

A. WORK DONE BY OTHERS:

1. 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. Do not store any materials and equipment needed on-site unless specifically authorized by the City Representative. Public health and safety related to delivered materials is the sole responsibility of the contractor.
2. Remove, from City facilities, all materials, tools, and equipment immediately after completion of work, unless specifically authorized by the City Representative.

C. SECURITY:

1. Do not admit any person into the work areas who is 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 perform any work during any black out dates unless specifically authorized by City Representative.
5. Ensure that there are adequate personnel to coordinate all safety concerns.
6. Report, immediately, any and all safety concerns, incidents, or accidents to the City Representative.
7. Take all necessary precautions to protect the public, especially children, from the hazards of open excavations, or as directed by the City Representative.

E. 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 persons, property, work, and adjacent areas that are in, near, or within possible sphere that could be affected by the work 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.

F. 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.

G. TRAFFIC CONTROL:

1. Perform all work, as required, according to most current WATCH manual.
2. Maintain clear ingress and egress areas, sidewalks, vehicle travel lanes, driveways, and the like at all times unless the immediate work prohibits such clearance.
3. Do NOT have any traffic delineation and do NOT close any traffic lanes between the hours of **7:00 a.m. and 7:00 p.m.** without prior authorization by the City Representative.

H. DAMAGE CONTROL:

1. Protect materials, products, facilities, utilities, and the like against damage at all times during work performance.
2. Affect repairs, at Contractor's sole expense, for Contractor-attributed damages within 24 hours of the damage occurrence, except utility lines, which shall be repaired the same working day; 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, plus an administrative charge not to exceed 15%.
3. Verify and locate any underground systems (i.e. utility lines) and take all reasonable precautions when working in the Designated Work Areas.
4. Contact Underground Alert **at least 2 working days prior to digging for line locations.** Any damage or problems shall be reported immediately to the City Representative. If the Contractor discovers something unexpected or a unique problem occurs, he should stop work and immediately contact City Representative for a timely resolution of the problem.
5. Do not perform any work upon private property without the consent of the property owner and City Representative.
6. Affect repairs on private property in accordance with the appropriate building code under permits issued by the City of Anaheim.
7. Restore the areas to their original state, which includes, but is not limited to removal of all paint markings, stakes, and metal tags.

I. 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.

J. OPERATIONS:

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1. **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; and always wear the appropriate 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.
 2. **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 guests and employees.
 - 5) Ability to read general blue prints.
 - 6) Ability to effectively communicate in verbal and written form in order to solve issues.
 - 7) Speak, read, and write English.
 - 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 Designated Work Areas with a City Representative on an as-needed basis for the purpose of determining compliance with these specifications or to discuss required work.
 3. **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 appropriate skills for the work.
 - C) Ability to provide clear information to the public.
 - D) Participate in safety meetings to ensure all regulations and codes are met.
 4. **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 Representative and/or private citizens during regular work hours at said office.
 5. **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, all equipment required to perform the work as required per the specifications.
- C) Furnish, provide, and operate, at contractor's sole expense, all communication devices (mobile phones) to the supervisor(s).
- D) Replace, immediately, any equipment that does not meet the foregoing as may be determined by in the City Representative's sole discretion.
- E) Factor all costs of all equipment requirements into the appropriate line items of the price sheets.

6. WORK LOCATIONS NOTIFICATIONS:

- A) Notify City Representative, on a daily basis, when the contractor will be working within the Designated Work Areas.
- B) Make these notifications by telephone, cell phone, fax, or by weekly written schedules.

K. 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. Perform all applicable requirements of the work including but not limited to: landscape maintenance, storage of materials and stockpiling, staging, vehicle and equipment operation and maintenance, material handling and transportation, sidewalk cleaning, etc. in conformance with all applicable Clean Water Act related requirements (commonly known as NPDES regulations). These requirements include but are not limited to adherence to the following:
 - A) California Storm Water Quality Association's Storm Water Best Management Practice Handbook (Construction and Municipal). Particular attention shall be paid to those BMP's which address activities that will be performed under this contract, which include but are not limited to the following: NS-1, NS-2, NS-7 and SC-11, SC-30, SC-41, SC-43, SC-70, SC-71, SC-73, SC-74, SC-75. (Contact <http://www.cabmphandbooks.com> for documents)
 - B) Anaheim Municipal Code Section 10.09 (in particular, 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).
 - C) Other applicable State and Federal Water Quality Regulations.
4. Be responsible and bear all associated costs should any work be performed in contrary to any laws, ordinances, codes, rules, or regulations.

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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. TERMINATION:

1. If, in the opinion of Anaheim, Contractor fails to perform or provide prompt, efficient service, ANAHEIM shall have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Contractor for the value of actual work satisfactorily performed to the date of termination.
2. ANAHEIM shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Contractor for the value of actual work satisfactorily performed to the date of termination.
3. This rights are in addition to any other rights that City may have available.

N. 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 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 after receipt of notification, 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. Liquidated damages are cumulative, for example: Meetings attendance; should contractor fail to meet for over a month, 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 2nd recurring violation, contractor must meet with City Management to discuss deficiency issues and a subsequent correction notice will be issued; additional liquidated damages may apply.
7. After 3rd recurring violation, contractor must 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.