

SECTION 01 42 16

DEFINITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.
- B. While City has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
 2. **Contract Agreement (Document 00 52 00):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between City and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
 3. **Alternate:** Work added to or deducted from the base Bid, if accepted by City.
 4. **Application for Payment:** Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
 5. **Approved Equal:** Approved in writing by City as being of equivalent quality, utility and appearance.
 6. **Architect/Engineer:** If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person holding a valid California State Architect's or Engineer's license representing the City in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to City. When Architect/Engineer is referred to within the Contract Documents and no Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of City, his or her authorized representatives on the Project will be included under the term

Architect/Engineer. If Architect/Engineer is an employee of City, Architect/Engineer is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

7. **Asbestos:** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. **Bidder:** One who submits a Bid.
10. **Bidding Documents:** All documents comprising the Project Manual (including all documents and specification sections listed in Document 00 01 10 (Table of Contents), including documents supplied for bidding purposes only, and Contract Documents.
11. **Board:** The City Council of the City.
12. **Change Order:** A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:
 - a. A change in the Work;
 - b. The amount of the adjustment in the Contract Sum, if any; and
 - c. The amount of the adjustment in the Contract Time, if any.
13. **Code Inspector:** A local or state agency responsible for the enforcement of applicable codes and regulations.
14. **Construction Change Directive ("CCD"):** A written order prepared and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
15. **Contract Conditions or Conditions of the Contract:** Document 00 72 00 (General Conditions) and any other Supplementary Conditions.
16. **Contract Documents and Contract:** Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 00 (Contract Agreement), plus all changes, Addenda, and Modifications thereto.
17. **Contract Modification:** Either:
 - a. A written amendment to Contract signed by Contractor and City; or
 - b. A Change Order; or
 - c. A Construction Change Directive; or
 - d. A written directive for a minor change in the Work issued by City.

18. **Contract Sum:** The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
19. **Contract Time:** The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to complete the Work so that it is ready for final payment and is accepted.
20. **Contractor:** The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
21. **Contractor's Employees:** Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
22. **City:** The City of San Bruno.
23. **City-Furnished, Contractor-Installed:** Items furnished by City at its cost for installation by Contractor at its cost under Contract Documents.
24. **City's Representative(s):** See Document 00 52 00 (Contract Agreement).
25. **County:** The County of San Mateo, California.
26. **Day:** One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
27. **Defective:** An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or approved equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the sole judge of whether Work is Defective.
28. **Drawings:** The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
29. **Equal:** Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.

30. **Final Acceptance or Final Completion:** City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. All systems having been tested and accepted as having met requirements of Contract Documents.
 - b. All required instructions and training sessions having been given by Contractor.
 - c. All Project Record Documents having been submitted by Contractor, reviewed by City, and accepted by City.
 - d. All punch list Work, as directed by City, having been completed by Contractor.
 - e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of City.
31. **Force Account:** Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
32. **Home Office Overhead:** Home office overhead shall not be included as part of the cost of the Work, but shall be part of Contractor's profit and shall include, but is not limited to, the following:
 - a. Accounting functions of Contractor's main office.
 - b. General expenses of Contractor's main office.
 - c. Interest on capital.
 - d. Salaries of any home office estimators and administration.
33. **Milestone:** A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
34. **Modification:** Same as Contract Modification.
35. **Not in Contract:** Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
36. **Notice of Completion:** Shall have the meaning provided in California Civil Code §3093, and any successor statute.
37. **Off Site:** Outside geographical location of the Project.
38. **Overhead:** Shall include by not be limited to the following:

- a. All on-site payroll costs, and fringe benefits of same, for supervising, estimating, expediting, drafting and clerical services where directly affecting the cost of the Work.
 - b. Small tools less than Five Hundred Dollars (\$500.00) capital cost per item.
 - c. Equipment maintenance and repairs.
 - d. Temporary construction, utilities, and safety requirements, forming, and necessary scaffolding.
 - e. Transportation of materials other than direct identifiable cost of specific deliveries, or as included in the price of material.
 - f. Parking fees for workmen.
 - g. Permit fees.
 - h. Cost of reproduction
 - i. General Insurance and Bonds.
39. **Partial Utilization:** Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
40. **PCBs:** Polychlorinated biphenyls.
41. **Phase:** A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 00 (Contract Agreement).
42. **Product Data:** That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
43. **Progress Report:** A periodic report submitted by Contractor to City with progress payment invoices accompanying progress schedule. See Document 00 72 00 (General Conditions).
44. **Project:** Total construction of which Work performed under Contract Documents may be whole or part.
45. **Project Manager:** If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the City in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to City. When Project Manager is referred to within the Contract Documents and no Project Manager has been designated, the matter shall be referred to City. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of City, his or her authorized representatives on the Project will be included under the term Project

Manager. If Project Manager is an employee of City, the Project Manager is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

46. **Project Manual:** Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
47. **Project Record Documents:** All Project deliverables required under Sections 01 78 39, including without limitation, As-built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
48. **Reference Specifications (RS):** The current edition of the Standard Specifications for Public Works Construction also known as the "Greenbook".
49. **Request for Information ("RFI"):** A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.
50. **Request for Proposals ("RFP"):** A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents.
51. **Request for Substitution ("RFS"):** A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
52. **RFI-Reply:** A document consisting of supplementary details, instructions, or information issued by City that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.
53. **Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
54. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
55. **Site:** The particular geographical location of Work performed pursuant to Contract Documents.

56. **Specifications:** The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
57. **Standard Specifications (SS):** The current edition of the Standard Specifications as issued by the State of California Department of Transportation (Caltrans).
58. **Subcontractor:** A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
59. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of City for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
60. **Supplemental Instruction:** A written directive from City to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
61. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
62. **Unit Price Work:** Shall be the portions of the Work for which a unit price is provided in Document 00 52 00 (Contract Agreement) or 01 11 00 (Summary of Work).
63. **Work:** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the

Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

64. **Working Day:** Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
- a. New Year’s Day, January 1;
 - b. Martin Luther King Jr.’s Birthday, third Monday in January;
 - c. Lincoln’s Birthday, February 12;
 - d. Presidents’ Day, third Monday in February;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;
 - g. Labor Day, first Monday in September;
 - h. Veterans’ Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Board as a day of mourning, thanksgiving, or special observance.
- C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:
1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of City. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.
 2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.
 3. **By City:** Work that will be performed by City or its agents at the City’s expense.
 4. **By Others:** Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.
 5. **Concealed:** Work not exposed to view in the finished Work, including within or behind various construction elements.

6. **Exposed:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
7. **Furnish:** Supply only, do not install.
8. **Indicated:** Shown or noted on the Drawings.
9. **Install:** Install or apply only, do not furnish.
10. **Latent:** Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 72 00 (General Conditions).
11. **Law:** Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
12. **Material:** This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
13. **Provide:** Furnish and install.
14. **Shown:** As indicated on Drawings.
15. **Specified:** As written in Specifications.
16. **Testing and special inspection agency:** An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

**PART 2 – PRODUCTS
NOT USED**

**PART 3 – EXECUTION
NOT USED**

-END OF DOCUMENT-