

Attachment 'G' **Project Procedures Manual**

1. PURPOSE & USE OF MANUAL:

- 1.1. 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.
- 1.2. Subcontractor shall review the procedures outlined in this manual with the applicable personnel in your company and sub-subcontractors. Ensure all concerned understand and comply with the requirements. Any questions should be directed to the corresponding BJPC Project Manager.
- 1.3. Revisions and clarifications to this manual and additional information will be issued periodically and should be inserted in the applicable sections.
- 1.4. Items in this manual are not intended to supercede more strenuous requirements contained elsewhere in the contract documents. Any conflicts between this manual and other contract documents should be immediately brought to the attention of BJPC for clarification. In any event, the Subcontractor is responsible to provide for the more stringent requirement.

1.5. DEFINITIONS:

- 1.5.1. "Provide" means to furnish and install, complete.
- 1.5.2. "Day" means calendar day unless specifically noted otherwise.
- 1.5.3. "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.

2. AUTHORITY/DIRECTION: Subcontractors are contracted directly to BJ Perch Construction, Inc. Therefore, all Subcontractors are to take their direction solely from BJPC's Project Superintendent, Project Manager or Project Executive. Names of authorized persons will be distributed, and updated in writing if necessary. All communication with Owner and Architect will be routed through BJ Perch Construction, Inc. If Subcontractors are approached with direction by Owner, Architect, Engineer, or any party other than those specifically authorized by BJ Perch Construction, Inc., Inc, they are to politely refer them to BJ Perch Construction, Inc. for requested revisions. If any revisions are made without express direction from authorized BJ Perch Construction, Inc. personnel, Subcontractor will be liable for the cost of those changes, including all subsequent costs required to correct unauthorized revisions, including, but not limited to, affected work by other trades.

3. CORRESPONDENSE: All coorespondence from Subcontractors/Vendors to BJ Perch Construction, Inc. shall be addressed as follows until further notice:

BJ PERCH CONSTRUCTION, INC.
7034 W. Pershing Court, Suite A
Vislalia, CA 93291
Attention: [PROJECT MANAGER'S NAME]
Email Address:

4. SUBMITTALS:

- 4.1. SUBCONTRACTOR SUBMITTALS: Subcontractor shall provide all samples, shop drawings, schedules, as-built drawings, product data, mock-ups, equipment data, warranties, catalog cuts, and/or descriptive literature as required by, and in accordance with, the Contract Documents. Complete packages shall be sent to the attention of the Contractor's Project

Manager. Submittals shall be made in a timely manner as to allow for the approval process and to prevent any delays due to lack of proper approval. All costs related to duplicating and shipping said submittals are the responsibility of the Subcontractor. Subcontractor shall provide the Contractor with applicable UPS, Federal Express or Golden State account numbers for this purpose

Unless specifically indicated otherwise in this Agreement, Subcontractor shall provide all required submittals, in quantities and format required by Contractor, to the Contractor within twenty-one (21) days of the date of this Agreement (with the exception of O&M manuals, close-out submittals and mockups).

- 4.2. SUBCONTRACTOR'S CERTIFICATION/CONTRACT COMPLIANCE: All submittals requiring approval shall be certified by Subcontractor as fully complying with the requirements of the Contract Documents prior to submission to the Contractor. Deviations from the requirements of the Contract Documents are strongly discouraged. Any and all proposed substitutions or variances shall be clearly identified at the time of submission. Subcontractor is responsible for their submittals' compliance with applicable contract documents and for any delays occasioned by lack of such compliance.
- 4.3. SUBCONTRACTOR SUBMITTAL LOG: Within one (1) week after notification of award of contract, Subcontractor shall provide a complete list of all samples, shop drawings and other submittals items they are required to submit, including closeout documentation. The Subcontractor Submittal Log shall show anticipated submittal dates and required lead-time after approval for ordering, fabrication and delivery of all material. Subcontractor shall promptly report to Contractor any deviation from this schedule and when requested by Contractor, shall furnish confirmation of scheduled deliveries from Subcontractor's material suppliers. 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
- 4.4. 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 BJPC 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 BJPC'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.
- 4.5. 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 BJPC'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.
- 4.6. COORDINATION: Subcontractor shall coordinate the requirements of their work with that of other trades prior to the preparation of shop drawings.

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- 4.7. REVIEWS: Submittals will not be "approved" by the Architect/Engineer or BJPC; 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 BJPC review of submittals is not to be construed as a complete check nor 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.
5. 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. Subcontractor will be responsible for any additional costs due to lack of coordination. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements. Verify utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable. In finished areas, conceal pipes, ducts, and wiring within the construction. Install all pipes, conduits, etc. perpendicular and parallel to building framing and elements.
- Copies of all shop drawings and submittals are available for review in BJPC 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.
- Subcontractor shall conduct surveys, constructability reviews, site verification, layout and similar studies of the project prior to commencing its work to validate the Contract Documents and existing conditions are suitable to perform its work without cost or schedule impact. Such reviews and verification activities shall be diligently and promptly performed to accommodate resolution of any inquiries or discrepancies, submittal preparation and processing, and material procurement without impact to the construction schedule.
- Subcontractor will participate in Pre-Installation Conferences as required for their scope of work. Further, Subcontractor will participate in the Project Quality Assurance and Quality Control Program and dedicate personnel to this effort.
- Installation of work in more than one area at a time may be required. Installation in completely open areas cleared of all other trades and all stored materials cannot be guaranteed. Subcontractor is required to work closely with the Contractor to coordinate the installation of its work with the work of others. Out of sequence work may be required.
- Subcontractor includes field measuring and coordination with other related and/or adjacent trades to insure proper fit and function.
6. COORDINATION DRAWINGS:
- 6.1. BJ Perch Construction, Inc. shall conduct a pre-construction meeting which shall include all major contractors in order to organize procedures for producing coordination drawings.
- 6.2. Each Subcontractor shall allow sufficient time in his proposal for his personnel to attend all coordination meetings and engineering and drafting time to produce drawings in a professional manner for submission and approval. Coordination meetings will be held with the Plumbing, Fire Sprinkler, HVAC, and Electrical subcontractors to coordinate routing of piping, ductwork, etc. in an effort to avoid conflicts and resolve them prior to fabrication and installation. Each subcontractor will be required to bring transparencies of shop drawings coordinated to the same scale so that drawings can be overlain. Person who attends coordination meetings must have the authority to authorize changes in behalf of the

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subcontractor. Where conflicts occur, priority will be given to gravity systems and systems or items that can not move over pressurized systems or systems that can move in accordance with the specifications. Coordination meetings will be scheduled for each floor or area of the building so that conflicts can be resolved prior to fabrication. If subcontractor proceeds with fabrication before coordination meetings have taken place, he does so at his own risk.

- 6.3. Each Subcontractor shall provide coordination drawings for their work in accordance with the plans, specifications and other contract documents.
- 6.4. All coordination and distribution of drawings to contractors shall be as directed by BJ Perch Construction, Inc. The cost of printing mylars and sepias for distribution to contractors shall be borne by the Subcontractor which produced the drawing. Each subcontractor shall include the cost of all drafting paper, supplies, distribution costs and equipment necessary to produce the above coordination drawings. Each major subcontractor shall provide personnel, at the jobsite, for such time as necessary to review drawings, attend meetings and coordinate their portion of the work. All costs shall be included in each respective proposal.
7. **LAYOUT:** Subcontractor shall be responsible to provide all layouts required for the performance of the work, using the control lines and benchmarks provided by the Contractor. This will consist of one set of primary grid lines and one elevation benchmark per floor of the building. Additional controls, points, lines, and benchmarks if required shall be the responsibility of the Subcontractor. 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.
8. **SLEEVES, BLOCKOUTS, EMBEDS:** Within fifteen (15) 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.
9. **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.
10. **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.

11. PENETRATIONS:

- 11.1. 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 BJPC and approved by the Structural Engineer.
 - 11.2. 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.
 - 11.3. 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.
 - 11.4. 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.
 - 11.5. Subcontractor shall provide any concrete coring required for their work. Locations and method to be submitted for approval to BJPC and the Structural Engineer.
 - 11.6. 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 BJPC as required by the progress of the work.
 - 11.7. 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 BJPC.
 - 11.8. 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.
 - 11.9. Subcontractor shall provide firestopping and smoke stopping for all penetrations through fire rated floors, walls, and ceilings, in accordance with all applicable codes and specifications.
 - 11.10. 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 seals required.
 - 11.11. 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.
12. CAULKING & SEALANTS: 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.
13. 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 is existing, Subcontractor is to remove only that amount of material as required to properly attach 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.

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14. **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.
15. **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.
16. **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. Submit written request in advance of cutting or altering structural or building enclosure elements. Refinish surfaces to match adjacent finishes
17. **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.
18. **MATERIAL PROCUREMENT**: Subcontractor shall immediately lock in all material and equipment pricing with their vendors and sub- tier subcontractors upon execution of this Agreement. Subcontractor has made provisions for material price escalation as well as any labor increase and acknowledges no additional compensation will be granted for labor or material price escalation for the duration of this project. 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 BJPC. Subcontractor shall ensure that submittals are processed within enough time to maintain schedule.
19. **PROTECTION OF MATERIAL & INSTALLED WORK**: Subcontractor shall protect and secure their material, tools and equipment against loss by theft, vandalism or damage. BJPC will not accept any claim for alleged theft, vandalism or damage. Subcontractor is responsible for furnishing, installing and maintaining protection measures for their installed work until it is accepted by the Owner. BJPC 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.
20. **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.

Immediately following the issuance of any worklist and/or punch list, Subcontractor shall diligently prosecute the work to complete all items to the satisfaction of the issuing party. In no event shall the completion of such items extend beyond a period of time that would extend the completion date of the project. This includes lists prepared by the Contractor, the Owner, the Architect, and/or Consultants.
21. **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.
22. **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 paragraph 56.5 "Changes in Work: Disputed Work" of this manual. The burden of proof will be on the Subcontractor whose work was damaged.

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23. **WORK HOURS:** Construction start time shall be limited to no earlier than 7:00am without prior approval from BJ Perch Construction, Inc. Work hours shall be in accordance with local, state, and federal ordinances, codes, regulations, and laws.
24. **JOB SITE MEETINGS, COORDINATION AND COMMUNICATIONS:** Subcontractor's Superintendent or Foreman shall attend weekly, or as required, meetings with Contractor to coordinate construction, review job progress and Short Interval Schedule. Subcontractor representative who attends these meetings shall have the authority to make binding schedule commitments for Subcontractor and be responsible for communicating information to Subcontractor's Project Manager in a timely fashion.
25. **DAILY REPORTS:** Subcontractor is to turn in a "Subcontractor Daily Report", on a form provided or approved by BJPC, by 9:00 a.m. each day on forms provided or approved by BJPC. Said reports shall be delivered to Contractor's main office. 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. Failure to provide Contractor with such reports on a daily basis will serve as grounds to withhold an appropriate sum from Subcontractor's progress payments, until such matters are remedied to the satisfaction of the Contractor.
26. **SUBCONTRACTOR'S FIELD SUPERVISION:** Subcontractor is to have a supervisor on site at anytime work is being performed who 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 BJPC. The Subcontractor's Field Supervisor will have the authority to control all aspects of Subcontractor's work, including crew size, scheduling, punchlist, etc. The Subcontractor's Field Supervisor will also focus on adherence to the schedule, trouble shooting, quality assurance, and coordination with BJPC and other trades. Subcontractor shall provide its on-site supervisory personnel with cell phones and shall provide Contractor with the cell phone numbers. Subcontractor is to provide their field personnel with adequate drawings, specifications and instructions as required to undertake and complete 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 Terms and conditions of 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. Subcontractor shall not change its Field Supervisor assigned to this project without the written approval of the Contractor, unless that individual is no longer employed by the Subcontractor.
- Subcontractor shall have a competent English speaking representative on-site at all times during its work. The Subcontractor on-site representative shall be an employee of the Subcontractor. Contractor reserves its right to have Subcontractor's representative removed from the jobsite for justification (uncooperative, inexperienced, combative, unorganized, etc.).
27. **SITE ACCESS:** Access and egress to the site for all subcontractor personnel and material deliveries shall be only as designated by BJ Perch Construction, Inc. All deliveries shall be coordinated in advance with BJ Perch Construction, Inc.
28. **RESERVED GATE:** Subcontractor agrees to abide by the rules regulating any "reserved gate" system(s), which may be established during the project to maintain harmonious labor relations. Subcontractor agrees to reimburse Contractor for all costs incurred if the requirements are not followed and the gate system(s) become "contaminated" by Subcontractor.
29. **MATERIAL STORAGE & FIELD OFFICES:** All deliveries of materials to the jobsite are to be cleared with BJPC 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's representative must be on-site to accept, unload, inventory and stage all materials/deliveries. Subcontractor will be responsible for all costs if BJPC has to unload materials, or BJPC may reject a delivery for which Subcontractor has not made unloading

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provisions. Any delays and/or costs due to Subcontractor's lack of preparedness will be the Subcontractor's responsibility.

Subcontractor is aware of the site constraints and limited space for stored material. Contractor may also determine at any time that stored materials will not be allowed on the project site. Insofar as space will permit, BJPC will cooperate with Subcontractors in assigning areas for material storage and field offices.

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. BJPC will remove unmarked pallets and all related costs equally divided among the subcontractors that have not marked their pallets.

Subcontractor shall be responsible for maintaining their equipment, materials, and work in a neat, clean, orderly, and safe condition at all times. Contractor is not responsible for any damage, vandalism, theft or malicious mischief to Subcontractor's equipment, stored materials or installed work. This also includes Subcontractor's employee vehicles.

All locations for stockpiling of onsite materials shall be as directed by the Contractor. Subcontractor understands 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.

30. **STOCKING & DEBRIS REMOVAL:** BJ Perch Construction, Inc.'s Project Superintendent will determine priorities and determine stocking schedule based on project requirements. BJ Perch Construction, Inc. will coordinate locations for stocking and debris removal. Locations may change during construction as determined by project schedule. Any additional equipment, material, or personnel required for stocking is Subcontractor's sole responsibility.
31. **HOISTING, SCAFFOLD & PROTECTIONS:** Unless noted otherwise in the Specific Requirements of the Instructions to Bidders, Bid Proposal shall include all costs for hoisting material and equipment, scaffolding, shoring, protection, and cutting and patching required by subcontractor's work. Whenever possible, all material shall be hoisted directly off trucks into the building. Onsite space is limited for storing or shaking out material prior to erection. Bid Proposal shall include all costs associated with street closure and encroachment permits, if required. Subcontractor shall also be responsible for providing cones, barricades, police, and traffic control required for erection and dismantling of cranes, concrete pumps, and material deliveries.
32. **TRAFFIC CONTROL:** Each Subcontractor is responsible for providing any traffic control plans, encroachment permits, 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, BJPC may do so at its discretion, without prior notice, in which case Subcontractor shall be responsible for BJPC direct costs, plus mark up. All delivery and stocking methods and schedules are to be approved in advance by BJPC Project Superintendent.
33. **SWPPP/ENVIRONMENTAL PROTECTION:** Subcontractor shall provide all environmental protection required for work under this Agreement in accordance with applicable Federal, State, County, and Municipal laws. Subcontractor agrees to comply with the project's Storm Water Pollution Prevention Plan (SWPPP) and implement Best Management Practices to prevent environmental damage and to handle accidental spills or discharges. Subcontractor will be responsible for making sure any truck leaving the Site does not track dirt onto the streets. If Subcontractor's trucks or delivery vehicles track dirt onto the street, Subcontractor will be responsible for cleaning the street by hand or street sweeper as necessary. Subcontractor is responsible to

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minimize dust migration resulting from his operations including cutting, blowing, hammering, trucking, digging, drilling, etc., and must comply with all authorities having jurisdiction.

34. **INCLEMENTAL WEATHER**: Since inclement weather is foreseeable during operations of this trade, this Subcontractor shall use its best efforts to leave the site in a condition that minimizes the effects caused by inclement weather.
35. **GEOTECHNICAL REPORT**: Subcontractor is aware of existing geotechnical conditions (as described in the project geotechnical report and any amendments thereto), and shall make all provisions to perform its work in accordance with the requirements of the Contract Documents, the project geotechnical reports and any amendments thereto. In the event of a conflict or discrepancy between geotechnical reports and other Contract Document(s), the more stringent shall apply.
36. **BUILDING RESTROOMS**: Building restrooms are not to be used. BJ Perch Construction, Inc. will supply ample portable toilets in the building to satisfy the construction personnel. BJ Perch Construction, Inc. will back charge any Subcontractor using building restrooms for any costs associated with repair and clean up.
37. **PERMITS & LICENSES**: Owner shall apply and pay for Building permit. Subcontractor shall apply and pay for all necessary trade permits, licenses, notices and fees required to perform the subcontractor's work including but not limited to encroachment permits and city business licenses. The cost of all permits, fees and licenses (other than the general building permit) required for performance of subcontractor's work shall be included in subcontractor's quotation.
38. **LAWS, CODES & REGULATIONS**: Subcontractor shall bear the responsibility of compliance with all OSHA, federal, state, local and other pertinent and appropriate laws, codes and regulations. Subcontractor is responsible for furnishing and installing the work in accordance with any and all current Federal, State and Local Laws, Regulations, Statutes and Codes, Documents, Publications and Standards. In the event of a conflict, more stringent standard shall apply
39. **SAFETY**: All subcontractors are expected to follow State and Federal Safety Requirements. Among other requirements, all persons shall be equipped with and wear at all times hard hats, clothing that protects all parts of the body, and adequate work shoes, as well as specialized equipment for specific tasks. All work, materials, work safety procedures and equipment shall be in full accordance with the latest OSHA rules and regulations. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to OSHA shall be borne by the subcontractor.

Subcontractor shall be responsible for all safety equipment, practices and procedures related to its work as necessary to comply with any and all safety ordinances. Contractor may also direct additional safety measures to mitigate any potential danger unique to the project. In the event Subcontractor does not comply with requests for safety procedures or equipment, or if any Subcontractor employee refuses to comply with such safety procedures, such actions may result in the offending parties being permanently removed from the project.

Subcontractor will provide temporary ventilation systems, as required by OSHA or other appropriate governmental agencies, for their specific scope of work or task as required to maintain a safe environment and the project schedule. Coordinate system installation and locations with Project Superintendent.

40. **TESTING & INSPECTIONS**: Unless otherwise indicated in the documents, the Owner or BJ Perch Construction, Inc. will select all testing agencies and pay for their costs. Subcontractor shall coordinate and schedule all tests and inspections required by the Contract Documents in writing to the Contractor seventy-two (72) hours prior to the date of requested tests or inspections. Subcontractor shall clearly identify the area and item to be inspected with the Contractor and certify that all requested items are ready for the requested test or inspection. If re-testing is required due to a failed test, the cost of retesting will be the subcontractor's responsibility.

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41. CLEAN-UP: It will be the responsibility of each subcontractor to keep the premises free from accumulation of waste material or rubbish caused by his employees or work. Work areas are to be broom swept with waste material disposed of in proper receptacle at the completion of each work shift by each trade. Failure to perform and / or maintain will result in BJ Perch Construction removing the rubbish and surplus materials at subcontractor's expense.
42. 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. Trash cans, bags and daily cleanup at these areas shall be the responsibility of the Subcontractor. Workers who are unable to comply with this condition shall be promptly removed from the project.
43. RECYCLING & WASTE REDUCTION:
 - 43.1. 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.
 - 43.2. 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 BJPC 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.
 - 43.3. 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.
 - 43.4. Subcontractor is encouraged to propose alternate methodologies for improving the project’s waste reduction and recycling program.
 - 43.5. Subcontractor shall educate employees concerning the project’s waste reduction and recycling program.
 - 43.6. 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.
44. RECYCLED CONTENT MATERIALS:
 - 44.1. All materials used on this project must be new. Use of salvaged materials will not be allowed on this project unless recycled content materials in specified in the project specifications or approved in writing by BJPC and the Architect.
 - 44.2. Subcontractor shall submit products with recycled content materials in accordance with the project specifications. When appropriate, Subcontractor shall identify and submit to BJPC 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 BJPC for approval.

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45. **OVERTIME WORK**: When work occurs in an occupied building, all underfloor work, noise generating work, chipping, coring, spray painting and Proposition 65 work must be performed on overtime as required. Subcontractor to include cost for BJPC supervision for all off-hours work.
46. **PARKING**: All parking of worker's vehicles, storage of materials, and parking of equipment shall only be in areas designated for such purpose by BJ Perch Construction, Inc. Subcontractor shall be responsible for parking expense for its employees when parking is not available on site. Subcontractors are responsible for getting employees and tools to the jobsite when parking in close proximity is not available. Subcontractor is aware that onsite parking will be extremely limited, and may only be able to accommodate the Foreman's working truck. All workers must arrange for the necessary offsite parking including the necessary timely transportation to the jobsite as needed and as required by agreements. Contractor shall take no responsibility for damage or loss to any vehicles parked in any locations regardless of their use for this Project.
47. **PROJECT SECURITY**: The Contractor shall make adequate provision for the protection of their Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
48. **ACCESS CONTROL AND IDENTIFICATION**: Subcontractor's workforce may be required to wear identification badges and utilize parking passes during the course of construction. Subcontractor's workforce may be subjected to drug testing and background checks prior to and during the course of the work. If drug testing and/or background checks are required by the Contract Documents Subcontractor shall bear the cost of such items for its workforce. Subcontractor shall ensure only authorized project vehicles and / or delivery vehicles have access to the project site.
49. **DRINKING WATER**: Each subcontractor shall provide drinking water and ice for their own personnel. Drinking water will not be supplied by the General contractor for subcontractor's personnel.
50. **TEMPORARY ELECTRICAL POWER AND LIGHTING**: Electrical power sources supplied by the General Contractor shall be of capacity for hand tools only. Unless noted otherwise in this manual, temporary power will be available at one centralized location and limited to 120V power, on each floor of the building, during regular working hours. All power cords from the point of connection to work area shall be provided by subcontractor. If the Subcontractor requires power in locations other than those provided, then the Subcontractor will be responsible for the associated connection and disconnection costs. Heavy duty requirement such as, but not limited to, welding shall be met by sources furnished by the subcontractor performing such work. Subcontractor shall provide all extension cords required for its work. Connections will be the Subcontractors responsibility. In addition, Contractor will provide temporary lighting in accordance with Cal OSHA standards. Temporary "task" lighting as required for the successful execution of subcontractor's work shall be provided by subcontractor.
51. **TEMPORARY FACILITIES**: Subcontractor shall provide all necessary temporary utilities and distribution to complete their work, which includes but is not limited to the following: Water, Temp Heat, Temp Cooling, Hoisting, Storage, Jobsite Office, and Telephone. Subcontractor shall removal all temporary utilities when work is complete.

Temporary utilities specifically stated to be provided by BJPC will be available during normal working hours.

Any temporary utility not specifically stated as being provided by BJPC in this Project Procedure Manual but required for Subcontractor's work shall be the responsibility of the Subcontractor.

52. **SMOKING & USE OF TOBACCO PRODUCTS**: No smoking or use of tobacco products will be allowed in the building at any time once finish installation (including paint, ceiling tiles, floor

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finishes, etc.) begins. This restriction includes, but is not limited to, smoking, use of snuff and chewing tobacco. It is critical that those partaking do so in a responsible fashion, and dispose of their cigarette butts and debris in receptacles located on site. Do not throw butts or spit in on slabs. BJ Perch Construction, Inc. reserves the right to ban use of tobacco products throughout the project site at any time.

53. **SUBSTANCE ABUSE POLICY:** Any employee of a Subcontractor working on the Project found to possess, sell or use drugs, alcohol or controlled substance will be immediately discharged from the job site.
54. **BEHAVIOR:** Inappropriate behavior by Subcontractor's workforce, or any of its sub-tier subcontractors, such as cat calls, offensive comments or clothing, loitering outside the work area, profanity, radios or other entertainment devices, etc., will not be tolerated. The Contractor reserves the right to have any Subcontractor or its sub-tier subcontractor employee removed permanently from the project.
55. **REPAIR OF DAMAGED FINISHES:** BJ Perch Construction, Inc. reserves the right to determine back charge costs related to damage, including, but not limited to, firestopping damage, ceiling tile, wall damage, carpet stains, etc. Each Subcontractor is responsible for policing their own personnel, ensuring that they are aware of their responsibility with regard to taking care of finishes, and reporting any damage immediately to BJ Perch Construction, Inc.'s onsite personnel.
56. **CHANGES IN WORK:**
 - 56.1. **NOTIFICATION OF CHANGE IN SCOPE:** From time to time Subcontractor may be requested to submit a proposal for revisions to the scope of their work. "Request for Proposal," may be used to notify Subcontractor of such changes and to request Subcontractor's response. 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, BJPC may, at its option, estimate Subcontractor's work on their behalf and Owner, a BJPC 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 BJPC. Subcontractor Change Orders will be issued upon receipt of Change Order from the Owner.
 - 56.2. **REFERENCE NUMBERS:** BJPC 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.
 - 56.3. **CHANGE ORDER REQUEST:** Subcontractor's change order requests must include the following:
 - A. BJPC Reference Number.
 - B. Detailed breakdown listing of materials, labor and mark-up cost.
 - C. Schedule impact (understood to be none if not addressed).
 - D. Back-up from all sub-subcontractors, material and equipment suppliers.
 - E. All impacts related to the Reference Number documentation quoted.
 - F. Time and Material documentation where applicable.
 - G. Maintenance of record documents required by Paragraph 58 of this manual.
 - H. Compliance with Owner change order pricing requirements and restrictions.
 - 56.4. **TIME & MATERIAL WORK (T&M):** If Subcontractor is instructed to perform work on a "Time and Material" (T&M) basis, including overtime, the cost of the work is to be documented as follows:

- 56.4.1. T&M slips are to be signed on the day the work is performed by BJPC Project Superintendent or other BJPC 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. BJPC 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.
- 56.4.2. Quotations for time and material work are to be submitted within five (5) 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
- 56.4.3. Notify BJPC Project Superintendent prior to starting or resuming T&M work. Failure to do so may result in a dispute over time and material amounts.
- 56.5. **DISPUTED WORK:** If Subcontractor is instructed to perform work they feel is not within the scope of their contract, they are to notify BJPC in writing within three (3) days and state their reasons. In the meantime, the disputed work is NOT to be delayed. (See paragraph 9 of the Subcontract). A BJPC Reference Number will be assigned to track the work, and the cost responsibility will be determined by the Project Managers for BJPC and Subcontractor. The procedure used to document and track the work is to be the same as that used for "Time and Material" work (see above Paragraph 56.4 of this manual). The signature of BJPC 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 BJPC 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 see above Paragraph 56.4 of this manual above will assure a waiver of their right to additional compensation for that disputed work.
- 56.6. **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 BJPC Subcontractor Change Order.
- 56.7. **HOURLY LABOR COST BREAKDOWN:** Each Subcontractor is to submit to BJPC 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.
- 56.8. **OVERHEAD & PROFIT MARK-UP:** Absent any applicable provisions in the Prime Contract which are otherwise controlling, the following percentage markups apply to changed work performed or credited by Subcontractor for its overhead and profit to be added to or credited against the direct cost of a scope change. Subcontractor's combined overhead and profit mark-up on direct costs for change order work shall not exceed a total of fifteen percent (15%) markup/reduction for changed work impacted directly by its own forces. For any scope change work performed or credited by a sub-tier subcontractor to Subcontractor, the markup/reduction

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applicable for overhead and profit to Subcontractor shall be five percent (5%). All markups/reductions shall apply to the net sum of additions and credits applicable to a defined scope change. No Subcontractor of any tier shall be entitled to a markup/reduction to their firm which exceeds fifteen percent (15%) of their direct cost of a scope change. For Subcontractor and sub-tier subcontractors of any tier, the change order markup / reduction shall include all incidental overhead support costs including, but not limited to, all home office overhead; personnel costs for executive management, indirect supervision, project management, estimating, scheduling, purchasing, accounting, and any other personnel not on the project site full time; general and professional liability insurance; bonds; change order processing costs; as-built impacts; warranty impacts; and small tools

57. PUNCH LIST: Subcontractor agrees to attend scheduled punch list walks with representatives of Contractor, Architect and/or Owner until written acknowledgement is obtained by the authorized representative acknowledging the satisfactory correction of all items pertaining to Subcontractor's work. Subcontractor agrees to adequately staff and supervise all aspects of punch list work, diligently prosecute the work to completion, and provide a written status report to Contractor on a weekly basis regarding its progress in correcting all identified elements of work.

58. RECORD DOCUMENTS:

58.1. RECORD DOCUMENTS/AS-BUILT DRAWINGS: It will be the responsibility of each Subcontractor to maintain a complete set of current As-Built plans and specifications in the Contractor's on-site office or other electronically stored location designated by the Contractor. These plans and specifications are to be corrected and updated weekly in a neat, legible manner by Subcontractor's authorized representative. Subcontractor shall mark thereon any deviation from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. At the completion of the project Subcontractor shall provide As-Built to Contractor in accordance with the requirements of the Contract Documents. In the absence of any such requirement in the Contract Documents, Subcontractor shall, at a minimum, scan As-Built plans into an electronic format, copy to a CD and deliver to the Contractor. Subcontractor shall coordinate with BJPC and participate in weekly sessions to mark and update the Record Drawings. If it is determined by Contractor at the time that Subcontractor's monthly payment or final payment request is made that the as-builts are not current, the estimated value of the incomplete record documents may be withheld from progress payments until such time as these documents are accurately updated.

Subcontractor will be responsible to procure and pay for all documents required to maintain and turnover at project completion all as-built documents. As a minimum, Subcontractor shall provide three blueines and electronic copy of all 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.

58.2. 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

58.3. 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.

58.4. APPROVAL OF PROGRESS PAYMENT REQUESTS: If requested by the Owner or by BJPC, 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-build documents are brought up to date. Approval of Subcontractor's payment request shall not relieve Subcontractor of any responsibility for record documents.

58.5. OWNER DIRECTIVE 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 Paragraph 56 of this manual and Paragraph 9 of the Subcontract.)

58.6. 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.

59. EQUIPMENT START-UP: After all acceptance tests have been completed by the Subcontractor and Owner but prior to final acceptance, the Subcontractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

All equipment warranties shall begin on the date of Substantial Completion, as defined by the Contract Documents, regardless of when the equipment was started for temporary use, testing or permanent use, unless the Owner executes a special acceptance agreement for each piece of equipment relinquished for his beneficial use.

60. 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 backcharge Subcontractor for cost of delay.

Closeout documentation includes:

- a. Record Documents/As-Built Drawings and Specifications.
- b. Operating & Maintenance Manuals (as specified).
- c. Maintenance and Cleaning Instructions (required for all architectural items).
- d. Guarantee/Warranty Forms.
- e. Balancing Reports (due within ten (10) days of substantial completion).
- f. Service and Maintenance Contracts (as specified).
- g. Tool, Keys, Key Cabinets, and Testing Equipment.
- h. Transmittal of Attic Stock and Extra Materials.

61. WARRANTY WORK: The Subcontractor shall warrant its work and provide forty-eight (48) hour call-back service, and immediate call-back service in emergency situations, for the work, equipment and materials provided by the Subcontractor for a period of a minimum of one year after completion and acceptance of the work; provided, however, such one-year warranty shall be extended where the equipment or building systems/components may be warranted for a period in excess of one year by the manufacturer. Thirty (30) calendar days prior to expiration of the one year warranty period, the Contractor will perform a Project walk-through during which the Owner and Contractor shall walk through the Project in order to list deficiencies which must be corrected before expiration of the warranty period. Subcontractor has one week to correct any deficiencies identified as Subcontractor's scope of work. If the Subcontractor cannot complete the corrections within the one year warranty period, the warranty period shall be extended for such repair items until they are completed. The Contractor may elect to complete the Subcontractor's work and backcharge the Subcontractor for all associated costs. (See also paragraph 21 of the Subcontract)