

## ARTICLE 1. TERMS AND DEFINITIONS

Section 1.01. Whenever the following terms, titles, abbreviations or phrases are used in these Specifications, or in any document or instrument wherein these Specifications govern, the intent and meaning thereof shall be as defined in this Article.

### Section 1.02. Abbreviations.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CL	Centerline
CSI	Construction Specifications Institute
CY	Cubic Yards
DI	Drop Inlet
EA	Each
EP	Edge of Pavement
FS	Federal Specifications
In	Invert
ISA	Instrument Society of America
LB	Pound
LF	Linear Feet
LS	Lump Sum
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCC	Portland Cement Concrete
SD	Storm Drain
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations

1	Title 19	Title 19 (Public Safety) of the California Code of Regulations
2	Title 24	Title 24 (Building Standards) of the California Code of Regulations
3	TOC	Top of Curb
4	Typ.	Typical
5	UL	Underwriters' Laboratories, Inc.
6	UBC	Uniform Building Code (latest edition)
7	USBR	United States Bureau of Reclamation
8	UMC	Uniform Mechanical Code (latest edition)
9	UPC	Uniform Plumbing Code (latest edition)
10	WCLA	West Coast Lumbermen's Association
11	WIC	Woodwork Institute of California

12

13 All references to the specifications, standards or other publications of any of the above are  
 14 understood to refer to the current issue as revised or amended at the date of receipt of bids.

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#### 16 Section 1.03. Addendum/Addenda.

17 "Addendum" or "Addenda" are written documents furnished by the City before award of the  
 18 Contract, interpreting or modifying Plans and Specifications or answering questions of intended  
 19 bidders, and shall be incorporated in and are a part of the Contract Documents.

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#### 21 Section 1.04. Allowance.

22 "Allowance" shall mean an amount of money set aside under the Contract for a special purpose  
 23 identified in the Contract Documents.

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#### 25 Section 1.05. Architect and/or Consulting Engineer.

26 The "Architect" or "Consulting Engineer" is a person or persons, firm, partnership, joint venture  
 27 corporation, or combination thereof or authorized representative thereof, employed by the City or  
 28 acting in the capacity of consultant to the City. The Architect or Consulting Engineer is designated  
 29 by the City as the City's agent to perform all functions delegated to the Architect or Consulting  
 30 Engineer by the Contract Documents. The Architect or Consulting Engineer shall issue directions  
 31 to the Contractor only through the City. When the Contract Documents require that approval be  
 32 obtained from the Architect or Consulting Engineer, such approval shall be requested from and be  
 33 given by the City.

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#### 35 Section 1.06. As Shown Etc.

36 Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the  
 37 reference is to the Contract Drawings unless specifically stated otherwise. Where "as directed",  
 38 "as permitted", "approved", or words of similar import are used, they shall mean the direction,  
 39 permission, or approval of the City.

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#### 41 Section 1.07. Bid.

42 When submitted on the prescribed bid form, properly executed and bonded, at the designated  
 43 time and location, the "Bid" constitutes the offer of the Bidder to complete the Work for the price  
 44 stated on the bid form.

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3 Section 1.08. Bidder.

4 "Bidder" shall mean any person or persons, firm, partnership, joint venture, corporation, or  
5 combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized  
6 representative.

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8 Section 1.09. Calendar Day.

9 "Calendar Day" shall mean every day shown on the calendar. When the Contract Time is stated  
10 in Calendar Days, every day will be charged toward the Contract Time, and every reference to  
11 Working Days in these Specifications shall be deemed to mean Calendar Days.

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13 Section 1.10. Change Order.

14 "Change Order" shall mean a written order to the Contractor, issued after execution of the  
15 Contract, signed by the City and the Contractor, authorizing a change in the Work and/or an  
16 adjustment in the Contract Sum and/or the Contract Time.

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18 Section 1.11. City.

19 "City" shall mean the municipal corporation known as the City of Folsom. The City is sometimes  
20 designated "Owner" in the Contract Documents.

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22 Section 1.12. City Council.

23 "City Council" shall mean the City Council of the City of Folsom.

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25 Section 1.13. Closeout Documents.

26 "Closeout Documents" are the documents that are required to meet the requirements of final  
27 completion.

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29 Section 1.14. Construction Change Directive (CCD).

30 "Construction Change Directive", or "CCD", shall mean a written order to the Contractor, issued  
31 after execution of the Contract, signed by the City or the Owner's Representative directing a  
32 change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or  
33 Contract Time, or both, and which shall be used in the absence of total agreement with the  
34 Contractor on the terms of a Change Order or when time does not permit processing of a Change  
35 Order prior to implementation of the change.

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37 Section 1.15. Contract Documents.

38 The "Contract Documents" shall include the Notice to Contractors, the Proposal Form, the  
39 Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these  
40 Standard Construction Specifications, the Special Provisions, Exhibits, the Contract Drawings and  
41 Plans, the Technical Specifications, any project-specific specifications or documents, all duly  
42 issued Addenda, Interpretations, Field Instructions, Written Directives, Supplemental Drawings,  
43 the Contractor's Guarantee and Bond, the Contract Schedule, Storm Water Pollution Prevention  
44 Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements  
45 amending or extending the Work contemplated and which may be required to complete the Work

in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.

Section 1.16. Contract Drawings or Plans.

The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Standard Drawings: The Standard Drawings of the City of Folsom.

B. Project Plans: The project plans and specific details and dimensions peculiar to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Section 1.17. Contract Schedule.

The "Contract Schedule" is the schedule produced by the Contractor in response to the requirements of the Contract Documents.

Section 1.18. Contract Sum.

"Contract Sum" is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum is the amount stated in the Agreement for Construction, including authorized adjustments thereto.

Section 1.19. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Section 1.20. Contractor.

"The Contractor" shall mean the person or persons, firm, partnership, joint venture, corporation, or combination thereof, who (that) has (have) entered into the Agreement for Construction of the Work with the City or its (their) legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Section 1.21. Date of Commencement.

"Date of Commencement" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Section 1.22. Date of Completion.

1 The "Date of Completion" for the purpose of determining when the Work is complete is the date  
2 certified by the Owner's Representative when construction of the Work is 100% complete,  
3 including completion and acceptance of all punch list corrections. See Article 7, Section 7.30 and  
4 Article 8, Section 8.11 for the meaning of "completion" for the purpose of determining acceptance  
5 of the Work and when final payment is due.

6 Section 1.23. Director.

7 The "Director" is the person appointed by the City Manager for the City of Folsom for the  
8 department through which the Project will be procured.

10 Section 1.24. Engineer.

11 The "Engineer" is the Director of Public Works/City Engineer of the City of Folsom, acting  
12 personally or through agents or assistants duly authorized to manage the Project by the  
13 overseeing Department Director.

15 Section 1.25. Equal (as in "or equal").

16 "Equal" shall mean a system, process, product or material which is similar in all respects to that  
17 shown or specified but produced by a manufacturer not listed in the specification. See also:  
18 Substitution.

20 Section 1.26. Estimated Quantities.

21 "Estimated Quantities" shall mean a list of items of work and the estimated quantities associated  
22 with the Work. The Estimated Quantities may provide the basis for the Bid.

24 Section 1.27. Field Instructions/Written Directives.

25 "Field Instructions/Written Directives" are Supplemental Drawings or instructions which may be  
26 issued as necessary from time to time to make clear or define in greater detail the intent of the  
27 Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time  
28 involved with the work shown in the Field Instruction/Written Directive.

30 Section 1.28. First Line Supervision.

31 "First Line Supervision" shall mean a working foreman or lead craft worker other than the project  
32 superintendent.

34 Section 1.29. Inspector.

35 The "Inspector" is the person or persons authorized to act as agent(s) for the City in the inspection  
36 of the Work.

38 Section 1.30. Interpretations.

39 "Interpretations" are all clarifications, additional instructions, and explanations issued by the  
40 Architect or Consulting Engineer after award of the Contract.

42 Section 1.31. Materials.

43 "Materials" is a generic term which shall include all materials, articles, supplies, and equipment  
44 delivered to the project for incorporation in the Work. "Materials" includes everything incorporated  
45 into the Work except labor, unless otherwise noted.

1 “Equipment” shall mean all pre-manufactured or partially preassembled products or components,  
2 assembled or partially assembled before delivery to the Site.

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7 Section 1.32. Notice to Contractors.

8 “Notice to Contractors” is the written notice whereby interested parties are informed of the date,  
9 location, and time of the Bid opening of a proposed City Project and the terms and conditions of  
10 submitting Bids to perform the Work.

11  
12 Section 1.33. Notice to Proceed.

13 “Notice to Proceed” is the notice given to the Contractor following execution of the Agreement for  
14 Construction and receipt of all required preconstruction submittals as itemized in the Contract  
15 Documents. The Notice to Proceed establishes the start of the Work and authorizes the  
16 Contractor to begin construction.

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18 Section 1.34. Owner’s Representative.

19 “Owner’s Representative” shall mean the City’s designated agent engaged to perform all functions  
20 delegated to the Owner’s Representative by the Contract Documents. The Owner’s  
21 Representative may or may not be a construction manager. The Owner’s Representative will be  
22 the Contractor’s primary contact during construction of the Project.

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24 Section 1.35. Plans.

25 See “Contract Drawings”.

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27 Section 1.36. Product Data.

28 “Product Data” shall mean illustrations, standard schedules, performance charts, instructions,  
29 brochures, diagrams and other information furnished by the Contractor to illustrate a material,  
30 product or system for some portion of the Work.

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32 Section 1.37. Project.

33 “Project” shall mean the complete work of improvement referenced in the Contract Documents.

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35 Section 1.38. Proposal.

36 “Proposal” shall mean “Bid”.

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38 Section 1.39. Proposed Change Order (PCO).

39 A “Proposed Change Order/Work Order” or “PCO” is the name given to a document issued by the  
40 Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in  
41 the Contract Sum or Contract Time, or both. A PCO shall be used by the Contractor to respond to  
42 a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to  
43 the Contract Sum or to the Contract Time unless it is accepted in writing by the City.

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45 Section 1.40. Record Documents.

1 “Record Documents” (sometimes referred to as as-builts) are the drawings and specifications  
2 prepared by the Contractor that document changes to, additions to, or deductions from the Plans  
3 and Specifications, and which represent the Work as constructed.

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5 Section 1.41. Reference to Codes.

6 Unless otherwise noted, all references to statutes are to the laws of the State of California and/or  
7 of the United States as codified in the various specified codes.

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9 Section 1.42. Request for Information.

10 “Request for Information”, or “RFI” is the name given to a document issued by the Contractor  
11 seeking clarification and/or additional information regarding an aspect of the Work. The response  
12 to the RFI does not constitute authorization or direction to proceed with any changed or additional  
13 work. Changed or additional work must be separately authorized by the City.

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15 Section 1.43. Request for Proposal (RFP).

16 A “Request for Proposal”, or “RFP” is the name given to a document issued by the Owner’s  
17 Representative requesting pricing information and/or an adjustment in Contract Time for a  
18 described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with  
19 the scope of work described in the RFP. The Contractor’s response to the RFP shall be in the  
20 form of a Proposed Change Order.

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22 Section 1.44. Samples.

23 “Samples” shall mean physical examples which illustrate materials, equipment or workmanship  
24 and establish standards by which the Work will be judged.

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26 Section 1.45. Schedule of Values.

27 The “Schedule of Values” is a statement furnished by the Contractor to the City reflecting the  
28 portions of the Contract Sum allotted for the various parts of the Work for each work activity  
29 contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of  
30 the Schedule of Values shall equal the full cost of the Work, including all labor, material,  
31 equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for  
32 reviewing the Contractor’s application for progress payments.

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34 Section 1.46. Shop Drawings.

35 “Shop Drawings” shall mean drawings, diagrams, schedules and other data specifically prepared  
36 by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some  
37 portion of the Work.

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39 Section 1.47. Site.

40 “Site” is the area within which the Project is to be constructed.

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42 Section 1.48. Special Provisions.

43 The “Special Provisions” are specific clauses setting forth conditions or requirements peculiar to  
44 the Work and supplementary to these Standard Construction Specifications.

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46 Section 1.49. Standard Construction Specifications.

The "Standard Construction Specifications" include the directions, provisions, and requirements contained herein. When the term "Standard Specifications", "Specifications", or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Standard Specifications are comprised of "General Provisions" and "Standard Technical Provisions".

Section 1.50. Standard Drawings.

The "Standard Drawings" are the Standard Drawings of the City, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

Section 1.51. State.

"State" shall mean the State of California.

Section 1.52. State Specifications.

"State Specifications" shall mean the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Section 1.53. State Plans.

"State Plans" shall mean the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Section 1.54. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the Work. Subcontractor includes a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

"Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with section 4100.

Section 1.55. Submittal.

"Submittal" shall mean all product data, shop drawings, manufacturers' instructions, samples, Equals, substitution requests and all other submissions that the Contractor is required to provide to the City and/or the Architect or Consulting Engineer.

Section 1.56. Substitution.

"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.



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2 Section 1.57. Supplemental Drawing.

3 “Supplemental Drawings” define the Plans or Specifications in greater detail by providing  
4 additional information that may have not been specifically or clearly shown or called out on the  
5 Plans or in the Specifications.  
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7 Section 1.58. Work.

8 The “Work” shall mean all actions which the Contractor is contractually required to do as  
9 specified, indicated, shown, contemplated, or implied in the Contract to construct the Work,  
10 including all alterations, amendments, or extensions made by Contract Change Order or other  
11 written orders or directives of the City. Unless specified otherwise in the Contract, the Work  
12 includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision,  
13 and all incidentals necessary to complete the Work. The Work generally is described in the  
14 Notice to Bidders and the Special Provisions.  
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16 Section 1.59. Working Day.

17 “Working Day” means any day except: (a) Saturdays, Sundays, and City holidays; (b) days in  
18 which the Contractor is specifically required by the Special Provisions or by law to suspend  
19 construction operations; or (c) days on which the Contractor is prevented from proceeding with  
20 the current controlling operation or operations of the Work for at least five (5) hours per day due  
21 to inclement weather, or conditions resulting immediately therefrom.  
22

23 Section 1.60. Working Drawing.

24 “Working Drawings” detail a particular item of work and the manner in which it is to be  
25 accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or  
26 a portion of a submittal and may be specifically requested by the City or required in the Contract  
27 or a Written Directive.