

**SECTION 00800**  
**SUPPLEMENTARY GENERAL CONDITIONS**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

In general, the Work consists of application of a fluid applied membrane, installation of new tapered insulation, installation of a modified bitumen roof system and single-ply modified bitumen roof system as shown on the L-527 College Complex Sector 13 Roof Replacement drawings and specifications prepared by Steelhead Engineering. Refer to Terracon hazardous material report dated 8/28/15 regarding existing roof and Salas O'Brien Air Handling Unit Replacement drawings for reference. Demolition work will be completed by others. Roof must be protected from water intrusion during adverse weather conditions. Work to be coordinated with mechanical contractor and be substantially complete by July 9, 2018 to allow completion of mechanical work. The project is located at Los Medanos College, 2700 East Leland Rd., Pittsburg, CA.

**1.2 REFERENCES**

- A.** The publications listed below form a part of this specification by reference.
1. Current California Occupational Safety and Health Act Regulations
  2. Current California Occupational Safety and Health Construction Safety Orders
  3. This work will be contracted using the District's Short Form Construction Agreement; See Section 00600.

**1.3 SUBMITTALS**

- A.** Provide submittals in the format, and as described below:
1. **Submittals shall be submitted to the District, electronically in PDF format, within three (3) Calendar Days from the Notice to Proceed, except as otherwise noted.**
  2. Submit three (3) original (not less than 8-1/2" x 11", nor more than 30" x 42") wet-signed, and one (1) color PDF file for submittals that require shop drawings, unless otherwise directed by District and accepted by the Electrical Engineer.
  3. Submittals that require local and State agency approval, shall conform to this Specification and the requirements of the local or State agency.
  4. District will review and provide a response to submittals within three (3) calendar days (excluding holidays). Submittals that include design documents prepared by a licensed California Engineer will be submitted for the District's records. Any District review and response to the Contractor's design documents by a licensed California Engineer will be for format and general compliance only. Contractor and

Contractor's licensed California Engineer are responsible for compliance with all applicable State of California codes, laws and regulations applicable to this project.

- B. Provide submittals for all equipment, if any, listed on the drawings.
- C. The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The District will only pay for Work installed at the Site.
- D. CPM construction schedule shall be submitted within three (3) work days from the Contract Award date. District and Contractor shall meet and review the schedule. The Notice to Proceed will not be issued until the District accepts the schedule, or accepts it with conditional changes. Below are the minimum activity types that shall be included in the schedule:
  - 1. Contractor Submittals
  - 2. Submittal Reviews by District
  - 3. Procurement and Fabrication
  - 4. Construction activities corresponding to the Schedule of Values
  - 5. Substantial Completion Milestone
  - 6. Project Closeout activities.
  - 7. Final Completion Milestone
- E. Submittals are for review of conformance with the requirements of the Contract.

#### **1.4 SUBSTITUTIONS.**

- A. *One Product Specified.* Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific material, product, thing or service, or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, product, thing or service desired and shall be deemed to be followed by the words "or equal" unless the Contract Documents specify "no substitution allowed", "no equal", "no equivalent", or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 1.3.F.3, the Contractor may, unless otherwise stated, within three (3) work days after the bid opening, submit a substitution request for any material, product, thing or service, which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.
  - 1. *Products Specified which are Commercially Unavailable.* If the Contractor fails to make a request for substitutions for products, within three (3) work days after bid opening, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be

required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or guaranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract sum should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the District, DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

**B. Substitution Request Form.** Requests for substitutions of materials, products, things or services in place of a Specified Item must be submitted to the District in writing on the District's Substitution Request Form ("Request Form") within three (3) work days after bid opening, except as provided for in Paragraph 1.3.F.1.

1. The Substitution Request Form must be accompanied by evidence as to whether the proposed substitution: [Attach Substitution Request Form at end of Section 00800]
  - (a) Is equal in quality/service/ability to the Specified Item;
  - (b) Will entail no changes in detail, construction, and scheduling of related work;
  - (c) Will be acceptable in consideration of the required design and artistic effect;
  - (d) Will provide no cost disadvantage to the District;
  - (e) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
  - (f) Will required no change of the construction schedule.
2. In completing the Substitution Request Form, the bidder shall state, with respect to each requested substitution, that the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District, and waives all rights to submit a claim.

**C. After Bid Opening.** After bids are opened, the apparent lowest bidder shall provide, within three (3) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Design Consultant and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

1. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed though a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or guaranty or other assurances of adequate performance of the substitution. Any and all risks of

delay due to approval by the District, DSA or any other governmental agency having jurisdiction shall be on the bidder.

2. If the Design Consultant and District accept a proposed substitution, the Contractor agrees to pay for all District expenses, including but not limited to Division of the State Architect fees, engineering and design services, compensation to the Design Consultant for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Contractor Provided Materials: The Contractor provided materials shall include any associated equipment and appurtenances required for performing the contract properly and in accordance with the equipment manufacturer's literature.
- B. All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.

## **PART 3 - EXECUTION AND RELATED REQUIREMENTS**

### **3.1 GENERAL**

- A. Work Restrictions: Noise generating activity such as drilling for anchor bolts needs to occur prior to 8 AM.
- B. Scheduling and Coordination: Before commencing work on a specific area, the Contractor shall confirm that all requirements have been met pertaining to scheduling of the work. The Contractor shall further determine that all required notices have been given. Work is to be coordinated with Mechanical contractor that will be working on site, with a June 14<sup>th</sup>, 2018 start and substantial completion by July 9<sup>th</sup>, 2018, ready for mechanical work to continue. Patch at temp units to be completed July 20<sup>th</sup> to July 24<sup>th</sup>, 2018. Sheet metal work to be complete at Final Completion.
- C. Scheduling and Sequence of Work: The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the campus activity. Prior to beginning any work, the Contractor shall meet with the District and the Contractor's schedule shall be approved as noted in Article 1.3D above.
- D. Interruption of Utilities Services: Interruptions shall be kept to a minimum, and shall be at such times and duration as approved ahead of time by the District. No interruption shall occur unless scheduled with the District, and approved in advance as to time and duration of such interruption. No utility interruptions that impact building operation during classes will be allowed, and these types of interruptions, if any, shall be scheduled for after normal hours when classes are not in session.
- E. Material, equipment, tools and workmen shall be scheduled and delivered to the Site in a timely manner to avoid delay in the work. Materials provided shall be inspected by the

Contractor to make certain they are in compliance with the specifications and are free from defects and damage.

- F. Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices for all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. And all work on this contract shall comply with all Local, State, and Federal Environmental Laws.
- G. Incidental Work: Minor incidental materials and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be provided without additional cost to the District.
- H. Administrative Forms: District shall provide its standard forms for use by Contractor.

### **3.2 EXISTING CONDITIONS & DRAWINGS**

- A. See Section 00210, Information Available to Bidders for documents available for review by the Contractor and its subcontractors prior to and after bid.

### **3.3 FIELD VERIFICATION AND MEASUREMENTS**

- A. Contractor shall field verify existing conditions above ground and also below ground prior to demolition and trenching activities. Contractor review its plan of work with the District prior to commencing demolition or trenching activities.

### **3.4 WORK BY CALIFORNIA LICENSED ENGINEER**

- A. No work by a California licensed Engineer employed by the Contractor is anticipated for this project.
- B. Note that modifications to existing building structures, fire systems, or ADA changes, if any are discovered during the course of construction, will require DSA approval. Contractor will be granted a non-compensable time extension for the duration it takes to obtain DSA approval. A change order will be negotiated for added direct labor field construction costs, if any.

### **3.5 SITE WORK**

- A. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the District. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new.
- B. Dust and Debris Control: Prevent the spread of dust and debris generated by the Work, and avoid the creation of a nuisance or hazard in the surrounding area. Waste and debris resulting from the Work being performed shall be removed on a daily basis. Promptly remove, and legally dispose of all debris to an offsite location.
- C. Hazmat Work: The Contractor shall notify the District immediately if unforeseen hazardous materials are discovered during the course of construction. Contractor shall remove said hazardous materials as required by law, and a change order will be issued for the cost to remove and legally dispose of said materials.
- D. Unforeseen Repairs: Not used.

- E. Disposal of Equipment and Materials: Contractor is responsible for removal and disposal of all construction debris.

### **3.6 PROJECT CLOSEOUT REQUIREMENTS (After Substantial Completion & Before Final Completion)**

- A. Refer to the Drawings listed in Section 00010, Table of Contents for requirements, and these Supplementary General Conditions.
- B. Provide final clean-up of Site prior to Final Completion.
- C. Warranty
  - 1. The Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty and guaranty to District includes, but is not limited to the following representations:
    - a. In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the Certificate of Substantial Completion date issued by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
    - b. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
    - c. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.
    - d. This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.

2. Format - All Warranties/Guaranties and shall include:
  - a. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
  - b. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.
3. Preparation
  - a. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Certificate of Substantial Completion date of the applicable Work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
  - b. Contractor's Response to Construction Warranty and Guaranty Service Requirements: Following oral or written notification by the District, respond to construction warranty and guaranty service requirements within 24 hours, or earlier in case of emergency.
4. Warranty and/or Guaranty Tags
  - a. At the time of installation of mechanical equipment or other major system elements, tag each warranted or guaranteed item with a durable, oil and water resistant tag approved by the District. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:

**WARRANTY/GUARANTY INFORMATION – [insert project number and name on actual tag]**

- a. Type of product/material \_\_\_\_\_.
- b. Model number \_\_\_\_\_.
- c. Serial number \_\_\_\_\_.
- d. Contract number \_\_\_\_\_.
- e. Warranty/Guaranty period \_\_\_\_\_ (months) from \_\_\_\_\_ to \_\_\_\_\_.
- f. Inspector's signature \_\_\_\_\_.
- g. Construction Contractor \_\_\_\_\_.  
Address \_\_\_\_\_.  
Telephone number \_\_\_\_\_.
- h. Warranty or Guaranty contact \_\_\_\_\_.  
Address \_\_\_\_\_.  
Telephone number \_\_\_\_\_.
- i. **WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.**

### **3.7 PROJECT AS-BUILT**

- A.** Contractor shall dedicate one complete full size set of the Contract Drawings and one complete Project Manual for use in documenting as-built conditions, including but not limited to; RFIs, ASI, PCOs and Change Order.
- B.** Contractor shall submit to District in hard copy one original and two copies of all Project As-Built Documents. In addition, one electronic copy shall be submitted to District. District reserves the right to require resubmittal in accordance with these Supplementary General Conditions if the documents are inaccurate or incomplete, or otherwise fail to meet the requirements of these Contract Documents.
- C.** Electronic Media Format: Electronic media format for all Project As-Built Documents shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM or flash drive.

### **3.8 TIME OF COMPLETION**

- A.** See Section 00300, Bid Proposal Form for specific requirements to complete the Work. Time requirements are also included in Section 00600, Construction Agreement.
- B.** Substantial Completion: The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District may occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- C.** Remaining Work after Substantial Completion: If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.
- D.** Final Completion: The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punch list Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

**END OF SECTION 00800**