

1 Amend **Section 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS** to read as
2 follows:

3
4 **“DIVISION 100 - GENERAL PROVISIONS**

5
6
7 **SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS**

8
9 **101.01 Meaning of Terms.** The specifications are generally written in the
10 imperative mood. In sentences using the imperative mood, the subject, “the
11 Contractor shall”, is implied. In the material specifications, the subject may also
12 be the supplier, fabricator, or manufacturer supplying material, products, or
13 equipment for use on the project. The word “will” generally pertains to decisions
14 or actions of the State.

15
16 When a publication is specified, it refers to the most recent date of issue,
17 including interim publications, before the bid opening date for the project, unless a
18 specific date or year of issue is provided.

19
20 **101.02 Abbreviations.** Meanings of abbreviations used in the specifications,
21 on the plans, or in other contract documents are as follows:

22

23	AAN	American Association of Nurserymen
24		
25	AASHTO	American Association of State Highway and 26 Transportation Officials
27		
28	ACI	American Concrete Institute
29		
30	ADA	Americans with Disabilities Act
31		
32	ADAAG	Americans with Disabilities Act Accessibility Guidelines
33		
34	AGC	Associated General Contractors of America
35		
36	AIA	American Institute of Architects
37		
38	AISC	American Institute of Steel Construction
39		
40	AISI	American Iron and Steel Institute
41		
42	ANSI	American National Standards Institute
43		
44	APA	American Plywood Association
45		

46	ARA	American Railway Association
47		
48	AREA	American Railway Engineering Association
49		
50	ASA	American Standards Association
51		
52	ASCE	American Society of Civil Engineers
53		
54	ASLA	American Society of Landscape Architects
55		
56	ASTM	American Society for Testing and Materials
57		
58	AWG	American Wire Gauge
59		
60	AWPA	American Wood Preserver's Association
61		
62	AWS	American Welding Society
63		
64	AWWA	American Water Works Association
65		
66	BMP	Best Management Practice
67		
68	CCO	Contract Change Order
69		
70	CFR	Code of Federal Regulations
71		
72	CRSI	Concrete Reinforcing Steel Institute
73		
74	DCAB	Disability and Communication Access Board, Department of Health, State of Hawaii
75		
76		
77	DOTAX	Department of Taxation, State of Hawaii
78		
79	EPA	U.S. Environmental Protection Agency
80		
81	FHWA	Federal Highway Administration, U.S. Department of Transportation
82		
83		
84	FSS	Federal Specifications and Standards, General Services Administration, U.S. Department of Defense
85		
86		
87	HAR	Hawaii Administrative Rules
88		
89	HDOT	Department of Transportation, State of Hawaii
90		

91	HIOSH	Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii
92		
93		
94	HMA	Hot Mix Asphalt
95		
96	HRS	Hawaii Revised Statutes
97		
98	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
99		
100	IMSA	International Municipal Signal Association
101		
102	IRS	Internal Revenue Service
103		
104	ITE	Institute of Transportation Engineers
105		
106	MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
107		
108		
109	NCHRP	National Cooperative Highway Research Program
110		
111	NEC	National Electric Code
112		
113	NEMA	National Electrical Manufacturers Association
114		
115	NFPA	National Forest Products Association
116		
117	NPDES	National Pollutant Discharge Elimination System
118		
119	OSHA	Occupational Safety and Health Administration/Act, U.S. Department of Labor
120		
121		
122	SAE	Society of Automotive Engineers
123		
124	SI	International Systems of Units
125		
126	UFAS	Uniform Federal Accessibility Standards
127		
128	UL	Underwriter's Laboratory
129		
130	USGS	U.S. Geological Survey
131		
132	VECP	Value Engineering Cost Proposal
133		
134		

135 **101.03 Definitions.** Whenever the following words, terms, or pronouns are
136 used in the contract documents, unless otherwise prescribed therein and without
137 regards to the use or omission of uppercase letters, the intent and meaning shall
138 be interpreted as follows:

139
140 **Addendum (plural - Addenda)** - A written or graphic document, including
141 drawings and specifications, issued by the Director during the bidding period. This
142 document modifies or interprets the bidding documents by additions, deletions,
143 clarifications or corrections.

144
145 **Addition** (to the contract sum) - Amount added to the contract sum by change
146 order.

147
148 **Advertisement** - A public announcement inviting bids for work to be performed or
149 materials to be furnished.

150
151 **Amendment** - A written document issued to amend the existing contract between
152 the State and Contractor and properly executed by the Contractor and Director.

153
154 **Award** - Written notification to the bidder that the bidder has been awarded a
155 contract.

156
157 **Bad Weather Day (or Unworkable Day)** - A day when weather or other conditions
158 prevent a minimum of four hours of work with the Contractor's normal work force
159 on critical path activities at the site.

160
161 **Bag** - 94 pounds of cement.

162
163 **Barrel** - 376 pounds of cement.

164
165 **Base Course** - The layer or layers of specified material or selected material of a
166 designed thickness placed on a subbase or subgrade to support a surface course.

167
168 **Basement Material** - The material in excavation or embankments underlying the
169 lowest layer of subbase, base, pavement, surfacing or other specified layer.

170
171 **Bid** - See Proposal.

172
173 **Bidder** - An individual, partnership, corporation, joint venture or other legal entity
174 submitting, directly or through a duly authorized representative or agent, a
175 proposal for the work or construction contemplated.

176
177 **Bidding Documents (or Solicitation Documents)** - The published solicitation
178 notice, bid requirements, bid forms and the proposed contract documents including
179 all addenda and clarifications issued prior to receipt of the bid.

180

181 **Bid Security** - The security furnished by the bidder from which the State may
182 recover its damages in the event the bidder breaches its promise to enter into a
183 contract with the State, or fails to execute the required bonds covering the work
184 contemplated, if its proposal is accepted.

185
186 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as
187 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a
188 division of Penton, Inc.

189
190 **Calendar Day** - See Day.

191
192 **Change Order (or Contract Change Order)** - A written order signed by the
193 Engineer issued with or without the consent of the Contractor directing changes in
194 the work, contract time or contract price. The purposes of a change order include,
195 but are not limited to (1) establishing a price or time adjustment for changes in the
196 work; (2) establishing full payment for direct, indirect, and consequential costs,
197 including costs of delay; (3) establishing price adjustment or time adjustment for
198 work covered and affected by one or more field orders; or (4) settling Contractor's
199 claims for direct, indirect, and consequential costs, or for additional contract time,
200 in whole or in part.

201
202 **Completion** - See Substantial Completion and Final Completion.

203
204 **Completion Date** - The date specified by the contract for the completion of all
205 work on the project or of a designated portion of the project.

206
207 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting
208 and General Services.

209
210 **Contract** - The written agreement between the Contractor and the State, by which
211 the Contractor shall provide all labor, equipment, and materials and perform the
212 specified work within the contract time stipulated, and by which the State of Hawaii
213 is obligated to compensate the Contractor at the prices set forth in the contract
214 documents.

215
216 **Contract Certification Date** - The Date on which the Deputy Comptroller for the
217 State of Hawaii (or authorized representative) signs the Contract Certification.

218
219 **Contract Completion Date** - The calendar day on which all work on the project,
220 required by the contract, must be completed. See CONTRACT TIME.

221

222 **Contract Documents** - The contract, solicitation, addenda, notice to bidders,
223 Contractor's bid proposal (including wage schedule, list of subcontractors and
224 other documentations accompanying the bid), notice to proceed, bonds, general
225 provisions, special provisions, specifications, drawings, all modifications, all written
226 amendments, change orders, field orders, orders for minor changes in the work,
227 the Engineer's written interpretations and clarifications issued on or after the
228 effective date of the contract.
229
230 **Contract Item (Pay Item)** - A specific unit of work for which there is a price in the
231 contract.
232
233 **Contract Modification (Modification)** - A change order that is mutually agreed to
234 and signed by the parties to the contract.
235
236 **Contract Price** - The amount designated on the face of the contract for the
237 performance of work.
238
239 **Contract Time (or Contract Duration)** - The number of calendar or working days
240 provided for completion of the contract, inclusive of authorized time extensions.
241 Contract time shall commence on the Start Work Date and end on the Substantial
242 Completion Date. If in lieu of providing a number of calendar or working days, the
243 contract requires completion by a certain date, the work shall be completed by that
244 date.
245
246 **Contracting Officer** - See Engineer.
247
248 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or other
249 legal entity undertaking the execution of the work under the terms of the contract
250 with the State.
251
252 **Critical Path** - Longest logical sequence of activities that must be completed on
253 schedule for the entire project to be completed on schedule.
254
255 **Day** - Any day shown on the calendar, beginning at midnight and proceeding up
256 to, but not including, midnight the following day. If no designation of calendar or
257 working day is made, "day" shall mean calendar day.
258
259 **Department** - The Department of Transportation of the State of Hawaii
260 (abbreviated HDOT).
261
262 **Director** - The Director of the HDOT acting directly or through duly authorized
263 representatives.
264
265 **Plans (or Drawings)** - The contract drawings in graphic or pictorial form including
266 the notes, tables and other notations thereon indicating the design, location,
267 character, dimensions, and details of the work.

268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314

Engineer - The Highway Administrator, Highways Division, HDOT, or the authorized person delegated to act on the Administrator’s behalf.

Equipment - All machinery, tools, and apparatus needed 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; or (2) may declare that no adjustment will be made to contract price or contract time; or (3) may request the Contractor to submit a proposal for an adjustment to the contract price or contract time.

Final Acceptance - The Status of the project when the Engineer finds that the Contractor has satisfactorily completed all contract work in compliance with the contract including all plant establishment requirements, and all the materials have been accepted by the State.

Final Completion - The date set by the Director that all work required by the contract has been completed in full compliance with the contract documents.

Final Inspection - Inspection where all contract items (with the exception of Planting Period and Plant Establishment Period) are accepted by the Engineer. Substantial Completion will be issued by the Engineer based on the satisfactory results of the Final Inspection.

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 of quality of a product or work.

Hawaii Administrative Rules - Rules adopted by the State in accordance with Chapter 91 of the Hawaii Revised Statutes, as amended.

Highway (Street, Road, or Roadway) - A public way within a right-of-way designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.

HAWAII ePROCUREMENT SYSTEM (HiePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

Highways Division - The Highways Division of the Hawaii Department of Transportation constituted under the laws of Hawaii for the administration of highway work.

315 **Holidays** - The days of each year which are set apart and established as State
316 holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.

317
318 **Inspector** - The Engineer's authorized representative assigned to make detailed
319 inspections of contract performance, prescribed work, and materials supplied.

320
321 **Laboratory** - The testing laboratory of the Highways Division or other testing
322 laboratories that may be designated by the Engineer.

323
324 **Laws** - All Federal, State, and local laws, executive orders and regulations having
325 the force of law.

326
327 **Leveling Course** - An aggregate mixture course of variable thickness used to
328 restore horizontal and vertical uniformity to existing pavements or shoulders.

329
330 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated
331 Damages for Failure to Complete the Work or Portions of the Work on Time, to be
332 paid to the State or to be deducted from any payments payable to or, which may
333 become payable to the Contractor.

334
335 **Lump Sum (LS)** - When used as a payment method means complete payment
336 for the item of work described in the contract documents.

337
338 **Material** - Any natural or manmade substance or item specified in the contract to
339 be incorporated in the work.

340
341 **Notice to Bidders** - The advertisement for proposals for all work or materials on
342 which bids are required. Such advertisement will indicate the location of the work
343 to be done or the character of the material to be furnished and the time and place
344 for the opening of proposals.

345
346 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying
347 the date on which the Contractor is to begin procuring materials and required
348 permits and adjusting work forces, equipment, schedules, etc. prior to beginning
349 physical work.

350
351 **Pavement** - The uppermost layer of material placed on the traveled way or
352 shoulders or both. Pavement and surfacing may be interchangeable.

353
354 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or
355 other specified layer of a roadway constructed on a subgrade to support the traffic
356 load.

357
358 **Payment Bond** - The security executed by the Contractor and surety or sureties
359 furnished to the Department to guarantee payment by the Contractor to laborers,
360 material suppliers and subcontractors in accordance with the terms of the contract.

361

362 **Physical Work** - Physical construction activities on the project site or at
363 appurtenant facilities including staging areas. It includes; (i) building or installing
364 any structures or facilities including, but not limited to sign erection; BMP
365 installation; field office site grading and building; (ii) removal, adjustment, or
366 demolition of physical obstructions on site; (iii) any ground breaking activities; and
367 (iv) any utility work. It does not include pre-construction environmental testing
368 (such as water quality baseline measurements) that may be required as part of
369 contract.

370
371 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer
372 that all physical work on the project, with the exception of planting period and plant
373 establishment period, has been completed. Notice from Contractor of substantial
374 completion will suspend contract time until Contractor receives punchlist from
375 Engineer.

376
377 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top
378 surface of the proposed pavement.

379
380 **Project Acceptance Date** - The calendar day on which the Engineer accepts the
381 project as completed. See Final Completion.

382
383 **Proposal (Bid)** - The offer of a Bidder, on the prescribed HDOT form, to perform
384 the work and to furnish the labor and materials at the prices quoted.

385
386 **Public Traffic** - Vehicular or pedestrian movement on a public way.

387
388 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
389 corrected by the Contractor in order to substantially complete the contract.

390
391 **Questionnaire** - The specified forms on which the bidder shall furnish required
392 information as to its ability to perform and finance the work.

393
394 **Request for Change Proposal** - A written notice from the Engineer to the
395 Contractor requesting that the Contractor provide a price and/or time proposal for
396 contemplated changes preparatory to the issuance of a field order or change order.

397
398 **Right-of-Way** - Land, property, or property interests acquired by a government
399 agency for, or devoted to transportation purposes.

400
401 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
402 as a foundation for the pavement structure and shoulders.

403
404 **Roadside** - The area between the outside edges of the shoulders and the right-of-
405 way boundaries. Unpaved median areas between inside shoulders of divided
406 highways and infield areas of interchanges are included.

407

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

410
411 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data
412 or information which are specifically prepared or assembled by or for the
413 Contractor and submitted by the Contractor to illustrate some portion of the work.

414
415 **Shoulder** - The portion of the roadway next to the traveled way for:
416 accommodation of stopped vehicles, placement of underground facilities,
417 emergency use, and lateral support of base and surface courses.

418
419 **Sidewalk** - That portion of the roadway primarily constructed for use by
420 pedestrians.

421
422 **Solicitation** - An invitation to bid or request for proposals or any other document
423 issued by the Department to solicit bids or offers to perform a contract. The
424 solicitation may indicate the time and place to receive the bids or offers and the
425 location, nature and character of the work, construction or materials to be provided.

426
427 **Specifications** - Compilation of provisions and requirements to perform
428 prescribed work.

429
430 **(A) Standard Specifications.** Specifications by the State intended for
431 general application and repetitive use.

432
433 **(B) Special Provisions.** Revisions and additions to the standard
434 specifications applicable to an individual project.

435
436 **Standard Plans** - Drawings provided by the State for specific items of work
437 approved for repetitive use.

438
439 **State** - The State of Hawaii, its Departments and agencies, acting through its
440 authorized representative(s).

441
442 **State Waters** – All waters, fresh, brackish, or salt, around and within the State,
443 including, but not limited to, coastal waters, streams, rivers, drainage ditches,
444 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage
445 ditches, ponds, and reservoirs required as a part of a water pollution control system
446 are excluded.

447
448 **Start Work Date** - Date on which Contractor begins physical work on the contract.
449 This date shall also be the beginning of Contract Time.

450
451 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,
452 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation
453 drains, and other such features that may be encountered in the work.

454

455 **Subbase** - A layer of specified material of specified thickness between the
456 subgrade and a base.

457
458 **Subcontract** - Any written agreement between the Contractor and its
459 subcontractors which contains the conditions under which the subcontractor is to
460 perform a portion of the work for the Contractor.

461
462 **Subcontractor** - An individual, partnership, firm, corporation, joint venture or other
463 legal entity, as licensed or required to be licensed under Chapter 444, Hawaii
464 Revised Statutes, as amended, which enters into an agreement with the
465 Contractor to perform a portion of the work.

466
467 **Subgrade** - The top surface of completed earthwork on which subbase, base,
468 surfacing, pavement, or a course of other material is to be placed.

469
470 **Substantial Completion** - The Status of the project when the Contractor has
471 completed the work, except for the planting period and plant establishment period,
472 and each of the following requirements are met:

473
474 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike
475 paths) are in their final configuration as designed and the final
476 wearing surface has been installed;

477
478 (2) All operational and safety devices have been installed in accordance
479 with the contract documents including guardrails, end treatments,
480 traffic barriers, required signs and pavement markings, drainage,
481 parapet, and bridge and pavement structures;

482
483 (3) All required illumination and lighting for normal and safe use and
484 operation is installed and functional in accordance with the contract
485 documents;

486
487 (4) All utilities and services are connected and working;

488
489 (5) The need for temporary traffic controls or lane closures at any time
490 has ceased, except for lane closures required for routine
491 maintenance;

492
493 (6) The building, structure, improvement or facility can be used for its
494 intended purpose.

495
496 **Substantial Completion Date** - The date the Substantial Completion is granted
497 by the Engineer in Writing and Contract Time stops.

498
499 **Superintendent** - The employee of the Contractor who is responsible for all the
500 work and is a Contractor's agent for communications to and from the State.

501

502 **Surety** - The qualified individual, firm or corporation other than the Contractor,
503 which executes a bond with and for the Contractor to insure its acceptable
504 performance of the contract.

505
506 **Surfacing** - The uppermost layer of material placed on the traveled way or
507 shoulders. This term is used interchangeably with pavement.

508
509 **Traveled Way** - The portion of the roadway for the movement of vehicles,
510 exclusive of shoulders.

511
512 **Unsuitable Material** - Materials that contain organic matter, muck, humus, peat,
513 sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable
514 for use in earthwork.

515
516 **Utility** - A line, facility, or system for producing, transmitting, or distributing
517 communications, power, electricity, heat, gas, oil, water, steam, waste, or storm
518 water.

519
520 **Utility Owner** - The entity, whether private or owned by a State, Federal, or County
521 governmental body, that has the power and responsibility to grant approval for, or
522 undertake construction work involving a particular utility.

523
524 **Water Pollutant** - Dredged spoil, solid refuse, incinerator residue, sewage,
525 garbage, sewage sludge, munitions, chemical waste, biological materials,
526 radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,
527 sediment, cellar dirt and industrial, municipal, and agricultural waste.

528
529 **Water Pollution** - **(1)** Such contamination or other alteration of the physical,
530 chemical, or biological properties of any state waters, including change in
531 temperature, taste, color, turbidity, or odor of the waters, or **(2)** Such discharge of
532 any liquid, gaseous, solid, radioactive, or other substances into any state waters,
533 as will or is likely to create a nuisance or render such waters unreasonably harmful,
534 detrimental, or injurious to public health, safety, or welfare, including harm,
535 detriment, or injury to public water supplies, fish and aquatic life and wildlife,
536 recreational purposes and agricultural and industrial research and scientific uses
537 of such waters or as will or is likely to violate any water quality standards, effluent
538 standards, treatment and pretreatment standards, or standards of performance for
539 new sources adopted by the Department of Health.

540
541 **Work** - The furnishing of all labor, material, equipment, and other incidentals
542 necessary or convenient for the successful execution of all the duties and
543 obligations imposed by the contract.

544
545 **Working Day** - A calendar day in which a Contractor is capable of working four or
546 more hours with its normal work force, exclusive of:
547

548
549
550
551
552
553
554
555
556
557

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

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

END OF SECTION 101