

SECTION 00570

DEFINITIONS

PART 1 GENERAL

1.1 ABBREVIATIONS

- A. Wherever the following abbreviations are used in the Contract, they mean:
1. AAN American Association of Nurserymen
 2. AAR Association of American Railroads
 3. AASHTO American Association of State Highway and Transportation Officials
 4. ACI American Concrete Institute
 5. AGC Associated General Contractors
 6. AI Asphalt Institute
 7. AIA American Institute of Architects
 8. AISC American Institute of Steel Construction
 9. AISI American Iron and Steel Institute
 10. AMRL AASHTO Materials Reference Laboratory
 11. ANSI American National Standards Institute
 12. APL Accepted Products Listing
 13. ARA American Railway Association
 14. AREA American Railway Engineering Association
 15. ASCE American Society of Civil Engineers
 16. ASLA American Society of Landscape Architects
 17. ASTM American Society for Testing and Materials
 18. ATMS Advanced Traffic Management System
 19. AWPA American Wood Preservers' Association
 20. AWWA American Water Works Association
 21. AWS American Welding Society
 22. CRF Code of Federal Regulations
 23. CSI Construction Specification Institute
 24. EBS UDOT's Electronic Bid System
 25. EUSERC Electric Utility Service Equipment Requirements Committee
 26. FHWA Federal Highway Administration
 27. FSS Federal Specifications and Standards
 28. GSA General Services Administration

29.	IMSA	International Municipal Signal Association
30.	ITE	Institute of Traffic Engineers
31.	MIL	Military Specifications
32.	MUTCD	Manual on Uniform Traffic Control Devices
33.	NEMA	National Electrical Manufacturers Association
34.	NVLAP	National Verification Laboratory Acceptance Program, (Bureau of Standards)
35.	OSHA	Occupational Safety and Health Administration
36.	PCA	Portland Cement Association
37.	PDPL	Performance Data Products Listing
38.	SAE	Society of Automotive Engineers
39.	SSPC	Steel Structures Painting Council
40.	WP3	Storm Water Pollution Prevention Plan
41.	U.L.	Underwriter's Laboratory
42.	UDOT	Utah Department of Transportation
43.	UPDES	Utah Pollution Discharge Elimination System
44.	USAS	United States of American Standard Institute
45.	WWPA	Western Wood Products Association

1.2 TERMS

- A. Wherever the following terms are used in the Contract, they mean:
1. **A+B Bidding:** A Cost-Plus-Time bidding procedure.
 2. **Acts of God:** Earthquake, tidal wave, tornado, hurricane, or any other cataclysmic phenomenon of nature beyond the Contractor's control that causes loss, damage, or injury to the work.
 3. **Addendum:** Change in bid proposals during time of advertisement.
 4. **Advertisement:** The public announcement inviting bids for work to be performed or materials to be furnished.
 5. **Award:** The acceptance of a Proposal or Statement of Qualifications by the Department resulting in a Contract for work between the Department and the Contractor.
 6. **Backfill:** Material used to replace, or the act of replacing material removed during construction.
 7. **Bidder:** Any individual or legal entity submitting a Proposal or Statement of Qualifications in response to the Departments' request.
 8. **Bid Proposal:** The prescribed form on which the bidder's financial offer is submitted.

9. **Bridge:** A structure, including supports, erected over a depression or an obstruction such as water, highway, or railway, and having:
 - a. A track or passageway for carrying traffic or other moving loads,
 - b. A length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.
10. **Bridge Length:** The over-all length of a bridge measured along the line of survey stationing back to back of back-walls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.
 - a. **Bridge Roadway Width:** The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or in the case of multiple height of curbs, between the bottoms of the lower risers or if curbs are not used, between inner faces of parapet or railing.
11. **Calendar Day:** Every day shown on the calendar, beginning and ending at midnight.
12. **Certificate of Compliance:** A document containing a certified statement from the manufacturer or supplier concerning the quality and quantity of material delivered.
13. **Change Order:** A written order to the Contractor covering contingencies, extra work, increases or decreases in contract quantities, revised work schedule, and additions or alterations of the Contract which establishes the basis of payment and time adjustments for the work affected by the changes.
14. **Commercial Plants:** A plant that sells material to the general public before the Department's advertisement of the Contract, and possesses the required retail sales tax license and business license in its residential State.
15. **Commission:** The Utah Transportation Commission.
16. **Completion:** Completion of the Contract occurs when:
 - a. The work has been satisfactorily completed in all respects under the Contract.
 - b. The project is ready for use by the Department as required by the Contract.
 - c. The Contractor has satisfactorily executed and delivered to the Engineer all documents, certificates and proofs of compliance required by the Contract.
 - d. The satisfactory execution and delivery of these documents, certificates and proofs of compliance to the Engineer is a material requirement of the Contract.

17. **Concrete - Small Structure:** 8 cubic yards or less of concrete.
18. **Conformity:** Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, conformity means compliance with such tolerances.
19. **Contract:** The written agreement between the Department and the Contractor establishing the obligations of the parties for the performance of the work prescribed. The Contract includes the following, all of which constitute one instrument:
 - a. Invitation for Bids
 - b. Proposal
 - c. Contract Bond
 - d. Specifications
 - e. Supplemental Specifications
 - f. Special Provisions
 - g. General and detailed plans
 - h. Notice of award
 - i. Notice to proceed
 - j. Authorized contract time extensions.
 - k. Any change orders and agreements that are required to complete the construction of the work in an acceptable manner
20. **Contract Bid Item (Pay Item):** A specific unit of work for which a price is provided in the Contract.
21. **Contract Bond:** The approved form of security, executed by the Contractor and the Contractor's Surety or Sureties, guaranteeing complete execution of the Contract and all pertinent change orders and the payment of all legal debts pertaining to the construction of the project.
22. **Contract Payment Bond:** The security executed by the Contractor and furnished to the Department to guarantee payment of all legal debts of the Contractor pertaining to the construction of the Contract.
23. **Contract Performance Bond:** The security executed by the Contractor and furnished to the Department to guarantee completion of the work under the Contract.
24. **Contract Time:** The number of working days or calendar days allowed for completion of the Contract including authorized time extensions. When a calendar date of completion is specified, the Contract is to be completed on or before that date. Specified completion date and calendar day contracts are to be completed on or before the day indicated even when that date is a Saturday, Sunday or holiday.

25. **Contractor:** The individual or legal entity contracting with the Department for performance of prescribed work.
26. **Contractor Affiliate:** Any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, or auditor, or other like position.
27. **County:** The county where the contracted work is located.
28. **Culvert:** Any structure that provides an opening under the roadway not meeting the classification of a bridge as defined in this Section, article "Terms," paragraph, "Bridge."
29. **Debarment:** Action taken by the Department or Federal Government pursuant to regulation that prohibits a person or company from performing work on a public project.
30. **Department:** The Utah Department of Transportation.
31. **Electronic Communication:** A communication transmitted through facsimile (fax), e-mail, or other electronic means where a hard copy can be produced.
32. **Engineer:** The UDOT Deputy Director of the Department, acting directly or through a duly authorized representative (usually the Project Engineer or Consultant Engineer), who is responsible for engineering supervision of construction covered by the Contract. A Consultant Engineer who is hired by the Department for Construction Project Management is considered an extension of the Department and has the same responsibility and authority as a Project Engineer.
33. **Equipment:** All machinery, tools, apparatus, and supplies necessary for the upkeep, maintenance, construction, and completion of the Contract.
34. **Extra Work:** Work not provided for in the Contract, but found by the Engineer to be essential for the satisfactory completion of the Contract within its intended scope.
35. **Force Account Work:** Work performed as directed by the Engineer and paid for on the basis of actual costs and appropriate additives.
36. **Geotextile:** Any permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering related material, as an integral part of a man-made project, structure, or system. Geotextile generally refers to knitted, woven, and nonwoven fabrics.
37. **Highway, Street, or Road:** A general term denoting a public way for purposes of travel, including the entire area within the right-of-way.

38. **Holidays:** For determining working days, the following are considered Utah holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Pioneer Day	

When the Holiday falls on a Saturday, Friday will be the Holiday; when the Holiday falls on Sunday, Monday will be the Holiday.

39. **Incentive/Disincentive Provisions:** An adjustment to the contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorist, and other items involved in the Contract.
40. **Inspector:** The Engineer's authorized representative assigned to make detailed inspections of contract performance.
41. **Interpretations:** Unless otherwise stated in the Contract, all direction, approvals, permissions or acceptance is by the Engineer.
42. **Invitation for Bids:** The Advertisement for Proposals for all work or materials on which bids are requested. Such advertisement indicates with reasonable accuracy the quantity and location of the work to be performed or the character and quantity of the material to be furnished and the time and place of the opening of proposals.
43. **Laboratory:** The testing laboratory of the Department or any other testing laboratory designated by the Engineer.
44. **Lane Rental:** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out-of-service.
45. **Limits of Construction:** An area with established boundaries, identified within the highway right-of-way or construction easements, where the Contractor's use for construction purposes is permitted. The limits of construction may also be referred to as the roadway.
46. **Liquidated Damages:** A predetermined sum to be assessed the Contractor. This sum is not considered as a penalty, but as liquidated damages due the Department by reason of inconvenience to the public, added cost of engineering and supervision, and other items for extra expenditures of public funds for the Contractor's failure as specified.

47. **Major and Minor Contract Items:** Any item having a contract value in excess of 5 percent of the original contract amount is a major item. All other original contract items are minor items.
48. **Materials:** Any substances specified for incorporation into the completed project.
49. **Notice to Proceed:** Written notice to the Contractor to begin the Contract including the starting date of contract time, when applicable.
50. **Overburden:** Any material that overlays material designated for road or bridge construction.
51. **Pavement Structure:** The combination of subbase, base course, and surface course placed on a subgrade to support and distribute the traffic load to the roadbed.
- a. **Surface Course:** One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called the "Wearing Course."
 - b. **Base Course:** One or more layers of specified material and thickness placed on a subbase or a subgrade to support a surface course.
 - c. **Subbase:** Layer(s) of specified material thickness placed on a subgrade to support a base course.
 - d. **Subgrade:** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
 - e. **Subgrade Treatment:** Stabilization of roadbed material.
52. **Plans:** Approved contract drawings showing the location, type, dimensions and details of the Contract to be performed.
- a. **Standard Plans:** Detailed drawings approved for repetitive use.
 - b. **Working Drawings:** Supplemental design sheets or similar data that the Contractor is required to submit to the Engineer such as shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.
53. **Prequalification/Initial Financial Screening Statement:** The specific forms on which required information is furnished about the Contractor's ability to perform and finance the work.
54. **Profile Grade:** The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.
55. **Project:** The specific section of the highway or other specific property on which construction is to be performed under the Contract.

56. **Proposal:** A bidder's written offer on Department furnished forms, to perform stated work at the quoted prices.
57. **Proposal Form:** The prescribed form on which the bidder's offer is submitted.
58. **Proposal Guaranty:** The security furnished with a proposal to assure that the bidder will enter into the Contract if the Proposal is accepted.
59. **Responsible Bidder:** A bidder determined by the Department to possess the ability to perform the Contract work.
60. **Responsive Bid:** A bid that meets all requirements of the invitation for bids.
61. **Right-of-Way:** A general term denoting land, property, or interest acquired for or devoted to transportation purposes.
62. **Roadbed:** The graded portion of highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.
63. **Roadbed Material:** Material in cuts, embankments, and in embankment foundations from the subgrade down that supports the pavement structure.
64. **Roadside:** The areas between the outside edges of the shoulders and the right-of-way boundaries including unpaved median areas between inside shoulders of divided highways and areas within interchanges.
65. **Roadside Development:** Items necessary for the preservation or replacement of landscape materials. Features may include suitable plantings and other improvements or ground cover to preserve and enhance the appearance and stability of the highway right-of-way or acquired easements for scenic improvements.
66. **Roadway:** The portion of a highway within limits of construction.
67. **Shoulder:** The portion of the roadway adjacent to the traveled way where vehicles may stop for emergencies, and which supports base and surface courses.
68. **Sidewalk:** That portion of the roadway constructed for pedestrian use.
69. **Site of Work:** As defined in Title 29 CRF 5.2 (1).
 - A. The physical place or places where the construction called for in the Contract remain(s) when the work is completed.
 - B. The adjacent nearby property used by the Contractor or subcontractor in such construction.
 - C. Fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided they are dedicated exclusively (or nearly so) to the performance of the Contract and are in proximity to the actual construction location such that it would be reasonable to include them, except as noted in the following exclusions.

- D. Exclusions:
1. The **permanent** home offices, branch plants, fabrication plants, and tool yards of a Contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or Federally assisted contract.
 2. Fabrication plants, borrow pits, job headquarters, etc., of a commercial supplier or materialman that are established by the supplier of the materials for the project before opening of bids and not on the project site.
70. **Specialty Item:** Items limited to work requiring highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organization qualified and expected to bid on the Contract as a whole. Generally limited to minor components of the overall Contract.
71. **Specifications:** The compilation of provisions and requirements for the performance of prescribed work.
- a. **Special Provisions:** Additions and revisions to the standard and supplemental specifications applicable to an individual contract.
 - b. **Standard Specifications:** This book of specifications approved for general application and repetitive use.
72. **Specified Completion Date:** The date when the Contract work is specified to be complete.
73. **Stabilization:** Modification of soils or aggregates by incorporating materials that increases load-bearing capacity, firmness, and resistance to weathering or displacement.
74. **State:** The State of Utah acting through its authorized representative.
75. **Structures:** Bridges, 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.
76. **Subcontractor:** An individual or legal entity that performs part of the Contractor's required work through a contract agreement with the Contractor.
77. **Substantial Completion:** The point in time when the performance of all work under the Contract (except landscaping items, final cleanup, and repair of work) is performed but not yet accepted by the Engineer, provided the Engineer has determined in writing that:
- a. The project is safe and convenient for use by the public, fully signed and striped, and with all safety appurtenances installed.

- b. Failure to complete the work and repairs excepted above will not result in the deterioration of other completed work.
 - c. Substantial completion shall not apply in Calendar Completion Date Contracts as specified in Section 00555, article, "Failure to Complete on Time."
78. **Substructure:** All of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings or rigid frames; including backwalls, wingwalls and wing protection railings.
79. **Superintendent:** The Contractor's authorized representative in responsible charge of the work.
80. **Superstructure:** All that part of a structure except the substructure as defined in this Section, article, "Terms" paragraph, "Substructure."
81. **Surety:** The legal entity or individual other than the Contractor, executing a bond furnished by the Contractor.
82. **Titles (Or Headings):** The titles or headings of the Divisions, Sections, articles, and paragraphs herein are intended for convenience of reference and have no bearing on their interpretation.
83. **Town, City or District:** A subdivision of the county used to designate or identify the location of the Contract.
84. **Traveled Way:** The portion of the roadway designated for the movement of vehicles, excluding shoulders and auxiliary lanes.
85. **Unbalanced Bid:**
- a. **Materially Unbalanced:** A mathematically unbalanced bid that generates a reasonable doubt that awarding the Contract to the bidder will result in the lowest ultimate cost to the Department.
 - b. **Mathematically Unbalanced:** A bid containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
86. **Unrestricted Continuous Traffic:** No lane closures for any operations are necessary to complete the project, and the traffic follows in the final lane arrangement as proposed for the finished surface of the roadway with line striping, delineation, and permanent safety features complete. Engineer determines unrestricted continuous traffic.
87. **Utility:** All privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, heat, gas, oil, water, waste, storm water not connected with the highway drainage, signal systems and other products that directly or indirectly serve the public; the utility company.

88. **Work:** All labor, materials, equipment, and other incidentals necessary to complete the Contract, including all alterations, amendments or extensions made by change order or other written orders of the Engineer.
89. **Working Day:** Any calendar day, except:
- a. Saturdays, Sundays and Holidays.
 - b. Days between December 1 and February 29, inclusive.
 - c. Days when the Contractor is specifically required by the Contract or letter from the Engineer to suspend operations through no fault of the Contractor.
 - d. Days when the Engineer determines that inclement weather or adverse conditions interfere with the progress of the work.
 - When the Engineer determines that inclement weather prevents the Contractor from working with at least 75 percent of the normal labor and equipment force engaged in the work for at least 75 percent of the normal working day.
 - When inclement weather stops the Contractor from beginning work at the normal starting hour, and the crew is released as a result, it is not considered a working day even though conditions may improve and the major portion of the day could be considered suitable for operations.
90. **Working Drawings:** See "Plans."
91. **Written Permission of the Engineer:** A letter signed by the Engineer granting specific permission and outlining limitations of the permission.

PART 2 PRODUCTS Not used.

PART 3 EXECUTION Not used.

END OF SECTION

Change One

Revised August 29, 2002

Articles Revised

1.2 A 69

1.2 A 71 b (deleted)