

**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 may not be stored on-site. 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 project.

**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. Ensure that there are an adequate number of personnel to coordinate all safety concerns.
5. Report, immediately, any and all safety concerns, incidents, or accidents to 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 surfaces, persons, and adjacent areas before, during, and after work including but not limited to: walls, floors, ceilings, articles, persons, property that are in, near, or within possible sphere that could be affected by the 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.

**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. 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.

**K. 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.

**L. 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.
5. 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.

**M. OPERATIONS:**

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; have a well-groomed appearance; 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.

**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 daily maintenance problems.
- 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 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 to ensure that all requirements of the bid specifications are met at all times.
  - 2) General maintenance, minor repairs, and act 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.

**4. 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 are well-maintained at all times; cleaned and pressed daily with no rips, tears or permanent stains present
- D) Uniforms are to be worn at all times by employees who are performing work in the Designated Work Areas.

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**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's crews will be working within the Designated Work Areas.
- B) Make these notifications by telephone, cell phone, fax, or by weekly written schedules.

**7. 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. Provide an Email address.
- 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.