

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

**REFERENCES AND DEFINITIONS  
(Design-Build)**

**PART 1 – GENERAL**

**1.01 Summary**

- A. Section Includes:
1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
  2. Full titles are given in this Section for standards cited in other Sections of Specifications.

**1.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies**

- A. References.
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time Design-Build Team executes Document 00 5200 (Agreement), except as may be otherwise specifically stated in the Contract Documents.
  2. If during the performance of the Work, Design-Build Team discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Design-Build Team shall report it in writing at once to Owner's Representative and Bridging Architect, and Design-Build Team shall not proceed with the Work affected thereby until consent to do so is given by Owner.
- B. Precedence.
1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
    - a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
    - b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
  2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Bridging Architect, or Design-Build Team, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Bridging Architect, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

- C. Referenced Grades, Classes, and Types.
  - 1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Edition Date of References.
  - 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date Design-Build Team executes Document 00 5200 (Agreement).
  - 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- E. ASTM and ANSI References. Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design-Build Team is familiar with and has access to these nationally- and industry-recognized specifications and standards.

### **1.03 Definitions**

- A. Meaning of Words and Phrases. 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. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.
- B. While Owner 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 Design-Build Team's execution of Document 00 5200 (Agreement), which clarify, correct, or change the Request for Proposal requirements or the Contract Documents. Addenda shall not include the minutes of any Pre-Proposal Conference and/or Site Visit unless otherwise expressly indicated.
  - 2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Design-Build Team and by reference incorporates Conditions of Contract, Bridging Documents, final Drawings, and final Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
  - 3. Alternate: Work element identified as such in Proposal which, shall be added to or deducted from Work, if accepted by Owner following Contract award as provided in Contract Documents
  - 4. Application for Payment: Written application for monthly or periodic progress or final payment made by Design-Build Team complying with the Contract Documents.
  - 5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
  - 6. Architect/Engineer: Bridging Architect.

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: Proposal
9. Bidder: Proposer.
10. Board: The governing body of the Owner.
11. Bridging Architect. A person (or that person's firm) holding a valid California State Architect's or Engineer's license that prepared some or all of the Bridging Documents, and represents the Owner in the administration of certain aspects of Contract Documents. Bridging Architect may be an employee of or an independent consultant to Owner. When Bridging Architect is referred to within the Contract Documents and not an employee of Owner, Bridging Architect shall be construed to include employees, consultants and subconsultants of Bridging Architect. When Bridging Architect is an employee of Owner, his or her authorized representatives on the Project will be included under the term Bridging Architect. If Bridging Architect is an employee of Owner, Bridging Architect is the beneficiary of all Design-Build Team obligations to Owner, including without limitation, all releases and indemnities. Bridging Architect may also be referred to as Architect/Engineer, Architect or Engineer.
12. Bridging Documents: The Performance Criteria, Concept Drawings and other items included, referenced or described in Document 00 5201 Bridging Documents.
13. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. 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;
  - 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 City as a day of mourning, thanksgiving, or special observance.
14. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
15. By Others: Work that is outside scope of Work to be performed by Design-Build Team under this Contract, which will be performed by Owner, other contractors, or other means.
16. Change Directive (CD): See Construction Change Directive:
17. Change Order (CO): A written instrument prepared by Owner and signed by Owner and Design-Build Team, 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.
18. Change Proposal Request (CPR): Design-Build Team-initiated change order document. (if used)
19. City: City of Santa Clarita.
20. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
21. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

22. Construction Change Directive (CCD): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
23. Construction Documents: Final Drawings and Specifications. See Section 01 1101.
24. Construction Manager: If used elsewhere in the Contract Documents, the person or entity so identified in the Agreement or otherwise in writing by Owner, with such rights and responsibilities as may be set forth in Contract Documents. The term Construction Manager shall be construed to include employees of Construction Manager and/or employees that Construction Manager supervises. When the designated Construction Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Construction Manager. If Construction Manager is an employee of Owner Construction Manager is the beneficiary of all Design-Build Team obligations to Owner, including without limitation, all releases and indemnities.
25. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
26. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplemental / Supplementary Conditions.
  - a. General Conditions are general clauses that are common to Owner design-build contracts, including Document 00 7253 (General Conditions).
  - b. Supplemental / Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, and are Documents generally numbered 00 7300 to 00 7399 including, without limitation, Document 00 7300 (Supplemental General Conditions) and Document 00 7316 (Supplementary Conditions – Insurance and Indemnification).
27. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in the Agreement, plus all changes, Addenda, and modifications thereto.
28. Contract Modification: Either:
  - a. a written amendment to Contract signed by Design-Build Team and Owner; 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 Owner.
29. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Design-Build Team 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.
30. 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 achieve Final Completion of the Work so that it is ready for final payment and is accepted.
31. Contractor: Design-Build Team.
32. County: The county in which the Project is located.
33. Design-Build Team. 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 “Design-Build Team” means the Design-Build Team or its authorized representative.
34. Design-Build Team’s Employees: Persons engaged in execution of Work under Contract as direct employees of Design-Build Team, as Subcontractors, or as employees of Subcontractors.
35. Designers: The qualified, licensed architects, engineers and other design professionals retained or employed by Design-Build Team or a Subcontractor (of any tier) to furnish design services required by Section 01 1101 and other provisions of Contract Documents.
36. Day(s): One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.

37. Defective: An adjective that, 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, without limitation, approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
38. Design-Build Team. 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 "Design-Build Team" means the Design-Build Team or its authorized representative. Also referred to as "Design Builder" or "Contractor."
39. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, including without limitation prepared by Design-Build Team, Subcontractors or their Designers showing the final design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. However, unless the context clearly requires otherwise, Drawings do not include any Bridging Documents.
40. Enhancement: Work identified as such in the Proposal which is added to or deducted from the Work in the base Proposal as indicated in the Proposal form.
41. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Design-Build Team.
42. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
43. Final Acceptance or Final Completion: Owner'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. Final cleaning is completed.
  - b. All systems having been tested and accepted as having met requirements of Contract Documents.
  - c. All required instructions and training sessions having been given by Design-Build Team.
  - d. All Project Record Documents having been submitted by Design-Build Team, reviewed by Owner, and accepted by Owner.
  - e. All punch list Work, as directed by Owner, having been completed by Design-Build Team.
  - f. Generally all Work, except Design-Build Team maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
44. 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.
45. Furnish: Supply only, do not install.
46. Indicated: Shown or noted on the Drawings.
47. IOR: Inspector of Record engaged by Owner.
48. Install: Install or apply only, do not furnish.
49. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to proposing or performing construction work under Document 00 7253 (General Conditions).
50. 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.
51. 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.
52. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
  53. Modification: Same as Contract Modification.
  54. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Design-Build Team under Contract Documents.
  55. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
  56. Off Site: Outside geographical location of the Project.
  57. Owner: Owner is defined in Document 00 5200 (Agreement).
  58. Owner-Furnished, Design-Build Team Installed: Items furnished by Owner at its cost for installation by Design-Build Team at its cost under Contract Documents.
  59. Owner's Representative(s): See Document 00 5200 (Agreement).
  60. Partial Utilization: Use by Owner 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.
  61. PCBs: Polychlorinated biphenyls.
  62. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
  63. 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.
  64. Project: City of Santa Clarita – Parking Structure – Old Town Newhall Project.
  65. Proposal: The offer or proposal of the Proposer submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
  66. Proposer: One who submits a Proposal.
  67. Proposal Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for proposal purposes only and Contract Documents (excluding Drawings and Specifications).
  68. Progress Report: A periodic report submitted by Design-Build Team to Owner with progress payment invoices accompanying progress schedule. See Document 00 7253 (General Conditions).
  69. Project: Total design and construction of which Work performed under Contract Documents may be whole or part.
  70. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing a party in the administration of the Contract Documents. Any Owner Project Manager may be an employee of or an independent consultant to Owner. When Owner's Project Manager is referred to within the Contract Documents and Owner has not designated a Project Manager, then the matter shall be referred to Owner. If Owner's Project Manager is an entity, then for Owner the term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When Owner's designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Design-Build Team obligations to Owner, including without limitation, all releases and indemnities.
  71. Project Manual: Project Manual consists of Proposal Requirements, Agreement, Bonds, Certificates, Contract Conditions, Bridging Documents, and Contract Documents.
  72. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

73. Provide: Furnish and install.
74. Request for Information (RFI): A document prepared by Design-Build Team requesting information regarding the Project or Contract Documents.
75. Request for Proposals (RFP): A document issued by Owner to Design-Build Team whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
76. Request for Substitution (RFS): A document prepared by Design-Build Team requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
77. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Design-Build Team shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
78. 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.
79. Services: As defined in Document 00 7253 General Conditions.
80. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Design-Build Team (other than Drawings and Specifications) and submitted by Design-Build Team to illustrate some portion of the Work.
81. Shown: As indicated on Drawings.
82. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
83. 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. However, unless the context clearly requires otherwise, Specifications do not include any Bridging Documents.
84. Specified: As written in Specifications.
85. Subcontractor: A person or entity that has a direct contract with Design-Build Team 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 Design-Build Team or subcontractors of a separate Design-Build Team. Also, while the term "Subcontractor" includes design-assist and design-build subcontractors (of any tier), unless the context clearly requires otherwise, it does not include Designers.
86. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that Owner may occupy or utilize the Work (or specified part) for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; 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 Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
87. Supplemental Instruction: A written directive from Owner to Design-Build Team ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
88. Testing and special inspection agency: An independent entity engaged 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.

89. **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.
  90. **Unit Price Work:** Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
  91. **Work:** The entire completed design and construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time (including without limitation Services). 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 design and other services and furnishing documents, all as required by the Contract Documents including, once approved by Owner as provided in Contract Documents, 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.
- C. **Other Defined Terms.** 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 Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. 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 Owner.
  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.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION – NOT USED**

**END OF SECTION**