

EXHIBIT "B"

STANDARD PROVISIONS

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1. INTRODUCTION

These Standard Provisions shall become part of the Subcontract Agreement between Turner and the Subcontractor.

2. GENERAL REQUIREMENTS

- 2.1. The Price includes all labor, material, accessories, equipment and services to complete the work shown and/or implied on the Drawings, Specifications and Turner's Proposal and Supplement Letter(s) thereto. Unit Prices or Alternate Prices when required to be submitted, shall include all direct costs as well as overhead (including actual bond costs, if applicable) and fee. These prices are valid for the duration of the project, unless otherwise noted in our Request and/or Supplement Letter(s).
- 2.2. Should a conflict exist between information contained in Turner's Request for Proposal, Supplement Letter(s), Additional Provisions and the Plans and Specifications, Turner's Request for Proposal and Supplement Letter(s) and Additional Provisions shall take precedence
- 2.3. Subcontractor acknowledges that he visited the site and familiarized himself with existing conditions, which may influence the work. Subcontractor also warrants that he has reviewed the Contract Documents prior to execution of this Agreement and has notified Turner in writing of all conflicts contained therein that could affect cost, schedule or quality. If such conflicts are found after the execution of this Agreement, and could have been reasonably assumed to be included, Subcontractor shall perform the Work in accordance with Turner's direction for no change in contract Price or Time.
- 2.4. Subcontractors are advised that they are subject to the requirement of Executive Order #11246 of the Federal Government and amendment thereto. Attached to this Agreement is "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity", and "Standard Federal Equal Employment Opportunity Construction Contract Specifications", which establish goals and timetables for minority and female participation.
- 2.5. Subcontractor shall be required to submit financial information regarding his company, if requested by Turner, for review. All information so submitted shall be treated confidentially.
- 2.6. Subcontractor agrees to be bound by the terms of the Agreement between Turner and the Owner and its General Conditions, Drawings and Specifications, and to assume toward Turner all the obligations and responsibilities that Turner assumes toward the Owner, by these documents. Subcontractor has requested review of these documents as necessary for compliance.
- 2.7. It is the intent of the Plans and Specifications to provide complete working installations. The Plans and Specifications describe methods and materials to be used, they are not necessarily complete in every detail, but rather represent minimum requirements. Subcontractor recognizes and agrees that certain refinements and/or clarifications may be made from time to time and that no adjustment in the Price will be made as a result of these document refinements/clarifications.
- 2.8. Subcontractor acknowledges and represents that Subcontractor has: 1) examined and fully understands the Drawings, Specifications, and all related Reports listed as Contract Documents, 2) had an opportunity to request changes, clarifications, and/or interpretations of errors, ambiguities, omissions, and other related issues, 3) determined all procedures, techniques, and schedules necessary or appropriate to complete the Work.
- 2.9. The Drawings, Specifications, and Reports listed as Contract Documents indicate the general scope of the Work. This information does not necessarily indicate or describe all the work required for the full performance and completion of the Work. It is intended that the Subcontractor shall be responsible for the inclusion of adequate amounts to cover all work indicated, described, or implied, subject to code requirements and the reasonable intent of the Owner and Architect.

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- 2.10. The Additional Provisions are intended to clarify the scope but are in no way intended to limit the scope of work that is reasonably inferable as being required for the completion of the Work. Items of work that are included by references to a particular detail or particular set of details shall require that items of similar nature on other details not specifically referenced be included.
- 2.11. It is understood that costs associated with escalation for both labor and materials are to be included in the Price unless stipulated differently in the Additional Provisions.
- 2.12. The cost of all cutting, coring and patching required in connection with proper installation of this Subcontractor's Work is included.
- 2.13. During construction, Subcontractor to use on-site trash bins furnished by Turner for recyclable materials in accordance with Item C.3 of Exhibit "G" (Recycling Program). Such bins will be labeled clearly in several languages or with universal symbols. Subcontractor shall provide orientation prior to start of construction for workers to train them to use the recycle bins. The Asphalt, Concrete, and Demolition Subcontractors shall provide their own recyclable trash bins for their own use.
- 2.14. Whenever a conflict exists between any of the Contract Documents, Referenced Agreements, Specifications, Drawings, and/ or Attachments, and/or Additional Provisions, the more stringent requirement shall be enforced.

3. INSURANCE REQUIREMENTS

- 3.1. The following are minimum General Liability Insurance limits required for the Project:

		Urban Site (Combined Single Limits)
Limit No. 1	(Extra Hazardous)	\$5,000,000
Limit No. 2	(Hazardous)	\$3,000,000
Limit No. 3	(Non-Hazardous)	\$2,000,000

Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the work, with the following minimum limits:

Bodily Injury and Property Damage (Combined Single Limit)	All Classifications \$1,000,000
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The above insurance policies are to name Turner, the Owner and other parties identified in the General Contract as Additional Insured. Sub-subcontractors shall name the same parties as Additional Insured.

This Subcontractor acknowledges that there will be a waiver of subrogation between all parties.

All insurance is to be primary.

Additional insured endorsements are required and shall be on either the CG 20 10 11 85 Form or the CB 20 26 11 85 Form or equivalent.

4. SUBCONTRACTOR'S EMPLOYEES

- 4.1. Subcontractor shall notify in writing, and assign its employees, material men and suppliers, to such gates or entrances as may be established for their use by Turner and in accordance with such conditions and at such times as may be imposed by Turner. Strict compliance with Turner's gate usage procedures shall be required by the Subcontractor, who shall be responsible for such gate usage by its employees, material men, suppliers, subcontractors, and their material men and suppliers.

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- 4.2. Subcontractor shall schedule the work and the presence of its employees at the jobsite and any deliveries of supplies or materials by its material men and suppliers to the jobsite on such days, and at such times and during such hours, as may be required by Turner. Subcontractor shall assume responsibility for such schedule compliance not only for its employees for all its material men, suppliers and subcontractors, and their material men and suppliers.
- 4.3. Subcontractor shall indemnify and hold harmless Turner and the Owner from and against any liability, loss, damages, cost, claims, awards, judgments, fines, penalties, expenses, including attorneys' fees and costs, which may be incurred by Turner or the Owner as a result of Subcontractor's or its lower tier subcontractor's failure to fulfill the provisions stated above.

5. ACCOUNTING - PAYMENT PROCEDURES

- 5.1. Ten (10) days before the first Application for Payment, Subcontractor shall submit to Turner for approval a detailed Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Turner may require. This schedule of values shall assign a specific value for safety, cleanup, and Closeout document (i.e. As-Built drawings, test reports, Punchlist completion). This schedule shall be used only as a basis for the Subcontractor's monthly Applications for Payment. This Schedule of Values shall be further broken down on an "area" basis as defined by Turner.
- 5.2. Submit invoices and/or requisitions for payment, to the Turner Project Accountant by the 20th of the month for work to be completed through the end of the month unless stipulated otherwise in the Additional Provisions or in the Subcontractor Procedures Manual.
- 5.3. Conditional Waivers of Lien from Subcontractor, his subcontractors and material men, for all labor and materials under this Subcontract, shall accompany current invoice and/or requisition. Unconditional Waivers of Lien in the amount of the previous month's progress payment must also accompany current requisition, or within three days of payment if not paid prior to the following month's billing submittal.
- 5.4. Ten (10) days before the first Application for Payment, the Subcontractor shall provide a cash flow projection for the project duration further broken down by material, fabrication and installation.
- 5.5. A Taxpayer Identification Number and Certification (Form W-9) must be on file prior to the processing of the 1st Application for Payment.
- 5.6. To the extent allowed in the Agreement between the Owner and Turner, payments shall be made for materials or equipment not incorporated in the work, but delivered and suitably stored and insured at the site, subject to Owner and Architect pre-approval and payment to Turner of same; and if approved in advance by Owner and Architect for material or equipment manufactured and suitably stored, inventoried and insured at some other location agreed upon in writing subject to Consent of Surety, this Subcontractor's execution of a Uniform Commercial Code Financial Statement (Form U/CC-1) and a Security Agreement (TCCo Form 5/22/89) (Personal Property) and the presentation of evidence of fire and theft insurance, naming Turner as loss payee in an amount equal to the requisitioned value with any deductible to be assumed by the Subcontractor and the condition that said material and/or equipment will be stored at no additional cost to Turner, the Owner or Architect and that this Subcontractor shall deliver or cause to be delivered said materials when and as directed by Turner so as to compliment Turner's construction schedule. Further, said pre-payments shall be in an amount equaling 90% of the value of said materials/ equipment less transportation costs.

Transportation costs for the Owner and Turner, as required to verify materials that are stored offsite and invoiced, are to be borne by this subcontractor.

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6. MATERIALS, PROCUREMENT, DELIVERY, SUBSTITUTIONS

- 6.1. No substitutions of material or product manufacturers will be considered unless such substitutions are an increase in value, quality, and/or performance, or if the proposed materials are no longer available. Subcontractor to make Turner aware of such discrepancies at the time of the Contract.
- 6.2. The Subcontractor shall be responsible for the cost of expediting all deliveries of his materials to meet the requirements of Turner's progress schedule. Should it become necessary, in order to maintain job progress, for Turner to augment the Subcontractor's expediting efforts, all such costs incurred by Turner shall be borne by the Subcontractor.
- 6.3. Subcontractor to submit a proposed list of manufacturers for major items to be provided under the Agreement for approval prior to proceeding with any submittal information.
- 6.4. Subcontractor may be assigned pre-purchased equipment or materials as stipulated in the Contract Agreement. Subcontractor is responsible for the proper installation, coordination, and handling of these items as described in the Agreement.
- 6.5. Chromated Copper Arsenate (CCA) treated wood is not to be used for any purpose on Turner projects.

7. SPECIAL CONTRACTUAL

- 7.1. Subcontractors shall be responsible for any requirements shown on the drawings and called out in the specifications for the work by other trades that affect this Subcontractor's Work. Subcontractors shall review and study the drawings and specifications of the work of other trades with respect to the coordination of this Subcontractor's Work with these other trades.
- 7.2. The Subcontract Agreement covers compliance with all associated building codes, laws and required permits. If the Subcontractor observes that any of the Contract Documents are at variance therewith, Subcontractor shall promptly notify Turner in writing, so that necessary modifications can be made. If the Subcontractor performs any work contrary to such codes, laws, ordinances, rules and regulations, and without such written notice to Turner, Subcontractor shall assume full responsibility therefore and shall bear all costs attributable thereto as required by the Agreement.
- 7.3. Subcontractor agrees that it will notify and enforce with its employees and related personnel, via written handouts, that the use of illegal drugs, intoxicating beverages, and firearms or other weapons on the site is prohibited.
- 7.4. In the event that a Performance and Payment Bond is required to be furnished by the Subcontractor, such bonds will be executed on Turner's Labor and Material Payment Bond Form No. 647 Rev. 3-88 and Performance Bond Form No. 646A Rev.1-90 and the cost of such bonds will be included in the Price. It is understood that all Subcontractor proposals for any and all potential future Change Orders include the actual cost (without markup) of additional bonding costs as required. Turner reserves the right to review actual invoices from Subcontractor Surety in order to verify the actual bond cost, relative to Change Order work.

Subcontractor and its Surety hereby agree to execute and deliver to Turner in connection with the issuance of Subcontractor Change Orders under this Agreement, Rider "A" amendments increasing the amount (penal sum) of the Payment and Performance Bonds to be furnished by Subcontractor as provided in this Agreement when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by the Subcontractor for the Rider "A" amendments shall be included in the cost of the Change Order.

- 7.5. Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items

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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 hold harmless Turner of and from all liability loss, damage and expense, including interest, costs and attorney fees, which Turner and/or its Surety may sustain by reason of Subcontractor's failure to do so.

- 7.6. The Subcontractor hereby expressly agrees that any lien on the premises of the Owner to which the Subcontractor or any Sub-Subcontractor, laborer or material vendor may be entitled, shall be subordinate to the lien of any mortgage held by any Lender advancing construction financing to the Owner for the project, and to that of Turner. Such subordination of any lien of the Subcontractor or any Sub-Subcontractor, laborer or material vendor shall apply to all advances of such construction lender secured by such mortgage lien, whether or not any work or materials for which a Mechanic's lien is claimed was performed or were supplied prior to the making of a given advance of such construction lender. The lien of the construction lender shall have priority as to all advances by such lender, regardless of the time of performance of the Work or provisions of the materials for which any such lien is claimed.
- 7.7. Subcontractor, for good and valuable consideration and intending to be legally bound hereby, agrees to indemnify and hold harmless Turner and Owner and their respective officers, agents, servants and employees from and against any and all liability, claims, loss, cost, expense, damage or injury of any kind or nature, including legal fees and disbursements that Turner and/or Owner may directly or indirectly sustain, suffer, or incur as a result of, arising out of or relating to the performance of design and/or engineering services in connection with the Subcontract of the work. Subcontractor agrees to and does hereby assume on behalf of Turner and/or Owner the defense of any action at law or in equity which may be brought against Turner and/or Owner upon or by reason of such claims and shall pay on behalf of Turner and/or Owner, upon demand, the amount of any judgment that may be entered against them in any such action.
- 7.8. Subcontractor acknowledges that the General Contract between Turner and the Owner provides that Turner shall have a fixed amount of time to complete various portions of the Project, and that Turner will be obligated to pay damages to the Owner in the amount of \$5,000 for each day that completion is delayed beyond such date and any extension(s) thereof as provided in the Contract Documents. Subcontractor agrees, in addition to its other duties and obligations under this Agreement and not in limitation thereof, to indemnify and save Turner harmless from any and all such damages including any loss, costs and expenses incurred in connection therewith, which Turner may become obligated to pay to Owner by reason of, resulting from or otherwise caused by Subcontractor's failure to perform and prosecute its Work in accordance with the terms of this Agreement and the Contract Documents.
- 7.9. Subcontractor agrees not to sublet all or any part of this Agreement without the prior written consent of Turner. Any such subletting without such prior written consent shall be void and of no effect and shall vest no right or right of action in the Subcontractor against Turner. Any such subletting shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other contract documents, and the Subcontractor shall be and remain as fully responsible and liable for the defaults, neglects, acts and omissions of its assignees and subcontractors and all persons directly or indirectly employed by them as it is for its own defaults, neglects, acts and omissions and those of its own officers, agents, servants and employees. The Subcontractor shall bind each of its subcontractors to all of the terms, provisions and covenants of this Agreement and the other contract documents with respect to the sublet work. Turner's consent to any subletting shall not be deemed to create any contractual relationship between Turner and any subcontractor to whom the Work or any portion thereof is sublet, and shall not vest any right or right of action in such subcontractor against Turner.
- 7.10. Strikes (including sympathy strikes) or any other stoppage of work by employees performing work on, or delivering supplies or materials to, the Project shall not excuse any delay of the Subcontractor in the proper performance of its work, regardless of whether the strike or other

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stoppage of work is attributed to union action or the decision of an individual employee. Subcontractor will be required to recover or make up any time lost at its' own expense.

- 7.11. Subcontractor shall assign its personnel, visitors, material men and suppliers to such gates or entrances as may be established for their use by Turner and in accordance with such conditions and at such times as may be imposed by Turner. Strict compliance with gate usage procedures shall be required by the Subcontractor, who shall be responsible for such gate usage by its personnel, visitors, material men, and suppliers, and by its lower-tier subcontractors and their personnel, visitors, materialmen, and suppliers.
- 7.12. Subcontractor shall schedule the work and the presence of its personnel at the Project, and Turner may require any deliveries of supplies or material by its materialmen and suppliers to the Project, on such days and at such times and during such hours as may be required by Turner. Subcontractor shall assume responsibility for such schedule compliance not only for its own personnel, visitors, materialmen and suppliers, but also for the personnel, visitors, materialmen, and suppliers of its lower-tier subcontractors.
- 7.13. Subcontractors using other subcontractor's scaffold or other related equipment shall be required to sign a "hold harmless" agreement with that subcontractor.
- 7.14. Subcontractor acknowledges Turner's Sexual Harassment Policy dated October 1999.
- 7.15. Any cost savings ideas, value engineering, or other related information offered by the Subcontractor shall meet all requirements of the Contract Documents and intent of the Architect in terms of performance, quality, schedule, and related provisions.

8. ADMINISTRATIVE

- 8.1. No publicity releases (newspaper, radio, TV, advertisements, etc.) shall be issued without the prior review of the Owner and of Turner. No signs other than field office identification signs will be permitted.
- 8.2. It shall be the responsibility of each Subcontractor to obtain any permits and/or permissions from agencies and/or governing bodies for any work that affects vehicular or pedestrian traffic pertaining to his work. Subcontractor shall secure any business license required by the City in which this project is located and submit copy of such license at the start and completion of the Project to ensure license was valid during the performance of the Work.
- 8.3. Shop Drawing Submittals:

Subcontractor shall furnish to Turner within five (5) days from the date of award a proposed schedule setting out in detail the date at which each of the following submissions is to be supplied and the amount of lead time required for fabrication and delivery: all shop drawings, schedules, reports, diagrams, layouts, setting plans, cuts, explanations, catalog references, samples, close-out / commissioning matrix, and other data required by Turner as necessary (such items, as modified from time to time at the request or with the approval of Turner, herein called "Submissions"). This proposed schedule shall conform and relate directly to the Project Schedule. This schedule of submittals will incorporate any specific requests or due dates noted in the Additional Provisions.

Subcontractor shall, in accordance with the aforementioned approved schedule and at its own cost and expense, furnish to Turner for review, all submissions necessary or appropriate to the work. Such submissions shall be prepared in accordance with the specifications and general conditions in such quantities as may be required by Turner. No review of such submissions by Turner and/or the Architect shall relieve the Subcontractor from responsibility for deviations from this Agreement, including, without limitation, the specifications and/or drawings, or from engineering/design responsibilities enumerated in the specifications, nor shall any such review relieve Subcontractor from the responsibility for errors. Upon return of submissions to the Subcontractor or Vendor, the Subcontractor Vendor shall make any correction required in accordance with the Contract

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accordance with the Contract Documents and, within one (1) week or less, furnish corrected resubmissions to Turner for further review, file with Turner final corrected copies and furnish such other copies as may be needed or requested by Turner. If the Subcontractor fails to make timely submissions and re submissions to maintain job progress, the Subcontractor shall be liable for all costs, expenses, and damages resulting from such delays. The Subcontractor shall make all submissions directly to Turner for review. No submissions shall be made directly to the Architect.

Subcontractor to initiate meetings, prepare questions, and/or require clarifications in advance of preparing shop drawings as necessary to incorporate the requirements of the project and to validate any assumptions made by the Subcontractor. Subcontractor to request in writing any information needed by other trades necessary for the preparation of this Subcontractor's shop drawings or submittals. Delayed approvals and impact on progress of fabricated materials as a result of inadequate or incomplete shop drawings shall be the responsibility of this Subcontractor.

Subcontractor is responsible to verify all required dimensions in advance of fabrication or installation of materials for the proper completion of the Work.

8.4. As Built Drawings:

Subcontractor shall be responsible to continually update sepia drawings (draftsman quality) of the working drawings, large-scale detail drawings, and specifications to show any and all field changes thereon. Sepia drawings shall be obtained by and maintained in Subcontractor's field office. Upon completion of the work Subcontractor shall deliver all such sepias, drawings and specifications to Turner.

8.4.1. Plumbing Mechanical and Electrical Subcontractors shall provide with their payment applications when requested, a copy of the current progress As-Built documents for review. Monthly pay requests will not be processed without these drawings.

8.4.2. Final Payment will not be processed until all required "Record" Drawings, "As-Built" Drawings, closeout documents, and requirements for the project have been provided to and approved by the Architect and the Owner.

8.4.3. Unless otherwise noted, Closeout documents; including but not limited to As-Built, O & M Manuals, Record drawings, etc., will be identified in the Schedule of Values with a minimum value of \$10,000 (or 1% of the Total Contract Amount, whichever is greater). These Closeout documents shall be submitted a minimum of 60 days prior to substantial completion or as requested by Turner.

8.4.4. This Subcontractor shall provide CADD as-built drawings on CD-ROM where required in the Specifications or in the Additional Provisions.

8.5. Manufactured Items:

8.5.1. Shop drawings of manufactured work are to include written evidence on each page that a manufacturer's representative has reviewed the drawings and finds them acceptable.

8.5.2. Specification data and installation instructions from the manufacturer must be included in submittals.

8.5.3. A certified letter on manufacturers' letterhead is to accompany submittals, which verifies the product is being used for its intended purpose and addresses required substrate preparation.

8.5.4. A manufacturer's representative must visit the jobsite and provide written certification that he has visited the jobsite and found acceptable:

8.5.4.1. The existing substrate or cavity to which his product is being applied.

8.5.4.2. The equipment and installation methods and conditions, including attachments.

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8.5.4.3. The completed product, such that a manufacturer's full warranty can be and will be provided.

8.6. CADD Files:

If the Architect/Engineer makes its CADD files available for use by this Subcontractor, the Subcontractor's acceptance and use of the CADD files indicates agreement to the following terms. Subcontractor shall not assume that CADD files will be provided unless so stated in the Request for Proposal or Additional Provisions:

8.6.1. The Subcontractor's use of the information contained in the CADD files provided for the Subcontractor's coordination would be solely at the Subcontractor's risk. The Subcontractor agrees that Turner, the Architect and/or Engineers will not be liable for any damages or losses of any kind (including, but not limited to, damages for death or bodily injury to persons, injury to property, any consequential, special, indirect, or incidental damages resulting from error, inaccuracy or other problems with any disks, tapes or files provided).

8.6.2. Without limiting the generality of the foregoing, the Subcontractor acknowledges that the data may be in a standardized or translated format, and that some information may be lost or rendered useless, and that Turner, the Architects and/or Engineers will have no obligation to update or modify the information contained on these disks.

8.6.3. The Subcontractor accepts all responsibility for modifying the data contained within the CADD files, as necessary, to run on the subcontractor's computer, or to perform tasks for which the subcontractor may elect to use the information.

8.6.4. The Subcontractor acknowledges that other Drawings, Construction Documents as modified, and/or the Project as-builts, or record drawings, may vary from the version of the Drawings delivered at a specific point in time, and that Turner, the Architects and/or Engineers will have no obligation to update or modify the information provided, which is solely for use by the Subcontractor.

8.6.5. The Subcontractor will agree to indemnify and hold the Architects and/or Engineers harmless from, and against any, and all, claims, suits, losses, liability and expense, including, but not limited to, reasonable attorney fees resulting from, or related to the use of the CADD information provided to the Subcontractor, or any third party, even if such claims, suits, losses, liability, or expenses are caused by the negligence of Turner, the Architects and/or Engineers, or their employees.

8.7. The Subcontractor agrees to advise and obtain Turner's approval of any work to be subcontracted to others. A list of proposed or anticipated sub-subcontractors shall be furnished for Turner review and approval, and updated, as required, for the project duration. The definition of sub-subcontractor includes, but is not limited to, a secondary vendor, supplier, or subcontractor which is under contract to Subcontractor to:

8.7.1. Perform some part of the Subcontractor's obligation to Turner.

8.7.2. Provide or install offsite fabricated materials or equipment that becomes a part of the permanent structure.

8.7.3. Provide operated or maintained equipment or material to support the construction process, including trucking (on or offsite), hoisting, forklifts, scaffolding, excavators, outside hoists, temporary stairs, formwork, etc.

8.7.4. Provide materials, equipment, or professional services that involves labor either to design, engineer, or develop submittals or to supervise, test, adjust, startup, operate, program, or inspect the items furnished.

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- 8.7.5. The Subcontractor shall submit monthly the form, "List of Subcontractor's Utilized During the Month", identifying all subcontractors at all tiers that performed work on the project during the month. The Subcontractor shall identify those firms that are certified as a Minority Business Enterprise (MBE), Woman Business Enterprise (WBE) or Disabled Veteran Business Enterprise (DVBE). The report is due no later than the 30th of each month and receipt is a condition for payment.
- 8.8. The Subcontractor shall furnish Turner on a daily basis a report of the total number of workers employed on the job and a detailed description of the work performed by his own forces. Every Subcontractor at every tier shall submit the "Monthly Employment Utilization Report. This report must be submitted with the monthly invoice by the Subcontractor for its firm and all subcontractors on the project. This report is due no later than the 30th day of each month and receipt is a condition for payment.
- 8.9. Subcontractors are evaluated by Turner staff at the close of each project. The form of this evaluation is as outlined in Attachment 2.0
- 8.10. Subcontractor is expected to attend all required meetings as scheduled by Turner to complete the Work. These could include various coordination meetings, submittal review meetings, change order review meetings, as well as the weekly Turner Subcontractor Schedule/Safety meetings. Failure to attend any required meetings does not alleviate Subcontractor from responsibility for decisions made, coordination issues or schedules agreed to at these meetings.

9. FORMULA AND PROCEDURES FOR CHANGE ORDERS

The following information shall be taken into consideration for the preparation of Change Orders, which may be issued in conjunction with this Agreement. This information and instructions shall supplement Article IX of Turner's Subcontract Agreement Form 36 CA (Rev.2/12/01), and shall become a part of any Subcontract issued as a result of this bid.

If Subcontractor proceeds with extra work without proper authorization in advance, Subcontractor takes on this financial responsibility and no guarantee of compensation or recovery of costs can be provided.

9.1. General Information

- 9.1.1. Submission of Change Order Requests and costs must be itemized and detailed in a form satisfactory to Turner, to permit ready analysis and evaluation.
- 9.1.2. Overhead and Profit will not be permitted on casual or intermittent premium labor portions of the work, or on Change Orders reimbursing Subcontractor Bond costs.
- 9.1.3. Overhead and Profit percentages shall be applied to the net added direct cost of any one Change Order after appropriate net credits.
- 9.1.4. Change Order Request Proposals shall be submitted to Turner as requested in Turner Request for Proposal or within five (5) days of receipt of proposal.
- 9.1.5. Subcontractor shall notify Turner of any potential cost impact related to a document issued to Subcontractor immediately or within five (5) days upon receipt of document. (Documents may include return of shop drawing, RFI response, or Architect inspection report or punchlist).
- 9.1.6. Alternates and Unit Prices are valid for the duration of the project, unless noted otherwise.

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- 9.1.7. Subcontractor change order requests shall be complete, clearly state the reason for the change, include appropriate back-up information, and clearly state any schedule impact.
- 9.1.8. Subcontractor must sign subcontract Change Orders issued by Turner. Unsigned change orders will not be accepted for billing purposes.
- 9.1.9. Turner may issue No Cost change orders for items of work as necessary. Subcontractor must also sign these change orders.
- 9.1.10. Subcontractor is required to maintain a current list or log of all Subcontract Change Order requests, issues, claims, and open changes. Subcontractor shall sequentially number all change issues to allow a mechanism for tracking.
- 9.1.11. Subcontractor is responsible to carefully review proposed change documents and include all costs necessary to complete the work. Any item not included that is normally part of this trade's scope of work or specifically noted in the Additional Provisions scope of work shall be included.
- 9.1.12. Subcontractor shall submit estimated Change Requests to include all required work. Once Turner receives a change request from Subcontractor, Turner will not accept supplemental change requests submitted at a later date for items omitted from the initial request unless requested by Turner.

9.2. Time and Material Work

Turner will issue a Form titled "Superintendents Instruction to Subcontractors" (S.I.S.) which will serve as Turner's written authorization to perform added work. A Turner representative must sign daily time tickets for all field and shop labor expended on a daily basis. Material and/or equipment invoices are to be submitted on an "as delivered" basis. Subcontractor's Change Order Requests for T & M work must have an accompanying SIS and Turner signed time tickets for the work or Turner will consider the proposals as improperly documented and not reimbursable. Time and Material tickets are to be collected and delivered as a total package for consideration. The last Ticket related to a given S.I.S. shall state "Work Complete". Tickets that are not signed by a Turner representative will not be accepted.

9.3. Estimated Change Orders (Lump Sum)

Predetermined Estimated Lump Sum Change Order Work: Additions and/or reductions to the Agreement shall be based upon the Net Estimated Cost of labor and material.

9.3.1. Labor (Estimated)

- 9.3.1.1. Wages of labor as estimated by local trade agreements or as mutually agreed upon with Turner, engaged in the work and directly on Subcontractor's payroll.
- 9.3.1.2. Fringe benefits established by local trade agreements.
- 9.3.1.3. Federal Insurance Contributions Act, Federal and State Unemployment taxes.
- 9.3.1.4. Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage and any other forms of insurance required by Turner.

9.3.2. Material (Estimated)

- 9.3.2.1. Net cost of construction materials and supplies delivered to the site including applicable Sales and/or "Use" taxes, transportation costs, trade and cash discounts, allowance for waste.
- 9.3.2.2. Costs of a special nature, approved in advance by Turner, such as for riggers, labor transportation, equipment rentals, royalties, permits and other expenses of this general nature.

EXHIBIT "B"

9.4. Hourly Labor Rates

Subcontractor shall submit the price per hour for each trade classification anticipated for this project. Hourly Rates predetermined at the beginning of the contract and included in the Additional Provisions shall be valid throughout the life of the project. These rates to be applied to all change order proposals. The price is to be at cost, including only the following:

- 9.4.1. Base wages as mandated by applicable labor agreements or as mutually agreed by Turner.
- 9.4.2. Social Security Taxes, Federal Unemployment Insurance, Workmen's Compensation Insurance, State Unemployment Insurance and other Payroll Taxes and Insurance.
- 9.4.3. Trade labor agreement benefits, pensions, training, vacation funds, etc.

Do not include overhead, profit, and small tools allowance, clean up, cartage, engineering, or composite crew rates and the like, in this hourly rate unless requested to do so in the Additional Provisions.

As an option to the above, at the sole discretion of Turner, an all inclusive labor rate may be negotiated, and included in the Agreement.

9.5. Labor & Material Pricing Units

Labor & Material units used in pricing Change Order Requests shall not exceed the standard labor & material units (per task or item) as obtained from the current editions of the following Publications. Any adjustments to these rates will be at the sole discretion of Turner based on the circumstances surrounding the change order work.

Arch & Structural Trades - Labor Surcharge and Equipment Rental Rates
(Cost of Equipment Ownership)
State of California
Business, Transportation, and Housing Agency
Department of Transportation
Division of Construction
Effective April 1, 2005 thru March 31,2006

Mechanical Trades - M.C.A. Piping Labor Productivity Guide discounted 20%
Trade Service Corp. Price Book large user Column "C"
Material units discounted 25%

Electrical Trades - NECA Column 1, Labor Units discounted 20%
Trade Service Corp. Price Book Column "C", Material
Units discounted 25%

Subcontractor shall furnish Turner a copy of the latest edition of the agreed-upon Publication.

9.6. Overhead and Profit Percentage

9.6.1. The following items are to be considered a part of the Overhead and Profit Percentage:

9.6.1.1. Home and Jobsite Office Expense, such as:

- 9.6.1.1.1. Management, administrative and engineering personnel.
- 9.6.1.1.2. Office rentals, material and equipment (desks, chairs, paper, pencils, calculators, file cabinets, etc.) for jobsite office.
- 9.6.1.1.3. Communications
- 9.6.1.1.4. Reproduction
- 9.6.1.1.5. Travel

EXHIBIT "B"

- 9.6.1.1.6. Insurance and non sales taxes (excluding insurance on field labor, and sales taxes on direct cost materials).
- 9.6.1.1.7. Jobsite office and trailer (including utility hook-up or connection).
- 9.6.1.1.8. Brochures and submittals, including copies for distribution.
- 9.6.1.1.9. Foreman job truck.

- 9.6.1.2. Scaffolding - Normal.
- 9.6.1.3. Small tools, standard equipment, and expendables amounting to less than \$400.
- 9.6.1.4. Cartage (owned or hired trucks or vehicles).
- 9.6.1.5. Clean up.
- 9.6.1.6. Estimating and preparing of quotations.
- 9.6.1.7. Parking costs.
- 9.6.1.8. Material storage, including associated cost such as rental of space, extra handling, protection of material, extra insurance coverage, etc.
- 9.6.1.9. Safety related costs.
- 9.6.1.10. Warranty costs.
- 9.6.1.11. All other non-direct costs of any kind attributable to the work, unless specifically and mutually agreed to as being an unusual condition.
- 9.6.1.12. Non-working supervision determined to be on project at same time as original contracted scope of work.
- 9.6.1.13. Profit.

TOTAL OVERHEAD AND PROFIT PERCENTAGE:

- 9.6.1.13.1. FOR ADDITIVE CHANGE ORDERS: 15%
- 9.6.1.13.2. FOR DEDUCTIVE CHANGE ORDERS: <10%>

Please refer to the attached example of a typical Change Order breakdown (Attachment #1.0) as a minimum requirement by Turner. Additional itemization of scope, labor, equipment and materials may be required.

Overhead and Profit Percentage on sub-subcontractors is limited to 5%.

Overhead and Profit on rented equipment (i.e. forklifts, cranes, scaffolds, etc.) is limited to 5%.

10. JOB OPERATIONS

- 10.1. All Subcontractor shanties and field offices shall be constructed of fire resistant materials. Turner may allocate space for storage and field offices as job conditions permit. Construction details of these shanties and offices and their location on the site shall be subject to the approval of Turner and shall contain adequate fire protection equipment. Subcontractor to provide a waste material container adjacent to each temporary building to be periodically emptied by the Subcontractor. Field Office relocation, if required, will be at the Subcontractor's expense.
- 10.2. Subcontractor shall be responsible for providing off-site storage facilities for his own materials at his cost. The storage of materials and equipment at the site shall be permitted only to the extent approved in advance by Turner. Turner shall approve location of Subcontractor's items of plant and tools such as hoists, mixers, cutters, etc. in advance.

EXHIBIT "B"

- 10.3. Electrical power will be provided on the site for the use of the Subcontractors for the operation of small tools. Subcontractor shall provide extension cords and/or wiring from distribution points.
 - 10.3.1. It will be the Subcontractor's responsibility to provide power for his own requirements. No power for welding will be provided.
 - 10.3.2. Minimum temporary lighting will be provided to maintain the foot-candle coverage required by law. This subcontractor shall provide and pay for all local lighting required to perform its work.
 - 10.3.3. The Subcontractor is to provide for any special power connection in addition to those noted above.
- 10.4. Working hours shall conform to local laws, which includes no street parking, deliveries, hoisting, welding, etc. or equipment startup. However it is recognized that there will be some scheduled, and limited exceptions. This is particularly true when dealing with utility shutdowns, and tie-ins to existing work. These shutdowns and tie-ins will be performed during "off-hours". All work performed during off-hours must be coordinated and approved by Turner and the Owner, with a minimum of 72 hour notice. Special permits, stand-by personnel, protection, etc. required for "off-hour" work is the responsibility of the Subcontractor.
- 10.5. During the performance of the Work, Subcontractor agrees as follows:
 - 10.5.1. Refer to Project Safety Program for special requirements specific to this Project.
 - 10.5.2. Subcontractor shall give the Work constant attention, management, and supervision, through an authorized Superintendent and all necessary assistants. Such Superintendent shall be authorized to act for the Subcontractor in all matters relating to the work, and all directions given him shall be binding as if given by the Subcontractor. The Subcontractor shall also keep a qualified foreman at the Project while work is in progress and enforce discipline among its employees, including strict conformance with all governmental regulations and with all of Turner's regulations with regard to safety, fires and smoking. The Subcontractor shall not remove such Superintendent or foreman from the project without prior written consent from Turner, but shall, immediately upon the written direction of Turner, remove any Superintendent, foreman, or workmen employed at the Project whom Turner deems incompetent or a hindrance to the proper progress of the work and/or the Project, and such person shall not be again employed in the work without the prior written consent of Turner.
 - 10.5.3. The Subcontractor shall provide all scaffolding, temporary shoring, ladders, scissors lifts, etc., as required for their work.
 - 10.5.4. Hoisting: Each Subcontractor is to include the cost to hoist equipment and material. All cranes are to have written evidence of certification prior to delivery to jobsite.
 - 10.5.5. Turner shall provide a control line in each direction and an elevation benchmark on each floor of the building after the floor is poured. All costs for layout, surveying and grade control from these points will be the responsibility of this Subcontractor, and shall be responsible for damage or loss due to its incorrect layout. Immediately report any discrepancy found in control lines to Turner.
 - 10.5.6. Use of cranes, forklifts and trucking as well as the stockpiling of materials, etc., will be permitted and scheduled, only with the specific prior approval of Turner.
 - 10.5.7. Movement of all vehicles and equipment into and on the site including unloading shall be subject to the control of Turner and follow traffic patterns established by Turner. Individual Subcontractors shall be responsible for observing established traffic regulations and for providing flagmen, as required, to prevent disruption to general traffic by his vehicle, equipment or operations. Subcontractor is responsible for cleaning all debris

EXHIBIT "B"

cleaning all debris from streets or public areas resulting from its operations.

- 10.5.8. Subcontractor is responsible for providing drinking water to his own forces. Water sources on site are considered non-potable.
- 10.5.9. Turner shall provide temporary toilet facilities.
- 10.5.10. The Subcontractor is responsible to legally dispose of his excess materials, waste, and rubbish material offsite. If, as determined by Turner, it becomes necessary to sort debris for recycling, Subcontractor shall be required to sort its debris into the appropriate recycling bins. Subcontractor shall crush/flatten cardboard boxes, crates, etc. If Turner receives added charges for overweight bins or inadequately disposed materials, then these costs are to be reimbursed by this Subcontractor.
- 10.5.11. Turner shall provide no temporary heat or ventilation. If such is required, Subcontractor shall provide it.
- 10.5.12. Turner shall require Subcontractor to provide barricades (lighted, if required), fences, and protection necessary for general safety as related to his own Work. Notify Turner 24 hours prior to removing any safety installation. Any Subcontractor damaging or removing any safety or protective work during the performance of his Work shall be responsible for the immediate restoration of the safety or protective installations to ensure continuous compliance with all applicable safety regulations and Turner's Safety Program.
- 10.5.13. Subcontractor is responsible to report any damaged materials whether or not installed by this subcontractor prior to covering.
- 10.5.14. Subcontractor is responsible to notify Turner of any water damaged or wet materials that have been installed and if responsible to repair these damaged materials to the satisfaction of Turner immediately.
- 10.5.15. If subcontractor requests off-hours stocking or use of hoist at other than normal operating times for material deliveries, the premium portion of costs for this hoist operation shall be part of the Price unless stipulated in the Additional Provisions.
- 10.6. The Division of Occupational Safety & Health (DOSH) will enforce the provisions of Sections 5194, which requires employees, among others, to have Material Safety Data Sheets (MSDS's) on substances in their use, which contain one or more of the 700+ hazardous substances, listed in the Directors Hazardous Substances List.
- Subcontractor shall obtain MSDS's from the supplier or manufacturer of any hazardous substances used on the jobsite. The supplier or manufacturer must revise or send the employer (purchaser) new MSDS's for products, which the hazard has been increased because the formula has been changed.
- Note: MSDS's obtained from a publisher or association, such as AGC, would not satisfy the law.
- The Hazardous Substances Information and Training Act applies to every employer, contractor, and subcontractor who has employees who may be exposed to hazardous substances in the work place as a result of work place operations under normal conditions or in an emergency resulting from a work place operation. The act provides for a Directors List of Hazardous Substances, a Material Safety Data Sheet (MSDS) for each hazardous substance and the dissemination of information and training for employees. Subcontractor shall abide by the Turner Hazardous Material and Communication Program in place for this project.
- 10.7. Mock-ups, when required, shall be installed in a location on-site or such other locations to be designated by Turner. Approved mock-ups shall remain as standard of acceptance of the work and, where practical and approved, may be incorporated in the work. If not so incorporated, they shall

EXHIBIT "B"

shall be demolished and removed by the trade whose material is being mocked-up only when directed by Turner.

- 10.8. Subcontractor to get permission prior to using radios, tape recorders, cameras, video cameras, or any other audio equipment on the jobsite. Cameras or video cameras are not permitted without prior authorization.
- 10.9. The display of any offensive pictures, words, etc., on the jobsite is strictly prohibited and will be grounds for removal of the responsible personnel from the jobsite.
- 10.10. Smoking or smokeless tobacco is not permitted on the jobsite. Violation of this and item 10.8 and 10.9 above may result in expulsion of individuals from the project and/or fines.
- 10.11. A "break" truck will be available at lunchtime only. Consumption of food and beverage on the project will be limited to areas as designated by Turner. No glass bottles are permitted onsite. At no time, shall food be allowed inside the building.

11. PROTECTION

Subcontractor shall be responsible for the protection of his work and any adjacent work until acceptance by the Owner and Architect. Specifically, shall (a) protect all material from loss or theft; (b) protect all equipment externally and internally from mechanical damage or damage from the elements or periods of lack of use (e.g., by painting, heating, mechanically exercising, greasing, installing rust-preventive oil, covering or wrapping). Additionally, prior to final acceptance, these finish surfaces are to be final cleaned as follows:

- 11.1. Restoration of marred or damaged surfaces.
- 11.2. Removal of all labels and protective coatings.
- 11.3. Disinfecting, cleaning and/or polishing of surfaces.
- 11.4. Removal of all grease, dust, dirt, stains, labels, fingerprints and other foreign matter from surfaces.
- 11.5. Broom cleaning where any work has been performed by this Subcontractor's forces on a daily basis.

12. SECURITY

Turner or the Owner will **not** be providing a guard service. The Subcontractor has the liability for any loss or damage to their tools, equipment, or materials, etc., as a result of vandalism and/or theft.

13. TESTING AND INSPECTION

Independent testing agencies will provide testing and inspection services. The cost of testing and inspection (except as otherwise noted below) shall be by others:

The Subcontractor's responsibilities for testing and inspection are as follows:

- 13.1. Secure and deliver to the testing agency, at Subcontractor's cost, preliminary representative samples of the materials he proposes to use which are required to be tested.
- 13.2. Furnish test specimens in quantities and sizes, as necessary, to establish proof that the specimens tested meet the requirements of the Contract Documents and as required by the testing agency. Specimens of value after testing shall be the property of the Subcontractor if prior request has been made.
- 13.3. Furnish such casual labor, as necessary, to obtain and handle the samples at the locations specified by the testing agency.

EXHIBIT "B"

- 13.4. Notify Turner and arrange for the testing agency forty-eight (48) hours in advance of the required testing or longer as determined by inspection agency so that necessary arrangements can be made. All proper notification for inspections with all appropriate agencies is the responsibility of the Subcontractor.
- 13.5. Schedule and coordinate testing and inspection so as not to delay the work.
- 13.6. Deliver to Turner's field office the results of all testing, inspection and approval.
- 13.7. Provide adequate access to all areas to be inspected.
- 13.8. Pay the costs of the following:
 - 13.8.1. All tests and inspections where work or materials furnished and installed under the contract fail to comply with these Contract Documents.
 - 13.8.2. All re-tests and reinspections caused by material failing to comply with Contract Documents in initial tests and inspections.
 - 13.8.3. All tests where materials are replaced because of defective material and/or workmanship.
 - 13.8.4. All testing required because of changes in materials or proportions requested by the Subcontractor.
 - 13.8.5. All associated costs for the four (4) items noted above shall include but not be limited to fees for travel, personnel time, laboratory expenses, supervision and testing.
- 13.9. Subcontractor shall directly arrange and call for inspections required by the City, or other municipal agencies, as required.
- 13.10. Subcontractor shall be responsible for thorough inspection of major purchased material, pre-purchased or assigned (such as elevators, HVAC equipment), fabricated structural steel and other prefabricated equipment items in the manufacturers and/or fabricator's shops, and such other materials as may be required to ensure compliance with this Agreement. Turner reserves the right to have another inspector accompany Subcontractor's inspector to make such inspections Turner may desire. Such inspection or any other inspection or testing by others shall not relieve Subcontractor of its responsibilities under this Agreement.
- 13.11. Test reports for all equipment, as required by specifications, must be issued to Turner prior to shipment of equipment to the jobsite.

14. SAFETY

- 14.1. This Subcontractor acknowledges Turner's Safety, Health and Environmental Policy dated July 1999 as well as the project specific Safety Program in place at the project which is also attached as a Contract Document.
- 14.2. Subcontractor and all lower tier sub-subcontractors shall comply with the requirements of Turner's OSHA 30-hour Training Policy dated 3-14-02, which states that: 'For all subcontracts up to \$5 million in value – any one of their site supervisory staff on the project must be certified. For subcontracts greater than \$5 million – two site supervisory staff on the project must be certified. Staff with written evidence of certification within the last 3 years will be acceptable. Training for subcontractor's staff not currently certified must be done through Turner Knowledge Network (TKN). The web site address is www.turneruniversity.com and must be completed within 3 months from the date of the Subcontract Agreement or no less than 30 days from start of work.' Monthly payment is contingent upon evidence of current certification or enrollment in TKN within the 3-month period mentioned above.

EXHIBIT "B"

- 14.3. Subcontractors that will have peak manpower of 20 workers or greater for a sustained period of time (more than 4 weeks) are required to have a full-time dedicated safety person on site.
- 14.4. This Subcontractor acknowledges Turner's Substance Abuse Policy dated April 2003.
- 14.5. All work shall be performed in full accordance with applicable safety codes including, but not limited to, the State of California, Department of Industrial Relations, Division of Industrial Labor (Cal-OSHA), Turner's safety requirements and all other applicable safety codes.
- 14.6. Subcontractor shall submit to Turner within ten (10) working days after contract award the written safety program to be used on this project. This safety policy shall be signed by a company officer, and shall outline accident/safety program prevention.
- 14.7. Subcontractors shall adhere to all provisions and requirements set forth in the Drug-Free Workplace Act passed by Congress. Each Subcontractor shall submit to Turner within twenty (20) working days after contract award their written policy on drugs and alcohol abuse. This policy shall be signed by a company officer.
- 14.8. The Subcontractor's foreman will be required to attend weekly Safety/Coordination Meetings at a location on the site designated by Turner. Subcontractor to conduct Safety Toolbox meetings with his workmen weekly and Minutes and sign-in sheet are to be submitted to Turner weekly.
- 14.9. Each Subcontractor shall provide his own fire watch and be responsible for all fire prevention and fire protection of their own and work of others from damage in connection with his work. Each Subcontractor shall provide fire extinguishers and exhaust fans and protective blankets at all cutting and welding operations.
- 14.10. Appropriate clothing and accessories (work boots, goggles, gloves, safety belts, etc.) shall be worn at all times as appropriate for the work activity. Shorts, sleeveless shirts or tank tops are not allowed.
- 14.11. Each Superintendent or Project Manager is required to read, sign and return Exhibit "D" (Injury and Illness Prevention Program, Code of Safe Practices, Safety Program, and Hazard Communication Program). These programs are to be used as minimum requirements along with the Subcontractors Safety Program.
- 14.12. Positioning devices (body belts), used as a sole means or method of tie-off fall protection compliance, without the use of a full-approved body harness will not be permitted at any time.
- 14.13. Only the use of approved lanyards having an approved deceleration device which complies with OSHA Standard: Fall Protection, 29 CFR 1926, in conjunction with an approved full body harness with D-ring at shoulder level, will be permitted as an approved fall arrest system at any time.
- 14.14. Use of rollout, non-locking connector type snap hooks is prohibited for use at any time.
- 14.15. If hazardous substances or waste, or "suspect" hazardous substances or waste, are encountered work is to be stopped. Provide written notice to Turner immediately.
- 14.16. Gloves must be worn 100% of the time to protect workers from hand related injuries. Exceptions are:
 - 14.16.1. Anytime an equipment or Manufacturer manual states the use of gloves presents a greater hazard (e.g. Moving machinery where glove can become entangled or caught between).
 - 14.16.2. High-purity piping work

15. SCHEDULE

EXHIBIT "B"

- 15.1. Turner has developed a construction schedule that shows contract duration and approximate relationships between the various contractors. This schedule is based on Turner's schedule concepts developed prior to the start of construction and is subject to change and updating pending discussions with the various Subcontractors following the commencement of the work of their contracts.
 - 15.2. Within fourteen (14) calendar days of date of this Agreement, Subcontractor shall submit to Turner a detailed CPM type schedule outlining the descriptions and durations for performance of their Work. This CPM schedule shall conform to the requirements of the preliminary project schedule and shall indicate contract duration's for each required item. Turner will evaluate this schedule for conformance with the project schedule and the necessary coordination with other Subcontractors and when approved, to be incorporated into an updated project schedule.
 - 15.3. Turner will establish a program to re-evaluate and update this schedule periodically in accordance with the requirements of the project. This re-evaluation and updating will be structured so as to not only maintain the overall project completion but also to expedite subsequent occupancy dates wherever possible.
 - 15.4. It shall be the responsibility of the Subcontractor to become familiar with these updated schedules and shall at all times cooperate with Turner to keep on the premises sufficient material and employ sufficient supervision and work persons to prosecute the work of their Subcontract in keeping with these project schedules.
 - 15.5. The Scope of Work includes any out-of-sequence work ordered which is required by Turner's project schedule, such as, but not limited to work made necessary by removal of plant, temporary power, temporary piping, braces, blockouts in slabs, insertion of embeds, etc., which are not removed until the building is substantially complete. The Subcontractor may be required to provide occupancy of portions of the project to Turner or the Owner prior to its final completion and that such work may not necessarily be in sequence with other work of the Subcontractor. The cost of all such out-of- sequence work shall be included in the Contract Price.
 - 15.6. The Subcontractor recognizes that tenant work may be on-going in the same time frame as the base building work, and Turner will expect cooperation and coordinated efforts of its Subcontractors.
 - 15.7. At substantial completion of the Work, Turner and Subcontractor shall agree on how much time will be allowed for Subcontractor to complete "punch list" items. Turner may, at its discretion, assess Subcontractor \$250 per day for each day a punch list item remains incomplete.
16. **QA / QC PROGRAM**
- 16.1. Subcontractor shall provide a job specific Quality Assurance and Quality Control program for Turner's review and approval, and enforce the approved QA/QC program and procedures. Subcontractor shall designate a QA/QC supervisor/coordinator for the duration of the Work to manage the established QA/QC program as necessary to ensure that quality materials, methods and workmanship are employed.
 - 16.2. Subcontractor shall comply with the project specific Quality Control Program completed by Turner for this project.

EXHIBIT "B"

ATTACHMENT 1.0

FORMULA AND PROCEDURES FOR CHANGE ORDER REQUESTS

Sample Change Proposal Formal Breakdown:

The following format is an EXAMPLE of a typical Change Proposal Breakdown:

- A. Labor per applicable local labor union agreement, including fringe benefits, taxes and insurances at cost. _____/Hours x \$ _____/Hours = \$ _____
- B. Supervision (Foreman and full-time General Foreman) including fringe benefits, taxes and insurance, at cost (supervision shall not exceed that allowed per current applicable trade agreement). _____/Hours x \$ _____/Hours = \$ _____
- C. Material \$ (At Cost) _____
- D. Equipment \$ (At Cost) _____
- E. Sales Tax on Items C and D As Applicable
- F. Permits and Inspection Fees, if required \$ (At Cost) _____
- G. Equipment rental and high bay scaffolding. \$ (At Cost) _____
- SUBTOTAL: \$ _____
- H. Overhead and Profit on Items A through G (see Item 6 of the Formula and Procedures for Change Orders, in general add changes + 15%, deductive changes -10%). \$ _____
- I. Sub-Subcontractor work. \$ (At Cost) _____
- J. Mark-up Subcontractor cost, (5% maximum). \$ _____
- K. Unit price work, if applicable. \$ _____
- L. Bond(s), if applicable. \$ _____
- TOTAL CHANGE ORDER REQUEST PROPOSAL AMOUNT:** **\$ _____**

EXHIBIT "B"

ATTACHMENT 2.0

Form 416 Rev. 3/01

Turner Construction Company

Subcontractor Job Performance Evaluation and Feedback Form

Subcontractor:				Trade	Contract No.
Sub's PM:				Sub's Supt:	Project Name:
Contract Type:	LS	GMP	CP	Business Unit	
Contract Volume: <input type="checkbox"/> \$0 to \$500k <input type="checkbox"/> \$500k to \$1m <input type="checkbox"/> \$1m to \$5m <input type="checkbox"/> \$5m & above					

Evaluate each subcontractor according to your expectations of a subcontractor for that trade. This form will be discussed with the subcontractor. Your honest comments are necessary to help improve subcontractor performance, and Turner's performance.

Scoring: 1 - Unacceptable Performance 2 - Performance is below Turner's expectations 3 - Performance meets Turner's expectations
4 - Performance exceeds Turner's expectations 5 - Performance greatly exceeds Turner's expectations

<p>Engineer's Evaluation Date: _____</p> <p>Name: _____</p> <p>1. Timeliness of submissions 1 2 3 4 5</p> <p>2. Accuracy of submissions 1 2 3 4 5</p> <p>3. Technical expertise/knowledge of work 1 2 3 4 5</p> <p>4. Closeout 1 2 3 4 5</p> <p>5. Main office support 1 2 3 4 5</p> <p>6. Paperwork and documentation 1 2 3 4 5</p> <p>7. Follow through on commitments 1 2 3 4 5</p> <p>8. Timeliness of change orders 1 2 3 4 5</p> <p>9. Accuracy of change orders 1 2 3 4 5</p> <p>10. Conformance to Turner's procedures 1 2 3 4 5</p> <p style="text-align: right;">Overall Performance - Average Score 1 2 3 4 5</p> <p>Engineer's Comments</p> <hr/> <p> </p> <hr/> <p>Project Manager's Evaluation Date: _____</p> <p>Name: _____</p> <p>1. Business relationship with Turner 1 2 3 4 5</p> <p>2. Ability to market Turner 1 2 3 4 5</p> <p>3. Overall quality of work 1 2 3 4 5</p> <p style="text-align: right;">Overall Performance - Average Score 1 2 3 4 5</p> <p>Project Manager's Comments</p> <hr/> <p> </p> <hr/> <p>Purchasing Agent's Evaluation Date: _____</p> <p>Name: _____</p>	<p>Superintendent's Evaluation Date: _____</p> <p>Name: _____</p> <p>1. Conformance to schedule 1 2 3 4 5</p> <p>2. Workmanship 1 2 3 4 5</p> <p>3. Timely start-up and mobilization 1 2 3 4 5</p> <p>4. Coordination meeting involvement & responsiveness 1 2 3 4 5</p> <p>5. Willingness to cooperate in field, flexibility 1 2 3 4 5</p> <p>6. Volume of SIS's 1 2 3 4 5</p> <p>7. Turner supervision effort 1 2 3 4 5</p> <p>8. Effective control of sub-subcontractors 1 2 3 4 5</p> <p>9. Clean-up 1 2 3 4 5</p> <p>10. Conformance to Turner's procedures 1 2 3 4 5</p> <p>11. Quality of skilled staff, including superintendent 1 2 3 4 5</p> <p>12. Main office support 1 2 3 4 5</p> <p>13. Paperwork and documentation 1 2 3 4 5</p> <p>14. Timely and accurate bill preparation 1 2 3 4 5</p> <p>15. Sufficient manpower 1 2 3 4 5</p> <p>16. Timely completion of work 1 2 3 4 5</p> <p>17. Cooperation on punchlist items 1 2 3 4 5</p> <p style="text-align: right;">Overall Performance - Average Score 1 2 3 4 5</p> <p>Superintendent's Comments</p> <hr/> <p> </p> <hr/> <p>Safety (evaluated by Superintendent)</p> <p>1. Compliance to OSHA regulations 1 2 3 4 5</p> <p>2. Compliance to Turner policies 1 2 3 4 5</p> <p>3. Timely response to safety recommendations 1 2 3 4 5</p> <p>4. Ability to pre-plan safety into operations 1 2 3 4 5</p> <p>5. Weekly safety training topics 1 2 3 4 5</p>
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**TURNER CONSTRUCTION COMPANY.
STANDARD PROVISIONS**

EXHIBIT "B"

1. Accuracy of budgets	1 2 3 4 5	6. Updated staff safety training	1 2 3 4 5
2. Pricing complete scope of work	1 2 3 4 5	7. Effective incident review and prevention	1 2 3 4 5
3. Quality of value engineering suggestions	1 2 3 4 5	8. Claims reporting and follow-up	1 2 3 4 5
4. Business relationship with Turner	1 2 3 4 5	Overall Performance – Average Score 1 2 3 4 5	
5. Accepts Form 36	1 2 3 4 5	Superintendent's Comments	
6. Quality of performance in relation to price	1 2 3 4 5		
7. MBE/WBE Participation	1 2 3 4 5		
Overall Performance – Average Score 1 2 3 4 5			
Purchasing Agent's Comments			
		ENGINEER'S RATING []	
		PROJECT MANAGER'S RATING []	
		PURCHASING AGENT'S RATING []	
		SUPERINTENDENT'S RATING []	
		SAFETY RATING []	

Purchasing Manager Date

cc: Ops Resource Drive Sub Financial File Safety Director