

A. SCOPE OF WORK: general

1. The desired outcome of the performance of the work is to provide sewer and storm drain infrastructure repairs (pipes, manholes, catch basins, etc.) throughout the City of Anaheim to be requested on an as-needed basis.
2. The performance of the work must be done according to the bid specifications, the Standard Specifications for Public Works Construction- 2009 Ed., the Best Maintenance Practices (BMP), and in a professional and thorough manner.
3. The City will provide any maps, diagrams, and / or plans that may be needed to complete the work assigned under these specifications.

B. HAZARDOUS & NON-HAZARDOUS MATERIAL SPILLS: immediately

1. Report, immediately to City Representative, any suspected or known hazardous and non-hazardous spills.
2. Report, immediately to the City Representative, any overflow or release of raw sewage from the sanitary sewer system. The Contract shall contain any overflow or release of sewage that occurs during work performed under these specifications.
3. Submit report to City Representative by the next business day detailing the event.

C. WORK DESIGNATIONS: emergency / standard / scheduled**1. GENERAL:**

- a. Work performed under this contract will fall into three designations: emergency, standard, and scheduled.
- b. Each work designation has an associated maximum time for the contractor to mobilize and begin work.

2. EMERGENCY:

- a. **Description:** Work in this designation may include, but not be limited to, removing pipe obstructions, repairing pipe failures, assisting City staff in sewer spill responses, or other work designated as an emergency by the City.
- b. **Notification:** City staff will notify the contractor of emergency repairs via a 24-hour telephone number, as provided by the Contractor. The City will notify the Contractor of the nature of work during the notification call. NOTE: The Contractor shall provide a telephone/ pager number where the City can reach the Contractor 24/7/365.
- c. **Response Time:** will include a two hour maximum mobilization time, and a one hour maximum response to the location to begin work. Contractor shall confirm mobilization within half an hour (30 minutes) of being notified by the City.

3. STANDARD:

- a. **Description:** Work in this designation may include, but not be limited to, pipeline point repair / replacement, catch basin repairs (including cross bars and grates), manhole repairs, installing manhole covers and rings, confined space entries, sewer line cleaning, and CCTV inspections.
- b. **Notification:** The City will notify the contractor of standard work via telephone and / or fax to the Contractor's office. The Contractor may provide a direct number to their Authorized Representative to assign work, if preferred.
- c. **Response Time:** The Contractor will have a maximum of 72 hours to mobilize and respond to the assigned work location.

4. SCHEDULED:

- a. **Description:** Work in this designation may include, but not be limited to, installing prefabricated manholes and catch basins, cured-in-place pipe (CIPP) lining, trenchless pipe-bursting, and remove and replacing pipelines
- b. **Notification:** The City will notify the Contractor of scheduled work via telephone and / or fax to the Contractor's office.
- c. **Response:** The Contractor will have a maximum of ten (10) working days to mobilize and respond to the location of the assigned work. Due to the nature and complexity of the work which may fall into this category, the City and Contractor may mutually agree on a date to begin work that falls outside the ten (10) day period.

D. CHANGES IN WORK:

1. Any City-required additions of work will be within the specific or directly related scope of work as contained in the bid specifications and shall be performed in accordance with applicable requirements and recognized industry standards with the use of first quality materials and workmanship and at the hourly rates on the PRICE SHEET and at the agreed-upon times.
2. Any City-required deletions of work will be reduced based on the hourly rates and as provided on the PRICE SHEET and required by City.

E. SERVICE-LEVEL INSPECTIONS:

1. Contractor supervisor and a City Representative shall tour work sites as needed, or at the request of the City.
2. Contractor shall affect all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from City.

F. LIQUIDATED DAMAGES:

1. Note that force majeure applies only when delays are clearly beyond the control of or could not have been anticipated by Contractor. City will grant an extension in time equivalent to the exact number of working days that were caused by the force majeure incident(s).
2. To ensure that the Contractor performs all of the required work and by the time required per bid specifications and since City cannot accurately determine the exact amount of a given deficiency, City will assess liquidated damages for all work performance deficiencies. The Contractor shall pay to the City, or have withheld from monies due it, the sum of \$250.00, for each work performance deficiency.
3. City will notify Contractor both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Should the Contractor fail to correct any deficiencies within three business days, the City may exercise the following measures:
 - a. Deduct from the Contractor's payment the amount necessary to correct the deficiency.
 - b. Withhold payment.
 - c. Utilize City forces or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead not to exceed 15%.
4. The above amounts are cumulative.
5. City has the sole right to waive any liquidated damages without regards to any and all precedents wherein City may have waived past violations.
6. After second recurring violation contractor shall meet with City Management representative to discuss deficiency issues and a subsequent correction notice will be issued; additional liquidated damages may apply.
7. After third recurring violation contractor shall meet with City Management and City of Anaheim Purchasing to discuss violations and remedies including additional liquidated damages, suspension or termination of contract for failure to meet contract obligations.