

1                   **ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS**

2

3   **1.1 Specified Publications.**   When a publication is specified, it refers to the  
4 most recent date of issue, including interim publications, before the bid opening  
5 date for the project, unless a specific date or year of issue is provided.

6

7   **1.2 Abbreviations.**       Meanings of abbreviations used in the specifications,  
8 on the plans, or in other contract documents are as follows:

9

10	AASHTO	American Association of State Highway and
11		Transportation Officials
12	ACI	American Concrete Institute
13	ADA	Americans with Disabilities Act
14	AGC	Associated General Contractors of America
15	AIA	American Institute of Architects
16	AISC	American Institute of Steel Construction
17	AISI	American Iron and Steel Institute
18	ANSI	American National Standards Institute
19	ASA	American Standards Association
20	ASTM	American Society for Testing and Materials
21	AWG	American Wire Gauge
22	AWS	American Welding Society
23	AWWA	American Water Works Association
24	BMP	Best Management Practice
25	CFR	Code of Federal Regulations
26	CRSI	Concrete Reinforcing Steel Institute
27	DCAB	Disability and Communication Access Board, Department of
28		Health, State of Hawaii
29	DOT–A	Hawaii Department of Transportation, Airports Division
30	DOT-HAR	Hawaii Department of Transportation, Harbors Division

31	DOTAX	Department of Taxation, State of Hawaii
32	EPA	U.S. Environmental Protection Agency
33	FAA	Federal Aviation Administration
34	FHWA	Federal Highway Administration,
35		U.S. Department of Transportation
36	HAR	Hawaii Administrative Rules
37	HDOT	Department of Transportation, State of Hawaii
38	HIOSH	Occupational Safety and Health, Department of Labor and
39		Industrial Relations, State of Hawaii
40	HMA	Hot Mix Asphalt
41	HRS	Hawaii Revised Statutes
42	IBC	International Building Code
43	IEEE	Institute of Electrical and Electronic Engineers
44	IRS	Internal Revenue Service
45	ITE	Institute of Transportation Engineers
46	MUTCD	Manual on Uniform Traffic Control Devices for Streets and
47		Highways, FHWA, U.S. Department of Transportation
48	NEC	National Electric Code
49	NEMA	National Electrical Manufacturers Association
50	NFPA	National Fire Protection
51	NPDES	National Pollutant Discharge Elimination System
52	OSHA	Occupational Safety and Health Administration/Act,
53		U.S. Department of Labor
54	SI	International Systems of Units
55	UL	Underwriter's Laboratory
56	USGS	U.S. Geological Survey
57	VECP	Value Engineering Cost Proposal

58

59 **1.3 Definitions.** Whenever the following words and terms are used in the  
60 contract documents, unless otherwise prescribed therein and without regards to  
61 the use or omission of uppercase letters, the meaning and intent shall be as  
62 follows:

63

64 **Addendum (plural - Addenda)** - A written or graphic document, including  
65 drawings and specifications, issued by the Director during the bidding period.  
66 This document modifies or interprets the bidding documents by additions,  
67 deletions, clarifications, or corrections. An addendum supersedes all prior  
68 conflicting documents.

69

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

72

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

76

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

79

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

83

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

87

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

91

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

95

96 **Blue Book** - "Rental Rate Blue Book for Construction Equipment" published by  
97 Equipment Watch, A Premedia Business Directories and Book Group.

98

99 **Calendar Day** - See Day.

100

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

111

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

114

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

119

120 **Contract** - The written agreement between the State and the Contractor setting  
121 forth the obligations of the parties thereunder, including, but not limited to, the  
122 performance of the work, the furnishing of labor and materials, the completion  
123 date, and the basis of payment. The contract comes into existence only upon  
124 delivery to the Contractor of the written agreement containing all necessary  
125 signatures and certifications of the State and the Contractor. The contract  
126 includes the notice to bidders; instructions to bidders; addenda; proposal

127 (including wage schedule, list of subcontractors, and other documentations  
128 accompanying the bid); contract form and contract bond(s); specifications;  
129 general and special provisions; general and detailed plans; field orders, orders  
130 for minor changes, and change orders; all approved or accepted submittals;  
131 notice to proceed; written operational instructions; and restrictions and limitations  
132 on the Contractor, including, but not limited to, those described in the  
133 Contractor's Training Guide and FAA Advisory Circulars.

134

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

140

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

143

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

146

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

153

154 **Contracting Officer** - See Engineer.

155

156 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or other  
157 legal entity undertaking the execution of the work under the terms of the contract  
158 with the State and acting directly or through its agents or employees.

159

160 **Critical Path** - Longest logical sequence of activities that must be completed on  
161 schedule for the entire project to be completed on schedule.

162

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

166

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

169

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

172

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

176

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

182

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

185

186 **Equipment** - All machinery, tools, and apparatus, together with the supplies  
187 necessary for their upkeep and maintenance, needed to perform and/or required  
188 to complete the contract.

189

190 **Field Order** - A written order issued by the Engineer, or the Engineer's  
191 authorized representative, to the Contractor requiring a change or changes to the  
192 contract work. A field order may (1) establish a price adjustment or time  
193 adjustment; (2) may declare that no adjustment will be made to contract price or  
194 contract time; or (3) may request the Contractor submit a proposal for an  
195 adjustment to the contract price or contract time.

196

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

199

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

203

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

206

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

211

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

214

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

217

218 **Inspector** - The Engineer's authorized representative assigned to make detailed  
219 inspections of contract performance, prescribed work, and materials supplied.

220

221 **Invitation for Bids** - The published solicitation notice, bid requirements, bid  
222 forms, and the proposed contract documents, including all addenda and  
223 clarifications issued prior to receipt of the bid, whether attached, referenced  
224 therein, or incorporated by reference.

225

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

228

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

233

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

236

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

239

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

244

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

248

249 **Offer** - See Bid.

250

251 **Offeror** - See Bidder.

252



253 **Plans** - See Drawings.

254

255 **Proposal** - See Bid.

256

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

258

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

262

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

265

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

270

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

274

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

277

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

280

281 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data  
282 or information which are specifically prepared or assembled, by or for the  
283 Contractor, and submitted by the Contractor to illustrate some portion of the  
284 work.

285

286 **Shortage Trade** – a construction trade in which there is a shortage of Hawaii  
287 residents qualified to work in the trade, as determined by the Department of  
288 Labor and Industrial Relations.

289

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

293

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

296

297 **Solicitation** - See Invitations for Bids.

298

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

301

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

304

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

307

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

310

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

313

314 **State Waters** - All waters, fresh, brackish, or salt, around and within the State,  
315 including, but not limited to, coastal waters, streams, rivers, drainage ditches,  
316 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage

317 ditches, ponds, and reservoirs required as a part of a water pollution control  
318 system are excluded.

319

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

323

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

327

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

331

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

336

337 (1) All utilities and services are connected and working;

338

339 (2) All equipment is in acceptable working condition;

340

341 (3) Additional activity by the Contractor to correct punchlist items will  
342 not prevent or disrupt use of the work or the facility in which the work is  
343 located; and

344

345 (4) The building, structure, improvement, or facility can be used for its  
346 intended purpose.

347

348 For bridge and roadway work, in addition to the above requirements,  
349 substantial completion is the point at which all bridge deck, parapet, pavement  
350 structure, shoulder, drainage, traffic signal, guardrail, safety appurtenance, traffic  
351 barrier, lighting, and required signs and markings work are complete.

352

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

356

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

360

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

364

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

368

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

372

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

377

378 **Water Pollution - (1)** Such contamination or other alteration of the physical,  
379 chemical, or biological properties of any state waters, including change in

380 temperature, taste, color, turbidity, or odor of the waters; or **(2)** Such discharge  
381 of any liquid, gaseous, solid, radioactive, or other substances into any state  
382 waters, as will or is likely to, create a nuisance or render such waters  
383 unreasonably harmful, detrimental, or injurious to public health, safety, or  
384 welfare, including harm, detriment, or injury to public water supplies, fish and  
385 aquatic life and wildlife, recreational purposes, and agricultural and industrial  
386 research and scientific uses of such waters as will or is likely to violate any water  
387 quality standards, effluent standards, treatment and pretreatment standards, or  
388 standards of performance for new sources adopted by the Department of Health.

389

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

394

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

397

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

400

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

403

404

**END OF ARTICLE I**