

**BID #7162: SPECIFICATION #1 - ATTACHMENT A: SPECIFIC TERMS AND CONDITIONS
FURNISH & INSTALL: CONTROLLERS: AIR AND FUEL RATIO**

A. BIDDER'S QUALIFICATIONS:

1. Review the specifications thoroughly and be familiar with the requirements contained herein.
2. **Submit, with the bid, a copy of valid State of California Contractor's License(s) and required Certificates** with the bid that is appropriate to the work described herein; your attention is drawn to the Contractors State License Board; Business & Professions Code, Division 3, Chapter 9. Contractors, Article 4. Classifications, <http://www.cslb.ca.gov/General-Information/library/licensing-classifications.asp>;
Note that bidder must submit either of the following:
 - A) C10 *Electrical Contractor* and;
 - B) Any other contractor's licenses that are required by State Law for this type of work.
3. **Submit, with the bid, at least three references** of similar size and nature corresponding to this requirement, include: Company Name and Address; Contact Name, Phone and Fax numbers, email address; size and nature of the project. Note that any negative references will eliminate bidder from further consideration.

B. PROJECT DURATION AND WORK DELAYS:

1. Based on the date that the award/notice to proceed is issued the work must be completed no later than 15 calendar days after receipt of materials.
2. Maximum Number of Calendar Days to Complete Project: are the maximum number of days that your company is stating that you can complete all the requirements as contained herein.
3. 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).
4. Liquidated Damages of \$250.00 per business day will apply after the maximum number of calendar days has been exceeded; refer to the Work Delays and the Liquidated Damages clauses for additional requirements.

C. WORK DONE BY OTHERS:

1. Awarded contractor must submit a list of subcontractors that may be performing any work as described herein to City representative.
2. Notify, City representative, of any changes in subcontractors.

D. ENVIRONMENTAL REQUIREMENTS:

1. Comply with 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. 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.
5. Notify, immediately, City representative, upon discovery of, or suspicion of, any additional hazardous materials.

**BID #7162: SPECIFICATION #1 - ATTACHMENT A: SPECIFIC TERMS AND CONDITIONS
FURNISH & INSTALL: CONTROLLERS: AIR AND FUEL RATIO**

E. SAFETY:

1. Ensure that all applicable safety standards are enforced at all times.
2. Maintain clear access to all entries and exits.

F. SECURITY:

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

G. 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 14 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, repair costs.

H. WARRANTY:

1. Note that the warranty period begins after the final inspection and City's acceptance of the project.
2. Provide everything necessary including without limitation: labor, material, and equipment to replace or repair any defective installation and or manufacturer's defect within one year from completion at no additional cost to the City.
3. Respond within three business days to emergency in-warranty repairs and within ten business days to routine in-warranty repairs.