

- (3) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**15. DEFINITIONS**

**ADDENDA:** Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

**AGREEMENT:** The written contract between the District and Consultant covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

**AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District.

**CHANGE ORDER:** A written agreement of the parties after the Effective Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

**CONSULTANT:** Consultant, its officers, employees, agents, successors, and assigns.

**CONSULTANT'S PROJECT MANAGER:** The individual designated by Consultant to be responsible for overall coordination, oversight, and management of the Work for Consultant.

**DAY:** All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

**DELIVERABLES:** All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

**DISTRICT'S PROJECT MANAGER:** The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

**HOLIDAY:** The following holidays as observed by the District: New Year's Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

**REQUEST FOR QUALIFICATIONS** – An advertised solicitation for sealed competitive Qualifications Submittal with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the dates for submittal of Qualifications, and all contractual terms and conditions.

**RESPONDENT:** Any person who submits a response to a solicitation.

**STATEMENT OF WORK:** The District's written directions, requirements for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

**SUBCONSULTANT:** Those persons having a direct contract with Consultant relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material. When used in a bid, proposal, or this agreement, the word "subcontractor" means the same as the word "subconsultant".