

# DEFINITIONS

**ACCEPTABLE EQUAL or ACCEPTED EQUAL:** In order to establish a basis of quality and specificity for some items mentioned in the Work, certain processes, types of machinery and equipment, brands, or kind of material may be mentioned on the Approved Plans by designating a manufacturer by name and referring to his brand or model numbers. Such mention is not intended to exclude Materials wherever in the Specifications a manufacturer's name, brand or model is mentioned, it is to be understood that the phrase "acceptable equal" is assumed to follow thereafter whether or not it does in fact follow.

**ADDENDA:** Written or graphic documents issued and signed or initialed by the Engineer, which clarify, correct or change the Contract Documents.

**AGREEMENT:** The duly executed written agreement between two parties. Other Contract Documents may be attached to or referred to in the Agreement and made a part thereof as provided therein. The Agreement shall include those documents specifically referred to in the signed document between the parties.

**APPROVED PLANS:** The final construction drawings, plan, profiles, typical cross sections, grading, drainage and utility plans, specifications and materials, and supplemental drawings, or reproductions thereof, which have been marked with the approval by the City Engineer, and show the location, character, dimensions and details of Work to be performed. All documents and specifications that are associated with the approved plans are to be considered as a part of the plans whether attached to them or separate therefrom.

**AS-BUILT DRAWINGS:** Drawings which show the Project as actually constructed, and which include any and all changes made to the construction plans before and during construction.

**CHANGE ORDER:** A document, which is signed by authorized representatives of the Contractor and the City and which authorizes an addition, deletion or revision in the Work, or an adjustment in the sum due the Contractor, or the Project completion time, issued on or after the date of the Agreement.

**CITY INSPECTOR:** The authorized representative of the City or Engineer assigned to make detailed inspections of the Work performed, or of materials furnished by the Contractor.

**CITY/OWNER:** Wherever, in the Contract Documents the word "City" or "Owner" appears, it shall be interpreted to mean "City of Saratoga Springs", unless otherwise denoted.

**CONSTRUCTION ACTIVITIES:** Clearing, dredging, excavating, and grading of land and other activities associated with buildings, structures or other types of real property such as utilities, bridges, dams and roads. Includes mobilization/demobilization and any other activity that occurs on site.

**CONTAMINATION.** The intentional or negligent placement or release upon real property of Hazardous Materials; the presence of an unwanted constituent, contaminant or impurity in a material.

**CONTRACT DOCUMENTS:** The written agreement between the City and the Contractor by which the Contractor agrees to perform the Work and furnish the labor, materials, tools, and equipment in the performance of the Work. The Contract Documents shall include, but not be limited to (unless the context clearly indicates otherwise), the Saratoga Springs City Specifications, Notice to Contractors, Request for Bids, the Contractor's Bid, Approved Plans and Specifications, Special Conditions and Contract Bonds, and attached Exhibits; also any and all supplemental agreements amending or extending the Work contemplated. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract, and include contract Change Orders.

**CONTRACTOR:** The Contractor is the individual, person, or organization responsible for doing the Work. The Contractor is further defined as the individual, firm, co-partnership or corporation, and his, or its heirs, executors,

administrators, successors and assigns, or the lawful agent of any such individual firm, partnership, or corporation, or its surety under the contract bond, which constitutes one of the principals to the contract and undertaking to perform the Work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

**DATE OF PROJECT:** the date of final approval.

**DAYS:** Unless otherwise designated, days as used in the Specifications will be understood to mean calendar days including weekends and holidays.

**DRAWINGS:** The drawings, profiles section and details, or accurate reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work.

**EMERGENCY:** Any unforeseen circumstance or occurrence for which adequate preparations could not reasonably have been made to prevent such occurrence or circumstance, the occurrence of which constitutes a clear and immediate danger to persons and/or property, or which causes a substantial interruption of utility services, or any act of God, war, insurrection, invasion, tumult, riot, or public disaster, or imminent danger of any of these, civil commotion, conflagration, or other similar occurrence resulting in a clear and immediate danger to persons and/or property.

**ENGINEER:** The City Engineer, or his or her representative.

**FINAL ACCEPTANCE:** The date specified in writing by the Engineer when all work, including all punch list work designated by the Engineer, is complete and accepted by the City after the completion of the warranty period following the Project Acceptance for Maintenance.

**HAZARDOUS MATERIALS.** (a) Any substances defined, regulated or listed (directly or by reference) as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic waste," "pollutant," "contaminant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to any of the following statutes: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; (iv) the Clean Water Act, 33 U.S.C. §1251 et seq.; (v) the Clean Air Act, 42 U.S.C. §7401 et seq.; (vi) the Toxic Substances Control Act, 15 U.S.C. §2601 et. seq.; (vii) the Utah Air Conservation Act, U.C.A. §26-13-1 et. seq.; (viii) the Utah Water Pollution Control Act, U.C.A. §26-11-1 et. seq.; (ix) the Utah Safe Drinking Water Act, U.C.A. §26-12-1 et. seq.; (x) the Utah Solid and Hazardous Waste Act, U.C.A. §26-14-1 et. seq.; (xi) the Utah Hazardous Substance Mitigation Act, U.C.A. §19-6-301 et. seq.; (xii) the Utah Underground Storage Tank Act, §19-6-401 et. seq.; and/or (xiii) any amendments to such enumerated statutes or acts; and (b) Any other hazardous or toxic substance, material, chemical, waste, contaminant or pollutant identified as hazardous or toxic or regulated, under any other applicable federal, State or local environmental laws, including, without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products and by-products.

**INSPECTED AND APPROVED or APPROVAL:** means City recognition of conformance to all applicable City Standards.

**LAND SURVEYOR:** One who is duly and lawfully registered with the State of Utah Division of Occupational and Professional Licensing to perform land surveying within the State.

**LAW:** Any applicable City, County, State, or federal statutes or regulations governing anything relating to the Work embodied in the Agreement.

**MATERIALS:** The term "Materials" when used herein shall include the supply items and machinery and equipment required or used in the Work.

**NOTICE OF AWARD:** The written notice by the City to the apparent successful bidder stating that Contract Documents will be forthcoming for signature upon compliance with the conditions enumerated therein.

**PAVEMENT:** The uppermost layer of bituminous or Portland-cement concrete material placed on the traveled way or shoulders for a riding surface, whether rigid or flexible in composition. This term is used interchangeably with “surfacing.”

**PAYMENT BOND, PERFORMANCE BOND:** The approved form of security furnished by the Contractor and its surety, as required in the Contract Documents guaranteeing respectively, payment and completion of Work.

**PROFESSIONAL ENGINEER:** a registered engineer who is licensed to practice in the State of Utah.

**PROJECT MANUAL:** The bound document package prepared for bidding and constructing the Project.

**REFERENCE:** Those bulletins, standards, rules, methods of analysis or test codes and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. Unless otherwise indicated, these refer to the latest edition, including amendments in effect and published at the time of advertising the Project for bid or issuing the permit, unless specifically referred to by edition, volume or date.

**RIGHT-OF-WAY** means and includes all public rights-of-way and easements, public footpaths, walkways and sidewalks, streets, roads, highways, alleys, and water or drainage ways. It does not, however, include Public Utility easements not within Public Ways of the City.

**SHOP DRAWINGS:** Drawings, diagrams, illustrations, schedules, brochures, standards performance charts, instructions, or other information prepared by or for the Contractor and submitted to the City to illustrate what materials, equipment or work is to be performed for any portion of the Agreement.

**SPECIFICATIONS:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**STANDARD DETAILS OR PLANS:** The illustrative and extended treatment of or attention to particular items which accompany the Construction Specifications.

**STANDARD SPECIFICATIONS:** The Standard Technical Specifications and Drawings for the City of Saratoga Springs.

**STREET.** The entire width between the boundary lines of the road or way which is owned, maintained and open to the use of the public for use as a thoroughfare, or which is the principal means of access to abutting property; the entire width of every way defined as a public street or highway by the laws of this City or State.

**SUBCONTRACTOR:** The individual, firm, partnership or corporation to which the Contractor subcontracts any part of the Work covered by the Contract Documents.

**SUBGRADE:** That portion of the roadbed surface which has been prepared, as specified, and upon which a layer of specified roadbed material or base, or sub-surfacing, or pavement is to be placed.

**SUBSTANTIAL COMPLETION:** The point at which, in the opinion of the Engineer as evidenced by Engineer’s written notice to the Contractor, the Work (or specified part thereof) has progressed to where it is in a state of completion in accordance with the Contract Documents and Standard Specifications, so that the City can reasonably and safely utilize the facility for the purpose for which it is intended, and only insubstantial services and material are required to correct the unfinished or defective portions of the work, and the remaining work will not interfere with the facility’s intended use or occupancy.

**SURFACE OR SURFACING:** The uppermost layer of material placed on the traveled way or shoulders, and is usually of asphalt or concrete. This term is used interchangeably with “pavement.”

**WORK:** The construction services performed including materials on a City Public Works project and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations to

construct a project under these General Conditions. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.

WORKMANSHIP: The level of quality of work accomplished on the project through: a) The Contractor's maintenance of performance control and supervision over subcontractors, suppliers, manufacturers, products, services, and site conditions to produce work in accordance with Contract Documents. b) Compliance with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise skill and craft. c) Providing suitable qualified personnel to produce specified quality