

## CONTRACTOR POLICY

### 5.1 General

- A. This is a contractor policy fact sheet and is not intended to provide detailed plans and specifications for all aspects of sanitary sewer construction as required by the Pine Bluff Wastewater Utility (PBWU). Detailed specifications are not included with this document due to their proneness to frequent change. Likewise, this document is dynamic and subject to change as deemed necessary by the PBWU. A more detailed Policy document may be prepared and various Detailed Specifications and Detailed Standard Drawings may be available from the PBWU if needed or desired.
- B. All materials and construction methods shall meet or exceed the Ten State Standards and the minimum requirements of the Arkansas Department of Health. The Ten State Standard is also used as a guideline by the PBWU. As required by state law, all project plans and specifications must be designed, signed, and stamped by a Professional Engineer registered in the State of Arkansas. The PBWU reserves the right to have all materials and construction methods conform to our applicable specifications and standards before the work will be accepted.
- C. The Sanitary Sewer Extension Procedure and Details of the PBWU shall become a supplement to the Specifications of any Project designed by any Registered Engineer, Architect or Engineering Firm if said project is to be accepted by the PBWU. The most stringent specifications shall be used.
- D. Certain standard and typical details are included in this document and shall be considered as the minimum acceptable for materials, work, and construction techniques allowed for projects to be accepted by the PBWU. If any project includes work that is not covered by this document, contact PBWU to verify the appropriate specifications, standards, and practices.

### 5.2 Application to Conduct Business with PBWU

- A. Any contractor seeking to contract with the PBWU will complete and submit a Contractor/Engineer/Consultant Application Form.
- B. The Contractor/Engineer/Consultant Application Form is included in this document.

### 5.3 Engineering Requirements

- A. If the Contractor is required to provide engineering services by the Contract Documents, state law, or other Authorities Having Jurisdiction, Work shall be designed, signed, and stamped by a Professional Engineer registered in the State of Arkansas.

### 5.4 Contract Requirements

- A. Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which various parts of the Work will be started and completed.
- B. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- C. Any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities shall be immediately reported to the PBWU, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- D. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys as needed for construction. The Contractor shall carefully preserve bench marks and will be responsible for their reestablishment after loss or disturbance.
- E. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing.
- F. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction

of any nature, permits, fees, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

- G. Materials and equipment shall be stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- H. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Owner.
- I. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale Contract or other agreement by which an interest is retained by the seller.
- J. The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work, a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- K. The Owner may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for the Performance of the Work, and equitable adjustment shall be authorized by Change Order.
- L. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and Work embraced shall be commenced on a date specified in the Notice to Proceed.
- M. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

- N. If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. Contractor shall not be charged liquidated damages if delay is caused by:
1. To any preference, priority, or allocation order duly issued by the Owner.
  2. To unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
- O. The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspensions.
- P. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- Q. The Contractor may, after ten (10) days from delivery of a written notice, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained if:
1. Work is suspended for a period of more than ninety (90) days by the Owner, an order of the court, or other public authority.
  2. Owner fails to pay the Contractor within thirty (30) days of its approval of a pay request.
- R. The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.
- S. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

- T. The Contractor will indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- U. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work. The Owner shall provide to the Contractor, information which delineates and describes the lands owned and rights-of-way acquired. The Contractor shall provide at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
- V. All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of the final payment, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- W. The Contractor will pay all Federal, State, and local sales, consumer, use and other similar taxes required by the laws of the place where the Work is being performed.

## 5.5 Bidding Requirements

- A. Each Bid must be submitted in a sealed envelope addressed to the PBWU at 1520 South Ohio Street, Pine Bluff, Arkansas 71601. Each sealed envelope containing a Bid must be plainly marked on the outside with the name of the Bid and the envelope should bear on the outside the Bidder's name, address, and Contractor's license number, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at PBWU, 1520 South Ohio Street, Pine Bluff, Arkansas 71601.
- B. All Bids must be made on the required Bid forms. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of each Bid form is required.
- C. The Owner may waive any informalities or minor defects or reject any or all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of



Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

- D. Any Bidder may modify his Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile modification.
- E. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.
- F. The Owner shall provide to Bidders prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and the rights-of-way acquired or to be acquired.
- G. Bidder must agree to commence Work on or before a date to be specified in a written Notice to Proceed from the Owner and fully complete the project within the timeframe identified in the Notice to Proceed. Bidder must agree also to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions and the Supplemental General Conditions.
- H. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks of obligations assumed by the Contractor from fulfilling any of the conditions of the Contract.
- I. Each Bid of over \$20,000 must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been

executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

- J. For contracts over \$20,000, a Performance Bond and Payment Bond each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Bid Bonds, Payment Bonds or Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
- K. The party of parties to whom a Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- L. The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, Agreement and Insurance requirements, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
- M. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
- N. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.
- O. Award will be made to the lowest responsible Bidder. The Owner reserves the right to reject any or all bids at its discretion.

- P. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
- Q. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.
- R. The low Bidder shall supply the names and addresses of all major material Suppliers and Subcontractors when required to do so by the Owner.

#### 5.6 Living Wage Ordinance

- A. Profitable organizations (individual, partnership, corporation, Limit Liability Company, sole proprietorship, association, joint adventure, estate, trust or any other entity) with contracts with the PBWU that meet the following criteria must comply with the City of Pine Bluff's Living Wage Ordinance:
  - 1. 5 or more employees;
  - 2. Full-time, part-time, seasonal or contracted workers, contingent workers, temp force workers or employment agency designees; and
  - 3. Your annual cumulative contract amount is \$5,000 or more.
- B. The Living Wage Rate is increased each January, so Contractor will contact the City of Pine Bluff for current Living Wage Rate for part-time and full-time employees.
- C. Contractor shall pay employees the Living Wage Rate or more.
- D. Contractors who provide Professional Services, such as Legal, Banking, Architectural, Computer, Engineering, Financial Advisory, Construction Management or Land Surveying are exempt.

#### 5.7 Pine Bluff Occupational Tax Requirements

- A. Contractor shall comply with Pine Bluff City Ordinance 13-72 by acquiring a \$5,000 Surety Bond and paying an occupation tax of \$500.00 plus an additional \$10.00 per tradesman or laborer over one. The occupation tax will be paid to the Pine Bluff City Collector's office at 200 East 8<sup>th</sup> Avenue. Receipt of payment shall be submitted to the Owner prior to commencing work.

#### 5.8 Public Service Announcements

- A. The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a sewer service will be out of service, the Contractor shall provide for bypass pumping of that service so that the customer



may maintain the use of their sewer service. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the effected sanitary sewer and informing them of the work to be conducted, and when the sewer will be out of service. The Contractor shall also provide the following:

1. Contractor shall place one 3"x5" advertisement in the Pine Bluff Commercial to serve as public notification of the contractor's work on this project. The advertisement is subject to the Engineer's review & approval prior to publication. The Contractor is responsible for all costs associated with the advertisement. The advertisement shall run in the Sunday Edition immediately prior to commencing work.
2. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and the telephone number of the Contractor that they can call to discuss the project or any problems which could arise.
3. Personal contact and written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
4. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice

#### 5.9 Working Hours

- A. Preferred working hours shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Legal Holidays. No work will be performed outside of preferred working hours, including weekends, without the written approval of PBWU. Historically, PBWU has endeavored to accommodate reasonable contractor requests for work outside of preferred working hours. No work shall be begun which cannot be completed within preferred working hours.
- B. Legal holidays during which no work shall be performed include New Year's Day, Martin Luther King Jr.'s Birthday, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, and Christmas.

#### 5.10 Traffic Control Requirements

- A. Whenever work on is adjacent to or within avenues of traffic, Contractor shall be responsible for the complete and safe maintenance and control of traffic through the project area.
- B. The Contractor shall supply, erect, and maintain all necessary signs, barricades, cones, lights and other traffic control devices required by federal, state, or local agency responsible for control of the traffic avenue affected.
- C. When directed by PBWU, Contractor shall provide a written maintenance of traffic plan for the project.

- D. Contractor shall keep traffic disruption to a minimum. Contractor shall make all viable efforts to prevent the complete blockage of a traffic avenue and shall utilize detours as a last resort unless otherwise approved by the PBWU and the owner of the traffic avenue.

#### 5.11 Safety Policy

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss of employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders by any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused directly or indirectly, in whole or part, by the Contractor and any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts of any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.
- C. If emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization, shall act to prevent threatened damage, injury or loss. The Contractor will give the PBWU prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved

#### 5.12 Warranty Requirements

- A. Contractor shall warrant and guarantee that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee excludes defects or damage caused by:
  - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, subcontractor, suppliers, or any individual or entity that Contractor is responsible.

2. Normal wear and tear under normal usage.
- B. Warranty period shall be one year from date of Substantial Completion.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents:
1. Observations by PBWU or its representative.
  2. Approval of pay request or any progress or final payment.
  3. Issuance of a certificate of Substantial Completion.
  4. Use of the Work or any part thereof by the PBWU.
  5. Any acceptance by PBWU or any failure to do so.
  6. Any review and approval of shop drawings or sample submittal.
  7. Any inspection, test or approval by others.
  8. Any correction of defective Work by Owner.

### 5.13 Contractor Payment Policy

- A. At least ten (10) days before each progress report payment falls due (but not more often than once a month), the Contractor will submit a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the PBWU, as will establish the PBWU's title to the material and equipment and protect the PBWU's interest therein, including applicable insurance. The PBWU will, with ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment and begin the final processing for payment or return the partial payment estimate to the Contractor, indicating in writing, the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The PBWU will, within ten (10) days of written approval of a partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to ten percent (10%) of said estimate until fifty percent (50%) of the work has been completed. At the fifty percent (50%) completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At fifty percent (50%) completion or at any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten percent (10%) of the value of the Work completed. Upon substantial completion of the Work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for the Work which cannot be completed because of weather conditions, lack of materials or

other reasons which, in the judgment of the PBWU, are valid reasons for noncompletion, the PBWU may take additional payments, retaining at all times, an amount sufficient to cover the estimated cost of the Work still to be completed.

- B. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- C. Prior to Substantial Completion, the PBWU may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- D. The PBWU shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor as the sole responsibility for the care and protection of the Work, or the restoration of any damaged work except such as may be caused by agents or employees of the PBWU.
- E. Upon completion and acceptance of the Work, the PBWU shall issue a certification attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due to the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the PBWU, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- F. The Contractor shall indemnify and save the PBWU or the PBWU's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the PBWU's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the PBWU may, after having notified the Contractor, either pay unpaid bills or withhold them from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment of the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the PBWU to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the PBWU shall be considered as a payment made under the Contract Documents by the PBWU to the Contractor and the PBWU shall not be liable to the Contractor for any such payments made in good faith.
- G. If the PBWU fails to make payment thirty (30) days after approval, 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 the payment is received by the Contractor.

#### 5.14 Submittal Requirements

- A. The Contractor shall provide all shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The PBWU shall promptly review all shop drawings. The approval of any shop drawing shall not release the Contractor from the responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.
- B. When submitted for review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

#### 5.15 Inspection Requirements

- A. The PBWU's Designated Engineer or PBWU Inspector shall be informed at least 24 hours before any construction is commenced on the project. During construction, no sewer pipe or appurtenances shall be backfilled, encased, or permanently covered until inspected by the PBWU or its contracted representative. The project shall be subject to continuous and/or random inspection by the PBWU or its contracted representative. All materials and/or work found to be in non-conformance with the PLANS AND SPECIFICATIONS shall be rejected. A project containing any uncorrected non-conformance materials and/or work will not be accepted by the PBWU.
- B. The Owner shall provide all inspections not required by the Contract Documents
- C. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents.
- D. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested or approved by someone other than the Contractor, the Contractor will give the PBWU timely notice of readiness. The Contractor will then furnish the PBWU the required certificates of inspection, testing or approval.



- E. Inspections, tests, or approvals by the PBWU or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents.
- F. The PBWU and its representatives will, at all times, have access to the Work. In addition, authorized representatives of any agents of any participating Federal, State or local agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- G. If any Work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- H. If the PBWU considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the PBWU's request, will uncover, expose or otherwise make available for observation, inspection or testing as required, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction and an appropriate Change Order shall be issued
- I. When the entire project is ready to serve its intended purpose, the Contractor shall notify PBWU to schedule an inspection for substantial completion. PBWU and the Contractor will jointly inspect the project to determine substantial completion. At that inspection, PBWU will develop a punch list and submit it to the Contractor.
- J. Once the substantial completion punch list is complete, the Contractor shall notify PBWU and schedule a follow up inspection.
- K. After completion of the construction phase, the following items shall be submitted by the Owner/Developer to the PBWU for its review and approval:
  - 1. Testing results.
  - 2. "AS-BUILT" PLANS.
  - 3. CERTIFICATE OF CONFORMANCE.
  - 4. SEWER MAINTENANCE BOND.
  - 5. Any revisions to easements and permits, required for construction.

#### 5.16 Stormwater Pollution Prevention Requirements

- A. Contractor shall comply with the City of Pine Bluff Stormwater Regulations, which are included in Article IV of Chapter 28 of the City of Pine Bluff Code of Ordinances.
- B. If the Work disturbs less than 1 acre, a city stormwater permit is not required. However, the Contractor is required to follow the best management practices for erosion control. The Contractor shall coordinate the review of best management practices with the City of Pine Bluff Code Enforcement staff to ensure compliance with the Pine Bluff Stormwater Regulations. Contractor shall provide submittal information to the PBWU to outline the best management practices and confirm their review by the City of Pine Bluff.
- C. If the Work disturbs more than 1 acre, a city stormwater permit is required. The PBWU will pay all permit fees associated with city stormwater permit fee. The Contractor will be responsible for coordinating the preparation of a stormwater pollution prevention plan for the Work. The stormwater pollution prevention plan will list the PBWU as Owner and the Contractor as operator. The Contractor will submit the stormwater pollution prevention plan to the City of Pine Bluff Code Enforcement for review and approval. After the stormwater pollution prevention plan has been reviewed and approved by the City of Pine Bluff Code Enforcement staff, the Contractor shall coordinate the execution of the stormwater pollution prevention plan by the Manager of the PBWU. Contractor will be responsible for complying with all aspects of the stormwater pollution prevention plan.
- D. Due to its status as Owner, the PBWU will be subject to fines and other enforcement activities if the Contractor does not fully comply with the City of Pine Bluff's Stormwater Regulations. If the PBWU is fined due to the Contractor's actions or inability to comply with these stormwater regulations, the Contractor will be responsible for reimbursing the PBWU for those fines and any reasonable costs associated with responding to the City of Pine Bluff, the Arkansas Department of Environmental Quality and the EPA.

#### 5.17 Policy for Communication with Public or Media

- A. PBWU encourages contractors to maintain and develop good relationships with the media and to promote a positive corporate image through the publication of project information in local newspapers, trade publications, and on social media. Pine Bluff requires an advanced review of all media releases or trade publication stories that relate to PBWU Projects.

#### 5.18 Property Restoration Policy

- A. Contractor will be responsible for the repair of damages to existing PBWU facilities. All repairs shall be made at no cost to the PBWU and property owners. All items such as fences, mailboxes, shrubbery, trees, culverts, lawns, sidewalks, sewers, and etc. which have been disturbed by Contractor's operations will be restored to original condition and usefulness in a timely manner.
- B. Lawn replacement will be with sod or seed and mulch, using Bermuda grass. Contractor may remove existing grass or sod, maintain same, and replace in all disturbed areas to satisfactory condition.
- C. Fences will be restored to their original conditions using the same type of materials that were used in their original construction.
- D. Contractor will store materials and excavations, so as to keep such restoration work to a minimum.

#### 5.19 Public Street Restoration

- A. When necessary to cut a paved city street, the Owner will obtain a permit from the City of Pine Bluff to do the work. The Owner will saw cut the asphalt/concrete street, furnish gravel backfill material to the site, furnish cold mix asphalt to the site for the temporary repair, and be responsible for the permanent street repair.
- B. The Contractor shall excavate the trench/insertion pit, dispose of excavation, install pipe bedding, install backfill, compact trench, and install cold mix asphalt in order to make the street repair suitable for traffic. Contractor shall confine his excavation to within the limits of the saw cut area.