

ATTACHMENT C

PROCEDURES MANUAL

In the event that there are conflicts between the Procedures Manual and the General Conditions of the Contract Documents contained within the specifications, General Conditions of the Contract Documents shall govern, and the Procedures Manual shall supplement General Conditions of the Contract Documents

SECTION 1. Items in this manual supplement and expand upon issues addressed in the Subcontract Agreement and other Contract Documents, which should be reviewed in conjunction with this manual.

Review the procedures outlined in this manual with the applicable action personnel in your company. Ensure all concerned understand and comply with the requirements. Any questions should be directed to the corresponding Contractor personnel.

Revisions and clarifications to this manual and additional information may be issued periodically and should be inserted in the applicable sections.

Items in this manual are not intended to supersede more strenuous requirements contained elsewhere in the Contract Documents. Any conflicts between this manual and other Contract Documents should be immediately brought to the Contractor's attention for clarification. In any event, the Subcontractor is responsible to provide for the more stringent requirement.

DEFINITION OF TERMS. "You," "Yours," "Their," etc., as used in the following sections refer to Subcontractors and is not intended to be gender specific. Further, although feminine and masculine terms may be used throughout this document, it is not intended to be gender specific.

"Day" means calendar day unless specifically noted otherwise.

"Provide" means to furnish and install, complete.

SECTION 2 - CORRESPONDENCE. All correspondence from Subcontractors and Suppliers shall be made directly to Contractor until further notice. Refer to Contractor Action Personnel for points of contact. No correspondence shall be directed to the Architect or Engineer unless specified by Contractor. A letter of transmittal shall accompany each individual item that is submitted. Please address all correspondence with the project name and identity or list the information that is being sent.

SECTION 3 - SUBCONTRACTOR SUBMITTAL LOG. Within one (5) calendar days after notification of award of contract, by means of a letter of intent or subcontract agreement, Subcontractor shall provide a complete list of all items they are required to submit, including closeout documentation, using the attached Submittal & Procurement Log. Subcontractor shall ensure the dates they supply allow for timely review, procurement and delivery of construction materials in relation to the Project Schedule and to dates specified in their Subcontract Agreement.

Cost incurred for delays caused by Subcontractor's failure to submit as scheduled or having to resubmit will be Subcontractor's responsibility.

CONTRACT DOCUMENT REFERENCES. Each shop drawing detail and submittal item is to be cross-referenced to the applicable contract detail(s), specification section(s) and sub-section. Use separate submittals to identify items in your scope from differing specification sections.

REVIEWS. Submittals will not be "approved" by the Architect/Engineer or Contractor; they will be reviewed for general compliance with the Contract Documents and stamped according to the provisions of applicable specification sections. Such submittals, once reviewed, shall not supersede or take precedence over the Contract Documents.

Architect/Engineer's and Contractor's review of submittals is not to be construed as a complete check or relief from responsibility for any errors of any sort, or from necessity of furnishing work required by the Contract Documents which may not have been shown on the submittal.

Subcontractor is responsible for providing correct quantities and dimensions for all materials.

DEVIATION FROM CONTRACT DOCUMENTS. It is Subcontractor's responsibility to obtain specific approval for deviations from the Contract Documents by "clouding" details on the shop drawings, and submittal clearly noting them as deviations from the contract, and receiving written verification that the change has been accepted by the Architect.

Any deviation from the Contract Documents noted on Subcontractor's submittal will be assumed for Subcontractor's convenience. Any costs incurred by Contractor or any other Subcontractor that are the results of changes to the Contract Documents will be Subcontractor's responsibility. If, instead, it is required due to some deficiency in the Contract Documents, then it is to be brought to Contractor's attention as such. Failure to "flag" changes will obligate subcontractor to provide as required by the Contract Documents.

Subcontractor shall furnish the necessary product or equipment specifications, tests, and other satisfactory evidence as to the quality of a material or piece of equipment or the installation of the same.

NON-CONFORMING DETAILS. Non-conforming details that are required for reasons beyond the control of Subcontractor (Contract Document details that are incorrect, proven to be faulty or not feasible, etc.) and that will result in an increase in Subcontractor's contract value, are to be brought to Contractor's attention in writing immediately (prior to fabrication and/or installation). Failure to follow this procedure will jeopardize Subcontractor's ability to potentially recover additional incurred costs.

REVISIONS. All revisions must be "clouded", properly indexed and dated. Previously submitted drawings are not to be revised without "clouding" all changes on each sheet. Subcontractor shall specify the origin of any revision.

- a. Re-submittals must specifically address each marked-up reviewer comment by repeating the comment, describing where the comment was made and explaining how it has been or will be addressed. Cloud, number, and date revisions on resubmitted drawings.
- b. Subcontractor is responsible for the Contractor's, Architect's, and Consultant's follow-up correspondence, handling and review costs associated with improper submittals, substitution requests, and unnecessary re-submittals.

COORDINATION. Subcontractor shall coordinate the requirements of their work with that of other trades prior to the preparation of shop drawings.

SUBSTITUTIONS. No substitutions shall be made in the Subcontracted Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions.

Submit three (3) copies of each request recommended for consideration. The architect has set a time limit on substitutions; due to this, substitutions need to reach our offices upon the receipt of this contract.

Any cost involved will be at the responsibility of the subcontractor or supplier submitting the request. Please use the form provided in the project manual or by CONTRACTOR.

SHOP DRAWINGS.

INDEX. All sets of drawings must have an index on the front sheet listing each drawing by sheet number, title, original drawing date, revision number and revision date.

KEY PLANS. Key plans and other references are to be provided showing the locations (in relation to the entire building) of all items shown on the shop drawings. Shop drawing detail numbers are to be shown on the key plans.

INTERNAL SHOP DRAWING REFERENCES. Shop drawing details must refer to additional sections, elevations, blowups and details within the shop drawings by sheet and detail numbers. Details must refer back to the sheet from where they are taken.

NUMBER OF DRAWINGS. Shop drawings shall be submitted with one set on reversible sepias and a minimum of three (3) sets of prints. Corrections will be made on the sepias and returned to Subcontractor. Subcontractor shall return one set of reviewed drawings to Contractor. After review by Architect, if a record submittal is required, three (3) copies of the shop drawings with corrections are to be made by Subcontractor and sent to Contractor. If a resubmittal is required, follow the same guidelines as for a submittal.

COORDINATION. Copies of shop drawings shall be furnished by Subcontractor as required for distribution to other trades.

SAMPLES.

Product data and samples are to be submitted in sets of six (6). Subcontractor will receive one sent back for their files. Samples must be large enough to meet the specification requirements or minimum size to affix the described label below plus two 2" x 3" labels for the Architect's and Contractor's review stamps.

Each sample submitted is to have an attached description tag or label with the following information:

- Project
- General Contractor
- Subcontractor
- Specification Section
- Item Description
- Date

ADDITIONAL INFORMATION. See also the following:

Section 4 - Coordination of Work

Section 5 - Material Procurement, Expediting & Handling/Expediting

SECTION 4 - COORDINATION OF WORK

COORDINATION. Each Subcontractor is responsible to coordinate their work with that of other trades. Subcontractor is expected to review and/or request shop drawings, cut sheets or other data on installation or equipment of other trades that may affect their work so they may properly coordinate their work with others. Failure to do so will prevent Contractor from giving Subcontractor assistance, and they will be responsible for any additional costs due to lack of coordination. See also Subcontract Agreement.

Copies of all shop drawings and submittals are available for review in Contractor's jobsite office. Copies can be obtained from the relevant Subcontractor. Subcontractor is to include costs for providing coordination copies of submittal data to other subcontractors as needed.

COORDINATION DRAWINGS. Preliminary shop drawings suitable for over-layment to coordinate space requirements with other subcontractors shall be prepared by Subcontractor at least 40 days prior to scheduled pour. Provide larger scale if specified or required to do proper coordination. Shop drawings to include all pipe elevations relative to top of floor slab below as well as from bottom of deck above. Also, provide legend noting dimensions from centerline of piping to outside of piping and to outside of coupling or support, whichever is lower. Meetings for the purpose of coordinating space requirements among subcontractors will be conducted by Contractor as necessary. Where conflicts arise, Contractor will decide which subcontractor's work will have priority. Late submittal of shop drawings may prejudice subcontractor's position in this regard. Minor relocations to eliminate spatial conflicts will be provided at no additional cost.

SLEEVES, BLOCK-OUTS, EMBEDS. Within four (4) calendar days of notification of award of contract, unless otherwise specified, Subcontractor is required to submit a complete, detailed listing (or drawings if requested) of all locations Subcontractor is contemplating to install inserts, sleeves, block-outs, cut-outs, or embedded items related to the structure. Subcontractor is responsible for any cost of bracing or supporting structure at penetrations as required. Subcontractor to layout and install all of their own sleeves. Subcontractor must fill extra sleeves installed but not used and/or core and brace for sleeves not installed prior to concrete pour.

LAYOUT. Subcontractor shall be responsible for their own layout, including layout of housekeeping pads required for Subcontractor's equipment. Subcontractor will be responsible for additional concrete, drilling and doweling or other costs resulting from missing layout deadline dates established by the Project Schedule or Project

Superintendent.

CEILING HEIGHTS. Ceiling heights are critical and must be maintained. Subcontractor shall layout and be responsible for installation of the work in such manner that the ceiling elevation relative to the surveyor's elevation benchmarks on each floor, or the distance from the floor to ceiling called for in the architectural drawings, will be maintained. Subcontractor shall maintain adequate clearance above ceiling to allow installation of the ceiling, ceiling framing, light fixtures and other ceiling mounted elements. All dimensions are to be taken from the ceiling height benchmark down and never from the concrete floor.

ACCESS PANELS. Subcontractor is responsible for furnishing access panels as required for Subcontractor's work for installation by others. Access panels in architectural sheetrock areas, such as ceilings and soffits, must be of the highest quality, made to receive sheetrock as flush mounted and tapeable. Access panels in tiled walls to be stainless or bronze as selected by the Architect. Subcontractor shall include any access panels required by change proposals affecting their work within their change order pricing.

Locate and dimension all access panels on Subcontractor's shop drawings including those required by Contract Documents, applicable codes or for the reasonable operation and maintenance of the system. Coordinate access panel locations including field identification and verification with other trade subcontractors who must frame or blockout their work to receive access panels (i.e. drywall, CMU, concrete formwork, etc.)

Subcontractor shall identify the location of removable ceiling panels that will be used to access their work by hanging a ribbon from their work. The Ceiling Subcontractor must provide and install color-coded dots in the tile or other prescribed method of identification at these locations.

PENETRATIONS.

1. Sleeves for penetrations through beams, walls, foundations and slabs shall be furnished and installed by Subcontractor so as not to delay or impede the work of other trades. Subcontractor shall be responsible for adequately securing such sleeves and verifying their correct location immediately prior to, during and after concrete placement. Locations shall be coordinated by Contractor and approved by the Structural Engineer.
2. Openings requiring concrete formwork, metal deck cutting or edging will be provided by and, if shown on the architectural or structural drawings, paid for by others. Subcontractor to identify the locations, quantities and sizes of all such openings.
3. Any additional penetrations through or modifications to structural members beyond what is shown on the structural drawings will be provided by others, subject to the approval of the Structural Engineer and paid for by Subcontractor. Subcontractor must identify the locations, quantities and sizes of such penetrations on their shop drawings. Penetrations and modifications required in the field for Subcontractor's convenience or due to coordination issues with other trades to be provided by others and paid for by Subcontractor.
4. Provide field layout of all penetrations required through walls by the scheduled start date for wall framing in the related area if the penetrating sleeve, duct, pipe, etc. is not already installed.
5. Subcontractor shall provide any concrete coring required for their work. Locations and method to be submitted for approval to Contractor and the Structural Engineer.
6. All penetrations through building elements must be located and dimensioned on Subcontractor's shop drawings prepared specifically for that purpose by Subcontractor. These drawings must be submitted to Contractor as required by the progress of the work.
7. Subcontractor is responsible for patching any penetrations made for their work. Such patching shall return the penetrated item to its original structural, fire resistant, sound attenuation and air pressurization capacity. Penetration patching method and locations must be approved in advanced by Contractor.
8. Subcontractor shall grout, pack or otherwise suitably prepare their penetrations to receive scheduled waterproofing or roofing. Subcontractor shall also provide any counter flashing, roof jacks, stainless steel draw bands, sleeves, etc., which are required for their roof penetrations, supports, etc., unless specifically shown on the architectural drawings.
9. Subcontractor shall be responsible for waterproofing their penetrations if penetrations are made after scheduled waterproofing or roofing has been applied or if penetrations are made into work not scheduled to receive waterproofing but now requiring it due to Subcontractor's penetrations. Subcontractor to provide any link required.

10. Subcontractor shall identify any penetrations or openings required by change order proposals affecting their work or else Subcontractor shall be fully responsible for all reasonable costs plus mark-up to provide them.

CAULKING & SEALANT. Subcontractor is responsible for all acoustical, architectural, fire and smoke, and weatherproof caulking and sealant within and adjacent to their work as applicable unless otherwise noted. Subcontractor shall take care so as not to leave unacceptable surface for other trades including painting, escutcheons, electrical trim, etc.

FIREPROOFING/INSULATION. All items that are attached to the structural steel and/or metal deck must be in place before the fireproofing and/or insulation is applied. If fireproofing and/or insulation are existing conditions, Subcontractor is to remove only that amount of material as required to properly attaching its work to the building's structure. All clean up associated with removal and replacement of fireproofing and/or insulation is to be by Subcontractor. Replacement of fireproofing or insulation materials removed or damaged will be the responsibility of the Subcontractor.

SUPPORTS. Subcontractor is responsible for furnishing and installing all inserts, hangers, threaded rod, wires and braces (including seismic) for their work and must spray paint with a distinguishing mark or color so that each subcontractor can differentiate between their work and the work of others.

BACKING & BLOCKING. Subcontractor shall provide all backing; blocking and/or concealed framing required for their work and shall install same in a timely manner so as not to delay the work of other trades.

CUTTING & PATCHING. Subcontractor shall perform all cutting and patching under jurisdiction of their trade. Additionally, if cutting and patching are required due to the Subcontractor's failure in the performance of the work, the Subcontractor will be responsible for the additional cutting and patching at their expense.

DRILLING & TAPPING. Subcontractor shall perform all drilling and tapping necessary for the installation of their work and perform all drilling and tapping of their work required to accommodate the work of other trades.

ADDITIONAL INFORMATION. See also the following:

Section 3 - Submittals

Section 7 - Field Operations

SECTION 5 - MATERIAL PROCUREMENT, EXPEDITING & HANDLING

CRITICAL ITEMS. Materials which are critical to the timely completion of the project will be closely monitored by Contractor. Every effort must be made to expedite shop drawing submittals and subsequent acquisition of these items. All materials or equipment with a lead time greater than four weeks shall be identified to Contractor, Inc. Subcontractor shall ensure that submittals are processed within enough time to maintain schedule. See also Subcontractor Agreement.

EXPEDITING. Submittal & Procurement Log will be referred to in determining items requiring special attention. This log is to be updated as required and submitted to Contractor. Subcontractor will be expected to closely coordinate delivery with their suppliers and advise Contractor of potential delays due to late delivery and long lead times. Provide copies of purchase orders (with price deleted if desired) and delivery confirmation documents as requested by Contractor.

DELETED MATERIAL. If materials have been purchased by Subcontractor as part of their work, and it is deleted by an Architect or Owner initiated change prior to installation, one of the following options will be used:

1. Credit is to be given to the Owner for the cost of the material minus any reasonable restocking charge.
2. If the material cannot be returned to the manufacturer or supplier for a reasonable credit, the material is to be turned over to the Owner at the time the building itself is being turned over and accepted by the Owner. Treat the material as follows:
 - a. Subcontractor is to inventory and store the material (offsite if required) and will be responsible for the care and custody of the material until it is to be turned over to the Owner. Information on the inventory list is to include quantities and descriptions of all items and denote the Contractor. Reference Number for the change. All costs associated with the handling, storage,

- and turnover of the material are to be included in Subcontractor's change proposal at the time that the material is deleted.
- b. Subcontractor is to arrange through Contractor for the Architect or the Owner's authorized representative to sign the inventory sheet verifying the quantity and Owner's acceptance of the material. A Contractor representative is to be present when the material is turned over. A copy of the signed acceptance sheet is to be given to Contractor. Contractor will not sign for, nor accept responsibility for, the care and custody of material that is to be turned over to the Owner. If there are any disagreements regarding the turnover of material to the Owner, Subcontractor will be required to produce copies of the signed acceptance sheet(s). If Subcontractor does not have signed copies of the acceptance sheet(s), they will be required to furnish the material in question.
3. Owner, at their option, may elect to have the deleted material disposed of in lieu of having it turned over. Written instructions, issued through Contractor will be given to Subcontractor if this option is to be used. Subcontractor will be liable for replacement cost for any deleted material that is disposed of without proper written instructions.

LOOSE MATERIAL. Loose material is defined as material that is required by the Contract Documents to be turned over to the Owner, but is not installed or attached to the building. (Examples: spare parts, attic stock, special tools, chemicals, etc.). Loose material is to be turned over at time of project completion, unless specifically requested otherwise. Loose material is to be inventoried and turned over to the Owner in the same manner as deleted material. See Section Deleted Material.

ADDITIONAL INFORMATION. See also the following:
Section 3 - Submittals\General Requirements
Section 7 - Field Operations\Material Storage & Field Offices
Section 8 - Changes in Work\Deleted Material

SECTION 6 - PROTECTION OF MATERIALS & INSTALLED WORK

PROTECTION OF MATERIAL & INSTALLED WORK. Subcontractor shall protect and secure their material, tools and equipment against loss by theft, vandalism or damage. Contractor will not accept any claim for alleged theft, vandalism or damage. See also Subcontract Agreement.

Subcontractor is responsible for furnishing, installing and maintaining protection measures for their installed work until it is accepted by the Owner. Contractor will not accept responsibility for the care, custody and control of material between the time of installation by Subcontractor and acceptance by the Owner.

Subcontractor is responsible to prevent accidental activation of existing smoke detectors and sprinkler heads.

REPAIR OR REPLACEMENT OF INSTALLED WORK. Subcontractor shall touch-up, repair, replace, repaint, rehabilitate, etc., at no additional cost as required to bring their work to an acceptable condition (per specifications and/or industry standards) at the time the work is to be turned over and accepted by the Owner.

DAMAGE TO WORK. Damage to work will not be tolerated. Any person found damaging any work, existing or new, or any materials or equipment shall be promptly removed from the project. Subcontractor employing that person will be charged the cost of repair or replacement.

DAMAGE BY ANOTHER SUBCONTRACTOR. If Subcontractor's work is damaged by another Subcontractor, the Subcontractor who caused the damages will be responsible for any repair and/or replacement costs. The work is not to be delayed by disputes regarding cost responsibility for damaged work. If there is a dispute regarding cost responsibility, the repair and/or replacement is to be tracked according to the requirements for Section 8, Changes in Work\Disputed Work, of this manual. The burden of proof will be on the Subcontractor whose work was damaged.

ADDITIONAL INFORMATION. See also the following:
Section 5 - Material Procurement, Expediting & Handling
Section 8 - Changes in Work\Disputed Work

SECTION 7 - FIELD OPERATIONS

WORK HOURS. Work to be conducted during the standard hours of 7:00 AM to 3:30 PM, Monday through Friday.

JOB MEETINGS. Subcontractor meetings will be held at the jobsite office on a weekly basis or as required by Contractor's Project Superintendent. Failure by the Subcontractor's Field Supervisor to attend all meetings that occur starting two weeks before and during the time that the Subcontractor is performing work on site, will be cause for withholding that month's progress payment, for one additional week per missed meeting. This requirement can be waived by written permission from the Project Superintendent. Subcontractor's office representatives are invited to attend job meetings and may, upon Contractor's directive, be required to attend.

DAILY REPORTS. Subcontractor is to submit a Subcontractor Daily Report for each day work is performed onsite to Contractor through Textura on a weekly basis. One Daily Report should be completed for each day work is performed. If Textura is not being used on the project, then subcontractor must submit a Subcontractor Daily Report to the project superintendent at the end of each workday on forms provided by Contractor. Information to be provided includes the number of men, location and a brief description of the work performed the previous day. The form is to be dated and signed by Subcontractor's Field Supervisor. Processing of monthly progress payment may be jeopardized if the Subcontractor Daily Report is not submitted in a timely manner.

SUBCONTRACTOR'S FIELD SUPERVISION. Subcontractor is to have a supervisor on site at any time work is being performed that has the authority to control all aspects of Subcontractor's work and shall have the authority to receive and act upon directions given to the Subcontractor by Contractor. This person will be on site at any time work is being performed from the first day of mobilization until the last punch list or work item is signed off. The Subcontractor's Field Supervisor will have the authority to control all aspects of Subcontractor's work, including crew size, scheduling, punch list, etc. The Subcontractor's Field Supervisor will also focus on adherence to the schedule, trouble shooting, quality assurance, and coordination with Contractor and other trades. See also Subcontract Agreement.

Subcontractor is to provide their field personnel with adequate drawings, specifications and instructions as required undertaking and completing the work in an efficient and timely manner. If Subcontractor's personnel arrive at the jobsite without adequate information and instructions, Subcontractor will be responsible for the cost of any delays incurred per the Subcontract Agreement. Subcontractor shall be fully responsible for the acts or failure to act, and omissions of the Subcontractor's own employees, sub-subcontractors, and vendors.

FIELD COMMUNICATIONS. Unless other methods are implemented, field copies of drawings, memorandums, and miscellaneous instructions will be distributed to Subcontractors via a mail routing box in Contractor's jobsite office. Subcontractor's field personnel will be required to check the mail routing box at least once each day (before 9:00 a.m.) while working on the site. Responsibility for communications given to Subcontractor's Field Supervisor will be the same as if given to Subcontractor's office. Copies will be distributed via regular mail to Subcontractor's office in cases where effected Subcontractor is not mobilized at jobsite.

DIRECTIVES. Subcontractors shall not consult directly with the Owner, Architect or Consultants without specific permission by Contractor. Contractor will have no obligation to honor verbal instructions given to a Subcontractor by the Owner, Architect or Consultants.

MATERIAL STORAGE & FIELD OFFICES. All deliveries of materials to the jobsite are to be cleared with Contractor's Project Superintendent with respect to date, time of unloading and storage area location at least two (2) days prior to delivery. Subcontractor is responsible for receipt and unloading of all materials delivered. Subcontractor will be responsible for all costs if Contractor has to unload materials, or Contractor may reject a delivery for which Subcontractor has not made unloading provisions. Any delays and/or costs due to Subcontractor's lack of preparedness will be the Subcontractor's responsibility.

Insofar as space will permit, Contractor will cooperate with Subcontractors in assigning areas for material storage and field offices. However, it is understood that during the course of construction, it may become necessary to relocate the storage areas and/or field offices if conditions warrant, in which case Subcontractor shall, at no additional cost, remove materials, clean all debris and vacate the area promptly.

The Project Manager/Superintendent will authorize and designate the location of Subcontractor's Site Area and Staging. Upon completion of the work, the temporary offices, trailers and sheds shall be removed and

the area returned to its original pre-contract condition. The Subcontractor shall provide for their own adequate storage and protection of materials and equipment delivered to the site to prevent theft, weather damage, or other physical damage.

All materials stored on building slabs are to be palletized if possible. By having materials palletized, it will simplify any relocating that Subcontractor may need to do. Pallets must be spray painted with identifying marks or colors so that each Subcontractor can distinguish their pallets from the pallets of others. Contractor will remove unmarked pallets and all related costs equally divided among the subcontractors that have not marked their pallets.

HOISTING. Subcontractors will be required to hoist and stock materials and/or equipment and to remove rubbish/debris from the building before or after normal working hours at their expense.

Subcontractors will be responsible for providing their own hoisting, subject to prior approval by Contractor of method, location, etc. Subcontractor to pay all costs for hoisting including but not limited to permits, hoisting equipment, special access, flagmen and signalmen, traffic control, temporary barricades, signs, lights and flashers, etc. for public safety.

Subcontractor is to provide temporary access required for completion of work including but not limited to scaffolding, swing stage and covering opening.

Subcontractor is to include cost for Contractor supervision for all overtime work, including hoisting and stocking.

Material deliveries and hoisting are to be scheduled on an hourly basis at least one week in advance with Contractor. A sign-up sheet will be used to allocate hoisting times.

Contractor's Project Superintendent will control this sheet.

Subcontractor will be required to stock materials and/or equipment outside of normal working hours at Subcontractor's cost so as not to impede the movement of personnel.

Subcontractors will be responsible for providing means of unloading and transporting material to and from hoists and elevators.

Subcontractors will be responsible for providing any hoisting that cannot be accomplished by the personnel/material hoist, subject to prior approval by Contractor of method, location, etc.

Subcontractors will be responsible for any damage to building while transporting materials to and from hoists, and inside of elevators.

TRAFFIC CONTROL. Each Subcontractor is responsible for providing any flagmen, barricades, etc., that may be required for pedestrian or vehicular traffic control related to the delivery, unloading and stocking of their materials and equipment.

If circumstances occur where Subcontractor is not providing adequate traffic control, Contractor may do so at its discretion, without prior notice, in which case Subcontractor shall be responsible for Contractor direct costs, plus mark up.

All delivery and stocking methods and schedules are to be approved in advance by Contractor's Project Superintendent.

PERMITS, LICENSES, INSPECTIONS & TESTING. Subcontractor is responsible to obtain and pay for all permits and licenses required for their work except for the main building permit paid for by the Owner. Subcontractor shall also be responsible for any additional testing and inspection costs due to their failure to maintain adequate progress in their work or necessitated by their failure to pass initial test or inspection.

The MEP Subcontractors shall secure and pay for all required permits and licenses and shall give notices, coordinate and pay for inspections necessary to comply with all the applicable laws, ordinances, rules and

regulations and other requirements of public authorities and agencies having jurisdiction over the work. Architectural trades shall coordinate, schedule and execute all required inspections. Inspections performed by Contractor for trades shall be done at cost to the Subcontractor.

CLEANUP. Subcontractor is to include all costs to collect, hoist, and remove from the jobsite all debris resulting from Subcontractor's operations on a daily basis no matter how incidental. The Subcontractor shall broom clean each work area prior to discontinuing work in each area. If such work is not performed within 24 hours of written notice, Contractor reserves the right to perform this cleanup and charge Subcontractor for direct cost, plus mark-up. Subcontractor is to dispose of mixing or cleanup water only in a manner designated by Contractor. See also Subcontract Agreement.

If Contractor establishes debris boxes on-site, and Subcontractor wishes to use them, then a reasonable allocation of debris box cost will be established by Contractor's Project Superintendent.

WASTE REDUCTION & RECYCLING AND UTILIZATION OF RECYCLED CONTENT MATERIALS. As a project participant, Subcontractor shall commit itself to complying with the project's waste reduction and recycling requirements, as well as the principles of source reduction and reuse, and the utilization of recycled content construction materials.

Prior to beginning work, Subcontractor shall assist in the identification of all potential debris and waste materials. Subcontractor shall source segregate all debris and waste materials, including packaging materials, as directed by Contractor field personnel. Debris and waste materials shall be segregated, as applicable and appropriate into the following general categories: general mixed debris, mineral debris (excavation materials, concrete and asphalt, etc.) metals, wood, drywall, and cardboard. Debris and waste materials may be segregated into additional categories as necessary and/or as required by regulatory agencies. Segregation of debris and waste materials for purposes of distribution to salvage/reuse facilities may also be required. Cleanup and source segregation of debris may be required on overtime/swing shift.

Subcontractors shall participate in the project's general waste reduction and recycling program, including working towards the achievement of the project's waste reduction and recovery goals. Subcontractors who maintain on-site field office facilities shall also participate in the project's office waste reduction and recycling program. Subcontractors shall be responsible for providing required information (quantitative and qualitative) documenting the amount of debris recovered, the processing of the recovered debris, and the intended application of the recovered materials. Subcontractor is encouraged to propose alternate methodologies for improving the project's waste reduction and recycling program.

Subcontractor shall educate employees concerning the project's waste reduction and recycling program.

Should Subcontractor provide its own debris boxes/hauling services; Subcontractor shall still be responsible for participating in the project's waste reduction and recycling program as described above and shall provide adequate debris boxes and select an appropriate hauling service so that the program's waste reduction and recycling requirements can be met.

Subcontractor shall submit products with recycled content materials in accordance with the project specifications. When appropriate, Subcontractor shall identify and submit to Contractor for approval alternate products, which contain recycled content materials. When applicable, Subcontractor shall investigate energy use of specified equipment/products and shall propose alternate energy efficient equipment/products to Contractor for approval.

OVERTIME WORK. When work occurs in an occupied building, all underfloor work, and noise generating work, chipping, coring, spray painting and Proposition 65 work must be performed on overtime as required. Subcontractor is to include cost for Contractor supervision for all off-hours work.

WORKER PARKING FACILITIES. There will be no onsite parking except for company vehicles used for transporting equipment and/or materials to the jobsite. The vehicle must be clearly marked with company name and/or logo.

Parking facilities for workers may be allowed only in areas designated by Owner or Project

Manager/Superintendent, if at all. Subcontractor is responsible for parking costs of all of their employees and vendors.

TELEPHONES. No telephone will be provided for Subcontractors' use. Pay telephones are located nearby.

DRINKING WATER. Subcontractor is responsible for providing drinking water for their personnel.

RADIOS. No personal radios or headphones will be allowed on site. Any radio heard or found will be confiscated and discarded by Contractor's Project Superintendent.

FOOD TRASH. Food is not to be consumed on floors where "finishes" have begun. Food trash should always be properly disposed of regardless of location on the jobsite. Workers who are unable to comply with this condition shall be promptly removed from the project.

GRAFFITI. Graffiti will not be tolerated. Any person found placing graffiti on any portion of the Work or any materials, equipment, portable toilets, etc. shall be promptly removed from the project. Further, Contractor will charge the Subcontractor the costs of graffiti removal.

FIELD OFFICE. The Contractor field office, storage container, and the equipment and supplies contained therein are for the sole use of Contractor employees.

BEHAVIOR. Subcontractor's field personnel will be expected to treat all other field workers, management and visitors with respect and courtesy. Individuals exhibiting behavior less than that expectation from a working professional will be asked to leave immediately.

TEMPORARY FACILITIES. Portable toilets will be provided for Subcontractors' use. Permanent toilets constructed in the building are not to be used by anyone.

EATING, DRINKING, SMOKING AND ILLEGAL SUBSTANCE ABUSE. Eating and drinking in the Owner's buildings or leased space (i.e. building cafeteria) is prohibited to personnel related to Subcontractors, Materialmen or Suppliers. Offenders may be subject to removal from the premises and project should the Subcontractor's Superintendent fail to correct conditions, which in the opinion of the Project Manager Superintendent violate this clause.

The consumption of alcoholic beverages by the Subcontractor's personnel is prohibited in all of the Owner's buildings or leased space.

Smoking or carrying lighted tobacco products is prohibited in all of the Owner's buildings or leased space, in exhibition and public spaces, in areas where hazardous materials are stored or handled, and in areas undergoing construction, renovation, or repair. Acceptable areas for smoking are outside of the building, as designated by the Contractor's Project Manager/Superintendent.

The possession, sale and/or use of narcotic or other illegal substances or firearms by Subcontractor employees are strictly prohibited in all facilities and leased space. Working on the project under the influence of alcohol or illegal substances is strictly prohibited.

ADDITIONAL INFORMATION. See also the following:

Section 4 - Coordination of Work

SECTION 8 - CHANGES IN WORK

NOTIFICATION OF CHANGE IN SCOPE. Subcontractor may be requested to submit a proposal for revisions to the scope of their work. When requested by the Contractor the subcontractor shall provide promptly, but in no event longer than four (4) days from the date of the request, a cost proposal in the prescribed forms setting forth the subcontractor's proposed adjustments of the Contract Price and the Contract Time, if any, for performing the proposed change in the Work.

If Subcontractor does not submit a response in the time requested it will be understood the change in question has no impact on Subcontractor's compensation or the time required for the performance of their work. Further,

if Subcontractor does not submit a response in the time requested, Contractor may, at its option, estimate Subcontractor's work on their behalf and Owner, a Contractor Change Order (either additive or deductive) will be issued to the Subcontractor.

Subcontractor shall make no changes in the work nor shall they be entitled to any additional compensation unless first authorized in writing by Contractor. Subcontractor Change Orders will be issued upon receipt of Change Order from the Owner.

REFERENCE NUMBERS. Contractor will assign Reference Numbers to issues that have the potential to change the subcontract scope, amount or duration. These numbers will be assigned regardless of the source of the issue. All correspondence, quotations or other documentation generated in relation to such issues must be identified with the correct Reference Number to insure proper disposition.

CHANGE ORDER REQUEST. Subcontractor's change order requests must include the following:

1. Contractor reference number.
2. A statement outlining the reasons for the change and the effect to the change on the work.
3. Provide a complete description of the proposed change.
4. Detailed breakdown listing of materials, labor and mark-up cost. Provide a cost proposal with a list of quantities of products required or eliminated and unit costs with total amount of purchases and credits to be made. If requested, furnish survey data and substantiate quantities. Include applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Schedule impact (understood to be none if not addressed). Include an update to any scheduling that indicates the effect of the change, but not limited to the changes in activity duration, standard finish times, and activity relationships.
6. Back-up from all sub-subcontractors, material and equipment suppliers.
7. All impacts related to the Reference Number documentation quoted.
8. Time and Material documentation where applicable.
9. Maintenance of record documents required by Section 9 of this manual.
10. Compliance with Owner change order pricing requirements and restrictions.

TIME AND MATERIAL WORK (T&M). If Subcontractor is instructed to perform work on a T&M basis, including overtime, the cost of the work is to be documented as follows:

1. T&M slips are to be signed on the day the work is performed by Contractor. Project Superintendent or other Contractor employee authorized to do so. One copy of the signed slip is to be given to the Project Superintendent. Information on the daily slips is to include:
 - a. Contractor Change Order Number
 - b. Date work was performed
 - c. Subcontractor Company Name
 - d. Complete description of the work including type, location, extent, quantities, etc.
 - e. Number of men involved, broken down by trade, classification (e.g., apprentice, journeyman, and foreman) and the number of hours worked by each
 - f. Detailed list of material used
 - g. Equipment used
 - h. Description of work left to complete and, if applicable, notification of work completion
2. Daily T&M slips that do not have the proper Contractor Reference Number, Project Superintendent's signature and other required information will be considered "VOID".
3. Quotations for time and material work are to be submitted within four (4) working days of the completion of the work. Copies of the signed daily slips are to be submitted as backup. Change Orders will not be processed unless signed time and material slips are submitted daily.
4. Notify Contractor's Project Superintendent prior to starting or resuming T&M work. Failure to do so may result in a dispute over time and material amounts.

DISPUTED WORK. If Subcontractor is instructed to perform work they feel is not within the scope of their contract, they are to notify Contractor in writing within three (3) days and state their reasons. In the meantime, the disputed work is NOT to be delayed. See Subcontract Agreement. A Contractor Reference Number will be assigned to track the work, and the cost responsibility will be determined by the Project Managers for Contractor and Subcontractor.

The procedure used to document and track the work is to be the same as that used for Time and Material work. The signature of Contractor's Project Superintendent on time and material daily slips is only to verify that the work was performed and is NOT an acceptance of responsibility for the cost of the work, nor an affirmation that the work is to be considered as "extra."

If the disputed work is later acknowledged by Contractor as a valid change, signed daily time and material slips will be used to determine the change amount. Failure by the Subcontractor to provide signed slips in accordance with Section 8 will assure a waiver of their right to additional compensation for that disputed work.

DELETED MATERIAL. If the material cannot be returned to the manufacturer or supplier for a reasonable credit, the material is to be turned over to the Owner at the time that the building is being turned over and accepted by the Owner. All costs associated with the handling, storage, and turnover of the material are to be included in Subcontractor's change proposal at the time that the material is deleted. See Section 5\Material Procurement, Expediting & Handling\Deleted Material, for handling instructions.

BILLING OF CHANGES. All Subcontractor billings for base contract work and all change order work will be paid as progress payments only. There will be no payments for change order work of any type without a signed Contractor Subcontractor Change Order Form.

HOURLY LABOR COST BREAKDOWN. Each Subcontractor is to submit to Contractor a breakdown by trade and classification (e.g., foreman, journeyman, apprentice, etc.) of their direct labor costs per hour. These amounts are not to be exceeded for change order work.

COST OF EXTRA WORK. The term Cost of Extra Work as used in this document shall mean actual costs incurred by the subcontractor and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the subcontractor demonstrates that they were actually incurred):

1. Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
2. Fringe Benefits and Payroll Taxes for employees employed at the Project site; or at fabrication sites off the Project site, in the direct performance of the Extra Work.
3. Overtime wages or salaries, specifically authorized in writing by Construction Manager, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
4. Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by Construction Manager, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
5. Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by Construction Manager, Such costs shall be charged at the lowest price available to the Prime Trade Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to Owner and Prime Trade Contractor shall make provisions so that they may be obtained.
6. Sales taxes on the costs of materials and consumable items, which are incorporated into and used in the performance of the Extra Work.
7. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by Construction Manager, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current U.S. Army Corp of Engineers scheduled charges for the area in which the work is performed. Prime Trade Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
8. Additional costs of royalties and permits due to the performance of the Extra Work.
9. The cost for Insurance and Bonds shall not exceed 1% of items 1 through 8 above.

Cost of Extra Work shall NOT include any of the following:

1. Superintendent(s)
2. Assistant Superintendent(s)
3. Project Engineer(s)

4. Project Manager(s)
5. Scheduler(s)
6. Estimator(s)
7. Drafting or Detailing
8. Small tools (Replacement value does not exceed \$300)
9. Office expenses including staff, materials and supplies
10. On-site or off-site trailer and storage rental and expenses
11. Site Fencing
12. Utilities including gas, electric, sewer, water, telephone, telefax, copier equipment
13. Data processing personnel and equipment
14. Federal, state, or local business income and franchise taxes
15. Overhead and Profit
16. Costs and expenses of any kind or item not specifically and expressly included in the cost of extra work

OVERHEAD AND PROFIT MARK-UP. The term Subcontractor Fee shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Subcontractor for its own Work and the Work of all sub-subcontractors, for all costs and expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in the above paragraph. The Subcontractor Fee shall not be compounded. The Subcontractor Fee shall be computed as follows:

1. Fifteen percent (15%) or required amount specified in Contract Documents of the cost of that portion of the Extra Work to be performed by the Subcontractor with its own forces.
2. Fifteen percent (15%) or required amount specified in Contract Documents of the cost of that portion of the Work to be performed by a Sub-Subcontractor with its own forces, plus 5% or required amount specified in Contract Documents for the Subcontractor. Total combined Subcontractor and Sub-Subcontractor Fee shall not exceed 20% or required amount specified in Contract Documents.

SECTION 9 - RECORD DOCUMENTS & PROJECT CLOSEOUT

MAINTENANCE OF RECORD DOCUMENTS AT JOBSITE. A complete set of drawings and specifications will be set aside as "RECORD" documents and maintained in Contractor's job site office. This set of documents will be used for no other purpose. Drawings and specifications are to be corrected and updated weekly in a neat, legible manner by Subcontractor's authorized representative.

1. Each entry on the documents is to be initialed and dated by Subcontractor's authorized representative.
2. All changes from the original drawings and specifications are to be shown.

AS-BUILT DRAWINGS. Subcontractor will be responsible to procure and pay for all documents required to maintain and turnover at project completion all as-built documents. Subcontractor shall be responsible to produce as-built drawings in CAD format unless deviation is specifically approved in advance by Contractor. As a minimum, Subcontractor shall provide one reproducible and three of as-built drawings. These drawings shall indicate exact installed locations of concealed work, including conduit, piping, ducts, mechanical and electrical equipment, etc. Depths, sizes and dimension plan locations are to be indicated for all piping below grade or under floor slabs. All changes to architectural and structural work are to be similarly shown.

RECORD SPECIFICATIONS. Specification sections are to be clearly marked to indicate products incorporated into the work. Where alternates or more than one supplier are specified, it is to be indicated which product was used. If a substitution to the specific item is approved by the Architect, it is to be noted as such. If required, Subcontractor is to supply narrative descriptions of changes.

CHANGES SHOWN ON SHOP DRAWINGS. Changes to the Contract Documents that are shown on Subcontractor's shop drawings are to be incorporated into the as-built document with the shop drawing detail and drawing number noted.

APPROVAL OF PROGRESS PAYMENT REQUESTS. If requested by the Owner or by Contractor, Subcontractor must show evidence of up-to-date as-built documents as part of the monthly progress payment process. All corrections or changes that have occurred in the work prior to the date of the payment request are to be shown before the payment request will be approved. Failure to show such evidence will be cause for rejection of Subcontractor's application for payment, or payment may be delayed until as-built documents are brought up to date. Approval of Subcontractor's payment request shall not relieve Subcontractor of any responsibility for record documents.

OWNER DIRECTED CHANGES IN SCOPE OF WORK. For all Owner Directed Changes in Scope of Work, Subcontractor is to include the cost of changing and maintaining the record documents as required in their change proposal at the time the change is made. See also Subcontract Agreement.

COMPLETION. Upon completion of the work, and before final payment is made, Subcontractor is to certify in writing that all changes have been noted and the final record documents are complete and accurate with respect to Subcontractor's work.

CLOSEOUT DOCUMENTS. Closeout documentation is due no later than thirty (30) days prior to scheduled completion date or earlier if so specified in the Contract Documents. Failure to submit all closeout documentation by this date will be cause to back-charge Subcontractor for cost of delay. Closeout documentation includes:

1. As-Built Drawings and Specifications
2. Operating & Maintenance Manuals
3. Maintenance and cleaning instructions
4. Guarantee/Warranty forms
5. Balancing reports (due within ten (10) days of substantial completion)
6. Service and maintenance contracts
7. Tool, keys, key cabinets, and testing equipment
8. Transmittal of Attic Stock and Loose materials
9. Any additional items as specified in Contract Documents

ADDITIONAL INFORMATION. See also the following:
Section 8 - Changes in Work

SECTION 10 - SITE RULES AND REGULATIONS/MISCELLANEOUS PROCEDURES

Refer to project documents for building rules & regulations

NOTE: This section is to be utilized to capture project specific site and operations information not addressed in the other sections of this or other Contract Attachments. Other sections of this Attachment should not be modified for site-specific information except where provided for with "fill-in" blanks.

SECTION 11 - GENERAL CONTRACT REFERENCES

To be used only when required. Excerpts from the Agreement between the Owner and the Contractor should be inserted, as either required by the contract (a common feature or as determined these days) as appropriate by Contractor due to the risk. The Corporate Legal Department should be consulted to insure this does not create any special legal problems. A disclaimer must also be developed to clarify the references are intended to represent only a portion of the contract and does not limit the subcontractor's responsibility.

SECTION 12 - ATTACHMENTS

- C-1 Subcontractor Action Personnel
- C-2 Submittal & Procurement Log
- C-3 Subcontractor Daily Report
- C-4 Hourly Labor Cost

SUBCONTRACTOR ACTION PERSONNEL

Subcontractor _____	Physical address _____
Project name _____	_____
Contractor's license # _____	Mailing address _____
Expiration date _____	_____
Union affiliated _____	_____
Provide union name(s) _____	_____

Department	Name	Phone	Fax	Cell	E-mail
Accounts Receivable					
Closeouts					
Contracts/Change Orders					
Emergency/After Hours					
Foreman/Superintendent					
Insurance					
Labor Compliance					
Material Procurement					
Project Manager					
Safety					
Schedule					
Submittals					

SUBMITTAL & PROCUREMENT LOG

Subcontractor _____
 Contact _____
 Phone _____
 Email _____

Project name _____
 Date _____

Spec. section	Submittal description	Due date	Date return requested	Lead time	Earliest available install date	Manufacturer

SUBCONTRACTOR DAILY REPORT

Subcontractor _____
 Project name _____
 Project location _____
 Date _____

Manpower count	African American	American Indian	Asian	Hispanic	Non-Minority	Women	Other	Total
General Foreman								
Foreman								
Journeyman								
Apprentice								
Other								
Total								

Work performed and location of work

Deliveries

Inspections called for/received

Safety meetings/accidents

Other/comments

THIS REPORT IS TO BE COMPLETED AND UPLOADED TO TEXTURA ON A WEEKLY BASIS. COMPLETE ONE REPORT FOR EACH DAY WORK IS PERFORMED. IF TEXTURA IS NOT USED ON THE PROJECT, THEN SUBMIT TO CONTRACTOR'S SUPERINTENDENT AT THE END OF EACH WORKDAY. THIS REPORT IS NOT TO BE USED TO DENOTE ANY IMPACTS TO THE SCHEDULE OR COST OF THE SUBCONTRACTOR'S WORK. ANY SUCH IMPACTS SHOULD BE BROUGHT EXPRESSLY TO THE ATTENTION OF CONTRACTOR THROUGH THE APPROPRIATE FORMAT (RFI, PROPOSAL, ETC.).

Print name and title

HOURLY LABOR COST

Subcontractor _____
 Trade(s) _____
 Project name _____
 Project location _____
 Date _____
 Union affiliation(s) _____
 Local(s) _____

Submit separate sheets for each trade

Classification	Regular time	Premium portion (1-1/2 time) <i>(if applicable to trade)</i>	Premium portion (double time) <i>(if applicable to trade)</i>
Foreman field labor			
Journeyman field labor			
Apprentice field labor			
Foreman shop labor			
Journeyman shop labor			
Apprentice shop labor			

Detailed breakdown of hourly rate (regular time)	Foreman field labor	Journeyman field labor	Apprentice field labor
Base wage rate			
Union fringes			
Insurance			
Taxes			
Vacation			
Subtotal			
Overhead & profit			
Total hourly billing rate			

Define when these rates apply.

Time and one half

Double time
