credit Summary, 10 2800 Toilet, Bath, and Laundry Accessories**, Specification(s), applicable sections of Specification Section **10 1101 Visual Display Board, 10 2113\_19 Plastic Toilet Compartments, 10 2601 Wall and Corner Guards, 10 3100 Manufactured Fireplaces, 10 5617 Wall Mounted Standards and Shelving**, and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Building Specialties**

1. This subcontractor shall furnish and install all toilet room accessories as required per Contract Documents.
2. This subcontractor shall furnish and install all shower and tub accessories as required in Contract Documents.
3. This subcontractor shall furnish and install all utility room accessories as required in Contract Documents.
4. This subcontractor shall furnish and install all wall and corner guards as required in Contract Documents.
5. This subcontractor shall furnish and install a manufactured fireplace as required in Contract Documents.
6. This subcontractor shall furnish and install projection screen as required in Contract Documents.

**Additional Provisions**  
**Bid Package 10A – Accessories & Site Amenities**  
**March 25, 2014**

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7. This subcontractor shall furnish and install site amenities such as bicycle racks, etc. as required by the Contract Documents.
8. This subcontractor is responsible for providing all maintenance and warranties manuals as required by Contract Documents.
9. Subcontractor is responsible for shop drawings and all other submittals as required in Contract Documents.
10. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **\$0.00**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute

**Additional Provisions**  
**Bid Package 10A – Accessories & Site Amenities**  
**March 25, 2014**

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the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.

2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.
5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

**BID PACKAGE NO. 12B  
FURNITURE  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**This Agreement**, made as of the SDS day of SDS in the year SDS by and between CONTRACTOR and SDS (See Subcontract Data Sheet for this Item and all other Items marked SDS) (hereinafter called the Subcontractor).

**Witnesseth**, that the Subcontractor and Contractor agree as follows:

**Description of Work**

**ARTICLE I.** The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for SDS (hereinafter called the Work) for and at the SDS (hereinafter called the Project), located on premises at SDS (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 SDS (hereinafter called the Architect) and with the terms and provisions of the General Contract (hereinafter called the General Contract) between Contractor and SDS (hereinafter called the Owner) dated SDS and in strict accordance with the Additional Provisions, page(s) SDS annexed hereto and made a part hereof.

**Plans & Specifications**

**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 Contractor; 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 Contractor, or of the Owner, or of any of their respective officers, agents, servants, or employees.

**Contract Documents**

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that Contractor 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 Contractor 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.

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.

Contractor hereby advises, and the Subcontractor hereby acknowledges, that Contractor in administering this subcontract will be utilizing an information systems infrastructure to process, deliver, and share and/or, at times, to apply electronic signatures to execute certain project documentation through electronic means. As part of the implementation of this infrastructure, the Subcontractor will be given individual, secure log on codes to access the Contractor systems presenting this electronic information. The Subcontractor hereby agrees that such electronic access and the ability of the subcontractor to print out such electronic documents will be in lieu of requiring the delivery of the contents of such electronic documents on printed or paper based media directly to Subcontractor by Contractor or through means of outside third-party services. Delivery of such electronic documents to Subcontractor will be deemed to have occurred when access to the document is made available to Subcontractor in the infrastructure.

At times, Contractor may, through this electronic infrastructure system, initiate Subcontract Change Order documents that will require that the Subcontractor review and approve or reject each such document applying its electronic signature to the approved document on the Contractor software and thereafter, Contractor will apply the electronic signature of its authorized personnel to execute the approved document and electronically deliver the fully executed document to the Subcontractor. The Subcontractor agrees and acknowledges that granting its on-line approval and electronically executing a Subcontract Change Order also affixes the Subcontractor's electronic signature to such document and in so doing it is agreeing that each such document, when electronically countersigned by Contractor, are valid and authentic and enforceable obligations of both parties and to honor and be bound by such documents as if they had been prepared on hard copy and contained the manually applied autograph signatures of the Subcontractor's and Contractor's authorized personnel. Subcontractor hereby agrees to establish, continuously use and maintain a robust and effective Security System/ID and Passwords to protect its identity when addressing and/or signing any electronic contract related documentation issued or exchanged pursuant to this Article.

Optionally, Contractor may use paper documents, where the Subcontractor reviews the proposed paper document and, if it approves, it manually affixes its autograph signature to the paper document and physically returns the signed paper document to Contractor who completes the execution by applying either its autograph or electronic signature to the Subcontract Change Order and a copy of the executed Subcontract Change Order showing the presence of both signatures is physically delivered to the Subcontractor and such Subcontract Change Order shall likewise be deemed by both parties to be valid and authentic and enforceable obligations of both parties.

Contractor may from time to time issue policies or directives applicable to electronic communications, electronic infrastructure and electronic data and Subcontractor shall comply with such policies and directives whether issued as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

**Time of Performance & Completion**

**ARTICLE III.** The Subcontractor shall commence the Work when notified to do so by Contractor 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, and in such a manner as necessary or requested by Contractor from time to time to ensure that Contractor satisfies its obligations in a timely manner under the General Contract.

**Planning & Scheduling**

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 Contractor'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. Subcontractor shall abide by all requirements of the General Contract relating to the submission of schedule and other information related to the performance of Subcontractor's Work not less than 14 days prior to the time when Contractor is required to provide such materials to Owner under the General Contract, except where Contractor directs otherwise. Subcontractor shall, at no additional cost, provide updates, additional or further detailed schedules and other information as frequently and in whatever form Contractor may request, including but not limited to (1) manpower and cost loaded schedules; (2) information related to its operations as a whole, including but not limited to identifying lower tier subcontractors and suppliers and the status of payments to such subcontractors and suppliers; (3) unions and related benefit funds associated with labor used in the performance of the Work; (4) credit sources and banks providing financing or loans in connection with the performance of the Work or Subcontractor's operations as a whole and any covenants and requirements imposed upon Subcontractor in connection therewith and the status of Subcontractor's compliance with such covenants and requirements; and (5) the status of orders, fabrication and delivery of materials and arrangements for the provision of labor. The foregoing information shall include names and contact information, and Subcontractor acknowledges and agrees that Contractor may contact any persons or entities as it deems necessary to verify or obtain such information.

Subcontractor shall establish and maintain a reasonable accounting system by which records are kept that enable Contractor to readily identify all of Subcontractor's expenses, costs, payments (including to its workers, subcontractors and suppliers, unions, and benefit funds), obligations, budgets, and other financial information related to the Work or this Subcontract. Such records shall include, but not be limited to, all accounting records, written policies and procedures, subcontract files for all tiers, payment vouchers, ledgers, cancelled checks, contract amendments, change order information, insurance documents, and other similar information. Contractor shall have the right to audit, examine, and make copies of all such records (whether written, electronic or another format) as Contractor may determine, and Subcontractor shall facilitate and cooperate with Contractor's efforts in this regard. Subcontractor shall impose similar obligations on its subcontractors and vendors to ensure that comparable records kept and Contractor has the right to audit, examine and copy those records.

**Delays by Subcontractor**

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 Contractor including legal fees and disbursements incurred by Contractor (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 Contractor or the Owner may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Contractor and the Owner for and indemnify them against all such costs, expenses, damages and liability.

**Overtime**

If 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, Contractor 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.

Contractor, 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 and the direction to work overtime was not due in whole or in part to any fault or failure of Subcontractor, Contractor will pay the Subcontractor only for such actual additional wages paid, if any, at rates which have been approved by Contractor 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. Subcontractor acknowledges that in the event that it may intend to pursue a claim of inefficiency, loss of productivity or other similar or related request for additional compensation, Subcontractor may rely only on evidence indicating the actual inefficiency, loss of productivity or other similar consequence as it occurred on the Project and agrees that no reports, analyses, data, industry or academic studies or any other evidence that do not exclusively rely on and pertain to the Work performed at the Project shall be used or in any way considered, in whole or in part, in connection with the resolution of such a claim, whether by Contractor or any forum for dispute resolution.

**Price**

**ARTICLE IV.** The sum to be paid by Contractor, 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 SDS (Hereinafter called the Price) subject to additions and deductions as herein provided.

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, Contractor 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.

**Progress Payments**

On or before the last day of each month the Subcontractor shall submit to Contractor, in the form required by Contractor, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of SDS; all previous payments; all amounts and claims against Subcontractor, by Contractor or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Contractor and the Architect and for which payment has been received by Contractor 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. Contractor shall have the right, at its sole discretion, to issue payments to Subcontractor by way of joint checks to Subcontractor and suppliers and/or vendors of Subcontractor, and Subcontractor agrees to cooperate fully in facilitating the making of such joint payments.

**Payments in General**

The obligation of Contractor 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 Contractor has provided payment or performance bonds or a combination payment and performance bond, the obligation of Contractor 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.

Contractor 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 Contractor, it shall furnish such information, evidence and substantiation as Contractor 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 Contractor from the Owner, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to Contractor by the Owner shall be an express condition precedent that must occur before Contractor shall be obligated to make final payment to the Subcontractor. In addition, final payment by Contractor 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 Contractor and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Contractor 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 Contractor of a general release running to and in favor of Contractor 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 Contractor 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 Contractor (1) all monies that Contractor 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 Contractor or Owner shall, in their sole discretion, determine to be an amount sufficient to protect Contractor and Owner therefrom (in lieu of payment of such amounts, Subcontractor may, at Owner's and Contractor's sole discretion, deliver a bond satisfactory to Contractor and Owner). Such refund and payment shall be made within ten (10) days of request by Contractor to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

**Liens by Others**

If any claim or lien is made or filed with or against Contractor, 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 Contractor, 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, Contractor or the Owner might become liable and which is 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, Contractor 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 Contractor 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 Contractor's request therefore, proof to the satisfaction of Contractor 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 Contractor pursuant to subsection (B) above, Contractor may, in such manner as Contractor 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 Contractor all amounts (including legal fees and disbursements) incurred or suffered by Contractor or Owner arising out of or related thereto. Contractor 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 Contractor 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 Contractor, and (2) that Contractor is not required to discharge such lien or claims by bond when exercising its rights hereunder. Subcontractor agrees that should there be any amounts due or which may become due to Subcontractor in connection with any other subcontracts between Contractor and Subcontractor or other obligations that Contractor may have to Subcontractor, Contractor shall be entitled to withhold payment under such other subcontract or obligations to the extent that Contractor believes that the unpaid balance of this Subcontract may not be adequate to satisfy Subcontractor's obligations to Contractor hereunder.

**Effect of Payment**

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 Contractor to take action as described in Article XI.

Subcontractor acknowledges and agrees that to the extent that payments received by Subcontractor include amounts for Work performed by subcontractors to Subcontractor or services or materials provided to Subcontractor by suppliers, vendors, workers employed by or through Subcontractor, all such payments received by Subcontractor shall be deemed to have been received by Subcontractor as trustee with those entitled to receive payment from Subcontractor as beneficiaries of such amounts, and Subcontractor shall hold such funds separately and utilize such amounts only for the purpose of making payment to these beneficiaries. In the event that Subcontractor subsequently determines that a beneficiary is not entitled to receipt of payment, Subcontractor shall return such unpaid funds to Contractor.

**Extension of Time & Delays**

**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 Contractor or of anyone employed by Contractor 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 way 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 Contractor 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 Contractor'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 limited extent that Contractor 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 Contractor 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 Contractor, 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 Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor 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 Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, 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 & 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 Contractor. Contractor 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 Contractor 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 Contractor such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by Contractor 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 Contractor shall constitute the Subcontractor's representation, upon which Contractor 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 Contractor shall not constitute an undertaking by Contractor 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 Contractor in writing and allow Contractor a reasonable time to have such improper conditions and defects remedied. Should Subcontractor fail to comply with the requirements of this Article, Subcontractor shall bear all costs incurred by Contractor, Owner and other subcontractors, and shall not be entitled to extensions of time and adjustments in Price, that could have been avoided by Subcontractor's compliance with the requirements of this Article.

**Interpretation of Plans & Specifications**

**ARTICLE VIII.** The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect and Contractor. 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. Contractor 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 Contractor as provided in Article IX hereof.

**Change Orders, Additions & Deductions**

**ARTICLE IX.** Contractor 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.

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 Contractor 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 Contractor less all savings, discounts, rebates and credits, (3) an allowance of **SDS** for overhead on items (1) and (2) above, and (4) an allowance of **SDS** 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 Contractor from which order the stated value of the work shall be omitted, and the determination of the value of the work, if not resolved in the normal course, shall be addressed pursuant to the dispute resolution procedures in accordance with Article XVIII.

In the case of omitted work Contractor shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in Contractor'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 Contractor 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 Contractor shall not be required to obtain consent of the Surety to such modifications.

Subcontractor shall provide Contractor with written notice of any circumstance or direction given by Contractor which Subcontractor may regard as a change, addition and/or omission or which may otherwise serve as the basis for a request for an increase in Price or extension of time within 5 days of the receipt of the direction or the occurrence of the event giving rise to such a request. Such written notice shall provide a full explanation of the circumstances or direction and the extent of the increase and extension sought, including a detailed breakdown and analysis supporting such request. Failure of the Subcontractor to provide such written notice shall constitute a waiver of Subcontractor's right to any such increase or extension.

Subcontractor acknowledges that the General Contract may include provisions whereby Contractor is required to provide notice, information, reports and analyses in the event that Contractor intends to pursue or which may affect Contractor's right's to an extension of time or increase in Contractor's price to the Owner, whether by way of change order or otherwise, and that the failure to provide such notice, information, reports and analyses may result in a waiver or forfeiture of the right to such an extension or increase. Accordingly, Subcontractor agrees that Subcontractor shall provide all such notices, information, reports and analyses to Contractor, in the same form, content and manner as Contractor is required to provide to Owner under the General Contract in the event that Subcontractor intends to pursue an extension of time or increase in Price. Subcontractor shall provide all such notices, information, reports and analyses to Contractor not later than 3 business days prior to the time by which Contractor must submit corresponding notice, information, reports and analyses to Owner so that Contractor can pursue like extensions and /or increases in Contractor's price from the Owner. Subcontractor acknowledges that its failure to comply with the terms of this paragraph may result in the loss of or prejudice to Contractor's ability to receive adjustments and extensions time from Owner. Subcontractor therefore agrees that it shall be deemed to have waived and forfeited all such rights in the event that it fails to provide notice, information, reports and analyses to Contractor as required by this Article. The terms and provisions of the paragraph are neither intended to relieve Subcontractor of the obligation to provide timely notices, information, reports and analyses, nor to extend shorter durations, required by the Contract Documents.

Notwithstanding the forgoing, the Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation, damages or extensions of time attributable to any changes, additions and/or omissions directed by Contractor except to the limited extent that Contractor has actually recovered corresponding cost reimbursement, compensation, damages or extensions of time from the Owner under the Contract Documents for such changes, additions and/or omissions and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. The preceding sentence shall not apply in a situation in which Contractor directed the performance of changes, additions and/or omissions by Subcontractor notwithstanding express language in the General Contract clearly indicating that Contractor is not entitled to recover a corresponding cost reimbursement, compensation, damages or extensions of time from the Owner.

**Inspection  
& Defective  
Work**

**ARTICLE X.** The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by Contractor, 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 Contractor 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, Contractor, Owner or any of its design consultants 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 or completion of the Work, 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 Contractor 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, Contractor, Owner or any of its design consultants, 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, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, at one time or in phases at Contractor's discretion, 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 all or any portion of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, (b) to terminate the employment of the Subcontractor for all or any portion of the Work, and/or (c) enter upon the premises and take possession, for the purpose of completing all or any portion of the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon as Contractor may select, all of which the Subcontractor hereby authorizes Contractor to employ and/or communicate with any person or persons in connection with the completion of the Work and/or to provide all the labor, services, materials, equipment and other items required therefor. In case of Contractor taking action under this Article, including 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 Contractor, Owner 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 Contractor in completing the Work, such excess shall be paid by Contractor 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 Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of Contractor 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 procurement, 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 Contractor take action by effectuating the provisions of this paragraph, and should it subsequently be determined that such action, including 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. Subcontractor hereby transfers and assigns to Contractor the all rights under agreements that Subcontractor may have with subcontractors to Subcontractor, suppliers and vendors in connection with the Work or the Project, which transfers and assignments may be accepted at Contractor's sole discretion in the event that Contractor has taken action under this Article. Subcontractor agrees to fully cooperate with Contractor in pursuing Contractor's rights hereunder and that Contractor shall not be required to defer or delay action taken pursuant to this Article during the pendency of any review, investigation, evaluation or assessment by Subcontractor or its surety.

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, Contractor 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 Contractor, 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, Contractor 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 Contractor hereunder, agrees to indemnify, hold harmless and defend Contractor 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.** Contractor 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 Contractor and the Architect, nor shall Contractor 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**

Contractor 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 Contractor or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the Contractor or the Owner as fiduciary and made payable to Contractor or the Owner as fiduciary for the Insureds, as their interests may appear. Contractor or the Owner shall pay Subcontractors their just shares of insurance proceeds received by Contractor 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 Contractor from which it shall be removed by Contractor 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 Contractor's satisfaction, Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

**Ethics &  
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, storm water management, 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 Contractor 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 Contractor may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify Contractor 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.

Contractor has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Contractor 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, Contractor 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 Contractor 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 Contractor 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 or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor 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 the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and 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, Contractor 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.

The Project or General Contract may be subject to Federal prevailing wage requirements, such as the Davis-Bacon Act or the Walsh-Healy Act, or other similar laws, statutes or requirements at a state or local level. Subcontractor shall strictly comply with all applicable prevailing wage laws, statutes or requirements and shall maintain such records as necessary to establish the amount of wages and other compensation paid to workers in connection with the Project and shall submit to Turner, as a condition for payment, certified payrolls in the form prescribed by any such laws, regulations or requirements. Subcontractor expressly agrees that the indemnification obligations set forth in Article XIV of this Agreement shall apply to any violations by Subcontractor of any such laws, statutes or regulations and the failure to maintain records as required herein.

**Taxes & Contributions**

**ARTICLE XVI.** The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Contractor 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 Contractor 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 Contractor and the Owner from and against any and all liability, loss or damage and to reimburse Contractor and the Owner for any expenses, including legal fees and disbursements, to which Contractor 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.

**Disputes**

**ARTICLE XVIII.** 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 in the form of a mediation conducted by a neutral mediator, or such other form as the parties otherwise agree, as a condition precedent to addressing the dispute in any other forum unless Contractor agrees in writing to waive this condition precedent. The procedure for requesting such an ADR shall begin with a written notice of request for ADR delivered by one party hereto to the other. Within 14 days following the receipt of such notice, lead representatives of Subcontractor and Contractor shall meet in an effort to resolve the dispute. In the event that the dispute remains unresolved after the lead representatives meeting, a meeting shall take place between the President of Subcontractor and the General Manager or Operations Manager of Contractor within 20 days thereafter. In the event that the dispute remains unresolved after the President/Manager meeting, the parties shall proceed with ADR procedures described in the Article. However, in the event that such disputes are not resolved by mediation or another ADR procedure as Contractor and the Subcontractor may agree then such disputes shall be resolved any of following forums selected at Contractor's sole discretion either (1) the forum pursuant to which disputes between the Owner and Contractor are to be resolved under the terms of the General Contract, (2) arbitration administered by the American Arbitration Association under the rules pertinent to construction disputes then applicable or (3) in litigation. Furthermore, the Subcontractor agrees that Contractor 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) in which Contractor may be involved arising out of or in connection with the Project, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. In the event that relevant law limits or precludes Contractor's sole discretion in selecting the forum, then the dispute shall be resolved in litigation, unless the Subcontractor is to be joined by Contractor in a proceeding with Owner, in which case the forum shall be as stated in the General Contract. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in any dispute involving Contractor and or Contractor's surety. Subcontractor further agrees that in the event that it suffers damages, cost or expenses or otherwise intends to pursue a recovery that arises out of or relates to the performance of work by another subcontractor to or under Contractor, Subcontractor's sole remedy shall be as against that responsible subcontractor and Subcontractor shall not pursue a remedy from Contractor.

Subcontractor shall continue with the diligent performance of Work pursuant to this Subcontract and follow and abide by directions and instructions issued by Contractor during the pendency of any dispute, including dispute resolution procedures, ADR procedures, arbitration or litigation.

All claims, suit or demands by Subcontractor as against Contractor or Owner shall be brought within the earlier of one year following Subcontractor's achieving substantial completion for the Subcontractor's Work or within one year of Contractor's notice of default in the event that Contractor has taken any action in accordance with Article XI, and Subcontractor hereby agrees that all relevant statutes of limitations shall be deemed reduced to such time period, to the fullest extent permitted by law.

**Mechanics'  
Liens &  
Claims**

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 Contractor or from Contractor 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.

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 Contractor or from Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and/or the Owner may sustain or incur in connection therewith.

**Assignment &  
Subletting**

**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 Contractor 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 Contractor 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 Contractor until Contractor 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 Contractor and such assignee or transferee. Subcontractor further agrees that all of Contractor'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 Contractor from and against any and all loss, cost, expense or damages Contractor or Owner has or may sustain or incur in connection with such Assignment.

**Termination  
for Convenience**

**ARTICLE XX.** Contractor shall have the right at any time and for any reason, by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement only 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 Contractor exercises this clause.

**Guarantees**

**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.

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect and Contractor, 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.

**Accident  
Prevention &  
Other Policies**

**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 and the Clean Water Act, 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 or imposed during the progress of the Work by Contractor. When so ordered, the Subcontractor shall stop any part of the Work which Contractor deems potentially unsafe, noncompliant or in violation until corrective measures satisfactory to Contractor 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, Contractor 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 Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefor.

This Subcontractor acknowledges the receipt of "Contractor's "Corporate Safety, Health and Environmental Policy", "Substance Abuse Policy", "Equal Employment Opportunity" policy and "Policy Statement on Harassment." Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project, including any amendments or modifications of such policies that Contractor may issue at any time. Subcontractor further acknowledges that Contractor endeavors to employ on its projects robust programs with respect to safety and storm water management, as well as compliance with relevant laws and regulations, including, without limitation, OSHA and the Clean Water Act. Such programs may include aggressive measures and requirements, such as reporting, training of personnel and inspections, that may be considerably above and beyond minimum standards. Subcontractor agrees to comply with any and all requirements Contractor may impose in connection with such programs and policies, whether as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

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 Contractor in sufficient time to permit compliance with such laws by Contractor, 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 Contractor in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by Contractor in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless Contractor 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.

**Assumption of  
Liability &  
Indemnity**

**ARTICLE XXIII.** Throughout this Agreement, the "Indemnified Party (ies)" means Contractor, the Owner, any party required to be indemnified pursuant to the General Contract, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. The Subcontractor hereby assumes the entire responsibility and liability for any and all actual or potential damage or injury of any kind or nature whatsoever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of the Subcontractor or any tier of the Subcontractor, or otherwise; or to all property; or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); 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. Should any claims for such actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party'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 an Indemnified Party, the Subcontractor agrees to indemnify and save harmless the Indemnified Party 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 the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party 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 the Indemnified Party, Contractor 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 the Indemnified Party from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Contractor in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

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.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR, THEN THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THIS ARTICLE SHALL BE CONSTRUED TO CONFORM TO SUCH LAW.

**Insurance****ARTICLE XXIV. Insurance.****A. Required Insurance**

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

1. WORKERS' COMPENSATION in accordance with laws of the State in which the Work is situated, and EMPLOYERS' LIABILITY INSURANCE in the amount of \$1,000,000.
2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTOR'S 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 current ISO Occurrence Form). No exclusions or restrictions for Crane usage will be permitted.

\$ SDS /Occurrence

\$ SDS General Aggregate

Subcontractor has elected to obtain the above insurance coverages set forth in paragraphs 1 and 2 above in the manner set forth in the Subcontractor Election A, B or C (with Subcontractor Election B having a further coverage option that is stated in, and may be elected by checking, Sub-Part B-1 ) that is checked below (Note: only one of Subcontractor Election A, B or C is to be selected, however Subpart B-1 may also be selected but only if Subcontractor Election B is selected):

SDS Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. Contractor 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. This insurance coverage shall include Products and Completed Operations coverage which Subcontractor agrees to maintain for a period equal to the statute of repose in the state in which the project is located. Subcontractor further agrees that it shall require each of its sub-subcontractors to provide the above insurance coverages subject to the terms and conditions set forth below. All costs are included in the Price and are to be paid by the Subcontractor.

or

SDS Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program that insures Subcontractor and its eligible lower tier subcontractors, which program has been made available to Subcontractor by Contractor, as described and with limits of liability, terms and conditions set forth in the Contract Documents, including, but not limited to, the CCIP Manual, and Subcontractor agrees to all terms and conditions therein, and makes all representations and warranties, associated therewith. Subcontractor acknowledges and agrees i) that insurance costs will be incurred to provide the above insurance coverages under the consolidated program; ii) that as opposed to Subcontractor including such insurance costs in the Price and paying such costs directly, the Price does not include insurance costs for the above insurance coverages, iii) that it is more convenient and efficient for Contractor to pay such insurance costs on Subcontractor's and Subcontractor's eligible lower tier subcontractor's behalf, and iv) that Contractor is authorized by Subcontractor to pay such insurance premiums on Subcontractor's behalf and Subcontractor's eligible lower tier subcontractor's behalf.

SDS Sub-Part B-1 to Subcontractor Election B. By checking this further election, Subcontractor agrees that it has selected Subcontractor Election B with respect to providing the above insurance coverages for eligible lower tier subcontractors engaged by or through Subcontractor to the extent permitted by the Contract Documents (including the CCIP Manual), however, Subcontractor agrees that as to Subcontractor itself, the above insurances will be provided by Subcontractor in accordance with the terms and conditions of Subcontractor Election A above. Accordingly, Subcontractor itself shall be deemed an "Excluded Party" with respect to the consolidated insurance program as described in the Contract Documents (including the CCIP Manual). Any other "Excluded Party" lower tier subcontractors (if applicable) with respect to the consolidated insurance program arranged by Contractor shall be required to procure their own insurance coverages at their expense. For Subcontractor's lower tier subcontractors that are not an "Excluded Party", the above insurance coverages shall be provided through the consolidated insurance program as described in Subcontractor Election B to the extent permitted by the Contract Documents (including the CCIP Manual).

Subcontractor represents and warrants that all amounts, information and data that Subcontractor and its lower tier subcontractors has provided or will provide in connection with CCIP applications and other related forms and documents, including estimated payroll and insurance costs, are, or shall be when submitted, true and accurate. Subcontractor represents and warrants that the amount of estimated unburdened payroll (payroll without benefits or overtime, unless the overtime portion is included as required by the regulations of the State in which the project is located) actually used by Subcontractor and its eligible lower tier subcontractors in calculating the Price is \$ SDS ("Initial Payroll Estimate" or "Estimated On-Site Payroll") (if Sub-Part B-1 is elected, this amount only pertains to Subcontractor's eligible lower tier subcontractors). Subcontractor further agrees that all such amounts, data and information, including the estimated unburdened payroll amount used to calculate the Price, shall be subject to audit and verification if Contractor or the CCIP Administrator elects to do so and Subcontractor

agrees to cooperate fully and provide documents and other records requested in connection with such audit and verification and to cause its lower tier subcontractors to do the same. Subcontractor acknowledges that such amounts, information and data or such other amounts as verified in accordance with the CCIP Manual or through audit may be used to calculate final and interim cost adjustments to the Price and/or payments to Subcontractor (at Contractor's discretion) as described in the CCIP Manual. Contractor and the CCIP Administrator shall not be required to use any amount greater than the foregoing "Estimated On-Site Payroll" as the unburdened payroll amount when calculating such adjustments for Subcontractor and its lower tier subcontractors as described in the CCIP Manual.

or

SDS Subcontractor Election 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.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged pursuant to Subcontractor Election B, Subcontractor Election B-1 or Subcontractor Election C, such coverage will not apply to any operations off of the premises (as defined in the CCIP Policy or Manual or OCIP Policy or Manual) and Subcontractor shall provide and maintain the above insurance coverages with respect to off-premises operations. Subcontractor further agrees that in the event that the insurance coverage provided by a consolidated insurance program (Subcontractor Election B or C) is cancelled prior to the completion of the Work, subcontractor shall provide the insurance coverage (set forth in paragraphs 1 and 2). Subcontractor further acknowledges and represents i) that it was not required to select any particular election provided for above and was free to choose Subcontractor Election A if it preferred to apply for and obtain insurance itself, ii) that Subcontractor has reviewed the other Subcontractor Elections available for this Project and has chosen the election selected above, and iii) that Subcontractor has satisfied itself that the Subcontractor Election checked above is preferable to Subcontractor for reasons of convenience, economics and/or coverage afforded.

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 \$ SDS /accident

4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment

B. Insurance Conditions

The following terms and conditions are applicable to all insurance:

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to Contractor from each insurance company showing that the above insurances (1, 2 Subcontractor Election A, 3 and CGL operations off of the premises under 2 Subcontractor Election B and C, and 4) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention.

The Subcontractor shall name the Indemnified Parties and such other entities as may be reasonably requested as additional insureds under the policies of insurance listed in paragraph A maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance of the Work or any time thereafter. The coverage to be provided to the additional insureds shall be for all liability arising out of the Work. Subcontractor will submit a certificate of insurance and a copy of endorsements to the insurance policies listing all parties required to be named by Subcontractor as additional insureds. Subcontractor hereby waives all rights of recovery from Contractor and the Indemnified Parties, including but not limited to rights of subrogation, with respect to any matter, claim or suit that is required to be covered by insurance to be maintained by Subcontractor pursuant to the Contract Documents.

It is expressly agreed by and between Subcontractor and Contractor 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 the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees that the amount of insurance available to Contractor and the additional insureds shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Subcontract. 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, Contractor shall have the right, but not the obligation, to procure and maintain 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 Contractor's option, Contractor may offset the cost incurred by Contractor against amounts otherwise payable to Subcontractor hereunder. Subcontractor further agrees that in the event of such failure to procure and maintain such insurance, Subcontractor shall be liable for all amounts which would have been payable pursuant to the insurance required by this Subcontract. If, in Contractor's discretion, Contractor 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 Poor's or Moody's rating), Contractor may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to Contractor.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT CONTRACTOR MAY REQUIRE FROM SUBCONTRACTOR, THEN SUBCONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

#### Bonds

**ARTICLE XXV.** The Subcontractor shall furnish to Contractor a performance bond in the amount of \$ SDS and a separate payment bond in the amount of \$ SDS the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to Contractor. Such bonds shall be furnished to Contractor within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by Contractor in writing. In the event Subcontractor fails to furnish such bonds to Contractor within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event Contractor 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.

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 Contractor of and from all liability loss, damage and expense, including interest, costs and attorney fees, which Contractor 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 Contractor when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as Contractor 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 XXVI.** 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.

#### Business Enterprise Compliance

**ARTICLE XXVII.** In the event that the Project or General Contract is subject to any federal, state, or local program(s) requiring Contractor or its subcontractors to meet certain goals or commitments with regard to the award of subcontracts or supply contracts to small and/or disadvantaged businesses, including but not limited to minority owned, woman owned, veteran owned and local businesses, then the provisions of this Article shall apply. Subcontractor acknowledges that: a) the Federal Small Business Program applies if the General Contract is a direct federal government contracts (*i.e.*, contracts awarded by a federal executive agency); b) the Disadvantaged Business Enterprise Program applies to projects that are funded in whole or in part with federal funds, including those funded through a grant awarded to the Owner; c) there are state and local programs that may apply to public projects that are funded by a state or local government; and d) these programs have different eligibility requirements as well as different methods of counting small business, minority, and other designated categories of participation at all subcontracting levels. Subcontractor agrees that it shall fully understand and comply with the rules and regulations of all such programs to the fullest extent applicable to the General Contract, Subcontract or this Agreement.

A. If Subcontractor is or otherwise satisfies the qualifications or requirements of any of the following, or if Subcontractor has in any way represented or given Contractor reason to believe that such is the case: (a) a small business under the Federal Small Business Program (*i.e.*, a small business, a small disadvantaged business (SDB), a HUBZone small business, a service-disabled veteran-owned small business (SDVOSB), a veteran-owned small business (VOSB), or a women-owned small business (WOSB)) (hereinafter collectively referred to as an "SBE"); (b) a Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), or Woman Owned Business Enterprise (WBE), or the functional equivalent under federal, state, or local law (hereinafter collectively referred to as a "DBE"); or (c) a category or status designated by state or local authorities which otherwise classifies or designates certain business entities, collectively referred to as Local Business Enterprises (LBEs); then Subcontractor acknowledges, represents, agrees and warrants that: (i) Subcontractor in fact has such status and has obtained all required federal, state, or local certifications of such status; (ii) Contractor is relying upon such representation and status to fulfill any and all SBE, DBE or LBE goals or commitments Contractor has made to the Owner and/or a government agency or as otherwise required of Contractor; (iii) Subcontractor shall maintain its status as an SBE, DBE or LBE throughout the performance of the subcontract or purchase order; (iv) Subcontractor immediately shall notify Contractor if there is a change in Subcontractor's status as an SBE, DBE or LBE; (v) Contractor has engaged Subcontractor based on Subcontractor's representation that Subcontractor shall perform in such a manner that 100% of Subcontractor's Work and 100% of the Subcontract value shall be eligible for credit towards Contractor's goals and commitments with regard to the award of subcontracts to SBEs, DBEs and/or LBEs; (vi) Subcontractor shall perform in such a manner that Contractor shall be eligible to receive credit towards Contractor's goals and commitments regarding the award of subcontracts to SBEs, DBEs, and/or LBEs for 100% of the Subcontract value; (vii) Subcontractor will not engage in any effort or take any action that would prevent Contractor from receiving 100% credit; (viii) Subcontractor shall engage in a genuine commercially useful function as defined by law and shall not act as a pass-through to sub-subcontractors, suppliers, or vendors who are not SBEs, DBEs or LBEs; (ix) Subcontractor will not engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist; and (x) if Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, then Subcontractor will do so only in a manner that does not affect the ability to receive credit as described above for 100% of the Subcontract value, including awarding same only to SBE, DBE or LBE sub-subcontractors, suppliers, or vendors if and to the extent necessary to achieve this result.

B. If Subpart A. of this Article is not applicable to Subcontractor, then Subcontractor acknowledges and agrees that the obligations and commitments assumed by Contractor with regard to the award of subcontracts to SBEs, DBEs and/or LBEs, have likewise been assumed by Subcontractor pursuant to this Agreement, including but not limited to meeting or exceeding the same percentage or other requirements or goals for each separate category of SBE, DBE and/or LBE employment in connection with the performance of the Work and satisfying all obligations and responsibilities with respect to reporting and documenting same.

C. The provisions of this Subparagraph C. shall be applicable to all Subcontractors. If or when Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, to the extent permitted or required by this Agreement, then Subcontractor further acknowledges, represents, agrees and warrants that Subcontractor shall: (i) verify that such SBE, DBE or LBE has such status and has obtained all required federal, state, or local certification of such status; (ii) require its SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to maintain their status as an SBE, DBE or LBE throughout the performance of their sub-subcontract, purchase order, or other agreement; (iii) immediately notify Contractor if there is a change in a sub-subcontractor's, supplier's, or vendor's status as an SBE, DBE or LBE; (iv) require all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to engage in a genuine commercially useful function as defined by law; (v) ensure that all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors are not acting as a pass-through to another sub-subcontractor, supplier, or vendor who is not a SBE, DBE or LBE; and (vi) not permit a sub-subcontractor, supplier, or vendor to engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist.

Subcontractor agrees that: (i) Contractor, or its authorized representative, shall have access to and the right to examine and audit all of Subcontractor's records relating to Subcontractor's Work under this Agreement including, but not limited to, lower-tier subcontracts, equipment leases, purchase orders, and other agreements with third parties; (ii) Subcontractor and its sub-subcontractors, vendors and suppliers shall submit any forms, certifications or documents required by Contractor relating to participation on the Project, regardless of whether such forms or documents have been requested or required by the Owner; (iii) failure to honor and comply with any of the terms or conditions of this Article and/or its failure to comply with any applicable law relating to the award of subcontracts to SBEs, DBEs and/or LBEs shall constitute a material breach of this Agreement; (iv) submission by Subcontractor of a monthly requisition for payment or invoice shall constitute a certification by Subcontractor that each and every representation and warranty set forth in this Article is and remains truthful, accurate, and complete, and that Subcontractor is in full compliance with the terms and conditions of this Article, as of the date such requisition or invoice is submitted to Contractor; (v) Contractor may rely on these certifications in making payment to Subcontractor and in making like representations to others; (vi) Contractor shall have the right to withhold payment from Subcontractor if Contractor has reasonable grounds to believe that Subcontractor is not in full compliance with its obligations set forth in this Article; and (vii) that Subcontractor shall include a provision in all agreements with its sub-subcontractors, vendors and suppliers, whereby such sub-subcontractors, vendors and suppliers acknowledge and agree to conduct their operations and affairs in a manner that ensures that Subcontractor is not in violation of any provision in this Article and to provide forms, certifications and documents as required by Contractor or this Article.

**U.S. Government  
Prime Contract**

**ARTICLE XXVIII.** In the event that the General Contract under which this Subcontract is being issued is a General Contract between Contractor and the United States Government or an agency thereof, additional Federal Acquisition Regulation ("FAR") and agency FAR supplemental provisions are applicable to this Agreement. Such FAR and agency FAR supplemental provisions are contained on the attached document entitled "Federal Supplement" and such provisions are hereby incorporated by reference herein as if set forth at length herein. Subcontractor hereby ratifies and re-affirms its Subcontractor Certifications and Disclosures that Subcontractor signed and submitted with its proposal submitted earlier to Contractor and such Certifications and Disclosures are hereby incorporated herein by reference as if set forth at length herein.

**Entire  
Agreement**

**ARTICLE XXIX.** This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Contractor 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 Contractor except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it has completed and submitted to Contractor a prequalification questionnaire, that all statements therein and in the attachments to such questionnaire were true, accurate and complete, and remain true, accurate and complete, and that Contractor has relied on truthfulness, accuracy and completeness of such statements and the contents of the attachments thereto 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.

<b>SUBCONTRACTOR</b>	<b>CONTRACTOR</b>
<u>SDS</u>	<u>SDS</u>
By: _____	By: _____
Official title: <u>SDS</u>	Vice- President
Witness: <u>SDS</u>	Witness: <u>SDS</u>
Subcontractor's Federal Employers Identification Number (FEIN) _____	<u>SDS</u>
Subcontractor's State Unemployment Ins. No. _____	<u>SDS</u>
(Insert State and Register No. for State in which the Work is to be performed)	
Subcontractor's License No. <u>SDS</u>	
(Insert License No., if any, for State or locality in which the Work is to be performed)	
Subcontractor's State Sales Tax Registration No. <u>SDS</u>	

**BID PACKAGE NO. 16B  
INTRUSION DETECTION  
BID FORM  
BID DUE: Tuesday March 25, 2014 – 2PM**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**A. BASE BID**

- 1. LUMP SUM FOR BASE SCOPE OF WORK, INCLUDING INSURANCE & SALES TAX \$ \_\_\_\_\_
- 2. PAYMENT AND PERFORMANCE BONDS. \$ \_\_\_\_\_

**GRAND TOTAL BASE BID \$ \_\_\_\_\_**

- 3. MBE PARTICIPATION \_\_\_\_\_ %
- 4. LOCAL PARTICIPATION \_\_\_\_\_ %
- 5. LOWER TIER SUBCONTRACTOR INFORMATION

NAME	% of Volume	EMR
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. ALTERNATES**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner.

- 1. DEDUCT Alternate for General Liability DEDUCT:\$ \_\_\_\_\_

**C. UNIT PRICES**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. None \$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDA**

NUMBER

DATE

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**E. ACKNOWLEDGE SCHEDULE:**

Subcontractor has reviewed and acknowledges Project Schedule Data Dated **12.1.13** Yes or No

Subcontractor Durations:

Submittal and Shop Drawing Preparation \_\_\_\_\_ days  
Fabrication and Delivery \_\_\_\_\_ days  
First Delivery (Days after start of fabrication) \_\_\_\_\_ days  
Installation \_\_\_\_\_ days

Comments:

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**F. ACKNOWLEDGE FORM OF AGREEMENT:**

Subcontractor has reviewed and acknowledges Form 36 GA- Rev 07/15/2013. Initial below indicating the bidder will sign Form 36 – GA – Rev.07/15/2013 with no exceptions:

Initial: \_\_\_\_\_

**G. REQUIRED BID ATTACHMENTS:**

- **Bid Form**
- **Signed** Additional Provisions and **initial** each page
- **Signed** Form 36GA – REV 07/15/2013 and **initial** each page

**H. SUBMITTED BY:**

By submission of this bid, the Bidder acknowledges that it has thoroughly reviewed all project related documents including, but not limited to, the Subcontract Work Order, Drawings and Specifications and that the proposed bid price accurately reflects all items, language, terms, and requirements therein.

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

Submitted By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell#: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Provisions  
Bid Package 16B – Intrusion Detection  
March 25, 2014**

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All Work shall be performed in strict accordance with the following Contract Documents and Exhibits:

**Contract Documents**

- |    |   |                |       |
|----|---|----------------|-------|
| 1. | Contract Document List dated 12/3/13  | <b>Initial</b> | _____ |
| 2. | Project Conditions dated 12/3/13  | <b>Initial</b> | _____ |
| 3. | Turner Southeast Region Environmental, Safety and Health Program dated 10/22/13 | <b>Initial</b> | _____ |
| 4. | Turner Subcontract Form 36 GA REV 7/15/13                                       | <b>Initial</b> | _____ |
| 5. | Construction Project Schedule Data Date 12/1/13                                 | <b>Initial</b> | _____ |

**Exhibits**

- |           |   |                |       |
|-----------|---|----------------|-------|
| Exhibit A | Promise of Non-Discrimination                                     | <b>Initial</b> | _____ |
| Exhibit B | Employment Report   | <b>Initial</b> | _____ |
| Exhibit C | Schedule of Intended Subcontractor Utilization                    | <b>Initial</b> | _____ |
| Exhibit D | Letter of Intent to Perform as a Subcontractor                    | <b>Initial</b> | _____ |
| Exhibit E | Declaration Regarding Subcontracting Practice                     | <b>Initial</b> | _____ |
| Exhibit G | Prime Contractor_Sub-Contractor Utilization Form                  | <b>Initial</b> | _____ |
| Exhibit H | Fulton County First Source Jobs Program                           | <b>Initial</b> | _____ |
| Exhibit J | EEO Affirmative Action Plan                                       | <b>Initial</b> | _____ |
| Exhibit K | Turner Construction Company Policy Statement on Sexual Harassment | <b>Initial</b> | _____ |
| Exhibit L | Payment Application Documentation                                 | <b>Initial</b> | _____ |
| Exhibit M | Turner Construction Co-Imm Compliance Program dated 12/12/12      | <b>Initial</b> | _____ |
| Exhibit N | Turner Subcontractor Prequalification System Log-in Guide         | <b>Initial</b> | _____ |

**I. Work Included**

It is recognized and understood that the Subcontractor was selected for his expertise and certain skills and judgments based upon his knowledge of techniques, procedures, and systems of his specialty and is expected to include in the Scope of Work and/or systems, all items described in the Contract Documents for a complete and functional system in accordance with the Contract Documents whether or not shown or described. The Subcontractor shall review all documents including those for other trades and shall coordinate its work and include any required hookups or connections to other trades work.

Further, considering the Subcontractor's skills and knowledge of his specialty, it shall be his additional responsibility upon discovery to immediately notify Turner Construction Company and the Architect in writing, of

**Additional Provisions**  
**Bid Package 16B – Intrusion Detection**  
**March 25, 2014**

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errors, omissions, discrepancies and non-compliance 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. Any work required to install specified Work in accordance with applicable codes and regulations is included in this Scope of Work and the Contract Price.

This Subcontractor is responsible for a complete, working system in accordance with the intent of the Contract Documents.

The Architect may from time to time issue additional Drawings and Specifications to provide coordination and conforming details and otherwise issue additional Drawings and Specifications necessary to complete the Project (all such additional Drawings and Specifications are in this Agreement and in the Contract Documents referred to as "Additional Drawings and Specifications"). To the extent that the Additional Drawings and Specifications do not increase the scope, quality, quantity, function and/or intent of the Drawings and Specifications, but make more specific and detailed the Drawings and Specifications (all such matters herein being called "Completion Details"), the Additional Drawings and Specifications shall not give rise to any right on the part of the Subcontractor to any increase in the Subcontract price. The Subcontractor acknowledges that the Subcontractor has made a reasonable view of the Drawings and Specifications. In determining the Subcontract price, Subcontractor has taken into account the fact that Completion Details will be included in the Additional Drawings and Specifications.

Without in any way limiting the foregoing, Subcontractor shall provide and/or perform, and the Work shall include (i) all materials, supplies, apparatus, appliances, implements, tools, equipment, sanitary facilities and all other facilities necessary in the performance of the Work in accordance with the Contract Documents (collectively, "Materials"), (ii) all labor, supervision, transportation, utilities, storage and all other services (collectively, "Services") required in the construction of the Project in accordance with the Contract Documents, and (iii) all other acts and all other things necessary to construct the Project in accordance with the Contract Documents, including all Work expressly specified therein and such other work, which reasonably may be inferred therefrom.

The Work in this Agreement consists of furnishing and installing the complete, **28 1600 Intrusion Detection**, Specification(s), applicable sections of Specification Section **01 3514.01 LEED-NC 2009 Credit Summary** and applicable specification sections as they relate to the scope of work further outlined below and in accordance with the Contract Documents. The Work includes, but is not limited to, the following:

**General Scope of Work**

Furnish all labor, material, equipment, scaffolding, layout, hoisting, and anything else required for the complete performance of the work as required by phasing plan.

Refer to Project Conditions dated 12/3/13 for General Scope of Work.

**Specific Scope of Work**

**Signage**

1. This subcontractor shall furnish and install Intrusion Detection System as required by the Contract Documents.
2. This subcontractor is responsible for providing all maintenance and warranties manuals as required by Contract Documents.
3. Subcontractor is responsible for shop drawings and all other submittals as required in Construction Documents.
4. Hand Protection: Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required. For sharp edge, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut,

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abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person. The included Glove Guide (attached) is provided as a guide for proper glove selection for each task.

**II. Work Excluded:**

1. None.

**III. Schedule Requirements:**

The Subcontractor acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Subcontractor's Work. The Subcontractor further understands and agrees that to maintain this schedule, overtime and shift work may be required and that the cost for any such overtime or shift work is included in the Price. The Project Schedule may be amended if mutually agreeable to both Turner Construction Company and the Subcontractor.

**V. Alternates**

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, taxes, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of Turner Construction Company.

1. None

**VI. Unit Prices:**

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

**VII. Contract Amounts:**

The Subcontract amount is made up of the following amounts accounting purposes only: **\$0.00**

**VIII. Additional Terms and Conditions**

1. Subcontractor acknowledges that this Subcontract is subject to the Owner's approval and Turner's execution of the Subcontract and shall become effective only upon the Owner's approval and Turner's execution of the Subcontract. In the event that the Owner does not approve this Subcontract award and Turner does not execute the Subcontract, this Agreement shall be null and void and neither party will have any obligation or liability to the other party there under. Commencement of performance under this Agreement by the Subcontractor under any circumstance prior to the Owner's approval and Turner's execution of this Subcontract award shall be at the sole risk of the Subcontractor.
2. The Subcontractor warrants that it is in compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq.
3. Subcontractor acknowledges that the General Contract, including, but not limited to the General Conditions of the General Contract, contains provisions and requirements regarding the submission of claims or requests for extensions of time, changes, extra cost or damages. Subcontractor agrees to make all such claims or requests in the manner provided for and within in the General Conditions of the General Contract.
4. Under the terms of the General Contract, certain functions, rights and the authority to make certain decisions and determinations are reserved to the Owner rather than the Architect. Any reference in the Agreement to the

**Additional Provisions**  
**Bid Package 16B – Intrusion Detection**  
**March 25, 2014**

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Architect as the party performing those functions, exercising certain rights or making certain decisions and determinations shall be construed as meaning the Owner or that person or entity specifically authorized by the General Contract to perform those functions, exercise those rights and make certain decisions and determinations.

5. Subcontractor shall comply with Georgia Sales and Use Tax law and regulations, including O.C.G.A § 48-8-63 and § 48-13-30 et al., and Ga. Comp. R. & Regs. 560-12-2-.26. and 560-12-2-.43. Non-Resident Subcontractors, as defined in O.C.G.A. § 48-8-63(a), must file a surety bond with the Georgia Department of Revenue and have the Georgia Department of Revenue send a notice of Subcontractor's compliance to Turner Construction Company. Compliance with these requirements is a condition precedent for payment by Turner Construction Company to the Subcontractor.
6. The Subcontractor has expressly assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this work order amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise.
7. Subcontractor specifically acknowledges that it has read, understands, will comply with, and will be bound by the provisions of the General Contract between Turner Construction Company and the Owner including but not limited to.
  1. For Each day of delay in Substantial Completion of the entire Work for the Milton project: \$1,500.00.day.
  2. For each day in Final Completion of the entire Work for the Milton project: \$1,500.00/day.

# **SECTION 3**

# MILTON LIBRARY

855 MAYFIELD ROAD  
ATLANTA, GA 30009

## GMP SET

### Contract Document List – Dated 12/3/13

Document	Title	Date	Description
	<b>SPECIFICATIONS</b>		
	<b>TABLE OF CONTENTS</b>		
	<b>GENERAL REQUIREMENTS</b>		
00 1000	SUMMARY	12/3/2013	GMP Set
01 2300	ALTERNATES	12/3/2013	GMP Set
01 2500	SUBSTITUTION PROCEDURES	12/3/2013	GMP Set
01 3000	ADMINISTRATIVE REQUIREMENTS	12/3/2013	GMP Set
01 3050	DESIGN PROCEDURES AND SUBSTANTIATION REQUIREMENTS	12/3/2013	GMP Set
01 3514_01	LEED-NC 2009 CREDIT SUMMARY	12/3/2013	GMP Set
01 3515	LEED CERTIFICATION PROCEDURES	12/3/2013	GMP Set
01 3516	LEED SUBMITTAL FORMS	12/3/2013	GMP Set
01 4000	QUALITY REQUIREMENTS	12/3/2013	GMP Set
01 4100	REGULATORY REQUIREMENTS	12/3/2013	GMP Set
01 4216	DEFINITIONS	12/3/2013	GMP Set
01 4529	TESTING LABORATORY SERVICES	12/3/2013	GMP Set
01 4533**	CODE-REQUIRED SPECIAL INSPECTIONS	12/3/2013	GMP Set
01 5713	TEMPORARY EROSION AND SEDIMENT CONTROL	12/3/2013	GMP Set
01 5721	INDOOR AIR QUALITY CONTROLS	12/3/2013	GMP Set
01 6000	PRODUCT REQUIREMENTS	12/3/2013	GMP Set
01 6116	VOLATILE ORGANIC COMPOUND_VOC_CONTENT RESTRICTIONS	12/3/2013	GMP Set
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS	12/3/2013	GMP Set
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	12/3/2013	GMP Set
01 7823	OPERATION AND MAINTENANCE DATA	12/3/2013	GMP Set
01 7839	PROJECT RECORD DOCUMENTS	12/3/2013	GMP Set
01 7900	DEMONSTRATION AND TRAINING	12/3/2013	GMP Set
01 9113	GENERAL FUNDAMENTAL CX	12/3/2013	GMP Set
	<b>FACILITY CONSTRUCTION</b>		GMP Set
02 4100	DEMOLITION	12/3/2013	GMP Set
03 1100	CONCRETE FORMING	12/3/2013	GMP Set
03 2000	CONCRETE REINFORCING	12/3/2013	GMP Set
03 3000	CAST-IN-PLACE CONCRETE	12/3/2013	GMP Set
03 3000	CAST-IN-PLACE CONCRETE - CIVIL	12/3/2013	GMP Set
		12/3/2013	GMP Set
04 0511	MASONRY MORTARING AND GROUTING	12/3/2013	GMP Set
04 4301	STONE MASONRY VENEER	12/3/2013	GMP Set
04 7200	CAST STONE MASONRY	12/3/2013	GMP Set

Document	Title	Date	Description
05 2100	STEEL JOIST FRAMING	12/3/2013	GMP Set
05 1200	STRUCTURAL STEEL FRAMING	12/3/2013	GMP Set
05 1213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	12/3/2013	GMP Set
05 3100	STEEL DECKING	12/3/2013	GMP Set
05 4000	COLD-FORMED METAL FRAMING	12/3/2013	GMP Set
05 5000	METAL FABRICATIONS	12/3/2013	GMP Set
05 5213	PIPE AND TUBE RAILINGS	12/3/2013	GMP Set
		12/3/2013	GMP Set
06 0573	WOOD TREATMENT	12/3/2013	GMP Set
06 1000	ROUGH CARPENTRY	12/3/2013	GMP Set
06 2000	FINISH CARPENTRY	12/3/2013	GMP Set
06 4100	ARCHITECTURAL WOOD CASEWORK	12/3/2013	GMP Set
07 1300	SHEET WATERPROOFING	12/3/2013	GMP Set
07 1400	FLUID-APPLIED WATERPROOFING	12/3/2013	GMP Set
07 1900	WATER REPELLENTS	12/3/2013	GMP Set
07 2100	THERMAL INSULATION	12/3/2013	GMP Set
07 2500	WEATHER BARRIERS	12/3/2013	GMP Set
07 4113	METAL ROOF PANELS	12/3/2013	GMP Set
07 4646	FIBER CEMENT SIDING	12/3/2013	GMP Set
07 5400	THERMAL MEMBRANE ROOFING	12/3/2013	GMP Set
07 6200	SHEET METAL FLASHING AND TRIM	12/3/2013	GMP Set
07 7100	ROOF SPECIALTIES	12/3/2013	GMP Set
07 7200	ROOF ACCESSORIES	12/3/2013	GMP Set
07 8400	FIRESTOPPING	12/3/2013	GMP Set
07 9005	JOINT SEALERS	12/3/2013	GMP Set
08 1113	HOLLOW METAL DOORS AND FRAMES	12/3/2013	GMP Set
08 1416	FLUSH WOOD DOORS	12/3/2013	GMP Set
08 1433	STILE AND RAIL WOOD DOORS	12/3/2013	GMP Set
08 3100	ACCESS DOORS AND PANELS	12/3/2013	GMP Set
08 3326	OVERHEAD DOORS AND PANELS	12/3/2013	GMP Set
08 4229	AUTOMATIC ENTRANCES	12/3/2013	GMP Set
08 4313	ALUMINUM-FRAMED STOREFRONTS	12/3/2013	GMP Set
08 5113	ALUMINUM WINDOWS	12/3/2013	GMP Set
08 7100	DOOR HARDWARE	12/3/2013	GMP Set
08 8000	GLAZING	12/3/2013	GMP Set
08 8300	MIRRORS	12/3/2013	GMP Set
08 9100	LOUVERS	12/3/2013	GMP Set
	COMMON WORK RESULTS FOR FLOORING		
09 0561	PREPARATION	12/3/2013	GMP Set
09 2116	GYPSUM BOARD ASSEMBLIES	12/3/2013	GMP Set
09 3000	TILING	12/3/2013	GMP Set
09 5100	ACOUSTICAL CEILINGS	12/3/2013	GMP Set
09 6500	RESILIENT FLOORING	12/3/2013	GMP Set
09 6813	TILE CARPETING	12/3/2013	GMP Set
09 7200	WALL COVERING	12/3/2013	GMP Set
09 9000	PAINTING AND COATING	12/3/2013	GMP Set
09 9600	HIGH-PERFORMANCE COATINGS	12/3/2013	GMP Set
09 9723	CONCRETE AND MASONRY COATINGS	12/3/2013	GMP Set

Document	Title	Date	Description
10 1101	VISUAL DISPLAY BOARDS	12/3/2013	GMP Set
10 1124	TACKABLE WALL SYSTEMS	12/3/2013	GMP Set
10 2113_19	PLASTIC TOILET COMPARTMENTS	12/3/2013	GMP Set
10 2601	WALL AND CORNER GUARDS	12/3/2013	GMP Set
10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES	12/3/2013	GMP Set
10 3100	MANUFACTURED FIREPLACES	12/3/2013	GMP Set
10 4400	FIRE PROTECTION SPECIALTIES	12/3/2013	GMP Set
10 5617	WALL MOUNTED STANDARDS AND SHELVING	12/3/2013	GMP Set
12 2400	WINDOW SHADES	12/3/2013	GMP Set
12 9313	BICYCLE RACKS	12/3/2013	GMP Set
	<b>FACILITY SERVICES</b>		
	<b>FIRE SUPPRESSION</b>		
21 0000	FIRE PROTECTION GENERAL PROVISIONS	12/3/2013	GMP Set
21 0500	COMMON WORK RESULTS FOR FIRE SUPPRESSION	12/3/2013	GMP Set
21 517	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	12/3/2013	GMP Set
21 0518	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	12/3/2013	GMP Set
21 0553	IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	12/3/2013	GMP Set
21 1300	FIRE SUPPRESSION SPRINKLERS	12/3/2013	GMP Set
	<b>PLUMBING</b>		
22 0000	PLUMBING GENERAL PROVISIONS	12/3/2013	GMP Set
22 0513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	12/3/2013	GMP Set
22 0517	SLEEVES AND SLEEVE SEALS FOR PLUMBING	12/3/2013	GMP Set
22 0518	ESCUTCHEONS FOR PLUMBING PIPING	12/3/2013	GMP Set
22 0519	METERS AND GAGES FOR PLUMBING PIPING	12/3/2013	GMP Set
22 0553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	12/3/2013	GMP Set
22 0719	PLUMBING PIPING INSULATION	12/3/2013	GMP Set
22 0800	PLUMBING COMMISSIONING REQUIREMENTS	12/3/2013	GMP Set
22 1005	PLUMBING PIPING	12/3/2013	GMP Set
22 1006	PLUMBING PIPING SPECIALTIES	12/3/2013	GMP Set
22 1113	FACILITY WATER DISTRIBUTION PIPING	12/3/2013	GMP Set
22 1313	FACILITY SANITARY SEWERS	12/3/2013	GMP Set
22 3000	PLUMBING EQUIPMENT	12/3/2013	GMP Set
22 4000	PLUMBING FIXTURES	12/3/2013	GMP Set
	<b>MECHANICAL</b>		
23 0130_51	HVAC AIR DUCT CLEANING	12/3/2013	GMP Set
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	12/3/2013	GMP Set
23 0516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	12/3/2013	GMP Set
23 0519	METERS AND GAGES FOR HVAC PIPING	12/3/2013	GMP Set
23 0548	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	12/3/2013	GMP Set
23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	12/3/2013	GMP Set
23 0593	TESTING, ADJUSTING AND BALANCING FOR HVAC	12/3/2013	GMP Set
23 0713	DUCT INSULATION	12/3/2013	GMP Set
23 0716	HVAC EQUIPMENT INSULATION	12/3/2013	GMP Set
23 0719	HVAC PIPING INSULATION	12/3/2013	GMP Set

Document	Title	Date	Description
23 0800	HVAC COMMISSIONING REQUIREMENTS	12/3/2013	GMP Set
23 0913	INSTRUMENTATION AND CONTROL DEVICES FOR HVAC	12/3/2013	GMP Set
23 0923	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC	12/3/2013	GMP Set
23 0993	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	12/3/2013	GMP Set
23 2113	HYDRONIC PIPING	12/3/2013	GMP Set
23 2114	HYDRONIC SPECIALTIES	12/3/2013	GMP Set
23 2123	HYDRONIC PUMPS	12/3/2013	GMP Set
23 2300	REFRIGERANT PIPING	12/3/2013	GMP Set
23 2500	HVAC WATER TREATMENT	12/3/2013	GMP Set
23 3100	HVAC DUCTS AND CASINGS	12/3/2013	GMP Set
23 3300	AIR DUCT ACCESSORIES	12/3/2013	GMP Set
23 3319	DUCT SILENCERS	12/3/2013	GMP Set
23 3416	CENTRIFUGAL HVAC FANS	12/3/2013	GMP Set
23 3423	HVAC POWER VENTILATORS	12/3/2013	GMP Set
23 3600	AIR TERMINAL UNITS	12/3/2013	GMP Set
23 3700	AIR OUTLETS AND INLETS	12/3/2013	GMP Set
23 4000	HVAC AIR CLEANING DEVICES	12/3/2013	GMP Set
23 6213	PACKAGED AIR-COOLED REFRIGERANT COMPRESSOR AND CONDENSER UNITS	12/3/2013	GMP Set
23 6423	SCROLL WATER CHILLERS	12/3/2013	GMP Set
23 6429	MODULAR WATER CHILLERS	12/3/2013	GMP Set
23 7223	PACKAGED AIR-TO-AIR ENERGY RECOVERY UNITS	12/3/2013	GMP Set
23 7313	MODULAR CENTRAL-STATION AIR-HANDLING UNITS	12/3/2013	GMP Set
23 8101	TERMINAL HEAT TRANSFER UNITS	12/3/2013	GMP Set
23 8127	SMALL SPLIT-SYSTEM HEATING AND COOLING	12/3/2013	GMP Set
23 8129	VARIABLE REFRIGERANT VOLUME_VRV_HVAC SYSTEM	12/3/2013	GMP Set
23 8216	AIR COILS	12/3/2013	GMP Set
	<b>ELECTRICAL</b>	12/3/2013	GMP Set
26 0100	ELECTRICAL REQUIREMENTS	12/3/2013	GMP Set
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	12/3/2013	GMP Set
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	12/3/2013	GMP Set
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	12/3/2013	GMP Set
26 0534	CONDUIT	12/3/2013	GMP Set
26 0536	CABLE TRAYS FOR ELECTRICAL SYSTEMS	12/3/2013	GMP Set
26 0537	BOXES	12/3/2013	GMP Set
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	12/3/2013	GMP Set
26 0800	ELECTRICAL COMMISSIONING REQUIREMENTS	12/3/2013	GMP Set
26 0919	ENCLOSED CONTACTORS	12/3/2013	GMP Set
26 0923	LIGHTING CONTROL DEVICES	12/3/2013	GMP Set
26 2200	LOW-VOLTAGE TRANSFORMERS	12/3/2013	GMP Set
26 2416	PANELBOARDS	12/3/2013	GMP Set
26 2717	EQUIPMENT WIRING	12/3/2013	GMP Set
26 2726	WIRING DEVICES	12/3/2013	GMP Set
26 2813	WIRINGS	12/3/2013	GMP Set
26 2818	ENCLOSED SWITCHES	12/3/2013	GMP Set
26 4300	SURGE PROTECTIVE DEVICES	12/3/2013	GMP Set
26 5100	INTERIOR LIGHTING	12/3/2013	GMP Set
26 5600	EXTERIOR LIGHTING	12/3/2013	GMP Set
	<b>TECHNOLOGY (For information and coordination only)</b>		

Document	Title	Date	Description
27 0500	COMMON WORK RESULTS FOR COMMUNICATIONS Rev4	12/3/2013	GMP Set
27 0526	GROUNDING AND BONDING FOR TELECOMMUNICATIONS SYSTEM Rev 5	12/3/2013	GMP Set
27 0529	COMBINED LOW VOLTAGE POWER FLOOR BOXES Rev 5	12/3/2013	GMP Set
27 1100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS Rev 4	12/3/2013	GMP Set
27 4110	GENERAL PROVISIONS FOR INTEGRATED AUDIO-VISUAL SYSTEMS EQUIPMENT	12/3/2013	GMP Set
27 4111 11	COMBINED LOW VOLTAGE POWER FLOOR BOXES FOR AUDIO VISUAL SYSTEMS EQUIPMENT	12/3/2013	GMP Set
27 4111	WORK COMMON TO INTEGRATED AUDIO-VISUAL SYSTEMS EQUIPMENT Rev 5	12/3/2013	GMP Set
27 4133	MASTER ANTENNA TELEVISION SYSTEM Rev 4	12/3/2013	GMP Set
27 5116	PUBLIC ADDRESS Rev 4	12/3/2013	GMP Set
28 1600	INTRUSION DETECTION Rev 4	12/3/2013	GMP Set
	<b>SITE &amp; INFRASTRUCTURE EARTHWORK</b>		
31 1000	SITE CLEARING	12/3/2013	GMP Set
31 2000	EARTHMOVING	12/3/2013	GMP Set
	<b>EXTERIOR IMPROVEMENTS</b>		
32 1216	ASPHAL PAVING	12/3/2013	GMP Set
32 1313	CONCRETE PAVING	12/3/2013	GMP Set
32 9219	SEEDING	12/3/2013	GMP Set
32 9300	PLANTS	12/3/2013	GMP Set
33 4100	STORM UTILITY DRAINAGE PIPING	12/3/2013	GMP Set
	<b>APPENDEX</b>		
	FINISHES BASIS OF DESIGN SUMMARY	12/3/2013	GMP Set
	<b>DRAWINGS</b>		
G00.0	COVER SHEET	12/3/2013	GMP Set
G00.2	GENERAL INFORMATION	12/3/2013	GMP Set
G01.0	CODE INFORMATION & LIFE SAFETY PLANS	12/3/2013	GMP Set
	<b>CIVIL DRAINGS COVER SHEET</b>		
C00.1	GENERAL NOTES	12/3/2013	GMP Set
C01.1	EXISTING CONDITIONS	12/3/2013	GMP Set
C01.2	DEMOLITION PLAN	12/3/2013	GMP Set
C01.3	SITE PLAN	12/3/2013	GMP Set
C01.4	GRADING & DRAINAGE PLAN	12/3/2013	GMP Set
C01.5	UTILITY PLAN	12/3/2013	GMP Set
C02.1	E&SC NOTES	12/3/2013	GMP Set
C02.2	E&SC INITIAL PLAN	12/3/2013	GMP Set
C02.3	E&SC INTERMEDIATE PLAN	12/3/2013	GMP Set
C02.4	E&SC FINAL PLAN	12/3/2013	GMP Set
C03.1	E&SC DETAILS	12/3/2013	GMP Set
C03.2	E&SC DETAILS	12/3/2013	GMP Set
C03.3	E&SC DETAILS	12/3/2013	GMP Set
C04.1	CONSTRUCTION DETAILS	12/3/2013	GMP Set
C04.2	CONSTRUCTION DETAILS	12/3/2013	GMP Set
C04.3	CONSTRUCTION DETAILS	12/3/2013	GMP Set

Document	Title	Date	Description
C04.4	CONSTRUCTION DETAILS	12/3/2013	GMP Set
C04.5	CONSTRUCTION DETAILS	12/3/2013	GMP Set
C04.6	CONSTRUCTION DETAILS	12/3/2013	GMP Set
LO101	TREE PROTECTION PLAN	12/3/2013	GMP Set
LP101	LANDSCAPE PLAN	12/3/2013	GMP Set
LP102	LANDSCAPE PLAN BUILDING	12/3/2013	GMP Set
LP501	LANDSCAPE DETAILS	12/3/2013	GMP Set
LS101	HARDSCAPE PLAN	12/3/2013	GMP Set
A10.0	ARCHITECTURAL SITE PLAN	12/3/2013	GMP Set
A12.0	FLOOR PLAN - LEVEL 1	12/3/2013	GMP Set
A12.1	DIMENSIONAL PLAN - CLERESTORY LEVEL	12/3/2013	GMP Set
A12.3	ROOF PLAN	12/3/2013	GMP Set
A13.0	SLAB PLANS	12/3/2013	GMP Set
A15.0	REFLECTED CEILING PLANS	12/3/2013	GMP Set
A20.0	EXTERIOR ELEVATIONS	12/3/2013	GMP Set
A20.1	EXTERIOR ELEVATIONS	12/3/2013	GMP Set
A30.0	BUILDING SECTIONS	12/3/2013	GMP Set
A30.1	BUILDING SECTIONS	12/3/2013	GMP Set
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A40.0	ENLARGED RESTROOMS PLANS & ELEVATIONS	12/3/2013	GMP Set
A40.1	ENLARGED FLOOR PLANS & DETAILS	12/3/2013	GMP Set
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A41.2	INTERIOR ELEVATIONS - CASEWORK	12/3/2013	GMP Set
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A51.3	ROOF DETAILS	12/3/2013	GMP Set
A51.4	SECTION DETAILS	12/3/2013	GMP Set
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A51.6	PORCH DETAILS	12/3/2013	GMP Set
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A52.2	MILLWORK SECTION DETAILS	12/3/2013	GMP Set
A53.1	MAIN ENTRY CANOPY DETAILS	12/3/2013	GMP Set
A60.0	OPENING SCHEDULE AND DIAGRAMS	12/3/2013	GMP Set
A61.0	PARTITION TYPES	12/3/2013	GMP Set
A62.0	TYPICAL MOUNTING HEIGHTS	12/3/2013	GMP Set
A63.0	FINISH PLAN & SCHEDULE	12/3/2013	GMP Set
S01.1	STRUCTURAL GENERAL NOTES	12/3/2013	GMP Set
S01.2	STRUCTURAL GENERAL NOTES	12/3/2013	GMP Set
S12.0	STRUCTURAL PLAN	12/3/2013	GMP Set
S12.1	MECHANICAL MEZZANINE AND FLAT ROOF FRAMING PLAN	12/3/2013	GMP Set
S12.2	ROOF FRAMING PLAN	12/3/2013	GMP Set
S12.3	ISOMETRIC VIEW	12/3/2013	GMP Set

Document	Title	Date	Description
S21.1	TYPICAL FOUNDATION DETAILS	12/3/2013	GMP Set
S21.2	TYPICAL FOUNDATION DETAILS	12/3/2013	GMP Set
S21.3	TYPICAL FOUNDATION DETAILS	12/3/2013	GMP Set
S22.1	STEEL JOIST ELEVATIONS	12/3/2013	GMP Set
S23.1	TYPICAL STEEL FRAMING DETAILS	12/3/2013	GMP Set
S23.2	TYPICAL STEEL FRAMING DETAILS	12/3/2013	GMP Set
S23.3	STEEL FRAMING DETAILS	12/3/2013	GMP Set
S23.4	STEEL FRAMING DETAILS	12/3/2013	GMP Set
S23.5	STEEL FRAMING DETAILS	12/3/2013	GMP Set
S51.1	BRACED FRAME DETAILS	12/3/2013	GMP Set
S51.2	BRACED FRAME ELEVATIONS	12/3/2013	GMP Set
P10.0	PLUMBING LEGEND AND SCHEDULES	12/3/2013	GMP Set
P12.0	PLUMBING FLOOR PLAN	12/3/2013	GMP Set
P12.1	PLUMBING ROOF PLAN	12/3/2013	GMP Set
P30.0	PLUMBING TOILET PART PLANS	12/3/2013	GMP Set
P40.0	PLUMBING DETAILS	12/3/2013	GMP Set
P50.0	PLUMBING RISER DIAGRAMS	12/3/2013	GMP Set
FP12.0	FIRE PROTECTION FLOOR PLAN	12/3/2013	GMP Set
M0.1	GENERAL NOTES	12/3/2013	GMP Set
M1.0	FIRST FLOOR PLAN HVAC	12/3/2013	GMP Set
M1.1	MEZZANINE FLOOR PLAN HVAC	12/3/2013	GMP Set
M3.0	HVAC SECTIONS	12/3/2013	GMP Set
M3.1	HVAC SECTIONS	12/3/2013	GMP Set
M3.2	HVAC SECTIONS	12/3/2013	GMP Set
M4.1	HVAC DETAILS	12/3/2013	GMP Set
M4.2	HVAC DETAILS	12/3/2013	GMP Set
M4.3	HVAC DETAILS	12/3/2013	GMP Set
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M5.1	MECHANICAL SCHEDULES	12/3/2013	GMP Set
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E20.4	ELECTRICAL LIGHTING AND POWER PLAN-MEZZANINE LEVEL	12/3/2013	GMP Set
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E50.1	ELECTRICAL LIGHT FIXTURES & MECH EQUIPMENT SCHEDULE	12/3/2013	GMP Set
E50.2	ELECTRICAL DETAILS	12/3/2013	GMP Set
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T10.4	ACCESS CONTROL AND CCTV	12/3/2013	GMP Set
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T20.3	TECHNOLOGY RISERS	12/3/2013	GMP Set
T30.1	TECHNOLOGY DETAILS	12/3/2013	GMP Set

Document	Title	Date	Description
T30.2	TECHNOLOGY DETAILS	12/3/2013	GMP Set
T30.3	TECHNOLOGY DETAILS	12/3/2013	GMP Set
T30.4	TECHNOLOGY DETAILS	12/3/2013	GMP Set
T30.5	TECHNOLOGY DETAILS	12/3/2013	GMP Set
T30.6	TECHNOLOGY DETAILS	12/3/2013	GMP Set

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The Project Conditions that follow outline most of the Turner’s general minimum expectations of all the Subcontractors on the Project – Package specific requirements will govern in case of conflict. Changes to these Project Conditions from the previous issue will be highlighted with red text. Note that the last articles of these Project Conditions are project specific requirements.

(This Index is hyperlinked to the body of the conditions – cntl click on the name to go there)

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**01 General Notes**

- 1) These project conditions & any supplemental conditions are a part of the Contractual Agreement and shall govern the execution of the work.
- 2) References to building, site, project, etc. refer to the entire site and all buildings on the site unless specifically noted otherwise.
- 3) This document is meant to convey common project information applicable to all subcontractors and suppliers.
- 4) The requirements established by the Client shall govern the quantity, quality, and schedule of the project. In the event of a conflict between any of the Contract Documents; precedence will be determined by the requirements of the Contract Documents in the order listed below:
  - a) Subcontract or Purchase Contract Agreement
  - b) Additional Provisions (Scope of Work)
  - c) Project Conditions
  - d) Other bid attachments / Instructions
  - e) Owner-Turner Contract
  - f) Specifications
  - g) Drawings
  - h) National Codes and Industry Standards not referenced in the Contract Documents listed above. In case of ambiguity in quantity or quality, the greater quantity or better quality will govern.
- 5) Lower tier subcontractors must be approved by Turner prior to being allowed to work on this project. If the Subcontractor wishes to add or change a lower tier Subcontractor, the Subcontractor shall notify Turner in writing of the changes and provide Experienced Modification Rate (EMR) and any other required documentation for Turner's approval. Turner has right to disapprove any of these lower tier Subcontractors at its sole discretion.
- 6) The Subcontractor and all its lower tier Subcontractors shall comply with all statutory requirements concerning registration with the Secretary of the State Work is performed and shall provide to Turner its registration Control Number.
- 7) All tiers of Subcontractors and Suppliers must secure and maintain any and all Business License(s) required to complete their Work in all jurisdictions with authority i.e. State, County, and Local governments. Any costs incurred by Turner or the Owner as a result of Subcontractor or Supplier's failure to be licensed with all authorities, shall be the responsibility of the Subcontractor or Supplier.
- 8) All communications with the Owner or his representative shall be through Turner, including items noted in the specifications to be directed to these parties.
- 9) No photography will be allowed on site without the express consent of Turner and the Owner.  
Without exception, no publicity releases (newspaper, radio, TV, advertisements, or any other means) will be issued without prior approval of Turner's Project Executive.

**02 Safety**

Safety will be of the highest priority on the project. This subcontractor is responsible for complying with Turner safety policy. See attachment attachment 5 – Safety Program of Additional Provisions – Contract Documents.

FC Background has been selected to administer testing and badging requirements for all Turner Jobsites. Subcontractor shall include all costs associated with participation in the Turner Drug Testing Program for all on-site personnel. The cost for each test and badge and re-test/replacement badges will be per the Service Agreement and are between this Subcontractor and FC Background (this includes random drug and alcohol testing). Each

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individual that will be working on-site is required to successfully pass the drug test before beginning work.

Upon receipt of this Agreement, this Subcontractor shall immediately contact FC Background to start the coordination of drug screening prior to mobilizing on the jobsite.

Costs are \$47.50 for each drug screen and ID badge and \$10.00 for each replacement badge.

**02.A OSHA 30 Hour Training**

Subcontractor and all lower tier Subcontractors will comply with the requirements of Turner's OSHA 30-hour Training Policy.

**02.B Tobacco Use**

Tobacco use of any kind is not permitted inside the confines of the building and will be limited to designated areas on the site. Maintaining cleanliness and order in the designated areas are the responsibility of those using the areas and a prerequisite for the areas to continue to be provided.

It is up to each Subcontractor to advise all employees, Sub-Subcontractors, Vendors, or any persons under their control of this tobacco use policy.

**02.C Fit for Duty**

Refer to item [23.A – Project Specific Conditions – Fit for Duty](#), if “fit for duty” will be implemented for this Project.

**02.D Temporary Protection**

Include all labor, materials, equipment and services necessary for and incidental to the execution and completion of barriers, whether or not indicated on the Drawings or mentioned herein. The Subcontractor who creates a hazard will be responsible for providing and maintaining barricades and other protective means and actions and as noted below.

Comply with all requirements of OSHA, state, municipal rules, regulations, ordinances and laws to protect all personnel and public from endangerment, damage or injury.

Subcontractor will be responsible for providing all temporary protection, including warning signs, for his work in accordance with the governing laws and codes, including OSHA.

Subcontractor will provide and maintain all temporary fences, railings, and other safeguards needed for his own work. Danger signs, lighting, or like means, will also be installed as required around all openings, excavations and elsewhere as necessary. Turner must approve the location and extent of any fence or restrictive elements.

**02.E Safety Rails / Guardrails**

Subcontractor shall provide and maintain guard rails, hand rails or covers at all floor openings, at edges or areas subject to change in elevation, or subject to overhead danger created as a result of their work in accordance with OSHA regulations.

Movement of Barriers: If movement of barriers is required to facilitate the work, subcontractor must first provide notice to Turner. Barriers are to be moved, replaced or modified by the Subcontractor. Utilize all necessary safety devices and replace barriers immediately if installed work does not provide adequate protection.

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Any barriers, guard rails, covers not replaced by any responsible Subcontractors will be replaced by Turner at that Subcontractor's expense. No notice will be given prior to Turner replacing these barriers, guard rails, covers as this is an immediate safety issue. A deductive change order will be issued immediately.

The Subcontractor will provide and maintain means of safe footways and access to and around their work. Access includes gates, stairs, ladders, ramps, walkways, bridges, roads, or such. Each Subcontractor, for his work, will provide and maintain devices of adequate warning and visibility for safe passage around or near the work. If access is to be blocked, Subcontractor is to provide notice seven (7) calendar days in advance to Turner's Superintendent.

**02.F Temporary Fire Protection**

Refer to See attachment 5 – Safety Program of Additional Provisions – Contract Documents

Turner will furnish, install and maintain general fire extinguishers, signs and other items for a temporary fire protection program in accordance with OSHA and Turner's requirements. These fire extinguishers provided by Turner are for emergency area fire prevention and are not to be taken away from their designated areas for use by Subcontractor on task specific fire protection activities.

All Subcontractors shall store flammable liquids in approved locations and in appropriate lockers. Fire extinguishers shall be supplied, installed and maintained by this Subcontractor adjacent to the lockers. Incompatible materials are not to be co-mingled.

Fuel and tanks shall not be stored on site unless specifically approved for a particular situation and never in the building or near an entrance.

**03 Insurance**

**03.A Subcontractor Provided Insurance**

Insurance Requirements for General Liability, Workers Compensation, and Auto are outlined in Insurance Requirements list of the Subcontract.

All insurance policies must be written with a carrier with an AM Best rating of A-VII or higher.

**03.B Builder's Risk Insurance**

A Builder's Risk insurance policy is being provided by the Owner or Turner for this project. Should the Subcontractor's actions cause a claim against said policy, Subcontractor acknowledges and agrees that it shall bear its portion of the deductibles for any claim against the Builder's Risk Policy. The Waiver of Subrogation for insurance does not apply to the policy deductible.

**03.C Professional Liability Insurance**

Subcontractors who are providing design services will be required to procure and maintain or cause their subcontract Architect(s)/Engineer(s) to procure and maintain professional liability insurance (E&O) for protection from claims arising out of the performance of any design or engineering services performed or furnished in connection with the Subcontract Work caused by any negligent act, error or omission

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for work which Subcontractor and/or the Subcontract Architect(s)/Engineer(s) may become legally liable. Such professional liability insurance shall provide for \$5,000,000 coverage unless a lower level is specifically agreed to prior to bidding. The insurance will meet the following criteria:

- a. A minimum six (6) year Extended Reporting Period at the end of the policy term as part of such coverage and which provides for the indemnification and defense of Turner and the Owner from claims and claim expenses arising out of any such negligent act, error or omission.
- b. Policy Term – Effective Date of policy to the date of Substantial Completion of the Project.
- c. Written notice shall be provided to Turner sixty (60) days prior to cancellation of such insurance or any material change with respect thereto.
- d. Such professional liability insurance shall be in a form acceptable to Turner and shall be issued prior to the commencement of the Work.

**03.D OCIP or CCIP Projects – N/A**

See [23.B – Project Specific Conditions – Insurance Requirements on the Project](#) to determine if the project is under an OCIP or CCIP.

**04 Personnel**

**04.A Staffing**

The superintendent and key members of the Subcontractor's staff are subject to the approval of Turner and the Owner. Changes in such personnel are subject to Turner prior approval and in general shall not be changed unless they prove to be unsatisfactory to the Subcontractor by whom they are employed and cease to be employed by such Subcontractor in a similar capacity elsewhere.

During all phases of his work, the Subcontractor will maintain on the job site an experienced and competent superintendent. It is the Subcontractor's responsibility to ensure that his superintendent has an adequate and up-to-date set of plans and any other information required to perform the work. This person will represent the Subcontractor in all matters, including scheduling and direction of the construction work force (such as overtime or extra work). This superintendent must be available cell phone during all working hours. Emergency numbers must be supplied for all key contacts for after hours.

Identification of jobsite supervisor(s), competent persons, competent operators for each type of equipment, and qualified CPR/First Aid persons shall be made in writing to Turners Project Superintendent prior to any Work commencing on site.

**04.B Market Labor Conditions**

Subcontractor shall be familiar with local labor availability and practice based upon the current market conditions. These conditions are to be reflected in the scheduled time for the work and cost of the Subcontractor's work, and included in the contract amount.

**04.C Labor**

Subcontractor's workforce shall consist of experienced and qualified workmen that are properly documented as to their right to work in the United States. Adequate supervision with appropriate language skills must be provided to ensure that the work is conducted properly and safely to the standard of quality expected. The project will

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**Project Conditions - Applicable to All Subcontractors and Suppliers**

be done under Merit Shop conditions. Labor harmony is essential so Turner reserves the right to terminate any subcontractor that allows any kind of Labor Dispute to interfere with progress of the project.

Under no circumstances shall Subcontractor's lower tier sub(s) that provide a "labor only" (ie – temporary staffing for semi-skilled labor or less) service be enrolled in Turner's CCIP.

**04. D Work Performed Under Separate Contract with Owner or Other Subcontractors**

Should this Subcontractor perform any work directly for the Owner or another Subcontractor on site, he will utilize a separate identifiable workforce including supervision so as not to impede job progress. All such work is to be coordinated with Turner's Superintendent.

**04.E Opportunities for Minority and Women Owned Business Enterprises (M/WBE)**

Turner Construction Company is committed to ensuring that its construction projects provide opportunities for Minority and Women Owned Businesses Enterprises (M/WBE). Subcontractor is expected to make every effort to ensure that a broad base of participation is achieved on this project.

- a. Subcontractor is required to: Provide opportunities to M/WBE by actively soliciting bid for portions of the Subcontractor's bid package
- b. Subcontractor shall make a good faith effort to obtain a minimum diversity of 0% of its total contract amount.
- c. For assistance in identifying MBE or WBE subcontractors and suppliers may contact Turner's Community Affairs Director.
- d. As a minimum, Subcontractor shall contact local and state government for lists of sub-subcontractors and suppliers who are MBE or WBE certified.

**05 Permits**

The Client or Turner will provide the General Building Permit; however, this Subcontractor will be responsible for providing and paying for any other permits and fees necessary for the completion of the Work unless noted otherwise. Coordination of inspections with local agencies and Client's inspectors are the responsibility of this Subcontractor. Subcontractor will forward copies of all permits and inspection reports to Turner's Project Superintendent. Turner will designate one location for posting of all permits.

**06 Liquidated Damages**

If the Subcontractor or Supplier causes a delay that results in the failure to achieve Substantial Completion and/or Final Completion of the project, Subcontractor or Supplier shall be liable for all damages incurred including but not limited to payment of their pro rata share of liquidated damages assessed by the Owner.

**07 Changes to Schedule and Scope**

All change proposals will be in a format acceptable to Turner and the Owner and will conform to the following minimum guidelines:

- Refer all correspondence pertaining to the change to the "PCO" (Potential Change Order) number assigned in Turner's Letters of Transmittal.

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- Identify the items of work involved, referencing the appropriate drawings and detail numbers.
- Provide a detailed cost estimate identifying components, quantities and unit pricing for labor, material, equipment and mark ups.
- Refer to Percentage Markup and Procedures applicable to Work Agreement.

Any request for extension of time required shall be presented with Subcontractor's quotation. Appropriate explanations and schedules verifying this request shall be included.

Work on any change affecting the contract price is not to proceed until receipt of the Subcontract Change Order or a written directive from Turner. Turner's letter of transmittal of the change document will constitute written direction to proceed with a change only when it is specifically noted as such.

The Turner Project Superintendent may direct additional work to be performed on a Time & Material basis via a written Superintendent's Instruction to Subcontractor (SIS). In order to be paid for such work timely and fully, Subcontractor must submit T & M tickets DAILY for Turner's Superintendent's review. The Turner Superintendent will NOT sign and Turner will NOT be liable for T & M tickets that cannot be verified if not presented for signature beyond 24 hours. These tickets must contain:

- SIS Number on all tickets
- Clear and specific identification of work;
- Personnel names, trades, class and hours worked;
- Material quantities utilized;
- One copy of the SIS Form describing the work with the first ticket;
- The final ticket shall note that the work associated with the SIS is complete.

Separate invoices for each SIS should be submitted promptly after completion of the work. Upon verification and approval of the invoice, a Subcontract Change Order will be issued covering the work. Only work included in a Subcontractor Change Order may be billed. Separate checks will not be issued for individual T & M work.

When requested to perform overtime to complete contracted scope, the mark-up for overhead and profit of work performed on an overtime basis shall be limited to the base portion of the labor cost, i.e., no mark-up for overhead and profit will be allowed on the premium portions of labor costs that may apply.

The Subcontractor shall also be responsible for costs associated with any stand-by personnel (elevator operator, standby electrician, etc. or equipment operators) which are required to be present during other than normal working hours, as well as additional temporary light, heat, winter weather protection and any and all other such services resulting from the work of said overtime.

**08 BIM Provisions**

~~This project will utilize 3D modeling for quantifying, clash detection and resolution of conflicts. Refer to project specific BIM Execution plan for guidelines and procedures required for this process.~~

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**09 Lean Construction Provisions**

Turner has an expectation that all subcontractors will focus on the improvement of the construction process through the use of Lean principles. Turner and all Subcontractors and Suppliers shall participate in planning, control processes and strategies to achieve the goal of greatest productivity for the project.

The project will stress 5"S" plan which is having a clean, neat, organized and safe workplace. It reduces wasted time searching for items. Below are principles of the 5"S" plan:

**Sort**

- Get rid of unneeded materials
- Reduce surplus material
- Only stage material to be used per batch

**Straighten**

- Identifying the location where items will be used and placing those items close
- Organize and communicate the location for items that are needed in the area
- Designate your staging area per batch

**Shine/Sweep**

- Clean the jobsite
- Tools and equipment clean and prepped for use
- Remove dunnage and crating promptly

**Standardize**

- Develop cleaning schedules and cleanliness standards to maintain the first 3S's
- Maximize prefab prior to placement in batch area

**Sustain/Self-Discipline**

- Review the workplace regularly. Make it a habit.
- Expect to continually evolve and improve the systems
- Verify your plan, is prefab working, is prefab complete, can there be more
- Assembly in batch area only

"Nothing Hits the Floor" - To the largest extent possible, Subcontractor shall insure that new materials coming in will be on carts or conveyances and debris or excess materials shall be placed in carts or conveyances to be moved out of the building efficiently. Nothing should be just stacked on or dropped on the floor.

Unless a Project is specifically exempted, as a Lean Construction Practice, 3D-Modeling will be used as a coordination/collaboration tool to eliminate clashes between systems prior to fabrication and to promote off-site prefabrications.. Refer to project specific BIM Execution plan for guidelines.

**10 LEED Provisions**

Turner by policy is committed to sustainable practices and constructions and requires as standard practice, all subcontractors to undertake any sustainable building practices available. These include recycling, minimize materials going to landfills, conserve energy, regional materials, low VOC products, and any other means as referenced by the USGBC.

See [23.C – Project Specific Conditions – LEED Goal of the Project](#) for certification level of the project. This Subcontractor will be responsible for participation of all designated credits being pursued. Please refer to Turner LEED manual and project scorecard.

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**11 Construction Reports**

All Subcontractors are required to submit a Daily Construction Report (DCR) per shift by 10:00 AM of the following working day. Subcontractor must use Turner's electronic DCR forms.

**12 Coordination**

**12.A Pre-Installation**

Subcontractor's Superintendent will make a site tour and attend the pre-installation meeting before commencing any work, in order to become familiar with the site and existing conditions.

**12.B Weekly Coordination Meetings**

Subcontractor's Superintendent will attend the weekly on site coordination meetings beginning a minimum of two (2) weeks prior to the anticipated start of the Subcontractor's on site work and then weekly throughout the phase of Subcontractors work. Subcontractor's representative at these meetings shall have the authority to speak and make commitments on behalf of Subcontractor.

**12.C RFIs**

Subcontractors are required to submit RFIs in an electronically editable format. Template will be provided by Turner.

**12.D Submittals**

Upon award of contract, forward a complete submittal schedule and list of products for all items requiring the Architect's action as follows:

- Shop Drawings, Item and/or Name of Manufacturer
- Specification Reference
- Intended Submission/Re-submission Date(s)
- Order Release Date
- Lead Time to Delivery/Anticipated Delivery Date
- Coordination with other submittals / other trade submittals
- Quantities and Locations, P.O. Numbers or other pertinent data

Submittal schedule and list is due to Turner within 2 weeks of award. These Schedules are to be presented in a form that is readily reproducible and they are to be updated and sent to Turner's Project Engineer on a monthly basis.

All submittals shall be in electronic format wherever possible. If not possible, submit the quantities of hard copies as required by the specifications. *The Owner has indicated that it will accept electronic format for all submittals in addition to one (1) hardcopy for review.*

Re-submittal will have the same number of copies as the initial submittal and follow the same procedures.

Shop drawings to be submitted to the city for review ( such as curtain wall/steel stairs/ reinforcing) as listed on the Building permit set, shall be submitted by this Subcontractor to the City directly. Approved drawings are to be delivered to Turner's jobsite office.

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The Architect/Engineer or Turner review does not relieve the Subcontractor from providing the specified requirements or products. A specific written request for approval is required for any variations to the Specified requirements.

Operation and Maintenance (O&M) Manual information will be submitted electronically, and shall be submitted no later than four (4) weeks prior to equipment installation.

**13 Schedule and Sequence of Work**

**13.A Project Schedule**

After the date of the Notice to Proceed from the Owner, Turner will provide the subcontractor with the current detailed Master Schedule for the project to reflect the actual start date, current job conditions, and Subcontractor bidding progress.

The subcontractor will be required to participate in the refinement of this current Master Schedule by commenting on the current schedule and adding activities with appropriate durations and logic sequences, all of which must fit into the Milestones for the project. When the Owner, Turner and the subcontractors currently under contract complete the review of the Master Schedule, this will become the Project Baseline Schedule. All scheduling on the project shall be done in the format required by the Client and shall reflect the WBS system established for the project.

It should be anticipated that there will be disruptions in the sequence of the Work. The overall coordination of all work on site will be managed on a weekly basis at the Superintendent coordination meetings. This meeting is mandatory for all trades on site. Shift work and non-leveled crew sizes will be required to meet the schedule and logistic demands of the project. The schedule is subject to change and will be updated periodically based on project conditions and actual work performance. Turner reserves the right to update the project schedule for the betterment of the project as a whole, not for the advantage of the parts.

This Subcontractor, within **one (1)**, weeks after "Notice of Award" from Turner, is to prepare and submit for approval, a detailed submittal procurement, fabrication, delivery, and installation schedule of the Work for fine-tuning the "Project Baseline Schedule." It will be the responsibility of this Subcontractor to provide all resources and material required to adhere to the "Project Baseline Schedule" in order to prevent delays to the Project due to shortages or late deliveries.

**13.B Progress Schedules**

Turner will meet with the Subcontractor to expand the detail of the Progress Schedule to further define the items of Work that must precede, follow, and that can be accomplished concurrently with other Subcontractors, or within their own work sequences.

Schedules will have the following content:

- Breakdown of Horizontal Bars: Subdivide each significant activity, Specification Section, or Work area into sufficient number of individual parts so as to present a realistic breakdown of the Work for scheduling and monitoring.
- Submittal Dates: Shop Drawings, Product Data and Samples (refer to Submittal Requirements); the dates that final reviewed copies will be required. Allow time for re-submission of Shop Drawings, which may be disapproved.

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- Fabrication durations for all materials and equipment.
- Decision Dates: Provide dates that decisions and approvals are required to allow material deliveries to meet schedule.
- Owner supplied, Subcontractor-installed items dates: Identify dates when Owner-supplied items are required on job (ROJ).
- Construction Dates: Beginning and completion of each element.

Submit a 3-week look-ahead schedule on a weekly basis. Include safety information and Jobsite Hazard Analyses for the work that is to be performed during that period. Also indicate any tests and inspections required.

Subcontractor shall meet with the Turner Superintendent on a weekly basis to review the schedule for their scope of work.

Among other requirements is performing of normal "Out of Sequence" work beneficial to the overall project. "Out of Sequence" work will include phasing of the construction cycle to accommodate the installation of the work of all Subcontractors in a logical and orderly fashion, including, but not limited to, all necessary temporary block-outs, connections, framing supports as required for work by others.

**13.C Progress Reporting Changes**

Subcontractor shall update and distribute the Construction Schedule no less than once a month reflecting actual progress and revisions as deemed necessary by Subcontractor resulting from, but not limited to, changes to Subcontractor's approach to execution of the Work, Changes to the Work and delays whether excused (recovery plan for unexcused delays) or not, and changes to the Substantial Completion Date, if any, resulting from Changes in the Work, and Delays for any cause beyond Subcontractor's control as indicated herein. Schedule to be delivered with Subcontractors pay request.

At each weekly Subcontractors coordination meeting each Subcontractor must be prepared to discuss the details of their scope of work and supply updated information that will assist Turner to accurately reflect the status of the entire project. Any Subcontractor that is not completing work as required (durations not being met) may be required to attend a weekly scheduling meeting and will be required to produce a recovery schedule for the work being delayed.

**13.D Schedule Recovery Plan**

Subcontractor shall provide updated productivity analysis weekly. Analysis of anything holding up work: work force available, material, strike, production, product failure, or such. If behind schedule, Subcontractor shall provide a schedule recovery plan.

**14 Site Logistics and Controls**

**14.A Working Hours**

Site hours shall be established as appropriate for the project. Once established, exceptions must be approved in advance by Turner's Superintendent. Unplanned work outside of the standard working hours may be subject to charges by Turner for general conditions and requirements.

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**14.B Parking**

See [23.D – Project Specific Conditions – Parking Conditions for the Project](#) to determine parking requirements for the Project.

**14.C Security**

Subcontractors shall be solely responsible to protect and secure tools, equipment and material. Subcontractors shall be solely responsible for any loss, damage, or insurance costs for their property, operations or Work (other than Builders Risk).

**14.D Adjacent Occupancy**

In situations where occupied buildings or areas are adjacent to the jobsite, the Subcontractor at all times will conduct their Work so it does not disrupt or impede the building or area operations.

Any work that will disrupt operations must be scheduled in advance to coordinate with the building owners.

**14.E Noise Control**

Subcontractor will notify and coordinate with Turner before performing procedures that are likely to create excessive noise or vibration transmitted to any adjacent structures or property. Avoid use of tools and equipment which produce harmful noise. Comply with Turner's restrictions and scheduling requirements for such procedures. Also, refer to any permit requirements and specific trade provisions for explicit instructions related to the use of noise and vibration causing tools and procedures.

**14.F Contamination Control**

~~Maintain controls so that dust or airborne debris does not contaminate adjacent property, public streets and sidewalks. Subcontractor will be required to provide clean-up if dust and debris is not contained.~~

~~The extent and character of controls will be commensurate with the type and class of work. Turner shall establish protocols and provide for the control equipment for clean rooms and hospitals as appropriate for infection control and micro-patricidal control. Subcontractor must insure that all their workers and the workers of sub-subcontractors abide by the control protocols established for the project, and shall be responsible for all costs associated with cleaning up contamination caused by failure to abide by the protocols.~~

**14.G Prevention**

~~Subcontractor shall avoid the introduction of hazardous materials into the soils of the site, onto the public way or into the drainage systems of the site or public. The introduction of hazardous materials will require complete remediation at the expense of the Subcontractor. Any repair and/or cleaning of sewers, drainage ways, detention basins, sidewalks, or streets necessitated as a result of Subcontractor's operations, shall be the responsibility of the Subcontractor. Subcontractor is responsible for having appropriate spill prevention and containment measures onsite.~~

~~Site sustainability and prevention of environmental impacts is expected and required. Spill prevention is the primary key to protection. To prevent equipment~~

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~~spills, equipment will be inspected daily to ensure it is in good operating condition. Also equipment refueling areas will be constructed to ensure safe refueling. Bulk fuel storage will not be allowed on site. Subcontractors operating significant equipment will participate in an Environmental Response Team to respond quickly to any accidental spills. This team will be properly trained and equipped on-site with spill response kits and will hold regular drills to ensure quick and effective response.~~

~~Subcontractors will be required to protect existing and/or new finishes, grounds, equipment, and utility lines from damage that results from their work or deliveries. If any item is damaged, it shall be reported immediately to Turner and properly repaired by the appropriate subcontractor at the expense of the responsible party.~~

~~Failure of any Subcontractor to comply with the above provisions may result in Turner directing any work necessary to be performed by others at the subject Subcontractor's expense.~~

~~Protect metal accessories in a manner to prevent rusting. Do not install rusted metal accessories in the Work. At time of placement, metals will be free from loose rust, mud, ice, frost, or elements that will destroy or reduce the bond.~~

~~Subcontractor shall be responsible for the investigation of existing concealed systems and the protection of same. It is the responsibility of the subcontractor to report to Turner any condition that may lead to damage of concealed systems and to devise a plan of action that will allow the work to proceed without damage.~~

**14. H Erosion Control**

~~Subcontractor acknowledges that erosion control was furnished and installed by others, unless notified under Additional Provisions — Specific Scope of Work. It is further understood that if the operations of this Work damages or degrades the erosion control devices, this Subcontractor shall repair such measures to acceptable conditions.~~

~~This subcontractor shall comply with the education and training certification requirements in accordance with the Georgia Erosion & Sedimentation Act. Specifically Code Section 12-7-19(a)(1).~~

~~Those Subcontractors involved in earth moving/disturbing activities (excavation, grading, landscaping, paving, on-site batch plant) or those responsible for installing or maintaining BMP's will be required to take the online Turner Stormwater Subcontractor Short Course Intro into Erosion and Sediment Control prior to attending the preconstruction meeting. The person or persons taking this online course must have a regular presence on the project.~~

**14.I. Truck Wash**

~~Keep pavement and walks adjacent and leading to site clean and free of mud, dirt and debris at all times. Clean tires of vehicles leaving site so as not to contaminate public street approaches with mud or debris. If a truck wash has not been established by an earlier subcontractor, the Subcontractor shall~~

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~~establish whatever system is needed. Subcontractor shall maintain the truck wash with respect to its impact on the wash.~~

**14.J. Air Quality**

Turner recommends the use of electrical rather than CO producing construction equipment within the building limits. Use of other than electrical equipment must be approved by Turner in advance of use.

~~Trucks and equipment must be positioned to prevent affecting the air intake/air quality of adjacent buildings. Use of biodiesel equipment is preferred.~~

~~Ventilation for the use of CO and CO<sub>2</sub> producing equipment in an enclosed space shall be the sole responsibility of the Subcontractor.~~

**14.K Temporary Fencing**

~~Turner may provide temporary fencing and/or access control gates around the site. Subcontractors will be responsible for temporary removals of fence to allow access to their work. Unless specifically authorized by Turner the fence will be restored daily by the responsible Subcontractor at the close of work. If a fence is installed, at no time will sections of the fence be removed and left unattended. Any temporary fencing removals are to be approved by Turner's Superintendent forty eight (48) hours in advance. Turner will replace any fence removed but not replaced at the end of shift at the Subcontractor's expense. Notice will not be given prior to Turner performing this work - deductive back charge will be issued immediately.~~

**14.L Temporary Office, Storage Trailers, Job Shacks**

Each Subcontractor will be responsible for providing and maintaining their own temporary office and other such facilities as may be required to accommodate their work force and for the storage, protection and safekeeping of their materials and supplies.

Subcontractor shall be responsible for all services and clerical equipment required by their personnel. Usage of Turner telephones will be allowed only in an emergency. Printing and copying of any documents will be the responsibility of the subcontractor.

~~Space for temporary offices will be limited on-site and will be allowed on an "as available" basis. Locations will be coordinated in advance with Turner's Superintendent. Onsite temporary offices and storage trailers may need to be relocated as the work progresses. This relocation of temporary facilities will be Subcontractor's responsibility.~~

~~If Subcontractor chooses to have a temporary office onsite, that subcontractor will be responsible for providing all temporary utilities connections at the trailer location. If available in the trailer compound, water and sewer services will be made available to the subcontractor - extension of the service and hook up shall be the responsibility of the Subcontractor.~~

~~Subcontractor will discontinue use and remove temporary facilities as directed by Turner.~~

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**14.M On Site Communications**

Subcontractor shall provide cellular phone to all job-site supervision and safety personnel.

**14.N Signage**

~~Company signs will be allowed on job trailers, vehicles, and equipment. Other Subcontractor signs will not be permitted on the project. Political signs will not be permitted. Company signs may not be placed on the site fence.~~

**14.O Temporary Access**

~~Entrances and access to the site will be located around the site per the Site Logistics Plan. Entrances and access roads may be relocated and/or closed as required to accommodate the progress of the work. Any changes to site access and temporary roads will be planned ahead and coordinated at the weekly subcontractor coordination meeting. Any work that will disturb access must be indicated on this subcontractor's detailed schedule and notice must be given to Turner's Superintendent seven (7) calendar days in advance.~~

**14.P Material Delivery and Storage**

Where materials are to be furnished to this Subcontractor by others, it will be understood that such materials are to be delivered F.O.B. job site, and the receiving, unloading, inventorying, handling, protecting, and all other work thereafter will be by this Subcontractor.

Subcontractor understands the importance of coordinating deliveries of all materials and equipment such as to minimize double handling and creating obstacles to the work. Only material to be utilized for a particular week will be allowed on the floor and shall be staged in various areas identified as "buffer" zones. Only items that will be used during a particular day will be allowed to be staged in rooms or hallways. Materials and equipment will be stored on wheeled carts or dollies so that they can be easily moved. There may exist the need for Subcontractor, sub-subcontractors, vendors, and material men to obtain off-site warehousing and or temporary storage for the materials and equipment required for this Work. The costs associated with these supplemental storage arrangements are included in the base contract amount.

All materials on site are to be stored and protected per manufacturer's recommendations. Storage of materials, including security for such stored materials, is the responsibility and obligation of the Subcontractor to whom the materials are delivered. Subcontractor receiving the materials will furnish, install and remove all necessary storage facilities (such as sheds, lockers, waterproof coverings), required to adequately protect the materials delivered.

Coordination of all deliveries and location for storage of materials must be approved by Turner's superintendent. Due to availability or site logistics, unscheduled deliveries may be turned away, and storage may be in multiple locations or not available at all. All materials and equipment deliveries and all contract vehicle movements destined for the building site will occur via routes designated by Turner.

Subcontractors are to sequence and schedule deliveries and hoisting requirements with the Turner Superintendent.

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Trucks being staged on site require prior approval of the Turner Superintendent.

Clearly label boxes/bundles/containers with Subcontractor name and content and date delivered.

Payment for Stored Materials will be treated on a case by case basis, and will require approval prior to billing, and will be the exception rather than the rule. Payment for Materials or Equipment stored at the project site shall require, a detailed bill of materials clearly defining the materials or equipment and their value, photo evidence of the conditions of the materials or equipment, inspection reports by Subcontractor, Turner, and Client's Representative, a notarized bill of sale transferring ownership to the Client, evidence of insurance coverage (this coverage is not provided under any CCIP or Builders Risk for the Project), storage in a Bonded Warehouse, (Unless specifically written into a Subcontract, no payment shall be allowed for materials stored at the subcontractor or manufactures' warehouse or plant), Subcontractor's payment for travel cost of Owner's Representative to inspect.

**14.Q Flagging, Traffic Control, and Traffic Regulations**

The Subcontractor will be responsible for providing any necessary traffic control/flagging for the Work to assure safe and orderly flow of traffic in the area, as required by the local authorities, and Turner, including traffic and pedestrian control as required for the completion of the Work. Where required by local regulations, all Traffic Control shall be performed by a DOT trained flagman, this certificate shall be available for review. The Subcontractor shall be aware of the local and state requirements for approval of truck routes prior to start of work and the responsibility for cleaning of streets, as may be necessary in connection with the Subcontractor's work.

Subcontractor is required to comply and adhere to the traffic regulations, and all authorities having jurisdiction. These include but are not limited to, peak hour restrictions, use of traffic control signs and devices, and maintaining right-of-way.

**14.R Crane**

Subcontractor will be responsible for the hoisting of its own materials. All construction cranes, rigging, concrete lifts, and other conveyances or apparatus including, but not limited to cranes, boom trucks, man lifts -required to complete the Work and not described within this document as supplied by Turner will be furnished, installed, maintained, operated, and removed by the Subcontractor. The location of any such hoisting equipment must be approved by Turner's Superintendent.

If Turner furnished, crane operation will be limited to one shift corresponding to the working hours established for the project or as modified by the Turner Superintendent. Crane usage outside of the established shift must be arranged by the Subcontractor needing such and may be subject to use charges.

If the capacity and / or reach of this crane are not adequate for Subcontractor's work, Subcontractor must include costs for supplemental hoisting. Turner will not be responsible for providing supplemental hoisting equipment.

**14.S Man/Material Hoist**

~~If provided, Man/Material hoist will be available during regular working hours for movement of personnel and gang boxes. All material deliveries must occur after~~

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~~regular work hours. All overtime use of the man/material hoist (rental and operator) will be scheduled a minimum of one week prior and will be charged to the Subcontractor requiring at established rates. Subcontractors should not assume uninterrupted continuous usage of any hoist.~~

**14.T Waste Management**

Turner requires that as many waste materials as possible produced as a result of this project be salvaged, reused or recycled in order to minimize the impact of construction waste on landfills and to minimize the expenditure of energy and cost in fabricating new materials.

Subcontractors are required to recycle wastes listed below that are generated as a result of work performed on this project. Materials need to be source separated on the job site. If necessary, Turner will provide separate containers (if space is available) for the following materials:

- Wood
- Concrete
- Metals (ferrous and non-ferrous)
- Cardboard
- Co-mingled waste

Subcontractors contaminating dumpsters by improperly sorting debris will be charged with the cost of disposing of those dumpsters.

Burial or burning of waste materials will not be permitted.

Chemicals and hazardous materials are to be properly and legally disposed of off-site by the responsible Subcontractor and are not to be disposed of in the dumpster.

Reporting of recycling efforts is required of all Subcontractors that perform hauling of waste materials offsite. Specifically but not limited to demolition, excavation, masonry, metals, and drywall operations. Reports shall be submitted to Turner on a monthly basis and shall clearly describe tonnages of recycled materials, general wastes or land-filled materials.

**15. Temporary Services**

~~Turner does not warrant that temporary services will be operational 100% of the time, and will not accept responsibility for cost for expenses to the Subcontractor realized as a result of downtime or failure of temporary services.~~

~~Subcontractors requiring temporary construction services over and above the temporary services described herein will be required to provide the additional services at their cost.~~

**15.A Temporary Non-Potable Water**

~~Temporary water via a hose bib will be available on grade at location(s) indicated on the Site Logistics Plan. Subcontractor is responsible for distribution beyond this point. As permanent water system is installed, the type and location of temporary water source connections will change.~~

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~~Turner will provide and maintain chemical toilets on grade (and, in buildings over 4 stories, on every third floor as the slabs on each level are placed).~~

**15.B Temporary Heat**

~~Unless specifically outlined on the Site Logistics Plan, temporary heating or ventilating systems required by the Subcontractor will be furnished and maintained by the respective Subcontractors.~~

**15.C Temporary Lighting and Power**

~~Temporary lighting and power will be provided per OSHA standards. Subcontractors will be responsible for any additional lighting and power for the performance of their Work.~~

~~Subcontractors will be responsible for the power requirements of any special hoisting, staging, equipment or installations they require for the performance of their work.~~

**16. Roof Protocol for Areas with Roof Membrane in place**

**16.A Non-Cutting Work Areas**

- ~~\_\_\_\_\_ Notify Turner of areas to be working forty eight (48) hours in advance.~~
- ~~\_\_\_\_\_ Lay down visqueen (6mil) under area to be worked.~~
- ~~\_\_\_\_\_ Place 2" rigid foam on top of the 6 ml visqueen.~~
- ~~\_\_\_\_\_ Place plywood or Masonite on top of the rigid foam.~~
- ~~\_\_\_\_\_ All sharp objects are to be removed from the area daily.~~

**16.B Cutting Work Areas**

- ~~\_\_\_\_\_ Notify Turner of areas to be working.~~
- ~~\_\_\_\_\_ Lay down visqueen (6mil) under area to be worked.~~
- ~~\_\_\_\_\_ Place 2" rigid foam on top of the 6ml visqueen.~~
- ~~\_\_\_\_\_ Place plywood or Masonite on top of the rigid foam.~~
- ~~\_\_\_\_\_ Lay carpet on top of the wood to catch the shavings.~~
- ~~\_\_\_\_\_ All sharp objects and shavings are to be vacuumed up daily.~~

**16.C After Work is Complete**

- ~~\_\_\_\_\_ Carefully sweep up the area to make sure that all debris has been removed.~~
- ~~\_\_\_\_\_ Roll up visqueen, making sure that all fines are cleaned up from the plastic and carpet.~~
- ~~\_\_\_\_\_ Notify Turner that work is complete and cleaned up.~~
- ~~\_\_\_\_\_ In the case of a puncture, do not remove the object, and notify Turner immediately.~~

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**17. Blocking**

Subcontractor is required to furnish and install all blocking or backing required to support their work which is not specifically identified on the drawings.

If blocking indicated on the Contract Documents is not adequate, the Subcontractor is required to provide and install adequate blocking to support its work.

In the case of a conflict, no blocking will be removed without first notifying the Turner Superintendent.

Blocking must be non-flammable and meet all requirements of the specifications.

The Subcontractor will install the blocking in coordination with other trades. Installation of blocking will be sequenced as not to delay closure of walls.

**18. Fireproofing**

Work attached to fireproofed materials is to be installed prior to fireproofing.

Patch any fireproofing damaged or removed for the installation of the Work and schedule an inspection with Turner's Superintendent after fireproofing is repaired. Subcontractor is responsible for costs of fireproofing patching on future changes when they occur.

If fireproofing needs to be removed, it will be done using the wet method only, and shall be cleaned up immediately after removal.

**19. Cleaning**

Turner's objective is debris should never hit the floor. Subcontractor shall provide and utilize waste receptacles to receive packing materials and cutoff scrap as it is generated. Subcontractor will be responsible for removing debris from the building on a daily basis. Unless indicated otherwise in the Additional Provisions (Scope of Work), the debris is to be placed in the proper dumpster provided by Turner at grade, or hauled off-site and properly disposed. The responsible Subcontractor must remove all burnable debris from the building on the same working day that it arrives or is created, including trash resulting from coffee or lunch breaks.

During the execution of the Work, the work areas will be maintained in a neat and orderly condition. In addition to daily clean up, Turner may initiate jobsite cleanup "team" program. Participation by each Subcontractor will be to provide one (1) man-hour per every fifty (50) man-hours recorded to perform clean up. The timing for this task will be determined based on need. Participation is required from ALL Subcontractors or Turner's Right to Clean will be initiated.

Subcontractor shall be responsible for the removal of marks, stickers, temporary labels/signs, stains, dirt, paint, packaging, or temporary containers from the Work, as soon as practical after installation.

~~Once concrete slabs are poured, each contractor will maintain at least one broom, one coal shovel and one rolling tote for the first four employees. One additional broom, coal shovel and rolling tote will be brought on site for any crew size over four people and in multiples shown below thereafter. Trash and recycling containers within building are to be plastic not metal (Rubbermaid or equal). Each tote needs to be labeled with the company name and tote number. Once drywall is installed, all carts will be required to have padding on the edges.~~

Man Power	Tote	Broom	Shovel
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1-4	4	4	4
4-8	2	2	2
9-16	4	4	4
17-22	5	8	8
23-28	7	10	10

Each Subcontractor will pick up garbage and dirt and dispose of it into dumpsters at the end of each shift or the end of each task performed in an area, whichever comes first.

**19.A Rough Work Stage of Construction**

Construction rubbish may be collected in piles and will be placed in the appropriate dumpster at daily intervals to prevent dangerous build-up of debris as the hazards and rate of accumulation warrant. Dumpsters will be on grade.

**19.B Semi-Rough Work Stage of Construction**

- Provide containers to receive construction rubbish located at strategic points.
- Allow no rubbish to accumulate outside containers.
- Containers shall be emptied daily.
- All areas will be left broom clean and piles dumped into a receptacle outside the building.
- The Subcontractor will be responsible for all street and sidewalk cleaning necessitated by their work.
- Wax based sweeping compound is to be used once overhead rough in begins.
- Boot covers are to be supplied by and used by all Subcontractors once the finish flooring is installed.

Each Subcontractor shall be responsible for the final cleaning of their work just prior to turnover to the Owner. This shall include removal of marks, stains, dust, dirt, debris, paint, packaging, temporary containers, or such regardless of origin. The finished product shall be cleaned to the complete satisfaction of the Turner Superintendent before final approval is requested.

**19.C Turner's Right to Clean**

If any Subcontractor fails to remove his rubbish and debris within 24 hours of being given a written notice by Turner to the Subcontractor's field representative, Turner will, without further notice, perform removal of said rubbish and debris with the cost of removal being charged to the delinquent Subcontractor.

If Turner deems clean-up is of an emergency nature, Turner will immediately notify the Subcontractors involved and begin necessary clean-up should the subcontractor be unable to respond and back charge the failing Subcontractor's for all expenses incurred.

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**20 Quality Assurance/Quality Control**

Refer to Project Quality Assurance and Quality Control Manual when available.

Subcontractor will arrange and pay for tests and inspections as specified and not specifically indicated to be paid for by the Owner, plus the following:

Additional tests, samples, inspections or engineering services the Subcontractor determines appropriate for performance of the Work or for Subcontractor's convenience.

Tests, inspections or laboratory services necessary with respect to substitutions.

Additional tests and inspections when initial tests or inspections indicate work does not comply with Contract Documents. Turner will write a deductive Subcontractor change order for charges associated with retesting and re-inspection performed by Turner contracted entities.

Tests and inspections required or conducted by public authorities as part of permits or inspection fees.

Other tests and inspections indicated to be by Subcontractor.

Subcontractor will schedule and coordinate, Turner will arrange and the Owner will pay for tests and inspections required under appropriate specification sections, plus other tests and inspections required by the Contract Documents, unless specifically indicated to be "by Subcontractor."

Notify Turner, in writing, 7 working days in advance of all required tests and a minimum of 72 hours in advance of all required inspections, unless otherwise specified.

The Subcontractor is to cooperate and facilitate testing laboratory personnel, and provide access to Work and manufacturer's facilities.

Provide the testing laboratory with preliminary materials requiring control by testing laboratory. Furnish incidental labor and facilities to provide access to Work being tested, to obtain and handle samples at the Project Site or at the source of the product being tested, and for storage and curing of test samples.

Notify and coordinate required City/State inspections in accordance with the schedule. Fill out City Inspection Form and give to the Turner Superintendent.

Turner will monitor the quality of Work as it progresses and will report to each Subcontractor all non-conforming conditions that have been observed. All non-conforming conditions will be promptly corrected at the Subcontractor's expense.

The acceptable level of quality will be determined by the Architect, Turner, and the Independent Testing Laboratory or by sample construction.

Failure by Turner to discover non-conforming Work is not an admission or approval by Turner of the sufficiency or acceptability of Work and in no way releases the Subcontractor of responsibility to perform work in accordance with the Contract Documents.

Work that is rejected because of poor quality will be corrected or replaced by the Subcontractor at no additional cost to the Owner or Turner. Failure to correct within a time period as coordinated with the Turner Superintendent so as not to impact the schedule may result in an adjustment to the Subcontractor's monthly pay application and/or the

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**Project Conditions - Applicable to All Subcontractors and Suppliers**

work will be completed by others and a deductive change order will be issued to the responsible Subcontractor.

Subcontractor has recognized and included necessary provisions for the installation of this Work that are within the acceptable ASTM/Industry tolerances of sub-surface conditions installed by others.

**20.A Manufacturer's Instructions**

When Contract Documents require installation to comply with manufacturer's recommendations, obtain copies of instructions and distribute to parties involved.

Maintain one (1) set of complete instructions at the Project Site during installation and until completion.

Handle, install, connect, clean, condition and adjust products in compliance with manufacturer's recommendations as to comply with specified requirements.

Should Project conditions or specified requirements conflict with manufacturer's recommendations, contact Turner for consultation with the Designer for clarification.

Do not proceed with Work without clear directions.

Do not omit preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.

**21 Surveys and Layout**

~~Turner as outlined below will supply basic line and grade controls. Each Subcontractor will be responsible for working from these controls to layout their work as required.~~

**21.A Buildings**

- ~~▪ One (1) elevation point per floor.~~
- ~~▪ One offset Column Line in each Direction on each floor.~~
- ~~▪ Lines on drywall will be snapped in yellow or white chalk only.~~

**21.B Sitework**

- ~~• Two (2) floor elevation bench marks on the site.~~
- ~~• Four (4) control points with northings and eastings on the site.~~
- ~~• Subcontractors will be responsible to provide Turner with electronic copies of points placed on a biweekly basis.~~

~~Subcontractor is to provide all line and grades for their work from the controls described above. If a Subcontractor requests additional survey work, Turner will coordinate with the survey entity and disperse any cost which may be due as a result of the additional services.~~

**22 Close out**

This Subcontractor shall provide personnel, labor, materials, documentation, and participate in the testing and/or inspections required for "Temporary Certificates of Occupancy" (TCO) and the "Certificate of Occupancy" (CO) and to comply with the requirements of the Plans and Specifications and the authorities having jurisdiction.

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Project Conditions - Applicable to All Subcontractors and Suppliers

Subcontractor will be required to be present at all times during these tests, walk-thru, and inspections. Testing may be performed "off-hours", nights, and weekends if required by the Owner, Engineer, and/or by the authorities having jurisdiction

**22.A Owner Training**

All required Owner training shall be presented to the satisfaction of the Owner. Equipment and systems training will be documented and videotaped (2 copies) by the responsible subcontractor. Unless directed otherwise, training will be performed following substantial completion, and again six months after the facility is generally occupied. The second training may be by playing the videotape, but must be accompanied by a person that can answer questions and conduct a site tour if needed.

**22.B Operation and Maintenance Manuals**

Information that will go in O&M Manual must be collected and organized as soon as the information is available. Turner will collect the information from the subcontractors and organize the combined O&M manuals that will be issued to the Client. Complete O&M information should be presented to Turner prior to delivery of equipment. Final invoicing or any invoicing requesting a reduction in retainage will not be processed until final documents have been received and verified. Unless specifically exempted, O&M Manual information must be provided in an acceptable electronic format.

**22.C Record Documents**

~~As the work progresses, Subcontractor shall update any 3-D models for which they have responsibility, or shall mark one set of drawings, specifications, and submittals to show any changes or deviations made in the actual construction of the Project. Include changes in locations, sizes and kinds of material.~~ This "as-built" set will be available at the construction site at all times for inspection by the Owner or Turner. This document will be maintained constantly to reflect information and must not exceed 2 weeks at any time. These "as-built" drawings will be reviewed monthly at pay application time. Current record drawings are required for approval of monthly progress payments. These documents must be turned over to Turner before any reduction in retainage and/or final payment to the Subcontractor will be processed.

**22.D Warranty**

Official warranties shall start on the day the Client accepts the Entire Project, which unless indicated otherwise shall be considered as the Date of Substantial Completion. Each subcontractor's warranty must extend to the full term as required by the contract documents which will typically mean a period of time in excess of normal warranties from the manufacturers. Unless indicated otherwise, permanent equipment will be used for HVAC, lighting and hoisting as soon as they are available, and subcontractor's warranties must be extended to fully cover that use in addition to the official warranty period. Warranties extending more than twelve (12) months after Substantial completion shall be written directly to the Owner but transmitted through Turner. All warranties shall be transferable upon the sale of this property.

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Project Conditions - Applicable to All Subcontractors and Suppliers

**23 Project Specific Conditions**

**23.A – Fit for Duty**

- Fit for Duty will be implemented on this project. See attachment attachment 5 – Safety Program of Additional Provisions – Contract Documents for specifics.
- Fit for Duty will **NOT** be implemented on this project.

**23.B - Insurance Requirements on the Project**

- Insurance Coverages shall be provided by insurance companies selected by this Subcontractor. Refer to Insurance Requirements list and Additional Provisions (Scope of Work) for specific requirements,
- Insurance coverages shall be provided through a consolidated insurance program that insures Subcontractor and its eligible lower tier subcontractors, which program has been made available to Subcontractor by Contractor. Refer to CCIP Manual for specific requirements.
- Insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP). Refer to CCIP Manual for specific requirements.

**23.C – LEED Goal of the Project**

- Goal of the Project is LEED Certified.
- Goal of the Project is Silver LEED Certified.
- Goal of the Project is Gold LEED Certified.
- Goal of the Project is Platinum LEED Certified.
- This isn't a LEED certified project in total, but all practical sustainable practices will be followed, and some facilities on the project may be designated to seek a LEED certification.

**23.D – Parking for this Project**

- Parking for this project is available in the parking deck behind the building. There are restrictions on the height of the vehicles. The cost associated with the parking is the sole responsibility of the subcontractor
- Parking for this project is limited. Note that parking near the facilities is limited ~~and will be by permit only, overflow parking will be at~~ [\_\_\_\_\_]. Transportation of workers from the parking areas is the responsibility of the Subcontractor (riding in back of trucks is forbidden.)
- Parking for this project is **NOT** available on site. parking will be at [\_\_\_\_\_] Transportation of workers from the parking areas is

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Project Conditions - Applicable to All Subcontractors and Suppliers

the responsibility of the Subcontractor (riding in back of trucks is forbidden.)

- Parking for this project is **NOT** available on site. Turner Construction will not be responsible for designating and/or coordinating off-site parking. This subcontractor has included necessary provisions in order to perform this scope of Work. Transportation of workers from the parking areas is the responsibility of the Subcontractor (riding in back of trucks is forbidden.)

**23.E - Billing and Payment Cycle**

Subcontractor shall establish a schedule of values consistent with Clients extensive WBS code system. Anticipated Billing and Payment Cycle for this project is: Pencil copy of invoice for work through the 30<sup>th</sup> to Turner project manager by the 15<sup>th</sup>, Turner submits to Client on the 20<sup>th</sup> payment to Subcontractor expected to be prior to the 30<sup>th</sup> of the following month.

**23. F Taxable Status of the Project**

- This project is not taxable; however, taxes will be identified in invoices.
- This project has tax exemptions. Refer to Tax Exemption Program .

Description	Orig Dur	Early Start	Early Finish	2013			2014						2015											
				OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>GENERAL ACTIVITIES &amp; MILESTONES</b>																								
<b>MILESTONES</b>																								
CONSTRUCTION START	0	19MAR14																						
SUBSTANTIAL COMPLETION	0		14APR15																					
COMMISSIONING & TRAINING	10	15APR15	28APR15																					
COMPILE WARRANTY AND O&M MANUALS	15	15APR15	05MAY15																					
COMPLETE PUNCHLIST	20	15APR15	12MAY15																					
FINAL COMPLETION	0		12MAY15																					
<b>PRECONSTRUCTION</b>																								
<b>DESIGN &amp; ESTIMATING</b>																								
PUBLISH 95% CONSTRUCTION DOCUMENT	0	03DEC13																						
DEVELOP BID PACKAGES & POST ONLINE	5	03DEC13	09DEC13																					
BID TRADE PACKAGES	19	10DEC13	07JAN14																					
HOLD PRE-BID MEETING	1	17DEC13	17DEC13																					
RECIEVE ALL BIDS	0		07JAN14																					
PREPARE GMP	10	08JAN14	21JAN14																					
REVIEW & MAKE GMP ADJUSTMENTS	5	22JAN14	28JAN14																					
PLACE GMP RECOMMENDATION ON COUNTY	0		28JAN14																					
RECONCILE 100% DOCUMENTS WITH GMP	15	29JAN14	18FEB14																					
BOARD MEETING APPROVAL	0	19FEB14 *																						
FINALIZE PAPERWORK WITH COUNTY	10	19FEB14	04MAR14																					
ISSUE NOTICE TO PROCEED	0	05MAR14																						
<b>PERMITTING</b>																								
SUBMIT FOR PERMITS	5	03DEC13	09DEC13																					
OBTAIN LAND DISTURBANCE PERMIT	0		08JAN14																					
OBTAIN BUILDING PERMIT	0		22JAN14																					
<b>CRITICAL AWARD / SUBMITTAL / APPROVAL</b>																								
AWARD & ISSUE SUBCONTRACTS	5	05MAR14	11MAR14																					
PREPARE MEP SUBMITTALS	15	12MAR14	01APR14																					

Start date	03DEC13	 Early bar
Finish date	12MAY15	 Progress bar
Data date	03DEC13	 Critical bar
Run date	05DEC13	 Summary bar
Page number	1A	 Start milestone point
		 Finish milestone point
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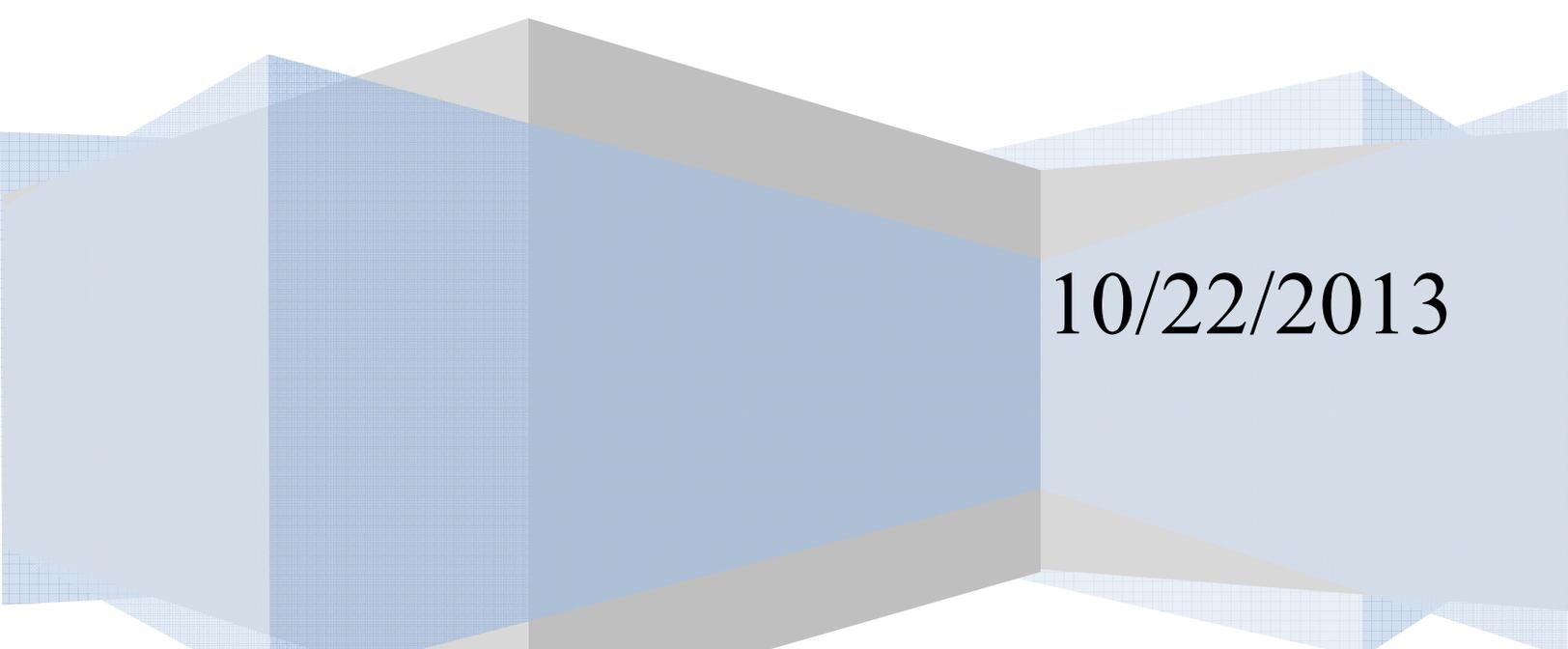




**The Turner Corporation**

**ATLANTA  
BUSINESS OFFICE  
SAFETY PROGRAM**

*Milton Branch Library*



10/22/2013

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**Section A**  
**Administrative Issues**

# Safety Policy Statement

As the leader in the construction industry, Turner Construction Company is committed to the concept of safety. It is our intention to provide and maintain the safest possible work conditions for all workers. This will be achieved through the continued implementation of the safety program. By promoting safe and efficient production, incidents that increase cost to the project and suffering to the employees, will be kept to a minimum. It is our belief that with complete cooperation from all workers, the safety program will continue to achieve commendable results.

Project Managers, Superintendents, Assistant/Area superintendents, Safety Representatives, and Foreman are the key individuals for implementing and maintaining an effective safety program. It is the responsibility of each of these individuals to ensure the men and women working under their control are maintaining safe work areas, and are performing their task in a safe manner. It is also the primary responsibility of each worker to follow every precaution and safety rule to protect them and their fellow workers.

As the on-site **Construction Manager/General Contractor** for this project, Turner Construction Company will monitor this safety program so that all contractors will strive to comply and to provide a safe workplace for all contractors and subcontractors working on this project. This program and all of the rules and policies contained within applies to all persons on the construction site.

Each contractor/subcontractor is solely responsible for the safety of their employees and/or visitors as required by the rules and regulations of this program and the **OSHA 1926/1910 Safety Standards** for the Construction Industry and all other local, state, and federally recognized current standards and codes. All contractors and subcontractors on the project are required to know and follow the contents of this safety program. All contractors and subcontractors are solely responsible to train and educate their employees, and/or visitors as to the contents of this program. Documentation of this training, and all training, is the responsibility of the contractor/ subcontractor and proof of the training shall be submitted to the project Superintendent.

The program strives to encompass many of the major standards promulgated by the **Federal Occupational Safety and Health Administration** and the **American National Standards Institute**, but in no way is it all encompassing. In the event a situation arises whereby a site practice is not covered in this program or subcontractors program, the most applicable and stringent safety standard shall apply using the Occupational Safety and Health Administration Standards as a minimum.

*We as a team at Turner Construction Company have accepted and approved this policy. It is up to all of us to make sure it is effective. We sincerely believe in and strive for production, which is both safe and efficient.*

Site Phone Number: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

**Key Staff Contact Information**

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
<b><u>Wayne Clark</u></b>	<b><u>Superintendent</u></b>	<b><u>404-886-3527</u></b>
<b><u>Nadiene McClain</u></b>	<b><u>Sr. Project Manager</u></b>	<b><u>404-379-5976</u></b>
<b><u>John Allen</u></b>	<b><u>Project Manager</u></b>	<b><u>404-392-2164</u></b>
<b><u>John Lichtenwalter</u></b>	<b><u>General Manager</u></b>	<b><u>404-295-1825</u></b>

# Project Safety Goals

## **I. Scope and Application**

In order to prevent incidents and injuries that may result from the activities of independent contractors, Turner Construction Company has set forth safety goals for which the project will maintain. The result will be minimal disruption to the project construction activities and will assist in monitoring the success of the program by maintaining statistics involving contractor accidents/incidents. The goals apply to the project as a whole but each individual contractor and subcontractor shall establish their own company safety goals.

## **II. Procedures**

Contractor employees must immediately report all incidents to their supervision at the time of occurrence. It is then the contractor's responsibility to immediately report all incidents to Turner Construction Company. Completed incident investigation reports shall be submitted within 24 hours of the incident occurrence to Turner project management. Monthly reports tracking lost-time injuries, lost workdays, OSHA recordable injuries, and fatalities will be developed. Goal Levels are as follows:

<b>Lost Time Incident Rate</b>	<b>1/3 National Average</b>
<b>OSHA Recordable Incident Rate</b>	<b>1/3 National Average</b>
<b>Lost Workday Rate</b>	<b>1/8 National Average</b>
<b>Fatality Rate</b>	<b>0.0</b>

## **III. Definitions**

- A. Lost Time Incident- Incident that involves a contractor employee receiving a work related injury that does not allow the employee to return to work (based on the restriction of work by the attending physician) on their next regularly scheduled work shift.
- B. OSHA Recordable Incident- Incident that involves a contractor employee receiving a work related injury that results in loss of consciousness, restriction of work or motion, transfer to another job, or requiring medical treatment considered beyond first aid.
- C. Lost Workday - Regularly scheduled workdays that an employee of a contractor misses due to the work restrictions placed on the employee by the attending physician.
- D. Near Miss- Any situation that could have reasonably caused serious injury, illness, fire, property damage or any other serious hazard as defined by the owner.
- E. Fatality – Work related incident resulting in the death of a contractor employee.
- F. Modified Alternate Duty Program (Light Duty) - Subcontractors and their Sub-Subcontractors must provide a modified return to work program for any of its employees injured under Workers Compensation. Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$1500.00 weekly until such time as the injured worker is returned to work. Turner will determine reasonable accommodations.

# Contractor Safety Qualification

## **I. Scope and Application**

The goal of this process is to evaluate a contractor's historical statistical safety data and current written safety programs in order to indicate to Turner Construction Company the level of safety that can be expected from a contractor if hired. Safety qualification applies to all contractors and subcontractors being considered to perform construction activities on this project. The Turner management team shall evaluate the information submitted by the contractors. *All prime contractors are responsible for collecting and evaluating the safety information of subcontractors, and must submit it to Turner management at least two weeks prior to the start of work.* A copy of the required evaluation paper work will be forwarded to the insurance carrier(s).

The following terms are utilized in the qualification process:

- A. Experience Modification Rate (EMR) – This Rating is issued by the contractor's worker compensation carrier; it is determined or influenced by the number, costs, and severity of incidents.
- B. Lost Time incident Rate - The number of incidents that involve a contractor employee receiving a work related injury that does not allow the employee to return to work (based on the restriction of work by the attending physician) on their next regularly scheduled work shift per 200,000 work hours.
- C. OSHA Recordable Incident Rate - The number of incidents that involve a contractor employee receiving a work related injury that results in loss of consciousness, restriction of work or motion, transfer to another job, or requiring medical treatment considered beyond that of first aid per 200,000 work hours.

## **II. Procedures**

Before considering a contractor for work on this project, Turner Construction Company shall request the prime contractor to complete the **Turner Pre-qualification Form** and submit it along with any other requested paperwork, and a copy of the contractor's written safety program. The site specific safety program shall be submitted when the bid is awarded. Turner Construction company will evaluate the submitted information based upon criteria developed by the. If the contractor's data is deemed acceptable, the contractor can be considered for work on this project. If the contractor's data is not acceptable, Turner Construction Company may:

- A. Use an alternative contractor.
- B. Develop a plan of improvement to allow the contractor to achieve an acceptable rating.
- C. Justify to top management (i.e. new technology, emergency situation, past onsite experience, positive trends in incident rates, etc.) that despite contractor's safety record, they must be utilized.
- D. Allow to complete work. Only top management of Turner Construction Company may allow one of these contractors to complete work with the approval of the site project safety coordinator.

# Site Safety Responsibilities

## **I. Scope and Application**

The Assignment of construction management or insurance safety personnel to monitor responsibilities for safety is not intended to relieve the contractor of their responsibilities for providing a safe and healthy environment for their employees. It is the sole responsibility of all contractors on the project to comply with all federal, state, and local safety and health guidelines and requirements. This program is to supplement and assist in their effort for such compliance.

This section is to confirm the contractor commitment of safety for each contractor by establishing and assigning specific safety and health responsibilities to the contractors in implementing and maintaining this **Turner Construction' Project Safety Program**.

## **II. Procedures**

During the evaluation of job performance of this project's contractors, fulfillment of contractor safety program responsibilities will be given consideration as a performance standard.

The contractor/subcontractor safety coordinator or individuals designated by the contractors' owner will meet every week to review the success of the implementation of this project's contractor safety program and identify areas of concern in a weekly safety meeting. The "designated contractor person" shall be at the contractor's management level and have a minimum of OSHA 30 Hour training.

## **III. Job Description/Responsibilities**

- A. Construction Manager Project Safety Coordinator- In charge with ensuring the overall activities of all onsite contractors and is responsible for the following:
1. Assists in the design of the contractors' safety process.
  2. Assists in promoting continuity of the process.
  3. Supports implementation of the.
  4. Supports training of the projects' personnel regarding the contractor safety process.
  5. Continually evaluates the contractor's safety process.
  6. Responds to questions regarding the contractor safety process.
  7. Communicates the requirements of the contractor safety process.
  8. Selectively attend pre-job meetings with the contractor to discuss their site specific safety plan. Also to discuss the safety goals and requirements of the project and the SEA.
  9. Conducts safety audits of the project.
  10. Chair the monthly safety meetings.
  11. Coordinating insurance guidelines/input.

- B. Project Manager/Superintendents/Assistant Superintendents**- The individuals charged with monitoring activities of specific area projects are responsible for the following:
1. Assists in the design of the contractor safety process.
  2. Implements the contractor safety process.
  3. Communicates potential contractor created hazards to the Project Safety Coordinator.
  4. Communicates potential project created hazards to contractors.
  5. Conveys the contractor safety process requirements to contractors.
  6. Promotes contractor adherence to this project's and OSHA's safety policies and addresses deficiencies.
  7. Attends incident review meetings and assists in tracking incident statistics.
  8. Conducts weekly/daily safety compliance audits.
  9. Enforces all safety policies and procedures.
  10. Plan and execute all work so as to comply with the stated objectives of the wrap-up and Loss Control Program.
  11. Comply with all the provisions of the contract dealing with safety and incident prevention requirements.
  12. Cooperate with the Project Safety Coordinator and the owner's representatives.
  13. Authorize necessary immediate action to correct safety deficiencies reported or observed.
- C. Contractor/Subcontractor Superintendent/Safety Coordinator** – The competent contractor management individual designated by their companies to carry forth the safety objectives of this program and their company's program, and responsible for the following:
1. Assists in the design of their company's safety process and this program.
  2. Assists in promoting continuity of the process and program.
  3. Supports implementation of the process and program.
  4. Supports training of their company's personnel regarding the contractor safety process and the requirements in this program.
  5. Continually evaluates their company's safety process.
  6. Communicates the requirements of this program to their company's employees.
  7. Assists the project Safety Coordinator in all safety activities with regards to their company.
  8. Disciplines and takes corrective actions when directed by the Project Safety Coordinator, or when conditions warrant such actions.
  9. The inclusion of a light duty return to work program is mandatory.
  10. Ensures their company's employees follow all aspects of this program.
  11. Make daily safety inspections of the job site and make necessary immediate corrective action to eliminate unsafe acts and conditions. Documentation of inspections is to be submitted weekly.
  12. Assure the **OSHA 300 Injury and Illness Log Form Report** is properly completed.
  13. Review incident reports and initiate immediate corrective action.
  14. Conduct weekly employee "Tool Box" Safety meetings and evaluate their effectiveness.

15. Attend and participate in project safety committee meetings weekly or more frequently, as required. The safety representative should share their experience, questions and problems with the other safety representatives at those meetings.
16. Attend weekly subcontractor safety/coordination meetings.
17. Assist in the preparation of the incident investigation and reporting procedures.
18. Encourage programs for recognition of individual employee's safety effort and their contribution toward improved work procedures.
19. Be responsible for the control and availability of the necessary safety equipment, including employee's personal protective equipment.
20. Coordinate activities with those of the other contractors, the Project safety Coordinator and the owner's representatives.
21. Responsible for preparing and submitting to Turner Pre-Task Planning, Job Hazard Analysis and Work Notifications as required.

#### **IV. Training Requirements**

This project's contractors shall attend pre-job training/orientation regarding the content of the contractor safety program at the conception of the program. This project's contractors not attending the conceptual pre-job will not be permitted to conduct and type of work activity on the site unless approved by project management.

#### **V. Prime and Subcontractors**

- A. Contractual requirements of this project require each prime contractor and subcontractor provide Turner Construction Company with a copy or a written Project Specific Safety Plan. This plan must contain, at a minimum, the following requirements:
  1. The name of the management person who is responsible for the implementation of the plan and what roles will this person play during the project.
  2. How each will conduct their weekly toolbox talks.
  3. Provisions for safety inspections of the job site by supervision.
  4. Process of completing Per-Task Planning (PTP) and Job Hazard Analysis (JHA) for all critical tasks and processes for developing detailed work plans/procedures for the successful accomplishment of these identified critical tasks.
  5. How the job trailer or gang boxes will be equipped to meet OSHA standards.
  6. The method that will be used to ensure that all OSHA required training and this project's safety program requirements have been communicated to craft persons.
  7. Company policy on safety and substance abuse.
  8. Incident reporting, first aid, and emergency procedures.
  9. Details for the management of work related injuries.
  10. Describe the company safety recognition/incentive policy that will be in effect for this project.
  11. How their program will mesh with the project safety program.
  12. The procedure for ensuring that the previously stated information will be implemented and enforced for workers, supervision, and subcontractors.
  13. A list of all competent person(s) overseeing those tasks in which OSHA requires such person(s) or that have been requested by Turner.
  
- B. Subcontractors may utilize and abide by their prime contractors written site specific safety program. However, Turner Construction Company requires confirmation in writing stating from the subcontractors that they will abide by their primes' programs. In doing this, it is critical that the primes acknowledge this

understanding and ensuring Turner Construction Company that their subs will abide and follow by their programs. This in no way alleviates the Subcontractors from having a “company” safety program of their own. It just applies to the ‘site-specific) program.

# **LIST OF DOCUMENTS REQUIRED BY EACH SUBCONTRACTOR**

**The following is a list of documentation that is required by each subcontractor. Additional documentation may be required as the task or situation deems necessary.**

## **I. PRIOR TO ANY ACTIVITY BEGINNING:**

- A. Job Hazard Analysis (JHA) – Must be completed for all critical activities prior to the start of the activity. Every person engaging in the activity must sign the JHA, acknowledging understanding of what is required by the JHA. Every critical activity must be accounted for by a JHA.

## **II. DAILY:**

- A. Pre-Task Plan (PTP) – Must be completed and submitted daily for Turner’s review prior to beginning any activities for that day. The PTP must be reviewed with every person engaging in the described activity prior to beginning that activity. Each person must sign the PTP, acknowledging the understanding of the requirements of the PTP. Every activity must be accounted for by a PTP.
- B. Daily Contractors Report (DCR) – This has to account for all manpower for each subcontractor and their subs. These have to be filled out and turned in on a daily basis.
- C. Hot Work Notification - These have to be filled out one copy turned into the safety office and one copy posted in the area where the hot work is being performed prior to beginning any hot work. These notices include any activity that may present a fire hazard. These activities include but are not limited to cutting, burning, welding, soldering, and brazing.
- D. Confined work Space Notification – Required when working in any confined space. This form must be filled out and one copy turned into the safety office and one copy posted at the confined space location prior to any confined space activity.
- E. Scaffold Inspection and Tagging – Contractors are required to have a scaffold trained competent person, inspect all scaffolds including boom lifts and scissor lifts at the beginning of each shift prior to their use. This inspection must be accounted for by signing and dating an attached ‘green scaffold inspection tag.’ This must be done at the beginning of each shift. This tag must remain on the scaffold for the duration of its use. No one should be on a scaffold or lift that does not have a completed, signed and updated “green tag” attached to it. If a scaffold is not correctly erected, not safe to be worked off of or a contractor does not want anyone to work off of, a “red tag” shall be attached to the scaffold or lift. This “red tag” indicates to all employees of all contractors that the scaffold or lift is not be used. The absence of a tag on a scaffold or lift also means the scaffold or lift is not be used.

### **III. WEEKLY:**

- A. Tool Box Safety – Required for each subcontractor and every person for every subcontractor has to be accounted for and has to sign the sign in sheet. This includes any sub of a sub. These need to be tuned in by Monday of the following week. Review your applicable PTP's and JHA's at each Tool Box Safety meeting and document it on your Tool Box Safety meeting Minutes that you did review.
- B. Excavation Notification - Required prior to beginning any type of excavation.
- C. Trenching Notification – Required prior to any trenching activity.
- D. Fall Protection checklist – Required to account for verification of proper fall protection techniques and use.

### **IV. AS NEEDED:**

- A. Accident/Injury Reports – All accidents involving personnel, equipment or property damage are to be reported to Turner Construction Company immediately and a report is to be completed by the subcontractor and submitted immediately.
- B. Contractor Violation Report – required by each subcontractor's onsite supervisor to follow every safety violation issued to an employee of that company. They are to be completed and submitted the day or the violation.

# **Safety Training and Education**

## **I. Scope and Application**

With Turner Construction Company and designated Contractor Safety personnel monitoring contractor safety, exposures and/ or hazards, involving contractors, will be minimized. The creation of a safe and healthy environment for contractors will result in fewer Incidents and injuries benefiting both contractor and this project. This environment will further be enhanced through safety training and education. The training shall include items contained in but not limited to this Project Safety Program, OSHA CFR 1926.00 Standards, and pertinent OSHA CFR 1910.00 Standards.

## **II. Procedures**

Each contractor is solely responsible for all federal and/or state required safety training of their personnel on this project. Each Contractor individual is required to be trained in the recognition of hazards on this project, this safety program, and the contractor's safety program.

All Contractors are required to conduct and document weekly safety toolbox talks. These talks shall be conducted at the site and contain safety information that will increase safety awareness on this project. *The weekly took box talks must relate to the work that is underway or immediately upcoming.* Each individual that attends these safety talks shall sign their signature documenting attendance. A copy of the toolbox Talks with signatures will be forwarded to Turner Construction Company within 24 hours of conducting the meeting. Subcontractors may attend a prime contractor's toolbox talk if a separate list of signatures identifying the subcontractor personnel is maintained.

Each contractor is solely responsible to ensure their employees attend the site orientation provided by Turner Construction Company. No employee will be permitted to work until such orientation has been successfully completed.

The orientation program shall contain the following as a minimum:

- Incident reporting procedures.
- Medical provider information
- PPE policy's
- Safety aspects of the particular job/operation being done
- Fall protection policy
- Drug & alcohol policy

Any changes in the policies and procedures of this program shall be relayed to the Contractors by Turner Construction Company, and their superintendent/foreman are to relay it to all of their employees.

Each contractor must ensure that they have on site at all times, a crew member who has attended an OSHA 30 hour course or equivalent in construction safety, and at least one person trained in CPR and First Aid per OSHA requirements.

# **Emergency Procedures**

## **I. Scope and Application**

An emergency is any situation that poses an immediate threat to life or property. This would include but not be limited to collapse of a building or a portion thereof, fire, explosion, equipment failure such as collapse of a crane, release of exposure to toxic fumes or smoke, presence of gas or other explosive fumes, flood, etc. The Director of Safety and Loss Control shall be notified of any emergency situation.

## **II. Procedures**

In the event of an incident (fire, injury, etc.) requiring the assistance of outside personnel, craft persons shall contact a Turner Construction Company management person immediately. If the situation requires immediate outside attention and there is no time to contact a management team member, individuals shall dial 911. Upon calling, the person shall state their name, their contractor's name, the location of the emergency, and the type of emergency. Immediately after this emergency call is made, the person shall contact the Turner Construction Company management team and their direct superiors. The Turner Construction Company management team will work with the Contractors in developing appropriate evacuation procedures as the job progresses. For emergencies involving building evacuation all craft persons shall follow the developed, posted evacuation routes to their designated rally point. Craft persons shall remain at the **rally point** until they are accounted for by their supervision and an "all clear" is given to return to the project. Contractors are required to provide a designated rally point for their employees to Turner Construction Company that is to include the name(s) of their employees which will account for their personnel and inform Turner Construction Company of any person(s) missing.

Upon notification of severe weather (tornado watch/tornado warning) all craft persons shall follow their company's emergency routes to their designated shelter area. Craft persons shall remain in the shelter area until they are accounted for by their supervisor, and the severe weather alert is waived. The shelter area should not be the job trailer. In the occurrence of an emergency, the contractor shall ensure that all proper Incident reports are completed and distributed in the required time. For Incident involving personal injury, the contractor, in addition to completing the project Incident reports, shall also complete an Employer's First Report of Injury/Illness and forward it to the designated insurance carrier of this project. A list of "key" onsite and home office personnel (with phone numbers) shall be developed by each Contractor and submitted to Turner Construction Company management team prior to any work commencing, in order to assist communication in case of a project emergency.

The Project Manager or designated Turner Construction Company management team member in off-hours will take charge in the event of a major catastrophe. One or all steps are to be followed:

- Take whatever actions are needed to make people on the project safe.
- Call for assistance from outside, 911.
- Stop work.
- If necessary, call for site evacuation with role call and clear site access roads.
- Issue instructions to all supervisors and employees.
- Set up security control at the emergency area.
- Refer all media requests to the Turner Construction Company.
- In the event of a major catastrophe outside working hours on Saturday or Sunday, etc., the designated management on site or security personnel will be provided with an emergency call list to summon contractor personnel to the site to take action.

# **Incident Reporting**

## **I. Scope and Application**

The following reporting procedures are to be followed in order to ensure proper safety reporting procedures by all affected persons on this project. All incidents involving physical harm, property damage, employee misconduct, or near misses are to be reported immediately to the Turner Construction Company Project Safety Coordinator.

## **II. Procedures**

### **Turner Construction Company Incident Reporting Procedures**

- A. Near Miss/ Injury free Event - It is the responsibility of the prime contractor safety representative, to complete the investigation using the Turner Construction Company Incident investigation report. This report WILL include recommendations / implementation of corrective actions. The report will be submitted to the Turner Construction Company Project Safety Coordinator, within 8 hours.
- B. First Aid Event - It is the responsibility of the prime contractor safety representative to collect and log the contractors' Incident reports and recommend corrective action. The Incident logs and work hour statistics will be sent to the Turner Construction Company Project Safety Coordinator by the 5th of EACH month.
- C. Medical Treatment Event - If the injury is considered an emergency 911 should be called first. It is the responsibility of the Prime contractor safety representative to immediately notify the General Superintendent, and the Turner Construction Company Project Safety Coordinator of an event requiring medical treatment. The Turner Construction Business Unit Safety Director and Claims Manager shall be notified.
- D. Serious Injury Event - It is the responsibility of the Prime contractor safety representative to immediately notify the Turner Construction Company Project Safety Coordinator of a serious event requiring medical treatment. The Project Safety Coordinator will oversee the completion of required Turner insurance forms. Refer ALL media inquiries to the Turner Management. The Turner Construction Business Unit Safety Director and Claims Manager shall be notified.
- E. Fatality - It is the responsibility of the Prime contractor safety representative to notify the General Superintendent and the Turner Construction Company Project Safety Coordinator who will then notify the appropriate insurance carriers of an event resulting in a fatality. The Turner Construction Company Project Safety Coordinator will also notify OSHA of the event. The Site Superintendent will then implement the Turner Construction Company Site Fatality Program. The Turner Construction Company Project Safety Coordinator will then notify the owner. Refer ALL media inquiries to the Turner Management. The Business Unit Safety Director and Claims Manager shall be notified.

- F. Property Damage - It is the responsibility of the Site Superintendent, to notify the Turner Construction Company Project Safety Coordinator of the incident and assist in the assessment of damages. The Turner Construction Business Unit Safety Director and Claims Manager shall be notified.
- G. General Liability Accident - It is the responsibility of the Prime contractor safety representative, to immediately notify the Turner Construction Company Project Safety Coordinator of an event occurring with the general public. The prime contractor involved will complete and incident report and send to the Turner Construction Company Project Safety Coordinator. The Turner Construction Business Unit Safety Director and Claims Manager shall be notified.

### III. Follow-up Procedures

The information collected on these forms will be presented Turner Construction Company. If the management team deems it necessary there will be an Incident Review Meeting which will focus on the facts surrounding the Incident and the corrective actions developed by the contractor that will be put in place to prevent similar occurrences.

### IV. Responsibilities

All Incidents resulting in injuries other than first aid are to be reported at the time of occurrence to the project superintendent or his designee. The contractor in charge of the person(s) involved will complete an Incident investigation form and request those craft person involved to complete a written statement (please see attached forms) whenever any such events take place. The contractor shall then immediately give a copy to project management for review and signature. A more detailed investigation may be required by Turner Construction Company management and the Contractor shall comply with their directions.

#### Project Contacts:

**Turner Construction Project:** \_\_\_\_\_

**Turner Construction Project General Superintendent:** \_\_\_\_\_

**Turner Construction Project Safety Manager:** \_\_\_\_\_

**Turner Construction BU Safety Director:** Charles Johnson 404-217-2914

**Turner Construction Regional Claims Manager:** Tom Beyer 404-504-2719

*\*Note: If leaving message, state Date and Time, Company Name, Injured Name and Brief Description of Incident.*

For all Incidents Requiring Medical Treatment (Emergency and Non-Emergency), the following forms must be completed and delivered within 8 hours to the Project Safety Coordinator.

- Turner Construction Company Incident Form
- Employee Incident Statement

# **Incident Review Process**

## **I. Scope and Application**

The Incident review process and Incident review meeting serve two basic purposes: first acting as an organized and documented process for the Contractor to present to the owner the facts surrounding an Incident. And second, as a process for the corrective actions developed by the Contractor to prevent a similar type of Incident. This review applies for all Lost Time Incidents, OSHA Recordable Incidents, and/or Near Misses involving a Contractor or other project employee. The Turner Construction Company management member directly responsible for the area where the Incident took place is responsible for scheduling and facilitating Incident review meetings. The Contractor is responsible for promptly investigating Incidents, identifying causal factors, and developing corrective action.

## **II. Procedures**

Turner Construction Company requires the Contractors to immediately report the above defined Incidents. Upon the occurrence of a defined Incident, the contractor will then be responsible for completing the above defined Incident forms.

The contractor shall complete these forms and return them to Turner Construction Company within 8 hours of the Incident. The Turner Construction Company management member directly responsible for the area where the Incident took place will then schedule an Incident review meeting within 2 days of the Incident. Attendees for the meeting may include: the Turner: Project General Superintendent, Project Manager, Project Safety Coordinator and Business Unit Safety Director; the Contractor Superintendent, Foreman, the Contractor Safety Coordinator, Affected Employees, Witnesses, and designated Turner Construction Company management team members including the one directly responsible for the area.

The Turner Construction Company management member directly responsible for the area where the Incident took place is then responsible for documenting a summary of the meeting and distributing it to all Contractors and Turner Construction Company team members in order to prevent further occurrences. The names of the individuals involved shall be kept out in order to protect their privacy.

# **Safety Incentive Program**

The Safety Incentive Program has been established to recognize and encourage Project Safety. Every level of subcontractor management and supervision shall be held accountable for the safety performance demonstrated by the employees under their supervision.

The safety incentive program will be specific to each project, established and conducted by the Turner Project Management Team. Rewards will be earned through compliance of TCCO field safety observations based upon the subcontractors and personnel that are consistently in safety compliance and submit the following required documentation:

- No Lost Time/Recordables/First Aid Incidents
- No Safety Violation Infractions
- No Safety Violation Fines
- Tool Box Talk Documentation Submitted
- Safety Surveys Completed
- Work Notifications Posted
- DCR's completed and submitted on time
- Participation in required safety meetings

# Safety Violations

**It is the policy of TCCO that a safe work environment is provided for all on site personnel. To enforce Project Safety with each subcontractor a system of Safety Violations has been incorporated. It is understood that the ultimate responsibility for providing a safe work site rests with each individual trade contractor.**

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 superseded 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<sup>st</sup> offense** – A written warning, in the form of a violation ticket is issued. The subcontractor’s supervisor involvement and a written response are required. A copy of the written warning is kept on file and a copy is sent to the worker’s office.
- **2<sup>nd</sup> offense** - A written warning, in the form of a violation ticket is issued, a fine is levied and the worker is removed from the project for 1 full work day. The subcontractor’s supervisor involvement and a written response are required. A copy of the written warning is kept on file and a copy is sent to the worker’s office.
- **3<sup>rd</sup> offense** – The worker is removed from the project, permanently, and a fine is levied. If repeat occurrences with other crew members are found, the supervisor of said offenders shall be subject to removal from the project.

## **Imminent Danger Safety Violation Corrective Action:**

- **1<sup>st</sup> offense** - A written warning, in the form of a violation ticket is issued, a fine is levied and the worker is removed from the project for 3 full work days. The subcontractor’s supervisor involvement and a written response are required. A copy of the written warning is kept on file and a copy is sent to the worker’s office.
- **2<sup>nd</sup> offense** - The worker is removed from the project, permanently, and a fine is levied. If repeat occurrences with other crew members are found, the supervisor of said offenders shall be subject to removal from the project.

**Fall Protection Violation:** Turner Construction has a zero tolerance for fall protection violations. Any worker found to be exposed to a fall potential of 6 feet or greater without proper fall protection will be subject to the following penalty.

- **1<sup>st</sup> offense** – The offender will be removed immediately and permanently from the project and a fine will be levied against the subcontractor.

# Monetary Penalty Schedule

## *Imminent Danger Violations in Bold Print*

No Hard Hat \$100  
No Hearing Protection \$100  
No or Improper Eye Protection \$100  
Not Using Respirator \$100  
Improper Footwear \$100  
Improper Clothing \$100  
Not Submitting Proper Documentation \$100  
Not Elevating cords, hoses, leads \$100  
Not Wearing Seatbelt \$100  
Uncovered Holes 12" and under \$100  
Using a Ladder not in Accordance with Standards \$200  
No Fire Watch or Fire Extinguisher \$200  
Improper Material Storage \$200  
Unsecured Compressed Gas Cylinder \$200  
Violation of Equipment Requirements \$200  
Missing MSDS Information \$200  
Missing PTP or JHA \$200  
No or Incomplete Scaffold Tag \$200  
Smoking in No Smoking Area \$200  
Using Defective Electrical Cord \$250  
No GFCI Protection \$250  
Defective Tools \$250  
Scaffold Violation except Fall Protection \$250  
Unguarded Power Tool \$250  
Poor Housekeeping \$250  
No Means of Egress from Trench or Excavation \$250  
Materials Stored Within 6 feet of Excavation \$250  
Improper Rigging \$250  
No Tag Line \$250  
Improper use of Fall Protection Equipment \$500  
**No Fall Protection \$1000**  
**Unguarded or Uncovered Floor Opening over 12" \$1000**  
**Unshored or Unshored Trench or Excavation \$1000**  
**Lockout/Tagout Violation \$1000**  
**Confined Space Entry Violation \$1000**  
**Unguarded Platform on Scaffold \$1000**  
**Unprotected Removal of Guardrail \$1000**  
**General Duty Violations, Depending on Severity \$100-\$1000**

# Visitors

## **I. Scope and Application**

All visitors shall be required to report to the project field office upon entering the project site. Access to the site shall be denied to any individual who does not have justifiable business on the job site. 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

## **II. 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. If the visitors are minors, the parents must sign the release but must be approved by the project safety coordinator. 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, hard-soled work boots when on site and any additional PPE as deemed necessary. No penny loafers, dress shoes, tennis shoes, etc. shall be permitted.

**Section B**  
**Protection and General Site Issues**

# **Concrete and Masonry**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart Q – Concrete and Masonry Construction, in addition to the following guidelines.

## **II. Procedures**

### **A. General Requirements**

1. Unless otherwise stated in their contract, the concrete or masonry contractor must provide at least two covered entrances into each building or structure during perimeter work. They must also cordon off other means of access/egress.
2. No load may be placed on a concrete structure unless a qualified person, knowledgeable in structural design, determines that the structure is capable of supporting the load.
3. Protruding reinforced steel, onto which employees could fall, must be protected to eliminate the hazard of impalement.
4. Subcontractors must submit a formal Fall Prevention Plan to Turner, including the name and resume of their designated competent person.

### **B. Equipment and Tool Requirements**

1. Powered and rotating concrete troweling machines must have a “dead man” switch that automatically shuts off power whenever the hands of the operator are removed from the machine.
2. Masonry saws must be provided with a semi-circular guard.
3. Machines must be locked and tagged out of service, per Subpart K, of OSHA 29 CFR 1926, Construction Industry Regulations, before employees can perform any maintenance or repair work.

### **C. Cast-In-Place Concrete Requirements**

1. Formwork must be designed, fabricated, erected, supported, braced and maintained so it is capable of supporting all lateral and vertical loads anticipated to be applied to it.
2. All shoring equipment must be inspected prior to erection to determine if it meets the requirements specified in the formwork drawings.
3. Erected shoring equipment must be inspected immediately prior to, during and after concrete placement.
4. A qualified designer must prepare the design of the shoring and an engineer qualified in structural design must inspect the erected shoring.
5. Forms and shores must not be removed until the employer determines that the concrete has gained sufficient strength.
6. 100% fall prevention must be maintained while employees are climbing rebar and/or anytime they are exposed to falls greater than 6’.

7. Fall protection is required on all decks where gaps exist in the decking 12" or greater. A warning line with signage must be posted at least 6' back from all unprotected edges. At building perimeters where the decking steps down to allow for a beam pour, the height of the rails shall be increased accordingly.
8. Areas where form stripping is to be performed must be barricaded with tape or fence and signage must be posted on all sides. This should include areas below stripping.
9. Nails should be removed or bent immediately.
10. Where employees must walk across rebar, temporary walkways must be installed to prevent trip hazards.
11. Outrigger platforms used for material movement in and out of the building via a crane or forklift must be designed by an engineer and incorporate 100% fall protection systems.

**D. Masonry Requirements**

1. A limited access zone must be established prior to the start of any masonry work.
2. The zone must be equal to the height of the wall, plus four feet.
3. Employees reaching more than 10 inches below the level of the walking / working surface on which they are working, must be protected from falling by guardrail systems, safety net systems or personal fall arrest systems.
4. For overhand bricklaying from a scaffold, fall protection is required if the working side of the scaffold has a gap greater than 12" between the scaffold and structure.

# **Confined Space Entry Policy**

## **I. Policy Statement**

No Turner Construction Company (Turner) or Subcontractor employee shall enter into any type of confined space, until the atmosphere of the space has been tested by a competent person and all applicable safety requirements contained in this procedure have been met.

## **II. Procedures**

- A. Pre-Entry Assessment – Prior to any employee entering a confined space a competent person shall evaluate the area in order to determine if it is a “Non-Permit” or a “Permit Required” space. Depending upon the type of confined space identified, specific criteria must be satisfied before entry.
  
- B. Signage - If the workplace contains permit spaces, the entry supervisor shall inform employees by posting danger signs at all entrances of confined spaces. The signs will be legible in English and in the predominant language of non-English reading workers. At a minimum, the following information will be included:

## **DANGER PERMIT-REQUIRED CONFINED SPACE DO NOT ENTER**

- C. Authorized Entry - If permit spaces exist in the workplace, only authorized employees may enter the spaces. The Entry Supervisor shall take effective measures to prevent unauthorized employees from entering into permit spaces.
  
- D. Modification of Non-Permit Spaces - If non-permit spaces are modified, or experience any change that causes an increased hazard to entrants, the supervisor of the exposed employees, shall ensure that the space is reevaluated by the competent person.
  
- E. Permit Required Spaces – If permit spaces are identified, the following program elements must be addressed in a Written Project Specific Confined Space Procedure. This procedure must be approved in advance by the Business Unit Safety Director.
  
- F. Environmental Controls – to ensure that pre-entry precautions (i.e. hazard evaluations, operating procedures, isolation methods, safety equipment, etc.) have been implemented.

- G. Atmospheric Testing – for oxygen content, explosive vapors, toxic substances and carbon monoxide to ensure that acceptable entry conditions exist. Atmospheric monitoring must be continuous while working in the confined space.
  
- H. Assigned Duties – of each participant must be established and clearly communicated.
  
- I. Rescue Equipment and Emergency Services – develop and implement procedures for summoning rescue and emergency services, for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees and for preventing unauthorized personnel from attempting a rescue.
  
- J. Entry Notice System - used to record critical data and serve as official entry authorization must be implemented and managed accordingly following the completion of permit space work.
  
- K. Training – of employees expected to enter permit spaces must be provided to ensure that they understand their duties and the requirements of 29 CFR 1910.146.
  
- L. Medical Surveillance Program – for all employees who must enter permit spaces shall be established to ensure that they have been medically evaluated and cleared to work in such spaces.

# Cranes, Derricks, Hoists, Elevators and Conveyors

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart N – Cranes, Derricks, Hoists, Elevators and Conveyors, in addition to the following guidelines.

## **II. Procedures**

### **A. General Requirements**

1. No crane or hoist shall be placed in service on a Turner project until an annual, third party inspection and supplemental reports are submitted to Turner indicating that the crane or hoist meets the manufacturer's inspection criteria. Any **crane or hoist requiring on site assembly**, other than counter weights, **requires that the third party inspection** be performed after the assembly and before it is operated and on an annual basis thereafter.
2. If the manufacturer's inspection criterion does not exist, a structural engineer, familiar with crane or hoist's design and dynamics, may develop or use existing inspection criteria.
3. A daily and monthly inspection shall be performed while the cranes are in use on the project. These daily and monthly forms are to be maintained on file by the contractor and a copy submitted to Turner Construction.
4. Turner requires that all crane operators be **NCCCO certified** by an independent testing agency approved by the National Commission for Certifying Agencies (NCCA). Copies of their certifications must be submitted to Turner. If additional licensing is required by state or local agencies to operate a crane, the operator's credentials will be required for review by Turner prior to mobilization.
5. 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 supervision for review prior to the lift. A sample plan and checklist has been linked to this document.
6. A **pre-planning meeting to discuss the critical lift** will 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. Calculations for the lift are to be reviewed during this meeting.
7. All tower cranes are to have a **chain link fence with a minimum height of 8 feet** and a locking gate around the entire base of the tower. This gate must be locked anytime the site is left unattended. All access points to a tower crane must be locked when site is unattended. Signs must be posted around this perimeter fence, prohibiting unauthorized personnel entry.
8. Mobile cranes are only to be used with **outriggers fully extended** and **tires are off the ground** unless the manufacture's recommendations allow otherwise.
9. Mobile crane movement on site must be in accordance with manufacturer's recommendations.
10. The **swing radius of cranes must be properly barricaded** at all times while working on site.

11. Wire rope, its attachments, fittings, sheaves and safety devices must be inspected according to the manufacturer's recommendations. Copies of the inspections must be submitted to Turner.
12. Wedge sockets and fittings must be the proper size to match the wire rope and must move to hold the wire rope under load. The dead end must be terminated according to ANSI B30.5 and must not be attached, in any manner, to the live side of the load line.
13. An anti two-block or warning device is required on all cranes except those engaged in driving piles.
14. A qualified rigger must inspect the rigging prior to each shift.
15. All windows in cabs must be safety glass that produces no visible distortion that will interfere with the safe operation of the machine.
16. Cranes, hoists, boom trucks and derricks shall not be installed or operated within 10' of overhead power lines unless they have been de-energized.
17. Only qualified individuals shall be used to flag and signal for crane use. Constant communication, visual and/or verbal, between the operator and flagger/signaler must be maintained at all times.
18. Multiple lifts are not permitted, except as described in the Steel Erection section of this program.
19. Any specific instructions or limitations should be posted in the cab of all cranes, such as "no multiple lifts", swing radius limitations, etc.

**B. Crane Suspended Personnel Platforms**

1. The use of a crane suspended personnel platform is prohibited on Turner projects unless the employer can demonstrate that conventional methods to do the work are more hazardous. The Turner Construction Business Unit Safety Director shall be notified of each request.
2. Specific crane operational criteria, listed in 29 CFR 1926, Subpart N, must be followed if it is determined that a suspended personnel platform will be used. The criteria includes, but is not limited to, the following:
  - a. Crane configuration requirements
  - b. Additional crane instrumentation and/or components
  - c. Specific platform design, construction and loading requirements
  - d. Specific rigging and trial lift guidelines

**C. Material and Personnel Hoists**

**1. Material Hoists**

- a. All entrances to hoists must be protected by substantial gates or bars, which guard the full width of the landing entrance.
- b. Operating rules must be posted at the operator's station along with the notice "No Riders Allowed".

**2. Personnel Hoists**

- a. Hoist way doors or gates shall be at least 6'6" high and shall have a mechanical lock, which cannot be operated from the landing side.
- b. All entrances to hoists must be protected by substantial gates or bars, which guard the full width of the landing entrance.
- c. Hoists shall be inspected on a weekly basis. Hoists shall also be inspected after exposure to winds exceeding 35mph.
- d. All hoists shall be inspected and tested at not more than three-month intervals.
- e. All hoists shall have a "No Smoking" sign posted in the car and a fully charged fire extinguisher available for use.

# **Demolition**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart T – Demolition, in addition to the following guidelines.

## **II. Procedures**

### **A. Preparatory Operations**

1. Prior to initiating demolition activities, an engineering survey of the building must be made by a competent person to determine the condition of the structure and identify areas subject to unplanned collapse. A copy of this inspection must remain on site.
2. All utilities must be shut off, capped or locked out of service beyond the building line before demolition work is initiated.
3. A Hazard Assessment must be performed prior to the start of work to identify any hazardous chemicals, gases, explosives, flammable materials or similarly dangerous substances that may have been used on the property.
4. Where employees are exposed to fall hazards, guardrail and personal fall arrest systems must be used. Hole covers must be identified and secured against accidental displacement.
5. Any openings cut in a floor for the disposal of materials can be no larger than 25% of the aggregate of the total floor area, unless the lateral supports of the removed flooring remain in place.
6. Turner must ensure that the subcontractor has verified that all local ordinances and permitting issues have been addressed as they relate to demolition.

### **B. Stairs, Passageways and Ladders**

1. Access to a structure being demolished will be restricted to designated stairways, passageways and ladders. Other access points will be closed at all times.
2. All designated access points will be periodically inspected and maintained in a clean, safe condition.

### **C. Chutes**

1. No material may be dropped to a point outside the building unless that area is delineated with a protective barricade and the distance to any point does not exceed 20 feet.
2. All chutes must be entirely enclosed except for openings at or slightly above the floor level for the insertion of materials.
3. A substantial gate must be installed in each chute at or near the discharge end. A competent person must be assigned to control the operation of the gate and the backing and loading of trucks.
4. Chutes must be designed and constructed of such strength as to eliminate failure due to the impact of material and debris loaded into them.

**D. Removal of Walls, Masonry Sections and Chimneys**

1. Masonry walls, including sections of walls, will not be permitted to fall onto the floor of the building under demolition unless an engineer has determined that the floor can withstand the imposed load.
2. No wall section, more than one story in height, will be permitted to stand alone without lateral bracing unless it was designed to stand alone.
3. Structural or load-supporting members of any floor will not be cut or removed until all stories above such a floor have been demolished or removed.

**E. Removal of Walls, Floors and Material with Equipment**

1. Mechanical equipment will not be used on floors unless the floors are of sufficient strength to safely support the equipment.
2. Mechanical equipment will only be used for its intended purpose according to the manufacturer's recommendations.

**F. Removal of Steel Construction**

1. Steel construction will be dismantled column length by column length, tier by tier.
2. When floors have been removed planking, 18" wide by 2" thick, must be used by employees engaged in razing the steel framing.

**G. Mechanical Demolition**

1. No employees will be permitted in an area where "ball" or "clam" work is being performed. Only employees necessary for the performance of the operation may be permitted in this area.
2. The area must be identified with warning barricades and signs.
3. During this operation continuous observations, by the competent person, must be made to identifying potential areas of failure.

# **Electrical Hazards Prevention**

## **I. Policy Statement**

Use of electricity on the jobsite poses serious hazards, with employees potentially becoming exposed to such dangers as electric shock, electrocution, fires and explosions. All Turner employees and subcontractors working on a Turner project will comply with NFPA 70E Electrical Safety Practices and 29 CFR 1926, Construction Industry Regulations, Subpart K – Electrical in addition to the following guidelines.

## **II. Procedures**

### **A. Working On or Near Exposed Energized Parts**

1. It is Turner policy that no one works on live electrical circuits. If a situation arises where it is impossible to perform a task with the circuit de-energized, the Turner Superintendent or Safety Manager shall contact the Business Unit Safety Director prior to performing the work. A formal pre-construction meeting shall occur prior to any such work occurring.
2. Only qualified persons may work on electric circuit parts that have not been de-energized under the procedures of 1910.333.
3. Such persons must be capable of working safely on energized circuits and shall be familiar with the proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials and insulated tools.
4. All work must be completed with strict compliance to NEC 70E requirements and guidelines.
5. Light switches and receptacles must be protected by permanent or temporary cover plates prior to energizing the circuit.

### **B. Ground Fault Circuit Interrupters**

1. All 120-volt, single-phase 15 and 20 ampere receptacle outlets, including generators, which are in use by employees shall have approved GFCI's.
2. Turner requires that all projects are 100% GFCI compliant. An Assured Equipment Grounding Conductor Program may be used in addition to the GFCI program, but it is not recognized by Turner.

### **C. Electric Tools**

1. All portable electric tools such as saws, hammers, drills, vibrators and float machines must bear the label of a Certified Testing Agency, such as Underwriters Laboratories, CSA, ETL, or the like.

### **D. Extension Cords**

1. Only round, heavy-duty (type S, SJO, SJTW, ST, SO, STD), 12 gauge or greater, are acceptable for use on the construction site.
2. Cords must be maintained in their original design configuration.
3. Any cord which is damaged or has the grounding pin removed shall be removed from service. The male end of the damaged shall be cut off by the contractor. New plug ends may be installed by a qualified electrician.
4. Tape repairing of damaged cords is not permitted.
5. Cords may only be repaired by a qualified electrician.
6. Whenever an extension cord is used, a GFCI is required between the extension cord and the receptacle.

7. All electrical cords shall be out of the hallway, corridor, aisle, stairway, doorways, and exit areas where a tripping hazard may occur.
8. All electrical cords shall be protected from damage by equipment, carts, trucks, and other rolling objects.
9. Where possible, all extension cords will be suspended (7') above the floor or working surface.
10. Extension cords shall not be fastened with staples, hung from nails, or suspended with non-insulated wire.

**E. Temporary Wiring**

1. All temporary wiring and lighting must meet current NEC codes.
2. Temporary lighting must never be put on the same circuit as temporary receptacles.

**F. Temporary Lighting**

1. The minimum illumination level 5 foot-candles for general construction shall be provided.
2. Installation of temporary lighting must be per manufacturer's specifications and in compliance with NEC and local codes.

### **III. Roles and Responsibilities**

**A. Subcontractor Management**

1. Must comply with and furnish materials necessary to comply with Turner policy.
2. Must attend and participate in project orientations.
3. Must participate in any and all required pre-planning meetings, Pre-Task Planning and Job Hazard Analysis documents are required.

**B. Subcontractor Employees**

1. Must attend and participate in project orientations, PTP and JHA discussions and meetings.
2. Must comply with this policy.

# Excavations

## **I. Policy Statement**

The intent and purpose of this policy is to limit and/or eliminate the dangers associated with excavation and trenching operations that could expose workers to the possibility of serious injury or death. Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, and Subpart P – Excavations in addition to the following guidelines.

## **II. Procedures**

### **A. Specific Excavation Requirements**

1. A comprehensive training program in the recognition, identification, evaluation and control of excavation hazards must be provided to all workers prior to working in an excavation or trenching operation. This must also include a review of the geo-technical report.
2. Underground utility installations must be identified and marked prior to beginning any excavation.
3. A competent person must be identified and their resume submitted to Turner prior to the start of work.
4. The competent person will be on-site during all excavation work to determine the soil type and its stability by performing one visual and one manual test in accordance with 29 CFR 1926, Subpart P Appendix A. The competent person will be responsible to determine the type of trench or excavation protection that is necessary according to soil classification and site conditions.
5. Inspections must be conducted daily and after every rainstorm or other hazard-increasing occurrence. Daily inspection reports must be submitted to Turner.
6. All excavations, regardless of depth, shall be protected by safety fence or guardrails

### **B. Soil Classification:** Soil classification means a method of categorizing soils and/or rock into categories.

1. Type A Soil -Type A soil means cohesive soils with an unconfined compressive strength of 1.5 tons per square foot or greater. Examples of cohesive soils are clay, silty clay, sandy clay, clay loam, and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, soil cannot be classified as Type A if the soil is fissured, or subject to vibration from heavy traffic, pile driving or similar effects or the soil has been previously disturbed.
2. Type B Soil -Type B soil means cohesive soils with an unconfined compressive strength greater than 0.5 but less than 1.5 tons per square foot. Examples of Type B soils are: granular cohesion less soils including angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam. Included also are previously disturbed soils except those which would otherwise be classed as Type C soil and soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration or dry rock that is not stable.

3. Type C Soil -Type C soil means soil with an unconfined compressive strength of 0.5 tons per square foot or less. Examples of Type C soil are; granular soils including gravel, sand, and loamy sand, or submerged soil or rock and previously disturbed soils. Unclassified soil shall be sloped 1½:1 (horizontal to vertical) or shored when excavation exceeds 4 feet in depth.

**C. Surface Encumbrances:** All surface encumbrances that are located so as to create a hazard to Contractors shall be removed or supported, as necessary, to safeguard workers in the excavation.

**D. Underground Installations**

1. Prior to any type of digging each Contractor is solely responsible to complete the State One Call for underground utility location. No work is to proceed without the proper utility company marking out the area(s) of their underground material(s). Any damage to any utility is to be reported immediately to Turner Construction Company.
2. When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by hand digging only. While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

### **III. Requirements**

The Contractor's Competent Person responsible for the excavation shall be on site during all operations relating to the open excavation. The Competent Person shall make soil classification. Unclassified soil shall be treated as Type C Soil. For excavation a Registered Professional Engineer hired by the Contractor shall design over 20 feet deep, all shoring, sloping or benching. All designs shall be submitted to Turner Construction Company and filed at the Contractor's field office. All excavated materials and stockpiled materials shall be placed a minimum of 2 feet from the edge of the excavation. Loose soil or rocks shall be removed from the sides of excavation walls.

Excavations 4 feet in depth or greater shall have a stairway, ladder, ramp, or other safe means of egress within 25 feet of any employee in the excavation. All excavations shall be inspected by the Contractor's designated Competent Person before entry, and:

- At the start of each shift
- After heavy rains
- After freezing and/or thawing temperatures occur
- After any condition that can change the integrity of the soil

For all excavations 4 feet in depth or greater where hazardous material or atmosphere may exist, the atmosphere in the excavation shall be tested prior to entry and periodically throughout the operation as determined by the Competent Person. The Competent Person responsible for the crew working in the excavation shall inspect the excavation throughout the work period and stop operations when unsafe conditions exist.

The number of workers in the excavation shall be limited to the number needed to perform the work. Water shall not be allowed to accumulate in excavations at any time. Pumps, drains, or other means shall be used to remove water constantly. Stability of adjacent structures shall be evaluated before starting an excavation and monitored daily thereafter by the Contractor. Emergency rescue equipment shall be readily available by the Contractor. No employee shall be permitted underneath loads handled by lifting or excavating equipment. Proper handrails and toe boards shall be erected and maintained at the top of the excavation when required for fall protection.

**A. Requirements for Protective Systems**

1. Excavations greater than 4 feet in depth must be protected by one or more of the following systems:
  - a. Sloping / benching of sides to allowable configurations and slopes.
  - b. Using tabulated data.
  - c. Utilizing a trench box or shield.
  - d. Using a slope or shield system designed by a registered professional engineer. Refer to 29 CFR Subpart P, Appendix B.
1. Temporary and permanent spoils must be kept back no less than two feet from the leading edge of an excavation.
2. A registered professional engineer must design sloping, benching or shield systems for excavations greater than 20 feet in depth.
3. Persons walking or working within 6 feet of an excavation greater than 6 feet in depth must be protected from fall hazards in accordance with Turner's 100% Fall Protection Policy.

**B. Training Requirements**

1. Each employee affected by the excavation and trenching systems must be trained in the procedures specific to the project, i.e. access / egress points, location of utilities, etc.
2. Each affected employee must be trained in all sloping, benching, and shoring procedures prior to entering the excavation or trench.
3. A competent person must be on-site throughout the excavation and/or trenching operation to determine soil type through visual and manual testing, hazard identification, effectiveness of sloping, benching, or shoring procedures, etc.
4. Atmospheric monitoring, if deemed necessary by the Competent Person or other competent party, must be documented and conducted by someone trained in the use of atmospheric monitoring equipment.

**References:** OSHA 1926.651 & 1926.652 including Appendix A through F

## **Effects of Excavating and Trenching on Adjoining Property**

### **I. Scope and Application**

Removal of rock or concrete by blasting and pile driving causes vibrations which may be sufficient to damage structures nearby, as may the removal of earth which results in the movement of bracing systems and underpinning, or soil consolidation resulting from lowering of water table, etc.

A review of the sub-surface conditions (determined from on-site borings) and the plans of existing buildings (where available) are necessary to evaluate lateral and vertical integrity. An inspection to evaluate the condition of adjoining/existing shall be completed by the Contractor prior to (and possibly after ceasing) operations.

#### **The following shall influence the degree of inspection:**

- The distance of the structures from the hazard.
- The severity of the hazard.
- The general condition of the structures.
- Requirements by local laws, contract and/or liability.

#### **There are four methods of inspection:**

- Casual – A visual inspection of the surrounding structures (limited to those portions readily available from the exterior) made by the Contractor Job Superintendent. This type of inspection is primarily to determine if a more in depth survey is needed.
- Detailed – Representatives of TURNER CONSTRUCTION COMPANY, the appropriate sub-Contractor and the neighboring property owner(s) noting the deficiencies informally.
- Photographic Survey – Photographs or videos of the interior or exterior of the structure and adjoining properties shall be taken by a commercial photographer or video service. All photographs or videos shall be dated and made part of the permanent job records.
- A Complete Engineering Survey – A consultant hired too completely detail the condition of the structures.

Where job operations such as pile driving and blasting may cause vibrations affecting the nearby structures it is required that vibration measurements be made by the Contractor, making data available to TURNER CONSTRUCTION COMPANY. This will enable the job to monitor and set up procedures to keep the energy ratio of the vibrations at a safe level. Where settlement of the nearby street, utilities and structures may occur because of excavation and foundation work, the streets, utilities and structures shall be regularly checked for vertical and horizontal movement and a log maintained by the Contractor. Any movement shall be investigated immediately.

All inspection reports shall be copied to Turner Construction Company.

## Utilities

### **I. Scope and Application**

**Prior to any type of digging each Contractor is solely responsible to complete the State One Call (1-800-282-7411) for underground utility location.** No work is to proceed without the proper utility company marking out the area(s) of their underground material(s). Any damage to any utility is to be reported immediately to Turner Construction Company.

After the One Call has been completed, the utility company shall mark out the location(s) of their underground material(s). When excavation operations approach the location of the marked underground installation, the exact location of the installations shall be determined hand digging within three feet of the anticipated location of the utility.

While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

Any damage to any utility is to be reported immediately to Turner Construction Company, and is the sole responsibility of the damaging Contractor.

# **Fall Protection**

## **I. Policy Statement**

**Turner has a Zero Tolerance Policy in effect for violations of our 6' fall prevention policy.** Anyone found violating this policy may be permanently removed from the project. Each contractor must submit to Turner the resume of their Competent Person trained in fall prevention techniques. Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart M - Fall Protection, in addition to the following guidelines.

## **II. Procedures**

### **A. General Fall Prevention Requirements**

1. Each contractor, with employees exposed to a fall greater than 6', must submit their fall prevention plans to Turner prior to beginning work on site. The subcontractor and Turner staff will conduct a bi-weekly inspection of their system.
2. **At no time shall a Safety Monitor System be used as a means of fall protection.**
3. A formal audit of the fall projection system must be conducted by the Turner Safety Manager or Project Superintendent on a bi-weekly basis.
4. A Personal Fall Arrest System (PFAS) comprised of a full body harness, 2 lanyards with double locking snap hooks, a guardrail and / or safety net system must be in place to protect all employees working above 6 feet.
5. Covers for roof and floor openings 2" and larger must be provided, must be secured against accidental displacement and identified as "Hole" or "Cover". Turner recommends that holes greater than 18"x 18" be protected by a guardrail system.
6. Positive fall protection must be provided while working from low or steep sloped roofs.
7. Employees must be protected from falling objects by the installation of toe boards, barricades or canopy structures.

### **B. Fall Prevention Systems**

#### ***Guardrail Systems***

1. The guardrail system must contain a top rail, mid rail and a toeboard.
2. The top rail height of a guardrail system must be 42", + or - 3". Mid rail heights must be half of that distance. The toeboard must be at least 4" in height.
3. Perimeter cable may be at least 3/8" wire rope and able to withstand the required force.
4. The cable must be flagged at 6' intervals and must be terminated with three "Crosby clips" on each end.
5. The U-bolt clips must have the U-bolt section on the dead or short end of the rope and the saddle on the live or long end of the rope.

6. When using cables for perimeter guarding closed turnbuckles are to be used for every 3 bays or 100 feet, whichever is less.
7. A Personal Fall Arrest System (PFAS) must not be attached to a guardrail system unless the system is designed to accommodate the PFAS.
8. Guardrail systems must be able to withstand a force of 200 lbs., without failure, and be smooth surfaced to prevent hand injuries.

**C. Safety Net Systems**

1. Safety net systems must be installed as close as practical below the working deck, not to exceed a distance of 30’.
2. Safety net systems must be drop tested after initial installation and before being used as a fall prevention system.
3. Additional drop tests are required after any repair, whenever the nets are relocated and at 6-month intervals, if the nets are left in place.

**D. Personal Fall Arrest Systems**

1. A PFAS must be used when working from suspended scaffolds, articulating boom man lifts or when working above the protective system over floor openings and unprotected floor openings and unprotected perimeter edges.
2. A competent person must assure that fall distance calculations have been evaluated in each circumstance where a PFAS is used.
3. A PFAS is not required when climbing up or down a ladder. However, if employees are working from a ladder, a competent person must determine if positive fall prevention is feasible.
4. Employees must use positive fall prevention devices when working in proximity to any leading edge work.
5. All leading edge construction requires the use of a Controlled Access Zone (CAS)
6. Retractable lanyards must incorporate either a 3/16” steel wire cable or a nylon strap with a minimum width of 1”.
7. All anchorage points must be capable of supporting a load of no less than 5000 lbs.
8. Steel erectors and metal decking installers must utilize 100% fall prevention devices at all times when working over 6’.
9. Horizontal lifelines must be designed by an engineer and installed under the supervision of a qualified person. A safety factor of two must be maintained.
10. Turner does not allow the use of Safety Monitor Systems.
11. Adequate fall prevention devices must be used at all loading platforms prior to removing existing perimeter protection.

**E. Training Requirements**

1. Each employee exposed to a fall hazard must be trained by a competent person in the recognition and avoidance of such a hazard.
2. Specific training includes, but is not limited to the following:
  - a. The type of fall exposures expected.
  - b. The correct procedures for erecting, maintaining, dismantling and inspecting of any fall prevention system used by the employee.

# **Fire Protection and Prevention**

## **I. Policy Statement**

Each subcontractor working on a Turner project must comply with 29 CFR 1926, Construction Industry Regulations, Subpart F – Fire Protection and Prevention, in addition to the following guidelines.

## **II. Procedures**

### **A. General Requirements**

1. A site-specific fire prevention program shall be developed at each Turner project.
2. Client requirements permit procedures, fire watches, shields and blankets must be considered when developing site-specific fire prevention programs.
3. All fire fighting equipment must be clearly visible and access to the equipment must be maintained at all times.
4. A 20 lb. ABC dry chemical fire extinguisher or equivalent must be provided for each 3,000 square feet of protected building area. Typically, it is recommended that an extinguisher be placed at every stairwell on each level.
5. Travel distance to a fire extinguisher must not exceed 75 feet.
6. Portable fire extinguishers must be inspected monthly. The documentation must be a weather resistant tag attached to the extinguisher.

### **B. Fire Prevention**

## **III. Scope and Application**

In order to reduce to a minimum the possibility of fire damage and associated losses incurred during the construction of the project the following are guidelines and requirements to be followed by all Turner Construction Company employees, Contractors, and Subcontractors involved on the project. The control of fire hazards and the reduction of losses from fire depend upon four fundamental principles.

- Fire prevention engineering/ jobsite preplanning.
- Early detection and extinguishment.
- Damage control.
- Prevention of personal injuries from fire or panic.

## **IV. Fundamentals of Fire Safety**

Preplanning the site is crucial to the protection of lives and property. The basic sequence of actions that must be taken in case of fire is the basis for establishment of the site fire plan. Understanding the actions and why the sequence is important will aid in the plan's development. The actions are, in order:

- Evacuate
- Notify the Fire Department
- Fight the fire.

The priority of this sequence should not be broken however this does not mean that more than one item cannot occur at a time.

## V. Evacuation

The first action to be taken in case of fire is the protection of lives. The fire protection program must provide for the ability of all workers to exit in case of an emergency. Key considerations include:

- Stairways and ladders used for egress must be kept free of combustible and flammable materials.
- Stairways and ladders shall not be used for storage of materials.
- Temporary lighting must be installed and maintained in working condition.
- Post and maintain Exit signs.

Contractors need to be aware of their surroundings at all times and plan for an evacuation with documented procedures given to their employees.

## VI. Types of Fires

The Underwriters Laboratory classifies fires by three general types of extinguishing agents.

- Class A Fires - Fires in ordinary materials such as wood, paper, excelsior, rags and rubbish. The quenching and cooling effects of water or solutions containing large percentages of water are of first importance in these fires.
- Class B Fires - Fires in such flammable liquids as gasoline, oil and grease require smothering action. Solid streams of water are likely to spread the fire (under certain circumstances water fog nozzles may prove effective).
- Class C Fires - Fire in or near electrical equipment must be smothered by using a non-conducting agent such as carbon dioxide or dry chemical compounds.

Fire extinguishment is usually accomplished by three methods:

- Eliminate oxygen from the air. Replace air with an inert gas. Apply a non-combustible cover or a chemical which will dilute the oxygen below point of combustion.
- Remove or shut off the fuel supply. Divert or shut off valves in liquid or gas fuel supply lines and remove the burning fuel.
- Reduce the temperature below the ignition point. Cool the burning material with water or chemicals.

While the use of one or more than one method generally produces better results, it is important that the most effective method be employed first. Although there are many types of extinguishers, only one type of fire extinguisher is approved for use on Turner Construction Company work: the 20 pound "ABC" all-purpose dry chemical extinguisher for use on wood, paper, textiles, electrical and flammable liquids. The use of carbon tetrachloride extinguishers is prohibited. Manufacturer's instructions should be followed for each type of extinguisher. Complicated types of extinguishers shall be avoided. Contractor employees shall be taught how to operate each type provided so that prompt action when a fire starts can be assured. Care should be used in selecting extinguishers for each job. Each Contractor is responsible for the training of their personal. Extinguishers shall be stand or wall mounted, visible and easily accessible at all times. They must be distributed so that the distance to an extinguisher from any point on a floor is not more than 75 feet.

## **VII. Requirements**

### **A. Shanties, tool sheds, etc**

1. Shall be constructed of fire-restraint materials and heated with approved fire-safe heating devices.
2. Shall be constructed at least 10 feet from materials, which present extraordinary fire hazards.
3. Shall be equipped with a minimum of one, 20-lb ABC fire extinguisher each.
4. Shall have a 55-gallon waste container adjacent to it.
5. Shall not be used to store oily rags, oily clothes, or fuels of any type.
6. Shall be constructed such that a shanty fire will not spread to adjacent areas.
7. Rubbish shall not be permitted to accumulate within an adjacent area to any shanty.

## **VIII. Fire Prevention**

- A. All temporary electric shall be in accordance with all current existing codes.
- B. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
- C. Work areas shall be policed by the Contractor on a regular basis to prevent accumulation of material.
- D. No motors or machinery shall be left running during non-working hours except as specifically directed by Turner Construction Company management.
- E. All heating equipment shall have necessary safety devices and shall be wired, piped, and operated according to all applicable Codes, Rules and Regulations.
- F. All tarps and blankets shall be of fire retardant material.
- G. All fuel and solvent containers shall be placed on drip pans.
- H. No open burning or fires shall be permitted on site. Anyone doing so is subject to immediate dismissal.
- I. No solid fuel shall be permitted on the site.
- J. All gas cylinders such as propane, oxygen and acetylene shall be stored and secured in a vertical position in areas designated by Turner Construction Company management. All stored cylinders shall be capped. Oxygen will not be stored within 20 feet of any other gas.
- K. All gas cylinders in use shall be secured in the vertical position and capped at the end of the working day.
- L. All oxygen and acetylene in use shall be on proper carts with required separations (5' fire rated) and with a 20 lb ABC fire extinguisher readily available.
- M. During welding or cutting operations, a 20 lb ABC fire extinguisher will be required and shall be the responsibility of the Contractor performing this work.
- N. Each Contractor is responsible for training their employees in the proper use of fire extinguishers.
- O. Roofer's kettles shall be kept away from finished walls and material storage areas. A minimum of two 20 lb ABC fire extinguishers are required next to the kettles.
- P. Individuals are not permitted to wear oil or tar soaked clothing.
- Q. Spark screens are required on hoist engines and salamanders.

## **IX. In the Event of a Fire**

Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is worth tons of water 10 minutes later.

- A. If a fire occurs, notify Turner Construction Company management immediately after evacuating personnel. If it is a fire, which can not be extinguished immediately, notify the Fire Department by dialing 911.
- B. Extinguish the fire with non-combustibles such as sand or an available fire extinguisher, only if you are not putting yourself or others in harm's way.
- C. Remove or shut off fuel supply such as removing debris or stored material or shutting off propane.
- D. Each Contractor is to clear the way for the Fire Department and assist in any way directed.

All Contractors are solely responsible for their employees' compliance to all federal, state, provincial, or local laws, standards, and/or codes.

## **X. Flammable and Combustible Liquids**

- A. Flammable and combustible liquids must be stored in safety-approved cans. A safety approved can is a closed container, not more than 5 gallons, with a flash-arresting screen and a spring closing lid.
- B. Indoor storage of flammable or combustible liquids in excess of 25 gallons must be in an approved cabinet.
- C. Outdoor storage areas must not exceed 1,110 gallons and must be graded in a manner to divert any spills away from a building. At a minimum, a 12-inch curb or earthen dike must surround the storage area. Where possible secondary containment should be used.
- D. At least one 20 lb. ABC dry chemical fire extinguisher must be located within 25' to 75' of an outdoor storage area.

## **XI. Liquefied Petroleum Gas (LPG)**

- A. LPG must never be stored inside buildings without an approved plan by Turner Construction.
- B. When damage to LPG systems from vehicular traffic is possible, precautions must be taken to eliminate the hazard.

## **XII. Temporary Heating Devices**

- A. Fresh air must be supplied in quantities sufficient to maintain the health and safety of all employees. If a competent person deems natural airflow inadequate, then mechanical ventilation must be provided.
- B. Heaters used in the vicinity of tarpaulins, canvas or similar coverings must be located at least 10' from the covering and be secured so as to prevent ignition due to wind.
- C. Open fires are not allowed on Turner projects.
- D. Solid fuel salamanders are not allowed in buildings or on scaffolds.

## **XIII. Housekeeping**

Housekeeping is the best defense against fires. Place all trash and debris in proper containers. Place oily and/or paint soaked rags in a covered metal container.

# Gasoline Power

## **I. Scope and Application**

Most construction sites have gasoline equipment and thus introduce the hazard of potential fire and dangerous fumes. All welding equipment, generators, equipment that must be used inside the confines of an enclosed building shall have alternative means of energy production, i.e. propane or electrical powered. All Contractors on this project shall abide by the following procedures and requirements.

**A. Fire:** OSHA and fire departments have regulations regarding quantity and methods of handling gasoline. The following rules will minimize the danger from fire:

1. Review OSHA and local fire department requirements and comply with these standards.
2. Storage of gasoline containers must comply with OSHA regulations, and fuel transfer operations must be conducted outside of the building.
3. When drums are used for storage, use drum pumps which are designed specifically for flammable liquids. Use safety bungs for the vent opening. These are equipped with perforated cylindrical screens which act as fire baffles. The use of a gravity feed or bottom draw drum is prohibited..
4. Use only approved metal safety cans for filling engine tanks. (automatic safety latch closer and with flash arrestors)(no plastic cans)
5. Shut down engine when refueling.
6. Have a 20 lb ABC dry chemical type extinguisher available wherever flammable liquids are handled.
7. No smoking near gasoline.
8. All drums shall be properly labeled as per OSHA 1926.59 Hazard Communication.

**B. Fumes:** Gas engines exhaust carbon dioxide and carbon monoxide. Dioxide is heavier than air; monoxide slightly lighter. A mixture of the gases usually is heavier than air although heat may cause it to rise. Both are without color, taste or smell. Light concentrations cause headache and nausea. Death is swift in heavy concentrations. A few minutes may be too long. Don't discount this hazard. If anyone exhibits symptoms, do not attempt rescue without proper personal protection equipment (See Confined Spaces). Do not run gas engines in pits, manholes or confined spaces without positive ventilation. Always pipe gas engine exhausts to outside air when engine is located in enclosed space. Start blower before engine. If engine stops, be sure space is well blown out before sending anyone in to restart. If in doubt, check for gas with CO Tester. Danger spots are deep excavations, pits, manholes, hoist engineers' shanties, pipe or crawl spaces under basement floors, and where gas heaters are used.

# Hand and Power Tools

## **I. Policy Statement**

All Turner Employees and Subcontractors working on a Turner project must comply with 29 CFR 1926, Construction Industry Regulations, Subpart I – Tools – Hand and Power, in addition to the following guidelines.

## **II. Procedures**

### **A. General Requirements**

1. Hand and power tools must be maintained in a safe condition, per manufacturer's guidelines. The manufacturer's manual must remain with the tool in use.
2. If the tool is designed to accommodate a guard, the guard must be in place while the tool is being used.
3. Additional personal protective equipment (PPE), such as a face shield or hearing protection, may be required while operating a tool.

### **B. Hand Tools**

1. Drift pins, wedges, chisels and other impact tools must be kept free of mushroomed heads.
2. Wrenches must not be issued or used when the jaws are sprung and slippage is probable.

### **C. Electric Powered Tools**

1. All power tools must be double insulated or provided with a three wire, grounded connection.

### **D. Pneumatic Power Tools**

1. Each connection on a pneumatic tool and air hose must be secured with a "whip-check" or similar device.
2. All air hoses, with an inside diameter exceeding ½ inch, must have a flow reduction device at the supply source to reduce pressure in case of hose failure.
3. Compressed air must not be used for cleaning unless the pressure is reduced to less than 30 p.s.i. and appropriate guarding and PPE are in place.
4. The 30 p.s.i. requirement does not apply to "blowing down" concrete decks or forms, however a spring loaded "dead man" control must be attached to the blowpipe.

### **E. Fuel Powered Tools**

1. Fuel powered tools must be stopped and turned off while being refueled, serviced or maintained.

**F. Powder-Actuated Tools:** Generally, two types of Powder Actuated Fastening Tools are available for use on our work. They are high velocity and low velocity types. Fasteners driven by both types have approximately equal holding power. The greatest number of serious injuries and fatalities has been from misuse of high velocity tools. Therefore, to reduce the possibility of injuries, only LOW VELOCITY POWDER ACTUATED FASTENING TOOLS shall be used on this project. The stud, pin, or fastener of these tools shall be caused to have a velocity not to exceed 300 feet per second when measured 6-1/2 feet from the muzzle by accepted ballistic test methods. Contractor Superintendents shall enforce compliance with Federal OSHA regulations governing the use of the tools along with the contents of this bulletin. The use of Powder Actuated Fastening Tools shall be governed by the following rules:

1. Tools shall meet requirements of the latest edition of ANSI A10.3.

2. Only Contractor employees qualified by instructions of the manufacturer's qualified representative and/or licensed by the state or local authorities shall be assigned to use a Powder Actuated Fastening Tool. All qualified employees shall carry proof of training by way of a training identification card at all times.
3. Only cartridges and fasteners supplied by the manufacturer of the tool shall be used.
4. Powder Actuated Fastening Tools shall be handled with the same care as firearms. Horseplay by any Contractor employee (i.e. pointing an armed or unarmed tool at anything other than the work, target practice, making safety devices inoperative, or other unsafe acts, etc.) will be grounds for immediate and permanent removal from the job site.
5. All safety devices incorporated in the tool by the manufacturer shall be used at all times. A sign, minimum 8" x 10" with 1" letters, stating "Powder Actuated Tool in Use" or equivalent shall be posted by the Contractor in area of use. (ANSI A10.3)
6. Powder Actuated Fastening Tools approved for use on this project:
7. Piston Tool - A Low Velocity type utilizing a piston activated by the power of a blank cartridge furnished by the Tool Manufacturer to drive a stud, pin, or fastener into a work surface.
8. Powder Assisted Hammer Drive Tool - A Low Velocity type utilizing a captive piston activated by a blow from a 4 lb. hammer supplemented by the power of a blank cartridge furnished by the Tool Manufacturer to drive a stud, pin, or fastener into a work surface.
9. All used and unspent cartridges shall properly be disposed of per manufacturer's recommendations.
10. The tool must be tested each day, according to manufacturer's recommendations, before loading to see that safety devices are in proper working condition.
11. Tools must not be loaded until just prior to the intended firing time.
12. Loaded tools must not be left unattended.
13. All tools must be used with the correct shield, guard or attachment recommended by the manufacturer.

**G. Abrasive Wheels and Tools**

1. The RPM rating on all grinding machine motors must not exceed the speed rating of the grinding wheel attachment.
2. All abrasive wheels must be closely inspected and ring tested before mounting to ensure they are free from cracks or defects.
3. The gap between the work rest and abrasive wheel of a bench or floor mounted grinder must not exceed 1/8 inch.

**H. Woodworking Tools**

1. All fixed, power driven woodworking tools must be equipped with a disconnect switch that can be locked out in the off position.
2. All portable, power driven circular saws must be equipped with guards above and below the base plate or shoe.
3. When the tool is withdrawn from the wood, the lower guard must automatically and instantly return to the covering position.

# **Hearing Conservation Policy**

## **I. Scope and Application**

Turner Construction Company management recognizes that workers are sometimes exposed to excessive noise levels on the job. Excessive noise can, and often does, cause permanent hearing loss if engineering controls or personal protective equipment is not used.

Limiting exposure to excessive noise through engineering controls is Turner Construction Company management's preferred method of control. (Engineering controls may be as simple as removing a generator from the work area and using a longer power cord.) Where engineering controls are not feasible, supervisors shall provide and ensure that their employees wear hearing protection. When hearing protection is necessary, the use of protective equipment is required. The objective of this policy is to prevent the unnecessary loss of hearing due to excessive noise levels.

Supervisors will be aware of and will notify their Contractors who may be exposed to sound levels equivalent to an average of 85 decibels (dB) over an eight hour period that hearing protection is available and shall be utilized. As a rule of thumb, 85 dB may be defined as any level at which one has to shout in order to communicate at a distance of three feet. Contractors exposed to noise levels of 90 decibels or more shall be provided with and required to wear hearing protection, such as ear muffs or ear inserts. Contractors are solely responsible for any required noise testing for their employee(s) in their work areas.

When protective equipment is necessary; employees shall be given the opportunity to select their hearing protection from two different types of hearing protection. Usually these will be earplugs or earmuffs or a combination of the two. Contractor employees who are issued hearing protective equipment shall receive training which includes informing employees of the effects of noise on hearing and the purpose, use and care of hearing protection. This training is the responsibility of the Contractor.

Warning signs stating "High Noise Area – Hearing Protection required" will be posted by the Contractor on the periphery of all work areas where Contractor employees may be exposed to excessive noise levels.

**Reference:** Specific Federal OSHA Permissible Noise Exposures are listed in 1926.52

# Housekeeping

## **I. Scope and Application**

During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails and other debris, shall be kept cleared from work areas, passageways, and stairs in and around buildings or other structures by the Contractor completing the work on a continuous daily basis. Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided to facilitate such removal.

Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Any dumpster in use shall use an "open door" policy or have a proper step platform built up to its side. Containers used for garbage and other oily, flammable, or hazardous wastes, such as caustics, acids, or harmful dusts shall be equipped with covers. Garbage and other waste shall be disposed of daily.

The storage of material shall not create hazards. Bags, bundles, and other containers or materials must be stacked, blocked, interlocked, and limited in height so that they do not slide or collapse. Contractor storage areas must be kept free from the accumulation of materials that may cause tripping, fire, explosion, or harboring of rats and other pests.

Contractors are solely responsible for the cleanup of their immediate work areas on a daily basis. Contractors are required to participate in a general cleanup effort on a weekly basis. If a contractor fails to complete housekeeping tasks, Turner Construction Company management will assign those duties to another contractor and back-charge the failing contractor for all expenses incurred.

## **II. Procedures**

1. Work areas must be kept clear and free of obstructions by material/debris as follows:
  - a) **Clean-as-you-go practices are required.** Do not wait until all work has been completed before cleaning up. Instead, break the work down into smaller tasks and clean the area after each task is completed.
  - b) Materials will not be stored in a manner that will block, restrict, impede or prevent access to an egress path or emergency equipment, such as fire extinguishers, emergency eyewash or shower, emergency shutoff buttons or emergency disconnect devices.
  - c) Stairways shall not be used as storage areas.
  - d) Work that may temporarily block emergency exits, safety showers, elevators, corridors, and hallways will require prior Turner approval and will require signage and "soft barricading" only.
2. Power Cord Management:
  - a) All cords must be inspected before use.
  - b) At no time shall cords be strung across exits or in front of emergency equipment.
  - c) Run cords overhead in a supported fashion in all walkways, stairs, aisles, areas where scissor lifts or other equipment operate, etc.

- d) In other rooms and work areas, run cords around perimeters, tape cords down or use cord covers, if they present a tripping hazard.
  - f) Support all cords that run through floors or ceilings with appropriate means.
  - g) All cords must be stored and put away after use. (i.e. not coiled up on floor).
  - h) All extension cords must be equipped with GFCI protection or be plugged into wall GFCI outlet.
  - i) If the above listed safety requirements cannot be met, temporary wiring must be installed to facilitate proper cord management.
3. Material Storage:
- a) Materials stored in the vicinity of the area where work is performed should be limited to only those materials that will be used in the same shift.
  - b) Any material stored in a work area longer than 24 hours must be approved by Turner.
  - c) Materials should be stacked in a safe and orderly manner. Store all items neatly in cabinets or on shelves.
  - d) Ladders not in use should be collapsed and laid neatly on their side away from walking areas and secured to prevent tipping, or removed from site.
  - e) Gang boxes and toolboxes should not have materials stored on top of them. Do not store materials for at least 3 feet in front of electrical panels and equipment. No storage of materials is allowed inside electrical rooms.
  - f) If more storage area is needed, contact Turner.
4. Chemical Storage:
- a) All chemicals brought on site must be approved by Turner.
  - b) The user of the chemical must provide Turner Construction a Material Safety Data Sheet prior to bringing the substance on site and add it to their CIL.
  - c) All chemicals and equipment containing chemicals must be stored in approved areas. (i.e. chemical cabinet, bunker)
  - d) Contractors are responsible for removing all unused chemicals from the Turner Project site at the completion of their contract.
  - e) All chemical containers must be properly labeled and closed.
  - f) Chemical/gas cylinders (welding, purging, leak detection cylinders, etc.) must be secured at all times.
  - g) All dedicated chemical storage areas must have material safety data sheet (MSDS) available at the storage location.
  - h) If you are unsure of appropriate storage areas, contact Turner for direction.
5. Material/Waste Disposal:
- a) Waste disposal methods will be specified within your Job Hazard Analysis (JHA) and Pre-Task Plan (PTP).
  - b) All hazardous waste must be disposed of in accordance with Federal, State, and Local regulations and shall comply with applicable Turner hazardous waste programs.
  - c) All hazardous waste must be properly labeled.
  - d) Hazardous waste materials must be discarded into proper disposal containers
  - e) Non-hazardous waste must be disposed of into appropriate recycle or disposal containers.
6. Water and Moisture Prevention
- a) The subcontractor safety program should include details and systems to minimize water infiltration to areas under construction and the prevention of water damage to materials from conditions that include but not limited to work activities, weather conditions and other water producing activities. The plan

should include the protection of stored materials that are susceptible to water damage such as drywall, ceiling tiles, gypsum board (sheetrock), cardboard, paper, other cellulose surfaces, carpet and other materials that can be damaged by water. Work activities that result in water intrusion in the construction areas such as core drilling, fire system testing, waterline testing and other water producing activities must address drying out procedures, containment and minimizing water flow

### **Nothing Hits the Floor**

- a. This project will enforce Turner's "Nothing Hits the Floor" initiative. All trash, debris, and scrap materials are to be placed into contractor-provided rolling trash hoppers, forklift-mounted hoppers, or other trash collection receptacles (that do not require workers to lift and carry) immediately upon creation. Upon filling any such receptacle, this contractor must remove all of its trash/debris and recyclables from the building to the agreed upon roll-off or dumpster. Provide an ample number of trash receptacles to allow each crew/team that generates waste or recyclables to have one. No "piling" will be allowed on the floors. Construction materials, job-boxes and tools must be stored/staged in approved areas, and never in walkways or stairways. Cords, hoses and welding leads must be kept off the floor at least 8 feet high in walkways, aisles, stairs, and access points. Provide non-conductive hanger mechanisms or cord/hose pole-stands.
- b. We encourage the use of cordless tools.
- c. Lay-down and storage areas are extremely limited on site. Contractors are not to bring more materials onto site than they will install during their shift. All Materials stored in the building must be staged on wheels to allow for easy relocation.

This site will be kept clean at all times!!

# Lock Out / Tag Out Procedure

## **I. Policy Statement**

The intent and purpose of this procedure is to limit and / or eliminate the danger of the unexpected release of stored or residual energy that could cause injury or death to the employee or to the general public. Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart K, Section 1926.417, "Locking and Tagging of Circuits", in addition to the following.

## **II. Procedures**

- A.** Lock Out/Tag Out (LOTO) will not be considered for use until all other avenues of attaining a "zero-energy state" have been exhausted.
- B.** All subcontractors working with electrical systems are required to have a written lock out / Tag Out Procedure. A Competent Person (CP) shall be responsible to control all aspects of the Lock Out / Tag Out (LOTO) procedure. They will ensure coordination with the appropriate tradesmen.
- C.** If a system can be locked out through design or by other means, this will be the preferred method.
- D.** The lockout device shall be substantial enough to prevent removal.
- E.** The lock shall be a separately keyed lock for use only with the lockout system.
- F.** The lockout device must be tagged with the name of the employee and their company. There shall be one lock for each employee (including Turner) exposed to the system.
- G.** If working in a multi-shift environment, each employee shall remove their respective locks at the end of their shift, with Turner being the last lock removed.
- H.** Employees shall not leave their lock on past the end of their shift. The use of 100% LOTO must be maintained until the completion of the task. Verification by all competent persons in charge of the LOTO shall be completed prior to re-energizing the system.
- I.** Prior authorization from the Business Unit Safety Director (BUSD) is required if the energy isolation device cannot be locked out and a tag must be used.
- J.** Tag out devices, including their means of attachment, shall be substantial enough to prevent accidental removal.
- K.** The tag shall warn against energizing the tagged out system such as: Do Not Start, Do Not Open, Do Not Close, Do Not Energize, Do Not Operate, etc.
- L.** The name of each employee shall be displayed on the tag.
- M.** The competent person shall be responsible for untagging and activating the system after all exposed employees have removed their tags.

### **III. Training and Documentation**

- A.** Each employee affected by the LOTO procedure shall be trained in the procedure. Records of training will be kept on site.
- B.** Each employer utilizing LOTO must establish a program and utilize procedures for affixing appropriate lockout or tagout devices to energy isolating devices, and to otherwise disable machines, piping or equipment to prevent unexpected release of stored or residual energy in order to prevent injury to employees.
- C.** Each employee shall be trained in the identification of the lockout / tagout device.

A log shall be maintained on site that identifies the following:

1. Date of usage
2. Number of locks and tags used
3. Contractors involved
4. Time of LOTO initiation
5. Time of LOTO removal
6. Designated competent persons

In the event a lock is left on the lockout device and all of the subcontractors have verified with Turner that the lock should be removed and the system is safe to energize, the Turner BUSD must be notified. After consultation between the BUSD and the Turner competent person, the abandoned lock may be removed.

This process must be DOCUMENTED to show you have followed all the steps to keep the workforce safe and have used “all reasonable means” to contact the employee. In the event an employee is discovered tampering with or violating the LOTO procedure, the employee will be removed from the project.

# Materials Handling and Rigging

## **I. Policy Statement**

Material handling and rigging incidents account for a large number of workers compensation claims annually. Each contractor working on a Turner project must comply with 29 CFR 1926, Construction Industry Regulations, Subpart H – Materials Handling, Storage, Use and Disposal, in addition to the following guidelines.

## **II. Procedures**

- A. General Material Storage:** Aisles and passageways must be kept clear at all times for the safe movement of material handling equipment and employees. Do not store material within 6' of any hoist way or interior floor opening. Do not store material within 10' of an exterior wall which does not extend above the material.

## **III. Rigging**

### **B. General Requirements**

1. Before each shift rigging equipment, including its fastenings and attachments, must be inspected by a competent person.
2. Inspections must also be conducted during use and where additional service conditions warrant.
3. Defective or damaged slings must be removed from service immediately.
4. Taglines shall be utilized to minimize worker exposure to falling and swinging loads.
5. Multiple lifts are prohibited, except as permitted in the Steel Erection section of this program.

### **C. Lifting Chains**

1. Alloy steel lifting chains must have a permanently affixed, durable identification tag stating size, grade, rated capacity and sling manufacturer.
2. Attachments, including, but not limited to hooks, rings, oblong links, pear-shaped links or other welded or mechanical links, must have a rated capacity at least equal to the lifting chain.
3. Job made shop hooks or links, makeshift fasteners formed from rebar or bolts or other such attachments are not allowed on Turner projects.
4. Additional lifting chain inspection criteria is based upon the frequency of use, the severity of the service conditions, the nature of the lifts being made and the experience gained on the service life of slings used in similar circumstances.
5. Lifting chains must be inspected, prior to each use. A written record must be provided to Turner upon request.

**D. Wire Rope Slings**

1. The manufacturer's safe working loads must be followed at all times.
2. Protruding wire rope must be covered or blunted.
3. Wire rope must not be used if, in any length of eight diameters, the total number of visible broken wires exceeds 10 % of the total number of wires.
4. Wire rope must not be used if it shows signs of excessive wear, corrosion or defects.
5. When used for eye splices, the U-bolt must be attached so the "U" section is in contact with the dead end of the rope.
6. Slings must not be shortened with knots, bolts or other makeshift devices.
7. Slings must be protected from sharp edges with padding, softeners or similar devices.
8. Shock loading of a sling is prohibited and slings must not be pulled from under a load when the load is resting on the sling.

**E. Synthetic Slings**

1. Each synthetic sling must be identified with the name of the manufacturer, rated capacities and type of material.
2. Nylon and polyester slings must not be used in temperatures in excess of 180 degrees F.
3. Synthetic slings must be immediately removed from service if any of the following conditions are present; acid or caustic burns, melting or charring of any of the sling surface, snag, puncture, tear or cut, broken or worn stitches or distorted fittings.

# **Motor Vehicles, Mechanized Equipment, and Marine Operations**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart O – Motor Vehicles, Mechanized Equipment, and Marine Operations in addition to the following guidelines.

## **II. Procedures**

All operations requiring the use of heavy equipment will require a pre-planning meeting to coordinate and prevent injuries to workers and the public.

- All motor vehicles and material handling equipment, with an obstructed view to the rear, must have a reverse signal alarm audible above the surrounding noise.
- A “spotter”, wearing an ANSI approved high visibility traffic vest, may be used in lieu of an alarm, but only if such devices are not routinely supplied on such a vehicle. Vehicle must never back “blind” on a Turner project.
- Forklift operator training records must be submitted to Turner prior to site use.
- A seatbelt must be provided and used when operating equipment, with rollover protection, on a Turner project.
- All windows must be in full working condition. Any equipment with broken glass of any size, including mirrors will be taken out of service.
- Each employee working near or crossing a site where equipment is in use must wear an ANSI Approved reflective vest.
- Equipment without a rollover protective structure (ROPS) or seatbelt is not allowed on any Turner project.
- Cell phones and radios should not be used while operating machinery.
- No one may work within 20’ of motorized equipment like an excavator, backhoe, loader etc. unless that persons presence is fundamental to the operation underway and the operator can observe the person at all times.

# **Outrigger Platforms**

## **I. Purpose / Scope**

The purpose of this section is to establish rules and guidelines in the design engineering, installation, and use of outrigger platforms. All contractor and subcontractors when using outrigger platforms while on Turner Construction Company projects shall follow the requirements below.

In addition, all outrigger platforms shall comply with all Federal, State and Local requirements and codes including all requirements by Turner Construction Company and Owner.

## **II. Requirements**

A Professional Registered Engineer shall design all outrigger platforms. A plate shall be permanently attached to the side of the platform that indicates, Date of Certification, Load Capacity and net weight of outrigger platform.

All platforms shall have a handrail system that meets and/or exceeds the OSHA standards, Subpart M. Handrails shall be so constructed so that they will withstand the minimum force per OSHA standards. The top rail of the handrail system shall be set at fourth-two (42) inches above the platform with the midrail at twenty-one (21) inches and with a minimum 3½ toe plate.

The front and rear of the platform may have removal railings consisting of wood, steel, wire rope and/ or chain. This removal system shall only be removed when material is being manually removed from the platform. When the platform is not being used all handrails shall be in place for employee's protection.

All employees using the outrigger platform shall be 100 percent tied off to a structure meeting the minimum OSHA requirements of 5000 lbs per attachment point. Also all other employees in the area of the outrigger platform when the handrails are down shall also be secured 100 percent of the time. NOTE: Tying off to the outrigger platform is prohibited.

Material to be landed onto the platform and/or material to be exported off of the platform shall not be stored on the outrigger platform when the platform is un-attended. Signs shall be posted noting the Fall Protection requirements set forth in these requirements and the Rated Load capability on the outrigger platform.

All employees working on and/or around outrigger platforms shall be trained in the proper procedures concerning the use of these platforms and all other requirements within. Outrigger platform shall not be used in high winds and/or inclement weather as per OSHA requirements referencing to in work on elevated platforms.

Contractors/Subcontractors are responsible for determining the weight of the load that they are about to hoist to ensure the weight of the load shall not exceed the capacity of the outrigger platform. Daily documented inspections shall be the requirement of the Contractor/Subcontractor that has control of the outrigger platform. Control means, the contractor hoisting material onto the platform.

### **III. Installation / Removal**

The placement of the outrigger platform shall be directed by Turner Construction Company and/or placed as close as possible to support columns. Placement of these platforms shall not interfere with other operations by other trades. Support posts used for securing the platform in place shall be a minimum of four (4) steel adjustable posts with top and bottom plates secured to avoid displacement. Ellis Jacks shall not be used for securing the outrigger platform in place.

Additional posts are required, at a minimum of two floors below the outrigger platform for additional support. These posts shall be at a minimum of four posts per floor and secured to avoid displacement. The platform itself shall also be secured to a substantial structure using a tieback system consisting of minimum of 2 wire rope cables of ½ diameter wire rope with a minimum of three cable clamps per connection. This tie back system consisting of a minimum of one wire rope cable per leg shall secure the outrigger platform in case of accidental displacement.

The rigging on the outrigger platform used to hoist and remove the platform for the elevated surface shall be inspected before hoisting the platform to ensure this rigging meets the OSHA requirements concerning rigging equipment. Cranes used to hoist platform shall meet OSHA requirements of the inspection of cranes.

In addition, all Federal, State and Local requirements and codes shall be followed at all times including all requirements by Turner Construction Company and/or the Owner.

# Personal Protective Equipment

## **I. Scope and Application**

Contractors are exposed to flying material chips, falling objects, heat, light and other hazards requiring special personal protective equipment. Each individual Contractor is responsible for issuing the proper personal protective devices to their Contractors. Federal, State and local safety rules shall be checked regarding the use of such equipment. Where available, use equipment approved by the National Institute of Safety and Health. Used personal protective equipment shall never be given to an employee without having been cleaned and sterilized.

- A. Head Protection:** (ANSI Z89.1) Hard hats shall be worn by all job Contractors and visitors while on the job site as a condition of employment or visitation. Impact resistant hard hats provide protection only when the inside web suspension is intact and is adjusted to correct head size with proper crown clearance. All hardhats shall be worn with the bill forward. No “soft top” welding shall be permitted. Cowboy type hardhats are prohibited.
  
- B. Eye Protection:** (ANSI Z87.1) Eye protection with side shields and/or one-piece goggles are required to be worn by all job Contractors and visitors while on the job site as a condition of employment or visitation. Prescription glasses wearers must also abide by this requirement by either wearing ANSI approved prescription safety glasses with side shield protection or by wearing a pair of safety glasses or goggles over their prescription glasses. All Contractors involved in pumping or pouring of concrete shall provide their employees at the point of discharge with a wire mesh face screen along with the required use of safety glasses to prevent caustic burns to the face. Cup type chipper goggles shall be used by workers in heavy breaking or drilling. Face shields shall be worn for protection from flying particles produced from light drilling, breaking, chipping and from power saws, and are particularly effective for Contractors who wear corrective glasses. Adapters for use with hard hats or caps are required. Shaded spectacle glasses or shaded face shields shall be worn by Contractors engaged in oxy-acetylene burning and welding by Contractors engaged as electric welders’ helpers. Shade 7, 8, 9 or darker is required. All Contractors engaged in electric or arc welding shall use welding masks and hoods. Contractors shall consult suppliers for the exact shade to match the amperage tube used.
  
- C. Respiratory Protection:** Contractors exposed to dust, fumes, and/or gases shall be provided with proper respiratory protection designed to protect against the particular substance encountered. The Contractor is solely responsible for the proper testing and training per Federal OSHA standards, and to provide the appropriate equipment. Refer to “Respiratory Procedures in the Environmental Section”.

- D. Hand Protection:** *Gloves shall be worn by all employees handling material & tools unless the JHA specifically states they are not required.* For sharp edges, cut resistant gloves must be worn, such as Kevlar fiber gloves. For sharp pointed objects and wire rope, leather gloves are more effective. Supervisors at all levels shall ensure the appropriate gloves are selected and worn for the hazard (i.e. thermal, chemical, cut, abrasion hazards, etc.). Those Turner and Subcontractor jobsite personnel not wearing gloves shall have them on their person.
- E. Foot Protection:** Contractors shall wear foot guards when working with soil tampers or where falling objects could be dropped on one's shoes. Thin sheet steel insoles are available to protect against nail punctures during stripping operations. All personnel will wear sturdy work boots, minimum ankle high, with durable side walls, toes, and soles. Soft shoes or sneakers are not permitted. Visitors shall wear appropriate sturdy shoes or be kept out of the construction area.
- F. Body Protection:** All personnel shall wear shirts and long trousers to protect against the elements and work site hazards. No sleeveless shirts, tank tops, mesh shirts, short, or sweat pants will be permitted. Sleeves shall extend a minimum of 4'' from the top of the shoulder. Special clothing is required when working in very hot, cold or wet work places, or when working with some chemicals, such as alkalis. Contractors are responsible to provide their employees with the proper clothing in these situations.
- G. Special Protective Equipment:** Construction Contractors working in certain operations (chemical work, etc.) shall be provided and wear the specialized protection equipment designed for that particular operation. (Wood-soled shoes, non-sparking tools, chemical goggles, etc.) The MSDS shall be consulted regarding protective equipment required.

# Protection of Openings and Open Sided Floors and Decks

## **I. Scope and Application**

Falls of workers from, and workers struck by materials falling from floors and decks of structures during construction are not frequent but are usually severe. The object of this Policy is to present the common methods of worker protection in these two loss areas.

Frequently, railings and covers shall be moved in order for material to be hoisted or to perform other work and then replaced. In either case, procedures and designs to facilitate swift and safe removal and replacement shall be developed during pre-job or pre-operational planning and strict enforcement of those procedures required. 100% positive fall protection is required and must be maintained during the installation and removal of these devices. The use of metal banding or chains (except when furnished by the manufacturer of the equipment) is prohibited as perimeter or other fall protection.

- A. Floor and Roof Openings:** Floor and roof openings shall be protected by a standard railing or cover. All “skylights” shall be protected in the same manner.
- B. Floor and Roof Opening Covers:** Covers shall support without failure at least twice the weight of the Contractors, equipment, and materials that may be imposed on the cover at any one time. All covers shall be secured so as to prevent displacement. All covers shall be color coded or marked with the words “hole” or “cover”.
- C. Standard Railing:** The top edge height of a top rail shall be 42 inches plus or minus 3 inches above the walking/working level.

Note: When Contractors are using stilts, the top height of the top rail shall be increased an amount equal to the height of the stilts.

Midrails shall be installed between the top rail and the walking/working surface at a height of 21 inches, or half the overall distance. Toe boards shall be a minimum of 3-1/2 inches in vertical height with only a quarter inch clearance off the floor. There shall be no opening greater than one inch between toe board members. The top rail shall have a breaking strength of 200 lbs. applied within two inches of the top edge, in any outward or downward direction at any point along the top edge.

Midrails members shall be capable of withstanding, without failure, a force of at least 150 pounds applied in any downward or outward direction at any point along the midrail. Additional midrail may be required if the top rail is greater than 45 inches in height. Toe boards shall be capable of withstanding, without failure, a force of at least 50 pounds applied in any downward or outward direction at any point along the toe board.

For wood railings, the posts shall be at least 2" x 4" stock spaced not more than 8 feet apart. The top rail shall be of 2" x 4" stock, and the intermediate rail shall be at least a one by six-inch board. Toe boards may be constructed of 3-1/2 inch board. No double-headed nails are to be used in the construction of these railings. For pipe railings, posts, top rails and intermediate railings shall be at least 1-1/2 inch nominal diameter (schedule 40 pipe) with posts spaced not more than 6 feet apart on centers.

For structural steel railings, posts, top rails and intermediate rails shall be at least 2" x 2" x 3/8" angles, with posts spaced no more than 6 feet apart on centers. When wire rope is used for guardrails, the cables may be 1/2 inch wire rope, but in no situation may they be less than 3/8 inch steel cable; any coatings used on the cables to prevent cuts or lacerations will be over the 3/8 inch diameter. When wire rope is used for top rails it shall be flagged at no more than six-foot intervals with highly visible materials. Posts shall not be more than 6 feet on center. For cable safety railings, cables shall be looped and triple clamped at the connecting points. Single cables running past each other with one clamp are not acceptable.

**AT NO TIME WILL ANY GUARDRAIL BE USED AS A HORIZONTAL ANCHORAGE FOR PERSONAL FALL ARREST EQUIPMENT UNLESS SPECIFICALLY DESIGNED AND MAINTAINED FOR THIS PURPOSE.**

# **Rebar Protection**

## **I. Scope and Application**

During the construction of reinforced concrete buildings, Contractors erect forms or perform other duties over exposed vertical or upturned reinforcing bars, bolts, or other protrusions (i.e., conduits/pipes/metal stakes/posts) that is **2" or smaller in diameter and 2" in height or taller is to be protected.** Serious injuries and deaths have resulted from falls on these protrusions. Also, floor slab reinforcing that extends beyond a section of slab in place can be an Incident hazard. Contractors are not permitted to work above vertical protruding objects unless it has been protected to eliminate the hazard of impalement. Several approved methods to protect against this hazard are:

Empty steel drums placed over the dowels until the column reinforcing is placed. The drums are then moved forward as the work progresses.

Shallow boxes made from scrap lumber used in the same manner as No. 1 above.

Plank covers for rows of bond bars.

Approved, reinforced rebar caps, designed for impalement protection. Mushroom caps are not permitted on Turner projects.

4" x 4" x 4" wood blocks drilled to bar size and used as No. 4 above.

Continuous 2"x4" wood rail secured to avoid displacement.

Wire mesh or reinforcing bars extending beyond a section of slab in place shall be bent down and secured to eliminate a tripping hazard. Otherwise, Contractors shall be prohibited from walking over the area.

# Scaffolds

## I. Policy Statement

Each Contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart L – Scaffolds, in addition to the following guidelines.

## II. Procedures

### A. General Requirements

#### 1. Capacity

- a. Scaffolds must be erected under the supervision of a competent person. The name and qualifications of this person must be submitted to Turner prior to the start of work.
- b. Scaffolds and their components must be able to support at least four times the maximum intended load.
- c. Contractors are required to have a, scaffold trained competent person, inspect all scaffolds including boom lifts and scissor lifts at the beginning of each shift prior to their use. This inspection must be accounted for by signing and dating an attached “green scaffold inspection tag”. This must be done at the beginning of each shift. This tag must remain on the scaffold for the duration of its use. **No one should be on a scaffold or lift that does not have a completed, signed and updated “green tag” attached to it.** If a scaffold is not correctly erected, not safe to be worked off of or a contractor does not want anyone to work off of, a “red tag” shall be attached to the scaffold or lift. This “red tag” indicates to all employees of all contractors that the scaffold or lift is not to be used. The absence of a tag on a scaffold or lift also means the scaffold or lift is not to be used.

#### 2. Platform Construction

- a. Each working platform on a scaffold must be fully decked or planked.
- b. Any gap in a working platform cannot exceed 1”.
- c. All planks or platforms must be cleated or overlap a minimum of 6”, but no more than 12”.
- d. Wooden scaffold planks must not be painted.
- e. Scaffold components from different manufacturers may be intermixed as long as they fit together without force and scaffold integrity is maintained.

#### 3. Supported Scaffolds

- a. Supported scaffolds with a height to base width ratio exceeding 4:1 must be stabilized from tipping by a solid connection such as guy wires, bracing, tying or other equivalent means. Note: a 3:1 ration may be required by State, Local or Client edits.
- b. When scaffolds are erected adjacent to structures, they must be secured to the structure every 26’ vertically and 30’ horizontally.
- c. Scaffold poles, legs, posts, frames and uprights must be placed on base plates and mudsills when required or other adequate firm foundations.

#### 4. Suspension Scaffolds

- a. All suspension scaffold support devices, such as outrigger beams, cornice hooks, parapet clamps, etc., must rest on surfaces capable of supporting at least 4 times the maximum intended load.
- b. Counterweights must be made of non-flowable material. Sand, gravel, water or similar material may not be used.
- c. Counterweights must be secured to the outrigger beams by mechanical means to prevent accidental displacement.
- d. Outrigger beams that are not bolted to the structure must be secured by tiebacks. The tiebacks must be attached to a structural member of the building. Standpipes, vents, conduit and other piping systems are not adequate structural members.

#### **5. Scaffold Access**

- a. When scaffold platforms are more than 2' above or below a point of access, proper ladders must be installed. Cross-bracing must never be used as a means of access.
- b. Stair rail and handrail systems must be smooth surfaced so as to prevent lacerations or puncture wounds.
- c. A competent person must evaluate and decide whether a ladder, or other safe means of access, is feasible during the erection and dismantling of scaffolds.

#### **6. Scaffold Use**

- a. Scaffolds and scaffold components must never be loaded in excess of their maximum intended loads.
- b. Scaffolds and scaffold components shall not be left loaded with material overnight.
- c. A competent person must inspect each scaffold before every shift and after any occurrence that may affect its structural integrity.
- d. The competent person will "tag" the scaffold "in service" or "out of service" prior to employee use. They will attach a green tag, at the point of entry, when the scaffold is in service. The tag is to be signed and dated each time the inspection is conducted. A red tag shall be attached, at the point of entry when the scaffold is deemed unsafe for use. No one should be working off an untagged, green tagged scaffold that does not have current inspection documented, or a red tagged scaffold.
- e. Scaffolds cannot be erected, moved, dismantled or altered except under the supervision of a competent person.
- f. Snow, ice and other slippery conditions must be eliminated before employees are allowed access to a scaffold.

#### **7. Fall Prevention**

- a. A Personal Fall Arrest System (PFAS) or guardrail system must be in place on all scaffolds.
- b. Each employee on a single-point or two-point suspension scaffold must be protected by a PFAS and guardrail system.
- c. The use of fall prevention devices are required during the erection or dismantling of a scaffold.
- d. When vertical lifelines are used, they must be protected from surface abrasion.
- e. A top rail and mid rail are required in addition to the cross bracing. The top rail shall be 42", + or - 3" in height. Mid rails must be half

the distance from the top rail height to the platform deck. Toe boards should be constructed from 2"x4" material, or equivalent and must meet existing state or client requirements.

#### **8. Falling Object Protection**

- a. The area below a working scaffold must be barricaded to protect employees from a falling object hazard.

### **B. Requirements for Specific Scaffold Types**

1. **Tube and Coupler Scaffolds:** Tube and coupler scaffolds, in excess of 125', must be designed by a registered professional engineer (RPE). A self closing, swing gate must be used at the access point on any working level platform of the scaffold.
2. **Fabricated Frame Scaffolds:** Frames and panels must be braced by cross, horizontal or diagonal braces. Frames and panels must be joined together vertically by stacking pins or equivalent couplings. Frame scaffolds, in excess of 125', must be designed by an RPE. A self closing, swing gate must be used at the access point on any working level platform of the scaffold.
3. **Pump Jack Scaffolds:** Brackets, braces and accessories must be fabricated from metal. Each pump jack bracket must have two positive gripping mechanisms to prevent failure.
4. **Mobile Scaffolds:** Mobile scaffolds must be braced by cross, horizontal or diagonal braces based on manufacture's requirements to prevent racking during movement. Wheels must be locked when in use. Mobile scaffolds may not be moved with persons aboard. Caster and wheel stems must be pinned to the scaffold legs or adjustment screws. The height to base width ratio on a mobile scaffold cannot exceed 4:1 unless it is braced with outrigger frames. In addition, if more than one section is used on this type of scaffold, outriggers must be used.

### **C. Aerial / Scissor Lifts**

1. Field modifications are not allowed on aerial lifts.
2. Only authorized and trained individuals may operate aerial lifts. Documentation of this training must be submitted to Turner.
3. Employees must use personal fall arrest systems (PFAS) when working from articulating boom platforms and scissor lifts.
4. Employees must keep both feet on the floor of the basket and/or working platform of any aerial/scissor lift and not stand on the railing during use.
5. Man baskets such as those utilized from fork truck type vehicles are not allowed on Turner projects.

### **D. Scaffold Training Requirements**

1. Each employee that works on a scaffold must be trained by a qualified person in the recognition and avoidance of hazards associated with the type of scaffold they will be required to work from. Documentation of this training must be submitted to Turner.
2. Each employee that is involved in the erection, dismantling, moving, operating, repairing, maintaining or inspecting of a scaffold must be trained by a qualified person in the recognition and avoidance of hazards associated with these operations. Documentation of this training must be submitted to Turner.

# **Signs, Signals and Barricades**

## **I. Policy Statement**

All employees of the Turner Construction Company and its subcontractors will comply 29 CFR 1926, Construction Industry Regulations, Subpart G, Signs, Signals and Barricades, at a minimum, in addition to the following.

## **II. Procedures**

- A.** Required signs will comply with the OSHA standards described in 1926.200.
- B.** Where areas may require additional awareness or present unique danger, the use of warning tape may be necessary.
  - 1.** For areas that require additional caution, (e.g. uneven surfaces, wet surfaces) yellow “caution” tape should be used. Caution tape does not prohibit access.
  - 2.** For areas where entry and travel are prohibited, (e.g. areas where fall protection is being erected or areas with overhead work being performed) red “do not enter” tape should be used. “Do not enter” tape is intended to prohibit access and should not be used in areas where physical barricades are required as a substitute for required physical barricades.
  - 3.** The intent of the warning tapes is to notify of hazards that may arise during construction activities. Every effort should be made to correct these situations with permanent solutions in a timely fashion.
  - 4.** The yellow, caution tape and the red, danger tape should be removed when the hazard no longer exists.
  - 5.** All flagmen shall be trained on appropriate procedures before controlling traffic, as required by the Manual on Uniform Traffic Control Devices (MUTCD) and any Municipal or State guidelines.
- C.** All flagmen shall utilize sign paddles and shall be outfitted with high visibility garments, as required by current ANSI standards. All PPE and traffic control equipment shall be outfitted with reflectorized material for night work as required by current ANSI standards.
- D.** All crane and hoist signals shall comply with applicable ANSI standards.
- E.** All traffic control devices shall comply with the MUTCD and any applicable Municipal or State guidelines.

# **Spray on Fireproofing**

## **I. Scope and Application**

Spray-on Fireproofing Operations can create a number of safety, health, and environmental hazards if not carefully managed. The hazards from overspray and fall-out of spray-on fireproofing may be further aggravated by blowing wind.

The following shall be required to keep potential hazards to a minimum:

- A.** Contractors who spray and mix fireproofing material shall wear NIOSH approved respirators for toxic dusts.
- B.** Other trades shall be kept out of the areas being sprayed.
- C.** Floors shall be cleaned of spray fall-out as it accumulates and this placed in bags or in closed containers by the Contractor.
- D.** When fireproofing is completed in an area or on a floor, the material shall be completely removed from the floor before the overspray protection is removed.
- E.** All fireproofing material that has collected on or in the overspray protection shall be completely removed as the protection is removed. No material shall be allowed to fall outside of the building or left on the floor.
- F.** Dust created by dumping dried bagged material into the mixer shall be controlled.
- G.** Empty bags shall be neatly stacked and tied. No dried material shall be allowed to contaminate the area.

To contain overspray, exteriors shall be enclosed. To avoid disturbing fireproofing on exterior columns and spandrel beams, considerable care shall be taken when removing protection. It is recommended that plastic tarpaulins be used as the spray fireproofing will not stick to this material.

Special care shall be taken to minimize overspray from the cementitious spray-on fireproofing on floors and platforms to avoid causing exceedingly slippery conditions. The Contractor is solely responsible to keep the spray on fireproofing work area cleaned up on a continuous daily basis.

# **Stairways and Ladders**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart X – Stairways and Ladders, in addition to the following guidelines.

## **II. Procedures**

### **A. General Requirements**

A stairway or ladder must be provided at all personnel points of access where there is a break in elevation of 19” or more.

### **B. Stairways**

1. When doors from an office or storage trailer open directly onto a stairway, a platform must be provided and the swing of the door must allow an additional 20” to prevent the door from striking an employee.
2. Employees are not allowed to use metal pan stairs unless they have been fitted with wooden filler blocks or poured with concrete.
3. Stairways with four or more risers or rising more than 30”, whichever is less, must have a stair rail or handrail along each unprotected side or edge.

### **C. Ladders Last Policy**

1. **Ladder use on Turner Construction projects will be allowed only when it has been determined that it is unfeasible to use all other options to complete the task.**
2. **If it is determined that a ladder is the only means of performing the job at elevated height, a ladder permit must be submitted prior to starting work. At no time will a ladder be on site without a current permit and safety checklist.**
3. **Use of job built ladders is prohibited on Turner Construction Projects. Temporary stair towers or prefabricated stairs shall be used to access different building levels.**

## **III. Procedures for identifying and responding to all tasks that require the use of a device that allows work from height:**

1. Prior to beginning work, the subcontractor or superintendent (for self perform work) shall evaluate all tasks that require individuals to work at elevated heights. It is the expectation that these tasks will be performed using methods other than a ladder. Use of lifts and portable scaffold devices shall be the preferred method to perform this type of work.
2. If it is determined that a ladder must be used:
  - a. The subcontractor shall complete the Turner Construction Ladder Use Permit and have it reviewed and approved by the Turner Superintendent.

- b. **Workers must maintain three points of contact at all times when working from a ladder. If this cannot be done, worker must tie off at any height.**
- c. When working at a height greater than six (6) feet, 100% fall protection is required. A retractable is the only option in this case.
- d. Prior to starting work each shift, The **Turner Construction Ladder Safety Inspection Checklist** shall be completed affixed to all ladders.
- e. Platform ladders shall be the ladder of choice on Turner Construction projects.
- f. **Prior to using a ladder, the Turner Superintendent will review and approve the Job Hazard Analysis, Pre Task Plan, and Ladder Use Permit.**

#### **IV Training**

Each employee involved in stair and ladder use must be trained by a competent person in the recognition and avoidance of stair and ladder hazards.

# **Steel Erection**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, and Subpart R – Steel Erection, in addition to the following.

## **II. Procedures**

### **A. General Site, Erection and Construction Sequence Requirements**

1. The controlling contractor, in most cases Turner, must provide the steel erector written notification that the concrete has reached sufficient strength to support the anticipated loads during steel erection.
2. The controlling contractor must ensure that site access roads and storage areas are adequate for the safe delivery and movement of cranes, trucks and other equipment necessary to erect steel.
3. A site-specific erection plan must be developed by a qualified person and submitted to Turner prior to the start of work.
4. A site-specific fall prevention plan must be developed, submitted to Turner and administered by a competent person prior to the start of work. The plan must include Job Hazard Analysis' (JHA's) and Pre-Task Planning (PTP) meetings.
5. The controlling contractor must ensure that state and municipal permitting issues are addressed when off loading steel and /or materials on public roads.

### **B. Hoisting and Rigging**

1. Cranes being used in steel erection must be visually inspected by a competent person prior to each shift.
2. A qualified rigger must inspect all rigging to be used prior to each shift. The resume of the qualified person must be submitted to Turner for review prior to the start of work.
3. Routes for suspended loads must be pre-planned to ensure that no employee is required to work directly below a load, unless they are engaged in the connection of the steel.
4. Multiple lift rigging of structural steel members may be performed when the following conditions are met:
  - a. The subcontractor's multiple lift procedure is submitted to and approved by Turner Construction for each individual project.
  - b. A multiple lift rigging assembly is used.
  - c. A maximum of three members are hoisted per lift. Check state and local ordinances as this number may be reduced.
  - d. Only beams and similar structures are lifted.
  - e. All employees engaged in the activity have been trained in the specific procedures identified in OSHA Subpart R, 1926.761.

**C. Structural Steel Assembly**

1. There should never be more than four floors or 48', whichever is less, of unfinished bolting or welding above the foundation or permanently secured floor. An exception would be if the structural integrity were maintained as a result of the design.
2. A fully planked or decked floor or nets must be maintained within two stories or 30', whichever is less, directly below where erection work is being performed.
3. Shear connectors, also known as "Nelson studs", must not be attached to the top of the beam until after the decking has been installed.

**D. Beams and Column Anchorage**

1. All columns must be anchored by a minimum of 4 anchor bolts.
2. All columns must be evaluated by a competent person to determine whether guying or bracing is necessary.
3. During the placing of structural beams, the load must not be released until a minimum of two bolts, per connection, are secured in place.

**E. Personal Fall and Falling Object Prevention**

1. All material, equipment and tools must be secured against accidental displacement while aloft.
2. Each employee engaged in a steel erection activity that is on a walking or working surface with an unprotected side or edge 6' or more above a lower level, must be protected from fall hazards by safety net systems, guardrail systems or personal fall arrest systems. Turner Construction has a 100% Fall Protection ZERO TOLERANCE POLICY. AT NO TIME SHALL ANYONE BE AT A HEIGHT > 6' WITH OUT BEING PROTECTED. This includes connectors and any employee installing metal decking.

**F. Training**

1. All training must be provided by a qualified person, knowledgeable in the recognition and avoidance of hazards associated with steel erection. Documentation of this training must be submitted to Turner.
2. Training includes, but is not limited to; fall hazards, multiple lift rigging and steel connection.

# **Traffic Control**

## **I. Scope and Application**

When operations are such that signs, signals, and barricades do not provide the necessary protection on or adjacent to a highway or street, flagmen, or other appropriate traffic controls shall be provided by the Contractor completing the operation.

Signaling directions by flagmen shall conform to American National Institute D6.1-1971. Hand signaling by flagmen shall be by use of red flags at least 18 inches square or sign paddles, and in periods of darkness, red lights. Flagmen shall be provided with and shall wear a red or orange warning garment while flagging. Warning garments worn at night shall be reflectorized material.

All Contractors receiving materials are solely responsible for the traffic control during the unloading processes and shall provide the necessary personnel to complete such tasks. All efforts shall be made to ensure trucks with materials are unloaded on site.

# **Underground Construction, Caissons, Cofferdams and Compressed Air**

## **I. Policy Statement**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart S – Underground Construction, Caissons, Cofferdams and Compressed Air, in addition to the following guidelines.

## **II. Procedures**

- A.** The employer must control access to all openings to prevent unauthorized entry underground. Unused chutes, man ways, or other openings must be tightly covered, bulkheaded, or fenced off and must be posted with warning signs stating “Keep Out”, or similar language.
- B.** The employer must assign and submit the resume of the competent person responsible for monitoring the air quality during underground construction.
- C.** The atmosphere in all underground work must be tested prior to an individual entering and constantly as long as the person is in the underground construction area to assure that the atmosphere contains at least 19.5% oxygen, but no more than 23.5% oxygen. These tests must be conducted before testing for air contaminants.
- D.** The atmosphere in all underground work must also be tested quantitatively for hazardous materials such as carbon monoxide, nitrogen dioxide, hydrogen sulfide, and other toxic gases, dusts, vapors, mists and fumes.
- E.** If an IDLH (Immediately Dangerous to Life and Health) atmosphere is present, the caisson then becomes a permit required confined space and Turner’s Confined Space Entry Procedure is implemented.
- F.** The competent person must keep a daily record of all air quality test results and submit those results to Turner, upon request.
- G.** The full depth of the shaft must be supported by casing or bracing.
- H.** The casing or bracing must extend 42” + or – 3” above ground level.
- I.** This height may be reduced to 12”, provided a standard railing is installed, the ground surrounding the shaft is sloped away from the shaft and effective barriers are in place to prevent mobile equipment from jumping over the 12” barrier.

# Welding and Cutting

## **I. Policy Statement**

Each contractor working on a Turner project must comply with 29 CFR 1926, Construction Industry Regulations, Subpart J – Welding and Cutting, in addition to the following guidelines.

## **II. Procedure**

### **A. Gas Welding and Cutting**

#### **1. Transporting, Moving and Storing Compressed Gas Cylinders**

- a. Valve protection caps must be in place and secured.
- b. Cylinders must be moved by gently tilting and rolling them on their bottom edges.
- c. When cylinders are hoisted by cranes, or other mechanical means, magnets or choker slings must not be used.
- d. When cylinders are moved by powered vehicles, they must be secured in a vertical position to the vehicles by a metal bracket designed for this purpose.
- e. A suitable steadying device must be in place to keep cylinders in a vertical position when in use.
- f. Oxygen cylinders in storage must be separated from fuel gas cylinders by a minimum distance of 20'. A secondary option is to separate the cylinders using a non-combustible barrier at least 5' high that has a fire rating of ½ hour.

#### **2. Placing Cylinders**

- a. Cylinders must be kept far enough away from the actual welding or cutting operation so that slag, sparks or flame will not reach them.
- b. Cylinders containing oxygen, acetylene or other fuel gas must not be taken into confined spaces.

#### **3. Treatment of Cylinders**

- a. Cylinders, regardless of whether they are full or empty, must not be used as rollers or supports.
- b. Damaged or defective cylinders must be taken out of service immediately.

#### **4. Use of Fuel Gas**

- a. The employer must instruct the employee in the safe use of fuel gas.
- b. Before a regulator is connected to a cylinder valve, the valve must be opened slightly and closed immediately. This “cracking” of the valve must be done each time before a regulator is connected.
- c. Flashback arrestors must be installed and used according to manufacturer’s recommendations. Under these circumstances, the arrestors are designed to stop the backflow (reverse flow) of unwanted gas and/or flashback into the upstream equipment.
- d. Flashback arrestors must be routinely inspected, per manufacturer’s recommendations.

## **5. Regulators and Gauges**

- a. Oxygen and fuel gas pressure regulators must be in proper working order, per manufacturers' recommendations, while in use.

## **B. Arc Welding and Cutting**

### **1. Manual Electrode Holders**

- a. Only manual electrode holders designed for arc welding and cutting, and are capable of handling the maximum current, can be used.
- b. Any and all current carrying parts of the holder must be fully insulated.

### **2. Welding Cables and Connectors**

- a. All arc welding and cutting cables must be completely insulated, flexible and capable of handling the maximum current necessary to complete the work.
- b. Terminal connections at the welding machine must be protected against inadvertent contact to eliminate any chance of arcing across connectors.
- c. The cables must be free from splices or repair, a minimum distance of 10', from the cable end to the electrode holder.
- d. Cables in need of repair, beyond the distance noted above, can be repaired using friction or rubber tape, per manufacturers' recommendations.

### **3. Machine Grounding**

- a. The ground return cable must have a current carrying capacity equal to or greater than the maximum specified output of the arc welding or cutting unit.
- b. When a single ground is used to service several machines, the current carrying capacity must be equal to or greater than the total maximum specified output of all the machines which it services.

### **4. Shielding**

- a. All arc welding and cutting operations must be shielded by non-combustible or flameproof screens, which protect employees and other persons working in the area from the direct rays of the arc.

### **5. Fire Prevention**

- a. When practical, the object to be welded, cut or heated should be moved to a designated safe location, away from flammable liquids and other combustibles.
- b. If the object cannot be moved, positive means must be taken to confine the heat, sparks and slag.
- c. A 20 lb., ABC dry chemical extinguisher or equivalent must be immediately available, within 50 feet of the work area and gas storage area, and must be maintained in a state of readiness for instant use.
- d. Drums, containers or hollow structures, which have contained toxic or flammable substances, must be filled with water and thoroughly cleaned, ventilated and tested before welding or cutting on them.
- e. Hot Work Notifications must be used and are valid for one shift only.
- f. A fire watch must be maintained at least 30 minutes (60 minutes depending on client expectations) after the hot work completion.

**Section C**  
**Environmental Issues**

# Asbestos

## **I. Scope and Application**

Asbestos is a widely used, mineral-based material that is resistant to heat and corrosive chemicals. Typically, asbestos appears as a whitish, fibrous material, which may release fibers that range in texture from coarse to silky; however, airborne fibers that can cause health damage may be too small to see with the naked eye.

The Contractors are not required to perform any work involving asbestos or asbestos-like materials unless specifically stated in a contract. However, if contractors suspect the presence of such materials at any work site, they shall immediately inform their supervisor.

If a Contractor is required to work in and/or around asbestos, that Contractor is solely responsible to meet all applicable Federal OSHA standards regarding asbestos.

- General Requirements
- Contractors shall not touch, remove, demolish, or in any other manner disturb materials that are suspected to contain asbestos.
- Contractor's superintendents will immediately stop work in the affected area and will inform Turner Construction Company if asbestos is suspected to be present at a location.

# **Blood Borne Pathogens**

## **I. Scope and Application**

Blood borne Pathogens are disease-causing organisms transmitted through contact with infected blood and other bodily fluids. Diseases such as the Human Immunodeficiency Virus (HIV) and Hepatitis B are among the most common forms of blood borne pathogens. Any exposure to an infected individual's body fluids may result in transmission of blood borne pathogens, which could lead to disease or death.

## **II. Requirements Scope and Application**

- When dealing with blood or other bodily fluids, Contractor employees are required to follow Universal Precautions. According to the concept of Universal Precautions, all human blood and other human body fluids are treated as if known to be infectious for HIV, Hepatitis B, and other blood borne pathogens.
- All Contractors are required to make available to their employees rubber gloves rated at 5 microns or less and resuscitation masks.
- All Contractor certified first aid providers are required to wear disposable latex gloves and eye protection while performing first aid on an injured individual. If rescue breathing or CPR is performed, a resuscitation mask shall be provided by the Contractor for the protection of the injured and the provider.
- All blood spills shall be immediately contained and cleaned with an anti-viral solution, or by a solution of bleach and water by the Contractor. (Unless local authorities prohibit such action)
- Any material saturated with blood shall be considered Regulated Waste. This means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; and items that are caked with dried blood or other potentially infectious materials. Discarded Band-Aids and gauze containing small amounts of blood products are not considered regulated waste. Disposal of all regulated waste shall be the responsibility of emergency medical personnel or the Contractor of the injured employee.

## **III. Training**

At least two of each Contractor's onsite personnel shall be trained in First Aid and CPR, and they shall also be trained in the decontamination of blood spills. Contractors are solely responsible for this training.

# Carbon Monoxide

## **I. Scope and Application**

Carbon monoxide is formed by the incomplete combustion of carbonaceous materials such as coke, oil, gasoline, and natural or manufactured gas. It is flammable, toxic, non-irritating, tasteless, odorless, and heavier than air. When inhaled it combines with hemoglobin of blood, excluding oxygen from the tissues, ultimately resulting in asphyxia. Some of the common symptoms of carbon monoxide poisoning are shortness of breath, headache, dizziness, muscular weakness and nausea.

Temporary heaters and/or gasoline motors used where people are working in confined and/or depressed areas produce the greatest carbon monoxide poisoning exposures and are prohibited on this project.

- **Contractor Testing Requirements** - Use of any device that discharges the products of combustion into a inside work area of any employee requires testing defined below:
- Test the work area to determine the concentration of carbon monoxide at least three times each 8 hour period.
- Test several different points within the area and at the breathing heights of an employee.
- Maintain a record of these tests, noting the date, time and result of each test.
- Remove the employees from the area when the concentration of carbon monoxide reaches 25 PPM (.005%). Ventilation shall be provided to reduce the concentration below 25 PPM before the employees are allowed to resume work in the area.
- Test more often than 3 times per day when the concentration of gas increases to 20 PPM.

Contractor use of Solid Fuel Salamanders - Prohibited within buildings and on scaffolds.

# Carbon Tetrachloride

## **I. Scope and Application**

Carbon Tetrachloride (CCl<sub>4</sub>), a poisonous, nonflammable, colorless liquid, has been used extensively as a cleanser and as a fire extinguishing agent. Individuals have died from exposure to its fumes even while working in the open in a short period of two hours. The usual symptoms are nausea and headache. The liver is violently attacked and death follows swiftly.

The use of Tetrachloride solvents is prohibited on this project. If there is an exceptional condition that requires the use of this chemical, elaborate precautions for ventilation, respirators, etc. shall be followed, and prior approval given by the Turner Construction Company Superintendent.

Fire extinguishers containing tetrachloride are prohibited on this project.

- A. Alternate Cleaning Solvents:** Safer cleaning fluids with lower toxicity which is not cumulative and that do not react with steel, aluminum, copper or brass are required. Adequate ventilation is required.
  
- B. Cleaning Solvent Protection:** Rubber Gloves or Protex shall be used as all solvents remove oil from the skin. Protex - One of the "Invisible Glove Compounds", this is a protective cream put out by DuPont in jars. It is applied to the skin, which is exposed to these solvents and acts as protection. It is available in most paint and hardware stores.

# Confined Spaces

## **I. Scope and Application**

According to the National Institute of Occupational Safety and Health (NIOSH) the definition of a confined space is one which by design has limited openings for entry and exit, and unfavorable natural ventilation which could contain or produce dangerous air contaminants. On this project we may create many temporary confined spaces by operating in areas prior to the permanent ventilation system being installed. Hazardous confined spaces are divided into three main categories:

- A. Lack of Oxygen:** Normal air is 21% oxygen by volume. Shall the percentage drop to near 17% drowsiness and impaired ability to think clearly occur. Anything below 12% causes unconsciousness.
  
- B. Combustible or Explosive:** Any contaminant in a confined space creates the possibility of fire or explosion. Heat, static electricity, etc. can cause ignition. Many gases are heavier than air and collect in the bottom of pits, trenches, sewers, and rooms. Not only gases are a problem, dusts too can be explosive. Many operations, particularly cutting and welding, create hazards in confined spaces since the use of any combustible or explosive chemical in a confined space allows the buildup of dust and vapor.
  
- C. Toxic Atmosphere:** We are all aware of the dangers of toxic substances in storage tanks, the less obvious are the toxic situations you might find in construction. Toxic chemicals can be brought into confined spaces. Welding, cutting, painting, etc. can raise the level of chemicals in a confined space to hazardous levels. We shall recognize that confined space hazards exist in construction and are not a problem confined to storage tanks, silos, etc.

**There are two (2) types of confined space:**

- 1. Non-Permit Confined Space
- 2. Permit-Required Confined Space

**Non-permit confined space is defined as any space that:**

- 1. Has a limited or restricted means for access and egress.
- 2. Is large enough and configured in such a way that an employee can bodily enter and perform work.
- 3. Is not designed for continuous occupancy.
- 4. Does not pose a health or safety risk as described in permit-required confined space

Examples include but are not limited to non-energized HVAC equipment, certain trenches and excavations. These shall be evaluated by the “competent person” in charge of the work who is fully familiar with the standards relating to confined space.

**Permit-required confined space is defined to include one or more of the following:**

1. Contains or has the potential to contain a hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration that could trap or asphyxiate an entrant.
4. Contains any other recognized serious safety or health hazard.

Examples of this type of space include but are not limited to: caissons, tanks, vessels, and underground piping and tunneling.

**D. Requirements:**

***Contractor responsibility:***

- Identify the Confined Space.
- Coordinate for shut off, lock out and tag out all energy sources and mechanical hazards.
- Verify ventilation or engineering controls of the confined space.
- Obtain test results of the atmosphere from the subcontractor.
- Verify rescue and fall protection requirements are being utilized
- Coordinate with the Turner project staff all requirements for the confined space operation.
- Inform the Turner Construction Company Superintendent of the “competent person” designated for the work.
- Submit their Confined Space Program to the Turner Construction Company Superintendent for review and approval.
- Atmosphere testing at start of work and after a distinctive break (i.e. lunch break).
- Coordinate for local rescue teams services and confirm they are trained in confined space entry/rescue.
- Have on site the fall protection, perimeter protection, signage and personal protective equipment necessary for working in a confined space.
- Mechanical and alternate means to evacuate personnel from the confined space.

**E. Training:** Entrants, attendants, rescuers and entry supervisors shall be trained by the Contractor or his designee prior to performing any duties relating to permit-required confined space.

**F. Recordkeeping:** Copies of all Contractor atmosphere testing, entry logs, training, and any medical records shall be given to Turner Construction Company for record retention.

# Contaminated Spills

## **I. Scope and Application**

Contaminated spills are the introduction of undesirable element or substances into the ground that may or may not impact the environment in a negative way. This can be caused by several sources both past and present. Contamination refers to the impact of these sources in any amount and at any degree below or above permissible levels for health and safety toward the environment or to life. Hazardous means it has elevated above the permissible levels for health and safety toward the environment and life and is regulated under government standards.

Turner Construction Company's primary concern is to protect the workers and the environment in the event of an Incidental spill on this project.

### **A. Requirements of Contractors**

- a. If a spill occurs at the project, the spill shall be isolated/contained to prevent contamination of the surrounding area, waterways, sewer systems or any other environmental impact.
- b. The Contractor is responsible for all the costs associated with the cleanup and disposal of the contaminated/hazardous materials.
- c. If a spill occurs, the Material Safety Data Sheet (MSDS) for the chemical will provide the emergency information necessary to address the spill. Also, the emergency cleanup team will need a copy of the MSDS in order to begin the cleanup process.
- d. The Contractor shall immediately notify Turner Construction Company in the event of any spill.

**B. Training:** All Contractors shall have the appropriate trained employees assigned to the project that are capable of handling spills. Whenever chemicals are brought on site the material safety data sheet shall be reviewed with all personnel exposed to its usage

**C. Recordkeeping:** All Contractor records regarding spills shall be copied and given to Turner Construction Company for filing.

# **Fluorescent Lamps**

## **I. Scope and Application**

In addition to the possibility of cuts from glass fragments, serious injury can result from broken fluorescent tubes due to the release of the small amounts of mercury vapor they contain. Mercury vapor, even in very minute quantities, is poisonous. Persons exposed in close proximity or who are cut shall consult a doctor immediately so they may take necessary precautions.

Special regulations also affect the disposal of fluorescent lamp ballast's that contain PCB's.

Contractors who shall complete work with fluorescent lamps shall get prior approval from the Turner Construction Company Superintendent.

## **Fluorescent Lighting Circuits**

### **I. Scope and Application**

In 1996, 25% of fatal construction Incidents were caused by electricity. This statistic is too high, and we need to be aware of electrical safety. Some of these fatalities were caused by 277 volt fluorescent lighting circuits.

Multi-gang lighting toggle switch boxes (see attachments) are available in standard two, three, four, five, six, seven, and eight gang. Although it is common on commercial projects to install three or more switches in a single box, it is important to understand how dangerous these boxes are. They are particularly dangerous when used to control 277 volt fluorescent lighting circuits.

In a three gang switch box, when one switch is on a different circuit than the other two, this means that the box contains two different phase (positive) legs and the voltage across these legs (phase to phase) is 480 volts. The misconception is that the lighting system is only 270 volts without giving any thought to the potential that there are 480 volts in the box.

If you notice wires (brown, orange, yellow or gray – “boy”) in outlet, junction, or pull boxes, you shall not touch or move them, since they may be energized and have the required National Electrical Code colors for a 480 volt system.

Only trained Contractor electricians are to work on toggle switches that control 277 volt fluorescent lighting circuits.

# Hazard Communication

## **I. Scope and Application**

The OSHA Hazard Communication Standard requires that all employers with employees exposed to hazardous chemicals at their worksite establish a hazard communication program. The regulation is more commonly known as “HazCom” or the “Right to Know Law”. This program shall transmit information to the employees about the hazardous chemicals they are, or may be, exposed to at the site. This is accomplished by labels on containers, Material Safety Data Sheets (MSDS), hazardous chemical jobsite survey and training programs.

**A. Material Safety Data Sheets (MSDS's)** - The Turner Construction Company Superintendent with the help of his staff is responsible for obtaining and maintaining the on-site file of all MSDS's supplied by distributors, manufacturers, and subcontractors. While all MSDS's may not be uniform in appearance, they shall convey the same message:

1. Identity of the product
2. Known acute and chronic health effects
3. Exposure Limits Threshold Limit Values (TLV's)
4. If the product is a suspected carcinogen
5. Personal protective equipment to be used
6. Emergency and First-Aid Procedure
7. Identification of the party responsible for the MSDS
8. Target organ affected

Turner Construction Company shall ensure that an MSDS is obtained with each shipment of any material on the hazard substance survey list, shall one not be obtained at that time, they shall follow-up in writing to the parties involved to obtain one within 72 hours of the notification.

### **B. Container Labeling**

1. The Turner Construction Company Superintendent and/or his designee shall verify that all containers received for use are:
  - a. Clearly labeled as to content
  - b. Appropriate warnings noted, and
  - c. Names and addresses of the manufacturers listed
2. A written description of the labeling system used by each subcontractor is required to be submitted, along with alternatives to the original label used. All secondary containers used with small quantities of a given material shall also be properly labeled.
3. Labels may be in writing, pictures, numerical system, or any combination of the above. The message shall be understood as to the nature of the hazard, personal protective equipment needed, parts of the body effected, and emergency procedures to take.

### **C. Employee Training and Education**

1. The Turner Construction Company Superintendent is responsible for the training of Turner Construction Company employees with regards to the Hazard Communication policy and program. All Contractors and Sub-contractors are responsible to train their own employees.
2. Training of all personnel can include, but not limited to:
  - a. In-house seminar

- b. Guest speakers
  - c. Use of visual aides
  - d. On-site updates of new products and materials and other related hazards
3. Instruction shall include, but not limited to:
- a. How to read and understand the information provided on the MSDS's and labels supplied by the subcontractors and suppliers
  - b. An overview of the requirements contained in the Hazard Communication Standard
  - c. Discussion of chemicals included in welding or burning, cement, cleaning solvents, gluing processes, wood dust processes, and other such common items
4. After attending the training session, each employee will sign a form to verify that they have been properly trained with regards to the Hazard Communication Standard and that they understood the project's policy regarding this standard. The form is to be filed at the jobsite. Training of all new Turner Construction Company personnel will take place as they are assigned to their respective position.

**D. Hazardous Non-Routine Tasks**

1. Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their Contractor about hazardous chemicals to which they may be exposed during such activity. The information shall include, but not limited to:
- a. Specific chemical or process hazards
  - b. Protective/safety measures that the employee will take to prevent exposure
  - c. Measures the project has taken to lesson the hazard including ventilation, respirators, presence of other employees, and emergency procedures
2. An example of non-routine tasks is confined space entry, i.e. checking the bottom of caissons, entering manholes, etc.

**E. Contractor Hazard Communication**

1. All contractors, subcontractors, and sub-subcontractors are solely responsible to abide by the Hazard Communication Standard in regards to the training of their own employee, their MSDS Recordkeeping, their notification procedures, and any other aspects of the requirement.
2. All contractors, subcontractors, and sub-subcontractors are to supply the Turner Construction Company Superintendent with a written copy of their Hazard Communication Program along with MSDS's of any chemical materials brought on to the jobsite.

**F. Exchange of MSDS's**

1. The exchange of MSDS's on this project shall take place initially when the contractor comes onto the site at regular site safety meetings, and/or at any other designated time by the Turner Construction Company Superintendent.
2. All contractors, subcontractors, and sub-subcontractors are to abide by this exchange and are to immediately inform the Turner Construction Company Superintendent of any new chemical substances brought onto the jobsite.

**G. Updating Inventory Listings**

1. The updating of chemical inventory lists shall be completed as new MSDS's are received. Updated lists shall be exchanged at the regular site safety meeting. A master list shall be kept at the Turner Construction Company office.
2. All contractors, subcontractors, and sub-subcontractors are to abide by this updating exchange and are to immediately inform Turner Construction Company Superintendent of any new chemical substances brought onto the jobsite.

# Lead

## **I. Scope and Application**

Lead is a hazardous material and thus is highly regulated to protect people (workers and public) and the environment. Lead can get into your body as fumes containing lead are formed during the melting or paving process when lead is heated to extreme temperatures, i.e., plumbing, removing paint or soldering. Dust containing lead is formed during sandblasting, grinding, sanding or cutting processes. Mist containing lead is formed during spray painting operations which use lead base paints. It is Turner Construction Company's intent to never expose workers to the hazards created by improper handling of lead materials. If a Contractor shall perform work with lead, the Contractor is solely responsible to follow the Federal OSHA standards on lead.

## **II. General Requirements**

Contractors shall not touch, remove, demolish, or in any other manner disturb materials that are suspected to contain lead unless procedures have been approved by the Turner Construction Company Superintendent. Contractor's superintendents will immediately stop work in the affected area and will inform Turner Construction Company if lead is suspected to be present at a location.

- A. Lead Work:** In the event work shall proceed with lead containing materials, the following shall be required to ensure compliance with Federal laws:
- B. Exposure Assessment:** If lead is suspected in a work area, an exposure assessment shall be performed. Protection at levels appropriate to the exposure levels of the task being performed shall be used until the assessment results are known. An exposure assessment includes:
  - 1. Initial air monitoring
  - 2. Periodic air monitoring where results:
    - a. Less than the Action Level (30 ug/cu.m.): Sample when process changes
    - b. Action Level to PEL (50 ug/cu.m.): Sample every 6 months
    - c. PEL: Sample every 3 months
  - 3. Employee Notification in writing within 5 working days after the receipt of sample results.
- C. Engineering Controls:** Because lead is a cumulative and persistent toxic substance and because lead-caused health effects may result from low levels of exposure over prolonged periods of time, engineering controls and good work practices shall be used where feasible to minimize employee exposure to lead. At a minimum, exposures shall not exceed the OSHA interim final PEL of 50 micrograms per cubic meter of air (50 ug/cu.m.) averaged over an 8-hour-period. When feasible engineering controls and work practices controls cannot reduce worker exposure to lead to at or below 50 ug/cu.m., respirators shall be used to supplement the use of engineering and work practice controls.
- D.** The Contractor appointed Competent Person shall review all site operations and stipulate the specific engineering controls and work practices designed to reduce worker exposure to lead.
- E. Exhaust Ventilation:** If required by the concentrations of lead, power tools used for the removal of lead-based paint shall be equipped with dust collection shrouds or other attachments in order to exhaust the contaminated air through a high-efficiency particulate air (HEPA) vacuum system. Operations such as welding,

cutting/burning, heating shall be provided with local exhaust ventilation. HEPA vacuums shall be used during clean-up activities.

- F. Housekeeping:** An effective housekeeping program involves at least daily removal of accumulations of lead dust and lead-containing debris. Vacuuming lead dust with high-efficiency particulate air (HEPA)- filtered equipment or wetting it with water before sweeping are effective control measures. Such cleaning operations shall be conducted, whenever possible, at the end of the day, after normal operations cease. Furthermore, all persons doing the cleanup shall be provided with suitable respiratory protection and personal protective clothing to prevent contact with lead. In addition, all lead-containing debris and contaminated items accumulated for disposal shall be collected and put into sealed impermeable bags or other closed impermeable containers. Bags and containers shall be appropriately labeled as lead-containing waste. These measures are especially important as they minimize additional sources of exposure that engineering controls generally are not designed to control.
- G. Respirator Protection:** In the event that respirator protection is necessary all Contractor employees shall follow the project Respiratory Protection Program.
- H. Medical Surveillance:** When a construction employee is occupationally exposed to lead at or above the action level of 30 ug/cu.m. on any one day in a calendar year, the employee shall be provided initial medical surveillance consisting of biological monitoring in the form of blood sampling and analysis for lead and zinc protoporphyrin levels. Blood lead levels are currently the best indicator of personal lead exposure. Workers potentially exposed to lead at or above the action level shall be monitored for the presence of lead in the blood and the effects of lead on the blood-forming system. Full medical surveillance is to be provided to employees exposed to lead at or above the action level for more than 30 days per year. The following conditions necessitate an immediate medical consultation including, as determined by the qualified medical provider, a physical examination and a blood sample for lead analysis (biological monitoring):
1. whenever a worker develops signs or symptoms associated with lead toxicity;
  2. Before a worker restarts work following medical removal.
- I. Biological Monitoring:** Baseline blood levels is a requirement prior to the start of all projects contaminated with lead. The purpose of biological monitoring is to identify workers with elevated blood lead levels. The data from biological monitoring is objective evidence of a worker's body burden from lead exposure and this data can be used to follow changes in worker exposure. Blood lead and zinc protoporphyrin (ZPP) or free erythrocyte protoporphyrin (FEP) shall be monitored for those workers exposed to lead. In general, workers in high-risk occupations shall be monitored as often as needed to prevent adverse health effects.
- J. Recordkeeping:** The Contractor shall maintain any employee exposure and medical records to document ongoing employee exposure, medical monitoring and medical removal of workers. This data provides a base to properly evaluate the employee's health. Employers shall properly record cases on their OSHA form 300 when the worker:
1. has a blood lead level that exceeds 50 mg/dl;
  2. has symptoms of lead poisoning, such as colic, nerve damage, renal damage, anemia, or gum problems; or receives medical treatment to lower blood lead levels or for lead poisoning.

In addition, Contractor employees, their designated representatives, and OSHA shall be provided access to exposure and medical records in accordance with 29 CFR 1910.20.

# Respiratory Protection

## **I. Scope and Application**

Turner Construction Company is committed to maintaining an injury and illness free workplace, and is making every effort to protect all employees from harmful airborne substances.

Whenever it is feasible to do so, Contractors are to accomplish this through engineering controls such as ventilation or substitution with a less harmful substance, and through administrative controls limiting the duration of exposure. When these methods are not adequate, or if the exposures are brief and intermittent, or simply to minimize employee exposure to airborne substances, Contractors are to provide respirators to allow their employees to breathe safety in potentially hazardous environments.

We recognize that respirators have limitations and their successful use is dependent on an effective respiratory protection program. The project Respiratory Protection Program is designed to be a guide for all Contractors to: identify, evaluate and control exposure to respiratory hazards; select coordinate all aspects required for proper use, care and maintenance of the equipment. In all instances the Contractor is to abide by their own company Respiratory Protection Program.

## **II. Responsibility**

Contractor management shall provide leadership by example and demonstrate interest by ensuring that adequate resources are available for effective implementation of their company's Respiratory Protection Program and the project's program. All employees are to work conscientiously to carry out our Respiratory Protection Program.

- A. Workplace Exposure Assessment & Ongoing Surveillance:** Contractors shall first complete an exposure assessment to identify harmful airborne contaminants, their extent and magnitude, and how to control them. Results of these evaluations will be summarized and a record maintained in the Contractor's jobsite project files. Additional evaluations are necessary if exposures change due to new materials, process changes or other conditions increasing the degree of employee exposure or stress, and these evaluations will be added to the form.
  
- B. Respirator Selection:** In those instances where engineering and administrative means do not achieve the desired control, or in the case of an emergency, respirators shall be worn. Different types of respirators are available for a variety of applications, and we shall ensure that the proper NIOSH approved respirator is selected and used for the kind of work being performed (or anticipated) and hazards involved. The Contractor is solely responsible for the proper selection of respirators for their employees.

- C. Evaluating Respirator Wearer's Health Status:** Even with appropriate equipment and adequate training provided, an employee's health status shall be considered before allowing respirator use. The wearer's physical and medical condition, duration and difficulty of the tasks, toxicity of the contaminant, and type of respirator all affect an employee's ability to wear a respirator while working. Also, respirators are uncomfortable and may reduce the wearer's field of vision. Therefore it is prudent for us to evaluate the employee's physical ability to wear a respirator. Construction work or work with lead, asbestos, cotton dust and certain carcinogens make this evaluation mandatory. Each respirator candidate will be given a medical evaluation by the Contractor's medical personnel. A Medical Evaluation and Work Restriction report as well as a Respiratory Protection Notification form allowing use of a respirator is to be obtained for each individual and kept on file at the Contractor's field office.
- D. Respirator Fit Testing & Assignment:** After the Contractor selects the appropriate type of respirator and certify their employee's ability to work while wearing a respirator, they shall conduct a qualitative fit test to choose the best fitting face piece and determine the specific brand, model and size for each employee. Qualitative fit testing and assignment will be performed by a the Contractor or his designee qualified to perform the testing and at a minimum comply with the procedures in Appendix C of the guide. A Qualitative Fit Test Record form indicating successful completion of the test will be obtained from the firm providing the fit testing and filed at the Contractor's jobsite field office.
- E. Training:** Once the Contractor employee is fitted with the correct respirator for the task, the Contractor is to ensure the individual is thoroughly trained in the need, use, limitations, inspection, fit checks, maintenance and storage of the equipment. Detailed instructions for use and care of the respirator are provided by the manufacturer and local regulations, with the equipment, and this information is to be used in the training.
- F. Recordkeeping:** The Contractor will document each major component of their program to:
1. verify that each activity has occurred
  2. evaluate the success of the program
  3. satisfy regulatory requirements

These records include the written program, exposure determination, respirator selection, physical status evaluation, fit testing and respirator assignment, training form, program assessment and voluntary use of respiratory protection. These records will remain as a permanent part of the Contractor's project record system.

# **Silica Dust**

## **I. Scope and Application**

Silica is the main component found in sand, quartz and granite rock. Excessive amounts of silica dust may be generated during activities such as: sandblasting, rock drilling, roof bolting, foundry work, stonecutting, drilling, quarrying, brick/block/concrete cutting, gunite operations, lead-based paint encapsulate applications, asphalt paving, cement products manufacturing, demolition operations, hammering, and chipping and sweeping concrete or masonry.

Silica can cause silicosis, a serious and sometimes fatal respiratory disease. Silicosis develops from breathing silica dust on the job. It occurs in direct proportion to the percentage and the concentration of silica in the air and to the duration of exposure. The tiny hairs, mucous membranes, and other protective mechanisms of your upper respiratory tract and bronchi stop large silica particles, but the smallest dust particles are carried to your airways. These silica particles become lodged in the tiny air sacs of the lungs, which can prohibit oxygen from getting into the blood.

Symptoms of silicosis can either be chronic, appearing after 5 to 10 years of being exposed to invisible silica dust without using respiratory protection, or symptoms can be acute appearing after only a few weeks of working in thick clouds of silica without respiratory protection. Early stages of silicosis often go unnoticed but continued exposure may cause shortness of breath, possible fever and sometimes-bluish earlobes or lips. Fatigue, extreme shortness of breath, loss of appetite and chest pain occur down the road. Respiratory failure can occur, which can cause death.

Silica is also capable of causing lung cancer with prolonged heavy occupational exposures. Workers with impaired lung function due to silica exposure are also more susceptible to other respiratory disease such as tuberculosis.

## **II. Requirements**

In order to determine whether a product contains silica, the Material Safety Data Sheet shall be obtained and inspected by the Contractor. In the event silica is present in the products, the following safe working procedures shall be followed to eliminate or control silica dust exposure:

- Contractor initiated engineering controls shall be utilized to eliminate the hazard whenever feasible.
- Contractor initiated air tests or historical data are required to confirm the controls in place are working and whether PPE is or is not required.
- After working with products that contain silica, each individual will be required to thoroughly wash their hands before eating, drinking or smoking. Eating, drinking or smoking near silica is strictly prohibited.

- Wet down dry materials and surfaces before cutting, chipping, grinding, sanding, sweeping or cleaning. All block cutting operations shall be performed by the wet cut method.
- Use power tools with built-in dust extraction units to capture the dust before it is released into the air.
- For abrasive blasting, replace silica sand with safer materials. The National Institute for Occupational Safety and Health highly discourages the use of sand or any abrasive with more than 1% crystalline silica in it. Garnet, slags, and steel grit and shot may be good substitutes.

**A. Respiratory Protection:** Dust masks, or particulate respirators are not an acceptable respiratory protective measure. A minimum half face respirator will be required. The type of respirator needed will depend upon the silica concentration levels and shall be determined by the Contractor. Medical surveillance/screening requirements are required for all employees exposed to silica operations requiring respiratory protection and shall be the responsibility of the Contractor.

**B. Training:** All individuals 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, crushing 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. Each individual required to wear respiratory protective equipment will be trained in accordance with the Contractor's respiratory protection program which shall meet at a minimum the project's program. The Contractor is solely responsible for such training and all costs associated with it.

**C. Recordkeeping:** All training that takes place involving silica needs to be documented with the type of training and the signatures of all that attended the training. Contractor training needs to be updated on an annual basis.

**Section D**  
**Medical Issues**

# **FIRST AID/CPR**

## **I. Scope and Application**

All Contractors shall have at least one person certified in first aid and CPR at the job site at all times. Contractors are solely responsible to ensure the required and proper training of their employees.

Contractors shall provide a ANSI (Z 308.1-1978) approved first aid kit on this job site. The Contractor site superintendent is responsible for ensuring that the kit is properly stocked and maintained, and inspected weekly per OSHA requirements. Only trained first aid personnel shall administer first aid at the job site.

This first aid kit will also contain equipment and materials to be compliant with 29 CFR 1910.1030 - Blood borne Pathogens, including mouth-to-mouth resuscitation devices, powdered bleach, and latex disposable gloves.

Contractors shall be responsible to supply their employees with appropriate amounts of potable water.

# **Return to Work**

## **I. Scope and Application**

In order to provide prompt quality medical services and to return injured employees back to work on the project as soon as possible, each Contractor shall establish a “light duty” or “restricted duty” policy for their employees in the event they are injured on this project and cannot perform their normal daily duties. This applies to all Contractors on this project.

Restricted Duty shall be an assignment provided to an employee who, because of a job-related injury or illness, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the normal workday or shift.

## **II. Procedures**

1. All work related injuries must be reported to your supervisor and Turner Construction Company.
2. If any employee has any doubt as to where to go for medical treatment for a job-related injury, they must contact Turner Construction Company.
3. This project’s policy is to return Contractor employees to work as soon as possible after a job-related injury or illness has occurred. All possible opportunities will be considered to provide Restricted Duty Assignments. Restricted Duty Assignments will also be considered for employees injured off the job whenever possible by the Contractor.
4. When an injured employee returns to work, all physical and mental limitations must be evaluated so that additional injury or aggravation does not occur. The safety of other employees working with the injured individual must also be considered.
5. All injuries and illnesses will be evaluated on case by case basis by the Turner Construction Insurance carrier.
6. Injured employees may return to work on Restricted Duty under the following circumstances:
  - a. The employee's attending physician has determined the physical restrictions.
  - b. The contractor has a task that can be assigned that meets the restrictions.
  - c. Return to Work Policy (Continued)
  - d. The Turner Construction Project Managers, Supervisors, and Foreman are informed of the restrictions.
7. The employee must receive full medical release from a physician before resuming normal work activities, which would violate medical restrictions.
8. No employee on Restricted Duty will be allowed to work more than forty (40) hours per week.

# **THE TURNER CORPORATION**

## **Subcontractor Substance Abuse Program**

### The Turner Corporation Policy on Substance Abuse

#### 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 FC Background prior to commencing that work. The details and contact information are included on pages 107-110 of this program. Contact FC Background, immediately upon receipt of the Turner contract and this policy, to set up your company's contract information and schedule drug testing for all individuals scheduled to work on a Turner project. This testing may be done at a subcontractors place of employment, an authorized collection facility, or at the project site. It is the responsibility of each subcontractor to schedule the drug testing with FC Background prior to each individual reporting to the project.

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

## 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 at the subcontractors place of employment, an authorized collection location or on site by FC Background. 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) 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.
  - 6) 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.

- 7) 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).
- 8) 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.

- 9) 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.
- 10) 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.

**Atlanta, GA Business Unit  
Subcontractor Drug Testing & Badging**

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In accordance with Turner Construction Company's Drug and Alcohol Abuse Policy, FC Background (FCB) performs pre-employment, annual, random, suspicion and post-incident drug testing as well as alcohol testing and contractor ID badging for all subcontractors working on this Project. **Each employee must complete and pass the drug testing prior to attending jobsite safety orientation.** The ID badge must be worn on the jobsite at all times. This packet contains instructions on how to set up an account with FCB.

- ◆ Complete and fax back the **Service Agreement & New Client Information Sheet to Brandi Costner at: (972) 404-4415**.
- ◆ Once setup is completed FCB will communicate with the subcontractor regarding required forms. FCB will also coordinate the onsite drug testing and badging. This can be done either at the jobsite or at the subcontractor's office. FCB's project onsite hours are TBD.
- ◆ Delays in badging may include non-conclusive drug results that are shipped to the laboratory for additional testing. ID badges are normally ready the same day.
- ◆ Badges are valid for one year.
- ◆ Replacement badges, \$10 each, may require authorization from Turner.
- ◆ Workers must present their ID badge to be admitted into jobsite safety orientation.

**FCB Contact Information: Main (972) 404-4479 | [customer.support@fcbackground.com](mailto:customer.support@fcbackground.com)**

Brandi Costner, Client Services Manager [brandi.costner@fcbackground.com](mailto:brandi.costner@fcbackground.com) Direct (214) 306-8206

Melanie Laird, VP Construction Services [melanie.laird@fcbackground.com](mailto:melanie.laird@fcbackground.com) Direct (214) 306-8210

Keith Hinton, VP Operations [keith.hinton@fcbackground.com](mailto:keith.hinton@fcbackground.com) Direct (214) 306-8180



Full Service Workforce Screening, Testing & Verifications

## SERVICE AGREEMENT

FC Background, LLC, Park Central VII, 12750 Merit Drive, Suite 1215, Dallas, Texas, 75251, and

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

Hereinafter referred to as the "Contractor", for the considerations hereinafter expressed, agree together as follows: The purpose of this agreement is to allow the Contractor to use the services provided by FC BACKGROUND (FCB) as a risk management tool in screening candidates for jobsite access. FCB will arrange for and provide to the Contractor such services and information and at such fee(s) as listed below:

Contractor agrees to screen each subject who will work on any Turner Construction project. Contractor agrees to pay \$47.50 for each such drug screen and ID badge, regardless of the result of the drug screen. \_\_\_\_\_ (please initial). Contractor agrees to pay \$10.00 for each replacement ID badge. \_\_\_\_\_ (please initial). Contractor shall also pay any fees incurred for post-accident drug testing, for suspicion drug testing, random drug testing and/or alcohol testing as required by Turner Construction. FCB will automatically debit the credit card provided (see authorization attached) by the Contractor on the date of invoice \_\_\_\_\_ (please initial). An invoice identifying those charges together with a receipt of payment will be sent to the Contractor within seven (7) days of the invoice and payment date. FCB will invoice weekly. All invoices are due and payable upon receipt

It is the sole responsibility of the Contractor to secure and to furnish FCB proper and correct information for each applicant sufficient for FCB to perform the services contracted. The Contractor certifies to FCB that it will comply with all applicable state and federal laws, including, but not limited to, the Fair Credit Reporting Act (15 USC 1681) and that information received from FCB will not be used in violation of any equal employment opportunity law or regulation. Contractor hereby releases FCB and its affiliated companies and the officers, agents, employees and independent contractors of FCB and its affiliated companies from liability for Contractor's noncompliance with all applicable laws, rules and regulations. \_\_\_\_\_ (please initial)

It is understood and agreed that in order to evidence Contractor's compliance with the Turner mandated Drug and Alcohol Abuse Policy, FCB is hereby granted permission to share drug and breath alcohol test results with Turner authorized personnel.

This agreement shall become effective on \_\_\_\_\_ and shall remain in force and effect until modified or suspended by either party with thirty days advance written notice. Prices quoted above shall remain fixed for one year from the date of this agreement.

Signed:

FC Background, LLC

Contractor:

By: *Melanie Laird*

10/29/2013 10:06 AM

By: \_\_\_\_\_ Printed Name & Title

Signature

Date

**Company / Organization Registered Name:**

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Mailing Address:

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**Project Name:** \_\_\_\_\_

Turner Contact Name \_\_\_\_\_ Email Address: \_\_\_\_\_

Turner Contact Phone Number: \_\_\_\_\_

**Approved Contacts / Persons Authorized to Send Applicants and Receive Reports:**

Name	Title	Phone	Fax
------	-------	-------	-----

Email Address	Email notification of completed reports?	YES	NO
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Name	Title	Phone	Fax
------	-------	-------	-----

Email Address	Email notification of completed reports?	YES	NO
---------------	--	-----	----

Person responsible for Safety	Title	Phone	Email
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No. Company-wide Emps \_\_\_\_\_ Est. no. jobsite badges needed \_\_\_\_\_

**FC Background Recurring Payment Credit Card Authorization Form**  
**Fax this form to: (972) 404-4415**

To initiate service, complete the credit card information requested below. As set forth in the executed Service Agreement, your credit card will be charged the full amount of your invoice on the invoice date. Invoices and receipts are sent electronically or via US mail.

I would prefer to receive my invoices and receipts (check one):  electronically     via US mail

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Name \_\_\_\_\_ Email Address \_\_\_\_\_

**Credit Card Type**     **VISA**     **MasterCard**  
 **American Express**

**Credit Card Number:**

**Expiration Date:**

**Name as it Appears on Card:**

**Authorized Signature:**

12750 Merit DR, Ste. 1215, Dallas, TX 75251    Ph (972) 404-4479    Fax (972) 404-4415

TO: TURNER CONSTRUCTION COMPANY

AGREEMENT OF CONTRACTOR,  
SUBCONTRACTOR OR VENDOR

The undersigned contractor, subcontractor or vendor has read the Project Safety Program and agrees to abide by that Program and require any and all of its subcontractors (at every tier) and its vendors and the vendors of its subcontractors (at every tier) to abide by that Policy.

\_\_\_\_\_  
Name of Contractor, Subcontractor  
or Vendor (*please print*)

\_\_\_\_\_  
Officer (*please print*)

\_\_\_\_\_  
Officer's Title (*please print*)

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Today's Date

# Section E

## Misc Documents

### Stretch and Flex

**Stretch and Flex: All on site personnel** will be required to attend daily stretch and flex exercises prior to starting work each day. Subcontractor Site Supervisors will lead the Stretch and Flex Program for their personnel. The stretch and flex exercises should only take 5- 7 minutes each day and can be combined with your daily safety briefing. The attached example is what is considered to be the minimum stretch and flex exercise each employee is to participate in each day before starting work on the jobsite.




### Stretch and Flex Reference Card

Our loss prevention service is advisory only. We assume no responsibility for management or control of customer safety activities nor for implementation of recommended corrective measures. This report is based on information supplied by the customer and observations of conditions and practices at the time of the visit. We have not tried to identify all hazards. We do not warrant that requirements of any federal, state, or local law, regulation or ordinance have or have not been met. Helping People Live Safer, More Secure Lives

<p><b>1. Neck</b> - Brooming, overhead reaching, &amp; shoulder carries.</p> <ul style="list-style-type: none"> <li>* Slowly lower head to right shoulder</li> <li>* Repeat in other directions (left, front, and back)</li> </ul> 	<p><b>2. Shoulders</b> - Brooming &amp; overhead reaching</p> <ul style="list-style-type: none"> <li>* Place right hand on the middle of the upper back</li> <li>* Pull right elbow gently downward with left hand</li> <li>* Repeat on opposite side</li> </ul> 
<p><b>3. Shoulders</b> - Overhead reaching and shoulder carries</p> <ul style="list-style-type: none"> <li>* Grasp right elbow with left hand</li> <li>* Pull elbow horizontally across body while looking in opposite direction.</li> <li>* Repeat on opposite side</li> </ul> 	<p><b>4. Back</b> - Tying rebar, wearing tool belts, and bent over posture</p> <ul style="list-style-type: none"> <li>* Place hands on back of hips</li> <li>* Gently arch upper body backwards</li> <li>* Maintain support with arms and hands</li> <li>* Push upward with hands and arms for recovery</li> </ul> 
<p><b>5. Trunk</b> - Brooming and bent over posture</p> <ul style="list-style-type: none"> <li>* Place right hand on right hip</li> <li>* Extend bent left arm overhead with palm down</li> <li>* Bend upper body and head to right</li> <li>* Repeat on opposite side</li> </ul> 	<p><b>6. Hamstrings</b> - For any work activity</p> <ul style="list-style-type: none"> <li>* Assume a stride position with legs straight, right leg forward, left foot rotated outward.</li> <li>* Place right hand below right knee, and left hand on right thigh</li> <li>* Lower upper body forward over right knee, keeping head and back straight</li> <li>* Rotate hips forward, push upward with hands and arms for recovery</li> <li>* Repeat on opposite side</li> </ul> 
<p><b>7. Thighs</b> - Climbing ladders</p> <ul style="list-style-type: none"> <li>* Place left hand on stationary object for balance</li> <li>* With right hand, grasp right ankle behind right hip, knee pointed downward.</li> <li>* Pull ankle upward</li> <li>* Repeat on opposite side</li> </ul> 	<p><b>8. Calves</b> - Walking across rebar, wearing masonry boots, and climbing ladders</p> <ul style="list-style-type: none"> <li>* Assume a stride position with left leg forward</li> <li>* Keep right foot flat on floor</li> <li>* Bend left knee</li> <li>* Place both hands on left knee</li> <li>* Move hips forward</li> <li>* Repeat on opposite side</li> </ul> 

# FULTON COUNTY GOVERNMENT

## LIBRARY CAPITAL IMPROVEMENT PROGRAM

Milton Branch Library

Turner Construction



## GENERAL LIABILITY WRAP-UP MANUAL

Version 11  
December 05, 2013

Resurgens Risk Management (RRM)/  
Willis Insurance Services of Georgia, Inc. (Willis)



LaToya Cotton, Wrap-Up Administrator, RRM  
Phone: (678) 298-5138, Fax: (678) 298-5173  
[lcotton@rrmgt.com](mailto:lcotton@rrmgt.com)

# INTRODUCTION

---

**FULTON COUNTY GOVERNMENT** (Owner) intends to purchase a Wrap-Up Program (Wrap-Up) providing General Liability and Excess Liability insurance for Turner Construction (Construction Manager) and all Subcontractors of every tier working on the Project who are enrolled in the Wrap-Up. **Participation is mandatory, except for those identified as Excluded Parties, BUT IT IS NOT AUTOMATIC. The Construction Manager and each Subcontractor must follow enrollment procedures as described herein. The Owner has specified that insurance costs be identified in (and subsequently removed from) all initial bids, change orders and final contract value.**

The insurance protection provided by the Wrap-Up, as well as your rights and responsibilities under the program, are as much a part of your Contract as the actual work specifications. All terms and conditions of this Wrap-Up Manual are incorporated by reference into your Contract.

Any questions regarding the particulars of this program can be discussed at pre-bid and pre-award meetings, or by contacting the Wrap-Up Administrator (see directory).

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the respective insurance policies will govern how coverage is applied.

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# DIRECTORY

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**Owner:**

**FULTON COUNTY GOVERNMENT**

*Risk Manager*

Eldridge Morris  
Phone: 404-612-0556  
E-mail: eldridge.morris@fultoncountyga.gov

*Sr. Program Manager*

Gerard Gerhardt  
Phone: 404-730-2116  
E-mail: gerhardt.gerard@fultoncountyga.gov

**Construction Manager:**

**Turner Construction**

*Sr. Project Manager*

Nadiene McClain  
Phone: 404-504-3728  
E-mail: nmclain@tcco.com

**Wrap-Up Program Administration:**

**RESURGENS RISK MANAGEMENT (RRM)**

*Wrap-Up Program Manager*

Marlene Butler  
Phone: 678-298-5126  
E-mail: mbutler@rrmgt.com

*Wrap-Up Administrator*

LaToya Cotton  
Phone: (678) 298-5138  
Cell: (404) 664-0129  
Fax: (678) 298-5173  
E-mail: lcotton@rrmgt.com

Neill Davis  
Phone: (404) 873-1561  
Cell: (404) 725-6103  
Fax: (404) 591-3515  
E-mail: ndavis@rrmgt.com

**Wrap-Up Claims Consultant:**

**WILLIS**

Pati Caldwell  
Phone: 813-490-6841  
Cell: 727-798-5460  
Fax: 813-281-2234  
E-mail: pati.caldwell@willis.com

## DEFINITIONS

---

**Contract:** The written agreement between FULTON COUNTY GOVERNMENT and Turner Construction or between Turner Construction and its Subcontractors of every tier.

**Construction Manager:** Turner Construction

**Enrolled Contractor(s):** The Construction Manager and Subcontractors of any tier who has been awarded work and met the requirements to become enrolled in the Wrap-Up as evidenced by a certificate of insurance issued by the Wrap-Up Administrator. The Owner may, at its discretion, include a Subcontractor who, otherwise by definition, would be an Excluded Party.

**Excluded Parties:** Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, EFIS, or other hazardous material contractors, or others merely making deliveries to or pickups from the Jobsite. In addition, Subcontractors whose contract price is less than \$10,000 will be excluded from the Wrap-Up. The Owner may, at its discretion, exclude others from the Wrap-Up.

**Insured:** Owner and all Enrolled Contractors and any other party named as an Insured on the certificates of insurance.

**Insurer(s):** *Gemini Insurance Company, Ironshore Specialty Insurance Company*

**Jobsite:** Milton Branch Library, part of Library Capital Improvement Program, the premises owned by the Owner as described in the Contract between Owner and the Construction Manager. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

**Offsite:** Premises other than the Jobsite.

**Onsite:** See Jobsite definition.

**Owner:** FULTON COUNTY GOVERNMENT

**Project:** Library Capital Improvement Program

## **DEFINITIONS (CONTINUED)**

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**Project Manager:** The individual assigned by the Construction Manager with overall Project responsibility.

**Subcontractor:** Any individual, firm, or corporation undertaking construction or other services under a Contract with the Construction Manager or another Subcontractor to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

**Wrap-Up:** A program under which General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing operations at the Jobsite.

**Wrap-Up Administrator:** The individual employed by the Wrap-Up Program Manager who is responsible for the day-to-day administration of the Wrap-Up.

**Wrap-Up Program Manager:** Resurgens Risk Management

## **GENERAL PROVISIONS**

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The Construction Manager and each Subcontractor of any tier shall comply with each of the provisions stated herein:

1. **Mandatory Compliance**

Participation is mandatory, except for those identified as Excluded Parties.

2. **Meeting Attendance**

At the request of the Owner or the Construction Manager and its Subcontractors shall attend any meetings held to explain and discuss the Wrap-Up.

3. **Wrap-Up Manual Incorporated into Bid Specifications and Contract**

This Wrap-Up Manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this Wrap-Up Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.

4. **Commencement of Work**

Subcontractors shall not commence work at the Jobsite until:

- a) If enrolled under this Wrap-Up, having received a certificate of insurance issued by the Wrap-Up Administrator, or
- b) If excluded under this Wrap-Up, having provided a certificate of insurance as required in this manual.

## **INCIDENT REPORTING AND SAFETY**

---

**All Jobsite incidents/accidents must be reported to the Project Manager.**

**The Project Manager will:**

- Work with the involved Subcontractor(s) to take necessary action to stop any unsafe act or condition in order to prevent further injury or damage.
- Provide the Supervisor's Incident Investigation Report and the Claim Reporting Form to the involved Subcontractor(s) to be completed.
- Coordinate the investigation surrounding the incident/accident and assure completion of required investigative reports.
- Report the incident/accident to WILLIS (see directory) and will include the Investigation Report and Claim Form.

The Construction Manager and Subcontractors will assist in the handling, investigation, and mitigation of all incidents regardless of whether the incident results in an injury or insurance claim.

**The Construction Manager shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program.**

All subcontractors will be required to follow the Construction Manager's safety, health and loss prevention program. A written Safety Plan is required to be submitted by the Construction Manager and accepted by Fulton County (Risk Manager) before any on-site work can begin. The Safety Plan must include but not limited to all items in the Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated contractor's project safety representative.

## **INSURANCE PROVIDED BY THE OWNER**

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The Owner has procured, and will maintain at its own expense, the insurance coverages described below for the Construction Manager and Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain General Liability and Excess Liability coverages until final completion, but in no event beyond the expiration date of the Wrap-Up policy. As defined in the policy, Products/Completed Operations coverage is extended for 10 years or the Statute of Repose, whichever is less. In addition, this program includes an extended warranty/repair work provision which extends coverage in the event an Enrolled Contractor returns to the project site to perform warranty or repair work as defined by the policy. Summaries of the insurance coverages to be provided by the Insurer(s) are as follows:

### **1. Commercial General Liability Insurance**

Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (exclusive of defense costs):

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate*
\$2,000,000	Personal Injury and Advertising Liability
\$100,000	Fire Legal Liability
\$12,500	Each Occurrence – Construction Manager’s financial responsibility for Property Damage to the extent loss is attributable to, involves, or relates to the performance, actions, or negligence of the Construction Manager or its Subcontractors.

*\* The Products/Completed Operations Aggregate is a single limit for the entire policy term, inclusive of the 10 year extension period.*

### **2. Excess Liability Insurance**

Excess Liability will be provided with limits of \$25,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Item 1 above.

### **3. Builders’ Risk and Contractors’ Pollution Liability**

Please refer to the contract between Fulton County and the Construction Manager for additional information on builders’ risk and pollution liability.

### **4. Certificates of Insurance**

The Wrap-Up Administrator will issue certificates of insurance for Commercial General Liability and Excess Liability to the Construction Manager and each Enrolled Subcontractor.

## **INSURANCE PROVIDED BY THE OWNER (CONTINUED)**

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### **5. Insurance Policies**

The summary of coverages contained in this Wrap-Up Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Specimen General Liability and Excess Liability policies are available upon request.

### **6. Wrap-Up Insurance Premiums**

The Owner is responsible for the payment of the Wrap-Up premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the Wrap-Up shall be to the benefit of the Owner and are hereby assigned to the Owner.

### **7. Wrap-Up Cancellation, Termination or Modification**

Notwithstanding any other provision in this manual, It is the Owner's intent to keep the Wrap-Up in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the Wrap-Up. To exercise this option, the Owner will provide 15 calendar days advance, written notice to all Insureds covered under the Wrap-Up.

Enrolled Contractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' approved Form 2. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the Wrap-Up.

# **INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS**

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Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

## **1. Automobile Liability Insurance**

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed to include CA9948 and MCS-90 endorsements.

Limits of liability of at least \$1,000,000 for each accident for bodily injury and property damage combined.

## **2. Workers' Compensation and Employer's Liability**

All Contractors must have Workers' Compensation and Employer's Liability insurance covering for all operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and the Construction Manager and provide the following limits:

- a. Workers' Compensation - Statutory Limits
- b. Employer's Liability -
  - \$1,000,000 Each Accident
  - \$1,000,000 Each Disease - Each Employee
  - \$1,000,000 Each Disease - Policy Limit
- c. To include U.S. Longshoremen and Harbor Workers Act

## **3. Commercial General Liability Insurance (Including Contractual Liability)**

All Enrolled Contractors must have General Liability insurance covering third party losses that occur away from the Project and after final completion or Wrap-Up termination or cancellation. Excluded Parties must provide this coverage for all operations relating to this Project.

# **INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS (CONTINUED)**

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Coverage shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Broad Form Property Damage, Fire Legal Liability, Independent Contractors, and Products/Completed Operations. Provided below are the minimum insurance limits required:

<u>Limits</u>	<u>All Parties</u>
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate*
\$1,000,000	Personal Injury and Advertising Liability
\$ 100,000	Damages to Rented Premises

\*Including term up to 5 years after substantial completion

## **4. Excess/Umbrella Liability**

**The Construction Manager:** \$5,000,000 Each Occurrence/Aggregate

**Subcontractors:** \$1,000,000 Occurrence/Aggregate

## **5. Aviation Liability**

If required by the Owner, Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of \$10,000,000 each occurrence.

## **6. Watercraft Liability**

If required by the Owner, Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury with a minimum limit of \$10,000,000 each occurrence.

## **INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS (CONTINUED)**

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### **7. Qualifications of Insurers**

Each Insurer who provides any insurance coverage required by this section must meet each of the following requirements:

- a. The Insurer must be duly licensed and/or authorized by the State of Georgia to transact a property and/or casualty insurance business in the State of Georgia;
- b. The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of Class V1 or higher.

### **8. Certificate of Insurance**

Prior to commencing any work at the Jobsite, the Construction Manager and all Subcontractors must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to RRM.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

- a) Reference to: FULTON COUNTY GOVERNMENT, Library Capital Improvement Program
- b) Additional Insured: The Construction Manager and Subcontractors shall include FULTON COUNTY GOVERNMENT and Turner Construction as additional Insureds (as respects Automobile, General and Excess/Umbrella Liability). Coverage must be primary and non-contributory.
- c) Waiver of Subrogation (as respects to Workers Compensation) in favor of FULTON COUNTY GOVERNMENT and Turner Construction.
- d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier; or if unavailable, Construction Manager or Subcontractors must provide Owner with thirty (30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

## **INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS (CONTINUED)**

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### **9. Other Insurance Needed As Determined by Enrolled Contractors**

The Wrap-Up, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this Wrap-Up. It is suggested that Enrolled Contractors' General Liability policies exclude coverage for this Jobsite only to the extent coverage is provided for this Project by the Wrap-Up. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the Construction Manager, their employees, agents or assigns.

# ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS

## Step 1 - Online Registration Process

The Wrap-Up utilizes an online enrollment program through Resurgens Risk Management. Construction Managers and all Subcontractors shall complete the online enrollment as outlined below.

### Key Information You Will Need To Begin

1. FC Number (ex. FC-9999)
2. Company's Federal Identification #
3. Certificate of Insurance
4. General Liability and Excess/Umbrella Liability Rate Sheets

### New Users

1. Go to Wrap-Up online registration site at <http://www.rrmgt.com/>
2. Complete New User Registration information on OCIP main page.
3. Verify your account by entering the user validation code, which will be sent via email.
4. Wait for Construction Manager's online approval; then proceed with registration process.

### Existing Users

1. Go to Wrap-Up online registration site at <http://www.rrmgt.com/>
2. Enter username / password.
3. Under the heading New OCIP Registration, select Register, enter project number.
4. Update user profile, select awarding contractor; then proceed with online registration.

## Completing Online Forms

1. Complete Form 1, Check the Signature Box, Send.
2. Complete Form 2, Check the Signature Box, Submit.
3. Review your Submittal Form, Send.
4. You will receive a notice which states "Your Registration application is complete."
5. Email or fax the following to LaToya Cotton @ [lcotton@rrmgt.com](mailto:lcotton@rrmgt.com) or (678) 298-5173
  - a. Insurance Certificate (See sample certificate in Forms Section)
  - b. General Liability Additional Insured Endorsement (Comparable to CG 20 10 11/85)
  - c. General Liability & Excess/Umbrella Liability Policy Declaration and Rate Sheets

For detailed registration instructions, go to <http://www.rrmgt.com/>  
Select "Instructions" at the bottom of the page.

# **ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (continued)**

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## **Step 1 - Online Registration Process**

### **Important Notes**

- ☆ 1. Subcontractors may not commence work on this Project until enrollment is complete which requires that all forms are received, approved, and a certificate of insurance is provided by the Wrap-Up Administrator to the Enrolled Contractor.
- ☆ 2. Enrollment is NOT automatic – Contractors are required to submit a separate registration for each project/contract they are performing work under. Excluded contractors (those not eligible to participate in the Wrap-Up due to contract value or scope of services) are also required to complete the online registration.
- ☆ 3. Failure to submit the completed forms and documentation to the Wrap-Up Administrator within 30 days of the initial request may result in a delay of your monthly progress payments and/or an insurance cost deduction to your contract based on a percentage of your contract value (as determined by the Wrap-Up Administrator).
- 4. Premiums should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period. The Insurance Deduction will be based on the amount shown on the Form 2 OR the amount included in the original bid, whichever is higher
- 5. Accurately estimate payroll anticipated for this Contract (initial bid and all change orders) so as to develop an accurate bid deduction for the insurance costs. If it is determined at any time that your payroll was underestimated, there will be an interim adjustment of the bid deduction. At completion of the each Enrolled Contractor's work, a final audit will be conducted of the actual payroll, receipts and insurance costs. The variance will be calculated based on the earned payroll or receipts less those estimated during the bidding and change order process. The earned insurance cost will be based on the rates shown on the approved Form 2. These rates will be applied to the entire project period. The difference will be adjusted from the Contract amount prior to the release of retainage.
- 6. The Insurer has the right to examine and/or audit all records pertaining to this Project.
- 7. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the Wrap-Up Administrator should the work being performed not coincide with the classification codes and rates submitted in the Form 2.

## **ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)**

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### **Step 2 – Updating Enrollment to Include Change Orders**

Enrolled Contractors must submit a Form 3 – Supplemental Insurance Information Form for any scope of work change orders to their contract for \$20,000 or greater.

#### **Completing Online Form**

1. Go to <http://www.rrmgt.com/>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 3.
5. Provide additional contract value, scope of work, start/end dates, estimated man-hours and new General Liability and Excess/Umbrella Liability codes, rates, etc.
6. Enter your name in the “Form Completed By” field, insert phone number, Submit.
7. Acceptance is subject to Construction Manager’s approval.

## **ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)**

### **Step 3 – Online Payroll/Receipts Reporting**

Enrolled Contractors must submit a Form 5 - Man Hours Report for payroll and receipts associated with **Onsite** work for this Project, from the date of enrollment until completion. **Payroll reports are required to be submitted upon completion of your work.**

#### **Form 5 – Man Hours Report**

1. To submit online payroll reports, go to <http://www.rrmgt.com/>
2. Sign into your user account
3. Select the applicable project number from the drop down box under Active Enrollments
4. Select Form 5
5. Enter reporting period, payroll, hours (regular and overtime), receipts and OSHA 300 information

#### **Important Notes**

1. Payroll and receipts must be submitted separately for each contract awarded.
2. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the Wrap-Up Administrator should the work being performed not coincide with the classification codes and rates submitted.

**Failure to promptly provide payroll information will result  
in a delay of your progress payments.**

## **ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)**

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### **Step 4 – Completion of Work**

#### **Form 6 – Notice of Completion**

Each Enrolled Contractor will submit a Form 6 - Notice of Completion, once the Enrolled Contractor has completed all of its work (including punch-list items).

1. To submit an online Form 6 – Notice of Completion Form, go to <http://www.rrmgt.com/>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 6.
5. Insert date of completion.
6. Provide names of subcontractors completing work on the same date.
7. Update company information if necessary.
8. Enter your name in the “Form Completed By” field, insert your phone number, Submit.
9. Acceptance is subject to Construction Manager’s approval.

Upon receipt and approval of the Form 6 – Notice of Completion:

#### **The Wrap-Up Administrator shall:**

Compute bid deduct reconciliation and forward Enrolled Contractor’s bid deduct reconciliations to the Construction Manager and forward Turner Construction’s bid deduct reconciliation to the Owner. Once the final insurance deductions have been approved by the Wrap-Up Administrator, the Construction Manager and Owner, no further adjustments, revisions or corrections to the insurance deductions will be allowed.

#### **The Owner (for Turner Construction) or the Construction Manager (for all Subcontractors) shall:**

Close out the Construction Manager’s Contract. The Construction Manager closes out the Subcontractor’s Contract.

# ENROLLING IN THE WRAP-UP – FORMS SECTION

## Form 1 – OCIP Enrollment Request Form Part I



### Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rrmgt.com  
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361  
 Fax (404) 591-3515

### FORM 1 - REGISTRATION FORM (PART 1)

*NOTE: The Primary Contractor must complete the Fulton County Library OCIP Form 1 for EACH subcontractor on the project, as well as for the Primary.*

\* Fields marked with asterisk are REQUIRED for submission of this form.

**FORM 1.1: COMPANY CONTACT INFORMATION**

Project ID*	Project Name*			
<input type="text"/>	<input type="text"/>			
Name of Firm*	FEIN*			
<input type="text"/>	<input type="text"/>			
Address*	City, State, Zip*			
<input type="text"/>	<input type="text"/>			
Phone Number	Contractor is *			
<input type="text"/>	Incorporated	Partnership	Sole Prop.	Joint Venture
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Web Address	Ownership			
<input type="text"/>	African-American	Hispanic	Female	Disadvantaged
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office Contact Name*	Phone*	Ext*	Fax*	E-Mail*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Safety Contact Name	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Site Contact	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payroll Contact	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 1 – OCIP Enrollment Request Form Part I (Cont.)

### FORM 1.2: CONTRACT INFORMATION

Type of Work\*

Start Date (mm/dd/yyyy)\*

Est. Completion (mm/dd/yyyy)\*

Contract Value\*

Est. # of Subs

Awarding Contractor\*

Primary Contractor

### FORM 1.3: CONFIRMATION

Form 1 completed by (Print or type the name of person completing form)\*

Date Completed \*

Title

Phone\*

I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature\*

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 2 – OCIP Enrollment Request Form Part II



### Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rrmgt.com  
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361  
Fax (404) 591-3515

### FORM 2 - REGISTRATION FORM (PART 2)

NOTE: Required insurance coverages and limits are shown in the contractor instruction materials.  
Information disclosed on this form is subject to audit and adjustment throughout the term of the project.  
After completing this form, fax your policy declaration pages and schedule rate sheets to (404) 591-3515.

*NO certificates or policies will be provided under the OCIP until this form and all related documents are received.*

\* Fields marked with asterisk are REQUIRED for submission of this form.

#### FORM 2.1: INSURANCE PROVIDER INFORMATION

Project	Project Name
<input type="text"/>	<input type="text"/>
Contractor	FEIN
<input type="text"/>	<input type="text"/>

#### CURRENT INSURANCE INFORMATION

Required insurance coverages and limits are shown in the Bid Brochure, Paragraph "A".  
Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

Insurance Broker or Agent Company*	Insurance Broker Address		
<input type="text"/>	<input type="text"/>		
Insurance Contact	Phone*	Fax	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### FORM 2.2: GENERAL LIABILITY INFORMATION

Current GL Insurance Company	Policy Period (mm/dd/yyyy)*	GL Policy Number*
<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>

GL Rate Based On (select one)\*:

- Payroll    Receipts    Receipts per \$100    Receipts per \$1000    Flat Rate Premium

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 2 – OCIP Enrollment Request Form Part II (Cont.)

### FORM 2.2: GENERAL LIABILITY INFORMATION (cont.)

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Subtotal\*

*It is extremely important to accurately estimate payrolls anticipated for this project if GL premiums are based on payroll and to accurately estimate receipts if GL premiums are based on receipts..*

Premium Discount:

**After submitting this form, fax a copy of your declaration page and schedule rate sheet; no enrollment will be processed until they are received.**

Total GL Premium\*

Estimated Subcontractor Premiums (Submit cost identification sheet for each subcontractor or calculate 3% of subcontractor value for each subcontractor's estimated insurance cost) \*

### FORM 2.3: UMBRELLA / EXCESS COVERAGE

Umbrella/Excess Insurer	Coverage Limit	Policy Period (mm/dd/yyyy)	Umbrella/Excess Policy Number	
<input type="text"/>	<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>	
		Rate	Est. Payroll/Receipts	Umbrella/Excess Premium
		<input type="text"/>	<input type="text"/>	<input type="text"/>
		Profit & Overhead Percentage Used in Bid	GL+Umbrella/Excess Premium	Profit & Overhead Premium
Profit & Overhead		<input type="text"/> %	<input type="text"/>	<input type="text"/>

This amount must equal the insurance credit indicated on your bid proposal. "Grand Total Premiums" represents the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

Grand Total Premiums

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 2 – OCIP Enrollment Request Form Part II (Cont.)

### FORM 2.4: AUTO INSURANCE INFORMATION

Current Auto Liability Insurance Company	Policy Period (mm/dd/yyyy to mm/dd/yyyy)	Auto Policy Number*		
<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>		
Liability Coverage Limit	# Vehicles Covered	# Vehicles On Site	# Mobile Equipment	Total Auto Annual Premium
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### FORM 2.5: CONFIRMATION

**NOTE: It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from its current insurance program.**

Fulton County as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and receipt records used in determining the above credit. At completion of the work, Fulton County's Agent shall audit the project receipt records of Contractor and adjust contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to Fulton County. This assignment is valid for insurance policies whose premiums have been paid by Fulton County on behalf of such Contractor.

***Fax all supporting information to the number above as soon as you have completed this form. NO certificates or policies can be provided until this form and all related documents are received.***

Signed (Name of person completing form)*	Date Completed
<input type="text"/>	<input type="text"/>
Title	Phone*
<input type="text"/>	<input type="text"/>

I understand that this web-based form constitutes a legal document. I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

**Signature**

## ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

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<b>Basis of Insurance Cost Calculation – Coverage and Limits</b>
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**1. Commercial General Liability –**

\$ 1,000,000 Each Occurrence  
\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products/Completed Operations Aggregate\*  
\$ 1,000,000 Personal Injury and Advertising Liability  
\$ 100,000 Damages to Rented Premises

\*Including term up to 5 years after substantial completion

**2. Excess/Umbrella Liability**

**The Construction Manager:** \$5,000,000 Each Occurrence/Aggregate

**Subcontractors:** \$1,000,000 Occurrence/Aggregate

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 3 – Supplemental Insurance Information



### Fulton County Library OCIP

Neill Davis, OCIP Administrator / ndavis@rmgt.com  
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361  
 Fax (404) 591-3515

### FORM 3 - CHANGE ORDER FORM

Contractor:		FEIN:	
<input type="text"/>		<input type="text"/>	
Address:		City, State, Zip	
<input type="text"/>		<input type="text"/>	
Office Contact Name:	Phone & Ext.:	Office Contact E-Mail:	Fax:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Project ID:	Contract Value:	Type of Work:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Awarding Contractor:	Prime Contractor:	Start Date (mm/dd/yyyy):	Est Completion Date (mm/dd/yyyy):
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**For work to be performed under this Contract/Change Order:** Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

GL Rate Based On\*

- Payroll    Receipts    Receipts per \$100    Receipts per \$1000    Flat Rate Premium

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

It is extremely important to accurately estimate payrolls for this contract. Payroll should be raw wages without burden, fringes or overtime premium, but should include sick, vacation, holiday pay and imputed income.

Premium Discounts

Total GL Premium

Estimated Subcontractor Premiums (Fax Cost Identification Sheet for Each Subcontractor or Calculate 3% of Subcontractor value for Each Subcontractor's Estimated Insurance Cost)

Umbrella/Excess Coverage

Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>

TOTAL PREMIUM

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 3 – Supplemental Insurance Information (Cont.)

Name (Print or Type)	Phone
<input type="text"/>	<input type="text"/>
Title	Date Completed
<input type="text"/>	<input type="text"/>

I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

© 2012 Resurgens Risk Management, Inc.

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 5 – Man Hours Report



Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rrmgt.com  
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361  
 Fax (404) 591-3515

### FORM 5 - GL PAYROLL/RECEIPTS FORM

Contractor [Yellow Box]		Project ID [Yellow Box]	
Address [Yellow Box]		City, State ZIP [Yellow Box]	
Office Contact [Yellow Box]	Office Phone [Yellow Box] ext. [White Box]	Fax [Yellow Box]	Email [Yellow Box]
Payroll Contact [Yellow Box]	Payroll Phone [Yellow Box] ext. [White Box]	Fax [Yellow Box]	Email [Yellow Box]
Awarding Contractor [Yellow Box]		Primary Contractor [Yellow Box]	

GL Rate Based On\*

Payroll  
  Receipts  
  Receipts per \$100  
  Receipts per \$1000  
  Flat Rate Premium

Month   Year   Payroll or Receipts & Hours  
 [Yellow Box]   [Yellow Box]

GL Code	Total Payroll/Receipts	Hours Reg	Hours OT
[Yellow Box]	[Yellow Box]	[Yellow Box]	[Yellow Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]	[White Box]
TOTALS	[Yellow Box]	[Yellow Box]	[Yellow Box]

Umbrella Deduct

Payroll or Receipts & Hours

Total Payroll/Receipts	Hours Reg	Hours OT
[Yellow Box]	[Yellow Box]	[Yellow Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
[White Box]	[White Box]	[White Box]
TOTALS	[Yellow Box]	[Yellow Box]

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 5 – Man Hours Report (Cont.)

I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Form Completed by (printed or typed name):

Date Completed

Title

Phone

Signature

# ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

## Form 6 – Notice of Completion



### Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rmgt.com  
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361  
 Fax (404) 591-3515

### FORM 6 - COMPLETION OF WORK FORM

Contractor:  FEIN:

Please be advised, we are scheduled to complete our work for

Awarding Contractor:  Prime Contractor:   
 Project ID:  Completion Date:   
 Project Name:

We used the following subcontractors, who will also complete their work on the date shown above

- This is our only job at Fulton County Library
- We are still working on the following jobs at Fulton County Library:

Awarding Contractor	Job Name and Description	Prime Contractor
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information

Name:   
 Phone:  Fax:   
 Email:   
 Address:   
 City:  State:  Zip:

**ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)**

**Form 6 – Notice of Completion (Cont.)**

Form Completed by (printed or typed name):		Phone:
<input type="text"/>		<input type="text"/>
Title:	Date:	
<input type="text"/>	<input type="text"/>	
<input type="text"/>		
Signature		

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**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
<b>TOTAL</b>																		

FIRMS'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

This completed form is for (Check only one):

\_\_\_\_\_ Bidder/Proposer

\_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_

\_\_\_\_\_ Date Completed: \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>	
<b>FROM:</b>	<b>PROJECT NUMBER:</b>	
<b>TO:</b>	<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>					
<b>Address:</b>					
<b>Telephone #:</b>					

AMOUNT OF REQUISITION THIS MONTH: \$ \_\_\_\_\_  
 TOTAL AMOUNT PAID THIS MONTH :\$ \_\_\_\_\_  
 TOTAL AMOUNT PAID YEAR TO DATE :\$ \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_  
*(Signature)*
*(Printed Name)*

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## **EXHIBIT H**

### **FULTON COUNTY FIRST SOURCE JOBS PROGRAM**

#### **STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

#### **PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

#### **MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

# FULTON COUNTY

## First Source Jobs Program Information

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

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FULTON COUNTY  
First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

## EXHIBIT A

The Policy of Turner Construction Company is that all qualified persons shall be afforded equal employment opportunity with no regard to creed, race, national origin, sex or color. This applies to hiring, promotion, transfer or termination of our employees and it is our intent to cooperate with Executive Order No. 11246, Equal Employment Opportunity. This policy extends to every phase of employee recruitment, such as employment agencies and advertising.

### **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM**

1. The purpose of this Affirmative Action Program is to meet the requirements of Executive Order No. 11246 on all project.
2. Equal Employment Opportunity responsibilities are assigned to Mr. Bob Grimes.
3. Before each project is bid, the provisions of the specifications concerning Equal Employment Opportunity will be reviewed to insure that this requirement receives proper attention during preparation of bids and subsequent award of subcontracts and purchase orders.
4. When work is begun on each new project, the following shall be done:
  - a. The Superintendent will be properly informed on Equal Employment Opportunity matters concerning the particular project.
  - b. The necessary steps will be taken to insure that provisions are incorporated into applicable subcontracts and purchase orders issued by Turner Construction Company, Inc.
  - c. A copy of both the Affirmative Action Program and our Equal Employment Opportunity Policy will be furnished to each subcontractor and each supplier. They will be requested to advise us, in writing, that they understand both, and that they will take affirmative action to assist this company in the implementation of our Program.
  - d. The Superintendent, all Supervisory Personnel who employ or who may employ others, and Field Office personnel will be furnished a copy of our Policy and Program.
  - e. A copy of the Civil Rights of 1964 - Executive Order No. 11246 poster will be posted on each job bulletin board or at some other conspicuous location on the job site.
  - f. A copy of both our Policy and this Program will be posted on the job bulletin board of each job where they can be seen by all employees and applicants for employment.
5. The Project Managers will review and discuss composition of on-site employment with Superintendents and Foremen to indicate that it is the desire of management to carry out its Policy and Program. This subject will also be a topic for discussion in job meetings of supervisory personnel.
6. Whenever practicable, it will be made known publicly that applicants for employment are desired from all able-bodied persons, regardless of race, creed, color or national origin.
7. All notices in newspapers, etc., for prospective employees will contain the phrase, "Equal Opportunity Employer".
8. The employment of apprentices is to be stressed, whenever practicable.

EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION PROGRAM  
PAGE TWO

9. The upgrading of capable unskilled or semi-skilled workmen to semi-skilled or skilled positions is to be done without regard to race, creed, color or national origin.
10. Whenever practicable, subcontractors from minority groups will be encouraged and assisted to compete on an equal basis.
11. Interviews with prospective employees, subcontractors, and suppliers shall be made without regard to race, creed, color or national origin.
12. Unless exempted, Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, and the affirmative action clauses as set forth in 41 C.F.R. § 60-741.4 (for contracts of \$10,000 or more), 41 C.F.R. § 60-250.4 (for contracts of \$25,000 or more) and 41 C.F.R. § 61-250.10 (requiring the annual reporting of Vietnam era and special disabled veterans) are incorporated herein by reference.

## EXHIBIT B

### TURNER CONSTRUCTION COMPANY POLICY STATEMENT ON SEXUAL HARASSMENT

**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. Purpose

In order to provide a productive working environment, it is important that we maintain an atmosphere of mutual respect. Accordingly, the kind of conduct characterized 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.

1. Sexual Harassment exists when:
  - a) 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
  - b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment decisions.
2. Sexual Harassment may also exist when such conduct unreasonably interferes with an employee's ability to perform his or her job or creates an intimidating work environment.
3. Sexual Harassment does not refer to casual behavior or occasional compliments of a 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.

#### B. Procedures

An employee who feels that he or she has been harassed is strongly encouraged to immediately bring the matter to the attention of their supervisor, project manager or department head.

#### C. Responsibility

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

---

**Turner Construction Company 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.**

---

INTERIM WAIVER AND RELEASE UPON PAYMENT - SUBCONTRACTOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY  
Turner Construction Company TO FURNISH \_\_\_\_\_ FOR THE  
CONSTRUCTION OF IMPROVEMENTS KNOWN Milton Branch Library WHICH  
IS LOCATED IN THE CITY OF Milton, COUNTY OF Fulton AND IS  
OWNED BY Fulton County, Georgia AND MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

Milton Branch Library  
855 Mayfield Road  
Milton, Georgia 30009

UPON THE RECEIPT OF THE SUM OF \$\_\_\_\_\_, THE MECHANIC AND/OR  
MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT  
HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY  
LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF \_\_\_\_\_ AND  
EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN  
MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS,  
OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID  
CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(WITNESS) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE  
CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE,  
EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE  
DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR  
A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE  
TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER  
THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER  
O.C.G.A. SECTION 44-14-366.





WAIVER AND RELEASE UPON FINAL PAYMENT - SUBCONTRACTOR

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY  
TURNER CONSTRUCTION COMPANY TO FURNISH \_\_\_\_\_ FOR THE  
CONSTRUCTION OF IMPROVEMENTS KNOWN AS Milton Branch Library WHICH IS  
LOCATED IN THE CITY OF Atlanta , COUNTY OF Fulton , AND IS  
OWNED B Fulton County, Georgia  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

Milton Branch Library  
855 Mayfield Road  
Milton, Georgia 30009

UPON THE RECEIPT OF THE SUM OF \$ \_\_\_\_\_, THE MECHANIC AND/OR  
MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS  
IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST  
ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR  
BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID  
CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE  
CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED  
ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS  
AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF  
NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY  
PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF  
THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A  
WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT C

GEORGIA

SS: \_\_\_\_\_

COUNTY OF FULTON

\_\_\_\_\_, being duly sworn, deposes and says:  
(Individual)

1. That he is the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

Subcontractor of Turner Construction Company for \_\_\_\_\_  
(Type of Work)

at **Milton Branch Library 855 Mayfield Road Milton, Georgia 30009**  
(Job Name and Location of Work)

2. That all of the statements herein contained are true and correct and that he makes this affidavit in order to induce Turner Construction Company to make payment to the said Subcontractor with full knowledge and intent that Turner Construction Co. will rely thereon.

3. That the names and addresses of all persons who have not been paid in full for work, labor, services or materials performed or furnished to or for the said Subcontractor upon or in connection with the prosecution of its subcontract work, and the amounts due or to become due to such persons for such work, labor, services or materials are as follows:

NAME	ADDRESS	AMOUNT DUE OR TO BECOME DUE
_____	_____	_____

4. That all Federal and State Income and other Taxes withheld or required to be withheld from the wages and salaries of all persons employed by the said Subcontractor upon or in connection with its subcontract work have been set aside and have been or will be paid when due, and that there are no such taxes presently due and unpaid or payable, except as follows:

DESCRIPTION OF TAX	AMOUNT
_____	_____

EXHIBIT C

5. That all employer contributions required to be paid by said Subcontractor under union labor agreements with respect to persons employed by it on or in connection with its subcontract work have been or will be paid when due, and that there are no such contributions presently due and unpaid or payable, except as follows:

<u>DESCRIPTION OF UNION CONTRIBUTION</u>	<u>TO WHOM PAYABLE</u>	<u>AMOUNT</u>
--	------------------------	---------------

6. That all other taxes, unemployment insurance and other contributions required to be paid by the said Subcontractor by reason of its employment of persons on or in connection with its subcontract work have been or will be paid when due, and that there are no such taxes, unemployment insurance and other contributions presently due and unpaid or payable, except as follows:

<u>DESCRIPTION OF TAX OR CONTRIBUTION</u>	<u>AMOUNT</u>
---	---------------

7. That all payments or advances received from TURNER CONSTRUCTION COMPANY by said Subcontractor for or in connection with its subcontract work will be held as trust funds to be applied first to the payment in full of the foregoing obligations before using the same for any other purpose.

(signed) \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_

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

# GENERAL RELEASE

WHEREAS, pursuant to contract made \_\_\_\_\_ by and between  
(date of subcontract)

**Turner Construction Company**

and

\_\_\_\_\_  
(name of subcontractor)

hereinafter called the SUBCONTRACTOR, for

(brief statement of work covered by contract, name of project and its location)  
final payment is about to be made,

NOW, THEREFORE, in consideration of the premises and of the sum of \_\_\_\_\_ Dollars (\$)  
(amount of final payment)

lawful money of the United States being the full and entire sum due upon the completion of the contract aforesaid to the said Subcontractor in hand paid by Turner Construction Company, receipt of which is hereby acknowledged, said Subcontractor does hereby remise, release and forever discharge Turner Construction Company and

**Fulton County 130 Peachtree Street, SW Ste 1168 Atlanta, Georgia 30303**  
\_\_\_\_\_  
(name of Owner)

of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Subcontractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Subcontractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_.

ATTEST OR WITNESS

(SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Address

BY \_\_\_\_\_  
President

\_\_\_\_\_

Turner Construction Company  
Immigration Compliance Program

**MILTON BRANCH LIBRARY**  
**MILTON, GEORGIA**  
**12.12.12**

In order to reinforce our commitment to and compliance with Georgia and federal employment/immigration laws and regulations, Turner will implement the following additional steps in its subcontracting process.

1. The Subcontractor will provide to Turner an updated Subcontractor Affidavit and Agreement pursuant to the Georgia Security and Immigration Compliance Act in the form attached. In addition, the Subcontractor will provide to Turner a copy of an updated Sub-Subcontractor Affidavit and Agreement executed by each of its sub-subcontractors working for the Subcontractor on the Project. Affidavits must be signed by an officer of the firm, notarized and must state the firm's E-Verify enrollment number.
2. The Subcontractor will certify to Turner its compliance with federal law and the Georgia Security and Immigration Act by completing the attached Employer Immigration Compliance Certification. The Certification must list the names of all of the Subcontractor's employees working at the Project site and must be signed by an officer of the firm and notarized.
3. The Subcontractor will require all of its sub-subcontractors on the Project to complete, sign and notarize the Employer Immigration Compliance Certification including all of the names of the sub-subcontractors' employees working at the Project site. The Subcontractor will provide Turner with a copy of all of its sub-subcontractors' Certifications with employees' names.
4. The Subcontractor must provide its Certification and its sub-subcontractors' Certifications to Turner at least five business days before it begins to perform work at Project site. For any employee of the Subcontractor or a sub-subcontractor assigned to the Project site after this date, the Subcontractor will provided an updated Certification to Turner listing the name of the employee.
5. The Subcontractor will require all of its employees working at the Project site to obtain a photo Project ID badge issued by Turner. Turner will only issue Project ID badges to workers whose name appears in the Subcontractor's or a sub-subcontractors' Certification, who have satisfactorily completed drug testing, who have completed Turner's safety orientation for the Project and who have produced to Turner a photo ID issued by a governmental agency. The Project ID badge will be printed by Turner with a photograph taken by Turner at the Project site.
6. The Subcontractor will require all of its workers on the Project to wear their Project ID badge at all times. Project ID badges must be worn in such a manner that the badge is

readily visible. Periodic checks will be conducted at the Project gate of all workers entering the Project to ensure that every worker has a Project ID badge. Any worker without the Project ID badge will not be permitted on the Project. Replacement badges for lost or stolen badges will be issued at a cost of \$10 per badge.

7. The Subcontractor's failure to comply with this Program is a material breach of the Subcontract Agreement. Providing to Turner a Subcontractor Affidavit and Agreement or Employer Immigration Compliance Certification with information or statements known to the Subcontractor to be false is grounds for immediate termination for default without a period of cure. The Subcontractor will have a similar agreement with each of its sub-subcontractors.
8. Turner will periodically sponsor U.S. Immigration and Customs Service training on I-9's, E-verify and updates to the Federal Acquisition Regulations and will require subcontractor and sub-subcontractors working on the Project to participate in this training.

Attachments:

- Subcontractor Affidavit and Agreement dated 12/12/12
- Sub-Subcontractor Affidavit and Agreement dated 12/12/12
- Employer Immigration Compliance Certification dated 12/12/12
- Exhibit A to the Employer Immigration Compliance Certification dated 12/12/12

**SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)**

Project Number and Name: Milton Branch Library

Contractor:

Subcontractor:

**STATE OF GEORGIA**      **COUNTY OF:** \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Turner Construction Company on behalf of Fulton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
Signature Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_

**SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(4)**

Project Number and Name: Milton Branch Library

Contractor:

Subcontractor:

Sub-Subcontractor:

**STATE OF GEORGIA**

**COUNTY OF: \_\_\_\_\_**

**SUB-SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ and Turner Construction Company on behalf of Fulton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the (Insert name of subcontractor or sub-subcontractor that you are contracting with/ with whom you have privity of contract). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
Signature Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Date: 12.12.12

# EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

Personally before me, the undersigned authority, appeared \_\_\_\_\_, who is known to me to be an official of the firm \_\_\_\_\_, who after being duly sworn, stated on his oath that the within statements are true and correct.

I \_\_\_\_\_ (*print name*) am an officer of \_\_\_\_\_ ("Subcontractor"), a \_\_\_\_\_ (*State*) \_\_\_\_\_ (*Corporation, Company, LLC, Partnership*). I certify to Turner Construction Company ("Turner") that the following employees of Subcontractor will be assigned to the **Milton Branch Library Project**.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Turner and to the **Milton Branch Library Project** the following:

- I have reviewed our I-9 files and I confirm that we have an I-9 on file for every employee listed above and to the best of my knowledge all of these I-9's are accurate.
- We used the E-Verify program to verify the employment eligibility of each employee listed above who was hired after we were required to use E-Verify per Georgia law.
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed above.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately end said employee's involvement with **Milton Branch Library Project** and notify Turner that said employee is no longer assigned to the Project.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- We will provide this Certification for any additional employees assigned to the **Milton Branch Library Project**. Under no circumstances will we assign one of our employees to the **Milton Branch Library Project** without providing this Certification to Turner for said employee.
- We have attached copies of the E-verify Case Verification report indicating Employment Authorized for each employee listed above hired after we were required to use E-verify per Georgia Law.

To the best of my knowledge and belief, the above Certification is true, accurate and complete.

**By:**

**Subcontractor name and address:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A to the EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION**

**PROJECT:** Milton Branch Library

**NAME** (CORPORATION, COMPANY, LLC, PARTNERSHIP) \_\_\_\_\_

**Additional Employees**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**By:**

**Subcontractor name and address:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_

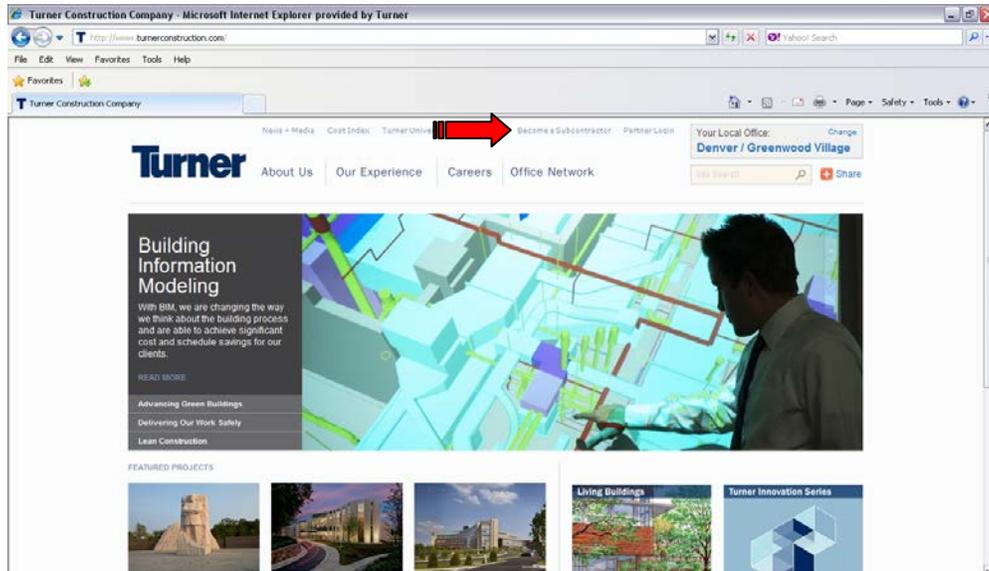
**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**My Commission Expires:**  
\_\_\_\_\_

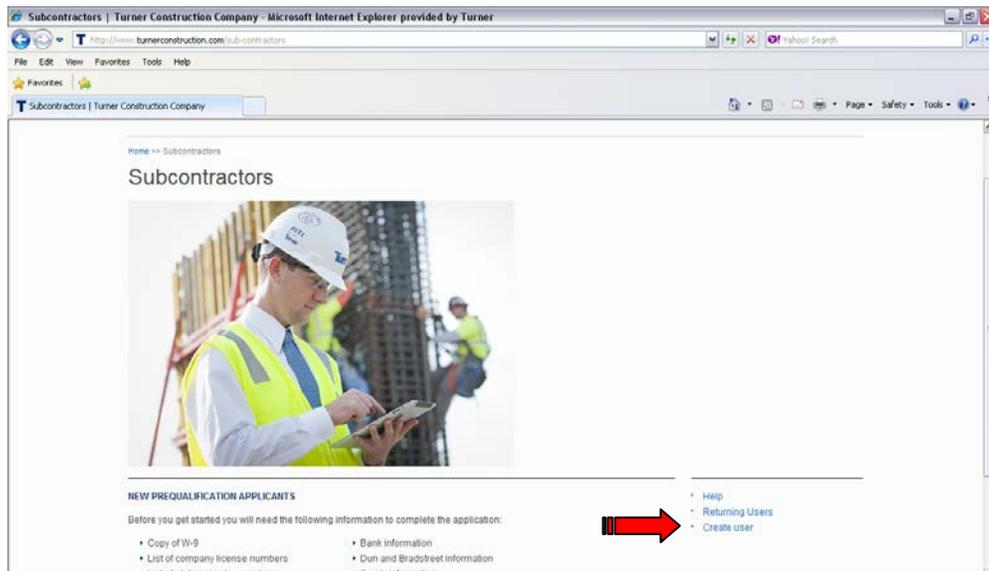
\_\_\_\_\_  
Notary Public

# Turner Subcontractor Prequalification System Log-in Guide

1. On [www.turnerconstruction.com](http://www.turnerconstruction.com), click on link "Become a Subcontractor"



2. Click on link "Create User"



3. You must first confirm whether you have an existing subcontractor prequalification record in the Turner system. This will likely be the case if you are a current Turner subcontractor. This will avoid confusion and prevent duplicate records in the system for your company.

**A) If you are a current subcontractor with Turner or have completed a subcontractor prequalification in the past:**

Contact your local Turner Office to see if you have an existing subcontractor prequalification ID. Confirm the following information: Federal tax identification number (FEIN), Company Name and Prequalification Number.

# Turner Subcontractor Prequalification System Log-in Guide

This information will need to match exactly what is entered currently in Turner's system. We do this complete validation of your information to insure your privacy of data.

Company Name - Your name may not match exactly what is on your W-9 in the system. You'll be able to adjust this after you are in the system, but must enter the name as it currently exists in the Turner system (case sensitive).

Subcontractor Prequalification # - Your prequalification number is a 10 digit number. Example: 0000001234. If you receive a number of 1234 you must fill it with six zeros when entering (i.e., 0000001234). **You must enter all the zeros at the beginning to have it recognized.**

**B) If you are a new Turner subcontractor or have confirmed that no record exists in Turner's system:** Enter your Federal tax identification number (FEIN) and legal company name (as it appears on your W9). Leave the Subcontractor Prequalification # blank.

After entering your information, click Submit to proceed.

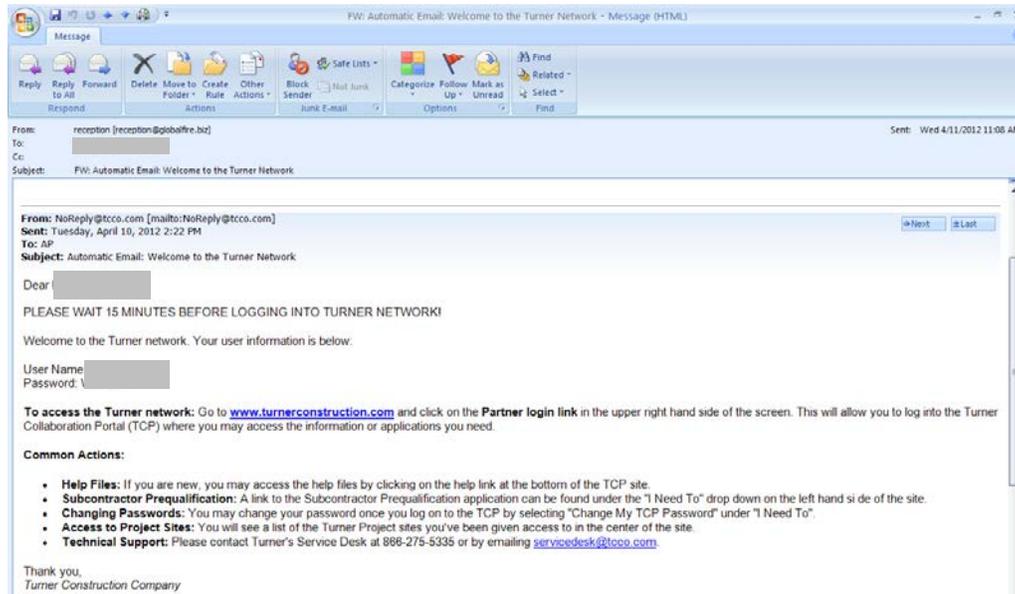
The screenshot shows a web browser window titled "Turner :: Create User - Microsoft Internet Explorer provided by Turner". The address bar shows "https://publicapps.tcco.com/turner/createuser.aspx". The page header is "Turner Account Management - Create User". The main content area is titled "COMPANY LOOKUP" and contains the following text: "Please enter the information below to see if your company already exists in our system." Below this are three input fields: "FEIN \*", "Company Name \*", and "Subcontractor Prequalification #". Red arrows point to each of these fields. A note below the "Company Name" field states: "Non US companies should enter nine zeros for the FEIN". Another note below the "Subcontractor Prequalification #" field states: "Please enter your Company Name exactly as it appears on your W-9". At the bottom of the form are "Submit" and "Cancel" buttons.

4. Complete the information on the following screen and press "Submit". **\*\*Make sure you click the checkbox to "accept Turner's Terms of Service."**

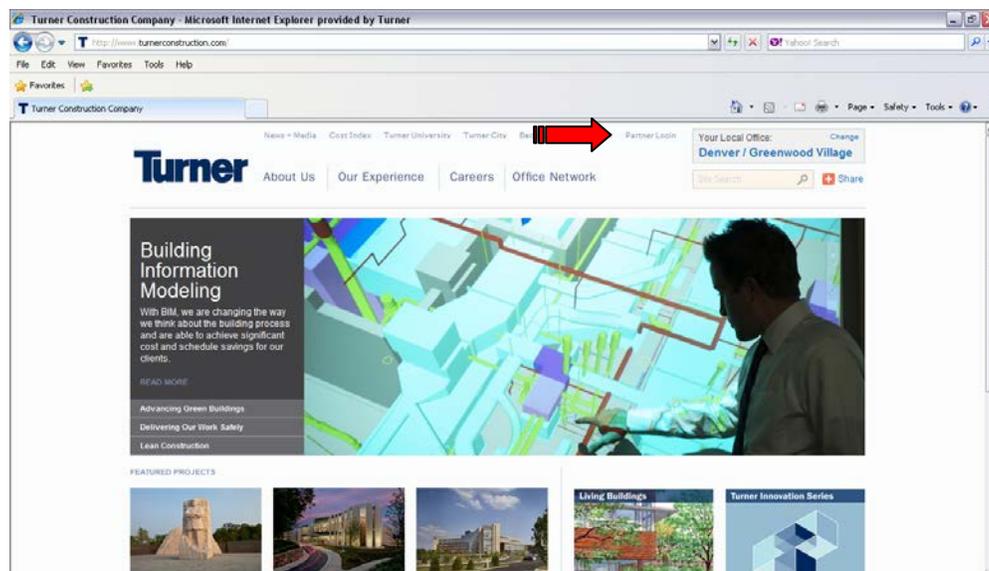
The screenshot shows a web browser window titled "Turner :: Create User - Microsoft Internet Explorer provided by Turner". The address bar shows "https://publicapps.tcco.com/turner/createuser.aspx". The page header is "Turner Account Management - Create User". The main content area is titled "CREATE EXTERNAL USER" and contains the following text: "Please enter the following information to create a user account to access the Subcontractor Prequalification application. All information is required." Below this are several input fields: "Company Name", "FEIN" (with a greyed-out field), "Subcontractor Prequalification #", "Company Street Address \*", "Company City \*", "Company State \*", "Company Zip / Postal Code \*", "Country / Region \*", "Contact Email Address \*", "Confirm Email Address \*", "Contact First Name \*", "Contact Last Name \*", and "Contact Work Phone \*". At the bottom of the form is a blue link: "Click here to view Turner's Terms of service".

## Turner Subcontractor Prequalification System Log-in Guide

5. Once submitted you will receive an email with your User name and Password, similar to the one below. \*\*Please wait 15 minutes as stated in the email before proceeding with Step 6.



6. Return to [www.turnerconstruction.com](http://www.turnerconstruction.com) and click on the link for Partner Login.



# Turner Subcontractor Prequalification System Log-in Guide

7. Enter your Username and Password.  
Make sure you have Partner User checked.

Turner

Security ( [show explanation](#) )

This is a public or shared computer  
 This is a private computer

Please choose a user type:

Turner User  
 Partner User

User Name:

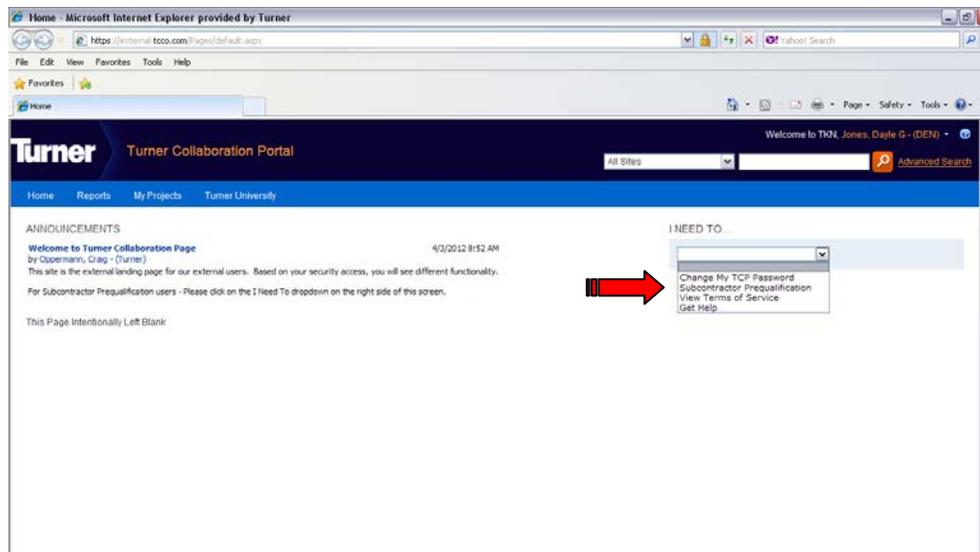
Password:

Please Choose A User Type To Continue

[Partner Only - Forgot Password?](#) | [Partner Only - Forgot User Name?](#) |

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Technology Service Desk: (866) 275-5335 | M-F 8am - 7pm ET | [Email](#)

8. You will be redirected to the Turner Collaborative Portal. On the right side of the screen, select from the drop down box under "I Need To..." the "Subcontractor Prequalification" link.



9. You will be redirected to your Subcontractor Prequalification page.