

because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5 If notice of any changes affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

10.6 CLAIMS FOR EXTRA WORK:

A. If the CONTRACTOR claims that any instructions by Drawings or otherwise involve extra cost, he shall give the ENGINEER written notice of said claim within seven (7) calendar days after the receipt of such instructions, and in any event before proceeding to execute the Work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.

B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.

C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the ENGINEER, and Work shall not proceed, except at the CONTRACTOR'S risk, until written instructions have been received by him from the ENGINEER.

D. If, on the basis of the available evidence, the ENGINEER determines that an adjustment of the Contract Price or Time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".

E. By execution of this Contract, the CONTRACTOR warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the Work under this Contract. The CONTRACTOR further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The CONTRACTOR further warrants that by execution of this Contract his failure when he was bidding on this contract to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the CONTRACTOR agrees that the OWNER shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

10.7 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK:

The value of extra (additional) or omitted work shall be determined in one or more of the following ways:

A. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus a maximum of 15 percent which shall cover the CONTRACTOR'S general supervision, overhead and profit. In case of subcontracts, the maximum of 15 percent is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional maximum of 5 percent may then be added to such costs to cover the CONTRACTOR'S supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.

11.4 COST OF THE WORK:

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.
2. Cost of all materials and equipment furnished and incorporated in the Work, including cost of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR, shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the

4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

11.5 CONTRACTOR'S FEE:

A. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or if none can be agreed upon:
2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.4.A.1 and 11.4.A.2, the CONTRACTOR'S fee shall not exceed a total of fifteen (15%) percent.
 - b. For costs incurred under Paragraph 11.4.A.3, the CONTRACTOR'S fee shall not exceed a total of five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed a total of fifteen percent.
 - c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.A.4, 11.4.A.5 and 11.4.B.

B. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the net decrease in Cost of the Work plus percentage as computed in Section 11.5A.2 a, b, and c. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.6 CASH ALLOWANCE:

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12
CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within seven (7)

from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of one year from the date of substantial completion of the system, that the system is free from all materials or workmanship defects and that the CONTRACTOR shall promptly make such corrections as may be necessary, including but not limited to factory trained service persons, replacement parts, and the repairs of any damage to other parts of the system resulting from such defects, to restore the system to its original level of completeness.

13.2 ACCESS TO WORK:

ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interest will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR (unless another party is specified in the General Requirements) shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with OWNER'S or ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by CONTRACTOR unless otherwise specified.

C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER (or by ENGINEER if so specified).

D. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

E. Neither observation by ENGINEER nor inspections, tests or approvals by other shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

F. If the ENGINEER so requires, either prior to or after commencement of the Work, the CONTRACTOR shall submit test samples of materials for such special tests as the ENGINEER deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the CONTRACTOR as directed. The CONTRACTOR shall furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the OWNER shall make arrangements for, and pay for the tests.

G. All test samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the CONTRACTOR submitting the sample. To ensure consideration of samples, the CONTRACTOR shall notify the ENGINEER by letter that the samples have been shipped and

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

13.7 ONE YEAR CORRECTION PERIOD:

If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

13.8 ACCEPTANCE OF DEFECTIVE WORK:

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

B. OWNER may require CONTRACTOR to furnish, at CONTRACTOR'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

13.9 OWNER MAY CORRECT DEFECTIVE WORK:

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with Paragraph 13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days following written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this Paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment, and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR, but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this Paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular, but without limitation, compensation for additional professional services as required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time

establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Payment for Materials Stored at Site of Project:

1. Payment for materials or equipment purchased and stored at the site of the Project will be allowed by the OWNER as specified in Section 01025, less the same percentage of retainage applicable to payment for completed work, upon specific recommendation of the ENGINEER. Such payment shall be conditional upon submission by the CONTRACTOR of bills of sale or such other procedure as will establish the OWNER'S title to such material or otherwise adequately protect the OWNER'S interest.
2. Only durable materials and equipment which in the opinion of the ENGINEER have been properly stored and protected shall be included in materials furnished in partial payment estimates. Clay pipe, brick and tile will be excluded. In the interest of simplification of checking and bookkeeping, miscellaneous supplies will also be excluded.

14.3 PAYMENT BY CONTRACTOR:

The CONTRACTOR shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following the month in which such services are rendered; (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following the month in which such materials, tools and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following completion of that part of the Work in or on which such materials, tools and equipment are incorporated or used; and (c) to each of his subcontractors, not later than the 5th day following each payment to the CONTRACTOR, the respective amounts allowed the CONTRACTOR on account of the work performed by his Subcontractors, to the extent of each Subcontractor's interest therein.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS:

A. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within thirty days of presentation to him of the Application for Payment with ENGINEER'S recommendation, pay CONTRACTOR the amount recommended.

B. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER TO OWNER, based on ENGINEER'S on-site observations of the work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to

2. The request for payment may also include an allowance of the cost of such major materials and equipment which are suitably stored either at or near the site as set forth in paragraph 14.2.
3. All Work covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the Contract Documents.

14.5 SUBSTANTIAL COMPLETION:

A. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the Certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative Certificate during which OWNER may make written objection to ENGINEER as to any provisions of the Certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative Certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefore. If after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected and the time frame for doing so) reflecting such changes from the tentative Certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to his issuing the definitive Certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment. The Certificate of Substantial Completion shall be signed by the ENGINEER, OWNER and CONTRACTOR.

B. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of substantial completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.6 PARTIAL UTILIZATION:

Use by OWNER of completed portions of the Work may be accomplished prior to substantial completion of all the Work subject to the following:

A. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the work which OWNER believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete

release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien.

14.9 FINAL PAYMENT AND ACCEPTANCE:

A. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection and ENGINEER'S review of the final application for Payment and accompanying documentation--all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within 10 days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraphs 14.11. Otherwise, ENGINEER will return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within 30 days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

B. If, through no fault of CONTRACTOR, final completion is materially delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with his application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. If the OWNER fails to make payment 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until payment is received by the CONTRACTOR.

14.10 CONTRACTOR'S CONTINUING OBLIGATION:

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.9, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

14.11 WAIVER OF CLAIMS:

The making and acceptance of final payment shall constitute:

A. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein;

ARTICLE 15
SUSPENSION OF WORK AND TERMINATION

15.1 OWNER MAY SUSPEND WORK:

OWNER may, by giving a five (5) day notice and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

15.2 OWNER MAY TERMINATE:

- A. Upon the occurrence of any one or more of the following events:
1. If CONTRACTOR is adjudged a bankrupt or insolvent,
 2. If CONTRACTOR makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property,
 4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If CONTRACTOR repeatedly fails to perform the Work with sufficient skilled workmen or suitable materials or equipment,
 6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment,
 7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
 8. If CONTRACTOR disregards the authority of ENGINEER, or
 9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may after giving CONTRACTOR and his Surety ten days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR, but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed.

in an amount set out in said Agreement. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the CONTRACTOR and the OWNER for damages, losses, additional engineering, additional resident inspection and other costs that will be sustained by the OWNER, if the CONTRACTOR fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

18.2 The CONTRACTOR shall meet final completion dates (or any extension thereto) set out in the Agreement. Liquidated damages will be assessed if the CONTRACTOR is in fault.

ARTICLE 19
FIELD OFFICE

19.1 The CONTRACTOR may choose to establish and maintain a field office on this project, but, shall have available in the field a responsible representative who can officially receive instructions from the ENGINEER. Refer to Section 01500.

19.2 A separate field office (trailer) shall be provided for a Resident Project Representative. Refer to Section 01500. (This paragraph is not applicable to these specifications.)

ARTICLE 20
SANITARY FACILITIES

20.1 The CONTRACTOR shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required.

20.2 The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the OWNER, or on adjacent property.

ARTICLE 21
EMPLOYMENT

21.1 QUALIFICATIONS:

No person under the age of eighteen (18) years and no convict labor shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform any work under this Contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, gender, or political affiliation in the employment of persons for work under this Contract.

21.2 SERVICES AND LABOR PREFERENCES:

With respect to additional skilled, semi-skilled and unskilled workers employed to perform work on the Project, preference in employment shall be given first to persons who reside in the County in which the Work is to be performed, and second to persons residing in the State in which the Work is to be performed.

B. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

23.3 A Bid shall not be considered for award nor shall any award be made where A, B and C above have not been complied with; provided however, that if in any case the bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where A and B above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of subparagraph A.

23.4 Any Bid hereafter made to any political subdivision of the Commonwealth or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation. Refer to Item No. 23 of the Supplementary Instructions to Bidders.

ARTICLE 24 **WAGE RATES**

24.1 The CONTRACTOR shall pay not less than the prevailing wage scale set out in these Specifications and Contract Documents, as amended, and shall comply in every respect to applicable rules, regulations and statutes pertaining to wages and hours.

24.2 NON-REBATE OF WAGES:

The CONTRACTOR shall comply with the regulations, ruling and interpretations of the Secretary of Labor of the United States, pursuant to the Federal Anti-Kickback Act of June 13, 1934, as amended, 48 Stat. 948; 62 Stat. 74; 63 Stat. 108 (Title 18, U.S.C. Sec. 874 and Title 40 U.S.C. Sec. 276c) including all subsequent amendments which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his Contract of Employment; and the CONTRACTOR agrees to insert a like provision in all Subcontracts hereunder. The CONTRACTOR may be required to execute an affidavit covering each weekly payroll and certifying compliance with said Anti-Kickback Act.

24.3 SCHEDULE OF STATE MINIMUM WAGE RATES:

A. The labor on this Contract shall be performed in all respects in full accordance with the prevailing rates of wages as provided for in the Kentucky Revised Statutes 337.510 to 337.550 including the latest amendments thereto. Mechanics and laborers must be paid a prevailing rate of wage as required in the Kentucky Revised Statutes and as determined by the Department of Labor of the Commonwealth of Kentucky.

INDEX TO GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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**WATER SYSTEM EXTENSION
BOONE COUNTY RURAL WATER PROJECT
CONTRACT PHASE II**

PREVAILING WAGE RATES



Ernie Fletcher
Governor

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET
DEPARTMENT OF LABOR

OFFICE OF WORKPLACE STANDARDS
1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone: (502) 564-3070
www.kylabor.net

LaJuana S. Wilcher
Secretary

Philip J. Anderson
Commissioner

Christopher H. Smith
Executive Director

July 28, 2005

Paul Trepaney
Tetra Tech, Inc
11156 Canal Road, Ste A
Cincinnati OH 45241

Re: Boone County Fiscal Court, Phase II Water Main for Big Bone Church, East Bend and Petersburg Roads.

Advertising Date as Shown on Notification: August 4, 2005

Dear Paul Trepaney:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR-1-013, dated May 15, 2005 for BOONE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 008-H-00341-05-1, Heavy/Highway

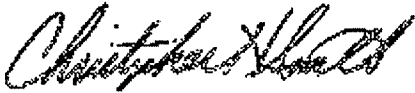
Sincerely,

John Fitzpatrick
Prevailing Wage Specialist



HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Christopher H. Smith, Executive Director
Office of Workplace Standards
Kentucky Department of Labor

Determination No. CR-1-13 2005

CLASSIFICATIONSRATE AND FRINGE BENEFITS

CARPENTERS:

Carpenters & Piledrivermen (Does not include Walls & Ceiling Work):

BUILDING	BASE RATE	\$19.22
	FRINGE BENEFITS	4.77
HEAVY & HIGHWAY	BASE RATE	\$22.42
	FRINGE BENEFITS	4.73

Carpenters & Lathers (Walls & Ceiling Work Only):

BUILDING	BASE RATE	\$18.99
	FRINGE BENEFITS	4.98

Divers:

HEAVY & HIGHWAY	BASE RATE	\$33.63
	FRINGE BENEFITS	4.73

CEMENT MASONS:

BUILDING	BASE RATE	\$20.70
	FRINGE BENEFITS	7.05
HEAVY & HIGHWAY	BASE RATE	\$23.50
	FRINGE BENEFITS	7.10

ELECTRICIANS:

Electricians:	BASE RATE	\$24.24
	FRINGE BENEFITS	9.34

ELECTRICIAN/LINE CONSTRUCTION:

Linemen:	BUILDING	BASE RATE	\$24.10
		FRINGE BENEFITS	6.66

Equipment Operator:	BUILDING	BASE RATE	\$21.69
		FRINGE BENEFITS	6.21

Groundmen:	BUILDING	BASE RATE	\$15.67
		FRINGE BENEFITS	5.10

ELECTRICIAN/SOUND COMMUNICATION:

Installer:	BASE RATE	\$18.00
	FRINGE BENEFITS	3.475

Cable Puller:	BASE RATE	\$9.00
	FRINGE BENEFITS	2.64

ELEVATOR MECHANICS:	BASE RATE	\$26.255
	FRINGE BENEFITS	7.455

GLAZIERS:	BASE RATE	\$22.05
	FRINGE BENEFITS	7.90

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS/HEAVY HIGHWAY: (continued)

GROUP 2:

Skid Steer, Asphalt Raker, Concrete Puddler, Kettle Man (Pipeline), Machine Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Power Buggy or Power Wheelbarrow, Sheeting & Shoring Man, Surface Grinder Man, Plastic Fusing Machine Operator, Pug Mill Operator, & Vacuum Devices (wet or dry), Rodding Machine Operator, Diver, Screwman or Paver, Screed Person, Water Blast, Hand Held Wand, Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (Level C), Air Track and Wagon Drill, Bottom Person, Cofferdam (below 25 ft. deep), Concrete Saw Person, Cutting with Burning Torch, Form Setter, Hand Spiker (Railroad), Pipelayer, tunnel Laborer (without air) & Caisson, Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning), Sandblaster Nozzle Person, & Hazardous Waste (Level B):

HEAVY & HIGHWAY	BASE RATE	\$22.89
	FRINGE BENEFITS	5.85

GROUP 3:

Blaster, Mucker, Powder Person, Top Lander, Wrencher (Mechanical Joints & Utility Pipeline), Yarnier, Hazardous Waste (Level A), Concrete Specialist, Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium), Curb Setter & Cutter, Grade Checker, Utility Pipeline Tapper, Waterline, and Caulker:

HEAVY & HIGHWAY	BASE RATE	\$23.22
	FRINGE BENEFITS	5.85

GROUP 4:

Miner (With Air-pressurized - \$1.00 premium), & Gunnite Nozzle Person:

HEAVY & HIGHWAY	BASE RATE	\$23.67
	FRINGE BENEFITS	5.85

Signal Person will receive the rate equal to the rate paid the laborer classification for which he or she is signaling

MILLWRIGHTS:	BASE RATE	\$21.90
	FRINGE BENEFITS	7.92

OPERATING ENGINEERS/BUILDING:

Boom & Jib 250' over:	BUILDING	BASE RATE	\$27.14
		FRINGE BENEFITS	8.60

Boom & Jib Over 180' through 249:	BUILDING	BASE RATE	\$26.89
		FRINGE BENEFITS	8.60

Boom & Jib 150' through 180':	BUILDING	BASE RATE	\$26.39
		FRINGE BENEFITS	8.60

Master Mechanic:	BUILDING	BASE RATE	\$26.14
		FRINGE BENEFITS	8.60

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS/BUILDING: (Continued)

Allen Screed Paver (concrete), Boiler (Less than 15 lbs. Pressure), Directional Drill "Locator", Masonry Fork Lift, Inboard & Outboard Motor Boat Launch, Light Plant, Oiler, Power Driven Heater (Oil Fired), Power Scrubber, Power Sweeper, Pump (Under 4" discharge), Signal Person, & Submersible Pump (Under 4" discharge):

BUILDING	BASE RATE	\$18.09
	FRINGE BENEFITS	8.60

OPERATING ENGINEERS/HEAVY HIGHWAY:

Master Mechanic:	HEAVY & HIGHWAY	BASE RATE	\$26.14
		FRINGE BENEFITS	8.60

Air Compressor on Steel Erection, Barrier Moving Machine, Boiler Operator on Compressor or Generator when mounted on a Rig, Cableway, Combination Concrete Mixer & Tower, Concrete Plant (over 4 yd. Cap.), Concrete Pump, Crane (Including Boom Truck, Cherry Picker), Derrick, Dragline, Dredge (Dipper, Clam or Suction), Elevating Grader or Euclid Loader, Floating Equipment, Gradeall, Helicopter Crew (Operator-Hoist or Winch), Hoe, Hoisting Engine on Shaft or Tunnel Work, Horizontal Directional Drill (over 500,000 ft. lbs. Thrust), Industrial-Type Tractor, Jet Engine Dryer (D8 or D9) Diesel, Tractor, Locomotive (Standard Gauge), Maintenance Operator Class A, Mixer, Paving (Single or Double Drum), Mucking Machine, Multiple Scraper, Piledriving Machine, Power Shovel, Prentice Loader, Quad 9 (Double Pusher), Refrigerating Machine (Freezer Operation), Side-Boom, Slip-Form Paver, Tower Derrick, Concrete Pump, Tug Boat, Tunnel Machine and/or Mining Machine, Wheel Excavator, Hydraulic Gantry (Lifting System), Rail Tamper (w/Auto Lifting & alignment Device), Rough Terrain Fork Lift with Winch/Hoist:

HEAVY & HIGHWAY	BASE RATE	\$25.89
	FRINGE BENEFITS	8.60

Asphalt Paver, Automatic Subgrader Machine, Self-Propelled (CMI Type), Bobcat Type and/or Skid Steer Loader with Hoe attachment Greater than 7,000 lbs., Boring Machine More than 48", Bulldozer, Endloader, Kolman-type Loader (production type Dirt), Lead Greaseman, Power Grader, Power Scraper, Push Cat, Trench Machine (24" wide & under), Concrete Grinder/Planer, Pettibone-Rail Equipment, Vermeer type Concrete Saw, Hydro Milling Machine, Lighting & Traffic Signal Installation Equipment, Material Transfer Equipment (shuttle buggy) Asphalt:

HEAVY & HIGHWAY	BASE RATE	\$25.77
	FRINGE BENEFITS	8.60

A-Frame, air Compressor on Tunnel Work (low pressure), Asphalt Plant Engineer, Locomotive (narrow gauge), Mixer, Concrete (more than one bag cap.), Mixer, one bag cap (Side Loader), Power Boiler, 15 lb Pressure & Over, Pump Operator installing & operating Well Points, Pump (4" & over discharge), Roller - Asphalt, Utility Operator (Small equipment), Welding Machine, Bobcat Type and/or Skid Steer Loader, Switch and Tie Tamper (w/o Lifting & Aligning Device), Highway Drills, Railroad Tie Inserter/Remover, Rotovator (Lime-Soil Stabilizer):

HEAVY & HIGHWAY	BASE RATE	\$24.73
	FRINGE BENEFITS	8.60

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

PAINTERS: (continued)

Elevated Tanks:	HEAVY & HIGHWAY	BASE RATE	\$22.30
		FRINGE BENEFITS	5.90

Brush & Roller:	HEAVY & HIGHWAY	BASE RATE	\$21.30
		FRINGE BENEFITS	5.90

Spray:	HEAVY & HIGHWAY	BASE RATE	\$21.80
		FRINGE BENEFITS	5.90

Sandblasting & Hopper Tender; Water Blasting:	HEAVY & HIGHWAY	BASE RATE	\$22.05
		FRINGE BENEFITS	5.90

Bridges when highest point of clearance is 60 feet or more & Lead Abatement Projects:	HEAVY & HIGHWAY	BASE RATE	\$22.30
		FRINGE BENEFITS	5.90

Sandblasting, Hopper Tender, Waterblasting (Bridges when highest point of clearance is 60 feet or more):	HEAVY & HIGHWAY	BASE RATE	\$23.05
		FRINGE BENEFITS	5.90

PIPEFITTERS & PLUMBERS:		BASE RATE	\$26.27
		FRINGE BENEFITS	10.49

PLASTERERS:	BUILDING	BASE RATE	\$20.65
		FRINGE BENEFITS	7.25

ROOFERS (excluding sheetmetal):

Roofers:		BASE RATE	\$24.12
		FRINGE BENEFITS	7.62

Pitch:		BASE RATE	\$25.12
		FRINGE BENEFITS	7.62

SHEETMETAL WORKERS (including metal roofs):		BASE RATE	\$23.79
		FRINGE BENEFITS	12.25

SPRINKLER FITTERS:		BASE RATE	\$25.05
		FRINGE BENEFITS	11.00

TRUCK DRIVERS/BUILDING:

3 Tons & Under, Greaser, Tire Changer, & Mechanic Tender:	BUILDING	*BASE RATE	\$17.52
		FRINGE BENEFITS	8.04

**AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR REGARDING PAYMENT OF
PREVAILING WAGES AND NOTIFICATION OF COMPLETION**

I, _____,
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that all work in connection with the project hereinafter is complete and that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from _____ to _____
(project start date)

_____ is in accordance with the prevailing wage prescribed by the Contract Document.
(project end date)

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2005.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

**WATER SYSTEM EXTENSION
BOONE COUNTY RURAL WATER PROJECT
CONTRACT PHASE II**

TECHNICAL SPECIFICATIONS

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 CONTRACT SCOPE

A. The project consists of water line, valves, fittings, hydrants, and appurtenances for the Boone County Rural Water Project, Contract Phase II.

B. The Contractor(s) shall include all labor, materials and equipment necessary to complete all installation, testing and disinfection as well as start-up per the plans and Contract Documents.

C. The Invitation to Bidders, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions, and Division 1 Specifications refer to all contracts. Portions of other Divisions may also apply to any contract.

D. The General Contract includes all Division of the Specifications and Drawings for each Phase and the general locations noted:

- | | |
|--|-----------|
| - Contract 2A – Big Bone Church Road | 14,700 LF |
| - Contract 2B/2D – East Bend Road, KY 338 and side streets | 38,600 LF |
| - Contract 2C – Petersburg, KY 20 | 17,400 LF |

E. The above-noted delineations between the various sections of the Specifications and Drawings are for general overview of the Work. The Work to be performed is not necessarily limited to the above descriptions. Accordingly, the Contractor shall thoroughly familiarize himself with all sections of the Plans and Specifications in order that he is aware of any cross-references between Sections.

SECTION 01015

WORK SEQUENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The General Contractor shall submit to the Engineer for review and acceptance a complete schedule of the proposed sequence of construction operations for all contracts for this project prior to commencement of work. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request. A revised construction schedule shall be submitted with every subsequent partial payment request. This revised schedule must be approved by the Owner prior to payment.

B. Within seven (7) days after the Award of Contract, the General Contractor shall submit to all other Contractors, a detailed rough draft of his construction schedule and operations.

C. Within ten (10) days after the Award of Contract, all other Contractors shall prepare a detailed schedule of their construction operations following the format established by the General Contractor in his rough schedule. The General Contractor shall utilize these schedules to prepare the overall schedule. The General Contractor shall coordinate the work of other contractors and shall incorporate their information into the schedule. The final schedule shall be submitted within fourteen (14) days of the Award of Contract.

1.02 RELATED WORK

- A. Section 01010 - Summary of Work.
- B. Section 01040 -- Coordination
- C. Section 01310 - Construction Schedule

1.03 MAINTAINING EXISTING FACILITIES IN OPERATION

A. The Owner and the Engineer shall be notified one week in advance of work to be performed which will take any part of an existing utility out of service. This work shall be scheduled such that service is disrupted for as short a time as possible.

B. The Contractor shall provide temporary facilities where necessary to accommodate the maintenance of dependable service by the affected utilities.

C. Existing Water Lines:

1. Where existing service may be interrupted, the Contractor shall notify the Water District 48 hours prior to the interruption.
2. The Contractor shall notify all residents, that may be affected by any interruption to water services, 48 hours prior to interruption.

1.04 RECOMMENDED SEQUENCE OF WORK