

Section 1
DEFINITIONS, TERMS, ABBREVIATIONS, AND UNITS OF MEASURE

Unless expressly indicated otherwise, the following terms or abbreviations, or pronouns in place of them, are used in these Specifications, or in any other Contract Documents, shall be defined as follows:

1-1 “**Acceptance**” the formal written acceptance by the City of an entire contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved and is preceded by City Council Action.

1-2 “**A.A.S.H.T.O.**” The American Association of State Highway and Transportation Officials.

1-3 “**Addendum**” shall mean a document issued prior to the execution of the Agreement that modifies or interprets any of the Contract Document, by additions, deletions, clarifications, or corrections.

1-4 “**Agreement**” shall mean the written agreement executed by Contractor and City that constitutes one of the Contract Documents.

1-5 “**A.S.T.M.**” The American Society for Testing Materials.

1-6 “**A.W.W.A.**” The American Water Works Association.

1-7 “**Base**” a layer of specified material of planned thickness placed immediately below the pavement or surfacing.

1-8 “**Basement Layer**” shall mean the material in excavation or embankments underlying the lowest layer of sub-base, base, pavement, surfacing or other specified layer that is to be placed.

1-9 “**Bid**” shall mean Proposal. A “formal” Bid shall mean a Bid submitted for a Contract required to be awarded by the Sanger City Council pursuant to the Sanger City Code, and “formal” bidding shall mean the bidding process used for such Contracts.

1-10 “**Bidder**” shall mean any individual, partnership, or corporation, or other entity or combination thereof, submitting a Proposal for the Work, whether acting directly or through a duly authorized representative.

1-11 “**Change Order**” shall mean a Contract amendment approved by the City in accordance with applicable provisions of these Specifications and the Sanger City Code, authorizing an alteration, deviation, addition to, deletion from, or other change to the Contract issued after the effective date of the Agreement.

1-12 “**City**” shall mean the municipal corporation known as the City of Sanger, in the State of California.

1-13 “**City Council**” shall mean the City Council of the City of Sanger or any other board, body, official or officials, to which or to whom the power belonging to the City Council shall hereinafter pass.

1-14 “**City Manager**” shall mean the City Manager of the City of Sanger acting either directly or through properly authorized representatives acting within the scope of their authorized duties.

1-15 “**Completion Date**” shall mean the date for completion of the entire Work as defined in Section 9 of the Agreement.

1-16 “**Contract**” shall mean the written contract covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work, consisting of the Contract Documents. The contract shall include the notice contractors, proposal, plans, specifications, special provisions and contract bonds; any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

1-17 “**Contract Documents**” shall mean the various documents constituting the Contract that are identified in Section 1 of the Agreement.

1-18 “**Contract Price**” shall mean the total dollar amount of the Contract.

1-19 “**Contractor**” shall mean the individual, partnership, corporation, or other entity or combination thereof, that has entered into a Contract with the City, or Contractor’s duly authorized representative.

1-20 “**Controlling Operation**” shall mean an item of Work on the project critical path whose duration time directly affects the date that the entire Work can be completed.

1-21 “**Critical Path Method Schedule**” or “**CPM Schedule**” shall mean a schedule with a consecutive sequence for completion of the Work with the least amount of float period(s).

1-22 “**Day**” shall mean a working day, unless otherwise expressly defined in the Special Provisions.

1-23 “**Date of Signing Contract**” shall mean the date upon which the Contract, properly executed by Contractor and delivered to the City, is executed by the City.

1-24 “**Director**” shall mean the Director of the City Department administering the Contract.

1-25 “**Division Manager**” shall mean the appropriate Division Manager of the City department administering the Contract, or other City employee designated by such Division Manager to perform any duties assigned to the Division Manager in these Specifications.

1-26 “**Engineer**” shall mean the City Engineer or his/her designee and other City representative(s) who have been duly authorized to exercise control and supervision of the Work.

1-27 “**Engineer’s Estimate**” shall mean the City Engineer’s approved list of estimated quantities of work to be performed as contained in the "Proposal Form."

1-28 “**Federal Specifications**” shall refer to the Standard Specifications of the United States Government designated in the Contract Documents.

1-29 “**Field Order**” shall mean a written instruction from the Engineer to Contractor made in the field.

1-30 “**Finance Director**” shall mean the Director of Finance for the City of Sanger.

1-31 “**Fixed cost**” shall mean a cost that remains constant regardless of the quantity of work done.

1-32 “**Float period**” shall mean such period(s) of time as may be shown on Contractor’s schedule(s) that is/are not allocated to the performance and completion of the Controlling Operation(s) of the Work.

1-33 “**Grading Plane**” shall mean the surface of the basement material upon which the lowest layer of sub-base, base, pavement, surfacing or other specified layer is placed.

1-34 “**Inspector**” shall mean an engineering or construction inspector acting within the authorized scope of the particular duties and authority delegated to such inspector by the City.

1-35 “**Laws or Regulations**” shall mean any and all applicable laws, rules, regulations, ordinances, codes, resolutions, requirements and/or orders of any and all governmental bodies, agencies, authorities and courts, including but not limited to provisions of the Sanger City Code.

1-36 “**Legal Holidays**” those days designated as State holidays in the Government Code.

1-37 “**Liquidated damages**” shall mean the sum or sums prescribed in the Contract Documents, pursuant to the authority of Government Code Section 53069.85, to be paid to the City or to be deducted from any payment due or to become due to Contractor for delay beyond the time allowed in the Contract Documents for completing the whole, or any specified portion, of the Work.

1-38 “**Manual On Uniform Traffic Control Devices**” shall mean the Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition (MUTCD) administered by the Federal Highway Administration.

1-39 “**Manual On Uniform Traffic Control Devices California Supplement**” shall mean the MUTCD 2003 California Supplement issued by the Department of Transportation providing amendments to the MUTCD.

1-40 “**Median**” shall mean that raised portion of a divided roadway separating the traveled ways of traffic in opposite directions including inside shoulders.

1-41 “**Pavement**” shall mean the upper most layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

1-42 “**Payment Bond**” shall have the same meaning given to it by Section 3096 of the Civil Code of the State of California, and shall refer to the approved form of security furnished by Contractor and its Surety to guarantee the payment in full of all bills, accounts and related costs for labor and materials used in construction of the Work.

1-43 “**Performance Bond**” shall mean the approved form of security furnished by Contractor and its Surety to guarantee Contractor’s performance and completion of the Work in accordance with the terms of the Contract.

1-44 “**Plans**” shall mean the official Project Plans and Standard Drawings, profiles, typical cross sections, general cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Director, that show the location, character, dimensions and details of the work to be performed. All such documents shall be construed to be part of the Plans whether or not reproduced in the Special Provisions. In the above definition, the terms “Standard Drawings” and “Project Plans” mean:

(1) “**Standard Drawings**”: The Standard Drawings or Standard Drawing as set forth in these Specifications. “Standard Drawing(s)” means “Standard Detail(s)”.

(2) “**Project Plans**”: The Project Plans or Plans include specific details and dimensions peculiar to the Work and that are supplemented by the Standard Drawings insofar as the same may apply.

1-45 “**Project Estimate**” shall mean the list of estimated quantities of Work to be performed that is included in the Notice to Contractors

1-46 “**Proposal**” shall mean the offer of the Bidder for performance and completion of the Work when properly completed, executed, guaranteed and submitted on the Proposal Form.

1-47 “**Proposal Form**” shall mean the approved form upon which the City requires formal Bids for the Work to be prepared and submitted.

1-48 “**Proposal Guarantee**” shall mean the security to be furnished by the Bidder as a guarantee of good faith that it will enter into a Contract and execute the required Bonds covering the Work if awarded the Contract.

1-49 “**Special Provisions**” shall mean the specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to these Specifications.

1-50 “**Specifications**” shall mean the directions, provisions, and requirements contained herein. In the Special Provisions, these Specifications may also be referred to as the “Standard Specifications”. The Council of the City of Sanger has adopted these Specifications as Standard Specifications for the City of Sanger. When the Standard Specifications of other organizations or agencies, or parts of such Specifications are referred to in these Specifications, such Standard Specifications of other organizations or agencies, or parts of such Specifications, are included in, and made a part of, these Specifications.

1-51 “**State Specifications**” shall mean the Standard Specifications of the State of California, Department of Transportation, as currently approved and in effect. In referring to the State Specifications, the section numbers referred to are those contained in the State Specifications when these Specifications are adopted. If, in subsequent editions of the State Specifications, these section numbers are changed, the reference in these Specifications shall be construed to refer to the renumbered sections.

1-52 “**Sub-base**” shall mean a layer of specified material of planned thickness between a base and the basement material.

1-53 “**Subcontractor**” shall mean any person or firm of any tier directly or indirectly utilized by Contractor to perform any portion of the Work.

1-54 “**Substantially complete**” as applied to the Work shall mean that the Engineer has determined that all of the Work has been performed, but there are minor deficiencies, as determined by the Engineer, that do not prevent the Work from being fully functional nor pose any risk to the public health, safety or welfare or public or private property, as determined by the Engineer. The Work shall be considered substantially complete on the date that the Engineer issues a punchlist to Contractor as specified in Section 8-4 of these Specifications.

1-55 “**Supplier**” shall mean any person or firm directly or indirectly supplying any materials or equipment for performance of, or incorporation in, the Work.

1-56 “**Traffic Lane**” shall mean that portion of a traveled way for the movement of a single line of vehicles.

1-57 “**Traveled Way**” shall mean that portion of a traveled way for the movement of vehicles, exclusive of shoulders.

1-58 “**Work**” shall mean all actions and activities that Contractor is contractually required to undertake and perform as specified, indicated, shown, or implied in the Contract, including all duly authorized Change Orders.

1-59 “**Working day**” shall mean any day, except for the following:

(1) Saturdays, Sundays and legal holidays, unless otherwise indicated in the Special Provisions.

(2) Days on which Contractor is prevented from proceeding with the current Controlling Operation(s) of Work for at least (5) hours per day due to inclement weather, or conditions resulting immediately there from, as determined by the Engineer.

(3) Days on which Contractor is specifically required, pursuant to the Contract Documents or by operation of law, to suspend the Controlling Operation or Operations of Work, except in cases where such requirement applies due to the failure on the part of Contractor or any Subcontractor to carry out orders or to perform any provision of the Contract.

ABBREVIATIONS

AAA	Aluminum Alloy Association
AAMA	Architectural Aluminum Manufacturer's Association
AAN	American Association of Nurserymen.
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials.
ACI	American Concrete Institute
AGA	American Gas Association
AGC	American General Contractor of America
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction.
AISI	American Iron and Steel Institute.
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute.
APA	American Plywood Association
APHA	American Public Health Association.
API	American Petroleum Institute.
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering and Maintenance-of-Way Association.
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASHVE	American Society of Heating and Ventilating Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers.
ASRE	American Society of Refrigerating Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials.
AWG	American Wire Gage.
AWI	American Woodwork Institute
AWPA	American Wood Preservers' Association.
AWS	American Welding Society.
AWWA	American Water Works Association.
AZI	American Zinc Institute
CISPI	Cast Iron Soil Pipe Institute
CPI	Clay Pipe Institute
CRA	California Redwood Association
CRSI	Concrete Steel Reinforcing Institute
CS	Commercial Standards
DBE	Disadvantaged Business Enterprise
EIA	Electronic Industries Association.
FCC	Federal Communication Commission
FHWA	Federal Highway Administration
FM	Factory Mutual
FSS	Federal Specifications and Standards, General Services Admin.
IAL	Independent Approved Laboratory
IAPMO	International Association of Plumbing and Mechanical Officials
IEEE	Institute of Electrical and Electronics Engineers.
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association

IPCEA	Insulated Power Cable Engineer's Association
ISA	Instrument Society of America
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters'
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCPRC	National Clay Pipe Research Corporation
NESC	National Electrical Safety Code
NEMA	National Electrical Manufacturers Association.
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology (U.S.D.C.)
NLMA	National Lumber Manufacturer's Association
NSF	National Sanitation Foundation
PCA	Portland Cement Association
PLP	Plastic Laminate Producers
PS	Product Standard (Product Standards Section U.S.D.C.)
SSPC	Steel Structures Painting Council
SWPPP	Storm Water Pollution Prevention Plan
TCA	Tile Council Of America
UL	Underwriters' Laboratories Inc.
USS	United States Standard
WCLA	West Coast Lumberman's Association
WCLIB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

UNITS OF MEASUREMENT

Some of the symbols for U. S. Customary units of measurement used in the specifications and in the Engineer's Estimate are defined as follows:

Symbols as used in the Specifications	Symbols as used in the Engineer's Estimate	Definitions
A	—	amperes
	ACRE	acre
	CF	cubic foot
	CY	cubic yard
g	—	gram
ksi	—	kips per square inch
	GAL	gallon
h	H	hour
	LB	pound
	LF	linear foot
	LNMI	lane mile
	MFBM	thousand foot board measure
	MI	mile
	MSYD	thousand station yard
Ω	—	ohm
pcf	—	pounds per cubic foot
s	—	second
	STA	100 feet
	SQFT	square foot
	SQYD	square yard
	TAB	tablet
ton	TON	2,000 pounds
W	—	watt
V	—	volt