

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

1. SUMMARY

This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

A. Supplement to Paragraph 7.1 General Conditions, Section 00700

7.1 Swinerton Management & Consulting Inc. is the District's Representative. References to "Owner's Representative", "District Representative", "Construction Manager", "Project Manager", "Program Manager", or similar phrases refer to Swinerton Management & Consulting Inc.

B. Supplement to Paragraph 8.2.A General Conditions, Section 00700

8.2.A Swinerton Management & Consulting Inc. is the District's Project Manager. Contractor shall coordinate all activities at each campus site as directed with that site's Swinerton Construction Manager:

Cañada College: Doug Henry
College of San Mateo: Ellen O'Leary
Skyline College: Anne Daley

C. Supplement to Paragraph 15 (Time Allowances)

1. A new Paragraph 15.2.I, reading in full as follows, is hereby added

15.2.I.1 See Section 01010 (Summary) for certain limitations on Contractor's rights under this paragraph 15.2.

D. Supplement to Paragraph 1.2 Cleaning, Section 01740

1.3.H Contractor will take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contractor and at no additional cost to the District.

E. Supplement to Paragraph 16.8 (Environmental Controls)

1. A new Paragraph 16.8.1, reading in full as follows, is hereby added

16.8.1 See Section 01500 (Temporary Facilities and Controls) for additional requirements.

F. Supplement to Article 9 (Warranty, Guaranty, and Inspection of Work)

1. New Paragraphs 9.9 through 9.11, reading in full as follows, are hereby added

9.9 Substantial Completion

"Substantial Completion" means the stage in the progress of the Construction Work, as determined by District's Representative, when the Construction Work is complete and in accordance with the Contract Documents except only for minor items which do not impair District's ability to occupy and fully utilize the Construction Work for its intended purpose.

9.9.1 When Contractor gives notice to District's Representative that the Construction Work is substantially complete, unless District's Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, District's Representative will inspect the Construction Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Construction Work in accordance with the Contract Documents. District's Representative will make an inspection to determine whether the Construction Work is substantially complete. If District's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion,

Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by District's Representative to determine Substantial Completion. Costs for additional inspection by District's Representative shall be deducted from any monies due and payable to Contractor.

9.9.2 When District's Representative determines that the Construction Work is substantially complete, District's Representative will prepare a Certificate of Substantial Completion on District's form, which, when signed by District, shall establish the date of Substantial Completion and the responsibilities of District and Contractor for security, maintenance, utilities, insurance, and damage to the Construction Work. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Construction Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the District has neither Beneficially Occupied nor accepted as Substantially Complete); or
- .2 Are not accepted by the District.

The Guarantee To Repair Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by District. The Certificate of Substantial Completion shall be submitted to District and Contractor for their written acceptance.

9.10 Final Completion

The term "Final Completion" means the point at which the Construction Work has been fully completed in accordance with the Contract Documents as determined by District's Representative.

9.11. Final Completion and Final Payment

9.11.1 Upon receipt of notice from Contractor that the Construction Work is ready for final inspection, District's Representative will make such inspection. Final Completion shall be when District's Representative determines that the Construction Work is fully completed and in accordance with the Contract Documents. District will file a Notice of Completion within 10 days after Final Completion. After receipt of the final Application For Payment, if District's Representative determines that Final Completion has occurred, District's Representative will issue the final Certificate For Payment.

9.11.2 Neither final payment nor any retention shall become due until Contractor submits the following items to District's Representative:

- .1 The final Application For Payment and all submittals required in accordance with Paragraph 9.3.
- .2 All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, 35 days after the filing of the Notice of Completion.

9.11.3 Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

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