

## CHAPTER 4 — WORDING OF SPECIFICATIONS

### 4.1 VOICE AND MOOD

A specification's goal is to be *specific*. Constructing sentences using the active voice and imperative mood is the most efficient way to give a command, direction, or instruction, but is not appropriate for every situation. In writing specifications for FLH, follow these guidelines:

1. Use the active voice and imperative mood to convey instructions to the contractor. This style is most appropriate for conveying contractor responsibilities in the Material, Construction Requirements, and Measurement subsections of an FLH specification.

*Examples (Instructions to Contractor):*

Scarify gravel roads to a minimum depth of 6 inches.

Clear the area of vegetation and obstructions according to Sections 201 and 203.

2. Use the active voice and indicative mood when it is necessary to clarify the party responsible for the action. This can occur when both Government/CO and Contractor responsibilities are discussed in the same sentence and for optional or alternative actions on the part of either the Contractor or Government (that is, discretionary clauses using *may*).

*Examples (Active Voice to Clarify Responsible Party):*

The Government and the Contractor will agree to the negotiated price.

The CO may order the performance of the work to be stopped.

3. When stating a fact as opposed to directing an action, the indicative mood is most appropriate. The Description subsections of an FLH Standard Specification are typically written in indicative mood.

*Examples (Indicative Mood to State Facts):*

This work consists of constructing mechanically-stabilized earth walls.

The plans indicate limits of disturbance.

### 4.2 WORDING

The most accurate, direct way to state a requirement is affirmatively. Positive sentences are typically shorter and easier to understand than their negative counterparts — People typically prefer to be told what to do, instead of what they cannot do.

For example,

Do not use material from a source that is unacceptable to the Government.

could be stated more simply as,

Only use material from approved sources.

Similarly, phrases are wordy when they can be replaced with fewer words that convey the same meaning. Needless words add clutter and can hinder a reader’s ability to grasp what is important.

Table 4-1 suggests some alternatives to common wordy phrases and negative words.

**Table 4-1  
Alternatives to Common Wordy Phrases or Negative Words**

<b>Instead of:</b>	<b>Consider:</b>	<b>Instead of:</b>	<b>Consider:</b>
a minimum of	at least	in lieu of	instead of
a number of	some	in many cases	often
absolutely essential	essential	in many instances	sometimes
aforementioned	the, that, those	in order to	to
as concerned with	concerns	in the amount of	for
as may be necessary	as needed	in the event of	if
as stated in	states	in the event that	if, when
at a later date	later	in the near future	soon
at the option of the contractor	the contractor may	in such a manner as to	so as to
at the present time	now	initiate	start
by means of	by	is applicable to	applies to
capability	can	is hereby authorized	may
cease and desist	stop	is indicative of	shows
commence	start	make payment	pay
consequently	so	make preparations for	prepare for
contract requirement	contract	make use of	use
cost thereof	cost of	methodology	method, way
does not have	lacks	not able	unable
does not include	excludes, omits	not accept	reject
due to the fact that	because	not certain	uncertain
enclosed herewith	enclosed	not less than	at least
endeavor	try	not many	few
for a period of	for	not often	rarely

**Table 4-1**  
**Alternatives to Common Wordy Phrases or Negative Words**

<b>Instead of:</b>	<b>Consider:</b>	<b>Instead of:</b>	<b>Consider:</b>
for the purpose of	for, to	not unlike	similar, lacks
free from	without	not the same	different
give consideration to	consider	not...unless	only if
give recognition to	recognize	not...except	only if
heretofore	until now	not...until	only when
however	but	on a quarterly basis	quarterly
if the contractor so elects	the contractor may	on a regular basis	regularly
Impracticable	impractical	practicable	practical
in a manner such that	so that	prior to	before
in a timely manner	promptly, on time	subsequent to	after
in accordance with	according to	successfully complete	complete
in advance of	before	terminate	end
in an effort to	to	the month of June	June

**4.3 WORDS AND PHRASES NOT TO USE**

Many of the words or phrases in Table 4-2 confuse readers, do not add meaning, or introduce passages that are unnecessary because the same information is covered elsewhere in the specifications (for example, in the General Requirements).

**Table 4-2**  
**Words and Phrases to Avoid**

Aforesaid	hereinbefore
and/or	in a workmanlike manner
as per	in accordance with these specifications
at the Contractor's expense	latter
authorize and direct	means and includes
care shall be taken	necessary and desirable
Department (use <i>Government</i> )	neither...nor
Engineer (use <i>Contracting Officer or CO</i> )	order and direct
entirely	pertinent
etc.	shall function as intended
former	special attention of the Contractor
full and complete	subsidiary
herein	the attention of the Contractor is directed to...
hereinafter	

#### 4.4 SPECIFIC WORDS OR PHRASES

Use the following words and phrases in the appropriate context.

**Accept vs. Approve.** In a document with legal consequences, such as the Standard Specifications, *accept* and *approve* have a difference in meaning that is important to recognize and preserve.

To *accept* is to recognize an obligation to pay, and is used in the context of, or in reference to, contracts. To avoid misunderstanding, reserve *accept* and related forms, such as *acceptance* and *acceptable*, for use in reference to the contract between the Government and the Contractor.

In contrast, to *approve* is to confirm agreement with, or to indicate satisfaction with, a situation or circumstance. Use *approve* and related forms, such as *approval*, to indicate official sanction or endorsement of designs, documents, plans, or processes.

**All vs. Any.** *Any* and *all* should not be used interchangeably. *All* refers to the entire amount, whereas *any* is a limited number selected at the discretion of the reader. In most situations involving specified requirements, *all* is the more appropriate word.

Restrict the use of *any* to those logical situations in which meeting one criterion among several is enough to satisfy a condition.

**Amount vs. Quantity.** Use *amount* when money is the subject. Use *quantity* when volume, mass, or other unit of measurement is the subject.

**And/Or.** This construction is both awkward and confusing. Write *A, B, or both*, not *A and/or B*.

**Appropriate vs. Pertinent.** Use *appropriate* (instead of *pertinent*) for stating or attaching relevant information.

**As approved by the CO.** Often this phrase is not necessary as the General Requirements have already established the CO's authority over the job. However, a variant of the phrase – *The Contractor shall obtain the CO's approval before* – is often quite useful to ensure that the Contractor consults with the CO at a critical decision point or before proceeding from one stage to another in a multi-step process.

**At no additional cost to the Government.** Use *at no additional cost to the Government* instead of *at the Contractor's expense*. The Government cannot insist that the Contractor pay for something (because the Contractor might well turn to another source to cover a cost), but it can indicate that *the Government will not pay*.

**Bidder vs. Contractor.** *Bidder* is reserved for use in General Requirements related to bid procedures, the Notice to Bidders, press releases, amendments, and other similar purposes. In general, use *Contractor* in the specifications.

**Contracting Officer vs. Engineer.** Refer to the *Contracting Officer* or *CO*, not to the *Engineer*. The Federal Acquisition Regulations define the CO as including all the CO's representatives.

**Each vs. Either.** Use *either* only when a choice is implied; otherwise, use *each*.

**Ensure vs. Insure vs. Assure.** These are three different verbs with three different meanings. The correct word in specifications will almost always be *ensure*, which means "to make sure."

Only use *insure* when speaking of financial protection of the sort offered by insurance companies. Misusing *insure* can create or suggest an obligation vastly different from that which is intended.

Use *assure* only when giving reassurance to another person. *Assure* will rarely be the right word in a specification.

**May.** Use *may* when either the Contractor or Government is the subject and either or both have options or alternatives. Use *may* instead of *exercise its option to*, *reserve the right to*, or similar phrases that simply describe a party's choice or prerogatives.

**Per.** Use *per* when describing a rate or ratio. To avoid confusion, do not use *per* in the sense of *according to*.

**Plans vs. Drawings.** The FP makes a distinction between these terms when dealing with graphical design content. *Plans* are prepared by the Government and *drawings* are prepared by the Contractor.

However, based on context, *plan* could also refer to a document provided by the Contractor to describe a particular program (for example, a blasting plan, quality control plan, erosion and sedimentation control plan).

**Provide vs. Furnish.** Though similar, these words are not identical in meaning. *Provide* has a broader meaning, which is "to supply or make available." In contrast, *furnish* means "to equip."

Use *provide* when requiring a contractor to supply an item; because this is usually the intention in a specification, *provide* is usually the better choice of the two words.

When the intention is to additionally require that a contractor not only provide an item but also do something with it, couple *provide* with such additional verbs as *use*, *place*, or *install*.

**Provide and Place vs. Construct.** *Provide (or furnish) and place* should generally be reserved for items that are prefabricated. *Construct* should be used for items that are built or assembled in the field.

**Section vs. Subsection.** Use *Section* when referring to a section within the FP in its entirety (for example, Section 109). Use *Subsection* to refer to specific clauses (for example, Subsection 109.02) within a section.

**Shall vs. Will.** The term *shall* indicates an obligation to act and is reserved for Contractor responsibilities. (Use the imperative mood, active voice to avoid the use of *shall*.)

The term *will* is used to indicate an anticipated future action or result and is reserved for actions and responsibilities of the Government and Contracting Officer.

**That vs. Which.** Do not use *that* and *which* interchangeably. *That* is properly used to introduce information essential to the meaning of a sentence. *Which* introduces nonessential information. *That* will be the right word choice in a specification more often than *which*, for the simple reason that specifications express essential requirements.

Use the following rules to decide if a clause should start with *that* or *which*:

- If you can drop the clause and not lose the point of the sentence, use *which*. If dropping the clause would change the meaning of the sentence, use *that*.
- A *which* clause goes inside commas, a *that* clause does not.

**When vs. Where vs. If.** These words are not interchangeable; a writer's precision will be improved by reserving each for its most appropriate use. *When* refers to time. *Where* refers to place. *If*, among its many uses, introduces a conditional clause or sentence.

Use *when* in discussions about time or chronology. The presence of words about time, periods of time, dates, or duration are clues that point to *when* as the appropriate choice. Another clue is that *before* or *after* can often replace *when* without changing the meaning of the sentence.

Use *where* to discuss or refer to a physical place, location, or area.

Use *if* to introduce, or as part of, an *If A, then B* sentence. Do not use *when* or *where* for this purpose.

#### 4.5 COMPOUND WORDS, HYPHENATION, AND WORD SEPARATION

English changes over time and words that are commonly used together tend to migrate, first staying paired but separate, then finding frequent use with a linking hyphen, then joining eventually into a single word.

It can be hard to know where a word pair or phrase is in this progression. Table 4-3 shows some common combinations as they should be used in FLH specifications.

**Table 4-3  
Compound Words, Hyphenated Words, & Word Separation**

<b>Instead of:</b>	<b>Use:</b>
air entraining	air-entraining
center line	centerline
cross section	cross-section
guard rail	guardrail
job mix	job-mix
multi-lane	multilane
pre-construction	preconstruction
right of way	right-of-way
sub-base	subbase
worksite	work site

## 4.6 CROSS-REFERENCES AND CITATIONS

### Cross-References within the Standard Specifications

Cross-references are useful to reduce repetition and to eliminate possible conflicts and ambiguities.

*Examples:*

Backfill according to Subsection 209.10(b).

Follow the requirements of FAR Clause 52.214-18 Preparation of Bids — Construction.

### Citations

1. Treat the titles of separately issued and handled forms, certificates, standards, and similar documents as complete publications and italicize the title. Do not use quotation marks. Use the appropriate punctuation required by the sentence overall. (If, for example, the word *Form* and the form's number accurately identify a document, the title is providing supplementary information and should be set off by commas.)

*Examples:*

Maintain a *Log of Work Related Injuries and Illnesses*, OSHA Form 300, and make it available for inspection.

Submit written job-mix formulas with Form FHWA 1641 for approval at least 28 days before production.

2. When specifying standards or test methods, identify them by their identification number such as ASTM A 307, AASHTO T 27, AASHTO M 31M, or Federal Specification TT-P-641. Do not include the year in the identification number. A reference made to a specification, standard, or test method adopted by AASHTO, ASTM, GSA, or other recognized national technical association, refers to the approved procedures that were in effect on the date of the contract solicitation. (For example, when specifying AASHTO T 27-93 use AASHTO T 27 and drop the “-93” that indicates the specification adopted for use in 1993.) An “M” after the standard number indicates a metric specification and should be included in the reference.

Refer to a national reference standard by the name of the issuing organization, followed by a space, and then the letter and the number of the standard. Place a hard (non-breaking) space between the letter and number of the standard.

Refer to the issuing organization’s website to verify that the cited standards are current.

*Examples:*

Determine the 7-day unconfined compressive strength of the 3 mixtures according to ASTM D 633, method A.

Determine the in-place density and moisture content according to AASHTO T 310.