

ARTICLE IV.

*Scope of Services:

Rehabilitation of 1,157.00 linear feet of 60" diameter sewer main trunk line using spiral wound lining method.

Pricing: One Million One Hundred Eighty Thousand Five Hundred and Seventy Four Dollars and No/Cents (\$1,180,574.00). This price does not include cleaning of the pipeline or procurement and payment for permits, which costs and necessary time extension may be added to Subcontractor's scope of work through Change Order.

*See attached Schedule of Values.

Payment procedures for the Sub Contractor shall be as stated in the Contract Specifications for the Contractor.

The Contractor shall receive the Sub Contractor's monthly pay request no later than the 5th day of each calendar month. If Contractor receives Subcontractor's pay request prior to the 5th day of the month with all supporting documentation required by this Agreement, Subcontractor's payment request will be included in Contractor's next request for payment to the Owner. All quantities shall be field approved by the County authorized personnel on a daily basis. Kemi shall pay **Ruby-Collins, Inc.** within two (2) business days once the payment for the work is received from Owner.

The Contractor will withhold retainage at the same rate retainage is withheld from Contractor by Owner for Subcontractor's work until such time that the Sub Contractor has achieved substantial completion of work.

The Sub Contractor shall coordinate and cooperate with the Contractor and other Sub Contractors to ensure that all work required on this project is carried out in an acceptable and timely manner. No additional compensation will be allowed for any extra work or costs incurred by the Sub Contractor as a result of his failure to comply with this requirement. Additionally, the Sub Contractor may be required to compensate the Contractor, at the same rate as the Owner, for any delays experienced due solely to the Sub Contractors failure to perform his work in a timely manner.

The Sub Contractor agrees that the above price constitutes full compensation for all work covered by this Subcontract and no extras will be allowed except when specifically authorized in writing by a duly elected Officer of the Corporation named herein as Contractor and authorized and paid for by the Owner.

ARTICLE V. Final payment shall be due when the work described in this contract, including all punch list work, is fully completed and performed in accordance with the Contract Documents, and payment to be consistent with Article IV and Article X, Sections 17, 20-23 inclusive of this contract.

Before issuance of the final payment the Sub Contractor if required shall submit evidence satisfactory to the Contractor that all payrolls, material bills, and all known indebtedness connected with the Sub Contractor's work have been satisfied.

ARTICLE VI. Performance and Payment Bonds will not be required of the Subcontractor on this Project.

ARTICLE VII. Temporary Site Facilities.

The Subcontractor shall furnish all temporary site facilities necessary for the proper prosecution of his work. The Contractor on this project will enforce strict good housekeeping rules. If after 8 hours notice, the site is not as ordered by the Job Superintendent, the Contractor will use his own forces to correct any deficiencies and back charge the Subcontractor for all cost incurred.

ARTICLE VIII. Insurance.

Unless otherwise provided herein, the Sub Contractor shall have a direct liability for the acts of his employees and agents for which he is legally responsible, and the Sub Contractor shall not be required to assume the liability for the acts of any others.