

# CITY OF AUBURN STANDARD SPECIFICATIONS

## GENERAL CONDITIONS

### SECTION 1

#### DEFINITIONS OF TERMS

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##### A. Purpose

Whenever in these Contract Documents the following terms or pronouns in the place of them appear, their intent and meaning shall be interpreted as identified below. In the event that a term is not listed in this document, the conventional meaning of such term shall apply.

##### B. Interpretation

The City Engineer of the City of Auburn is hereby authorized to make a final determination of any term used in these regulations.

##### C. Abbreviations

AASHTO	American Association of State Highway and Transportation Officials
ALDOT	Alabama Department of Transportation
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWB	Auburn Water Works Board
FHWA	Federal Highway Administration
M.U.T.C.D.	Manual on Uniform Traffic Control Devices

##### D. Terms Defined

**Bidder.** Any individual, firm, partnership, corporation or any acceptable combination thereof submitting a Bid for the advertised work.

**Calendar Day.** Every day shown on the calendar, beginning and ending at midnight, Sundays and holidays included.

**City.** The term "City" used in these Specifications refers to the City of Auburn, Auburn Water Works Board, and Auburn Industrial Development Board.

**Contract Bonds.** The approved bonds furnished by the Contractor and his Surety to guarantee completion of the Contract in accordance with its terms.

**Contract Document.** The written agreement between the City and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract shall include the *Invitation to Bid, Instructions to Bidders, Proposal, Proposal Bond, Base Bid, the Contract, Performance Bond, Labor and Materials Payment Bond, the Specifications, Special Conditions, addenda, general and detailed plans, and Notice to Proceed*, as well as any change orders, supplemental agreements and authorized extensions required to complete the work in a substantial and acceptable manner.

**Contractor.** The individual, partnership, firm, or corporation that has entered into a Contract awarded by the City for the work covered by this contract.

**County.** Lee County

**Drawings.** All officially approved plans, which are on file with the City, or exact reproductions thereof, showing alignment, layout and design of structures, profiles, typical cross-sections, accessory features, and particular location, character, dimensions, and details of the Work covered by the Contract.

**Engineer.** The company or person designated by the City, acting within the scope of authority and/or the particular duties entrusted to him.

**Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**Extra Work.** Work or material, the performance or furnishing of which is found necessary for proper completion of the improvement and, which in principle is an obligation of the Contractor, but which is not covered by any item in the bid schedule in the Proposal and for which no means of payment, direct or indirect, has been provided in the Contract, and which is an obligation for which special remuneration by an "Extra" price or by other consideration, in any case to be duly negotiated, or by "Force Account," shall be paid to the Contractor.

**Extra Work Orders.** Written orders signed by the Engineer to the Contractor concerning the performance of work and furnishing of materials involving Extra Work as defined in these Specifications.

**Force Account.** Payment to the Contractor on a per hour basis. Rate per hour includes a percentage of profit agreed upon by the City and Contractor. The rate per hour also includes allowances for machinery, fuel, payroll, benefits of the Contractor's employees, overhead, general, and administrative expenses.

**Labor and Materials Payment Bond.** The bond posted for the work guaranteeing payment for materials and labor contained in the work, valued at 100% of the contract amount.

**Laboratory.** Any laboratory approved by the Engineer and authorized by the City to test materials

and work involved in the Contract.

**Legal Holiday.** Holidays which will be allowed in computing contractor's time charges on a working day basis will be limited to the following days: Sundays, New Year's Day, Robert E. Lee's/Martin Luther King birthday (3<sup>rd</sup> Monday in January), National Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

**Material.** Any substance proposed to be used in connection with the construction of any part of the work and its appurtenances.

**Notice to Proceed.** Written notice from the Engineer giving the Contractor the date on which he is to begin the prosecution of the Work.

**Plans.** See Drawings

**Project Manager/Inspector.** An authorized representative of the City or Engineer, assigned to review any or all portions of materials furnished and work performed by the Contractor.

**Proposal.** The written offer for the Work, when submitted by the Bidder in the required manner on the prescribed Proposal Form properly signed and guaranteed.

**Proposal Form.** The approved prepared form on which the City requires that formal bids be submitted for the Work.

**Proposal Guaranty.** The certified check, cashier's check or Proposal Bond designated in the Instructions to Bidders to be furnished by the Bidder to guarantee execution of the Contract and furnishing of the bonds for the work contemplated, if it is awarded to him.

**Retainage.** Money belonging to the contractor which has been retained by the awarding authority conditioned on final completion and acceptance of all work in connection with a project or projects by the contractor.

**Shop Drawings.** Fabrication plans for any part of the work including, but not limited to, water and sanitary mains and appurtenances, precast concrete items, structural steel items, or other metal items, and connections thereof, which the contractor is required to submit to the Engineer.

**Specifications.** Written technical and other requirements for the Work, prepared by or on behalf of the City, which are on file with the City, containing directions, provisions, and technical and

general requirements for the Work, together with such as may be added as Supplemental Specifications or Provisions.

**Standard Drawings.** Drawings approved for repetitive use, showing details to be used where appropriate.

**Standard Specifications.** A book of specifications approved for general application and repetitive use.

**State.** The State of Alabama.

**Subcontractor.** Any properly qualified individual, firm, or corporation undertaking the performance of any part of the Work under the terms of the Contract, by virtue of any agreement between himself and the Contractor.

**Superintendent.** The representative for the Contractor who shall be present on the Work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of efficiently superintending the Work.

**Supplemental Agreement/Change Order.** A written agreement executed by the City and the Contractor covering major changes and/or revision or new unit prices and items supplementing or modifying the original Contract.

**Surety.** The corporate body, licensed under the laws of the State, bound with and for the Contractor for the acceptable performance of the Contract, and also, for the payment of claims recoverable under the Contract Bonds.

**Work (The Work).** All performance required of the Contractor under the terms of the Contract.

**Working Day.** Any Calendar day, exclusive of Saturdays and legal holidays on which the contractor could proceed with construction operations for a period of six (6) hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and legal holidays on which the Contractor elects to work for a period of four (4) hours or more will be classified as a working day.

**Working Drawings.** Erection plans, false work plans, framework plans, cofferdam plans, or any other supplementary plans or similar data, which the Contractor is required to submit to the Engineer.