

Typical Contract Definitions

- A. Wherever used in the CONTRACT Documents the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. Unless stated otherwise in the CONTRACT Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the CONTRACT Documents in accordance with such recognized meaning.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which modify or interpret the CONTRACT Documents by additions, deletions, corrections or clarifications.
 2. *Acceptance, Final Acceptance*—The formal action by the OWNER accepting the Work as being complete after review by Construction Manager of final completion.
 3. *Apparent Low Bidder* – Bidder whom has submitted the lowest price but has not yet been deemed responsive and responsible by the OWNER.
 4. *Application for Payment* – The form furnished in the CONTRACT documents which is to be used by CONTRACTOR during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the CONTRACT Documents. Each application shall contain an affidavit by the CONTRACTOR that partial payments received from OWNER for the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations stated in prior Applications For Payment.
 5. *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 the United States Occupational Safety and Health Administration.
 6. *Bid*—The written offer of a Bidder Submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the CONTRACT Documents. It shall be considered a formal offer.
 7. *Bidding Documents*—The Bidding Requirements and the CONTRACT Documents (including all Addenda issued prior to receipt of Bids).
 8. *Bidding requirements*—The Advertisement or Request for Bid, Instructions to Bidders, bid security form, if any, Statement of Intent to perform as an SBE Subcontractor, Schedule of Subcontractor/ SBE Participation, Statement of Business Organization, and the Bid form with any supplements.
 9. *Bonds*—Bid, performance and payment bonds and other instruments of security designated in the General Terms & Conditions.
 10. *Change Order*—A written instrument which when signed by the OWNER authorizes an addition, deletion and/or revision in the CONTRACT Documents, or an adjustment in the CONTRACT Price or the CONTRACT Times, issued on or after the Effective Date of the CONTRACT.
 11. *Claim*—A written demand or assertion by OWNER or CONTRACTOR seeking an adjustment of CONTRACT Price or CONTRACT Times, or both. A demand for money or services by third party is not a Claim.
 12. *Construction Manager*—The authorized representative of the OWNER for the Project who has the right and authority as assigned to him/her in the CONTRACT Documents.



13. *CONTRACT*—The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work to be performed; other *CONTRACT Documents* are incorporated in or referenced in the *CONTRACT* and made a part thereof as provided therein.
14. *CONTRACT Documents*—Includes the *CONTRACT*, the Request For Bids, the Supplementary Conditions, Instructions to bidders, General Terms & Conditions, Bid Forms, OWNER's Post Award forms, Specifications, the Drawings, Addenda, the Insurance, SBE Utilization Plan, together with all Written Amendments, Change Orders, Field Orders, and OWNER's and DESIGN ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the *CONTRACT*. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not *CONTRACT Documents*. Only printed or hard copies of the items listed in this paragraph are *CONTRACT Documents*. Files in electronic media format of text, data, graphics, and the like that may be furnished by DISTRICT to CONTRACTOR are not *CONTRACT Documents* and such files are furnished only for the convenience of the receiving party.
15. *CONTRACT Price*— The total compensation, subject to authorized adjustments, payable by OWNER to CONTRACTOR for satisfactory completion of the work in accordance with the *CONTRACT Documents* as stated in the *CONTRACT*.
16. *CONTRACT Times*—The number of days or the dates stated in the *CONTRACT* to complete the work.
17. *CONTRACTOR* – The individual or legal entity with whom the OWNER has entered into the *CONTRACT* for performance of the Work.
18. *Contractor's Fee*—The total compensation, payable by the OWNER to the CONTRACTOR, for use with Change Orders as set forth in Article 12.01.C. The CONTRACTOR's fee shall include all costs for overhead and profit.
19. *Cost of the Work*—See paragraph 11.01.A for definition.
20. *Day*—A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight except in cases where the term *Day* is otherwise defined herein.
21. *Drawings*—That part of the *CONTRACT Documents* which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.
22. *Design Engineer*—The individual or legal entity named as such in the *CONTRACT Documents* who designed the project and has the right and authority assigned to DESIGN ENGINEER in the *CONTRACT Documents*. The term "Design ENGINEER" means DESIGN ENGINEER or its representative.
23. *Effective Date of the CONTRACT*—The date indicated in the *CONTRACT* on which it becomes effective, but if no such date is indicated, it means the date on which the *CONTRACT* is signed and delivered by the last of the two parties to sign and deliver.
24. *Field Order*—A written order issued by OWNER which orders minor variations in the Work, and which does not involve a change in the *CONTRACT Price* or the *CONTRACT Times*.
25. *Fifty Percent Completion*—50% of the total cost of the services purchased by the OWNER as defined in the contract documents, including all other costs associated with change orders.
26. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the specifications.
27. *Hazardous Environment Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
28. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and/or Regulations*—Any and all applicable laws rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *Lien*—Charges, security interest, or encumbrances upon Project funds, real property, or personal property.
31. *Liquated Damages*— The damages the OWNER might incur if the Project is not completed within the time specified.

32. *Material Breach*- Any substantial, unexcused non-performance. The breach is either failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the contract.
33. *Milestone*—A principal event specified in the CONTRACT Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
34. *Notice of intent to Award*—The written official notice by OWNER of the apparent successful responsive and responsible bidder.
35. *Notice of Apparent Low Bidder*—The written unofficial notice by OWNER of the apparent low bidder.
36. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR authorizing CONTRACTOR to proceed with the work and establishing the date of commencement of the CONTRACT Times.
37. *OWNER*—The owner of the project. See CONTRACT.
38. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or related purpose) prior to Substantial Completion of all the work.
39. *PCBs*—Polychlorinated biphenyls.
40. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
41. *Project*—The total construction of which the Work to be performed under the CONTRACT Documents may be the whole, or a part as may be indicated elsewhere in the CONTRACT Documents.
42. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
43. *Responsible*—A firm is capable in all respects to fully perform the CONTRACT requirements and has the integrity and reliability which will assure good faith performance.
44. *Responsive*—A firm's bid conforms in all material respects to the requests for bid and shall include compliance with SBE goals.
45. *Request for information (RFI)* – A written request, from the Contractor to the Engineer, that asks for additional information or to clarify some aspect of the project, such as procedures, equipment, materials specification details or drawing details.
46. *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.
47. *Schedule of Values*-- A document furnished by the CONTRACTOR to the OWNER reflecting a reasonable allowance of costs associated with the various parts of the work totaling the entire bid amount, and used as a basis for reviewing the CONTRACTOR'S Applications for Payment. Shall not be used as the basis for change orders.
48. *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.
49. *Site*—Lands or areas indicated in the CONTRACT Documents as being furnished by OWNER upon which the Work is to be performed, including right-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.
50. *Specifications*—That part of the CONTRACT Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
51. *Subcontractor*—An individual or legal entity having a direct CONTRACT with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
52. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the CONTRACT Documents, so that the Work (or a specified part thereof) can be utilized for the purposes

for which it is intended and shall begin the warranty period. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

53. *Supplementary Conditions*—That part of the CONTRACT Documents which amends or supplements these General Terms & Conditions.
54. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct CONTRACT with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
55. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steams, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
56. *Unilateral Change Order*—A written change order issued by OWNER which orders variations in the Work, and which involves a change in the CONTRACT Price or the CONTRACT Times.
57. *Unit Price*—Amount stated in the CONTRACT Documents as a price per unit of measurement for materials or services required.
58. *Unit Price Work*—Work to be paid for on the basis of unit prices.
59. *Work*—Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, utilities, and incidentals and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR pursuant to the CONTRACT Documents. Also, the completed construction or parts thereof required to be provided under the CONTRACT Documents, including all materials, equipment, and suppliers incorporated or to be incorporated in the construction.
60. *Written Amendment*—A written statement modifying the CONTRACT Documents, signed by the parties indicated in the Amendment, on or after the Effective Date of the CONTRACT and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the CONTRACT Documents.

This document is provided for informational purposes only and is not engineering or legal advice. Consult your attorney for applicability and any questions you may have.