ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1.1 Specified Publications. When a publication is specified, it refers to the most recent date of issue, including interim publications, before the bid opening date for the project, unless a specific date or year of issue is provided.

1.2 Abbreviations. Meanings of abbreviations used in the specifications, on the plans, or in other contract documents are as follows:

- AASHTO American Association of State Highway and Transportation Officials
- ACI American Concrete Institute
- ADA Americans with Disabilities Act
- AGC Associated General Contractors of America
- AIA American Institute of Architects
- AISC American Institute of Steel Construction
- AISI American Iron and Steel Institute
- ANSI American National Standards Institute
- ASA American Standards Association
- ASTM American Society for Testing and Materials
- AWG American Wire Gauge
- AWS American Welding Society
- AWWA American Water Works Association
- BMP Best Management Practice
- CFR Code of Federal Regulations
- CRSI Concrete Reinforcing Steel Institute
- DCAB Disability and Communication Access Board, Department of Health, State of Hawaii
- DOT–A Hawaii Department of Transportation, Airports Division
- DOT-HAR Hawaii Department of Transportation, Harbors Division
1.3 Definitions. Whenever the following words and terms are used in the contract documents, unless otherwise prescribed therein and without regards to the use or omission of uppercase letters, the meaning and intent shall be as follows:
Addendum (plural - Addenda) - A written or graphic document, including drawings and specifications, issued by the Director during the bidding period. This document modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections. An addendum supersedes all prior conflicting documents.

Advertisement - A public announcement inviting bids for work to be performed or materials to be furnished.

Airport - Any area of land or water which is used or intended for use for the landing and takeoff of aircraft, and any appurtenant areas which are used or intended for use for airport buildings or other airport facilities.

Award - Written notification to the bidder that the State intends to enter a contract with the bidder but does not create any contractual rights.

Bad Weather Day (or Unworkable Day) - A day when weather or other conditions prevent a minimum of four hours of work with the Contractor’s normal work force on critical path work at the site.

Bid - The executed document submitted by a bidder, in response to an invitation for bids or other solicitation request, to perform the work required by the proposed contract documents, for the price quoted, and within the time allotted.

Bidder - An individual, partnership, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a bid for the work or construction contemplated.

Bid Security - The security, in conformity with the bidding documents, furnished by bidders from which the State may recover its damages in the event the selected bidder breaches its promise to enter into a contract with the State.

Calendar Day - See Day.

Change Order (or Contract Change Order) - A written order signed by the Engineer, issued with or without the consent of the Contractor, directing changes in all or any portion of the work for i) the work to be performed and/or ii) contract time and/or iii) contract price. The purposes of a change order include, but are not limited to (i) establishing a price or time adjustment for changes in the work; (ii) establishing full payment for direct, indirect, and consequential costs, including costs of delay; (iii) establishing a price or time adjustment for work covered and affected by one or more field orders; or (iv) settling Contractor’s claims for direct, indirect, and consequential costs or for additional contract time, in whole or in part.

Completion Date - The date specified by the contract for the substantial completion of all work on the project or of a designated portion of the project.

Construction – the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, the completion date, and the basis of payment. The contract comes into existence only upon delivery to the Contractor of the written agreement containing all necessary signatures and certifications of the State and the Contractor. The contract includes the notice to bidders; instructions to bidders; addenda; proposal
(including wage schedule, list of subcontractors, and other documentations accompanying the bid); contract form and contract bond(s); specifications; general and special provisions; general and detailed plans; field orders, orders for minor changes, and change orders; all approved or accepted submittals; notice to proceed; written operational instructions; and restrictions and limitations on the Contractor, including, but not limited to, those described in the Contractor's Training Guide and FAA Advisory Circulars.

**Contract Bond(s)** - The approved form of security, executed by the Contractor and his Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract (Performance Bond) and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work (Payment Bond).

**Contract Item (Pay Item)** - A specific unit of work for which there is a price in the contract.

**Contract Price** - The amount designated on the face of the contract base bid amount for the performance of work.

**Contract Time (or Contract Duration)** - The number of calendar or working days provided for completion of the contract, or any portion of the work for which there is a separate completion date, inclusive of authorized time extensions. The number of days shall commence on the effective date in the notice to proceed. If, in lieu of providing a number of calendar or working days, the contract requires completion by a certain date, the work shall be completed by that date.

**Contracting Officer** - See Engineer.

**Contractor** - Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State and acting directly or through its agents or employees.
**Critical Path** - Longest logical sequence of activities that must be completed on schedule for the entire project to be completed on schedule.

**Day** - Any day shown on the calendar, beginning at midnight and ending at midnight the following day. If no designation of calendar or working day is made, "day" shall mean calendar day.

**Department** - The Department of Transportation of the State of Hawaii (abbreviated HDOT).

**Director** - The Director of the HDOT acting directly or through duly authorized representatives.

**Drawings** - The contract documents in graphic or pictorial form, including the notes, tables, and other notations thereon indicating the design, location, character, dimensions, and details of the work, in printed or electronic format.

**Effective Date** - The date the Contractor receives the contract that has been fully and properly executed by all parties thereto and endorsed by the Comptroller with a certificate that there is available unexpended appropriations, over and above all outstanding contracts sufficient to cover the amount required by the contract.

**Engineer** - The Engineering Program Manager or the authorized person delegated to act on the Engineering Program Manager’s behalf.

**Equipment** - All machinery, tools, and apparatus, together with the supplies necessary for their upkeep and maintenance, needed to perform and/or required to complete the contract.
**Field Order** - A written order issued by the Engineer, or the Engineer’s authorized representative, to the Contractor requiring a change or changes to the contract work. A field order may (1) establish a price adjustment or time adjustment; (2) may declare that no adjustment will be made to contract price or contract time; or (3) may request the Contractor submit a proposal for an adjustment to the contract price or contract time.

**Final Acceptance Date** - The calendar day on which the Engineer accepts the project as completed.

**Float** - The amount of time between when an activity can start and when an activity must start, i.e., the time available to complete non-critical activities required for the performance of the work without affecting the critical path.

**Guarantee** - Legally enforceable assurance of the duration of satisfactory performance or quality of equipment and work.

**Harbors** - A harbor or off-shore mooring facility which is primarily for the movement of commercial cargo, passenger, and fishing vessels entering, leaving, or traveling within the State and facilities and supporting services for loading, off-loading, and handling of cargo, passengers, and vessels.

**Hawaii Administrative Rules** - Rules adopted by the State in accordance with Chapter 91, H.R.S.

**Holidays** - The days of each year which are set apart and established as State holidays pursuant to Chapter 8, H.R.S., as amended.

**Inspector** - The Engineer’s authorized representative assigned to make detailed inspections of contract performance, prescribed work, and materials supplied.
**Invitation for Bids** - The published solicitation notice, bid requirements, bid forms, and the proposed contract documents, including all addenda and clarifications issued prior to receipt of the bid, whether attached, referenced therein, or incorporated by reference.

**Laws** - All Federal, State, and local laws, executive orders, and regulations having the force of law.

**Liquidated Damages** - The amount prescribed in Section 8.8 Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time to be paid to the State or to be deducted from any payments payable to or which may become payable to the Contractor.

**Lump Sum (LS)** - When used as a payment method means complete payment for the item of work described in the contract documents.

**Material** - Any natural or manmade substance or item specified in the contract to be incorporated in the work.

**Notice to Bidders** - The advertisement for invitation for bids for all work and materials on which bids are required. Such advertisement will describe the nature and location of the work to be done and the time and place for the opening of bids.

**Notice to Proceed** - Written notice from the Engineer to the Contractor identifying the date on which work is to begin. This date shall also be the beginning of contract time.

**Offer** - See Bid.

**Offeror** - See Bidder.
Plans - See Drawings.

Proposal - See Bid.

Public Traffic - Vehicular or pedestrian movement on a public way.

Punchlist - A list compiled by the Engineer specifying work yet to be completed or corrected by the Contractor in order to substantially complete or finally complete the contract.

Questionnaire - The specified forms on which the bidder shall furnish required information as to its ability to perform and finance the work.

Request for Proposal - A written notice, from the Engineer to the Contractor, requesting that the Contractor provide a price and/or time proposal for contemplated changes preparatory to the issuance of a field order or change order.

Resident – a person who is physically present in the State at the time the person claims to have established the person’s domicile in the State and shows the person’s intent is to make Hawaii the person’s primary residence.

Road (Roadway, Street) - A facility designed, intended, and set aside for use by vehicles, equipment, bicyclists, or pedestrians.

Section and Subsection - Section or subsection shall be understood to refer to these specifications unless otherwise specified.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled, by or for the Contractor, and submitted by the Contractor to illustrate some portion of the work.
Shortage Trade – a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade, as determined by the Department of Labor and Industrial Relations.

Shoulder - The portion of the roadway next to the traveled way for accommodation of stopped vehicles, placement of underground facilities, emergency use, and lateral support of base and surface courses.

Sidewalk - That portion of the roadway primarily constructed for use by pedestrians.

Solicitation - See Invitations for Bids.

Specifications - Compilation of provisions and requirements to perform prescribed work.

(a) Standard Specifications. Specifications by the State intended for general application and repetitive use for all projects.

(b) Special Provisions. Revisions and additions to the standard specifications applicable to an individual project.

Standard Plans - Drawings provided by the State for specific items of work approved for repetitive use.

State - The State of Hawaii, its Departments, and agencies acting through its authorized representative(s).

State Waters - All waters, fresh, brackish, or salt, around and within the State, including, but not limited to, coastal waters, streams, rivers, drainage ditches, ponds, reservoirs, canals, ground waters, and lakes; provided that drainage
ditches, ponds, and reservoirs required as a part of a water pollution control system are excluded.

Structures - Bridges, piers, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other such features that may be encountered in the work.

Subcontract - Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.

Subcontractor - An individual, partnership, firm, corporation, joint venture, or other legal entity which enters into an agreement with the Contractor to perform a portion of the work.

Substantial Completion - The status of the project or a portion of the project subject to a separate completion date, when the Contractor has completed the work, except for plant establishment, and each of the following requirements are met:

1. All utilities and services are connected and working;
2. All equipment is in acceptable working condition;
3. Additional activity by the Contractor to correct punchlist items will not prevent or disrupt use of the work or the facility in which the work is located; and
4. The building, structure, improvement, or facility can be used for its intended purpose.
For bridge and roadway work, in addition to the above requirements, substantial completion is the point at which all bridge deck, parapet, pavement structure, shoulder, drainage, traffic signal, guardrail, safety appurtenance, traffic barrier, lighting, and required signs and markings work are complete.

Superintendent - The employee of the Contractor who, at the work site, is responsible for all the work and is a Contractor’s agent for communications to and from the State.

Surety - The qualified individual, firm, or corporation, other than the Contractor, which executes a bond with and for the Contractor to insure the Contractor’s acceptable performance of the contract.

Unsuitable Material - Materials that contain organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable for use in earthwork or otherwise fail to meet the contract requirements.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, cooling, gas, oil, fuel, water, steam, waste, or storm water.

Utility Owner - The entity, whether private or owned by a State, Federal, or County governmental body, that has the power and responsibility to grant approval for or undertake construction work involving a particular utility.

Water Pollutant - Dredged spoil, solid refuse, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, sediment, cellar dirt and industrial, municipal, and agricultural waste.

Water Pollution - (1) Such contamination or other alteration of the physical, chemical, or biological properties of any state waters, including change in
temperature, taste, color, turbidity, or odor of the waters; or (2) Such discharge
of any liquid, gaseous, solid, radioactive, or other substances into any state
waters, as will or is likely to, create a nuisance or render such waters
unreasonably harmful, detrimental, or injurious to public health, safety, or
welfare, including harm, detriment, or injury to public water supplies, fish and
aquatic life and wildlife, recreational purposes, and agricultural and industrial
research and scientific uses of such waters as will or is likely to violate any water
quality standards, effluent standards, treatment and pretreatment standards, or
standards of performance for new sources adopted by the Department of Health.

Work - The furnishing of all labor, material, equipment, and other incidentals
necessary or convenient for the successful execution of all the duties and
obligations imposed by the contract. Items, whether or not complete, arising out
of a Contractor's efforts exerted in performance of the contract.

Working Day - A calendar day in which a Contractor is capable of working four
or more hours with its normal work force, exclusive of:

(1) Saturdays, Sundays, and recognized legal State holidays and such
other days specified by the contract documents as non-working days, and

(2) A day in which the Engineer suspends work for four or more hours
through no fault of the Contractor.

END OF ARTICLE I