**SECTION 00112 – DEFINITIONS**

1. **Addenda:** Written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
2. **Allowances:** An Allowance is a Sum included in a proposal for equipment or services where the Contractor was unable to obtain a hard quote before the Proposal submittal date. *See Article 3.8 of the General Conditions*
3. **Alternates:** An amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Documents that may be added to or deducted from the Base Bid amount if the Owner decides to accept the change.
4. **As-Built Drawings:** *See Record Drawings*
5. **Bid:** A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents
6. **Bid Documents:** *See Construction Documents*
7. **Bidder:** The Bidder is the individual or firm submitting the bid. They may also be referred to as proposer or vendor.
8. **The Board or Board of Trustees:** The governing body for Gadsden County Schools. The terms, “the District”, “The School” and “GCS” shall carry the same meaning.
9. **Certificate of Entitlement:** Effective January 2, 2011, Section 8, Chapter 2010-138, Laws of Florida (L.O.F.), requires governmental entities to issue a Certificate of Entitlement to each vendor and each contractor in order to purchase supplies and materials for use in public works contracts tax-exempt under Section 212.08(6), F.S. The Certificate of Entitlement certifies that: (1) the materials and supplies purchased will become part of a public facility.
10. **Change Order:** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect for the change in Contract Scope, Sum or Time. *See Article 7.2 of the General Conditions*
11. **Claims:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager arising out of or relating to the Contract.
12. **Construction Documents:** The Construction Documents consist of the Project Manual, Drawings, Submittals and Shop Drawings. Also referenced as **Bidding Documents**.
13. **Construction Manager (CM):** The Construction Manager is the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Agreement with the Owner.
14. **Construction Schedule:** A chart showing the expected times of completion of the various stages of work on this project. *See Article 3.10 of the General Conditions*
15. **Contract Documents:** The Contract Documents consist of the Agreement between the Owner and the Construction Manager, the Drawings, Specifications, Project Manuals and Addenda issued prior to execution of the Contract. *See 1.2 of the General Conditions*
    1. **Modifications:** Are made by (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, (4) a written order for a minor change in the Work issued by the Architect and (5) a Purchase Orderwhen issued.
16. **Contract:** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by those modifications described in the General Conditions of the Project Manual. *See 1.1.2 of the General Conditions*
17. **Contractor:** The individual or organization licensed by the State of Florida to perform work required and contracted with GCS or by subcontract on a project. *See Article 3 of the General Conditions*
18. **Day:** Whenever the word "day" is used in the Contract Documents, it shall be interpreted to mean a calendar day unless otherwise noted.
19. **Design Professional:** The Design Professional is the person lawfully licensed to practice architecture or engineering, or the firm employed to provide architectural or engineering services. The term "Design Professional" shall mean the Professional or the Professional's authorized representative.
20. **Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. *See 1.1.5 of the General Conditions*
21. **Final Completion:** Final Completion is all Work has been completed. *See Article 9.10 of the General Conditions*
22. **Guaranteed Maximum Price (GMP):** A Guaranteed Maximum Price is the maximum compensation payable to the Construction Manager in performance of the Work for the Project as specified in the Contract Documents or subsequently adjusted by modification to the Contract through a Guaranteed Maximum Price Change Order.
23. **Hazardous Materials:** A hazardous material is any item which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
24. **ITB – Invitation to Bid:** An ITB is an invitation to contractors or equipment suppliers, through a competitive bidding process, to submit a proposal on a specific project, equipment or service to be furnished.
25. **Liquidated Damages:** Are damages to be collected as compensation upon a specific breach of contract.
26. **Lump Sum:** *See Stipulated Sum*.
27. **Owner:** The owner is Gadsden County Schools; a public Educational District of the State of Florida hereinafter called the Owner, the District, the School, GCS or the Owner's authorized representative, all shall mean the Owner. *See Article 2 of the General Conditions*
28. **Progress Payments:** Partial payments made to the Contractor, typically at a specified monthly date, for percentages of work completed. *See Article 9.6 of the General Conditions*
29. **Project:** The term "Project" shall comprise the Work defined by the Contract Documents and may include work by the Owner or other Separate Contractors, Trade Contractors, Sub-Trade Contractors or the Professionals. *See 1.1.4 of the General Conditions*
30. **Project Manual:** The Project Manual is the document consisting of all the written portions for the Work including the Specifications, bidding requirements, sample forms, General Conditions and Special Requirements.
31. **Project Team:** The project team is the combined groups responsible for the design, construction and occupation of the project.
    1. **The Design Group** consists of the Architect, Engineers and their Consultants.
    2. **The User Group** is the GCS Faculty and Staff responsible for decisions on how the facility will be used to meet program and function needs.
    3. **The Facilities Group** are those that are responsible for maintaining the facility after completion.
    4. **The Director of Facilities** coordinates the assembly and incorporation of all information, verifies Federal, State and Local code compliance, oversees the execution of the contract.
32. **Record Drawings:** The official set of plans, kept at the project site during the work, that the Contractor maintains and updates daily, documenting infrastructure variances from the construction drawings. They shall also include space/room calculations. Also known by **“As-built Drawings.”**
33. **RFI – Request for Information:** An RFI is the mean the Bidder uses to ask for more information, clarify meaning of bid documents or propose alternate materials or methods.
34. **RFP – Request for Proposals:** An RFP is a bidding process for the procurement of a commodity, service or valuable asset. Potential suppliers are requested to submit their business proposal satisfying specified requirements.
35. **RFQ – Request for Qualifications:** An RFQ usually refers to the pre-qualification stage of the procurement process. Only those who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent work or services.
36. **Schedule of Values:** The Schedule of Values is a detailed statement furnished by the contractor allocating values for the various parts of the work. It is also used as the basis for submitting and reviewing progress payments. *See Article 9.2 of the General Conditions*
37. **Scope of Work:** All Work reasonably contemplated, required, implied, or reasonably inferred by the Contract Documents, whether or not explicitly contained in the Contract Documents. *See 1.1.3 of the General Conditions*
38. **Specifications:** The Specifications are the written portion of the Contract Documents generally outlining the requirements for materials, equipment, construction systems, methods, standards, workmanship and performance necessary to properly complete the Work.
39. **Stipulated Sum:** A Stipulated Sum is the term used where the owner agrees to pay a contractor a specified amount, or **“Fixed Price,”** for completing a scope of work without requiring a cost breakdown. Also as a **“lump sum."**
40. **Subcontract:** The Agreement between the Contractor and Subcontractor or Vendor
41. **Subcontractor:** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. Also referred to as **“Trade Contractor.”** *See Article 5 of the General Conditions*
42. **Substantial Completion:** "Substantial Completion" is the stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. *See Article 9.8 of the General Conditions*
43. **Trade Contractor:** See Subcontractor.
44. **Unit Pricing:** In a unit price contract, the work to be performed is broken into various parts, usually by construction trade, and a fixed price is established for each unit of work.
45. **Warranties:** 
    1. **Contractor’s Warranty:** Unless specified in writing elsewhere and signed by both parties, the Contractor’s Warranty is a minimum of one (1) year that includes all parts and labor. The warranty applies to the Contractor and all sub-contractors and doesn’t start until substantial completion. *See Article 3.5 of the General Conditions*
    2. **Manufacturer’s Warranty:** Separatematerial and equipment warranties are in addition to Contractor Warranties and do not replace them or diminish them in any manner.

END OF SECTION 00112