

0.1 Terms and Definitions

ACCEPTANCE OF THE WORK: The Owner's issuance of a Certificate of Acceptance to the Contractor in accordance with CGS § 4-61(b) (2), as amended. The Certificate of Acceptance shall designate the Owner's and Contractor's responsibilities for completion of all incomplete Work as required by the Agreement.

Addendum: A document prepared by the Consultant that modifies the plans and/or specifications after a project is put out to bid but before the bids are received.

ADDITIONAL OR DELETED WORK: Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

Affidavit: A statement of facts which is sworn to (or affirmed) before an officer who has authority to administer an oath (e.g. a notary public). The person making the signed statement takes an oath that the contents are, to the best of their knowledge, true. It is also signed by a notary or some other judicial officer that can administer oaths, affirming that the person signing the affidavit was under oath when doing so.

AGENCY: The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

Amendment: A revision to a contract between a consultant and the state with a value over \$100,000. Serves as a change to modify a fixed fee contract.

APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION: Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

ARCHITECT OR ENGINEER (or Consultant): A sole proprietor, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

AS-BUILT DRAWINGS: Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.

Attorney General's Office: A Constitutional Office of the Executive Branch of Government of the State of Connecticut having statutory authority for reviewing and approving as to form, all contracts issued by the various State Agencies.

BASE BID: Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

BID BOND: Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by CCS § 4b-92.

BIDDER: A sole proprietor, partnership, firm, corporation, or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

BIDDING DOCUMENTS: Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.

BID OR BID PROPOSAL FORM: A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

Bond Commission: A sub-unit of the Executive Branch of Government of the State of Connecticut having statutory authority for reviewing and approving all requests for bonding of funds by all State Agencies. Currently the Bond Commission is constrained by both a fiscal year and a calendar year cap on spending.

Building Permit: A document issued by the Department of Public Safety's Office of the State Building Inspector permitting construction of buildings and/or structures that exceed certain thresholds defined in the Connecticut General Statutes.

BUILDER'S RISK INSURANCE: A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

CASH ALLOWANCE: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

CERTIFICATE OF ACCEPTANCE: (DPW form #782) A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.

Certificate of Completion: (DPW form #780) This form is no longer used.

CERTIFICATE OF COMPLIANCE: A document stating that for the portion of the project completed, either the design portion or the construction portion has been performed in substantial compliance with all applicable building codes. (This document is used in lieu of the Certificate of Occupancy used by the State Building Inspector [SBI])

CERTIFICATE OF FUNCTIONAL COMPLETION: A document issued by the Owner to the Contractor stating that all remaining TAB and commissioning responsibilities of the contractor and subcontractors are complete.

CERTIFICATE OF OCCUPANCY: Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use. (Only issued when the authority having jurisdiction is SBI, DPW issues the Certificate of Compliance)

CERTIFICATE OF SUBSTANTIAL COMPLETION: A document prepared by the Architect and approved by the Owner on the basis of an inspection stating:

- that the Work, or a designated portion thereof, is determined to be Substantially Complete;
- the date of Substantial Completion;
- the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
- the time within which the Contractor shall complete the remaining work.

CHANGE ORDER: (DPW form #737) Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 26.

Commission Letter: A revision to a contract between a consultant and the state with a value under \$100,000. . Serves as a change to modify a fixed fee contract. Can also be used to extend the period of time stated in an on-call contract.

COMMISSIONING (CX): Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the owner's operational needs. This is achieved by beginning in the design phase and documenting design intent and continuing through construction, acceptance, and the warranty period with actual verification of performance. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training. Commissioning during the construction phase is intended to achieve the specific objectives as described in the Contract Documents.

COMMISSIONING PLAN (CX PLAN): The Commissioning Plan is provided as part of the bid documents and is binding on the Contractor. The commissioning plan provides the structure, schedule, and coordination planning for the commissioning process. After the initial commissioning coordination meeting with the Contractor, Subcontractors, Construction Administrator, and A/E the Commissioning Authority (CxA) will update the plan which is then considered the "Final" commissioning plan. The Final Commissioning Plan is binding on the General Contractor. The Project Manual shall take precedence over the Commissioning Plan.

COMMISSIONING AUTHORITY (CxA): The CxA is an independent agent, not otherwise associated with the Contractor and is hired by the Owner. The CxA directs and coordinates the day-to-day commissioning activities. The CxA does not take an oversight role like the CA. The CxA is part of the Construction Administrator's (CA) team and shall reports directly to the CA. The Owner's CxA issues the Certificate of Functional Completion.

CONNECTICUT STATE UNIVERSITY SYSTEM 2020 (CSUS 2020) PROJECT: A project authorized in accordance with the "The Connecticut State University System Infrastructure Act".

CONSTRUCTION ADMINISTRATOR: A sole proprietor, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, Department of Public Works Associate Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive resulting adjustment of the Contract sum or Contract time shall result in a Change Order.

Construction Manager at Risk - Guaranteed Maximum Price (CMR-GMP): Means a project delivery system where a construction manager provides both construction management and general contractor services for the project. These services are provided to DPW based on a guaranteed maximum price, fixed price, or other means defined in a contract.

CONSTRUCTION START DATE OR DATE OF COMMENCEMENT OF THE WORK: The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

CONTRACT DOCUMENTS OR CONTRACT (construction phase): The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements, and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

Contract (Consultant's): An agreement between a Consultant and the State for services. The agreement will describe the scope of services typically in an "exhibit A" and the contract will note fees, time frames, and deliverables involved.

Contract (on-call): A Contract between a Consultant and the State, that states a maximum fee amount, a duration of a specific number of years, and describes the types of services that the consultant may be asked to provide. However, the specific project, exact scope of work and corresponding fee will be identified subsequently in a series of "Task Letters".

CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury, or death.

CONTRACT SUM: The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar days, are stipulated in the Bidding Documents.

DAY: Whenever the word Day is used it shall be understood to mean calendar day stated on the Bidding Documents, unless stated otherwise.

DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER: The individual employed by the Owner, designated, and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

Design-Bid-Build (D-B-B): Means a project delivery system in which DPW sequentially awards separate contracts, the first for architectural and engineering services to design the project and the second for construction of the project in accordance with the design.

Design-Build (D-B): Means a project delivery system in which DPW enters into a single D/B Contract with a Proposer for the design and construction of an infrastructure facility on a total cost basis in accordance with CSG § 4b-24 (4).

EQUAL (S):: A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

FINAL INSPECTION: Review of the Work by the Architect and Owner to determine whether Acceptance has been achieved.

FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.

Fixed Fee Contracts: A contract between a consultant and the state, stating a fixed fee for a specific scope of work related to a specific project.

Fixture, Furniture and Equipment (FF&E): Movable furniture and panels and interior design shall be negotiated to be provided by the consultant OR provided by the Agency under the Equipment budget line item.

FUNCTIONAL COMPLETION: Functional Completion is when all remaining TAB and commissioning responsibilities of the contractor and subcontractor's (except for seasonal or approved deferred testing and controls training), have been certified as complete by the Owner's Commissioning Authority (CxA) and the Certificate of Functional Completion has been issued.

GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 00 of the Specifications.

GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 01 of the Specifications.

GUARANTEE: See Warrantee.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) GREEN BUILDING RATING SYSTEM™: LEED is a third party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED provides tools immediately measure the buildings' performance. LEED is a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

LIQUIDATED DAMAGES: A sum established in a Contract, usually as a fixed sum per calendar day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work as stipulated in this Contract.

LUMP SUM: An item or category priced as a whole rather than broken down into its elements.

Minor Changes in the Work: Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

Modification or Amendment: 1.) A written change to the Contract Documents. 2.) A Change Order. 3.) A Construction Change Directive. 4.) Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

MOBILE SOURCE: A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.

NOTICE TO BIDDER: A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

NOTICE TO PROCEED: Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

OWNER OR DEPARTMENT: The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

OVERHEAD: Indirect costs includeings but is not limited to: supervision (any position over the foreman), field, and home office expense, insurance, and small tools and consumables are automatically calculated by the DPW change Order process and added to the value of the actual work of the Change Order.

Note: DPW's Change Order process does not recognize a contractor or subcontractor overhead (indirect cost) costs since DPW gives a generous, overhead and profit percentage based upon the actual value of the work that is automatically calculated in the "Change Order Workbook (DPW form #735F)" and added to the actual cost of the Work of the Change Order.

PAYMENT BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by CGS § 49-41.

PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by CGS § 49-41.

PERFORMANCE SPECIFICATION: A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

PLANS OR DRAWINGS: All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

Project: 1) For Design-Bid-Build and Construction Management-At-Risk Guaranteed Maximum Price (CMR-GMP) delivery systems: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors. 2) For Design-Build delivery systems: The Project is the total design and construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

PROJECT MANUAL: The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, General Conditions of the Contract, General Requirements, and the Specifications.

PROPRIETARY SPECIFICATION: A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

Record Documents or As-built Drawings: Construction Drawings revised to show all significant Modifications made during the construction process.

Reproducible Bid Documents: Means the final reproducible drawings, specifications and other documents including those in electronic form, prepared, signed, sealed, and dated by the Architect and the Architect's consultants used to invite the submittal of bids for a specific project.

RETAINAGE: A percentage of each Application for Payment and a percentage of the total contract sum retained by the Owner.

SBI: State Building Inspector

SCHEDULE: A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates as well as to Substantial Completion and Acceptance of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

SECONDARY SUBCONTRACTOR: A sole proprietor, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

SENSITIVE RECEPTOR SITES: Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.

SHOP DRAWINGS: Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

SPECIFICATIONS: The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

Square Feet - Gross (GSF): This data element represents the sum of all floor areas within the environmentally controlled envelope of a building. It includes the walls and vertical circulation space. The measurement is computed by measuring the area to the outside faces of permanent exterior walls of a building without any deductions. All enclosed floors of the building, including basements, garages, mechanical equipment floor, penthouses, and the like, are calculated. Does not include any covered unenclosed areas except in the case of a parking structure.

Square Feet – Net (NSF): This data element represents the sum of total square footage of the floor area within a building regardless of occupants or use. The measurement is computed by measuring the floor area enclosed between the inside face of the permanent exterior walls without any deductions.

Square Feet – Net Assignable (NASF): This data element represents the sum of total square footage within a building that is available for assignment to an occupant. Net Assignable Square Feet is measured from the inside faces of walls of a room or space.

State Properties Review Board: A regulatory agency that reviews and approves all leases and contracts prepare by the Department of Public Works in accordance with the Connecticut General Statutes.

Sub-consultant: A person, partnership, corporation or other business organization under direct contract with the Consultant.

SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

SUBSTITUTION: A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion, completion of the work, and, unless another person is designated in writing by the contractor to the owner and the construction administrator, for the prevention of accidents.

SUPPLEMENTAL BID: The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

SUPPLEMENTARY CONDITIONS: An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

(TAB) Test, Adjusting & Balancing: TAB is a systematic process or service applied to heating, ventilating and air-conditioning (HVAC) systems and other environmental systems to achieve and document air and hydronic flow rates. The standards and procedures for providing these services are referred to as "*Testing, Adjusting, and Balancing*".

Task Letters: An amendment to an on-call contract between a consultant and the state, that identifies the project, describes the scope of work to be performed by the consultant, states the fee agreed upon by the State and the consultant, and the time period for completion of the work and the deliverables.

THRESHOLD LIMIT BUILDING: Any proposed (new) structures or additions as defined by the CGS § 29-276b.

Time and Material (T&M): This stands for Time and Material, it is a device used by a CA to measure the time and extent of materials used for a specific task. Most often used when an agreement for added work can not be negotiated based on an agreed lump sum unit cost.

UNIT PRICE: The monetary value stated by the Owner or the Contractor, as a price per unit of measurement for materials or services as described in the Contract Documents and/or Bidding Documents.

WORK: The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

WARRANTEE: A written, legally enforceable assurance of specified quality or performance of a product or work or of the duration of satisfactory performance.