

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 outline in this Section.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Construction
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering 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
AWG	American Wire Gage
AWPA	American Wood Preservers' Association

AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EET	Electrical Engineers Institute
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Association
PUC	Public Utilities Commission
REA	Rural Electrification Administration
UBC	Uniform Building Code
UL	Underwriters' Laboratories Inc.
UPC	Uniform Plumbing Code

1.3 Definitions.

Acceptance – The formal written acceptance by the City of an entire contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

Act of God – An earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

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 Albany, County of Alameda, State of California, also called the Owner.

City Engineer – The engineer designated by the City to have administrative control over the work, sometimes referred to as Engineer, Director of Public Works.

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 – The written agreement covering the performance of the work as more fully described in, but not limited to, the Plans, Standard Specifications, Special and Technical Provisions, Contract Bonds, Proposal, Addenda, Change Orders.

Contract Change Order — A written order to the Contractor, covering changes in the plans or specifications, or quantities, within the scope of the contract, and establishing the basis of payment and time adjustments for the work affected by the changes.

Contract Documents — The written agreement covering the performance of the work and the furnishing of labor, materials, and Contractor's Plant and equipment in the construction of the work, also referred to herein as the Contract

The Contract Documents include, but are not limited to: The Accepted Proposal Packet; General Provisions; Technical Provisions; Special Provisions; Standard Plans; Project Plans, Approved Revisions to the Plans; Reference Specifications; Permits from other Agencies as may be required by law; Contract Change Orders; and other written supplemental Agreements. The Contract Documents do not however, include the logs of geologic test borings and other geologic records, reports and interpretations.

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 total amount of money for which the contract is awarded.

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

Contract Unit Price — The contractor's original bid for a contract item of work in the Proposal.

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.

City Engineer and his duly authorized representative.

Consulting Engineers.
Soils Engineers.
Public Utility Agencies.
Public Agency Authorities.

Engineer — The Engineer designated by the City to have administrative control over the work acting either directly or through duly authorized representatives such agents acting within the scope of the particular duties delegated to them; also referred to as the City Engineer or Director of Public Works.

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

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.

Fixed Costs — Any necessary labor, material and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

Herein — "Herein", "hereinafter", "hereinabove", "hereof" and words of similar import shall refer to the contract documents as appropriate.

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.

Install ~ The installation complete in place of an item, material or piece of equipment with all its appurtenant and subordinate accessories, connections, supports and other work, labor and materials to perform same.

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 City Engineer to test materials and work involved in the contract.

Liquidated Damages — The amount prescribed in the specifications, pursuant to the authority of Government Code Section 14376, 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 City standard written form notice of award of the contract for the work, issued by the Department of Public Works to the lowest responsible bidder awarded said contract shall be transmitted via certified mail.

Notice to Proceed — The formal notice to proceed, issued by the City Engineer

after all contract, insurance and bond forms have been approved and agreement has been executed by the City.

Owner — The City of Albany acting through its appointed and duly authorized officials.

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.

Processing — Any operation or operations of whatever nature and extent required to produce a specified material.

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. 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.

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.

Public Works Specifications — The Standard Specifications for Public Works Construction in effect at the time of advertising the work.

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 be Approved — The term "shall be approved by the Engineer" or phrases of like import mean subject to the approval of the Engineer.

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 Owner 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.

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 and Special Provisions and the Plans, Drawings and Materials 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 "Standard Specifications" of the City of Albany and its most recent revisions.

State Specifications — The State of California, Department of Transportation Agency's Standard Specifications in effect at the time of advertising the work, also called State Standard Specifications.

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.

Submitted — Submitted to the Engineer for his consideration.

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 — Tracks, overhead or underground wires, pipelines, 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 be satisfaction of the City.

Working 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.