

**A. RESPONSE TIMES:**

1. **Rush: 24-hour** response for anything that is or could cause moderate cost or loss, but not an immediate threat of loss to life or property. This response time also includes damages caused directly by Contractor or subcontractor and or through Contractor or subcontractor negligence.
2. **Routine: 10 working days** response for anything that needs attention prior to the next scheduled activity, but has no immediate cost or threat of loss.
3. **Scheduled Activity** response in a timely fashion to agreed-upon activities.
4. **Failure by Contractor to respond within the above response times is subject to liquidated damages per TABLE: LIQUIDATED DAMAGES.**

**B. PRODUCT SPECIFICATIONS:**

1. City is interested in protecting the environment, as such, City desires that "green" products be used whenever possible.
2. The performance of the work must be done according to the bid specifications, the Best Maintenance Practices (BMP), and in a professional and thorough manner.

**C. SUBSTITUTIONS:**

1. If specific type of material is specified, substitutions are not allowed without City Representative's approval.
2. Whenever substitutions are allowed provide product data sheets to City Representative.
3. Contractor shall replace any substandard substitutions at Contractor's sole expense.

**D. SPECIFICATIONS CONFLICT:**

1. All applicable laws, ordinances, codes, and local building codes shall govern over any drawings, over City of Anaheim written specifications, referred to specifications.
2. Any issued addendums as part of the bid specifications shall govern over its predecessor.
3. Drawings shall govern over City of Anaheim written specifications; City of Anaheim written specifications shall govern over all referred to specifications such as the current edition of the "Greenbook", Standard Specifications for Public Works Construction.
4. City Representative will determine precedence in the event of any conflict or ambiguity with the preceding.

**E. CHANGES IN WORK:**

1. Perform any City-required additional directly related work per the bid specifications according to BMP at the prices as provided on the PRICE SHEET and at the agreed-upon times.
2. Note that any City-required deletions will be reduced by the prices as provided on the PRICE SHEET.

**F. WORK SCHEDULES:**

1. Perform all work per the Maintenance Schedule and as required elsewhere in the specifications.
2. Provide a written schedule, to City Representative, at least five working days prior to the scheduled work for routine work. Contractor will be provided maximum latitude in establishing work schedules that correspond to the manpower requirements and related resources. Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed and as directed by the City Representative.
3. Note that failure to notify City Representative of a change and/or failure to perform tasks during a scheduled week may result in a liquidated damages (TABLE: LIQUIDATED DAMAGES) being assessed against the Contractor.
4. Note that City Representative reserves the right to request additional work, inspections, repairs, and the like to be performed based upon an agreed-upon schedule.

5. Coordinate schedule changes due to inclement weather or black-out dates, times, and areas.

**G. SERVICE INSPECTIONS:**

1. Tour all designated work areas with the City Representative to review, identify, photograph, map by quadrant location, and document any areas requiring corrective action.
2. Perform the above prior to the start of the contract, during other scheduled times, and at least 60 days prior to the expiration of the contract.
3. 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.

**H. PUBLIC RELATIONS: at all times**

1. Provide courteous interactions, directions, information, and referrals to all visitors, property owners, Police Officers, other City employees, or related agencies within the Designated Work Areas.
2. Note that all Contractor personnel must speak English sufficiently well enough to be able to interact verbally with all persons with whom they may come in contact in performing the requirements of these bid specifications.

**I. PUBLIC NUISANCES: immediately**

1. Report, immediately to City Representative, any public nuisances, undesirable and illegal behavior including, but not limited to the following: aggressive panhandling, public urination/defecation, sleeping or camping in inappropriate locations, vandalism, prostitution, loitering, graffiti, petty theft, intrusive or harassing behavior, and any unusual conditions.
2. Cooperate fully with all authorities regarding any investigations of the preceding activities.

**J. HAZARDOUS & NON-HAZARDOUS MATERIAL SPILLS: immediately**

1. Report, immediately to City Representative, any suspected or known hazardous and non-hazardous spills.
2. Submit completed written report to City Representative by the next business day.

**K. MEETINGS:**

1. Ensure that all meetings are documented and a corresponding action list is generated, initiated, and completed by the time required.
2. Are submitted in the time required, in the method required, and on the forms required.
3. Purpose: to address immediate issues regarding: Safety, Injury, or Damage; Public Nuisances; Business Interactions; Work Performance Delays; Repair or Maintenance issues; and other issues of immediate concern.
4. Held on: as needed.
5. Location: work site or at City offices as appropriate.
6. Attendees: Contractor Supervisor and or Contractor Management Representative as appropriate to the nature of the meeting.

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**L. 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 (TABLE: LIQUIDATED DAMAGES) for all work performance deficiencies.
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, for example: Meetings attendance; should contractor fail to meet for four weeks and the monthly meeting, then Contractor would be assessed four weekly violations of \$250.00 each occurrence for \$1,000.00 and for one monthly violation of \$250.00 for each occurrence for a total of \$1,250.00.
5. City has the sole right to waive any liquidated damages (TABLE: 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 (TABLE: 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 (TABLE: LIQUIDATED DAMAGES), suspension or termination of contract for failure to meet contract obligations.

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**M. TABLES:****1. TABLE: LIQUIDATED DAMAGES:**

Note that the liquidated damages may be in addition to other remunerations stated elsewhere in the bid specifications. Failure to respond in the required time or the incurrence of a violation will result in liquidated damages as follows:

LN	VIOLATION	AMOUNT
1	Rush response: 24-hr	\$250.00 per occurrence
2	Routine response: 10 working days	\$150.00 per occurrence
3	Defective Material Replacements: 5 working days	\$250.00 per occurrence
4	Required Work: missed or late (other than above)	\$250.00 per occurrence
5	Safety violation:	\$500.00 per occurrence
6	Damages violation:	\$500.00 per occurrence

**2. TABLE: HOLIDAY:**

Note that any work permitted by City during holidays and performed by Contractor are not subject to any premium (overtime, etc.) rates.

LN	DATE	EVENT
1	January 1	New Year's Day
2	Third Monday in January	Martin Luther King's Birthday
3	Third Monday in February	President's Day
4	Last Monday in May	Memorial Day
5	July 4	Independence Day
6	First Monday in September	Labor Day
7	November 11	Veteran's Day
8	Fourth Thursday in November	Thanksgiving Day
9	Friday	after Thanksgiving
10	December 25	Christmas Day

**3. TABLE: LABOR RATES, DAYS, AND HOURS:**

Note that, if applicable, the rates apply per the days and hours below regardless of Contractor's normal hours of operations;

LN	DESCRIPTION	DAYS	HOURS
1	LABOR: REGULAR TIME	M, T, W, Th, F	8:00 A.M. TO 5:00 P.M.
2	LABOR: OVERTIME	M, T, W, Th, F	4:00 A.M. TO 8:00 A.M.
		M, T, W, Th, F	5:00 P.M. TO 9:00 P.M.
		Sa	8:00 A.M. TO 5:00 P.M.
3	LABOR: DOUBLE-TIME	M, T, W, Th, F	9:00 P.M. TO 4:00 A.M.
		Sa	5:00 P.M. TO 8:00 A.M.
		Su, holidays	ALL DAY