

**CITY OF LAFAYETTE
STANDARD SPECIFICATIONS
GENERAL PROVISIONS**

**SECTION 1
TERMS, DEFINITIONS AND ABBREVIATIONS**

1-1 GENERAL - Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions and prerogatives of the Engineer.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronoun "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity and are intended to refer to persons of either sex. Singular words include the plural and "person" includes firms, companies and corporations.

1-2 ABBREVIATIONS - Wherever in the specifications and other Contract documents abbreviations, terms or pronouns in place of them are used, the intent shall be interpreted in the conventional common usage and general meaning within the related context and as outlined in this section.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CBC	California Building Code
CRSI	Concrete Reinforcing Steel Institute
EEl	Electrical Engineers Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
PUC	Public Utilities Commission
UBC	Uniform Building Code
UL	Underwriters' Laboratories Inc.
UPC	Uniform Plumbing Code

1-3 DEFINITIONS

Acceptance - The formal written acceptance by the City Council of an entire Contract that has been completed in all respects in accordance with the Contract Documents and any approved modifications thereof.

Acts of God - Earthquakes in excess of 6.0 on the Richter Scale and tidal waves.

Addenda - Written or graphic instruments issued prior to the Bid which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City - The governing body of the City of Lafayette, County of Contra Costa, State of California.

Claim - Means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or an amount the payment of which is disputed by the City.

Contract Item - A specific unit of work for which a price is provided in the Contract, also Bid Item or Pay Item.

Contract Price - The amount of money to be paid by City to Contractor for performance of the all the terms in the Contract. Contract Price may refer to a Contract Item or the entire Work under the Contract.

Contract Time - The number of calendar days or working days stated in the Contract Documents for the completion of the Work.

Contractor - The person or persons, firm, partnership, corporation, or combination thereof, who have entered into a contract with the City, as party or parties of the second part or his or their legal representatives.

Contractor's Plant and Equipment - Everything, except labor, used by the Contractor in order to carry out the work, but not to be incorporated in the work.

Days - Days shall mean consecutive calendar days unless otherwise specified.

Designated Authority - The term Designated Authority, if used in the Contract Documents, shall be taken as a general reference to designate the party or parties authorized or employed by the City to observe and test materials or completed work and to observe their general compliance with the Contract Documents. The Designated Authority may include the following, among others, insofar as they perform designated functions within the scope of their authority.

Engineer and his duly authorized representative.
Consulting Engineers and Architects.
Soils Engineers.

Engineer - The Engineer designated by the City to have administrative control over the work acting either directly or through duly authorized.

Engineer's Estimate - The list of estimated quantities of work to be performed as contained in the "Bidders Proposal".

Equal, or Approved Equal - Approved in writing by City as being of equivalent quality, utility, durability, strength, appearance, design, and performance. Contractor has the burden to demonstrate equality, and City has the sole discretion to accept or reject a proposal as being "Approved Equal" or "Equal."

Extra Work - An item of work not provided for in the Contract or not included in bid items and not appurtenant or incidental to the items included, but found by the Engineer to be essential to the satisfactory completion of the Contract within its intended scope.

Green Book - Standard Specifications for Public Works Construction, Building News Inc., 1995 Edition.

Inspector - An authorized representative of the Engineer assigned to make all necessary inspections of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Invitation to Bid - The notice published and included in the proposal package also called the Notice to Contractors.

Laboratory - The designated materials testing laboratory authorized by the Engineer to test materials and work involved in the Contract.

Liquidated Damages - The amount prescribed in the specifications, pursuant to the authority of Section 10226 of the California Public Contract Code, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

Notice of Award of Contract - The formal notice of the contract for the work, issued by the City to the lowest responsible bidder awarded said Contract.

Notice to Proceed - The formal notice to proceed, issued by the Engineer after all Contract, insurance and bond forms have been approved and agreement has been executed by the Contractor.

Plans - The official project plans and standard plans, profiles, cross sections, working drawings and supplemental drawings, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Contract Documents whether or not reproduced in the special provisions and are to be considered as a part of the Contract supplementary to the specifications.

Project - Total construction of which Work performed under this Contract may be whole or part.

Proposal - The offer of the bidder for the work when made out and submitted in the prescribed proposal form, properly signed and guaranteed, also referred to as Proposal Form, Bid, Bid Proposal, Bid Schedule, or Contract Bid Proposal.

Proposal Guaranty - The cashier's check, certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a Contract with the City for the performance of the work if the Contract is awarded to him.

Provide - Furnish and connect or install, complete in place and ready for regular and intended operation.

Reference Specifications - Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specified otherwise.

Shall, Will or May - "Shall" or "will", whenever used to stipulate anything is mandatory and means shall or will be done or be performed and means that the Contractor or the City has thereby entered into a covenant with the other party to do or perform the same. "May", wherever and in whatever manner used, is permissive.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Provisions - Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

Specifications - The written directions, provisions and requirements herein contained pertaining to the method and manner of performing the work or to the quantities of the materials to be furnished under the contract, together with all other directions, provisions and requirements herein contained, plus such amendments, deletions from or additions thereto which may be provided for by supplemental agreement or agreements. Specifications include the General Provisions, the Technical Specifications, Special Provisions, Contract Plans, Drawings, reference specifications and materials specifications related to the work.

Standard Specifications - Whenever the words "Standard Specifications" are used without further identification or title, they shall be understood to mean the latest edition of "Standard Specifications" of the City of Lafayette.

State Specifications - The State of California, Department of Transportation Standard Specifications, 2010 Edition, also called State Standard Specifications. All references to all forms of the pronoun "You" in the State Specifications, direct or implied, shall be interpreted to refer to the Contractor.

State - The State of California.

Subcontractor - The individual, partnership, corporation or other legal entity entering into a contract with the Contractor to perform a portion of the work, sometimes referred to as employee of the Contractor.

Substantial Completion - That date, as certified by the Engineer; when the construction of the work or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the work or specified part can be utilized for the purposes for which it is intended.

Surety - Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Utility - Railroad tracks, overhead or underground wires, pipe lines, conduits, ducts, or structures, sewers or storm drains, operated, maintained, or existing in or across a public right of way or private easement.

Work - The term "work" shall be taken to mean all the work specified, indicated, shown or contemplated in the Contract to construct the improvement, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer. The term includes all labor and materials and equipment necessary to produce the construction required by the Contract Documents, and all materials, equipment and incidentals incorporated or to be incorporated in such construction. Anything and everything to be done for the setting out, execution, completion and fulfillment of the Contract to the satisfaction of the City.

Work Day - Any day, other than a legal holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the Engineer, toward the completion of the Contract, unless the controlling operation of work is delayed by inclement weather as may be specified in the General Provisions.