

Turner

SUBCONTRACTORS PROCEDURES MANUAL

EXHIBIT A.15

SAMPLE MANUAL ONLY

FINAL MANUAL WILL BE CUSTOMIZED FOR GREAT WOLF LODGE

(Location)

TURNER CONTRACT NO. (TBD)

Dated: (XXX)

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NOTES TO PROJECT FOR FINAL DRAFT OF PROJECT SPECIFIC SUBCONTRACTOR'S PROCEDURE MANUAL

- 1. This Subcontractor's Procedure Manual must be coordinated with the Turner Contract before it is issued for bid. All sections or specific requirements in BOLD italicized font are subject to change if required by the Turner Contract.***
- 2. Project must include the appropriate Submittal Procedure for their Project and renumber pages of Table of Contents after final SPM is assembled for the Project.***

I. INTRODUCTION

- A. This Subcontractor Procedures Manual (SPM) shall become part of the Subcontract Agreement or Purchase Contract - Goods between Turner and the Subcontractor or Vendor and shall complement the requirements of the Contract Documents. Where Subcontract, Subcontract Change Order or Subcontractor are referenced; Purchase Contract - Goods, Purchase Contract - Goods Modification or Vendor shall be substituted as applicable.
- B. This Subcontractor Procedures Manual shall read together with all Contract Documents, including, but not limited to Master Agreement, Form 36 and Attachment B and shall complement the requirements of the Contract Documents.

II. SUBCONTRACTOR'S GENERAL REQUIREMENTS:

- A. Daily Construction Report: The Subcontractor shall furnish to Turner Construction on a daily basis a Daily Construction Report (DCR) of the total number of its workers employed on the job, a breakdown of workers by craft and/or tier Subcontractor. The form for the report will be furnished to the Subcontractor by Turner's field office. See **Exhibit 1** for sample Daily Subcontractor Construction Report. Receipt of these reports is a condition for payment.
- B. Weekly Meetings: At a minimum there will be a weekly Subcontractor coordination and schedule meeting at the site. Subcontractors working on the project and those scheduled to start work the following week will be required to attend these meetings. The person representing the Subcontractor will be a qualified foreman or superintendent and have the authority to make decisions and commitments for its company. When necessary, the various consultants will be present to answer questions, though the primary purpose of these meetings, are for scheduling and on-site coordination.
- C. Correspondence: Correspondence from Subcontractor to Turner regarding the Subcontract, including but not limited to: Notices required under the terms of the Contract, Requests for Approval, Requests for Change, Notification of additional cost or delay, Coordination requirements, and all other Contract issues shall be in the form of a letter addressed to the Turner Project Manager and shall contain, date, subject description and reference to the applicable section of the Contract Documents. Letters from the Subcontractor shall be signed by the Subcontractor's designated representative. Transmittal of the letter may be via email of the scanned document, followed by transmittal of the hard copy original document. Email correspondence for the documentation noted above will not be accepted.
Note to Turner User: This is a new requirement.
- D. TurnerTalk Project Management System: (For GWL this section will be Customized to use Sharepoint and Prolog Converge)
Note to Turner User: Confirm that TurnerTalk will be utilized as described below. Some Owner/Architects may mandate the use of another project management system for their projects.
 - 1. The Owner and Turner are utilizing the TurnerTalk Project Management System (a Prolog based program) for document management on this project. Subcontractor will be required to use this system as directed by Turner. The system is a Web Based Application and will be managed by Turner. The system is designed to provide a real-time, electronic method of managing document control and processing of certain documents such as RFI's, Daily Construction Reports etc. The Internet website address is [<http://www.turnertalk.com/>].
 - 2. The Owner and Turner will determine the extent of the system modules to be utilized on the project. The following document types can be prepared utilizing the TurnerTalk project management system.
 - a. Request for Information: Any clarifications or question relative to the documents must be directed to Turner utilizing TurnerTalk Collaboration RFI's can be submitted, tracked, and processed for approval utilizing the system.
 - b. Submittals: The submittal process will be monitored throughout the preparation and approval process utilizing the system. Subcontractor is directed to the Submittals section of the Subcontractor's Procedure Manual for additional requirements.

- c. Punch Lists: All punch lists items can be logged and tracked utilizing the system.
3. The following minimum system requirements are recommended for the proper and efficient operation of the system:
 - a. **Hardware** - TurnerTalk performance is in part determined by the speed of your connection to the Internet and computer processing speed. Subcontractor will provide the following minimum hardware/software configuration for their personnel to ensure proper operation of the TurnerTalk system:
Processor: 600-megahertz (MHz) Pentium III-compatible or faster processor; 1-gigahertz (GHz) or faster processor recommended
Operating System: Windows XP with Service Pack 2 or later; Microsoft Windows 2000 Professional with SP4; Microsoft Windows 2000 Server with Service Pack 4 or later; Windows Server 2003 Standard, Enterprise, or Datacenter editions with Service Pack 1 or later (32 bit, English versions only); Vista Home Basic and above
Memory: 192 megabytes (MB) of RAM or more; 512 megabytes (MB) or more recommended
Display: 800 x 600, 256 colors (Minimum); 1024 x 768 high color, 32-bit (Recommended)
Required Client Software: Minimum: Microsoft Internet Explorer 6.0 SP1 or later.
 - b. At a minimum the Internet connection should be a high speed, hard-wired DSL line (or better), or stable wireless connection.
 - c. TurnerTalk develops and tests its software applications to run on a PC/Windows platform only. Turner does not develop or test its applications to run on Apple computers or the Apple operating systems. Turner does not recommend the use of third party products to run MPS software applications on non-supported platforms. Neither MPS nor Turner will offer customer support to customers running MPS software applications on non-supported platforms.
 - d. There is no requirement for Subcontractor to purchase TurnerTalk software, as the program is entirely web-based.
4. **Training** - Subcontractor is responsible for any costs associated with training of their personnel in the use of TurnerTalk software and should make allowances for said training. The following training options are available:
Training can be arranged through Turner's project staff. For scheduling of training sessions contact the Turner Project Manager.
5. Subcontractor agrees to:
 - a) Use the system to generate and transmit project management documents as specified by Turner
 - b) Use the system to communicate with Turner, Owner and A/E.
 - c) Maintain system through contract completion.
6. Turner retains control and ownership of the TurnerTalk database throughout the duration of the project and upon completion of the project.
7. Subcontractor shall maintain a minimum of one TurnerTalk Collaboration user account and designate an employee as primary contact for coordination of TurnerTalk. Subcontractor must comply with all licensing agreements for use of website as outlined at www.turnertalk.com.
Subscription rates: Collaboration account for the Subcontractor is \$50/month, per user.
8. Any questions regarding products, services or accounts can be addressed to:
TurnerTalk Help Desk:
Phone Number: 866-275-5335 Option 9
E-mail address: turnertalksupport@tcco.com
9. Subcontractor shall maintain their collaborative portion of the system; pay for subscription fees, Internet services and for training of personnel necessary to keep the specified project records current until final completion of their contract.
10. Should TurnerTalk trained personnel leave the Subcontractor's company, Subcontractor will be responsible for training replacement personnel at Subcontractor's own expense. Subcontractor agrees to utilize all TurnerTalk features/documents as directed by Turner.

III. SAFETY, DRUG & ALCOHOL ABUSE PROGRAM, ACCIDENT AND HAZARDOUS SUBSTANCES REPORTING:

A. JOB SAFETY PROGRAM

Subcontractor is directed to the Turner Project Specific Health and Safety Plan for mandatory administrative requirements necessary for Subcontractor to comply this plan. These requirements include, but are not limited to, the following:

1. **INSURANCE AND ACCIDENT REPORTS:** Reports for all on-site accidents must be submitted to our field office within twenty-four (24) hours after occurrence. Immediate notification is required for any **SERIOUS** or lost-time accident
2. Furnish a copy of Incident Reports to Turner.
3. Minutes of weekly tool box safety meetings held by your Superintendent are to be submitted to Turner's Project Superintendent.

IV. ACCOUNTING - PAYMENT PROCEDURES:

Note to Turner User: Confirm that Turner Contract allows the use of the invoicing procedure below. For some projects the format for the schedule of values may be prescribed by Owner/Architect. If the following procedure must be changed, coordinate changes with Turner Project Accountant to ensure all Turner requirements are met.

- A. Invoices and/or requisitions for payment are to be received by Turner's Project Accountant by the 20th of the month for work projected to be complete through the end of the month. Applications received after the 20th will be included in the following month's application. Progress Invoices and/or requisitions shall be provided in the format shown in **EXHIBIT 2**. Deviations from this format will not be accepted.
- B. All changes (lump sum, T&M and Unit Price work) must have an approved, executed Subcontract Change Order prior to payment. Payment for these changes will be made through the routine monthly billing procedure - no separate checks will be issued.
- C. Materials properly stored offsite may be paid for only at the discretion of the Owner. Such payments will be subject to verification of receipt, Owner/Architect approval, execution of a Uniform Commercial Code Financial Statement (UCC-1), Turner's standard Security Interest Agreement, and evidence of fire and theft insurance in an amount equal to the requisitioned value of the item(s). The insurance deductibles are to be assumed by the Subcontractor. Materials will be stored separately from other materials, clearly and specifically marked for the Project, at no additional cost to Turner or the Owner. If the Subcontractor is bonded, Consent of Surety must also be obtained prior to payment.
- D. Within 15 days of execution of each subcontract, and prior to the Subcontractor's first application for payment, the Subcontractor shall submit to Turner a Schedule of Values with a breakdown by phase, building, area, and allowances 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. The Schedule of Values shall be in a format acceptable to Turner, and will include a specific line item for Safety to identify the Subcontractor's commitment to safety. This Schedule shall be used only as a basis for the Subcontractor's Applications for Payment. No Progress Payments will be processed until a Schedule of Values is in place and acceptable to Turner's Superintendent.
- E. Waivers of Lien:
 1. Progress Payments:
 - a. Conditional Waivers of Lien from Subcontractor for all Work performed during the billing period shall accompany the current progress invoice and/or requisition.
 - b. Unconditional waivers of lien from Subcontractor, its tier Subcontractors and material suppliers shall be provided to Turner, for all Work for which Subcontractor has received payment, within ten (10) business days of receipt of payment.
 2. Final Payment:
 - a. Conditional Waivers of Lien from Subcontractor, its tier Subcontractors and material suppliers for all Work under this Subcontract shall accompany the final progress invoice and/or requisition.

- b. Unconditional waivers of lien from Subcontractor, its tier Subcontractors and material suppliers shall be provided to Turner within thirty (30) days of the date final payment was received by Subcontractor.
- 3. Waivers of Lien shall be provided in the attached format. See **EXHIBITS 3a – 3d**.
Note to Turner User: CCIP documents will be different from non-CCIP documents. Project shall include only the applicable documents in the project specific SPM. Owner's payment procedures must be reviewed and SPM changed if requirements for payment to Turner are more stringent than those above.

V. **SUBMITTALS:**

- A. **Submittal Item Register:** Within the time prescribed in Attachment B, Subcontractor shall submit a completed Submittal Item Register and List of Products for all items requiring the Architect's and Engineers' review and approval. The Submittal Item Register shall include but is not limited to:
 - 1. Shop Drawings/Design Coordination Drawings including description of item and name of manufacturer, trade name and model number.
 - 2. Calculations
 - 3. Certifications
 - 4. Materials Lists
 - 5. Product Data/Cut Sheets
 - 6. Samples
 - 7. Mock-ups
 - 8. Test / Inspection Reports
 - 9. Schedules
 - 10. Templates
 - 11. Owner Stock requirements
 - 12. Warranties
 - 13. Training requirements
 - 14. Close Out – As Built Documents / Record Documents
 - 15. Close Out – Operations and Maintenance Manuals
 - 16. Close Out – Test / Inspection Reports
 - 17. Close Out - Warranties

The Submittal Item Register shall be prepared on the form provided in **Exhibit 4a** in accordance with the instructions in **Exhibit 4b**.

The Subcontractor shall allow a minimum **of 2 weeks** for Turner's and the Architect's review of submittals.

Note to Turner User: Coordinate the time stated above with the Turner Contract documents.

Note to Turner User: The following Procedure must be agreed upon with the Owner and Architect before including these requirements in the Subcontract.

B. Project Submittal Procedure (Electronic File Transfer)

This project will utilize an electronic submittal process for transmitting all submittals required for construction and closeout documentation.

- 1. **Purpose:** To ensure that materials and processes used in the construction of the project meet the design intent, standards and codes established by Architect/Engineers, Local, State and Federal Agencies.
- 2. **Process:** The Submittal process for this project will utilize the creation of Portable Document Format (pdf) files for transfer of information to the greatest extent possible. The process will be part of an integrated submittal management system based on TurnerTalk.
- 3. **Submittal Procedure:** Immediately following the award of the Contract, Subcontractor shall prepare the following:
 - a. A Submittal Item Register as noted above.
 - b. Subcontractor shall meet with Turner to confirm the detailed submittal requirements, submittal package organization and the scope and schedule for submittals.
 - c. Turner will enter submittal items into TurnerTalk.
- 4. **File Transfer Protocol Website(s) (FTP Site):** A project specific FTP Site(s) shall be established for this project and shall be utilized by Subcontractors and Architect for the

transmittal of submittal packages between Subcontractor and Turner and between Turner and Architect. Turner will manage and administer access to the FTP Site(s). All submittal packages shall be placed in the designated folder by Subcontractor and Architect as submittal packages are prepared and returned.

- a. Subcontractors shall place all submittals and re-submittals in FTP Site: ftp.xxxxxx.com; "Submittals from Subcontractors" folder.
- b. Turner shall place all returned submittals in FTP Site: ftp.xxxxxx.com; "Approved-Returned Submittals" folder.
- c. Login user name and password will be provided by Turner as required.
- d. Subcontractor shall prepare pdf files in a format compatible with Adobe Acrobat 8 Professional.
- e. The Submittal Package file name shall follow this naming convention:
XXXXX _____
-YY _____
-ZZ.pdf _____

5. **Submittal Protocol:**

- a. The Subcontractor shall prepare all submittals in accordance with the requirements of the technical specifications. Each submittal package shall include a transmittal identifying the specification section and a sequence number for the package within this section. Each subsequent submittal for a section shall be numbered sequentially. Re-submittals shall contain a letter designation for the submittal package revision. Example _____ **Note to Turner User: Coordinate the Submittal file naming convention with the Architect.**
- b. The Subcontractor shall prepare a single electronic pdf file containing the submittal package transmittal to Turner together with all submittal items contained in the submittal package. Note that it may be necessary to manage the size of submittal packages to facilitate file transfer. If a complete submittal for a specification section cannot be prepared timely or would be very large, it will be necessary to consult with the Architect and obtain agreement for the packaging of submittal information.
- c. Subcontractor shall not use **GREEN** or **RED** color fonts for notations on submittal documents. **GREEN** is reserved for Turner and **RED** for the Architect.
- d. Subcontractor shall access the FTP Site and upload the submittal package to the folder "Submittals from Subcontractor" In addition; Subcontractor shall send email notification to the designated Turner Project Engineer, with a copy to the Turner Project administrator.
- e. Provide one original submittal document in hard copy format with original stamp and signature of the responsible Design Professional. *(Note to Turner User: Depending on agreements reached with the Architect, Owner, Inspecting Authorities and Others associated with the project it may be necessary for the Subcontractor to follow the electronic transmittal of each submittal package with a single hard copy sent to provide verification in case there is a dispute regarding the content of the submittal. This issue needs to be addressed before the submittal process starts.)*
- f. Subcontractor(s) will receive email notification from Turner when the Architect has returned a submittal package and it is ready to be distributed. The Subcontractor shall designate a representative(s) to receive email notification that a submittal package has been placed in the FTP Site folder "Approved-Returned Submittals" and is ready to be downloaded and printed by the Subcontractor.
- g. If the submittal is marked "Revise and Resubmit" *(Note to Turner User: Use specific language in Turner Contract)*, the Subcontractor shall make corrections and resubmit the corrected submittal as described above.
- h. Subcontractor shall be responsible for all costs to prepare electronic files and to make hard copies for their use.

6. **Submittal Content:**

- a. General: Each submittal to Turner must be accompanied by a Transmittal Letter/Form, which is to be completely filled out with Subcontractor name, project, trade description, specification section, submittal No., revision No., quantity, itemized listing of each submitted item, and space for submittal review stamp.

All substitutions requested must be itemized in the Subcontractor's Bid Form. Any substitutions from the Specifications and Drawings must follow the procedures described in the Contract Documents. Furthermore, in the preparation of shop drawings and other submittals of any nature, the Subcontractor shall specifically call out in separate letters of transmittal any and all approved deviations from the plans, details, specifications and other requirements of the contract Documents. In making such deviations, the Subcontractor commits itself to have thoroughly investigated the change and all its ramifications to all aspects of the project.

Note to Turner User: Coordinate the Substitution requirements in the Turner Contract with this section. For OSHPD Projects, no substitution requests will be allowed.

Each submittal is to be complete, concise and presented in a neat and orderly manner. They must also be timely in accordance with the Submittal Schedule and the requirements of the Project Schedule. Allow ample time (approximately 3 weeks) for Turner and the Architect/Engineer to process the submittals and for potential resubmittals. (*Note to Turner User: Project must coordinate this section with Turner Contract. Subcontractor may be responsible for the cost of resubmittal review by Architect if the submittal is not acceptable after first resubmittal.*)

- b. **Shop Drawings:** Subcontractor is responsible for preparation of electronic files for all submittals including those of tier-Subcontractors. The Subcontractor shall observe all drawing content and size requirements in the Contract Documents

Each Drawing shall have a title block indicating:

1. Project Name and Building Number.
2. General Contractor, Subcontractor, Trade, Description of Item.
3. Shop Drawing Number.
4. Original Date, Revision Number and Dates.
5. Cross-reference to Contract Documents (i.e., Specification Section and Paragraph; Drawing Plan, Section, Elevation or Detail, etc.,).
6. Allow a 6" x 6" space for Turner's Submittal Stamp and the Architect/Engineer's Approval Stamp.

- c. **Product Data:** Provide identification as described under "Shop Drawings."

- d. **Samples:** Submit identical samples as required by the Specifications. Provide identification as described under "Shop Drawings." Where sets of samples are needed to establish an acceptable range of colors or finishes, the specified number of sets of samples shall be submitted. In general, one unit will be returned to you marked with the Architect/Engineer's action. A transmittal document shall be prepared with the information requested under Shop Drawings and transmitted as a pdf file according to the Submittal Protocol above. One hard copy of the transmittal and any accompanying information shall be attached to each sample.

- e. **Test Reports:** For test reports, certificates of compliance, schedule of values, list of products and similar documents provide identification as required for Shop Drawings.

- f. **Operation and Maintenance Manuals:** Provide in accordance with the Contract Documents.

- 7. **Architect/Engineer's Action:** Turner will review each submittal, stamp it and forward it to the Architect/Engineer, who will review each submittal as specified.

Resubmittals shall have the same number of copies as the initial submittal and follow the same procedures.

- 8. **Shop Drawing Coordination:** It is Turners intention to hold shop drawing coordination meetings. Turner will be the sole judge of the extent of these meetings and the Subcontractors involved. Attendance of Subcontractor's detailer preparing shop drawings at these meetings shall be mandatory. The degree of coordination required between individual Subcontractors will dictate whether additional meetings are necessary. It shall be the responsibility of each Subcontractor to identify potential conflicts with other trades during this review period and to work together toward a fair resolution to such conflicts. Subcontractors will each receive weekly progress prints from other trades to consider and review. Within two (2) weeks of receipt of these drawings, Subcontractors are responsible to inform Turner of any conflicts or to accept as final the locations shown for the work of other trades.

Note to Turner User: This section must be coordinated with the project requirement for 3D Modeling [BIM] by certain trades. The specific BIM requirements shall be specified in Attachment B Part 5, for those trades. All shop drawings will locate fixtures, piping, ductwork, sprinkler piping, drains, etc. from centerline of column in plan and height above finish floor in elevation.

B. (Alternate – no electronic files – See alternate procedure following Exhibits)

VI. RECORD DOCUMENTS AND CONTRACT CLOSEOUT:

- A. Subcontractor will maintain a "record" set of contract drawings, specifications and its shop drawings at the site for inspection by Turner. These documents will be updated continually to reflect the "as-built" conditions of its Work and all design changes received in the form of Request for Information response and/or design bulletins not issued on revised Contract Documents. In addition to the requirements of the Turner Contract, upon completion of the Work, Subcontractor will transfer all drawing notes on **to ___ hard transparency copies and ___ electronic copies** on CD medium in AutoCAD format, latest version in accordance with the Contract Documents and deliver to Turner. Updated Specifications, Shop Drawings, and other notations must be included.
Note to Turner User: This requirement must be coordinated with the Turner Contract requirements.
- B. Failure by Subcontractor to maintain Record Documents and Closeout Documentation may cause withhold of portions of progress payments until this requirement is satisfactorily completed.

VII. DRAWING REVISIONS AND CHANGES:

- A. DRAWING REVISION AND CHANGE PROCEDURE
Bulletins, Field Directives, Drawings, Clarifications and Requests for Pricing (RFP) documents regarding changes to the Subcontractor's Work will be forwarded to the Subcontractor with a letter notifying Subcontractor of the Potential Change Order (PCO) number assigned to this segment of additional information. This letter will instruct the Subcontractor whether or not to proceed with the work and will request an itemized quotation for any change in the Work. The Subcontractor's reply to this letter shall not **exceed 2 weeks**.
Note to Turner User: This requirement must be coordinated with the Turner Contract Change requirements and reduced by the time required for the Turner Project team to review and confirm the Subcontractor's quotation within the time specified in the Turner Contract.
- B. The Subcontractor's quotation will then be analyzed for correctness. After Turner's approval it will be incorporated into the appropriate Change Order Request (COR) and submitted to the Owner for their approval. On receipt of the Owner's approval, a Subcontract Change Order will be issued. Prompt submission of the itemized quotation, together with quantity breakdowns and tier subcontractor and material supplier back-up, will expedite approval of all changes.
- C. For all RFP's, observe the following guidelines:
 - 1. Refer to the Formula for Changes included in each Subcontract for restrictions and guidelines to changes in the work.
Note to Turner User: The Turner Contract may contain the formula for changes, if so, delete this requirement and refer to the Turner Contract.
 - 2. For all change proposals, no overhead or profit will be permitted on premium time.
 - 3. Refer to the Potential Change Order (PCO) number on the quotation.
 - 4. Provide itemize material quantities, itemized labor hours, equipment and costs thereof in accordance with the Formula for Changes.
 - 5. Unit Prices and percentages shall apply to net differences in quantities.
 - 6. Subcontractors must include the itemized cost of bond premium adjustments in their proposals. It is understood that all Change Orders include this premium whether stipulated or not.
 - 7. Where applicable, Unit Prices stated in your subcontract or subsequently agreed upon shall be used for changes.
 - 8. Proposals are to be submitted to Turner's Project Engineer.

- D. Turner's Project Superintendent may direct additional work to be performed on a time and material basis via a written Superintendent's Instructions to Subcontractor (SIS). Upon receipt of the SIS, the Subcontractor will submit daily time tickets for Turner Superintendent's review and signature. These tickets will list the names of the workers; hours spent performing the work, and materials and equipment used. Turner's Superintendent will not sign tickets that are more than 1 day old. No ticket will be recognized without the signature of Turner's Superintendent.

VIII. SCHEDULE:

A. Work Breakdown Structure

- 1. Within the time prescribed in Attachment B, Subcontractor shall submit to Turner a detailed work breakdown of all activities required to complete the Subcontract Work. The work breakdown shall be completed on the attached, "Work Breakdown Structure", and submitted to Turner for review and comment. See **EXHIBIT 5**. The Turner Project Schedule shall be used as the basis for Subcontractor planning. A breakdown of Subcontractor's Work activities into specific work items with a maximum duration of fifteen (15) days will be necessary for Subcontractor to plan all Subcontract Work.
- 2. The Work Breakdown Structure shall be completed as follows:
 - a. Project Schedule ID – Identify the Project Schedule Activity containing the Work Item for Subcontract Work.
 - b. Work Item Description – Describe the work item activity necessary for detailed planning of Subcontract Work.
 - 1. Work Items shall be listed in the logical sequence for completing the Work.
 - 2. Work Items shall not include work in more than one location or work by more than one trade.
 - 3. Identify the phase or location of the work if required by the Project Schedule.
 - 4. Work Items shall include a submittal activity for all material with time required for submittal approval, purchase, fabrication and delivery that exceeds a total of ninety (90) days.
 - 5. Subcontractor shall identify significant interface and coordination requirements as a work item by others when necessary for Subcontract Work to proceed.
 - c. Sub-tier Subcontractor – Check box if this work is to be performed by a sub-tier subcontractor.
 - d. Work Days – Number of regularly schedule work days required for completion of the Work Item.
 - e. Crew Size – Average number of craftsmen, excluding supervision, required daily for the duration of the Work Item.
 - f. Production Rate – The production rate in (items, etc.) /day required to complete the Work Item in the planned duration.
 - g. Material – Material for which a submittal must be approved before purchase.
 - h. Material Lead Time – Cumulative time in days required for a) submittal review/approval, b) purchase, c) fabrication and d) delivery to the jobsite.
- 3. Turner will review the Work Breakdown Structure and may incorporate detailed Work Item activities in the Project Schedule. Subcontractor shall provide additional information if requested by Turner.

B. Weekly Work Plan (WPP)

- 1. Prior to Subcontractor's mobilization for on site activities, and every week thereafter, Subcontractor shall prepare and submit to Turner, a Weekly Work Plan (WPP) containing the detailed activities Subcontractor plans to complete in the following week. See **EXHIBIT 6** for the format of the Weekly Work Plan. At a minimum, the Plan shall contain the following information:
 - a. Reference to the project schedule activity for which work is performed.
 - b. Description of work to be performed – Note start of new work activity.
 - c. Location
 - d. Significant events – Material delivery, Crane erection, concrete placement, Inspections, coordination requirements, Milestone dates, etc..

2. In addition to planning for the minimum work necessary to meet the requirements of the project schedule, it is expected that Subcontractor will plan for contingent activities to take advantage of early completion of Subcontract Work and/or work by others, delay of planned activities and any other occurrence that will maintain the scheduled project completion.
3. Subcontractor shall submit Weekly Work Plan two (2) days prior to the regularly scheduled subcontractor coordination meeting. Subcontractor shall attend the coordination meeting prepared to adjust his schedule as directed by Turner.

IX Exhibits

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Electronic files containing the project specific Exhibits listed above will be provided to Subcontractor by Turner upon award of the Subcontract.

Note to Turner User: Project must include only the appropriate CCIP OR Non-CCIP Finance Forms (Exhibits 2 and 3) for their project. Revise page numbers if required.

**Exhibit 2
AIA G702 (Non-CCIP Project)**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 2 PAGES

TO OWNER/GENERAL CONTRACTOR: PROJECT: TURNER CONSTRUCTION
 1211 H Street
 Sacramento, CA 95814

FROM SUBCONTRACTOR: VIA ARCHITECT:

APPLICATION NO: _____ PERIOD TO: _____
 PROJECT NOS: _____

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 0.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 0.00
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 0.00
b. 10% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$ 0.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Interest, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-6392

Exhibit 2
AIA G703 (Non-CCIP Project)

AIA DOCUMENT G703

APPLICATION NO: 0
APPLICATION DATE: 11/01/2000
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C		E ADJUSTED VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (excluding retention) (G - G)	I RETAINAGE (% VARIABLE RATE)
		SCHEDULED VALUE	CHANGE ORDERS		WORK COMPLETE FROM PREVIOUS APPLICATIONS	THIS PERIOD				
1		\$0		\$0			\$0	\$0	\$0.00	10%
2		\$0		\$0			\$0	\$0	\$0.00	10%
3		\$0		\$0			\$0	\$0	\$0.00	10%
4		\$0		\$0			\$0	\$0	\$0.00	10%
5		\$0		\$0			\$0	\$0	\$0.00	10%
6		\$0		\$0			\$0	\$0	\$0.00	10%
7		\$0		\$0			\$0	\$0	\$0.00	10%
8		\$0		\$0			\$0	\$0	\$0.00	10%
9		\$0		\$0			\$0	\$0	\$0.00	10%
10		\$0		\$0			\$0	\$0	\$0.00	10%
11		\$0		\$0			\$0	\$0	\$0.00	10%
12		\$0		\$0			\$0	\$0	\$0.00	10%
13		\$0		\$0			\$0	\$0	\$0.00	10%
14		\$0		\$0			\$0	\$0	\$0.00	10%
15		\$0		\$0			\$0	\$0	\$0.00	10%
16		\$0		\$0			\$0	\$0	\$0.00	10%
17		\$0		\$0			\$0	\$0	\$0.00	10%
18		\$0		\$0			\$0	\$0	\$0.00	10%
19		\$0		\$0			\$0	\$0	\$0.00	10%
20		\$0		\$0			\$0	\$0	\$0.00	10%
21		\$0		\$0			\$0	\$0	\$0.00	10%
22		\$0		\$0			\$0	\$0	\$0.00	10%
23		\$0		\$0			\$0	\$0	\$0.00	10%
24		\$0		\$0			\$0	\$0	\$0.00	10%
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	10%

G703-1992

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5262

**Exhibit 3a
Conditional Lien Release for Progress Payment (Non-CCIP Project)**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from SUBCONTRACTOR in the sum of _____ payable to GENERAL CONTRACTOR and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of OWNER/JOB NAME located at JOB ADDRESS to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to GEN CONTRACTOR through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

SUBCONTRACTOR

(Company Name)

By: _____

(Signature)

(Print Name & Title)

INVOICE #

NOTE: CIVIL CODE SECTION 3262(d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**Exhibit 3b
Unconditional Lien Release for Progress Payment (Non-CCIP Project)**

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**
[California Civil Code §3262 (d)(2)]

The undersigned has been paid and has received a progress payment in the sum of _____ for labor, services, equipment, or material furnished to GENERAL CONTRACTOR on the job JOB NAME located at JOB ADDRESS and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to GENERAL CONTRACTOR through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____ SUBCONTRACTOR
(Company Name)
By: _____
(Signature)

(Print Name & Title)

Invoice #

"NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

NOTE: CIVIL CODE SECTION 3262(d)(2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.

**Exhibit 3c
Conditional Lien Release for Final Payment (Non-CCIP Project)**

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

[California Civil Code §3262 (d)(3)]

Upon receipt by the undersigned of a check from GENERAL CONTRACTOR in the sum of _____ payable to SUBCONTRACTOR and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of JOB NAME & OWNER NAME located at JOB ADDRESS.

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of _____. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____ (Company Name)
By: _____ (Signature)
_____ (Print Name & Title)

NOTE: CIVIL CODE SECTION 3262(d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**Exhibit 3d
Unconditional Lien Release for Final Payment (Non-CCIP Project)**

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

[California Civil Code §3262 (d)(4)]

The undersigned has been paid in full for all labor, services, equipment or material furnished to GENERAL CONTRACTOR on the job of JOB NAME (& OR OWNERS NAME) located at JOB ADDRESS and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$0.00.

Dated: _____

(Company Name)

By: _____

(Signature)

(Print Name & Title)

“NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

NOTE: CIVIL CODE SECTION 3262(d)(4) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow substantially the form set forth above.

**Exhibit 2
AIA G702 (CCIP Project)**

PAGE ONE OF 2 PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT
 TO GENERAL CONTRACTOR: PROJECT: TURNER JOB NAME
 Turner Construction
 1211 H Street
 Sacramento, CA 95814

PERIOD TO: 3/31/2008
 TO CO PROJECT NO: 1234567

CONTRACT DATE: _____

FROM CONTRACTOR: VIA ARCHITECT:
 SUBCONTRACTOR:
 STREET ADDRESS
 CITY, STATE, ZIP CODE

Phone: (XXX)XXX-XXX-XXX Fax: (XXX)XXX-XXX-XXX

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 0.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
 5. RET ANNUAL a. 10. % of Completed Work (Column D + E on G703) \$ 0.00
 b. 10. % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
 6. TOTAL EARNED LESS RET ANNUAL (Line 4 Less Line 5 Total) \$ 0.00
 7. LESS CCIP INSURANCE AMOUNT \$ 0.00
 8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 less Line 7 from prior Certificate) \$ 0.00
 9. CURRENT PAYMENT DUE \$ 0.00
 10. BALANCE TO RECEIVE, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: SUBCONTRACTOR
 By: _____ Date: _____
 State of California County of _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE ARCHITECT: INSTITUTE OF ARCHITECTS, 135 NEW YORK AVE., NEW YORK, NY 10038

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change approved in previous months by Owner	\$0.00	\$0.00
Total approved this month	\$0.00	0.00
TOTALS	\$0.00	0.00
NET CHANGES by Change Order		-

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 95E EDITION - AIA 0132

Exhibit 2
AIA G703 (CCIP Project)
Page 1

CONTINUATION SHEET		AIA DOCUMENT G 703										COIP Rate 4.86%	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are listed to the nearest dollar. Use Column I on Contracts where variable retention fee items may apply.		APPLICATION NO: 01										01	
		APPLICATION DATE: 3/31/2008											
		ARCHITECT'S PROJECT NO:											
A	B	C		D	E	F	G		H	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	ADJUSTED VALUE	WORK COMPLETE FROM PREVIOUS APPLICATIONS	WORK COMPLETE THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE)		
1									#DM/01		\$0.00		
2									#DM/01		\$0.00		
3									#DM/01		\$0.00		
4									#DM/01		\$0.00		
5									#DM/01		\$0.00		
6									#DM/01		\$0.00		
7									#DM/01		\$0.00		
8									#DM/01		\$0.00		
9									#DM/01		\$0.00		
10									#DM/01		\$0.00		
11									#DM/01		\$0.00		
12									#DM/01		\$0.00		
13									#DM/01		\$0.00		
14									#DM/01		\$0.00		
15									#DM/01		\$0.00		
16									#DM/01		\$0.00		
17									#DM/01		\$0.00		
18									#DM/01		\$0.00		
19									#DM/01		\$0.00		
20									#DM/01		\$0.00		
21									#DM/01		\$0.00		
22									#DM/01		\$0.00		
23									#DM/01		\$0.00		
24									#DM/01		\$0.00		
25									#DM/01		\$0.00		
											Base Contract COIP	9.84%	
											Base Contract of Total		

Exhibit 2
AIA G703 (CCIP Project)
Page 2

CONTINUATION SHEET		AIA DOCUMENT G 703										COIP Rate 4.86%			
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are listed to the nearest dollar. Use Column I on Contracts where variable retainerage fee forms may apply.		APPLICATION NO. 01										APPLICATION DATE: 3/29/2008			
		ARCHITECT'S PROJECT NO.:													
A	B	C		D		E		F		G		H		I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	ADJUSTED VALUE	WORK COMPLETE FROM PREVIOUS APPLICATIONS	WORK COMPLETE THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE)				
26	SCO-001	0		0					#DM/01		\$0.00				
27	SCO-001 CCIP	0		0					#DM/01		\$0				
28	SCO-002	0		0					#DM/01		\$0.00				
29	SCO-002 CCIP	0		0					#DM/01		\$0				
30	SCO-003	0		0					#DM/01		\$0.00				
31	SCO-003 CCIP	0		0					#DM/01		\$0				
32	SCO-004	0		0					#DM/01		\$0.00				
33	SCO-004 CCIP	0		0					#DM/01		\$0				
34	SCO-005	0		0					#DM/01		\$0.00				
35	SCO-005 CCIP	0		0					#DM/01		\$0				
36	SCO-006	0		0					#DM/01		\$0.00				
37	SCO-006 CCIP	0		0					#DM/01		\$0				
38	SCO-007	0		0					#DM/01		\$0.00				
39	SCO-007 CCIP	0		0					#DM/01		\$0				
40	SCO-008	0		0					#DM/01		\$0.00				
41	SCO-008 CCIP	0		0					#DM/01		\$0				
42	SCO-009	0		0					#DM/01		\$0.00				
43	SCO-009 CCIP	0		0					#DM/01		\$0				
44	SCO-010	0		0					#DM/01		\$0.00				
45	SCO-010 CCIP	0		0					#DM/01		\$0				
46	SCO-011	0		0					#DM/01		\$0				
REVISED CONTRACT AMOUNT															
REVIS															

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20005-5292

**Exhibit 3a
Conditional Lien Release for Progress Payment (CCIP Project)**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(California)**

To the Owner, Contractor, Construction Lender and/or Surety:

Upon receipt by the undersigned of a check from **TURNER CONSTRUCTION**
in the sum of:

\$0.00

payable to **SUBCONTRACTOR** and when the check has been properly endorsed
and has been paid by the bank upon which it is drawn, this document shall
become effective to release any mechanic's lien, stop notice or bond right the
undersigned has on the job of

**TURNER JOB NAME
CITY, STATE ZIPCODE**

to the following extent. Additionally, payment has been made to AON for CCIP insurance on behalf
of said subcontractor in the amount of

\$0.00

This release covers a progress payment for labor, services, equipment or materials furnished to
TURNER CONSTRUCTION through

March 31, 2008

only, and does not cover any retentions retained before or after the release date;
extras furnished before the Release Date for which payment has not been received;
extras or items furnished after the Release Date. Rights based upon work performed
or items furnished under a written change order which has been fully executed by the
parties prior to the Release Date are covered by this release unless specifically
reserved by the claimant in this release. This release of any mechanic's lien, stop notice
or bond right shall not otherwise affect the contract rights, including rights between
parties to the contract based upon a rescission, abandonment, or breach of the contract, or
the right of the undersigned to recover compensation for furnished labor, services,
equipment or material covered by this release if that furnished labor, services, equipment,
or material was not compensated by the progress payment. Before any recipient of this
document relies on it, the party should verify evidence of payment to the undersigned.

DATED: October 16, 2008

SUBCONTRACTOR

BY: _____
Name, Title

**Exhibit 3b
Unconditional Lien Release for Progress Payment (CCIP Project)**

**(2) UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Civil Code §3262(d)(2))**

The undersigned has been paid and has received progress payments in the sum of **\$ 0.00 (Item C)** including the benefits of insurance paid directly to AON on behalf of the undersigned in the amount of **\$ 0.00 (Item D+E)** and including this current net progress payment of **\$0.00 (Item H)** for labor, services, equipment, or material furnished to **TURNER CONSTRUCTION COMPANY, 1211 H Street, Sacramento, CA 94814** (Your Customer) on the job of **Turner Job Name** (Owner) located at **Job Address, City, State** (Job Description) and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to **TURNER CONSTRUCTION COMPANY, 1211 H STREET, Sacramento, CA 95814 Attn: Project Accountant** (Your Customer) through _____ (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Any extras, work performed, and items furnished that are not included in this release are specifically listed as follows: (if none write "none")

Dated: _____

SUBCONTRACTOR NAME
(Company Name)

By _____

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

MUST BE NOTARIZED OR STAMPED WITH A CORPORATE SEAL

PAYMENT SUMMARY

A.	Total Completed & Stored to Date	\$0.00
B.	Less Retainage	<u>\$0.00</u>
C.	Total Earned Less Retainage (A - B)	<u>\$0.00</u>
D.	Less: CCIP - W/C (Paid on behalf of sub)	\$0.00
E.	Less: CCIP - G/L (Paid on behalf of sub)	<u>\$0.00</u>
F.	Adjusted Total Earned (C - D - E)	<u>\$0.00</u>
G.	Less Previous Payment	<u>\$0.00</u>
H.	Net Payment Due (F - G)	<u>\$0.00</u>

**Exhibit 3c
Conditional Lien Release for Final Payment (CCIP Project)**

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(California)**

To the Owner, Contractor, Construction Lender and/or Surety:

Upon receipt by the undersigned of a check from **TURNER CONSTRUCTION**
in the sum of:

\$

payable to **(SUBCONTRACTOR)** and when the check has been properly
endorsed and has been paid by the bank upon which it is drawn, this document shall
become effective to release any mechanic's lien, stop notice or bond right the
undersigned has on the job of

Turner Job Name

Location

equipment or material furnished on the job, except for disputed claims for additional
work in the amount of \$ _____ and **CCIP Insurance** sent to **AON** on behalf of
said contractor

\$

Before any recipient of this document relies on it, the party should verify evidence of
payment to the undersigned.

DATED _____

SUBCONTRACTOR

BY: _____
Signature, Title

**Exhibit 3d
Unconditional Lien Release for Final Payment (Non-CCIP Project)**

**(4) UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(Civil Code §3262(d)(4))**

The undersigned has been paid in full, (including _____ paid to AON on behalf of said subcontractor for CCIP insurance) for all labor, services, equipment, or material furnished to Turner Construction Company, 1211 H Street, Sacramento, Ca 95814 (Your Customer) on the job of OWNER / JOB NAME (TCCO# JOB NUMBER) (Owner) located at ADDRESS (Job Description) and does hereby waive and release any right to a mechanic's lien, stop notice or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$0.00.

Dated: _____ (Company Name)
By: _____ (Signature)
_____ (Print Name & Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

MUST BE NOTARIZED OR STAMPED WITH A CORPORATE SEAL

RETURN TO: TURNER CONSTRUCTION CO.
1211 H STREET
SACRAMENTO, CA 95814
ATTN: JODY DUNBAR

PAYMENT SUMMARY

A.	Total Completed & Stored to Date	
B.	Less Retainage	
C.	Total Earned Less Retainage (A - B)	_____
D.	Less: CCIP - W/C (Paid on behalf of sub)	
E.	Less: CCIP - G/L (Paid on behalf of sub)	_____
F.	Adjusted Total Earned (C - D - E)	_____
G.	Less Previous Payment	_____
H.	Net Payment Due (F - G)	_____

**Exhibit 4b
Instructions for Completing the
Submittal Item Register**

Subcontract Submittal Item Register

Subcontractor shall complete the Subcontract Submittal Item Register as specified below.

There shall be no deviation from the format provided.

FIELD HEADING	DEFINITION
Specification Section	Specification Section as indicated in the Architect's spec book
Sub Section	Paragraph information as indicated in the Architect's spec book
Description	Description from Architects spec book
Submittal Type ID	Select the code only from the list below
Required on Job Date (ROJ Date)	Enter the Required On Job (ROJ) Date here
Preparation Time	Enter calendar days to be used to prepare the Submittal Package
Fabrication Time	Enter calendar days to be used for Vendor fabrication
Delivery Time	Enter calendar days to be used for delivery to jobsite

Submittal Type	Type ID Code
Shop Drawings	SD
Calculations	CA
Certificates	CE
Materials List	MA
Product Data / Cut Sheet	PD
Sample	SA
Mock-Up	MU
Test / Inspection Report	TI
Schedule	SC
Templates	TE
Owner Stock	OS
Warranty	WA
Training	TR
Close Out - As-Builts / Record Document	AB
Close Out - O & M's	OM
Close Out - Test / Inspection Report	TICO
Close Out - Warranty	WACO

**Alternate Submittal Procedure
No Electronic File Transfer**

SUBMITTALS:

This procedure complements the requirements of Contract Documents. Note that Shop Drawings shall show detailed coordination with contiguous work. Some trades may also be required to participate in multi-trade coordination efforts to determine and allocate space requirements.

- A. **Submittals and Schedules:** Within ten (10) calendar days of award, Subcontractor will submit a complete Submittal Item Register: Within the time prescribed in Attachment B, Subcontractor shall submit a completed Submittal Item Register and List of Products for all items requiring the Architect's and Engineers' review and approval. The Submittal Item Register shall include but is not limited to:
1. Shop Drawings/Design Coordination Drawings including description of item and name of manufacturer, trade name and model number.
 2. Calculations
 3. Certifications
 4. Materials Lists
 5. Product Data/Cut Sheets
 6. Samples
 7. Mock-ups
 8. Test / Inspection Reports
 9. Schedules
 10. Templates
 11. Owner Stock requirements
 12. Warranties
 13. Training requirements
 14. Close Out – As Built Documents / Record Documents
 15. Close Out – Operations and Maintenance Manuals
 16. Close Out – Test / Inspection Reports
 17. Close Out - Warranties

The Submittal Item Register shall be prepared on the form provided in **Exhibit 4a** in accordance with the instructions in **Exhibit 4b**.

The Subcontractor shall allow a minimum **of 3 weeks** for Turner's and the Architect's review of submittals.

Note to Turner User: Coordinate the time stated above with the Turner Contract documents.

- B. **General:** Each submittal to Turner must be accompanied by a Transmittal Letter/Form, which is to be completely filled out with subcontractor name, project, trade description, specification section, submittal No., revision No., quantity, itemized listing of each submitted item, and space for submittal review stamp.

All substitutions requested must be itemized in the Subcontractor's Bid Form. Any substitutions from the Specifications and Drawings must follow the procedures described in the Contract Documents. Furthermore, in the preparation of shop drawings and other submittals of any nature, the Subcontractor shall specifically call out in separate letters of transmittal any and all approved deviations from the plans, details, specifications and other requirements of the contract Documents. In making such deviations, the Subcontractor commits itself to have thoroughly investigated the change and all its ramifications to all aspects of the project.

Note to Turner User: Coordinate the Substitution requirements in the Turner Contract with this section. For OSHPD Projects, no substitution requests will be allowed.

Each submittal is to be complete, concise and presented in a neat and orderly manner. They must also be timely in accordance with the Submittal Schedule and the requirements of the Project Schedule. Allow ample time (**approximately 3 weeks**) for Turner and the Architect/Engineer to process the submittals and for potential resubmittals.

- C. Shop Drawings: Submit **one reproducible copy and 7 white paper prints**. The transparency will be returned to you marked with the Architect/Engineer's action. Subcontractor is responsible for any additional copies for sub-tiers. This procedure is to be utilized for all submittal sheets larger than 8-1/2" X 11".

Each Drawing shall have a title block indicating:

1. Project Name and Building Number.
2. General Contractor, Subcontractor, Trade, Description of Item.
3. Shop Drawing Number.
4. Original Date, Revision Number and Dates.
5. Cross-reference to Contract Documents (i.e., Specification Section and Paragraph; Drawing Plan, Section, Elevation or Detail, etc.).
6. Allow a 6" x 6" space for Turner's Submittal Stamp and the Architect/Engineer's Approval Stamp.

- D. Product Data: Submit a MINIMUM of **eight (8) copies** of all brochures, catalog cuts, test reports, etc. Provide identification as described under "Shop Drawings." Additional copies **MUST** be included whenever required to distribute to other trades for coordination with their work. Specific requirements for this distribution shall be reviewed with Turner. **One copy** will be returned to you marked with the Architect/Engineer's action. If subcontractor requires additional copies to be returned add these to the specified eight copies.
- E. Samples: **Submit five (5) identical samples**. Where greater number is required by the Specifications, submit per the Specifications. Provide identification as described under "Shop Drawings." Where sets of samples are needed to establish an acceptable range of colors or finishes, the specified number of sets of samples shall be submitted. In general, one unit will be returned to you marked with the Architect/Engineer's action.
- F. Operation and Maintenance Manuals: **Five (5) copies** are to be submitted. One will be returned to you for your records. Provide per specification Section 01700 except as noted above.
- G. Architect/Engineer's Action: Turner will review each submittal, stamp it and forward it to the Architect/Engineer, who will review each submittal as specified. Resubmittals shall have the same number of copies as the initial submittal and follow the same procedures.
- H. Test Reports: For test reports, certificates of compliance, schedule of values, list of products and similar documents **eight (8) copies** shall be forwarded to Turner.
- I. Coordination Meetings: It is Turners intention to hold shop drawing coordination meetings. Turner will be the sole judge of the extent of these meetings and the Subcontractors involved. Attendance of Subcontractor's detailer preparing shop drawings at these meetings shall be mandatory. The degree of coordination evident between individual Subcontractors will dictate whether additional meetings are necessary. It shall be the responsibility of each Subcontractor to identify potential conflicts with other trades during this review period and to work together toward a fair resolution to such conflicts. Subcontractors will each receive weekly progress prints from other trades to consider and review. Within **two (2) weeks** of receipt of these drawings, Subcontractors are responsible to inform Turner of any conflicts or to accept as final the locations shown for the work of other trades. All shop drawings will locate fixtures, piping, ductwork, sprinkler piping, drains, etc. from centerline of column in plan and height above finish floor in elevation.

Note to Turner User: The specific numbers of submittal documents must be coordinated with the Turner Contract requirements.