

A. WORK DONE BY OTHERS:

1. City intends to award one contractor for these services. Contractor shall be solely responsible for any and all actions, and the performance of any subcontractors that the contractor uses. Prime contractor may subcontract work according to the laws of the State of California.
2. Contractor must comply with and assume full responsibility at all times for being up-to-date and self-informed regarding all applicable legal requirements and according to the specifications herein.

B. DELIVERING AND STAGING OF EQUIPMENT AND MATERIALS:

1. Materials and equipment needed for this project must be stored at contractor's premises. City has no available on-site storage.
2. Remove, from City facilities, all materials, tools, and equipment immediately after completion of project.

C. SECURITY:

1. Do not admit any persons into the work areas who are not an employee of City, Contractor, or subcontractor.
2. Wear identification at all times, which shall be furnished by the Contractor.

D. SAFETY AND PROTECTION:

1. Take proactive measures to ensure that all persons, life, property, the environment, air, water, and land are adequately protected at all times from any foreseeable, pending, or immediate threats or dangers.
2. Ensure that all employees and all equipment are always operating in the safest possible ways.
3. Provide all MSDS for all hazardous materials used in conjunction with this project.
4. Do not block any traffic lanes during any black out dates unless specifically authorized by City Representative.
5. Ensure that there are an adequate number of personnel to coordinate all safety concerns.
6. Report, immediately, any and all safety concerns, incidents, or accidents to the City Representative.
7. Traffic:
 - A) Perform all work, as required, according to most current WATCH manual.
 - B) Maintain clear ingress and egress areas, sidewalks, vehicle travel lanes, driveways, and the like at all times unless the immediate work prohibits such clearance.

E. NOISE POLLUTION AND DUST CONTROL:

1. Abide by and comply with all local sound control and noise level rule, regulations, and ordinances.
2. Be especially sensitive when conducting any operations or work prior to 7:00 a.m. or after 10:00 p.m.
3. Provide dust control measures when there is an expectation that dust will be generated.
4. Coordinate with the City Representative should circumstances require special consideration as permits may be required.

F. DAMAGES:

1. Protect materials, products, and facilities against damage at all times during project.
2. Affect repairs, at Contractor's sole expense, for Contractor-attributed damages within five days; contractor's failure to make repairs with time allowance, may cause City to affect repairs and charge back Contractor or deduct from invoices due, the repair costs.

G. ENVIRONMENTAL REQUIREMENTS:

1. Comply with all current applicable local, state, and federal regulations and requirements.
2. Transport, store, apply, and dispose of all hazardous materials as required by law.
3. Supply, if necessary, a trash container, for non-hazardous materials only.
4. Ensure that all appropriate measures are taken to fully protect all surfaces, persons, existing improvement, utilities, and adjacent areas before, during, and after work.
5. Remove from the work site and properly dispose of all spent materials, hazardous materials, debris, and the like on a daily basis. DO NOT accumulate waste materials unless City Representative otherwise allows.
6. Do not reuse any removed materials unless City Representative so authorizes.
7. All salvageable materials (manhole / drain covers, manhole rings, grates, etc.) removed from the worksite shall be delivered to the Public Works Yard at 400 E. Vermont Ave. Anaheim, 92805.

H. PREVAILING WAGES (NOT REQUIRED):

1. Under **article XI, section 5 of the California Constitution**, a chartered city 'may make and enforce all ordinances and regulations in respect to municipal affairs, subject only to restrictions and limitations provided in their several charters and in respect to other matters they shall be subject to general laws.' Where a public works project is completely within the realm of the **chartered city's 'municipal affairs,'** then it is **exempted from the California's prevailing wage laws.**
2. According to the City of Anaheim Resolution No. 98R-94 and as "...is defined in Section 1211 of the **Charter of the City of Anaheim...**", Public Works "...excludes maintenance and repair..." This work either is or has been determined by the Public Works Department to **be within the realm of maintenance and repair** and the project is **completely within the realm of City;** therefore, the requirement "...to pay the prevailing rates of wages..." does not apply.

I. LEGAL AND BEST PRACTICE REQUIREMENTS:

1. Be self-informed, abide by, and comply with all, current and applicable, local, county, state, federal or other legal requirements and best practices at all times.
2. Do not cause, allow to be caused, or permit the continuance of any violation of any legal requirements or best management practices.
3. Be responsible and bear all associated costs should any work be performed in contrary to any laws, ordinances, codes, rules, or regulations.
4. Minimize construction-related materials, wastes, spills, or residues to the job site to minimize transport from the site to street, drainage facilities, or adjoining property by wind or runoff.
5. Perform all applicable requirements of the work including, but not limited to: sewer and storm drain repair, storage of materials and stockpiling, staging, vehicle and equipment operation and maintenance, material handling and transportation, pipeline cleaning, etc. in conformance with all applicable Clean Water Act related requirements (commonly known as NPDES regulations).

J. CONTRACTOR'S PLACE OF BUSINESS, EQUIPMENT, EMPLOYEES, SUPERVISOR, UNIFORMS:**1. PLACE OF BUSINESS:**

- A) Maintain an office at a fixed location.
- B) Maintain an assigned telephone number to said office, which shall be listed in the telephone directory under the Contractor's personal name or the legal company name.
- C) Have a capable person employed by the Contractor to be responsible for taking the necessary actions regarding all inquiries and complaints that may be received from the City and/or private citizens during regular work hours at said office.
- D) Provide a telephone number where the Contractor can be reached 24/7/365 for emergency repair work.

2. EQUIPMENT:

- A) Ensure that all contractor vehicles and equipment used in performing work in conjunction with this project are mechanically and operationally sound; have well-maintained exteriors; clean; have well-organized tool racks; bear the contractor's company name, which is to be visible on both sides of the vehicle; have current California registrations and licenses.
- B) Furnish, provide, and operate, at contractor's sole expense, mobile phones and email communications to the supervisor(s).
- C) Replace, immediately, any equipment that does not meet the foregoing as may be determined by in the City Representative's sole discretion.

3. ALL CONTRACTOR EMPLOYEES:

- A) Ensure that all contractor employees performing work in conjunction with this project are always courteous, professional, competent, ordering, temperate, non-objectionable; do not cause any undue disturbances; have a well-groomed appearance including no visible tattoos or body piercing; and wear professional well-maintained uniforms and safety vests.
- B) Replace, immediately, any employees who do not meet the foregoing as may be determined by in the City Representative's sole discretion.
- C) Communicate in English.

4. WORKERS:

- A) Provide workers who are fully trained and knowledgeable in all aspects of these requirements.
- B) Ensure that all workers, who perform work on this contract, have demonstrable skills appropriate to the required work, which may include any combination of, but not be limited to, the following:
 - 1) Basic knowledge, experience, skills, and abilities in general labor, sewer and storm drain repair, installation, and maintenance practices, confined space procedures, and street safety procedures to ensure that all requirements of the bid specifications are met at all times.
 - 2) General maintenance, minor repairs, and acts as liaison with other maintenance personnel and public safety officials.
- C) Ability to provide clear information to the public.
- D) Participate in safety meetings to ensure all regulations and codes are met.

5. SUPERVISOR:

- A) Provide a supervisor who is fully trained and knowledgeable in all aspects of these requirements.
- B) Ensure that the supervisor has demonstrable skills including, but not limited to the following:
 - 1) Basic principles of supervision, directing, and planning, controlling, training, and appropriate safety procedures.
 - 2) Ability to safely direct the work of crews engaged in maintenance activities in a high vehicle and pedestrian traffic area.
 - 3) Effectively supervise, train and evaluate employees.
 - 4) Learn and apply all applicable safety regulations and procedures to ensure a safe environment for the public and employees.
 - 5) Ability to read general blue prints.
- C) Ensure that the supervisor has the authorization to sign documents and/or effect changes to the work being performed.
- D) Ensure that the supervisor is equipped with a fully-charged mobile telephone to enable immediate contact by City Representatives.

- E) Ensure that the supervisor tours the work site(s) with a City Representative on an as-needed basis for the purpose of determining compliance with these specifications or to discuss required work.
- F) Communicate in English, verbally and in writing.

6. UNIFORMS:

- A) Furnish and provide all required uniforms at Contractor's sole expense
- B) Ensure that all uniforms are a complete unit and are fitted properly (i.e. no oversized clothing) to each employee.
- C) Ensure that those uniforms and safety vests are well-maintained at all times; cleaned and pressed daily with no rips, tears or permanent stains present.

K. REFERENCES:

1. National Pollutant Discharge Elimination System (NPDES): Anaheim Municipal Code; Title 10 Public Service and Utilities; Chapter 10.09. All applicable sections including, but not limited to: no polluted discharge shall be allowed to reach or shall be washed to the street or storm drain system including the following: sidewalk or street wash-water, landscape materials or related debris, trash or litter, street sweeping debris or water.
2. California Storm Water Quality Association's Storm Water Best Management Practice Handbook (Construction and Municipal) available at <http://www.cabmphandbooks.com> . All applicable sections including, but not limited to: NS-3, NS-6, NS-12, NS-13, SC-33, SC-34, SC-70, SC-74, SC-74, SC-75, SC-76, and WM-4, WM-9, WM-10.
3. WATCH – Work Area Traffic Control Handbook.
4. Standard Specifications for Public Works Construction, 2009 Edition (The "Greenbook").
5. Standard Plans for Public Works, 2009 Edition.
6. Note that materials and/or workmanship shall meet or exceed the above referenced standards.

L. AUDIT REQUIREMENTS:

1. City reserves the right to periodically inspect and audit the Contractor's accounting procedures and supporting documentation in conjunction with the performance of the bid specifications.
2. City will notify Contractor in writing of any such requested audit.
3. City will inspect and audit in a reasonable manner and at City's expense.
4. Contractor must fully cooperate with any such audit(s).
5. City will notify Contractor in writing of any exception taken as a result of an audit.
6. If an audit, in accordance with this article, discloses overcharges (of any nature) by the Contractor to the City of the value of that portion of the Agreement that was audited, the actual cost of the City's audit shall be reimbursed to the City by the Contractor.

M. PAYMENTS:

1. Note that payments will NOT be made for any unsatisfactory work until the work deficiencies have been fully corrected.
2. Note that City may exercise the following measures should Contractor fail to correct any deficiencies within 5 calendar days of notification:
 - A) Deduct amount from the Contractor's payment required to correct the deficiency.
 - B) Utilize City forces or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.