

SECTION 01 42 16.01
DEFINITIONS AND OMISSIONS

PART 1 GENERAL

1.01 SUMMARY

A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Unless otherwise specified, the following are definitions of terms used in these Specifications:
1. **Addendum and Addenda:** Refer to written or graphic documents issued by NYCHA prior to the start of the Contract, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections. Upon issuance, the Addenda will become part of the Contract Documents.
 2. **Adequate or Sufficient:** Shall mean adequate or sufficient in the opinion of the Authority or its Authorized Representative.
 3. **Agreement:** The agreement between NYCHA and the Contractor for the Project, which has been signed by the parties, and including all Attachments and Amendments, as set forth in the Agreement document.
 4. **Approved (or words of similar import):** An acceptance in writing by an agency having jurisdiction, NYCHA, or NYCHA's Designated Representative.
 5. **Approved Equal:** Qualifier for a material or product considered equivalent to those as specified by the Designer of Record.
 6. **Architect:** A professional, licensed to practice architecture in the State of New York, responsible for the preparation of the architectural design Work and for the sealing and filing of the project's architectural documents. The term "Architect" is used to mean either a single or multiple Architects that may be responsible for the Project.
 7. **Authorities Having Jurisdiction:** Any Municipal Agency, utility company or entity that has jurisdiction over the Work as this relates to City, State and Federal laws, rules, regulations and / or codes.
 8. **Bulletin:** A written notice issued by NYCHA to the Contractor after the Contract has been awarded, which becomes part of the Contract Documents.
 9. **Consecutive Calendar Days (CCD's):** The measure of time for any Work action or phase, which is based on both the Contract Duration as well as the Detailed Construction Schedule.
 10. **Certification:** Refers to the submittal or any and all certified mill or laboratory test reports indicating that the material submitted complies with the requirements specified and is intended generally for the applications shown.
 11. **City or NYC:** The City of New York.
 12. **Closeout:** The phase that begins after the Final Acceptance of the Work.
 13. **Code:** The New York City Building Code, and any and all other Codes, rules and regulations that apply.
 14. **Color Chart:** Refers to the submittal of a manufacturer's full assortment of colors available for the specified product. Submittals shall be in color; black and white copies or reproductions are not acceptable.
 15. **Consultant:** The Designer of Record retained by NYCHA, responsible for the design services for the Project.
 16. **Contract:** The document which represents the entire and integrated Agreement between NYCHA and the Contractor, and which may only be amended or modified by a Modification.
 17. **Contract Change:** A revision to either the Schedule of Values or the Contract Duration, as approved by NYCHA's Designated Representative.
 18. **Contract Documents:** These are enumerated in the Agreement between NYCHA and the Contractor, and consist of the Agreement, General Terms and Conditions, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed

in the Agreement, and Modifications issued after execution of the Contract, such as a) a written amendment to the Contract signed by both parties, b) a Change Order, c) a Construction Change Directive, and d) a written order for a minor change in the Work issued by the Designer of Record.

19. **Contract Drawings:** The graphic component of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
20. **Contract Duration:** The total length of time for the Contract, inclusive of the Prestart and Closeout Phases.
21. **Contract Sum:** The dollar value of the Contract between NYCHA and the Contractor for the Project, which may only be adjusted by a valid Change Order.
22. **Contractor:** The entity identified as, 'Contractor' in the Agreement and referred to throughout the Contract Documents as if singular in number. The Contractor must be licensed in New York City.
23. **Critical Path Method (CPM):** Scheduling and reporting method required, for preparation and management of the Detailed Construction Schedule.
24. **Designer of Record:** The Architect or Engineer that designed and sealed the Contract Drawings.
25. **Detailed Construction Schedule:** The coordinated construction progress schedule, approved by NYCHA Designated Representative, to manage the scope of Work; which is coordinated with the Schedule of Values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
26. **Development:** The sum of the residential buildings owned or managed by NYCHA, including the grounds and community facilities as outlined in the Contract Documents.
27. **Engineer:** A professional, licensed to practice Engineering in the State of New York, responsible for the preparation of the Engineering Design Work and for the sealing and filing of the Project's Engineering documents. The term "Engineer" is used to mean either a single or multiple Engineers, or by specialty (i.e., HVAC, Plumbing, Electrical, etc.) that may be responsible for the Project.
28. **Equal or Approved Equal:** The equivalent material in the opinion of the Designer of Record.
29. **Extension of Time:** A NYCHA approved request made by the Contractor when warranted, to extend the duration of the Contract.
30. **Final Acceptance of the Work:** The date that NYCHA accepts all Work being 100% complete, and all Project documentation has been submitted and approved by NYCHA to process the Contractor's final invoice.
31. **Form of Proposal (FOP):** Contractor's initial bid breakdown and total bid price.
32. **Furnish:** Procure, supply, and deliver the article required for the completion of that portion of the Work.
33. **Indicated:** Is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "*shown,*" "*noted,*" "*scheduled,*" and "*specified*" are used instead of "*indicated,*" it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as may be specifically noted.
34. **Install:** Build-in, set, or place the article into assembly.
35. **Kick-Off Meeting:** The initial meeting on-site with NYCHA's Designated Representative, NYCHA Property Management, and representatives of the Tenant Association, and other NYCHA designees, that are held prior to commencing any of the Work; and at which all Contract Documents and Project procedures are reviewed.
36. **NYCHA's Designated Representative(s):** Selected personnel for the Project.
37. **Payment Schedule:** The form that delineates payments to the Contractor, based upon percentage of completed Work.
38. **Project:** The Scope of Work as defined by the Contract Documents.
39. **Provide:** Furnish and install.

40. **Punchlist Work:** List of Work items that require correction, which is jointly prepared by NYCHA's Designated Representative and the Designer of Record.
41. **Related Contracts:** Shall refer to related General Construction, HVAC, Plumbing and Electrical Contracts that are part of the overall Construction Project.
42. **Remove:** To extract an article or assembly, and to dispose of that item in an approved manner off-site, unless otherwise directed in the Contract Documents.
43. **Replace:** Shall mean remove the existing and furnish and install new.
44. **Request for Information (RFI):** Written inquiries about the Work initiated by the Contractor, which require written response from the Designer of Record.
45. **Resident Economic Empowerment and Sustainability (REES):** REES manages Section 3 employment opportunities and administers the Resident Employment Program at NYCHA.
46. **Resident Employment Program (REP):** Resident Employment Program – as administered by REES (see above)
47. **Resident(s):** The NYCHA lease-holder and their listed authorized occupants approved to be residing in the Development.
48. **Samples:** Physical examples that illustrate, unless otherwise directed, materials, equipment or workmanship and establish standards by which the Work will be judged.
49. **Section 3:** A HUD regulation that requires Contractors to employ to the greatest extent feasible Public Housing Residents or Resident-owned Businesses to perform some of CPD's construction Work.
50. **Shop Drawings:** Drawings, diagrams, schedules, and data specifically prepared for the Work by the Contractor or its Subcontractor(s), a manufacturer, supplier, or distributor to illustrate some portion of the Work.
51. **Site:** The area of Work as indicated on the Contract Documents, including any staging area(s) approved by NYCHA's Designated Representative.
52. **Schedule of Values (SOV):** The detailed cost breakdown of the Project, upon which the Payment Schedule is based.
53. **Specifications:** The written requirements of the Contract documents for materials, equipment, systems, standards, and workmanship of the Work, and performance of related services.
54. **Specification Section:** The particular portion of the Specification denoted by the Construction Specification Institute (CSI) numbers.
55. **State or NYS:** The State of New York.
56. **Subcontractor:** A person or entity which has a direct contract with the Contractor, to perform a portion of the Work.
57. **Submissions:** Documents required to be submitted by the Contractor.
58. **Submittals:** Submissions required by the Specifications, which may include Shop Drawings or Sketches, Literature, Catalogue Cuts, or Samples.
59. **Superintendent:** The Contractor's on-site superintendent designated to the Project, which meets the "competent person" requirements of the NYC Department of Buildings, and is approved in writing by NYCHA. The Superintendent must have a minimum of five years of past similar Work experience, and must be assigned full time to the Project.
60. **WORD OMISSIONS:** Omissions in the sections of the Specifications following such words as "*the Contractor shall,*" "*shall be,*" "*shall consist of,*" "*the,*" etc., are intentional. Such words and phrases shall be applied where a colon occurs or by inference as is done in the case of a note on the Drawings. **Wherever instructions are given in the Drawings or Specifications, they are directed to the Contractor unless otherwise noted.** Where clarity of intent requires it, the long form is used.
61. **Work:** The construction and services required by the Contract Documents including all other labor, materials, equipment and services provided or to be provided by the Contractor, to fulfill the Contractor's obligations.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION