

TURNER CONSTRUCTION COMPANY
SUBCONTRACT WORK ORDER

Contractor Controlled Insurance Program (CCIP)
Enrolled Subcontractor

Project Name: **Cleveland Medical Mart and Convention Center**
Subcontractor: **FRANK NOVAK & SONS, INC.**
Contract Number: **17110D0**
SWO Number: **044**
Date: **1/11/2012**
Work: **BP 22 - Painting and Wallcovering**
BP 23 - Carpet

 **NOTE: Instructions for Executing Subcontract Work Orders:**

The Subcontractor is to:

1. **Make no marks whatsoever on this subcontract work order, viz., erasures, additions, eliminations, interlineations, or marginal notes.**
2. Authorized representative shall initial wherever "Initialed" stamp appears.
3. Authorized representative shall sign where indicated, print name under signature including title.
4. Have signature witnessed.
5. Return all copies to Turner Construction Company, and be certain that they are not folded or rolled.
6. Return all copies to Turner Construction Company, and be certain that each copy is **STAPLED**.

After execution, one signed copy of the Subcontract Work Order will be sent to the Subcontractor.

TURNER CONSTRUCTION COMPANY		SUBCONTRACT WORK ORDER	
Subcontractor: Frank Novak & Sons, Inc. 23940 Miles Road Cleveland, OH 44128	Office:	Cleveland	Date: 1/11/2012
	Contract:	Cleveland Medical Mart and Convention Center	Project Number: 17110D0
Attention: Brad Pinchot	Subcontract Work:	BP 22 - Painting and Wallcovering and BP 23 - Carpet	Work Order # 044

The terms and conditions of the Master Subcontract dated 9/15/2008, shall govern this Subcontract Work Order (SWO) with the exception of those modifications listed below:

1. Project: Cleveland Medical Mart and Convention Center
2. Premises: 1 St. Clair Avenue, Cleveland, Ohio 44114
3. Architect: URS Corporation (Bridging Architect is LMN Architects)
4. Owner: MMPI, Inc.
5. Date of General Contract: 11/18/2010
6. Overhead Markup: See Exhibit "H" – Formula For Changes – reference Exhibit "M" – P & P Manual (on DVD) dated 1/4/2012
7. Profit Markup: See Exhibit "H" – Formula For Changes – reference Exhibit "M" – P & P Manual (on DVD) dated 1/4/2012
8. Article IV: Reserve applicable to this SWO is as follows: Ten Percent (10%)
9. All invoices are to be identified to the above referenced SWO Number. Invoices are to be submitted to:

Turner Construction Company
1422 Euclid Avenue, Suite 1400
Cleveland, Ohio 44115

10. Insurance requirements:

1. Worker's Compensation: per the State of Ohio
2. General Liability: \$2,000,000.00 per each occurrence
\$2,000,000.00 General Aggregate

____ Subcontractor Election A). -Subcontractor 's Insurance Program per Master Agreement

or

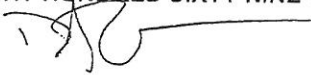
☒ Subcontractor Election B). -CCIP for Subcontractor & Lower Tiers per Master Agreement

____ Sub-Part B-1 to Subcontractor Election B -CCIP for Lower Tiers only per Master Agreement

Unburdened payroll used in calculating Price \$610,187.00

or

____ Subcontractor Election C).- OCIP per Master Agreement

3. Automobile Liability: \$1,000,000.00 Combined Single Limit/Accident
4. Additional Insured: See enclosed Sample Certificate for Enrolled Parties
11. 100% Payment & Performance Bonds: No
12. SWO Amount: TWO MILLION EIGHT HUNDRED SIXTY NINE THOUSAND TWO HUNDRED NINETY FOUR AND 00/100 (\$2,869,294.00) 
13. Additional Provisions:
- A. The Scope of Work of this SWO is per the following documents:
- See attached Exhibit "C" – List of Design Documents dated 1/5/2012
- B. The Scope of Work is per the above documents as clarified below and includes:
- See attached Exhibit "A" – Scope of Work dated 1/4/2012
- C. Exclusions:
- See attached Exhibit "A" – Scope of Work dated 1/4/2012
- D. UNIT PRICES: (Include all labor, material, crane, insurance, taxes, overhead and profit and price is firm for duration of the project.)
- None
- E. If a Payment and Performance Bond is required by this SWO, Subcontractor and its surety hereby agree to execute and deliver to Turner in connection with the issuance of Change Orders under this SWO, Rider "A" amendments increasing the amount (penal sum) of the performance and payment bonds when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by Subcontractor for the procurement of the Rider "A" amendment requested by Turner will be paid as a part of the Change Order.
- F. (Add project specific items to Additional Provisions)
- See attached Subcontractor's Additional Provisions – (Pages 3A thru 3D)

FRANK NOVAK & SONS, INC.


BY:


BRADLEY A. PINCHOT
VICE PRESIDENT

Witness:

TURNER CONSTRUCTION COMPANY

BY:


Mark L. Dent, Vice President and General Manager

Witness:

Initialed

Turner DAG

Subctr. En

SUBCONTRACTOR'S ADDITIONAL PROVISIONS

1. The "Price" referred to in Article IV of this Agreement as well as any Alternates, Unit Prices, hourly rates, separate prices, etc. stated in this Agreement shall remain in full force and effect for the duration of the Project (defined in Article I on Page 1). Also, prices established in any subsequent Change Orders to this Agreement shall remain in full force and effect for the same duration.
2. The potential liquidated damages in Turner's General Contract with the Owner are an initial payment of [REDACTED] for missing the Guaranteed Substantial Completion Date plus an additional payment of [REDACTED] for each month following the Guaranteed Substantial Completion Date that Design-Builder has not achieved Substantial Completion of the work, plus [REDACTED] per day for each day after the Guaranteed Substantial Completion Date through and including the date when Substantial Completion of the Work actually occurs. The Liquidated Damages in the aggregate, shall not exceed [REDACTED]

It is mutually agreed that if Liquidated Damages are assessed against Turner due to delayed completion, Subcontractor will be responsible for its proportional share of the Liquidated Damages assessed, to the same extent that Subcontractor causes the delayed completion.

This mutual agreement on Liquidated Damages does not limit damages for which the Subcontractor may be liable under the Agreement.

With the issuance of a certificate of substantial completion for the work of this subcontract, Turner will identify any delays to the critical path caused by the subcontractor so as to incur the possibility of liquidated damages.

3. Subcontractor shall submit with each application for payment a sworn statement, in quadruplicate, setting forth the name and addresses of persons or firms who have been contracted with, or have furnished, or are furnishing materials or labor in connection with this Subcontract Agreement; also, showing opposite the name of each such person or firm the kind of material furnished or general nature of work performed, amount of contract, amount received to date, balance due and balance to become due. If Subcontractor's material is from stock, this sworn statement should recite that such material was taken from paid stock. If such affidavit (sworn statement) indicates indebtedness to sub-subcontractor and/or material men, Turner will require Affidavits and Waivers of Lien from sub-subcontractors and/or material men.
4. The Subcontractor must cooperate with and participate in the job safety program as summarized in the Project Policy and Procedures Manual, Exhibit "F" and is required to adhere to Turner's "Safety, Health and Environmental Policy", "Drug and Alcohol Abuse Policy" and "Sexual Harassment Policy". A copy of the manual is available at Turner's main office upon request. Subcontractor is required to hold Turner harmless for any and all violation by the Subcontractor of safety requirements in Federal Register Volume 44, No. 29, Safety and Health Regulations for Construction.

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Turner: DAG

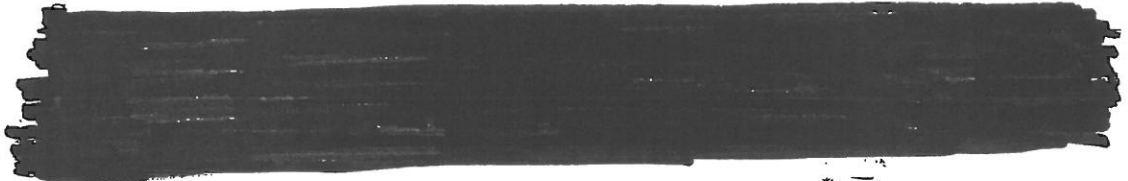
Subctr: (BA)

Cleveland Medical Mart and Convention Center
LOCATION: Cleveland, OH
CONTRACT NO.: 17110D0

SUBCONTRACTOR'S ADDITIONAL PROVISIONS – Cont'd

5. Turner is a Federal Contractor and all subcontracts must conform to the requirements of Presidential Executive Orders 11246, 11375 and all other applicable laws, rules and regulations to ensure Equal Employment Opportunity. Subcontractors with field labor portions of \$10,000.00 or more are required to:

A.



- B. Submit workforce utilization reports (daily construction reports) to the project staff summarizing the Affirmative Action plan status.

- C. In addition to the above, the workforce must also contain 40% Cuyahoga County residents and 20% City of Cleveland residents.

6. Subcontractor hereby agrees to utilize a minimum of twenty-five percent (25%) Small Business Enterprise(s) (SBE with current certification in Cuyahoga County. The commitment to this Project is to be denoted in the attached Exhibit "L". This requirement applies to all approved change orders to this Agreement as well unless agreed to otherwise and stated in the Subcontract Change Order. This may require submitting to Turner copies of cancelled checks, signed contracts and signed purchase orders with the certified SBE contractors.

7. Subcontractor agrees to provide a letter of SBE utilization upon completion of the Work, but prior to final payment, stating SBE participation and participants for this Project.

7. Subcontractor will provide an experienced Superintendent or Foreman, familiar and experienced in work similar to the Work used on this Project as well as this Subcontractor's trade. Turner must approve of Subcontractor's Superintendent or Foreman. If for any reason Turner should request a change of personnel during the course of the job, the request will be honored immediately. Before Subcontractor replaces any Superintendent or Foreman, approval of Turner is required.

Subcontractor and all lower tier sub-subcontractors will comply with the requirements of Turner's "OSHA 30-Hour Training Policy" dated 3/14/02. Certifications no older than three (3) years from the date of this Subcontract will be accepted.

8. Should overtime work be required through Trade contractor's negligence and/or inability to keep up with the pace of the Project, Trade Contractor will be charged for added costs to provide any temporary light and power, heat, hoisting services and other facilities during the premium time hours.

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Turner: DAG

Subctr: BR

SUBCONTRACTOR'S ADDITIONAL PROVISIONS – Cont'd

9. The Work includes any out-of- sequence work, required to meet job progress, such as work made necessary by removal of construction plant or temporary facilities, work necessitated by the special construction phasing requirements of the Project, or work caused or interrupted by the Owner's Operations, or for late delivery items, etc., and shall also include a normal amount of "comeback" to complete work on each level or phase of work.
10. Subcontractor is responsible for all necessary development of the Work to fulfill the intent of the Contract Documents for a complete and/or functioning system whether totally defined by the drawings and specifications or not.
11. This Subcontractor does hereby waive any rights to direct payment from the Owner for any disputed amount or claim unless prior approved by Turner.
12. This Agreement shall be fully assignable to the Owner upon his request. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to final completion. This assignment would be effective upon acceptance by the Owner in writing and would accrue all rights, remedies and obligations to the Owner as are due Turner under this Agreement.
13. If said contract is bonded, Subcontractor and its Surety hereby agree to execute and deliver to Turner in connection with the issuance of change orders under this Agreement, a Rider "A" Amendment (which is the vehicle) increasing the amount (penal sum) of the performance and payments bonds to be furnished by Subcontractor as provided in this Agreement when Subcontractor is requested by Turner to do so. Notwithstanding the periodic issuance of Rider "A", Subcontractor and surety agrees that the penal sum value is automatically adjusted to reflect same amount as the adjusted contract total based on change orders issued.
14. All Subcontractors must submit a copy of their latest audited financial statement directly to Turner Construction Company's Purchasing Manager prior to execution of the contract. All financial statements will remain on file in Turner's purchasing department. Updated financial statements must be submitted annually.
15. All Subcontractors must show proof of their current E.M.R. from the State of Ohio Bureau of Workers' Compensation or from your insurance company if self-insured prior to execution of the contract. This information will remain on file in Turner's purchasing department.
16. All Subcontractors must have on file with Turner a completed Turner Construction Company "Subcontractor / Vendor Prequalification Statement" prior to execution of the contract. This statement must be completed on file and dated within two (2) years of the contract date. This document will remain on file in Turner's purchasing department.
17. Confidentiality
 - a. Subcontractor shall keep confidential, and shall not disclose to any third party without Turner's or MMPI's prior written consent, (a) any budgets, sources of funding and other financial information regarding the Project, MMPI, Turner, or Cuyahoga County and (b) such other information regarding the Project that MMPI, Turner or the County may identify from time to time as confidential or proprietary.

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Turner: DAG

Subctr: [Signature]

Cleveland Medical Mart and Convention Center
LOCATION: Cleveland, OH
CONTRACT NO.: 17110D0

SUBCONTRACTOR'S ADDITIONAL PROVISIONS – Cont'd

18. Subcontractors and/or tradesmen on site are to direct all inquiries regarding the Project to Turner Construction Co.
19. Project is seeking LEED Silver certification from the USGBC. Subcontractor is directed to the Policy and Procedures Manual, section 12 for the LEED program.
20. Additional exhibits incorporated within this Design Assist Subcontract:
- Exhibit A - Scope of Work, BP-22 – Painting & VWC Finishes and BP-23 – Carpet & Resilient Flooring dated 01/04/2012 – *(attached)*
 - Exhibit C - Summary Contract Document Index – Current dated 01/5/2012 – *(attached)*
 - * Exhibit D - Project Schedule
 - * Exhibit E - Site Logistics Plan
 - * Exhibit F - Turner's Special Project Conditions
 - * Exhibit G - Jobsite Safety Program
 - * Exhibit I - Insurance Requirements
 - Exhibit K - Construction Contract Tax Exemption Certificate – *(attached)*
 - Exhibit L - Schedule of Small Business Enterprise (SBE) Participation – *(attached)*

** Reference document in Exhibit M, Policy and Procedures Manual dated 08/12/2011 (on DVD).*

21. The following must be included on Subcontractor's insurance in order to be acceptable:
- See enclosed Sample Certificate of Insurance for Included Parties*
22. **Retainage** – Developer will retain 10% from all payments of the Contract Sum otherwise due and payable until 50% of the Work is in place (to be determined on a per trade category basis). After 50% of the Work to be performed by each Subcontractor is in place, no additional retainage shall be held from subsequent payments to such Subcontractor, subject to the County's reasonable approval, unless Developer of the County determines that any Subcontractor is not making satisfactory progress or that any Subcontractor is in default under any of the terms and provisions of the Contract Documents. If Developer determines that any Subcontractor is not making satisfactory progress or any Subcontractor is otherwise in default under the terms of the Contract Documents, the Developer may continue or reinstate retainage of up to 10% of the Subcontract amount to the extent reasonably based upon the subject default. Upon written request of Design-Builder after satisfactory completion of the Work performed by a particular Subcontractor, Developer may, with the County's approval, release from retainage a sum sufficient to increase the total payments to 100% of the cost of the portion of the Work performed by such Subcontractor.
23. It is agreed that one management employee of the subcontractor who will be directly involved on the project will be a LEED accredited professional (GA/AP), as verified by the BBCI or will be required to take the USGBC's half-day online course **LEED201: Core Concepts and Strategies** (\$145). The employee will be required to produce documentation to confirm that they meet the above policy.
24. Project Manager for Painting is Pamela Bozsvai. Project Superintendent for Painting is Douglas Vladyka. Project Manager for Carpet is Nick Bukovecky. Any changes to the staffing provided by Novak, including the Project Manager, requires Turner's prior approval.

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Subctr: BN