

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

SPECIFICATIONS AND PROPOSAL

FOR

TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES

AT DANIEL K. INOUE INTERNATIONAL AIRPORT

HONOLULU, OAHU, HAWAII

PROJECT NO. BO1424-73

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

SEALED BIDS for TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES AT DANIEL K. INOUE INTERNATIONAL AIRPORT, HONOLULU, OAHU, HAWAII, PROJECT NO. BO1424-73, will begin as advertised in HiePRO. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Specifications, proposal, and other documents designated or incorporated by reference shall be available in HiePRO.

DEADLINE TO SUBMIT BIDS is April 15, 2024, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

The scope of work consists of tree trimming and landscape maintenance services at Daniel K. Inouye International Airport.

To be eligible for award, bidders shall possess a valid State of Hawaii Specialty Contractors "C-27" or "C-27B" license **at the time of bidding**.

All Request for Information (RFI) questions and substitution requests shall be submitted via HiePRO **no later than April 1, 2024, at 2:00 p.m., HST.** RFI questions received after the

stated deadline will not be addressed. Verbal RFIs will not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the bid documents shall be made by formal addendum and posted in HlePRO.

If there is a conflict between the bid document and information stated in the pre-bid meeting, the pre-bid meeting minutes and/or responses to RFI questions, the bid document, as amended by formal addendum, shall govern and control.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

For additional information, contact Mr. Gary Kam, Project Manager, by phone at (808) 834-6091 or by email at gary.yt.kam@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals in the best interest of the public.



EDWIN H. SNIFFEN
Director of Transportation

Posted on HIePRO: March 8, 2024

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

S P E C I A L P R O V I S I O N S

SPECIAL PROVISIONS

SECTION 1 - DEFINITIONS AND TERMS IS AMENDED AS FOLLOWS:

SECTION 1.33 SUBCONTRACTOR is amended by deleting it a replacing it with the following:

"1.33 SUBCONTRACTOR - An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work."

ADD THE FOLLOWING NEW DEFINITIONS:

1.39 AIRPORT MANAGER - The Airports Division, Oahu District Manager (AIR-O).

1.40 AIRPORT MAINTENANCE SUPERINTENDENT - The Airports Division, Oahu District Maintenance Section Superintendent (AIR-OM).

1.41 AIRPORT ENGINEER OF ENGINEER - The Airports Division, Oahu District Maintenance Engineer (AIR-OME).

1.42 AIRPORT - A tract of land or water which is maintained for the landing and takeoff of aircraft and for receiving and discharging passengers and cargo; and usually has facilities for the shelter, supply and repair of planes.

1.43 AIRFIELD - A tract of land or water which is maintained for the landing and takeoff of aircraft, and the buildings and facilities required for operation of the airfield.

1.44 HNL - Daniel K. Inouye International Airport.

1.45 AIR OPERATIONS AREA (AOA) - An area of the airport used or intended used for landing, takeoff, or surface maneuvering of aircraft.

1.46 LIMITED ACCESS - Access is limited to specific areas of the AOA necessary to performance of one's duties.

1.47 UNLIMITED ACCESS - Access is permitted to the entire AOA except for the movement areas which are restricted to qualified and authorized individuals only. Unlimited access does not preclude the need to satisfy all other requirements, such as possession of ramp, vehicle operator's permit, vehicle AOA access permits, etc.

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

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITION IS AMENDED AS FOLLOWS:

2.3 PROPOSAL GUARANTY is amended by deleting it and replacing it with the following:

"2.3 PROPOSAL GUARANTY - A proposal guaranty (bid bond) is not required except when specifically noted in the proposal section of the bid document.

When a proposal guaranty is required with a bid, it will be specifically stated in the proposal; and no proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

- A. a deposit of legal tender; or
- B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
- C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
 1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
 3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department

of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HIePRO.

According to Section 103D-323, HRS, the above shall be in a sum not less than five percent (5%) of the amount bid."

SECTION 2.4 - DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

"2.4 DELIVERY OF PROPOSALS - **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection.

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified."

SECTION 2.5 - WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

"2.5 WITHDRAWAL OF PROPOSALS - A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawal or revision of proposal must be completed before the time set for receiving of bids."

SECTION 2.6 - PUBLIC OPENING OF PROPOSALS is not applicable.

SECTION 2.9 - CERTIFICATE FOR PERFORMANCE OF SERVICES shall be added as follows:

"2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES - Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated

otherwise, bidders should submit the attached "Certificate for Performance of Services" in the event bids are in excess of \$25,000. The notarized certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering into a contract to perform services.

As of the bid opening date, salaries of State employees performing work similar to the work called for under this contract are as follows:

<u>Class</u>	<u>Salary Range</u>	<u>Minimum Hourly Wage</u>
Groundskeeper I	BC-02	\$24.35
Groundskeeper II	WS-02	\$26.04
Sprinkler System Repairer	BC-05	\$27.09
General Laborer I	BC-02	\$24.35
Tree Trimmer - Truck Driver	BC-05	\$27.09
Tree Trimmer	BC-07	\$29.30

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages which must be paid for the personnel working on the project at all times. Information may be obtained from the State Department of Personnel Services, Classification and Compensation Review Division (587-1010).

Bidders are further advised that they are not restricted to hire only those classifications of employees as listed but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to his/her common hiring practice. However, the principal duties of employees other than those listed in Section 10 of the Specifications will be matched against those of State workers to determine the closest equivalent State employee classifications, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee.

The Contractor shall be obligated to notify its employees performing work under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees

performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee."

SECTION 3 - AWARD AND EXECUTION OF CONTRACT IS AMENDED AS FOLLOWS:

SECTION 3.1 - AWARD OF CONTRACT is amended by replacing the entire section as follows:

"3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements.

Requirement for award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, a Bidder may be deemed non-responsible.

A. Tax Clearance.

Pursuant to §103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) subject to section 103D-328, HRS, current within six months of issuance date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<https://tax.hawaii.gov/>

To receive DOTAX Forms by fax or mail, phone (808)587-4242 or 1-800-222-3229.

The application for the Tax Clearance Certificate is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

B. DLIR Certificate of Compliance.

Pursuant to §103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six months of issuance date.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

<https://labor.hawaii.gov/>

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

Inquiries regarding the status of a LIR#27 Form are available from the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

C. DCCA Certificate of Good Standing.

Pursuant to §103D-310(c), HRS, the bidder shall submit a certificate of good standing from the Business Registration Division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six months of issuance date, to demonstrate it is either:

- (1) incorporated or organized under the laws of the State; or

- (2) registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a Certificate of Good Standing. Bidders are advised of costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

<https://cca.hawaii.gov/>

The application for the Certificate of Good Standing is the responsibility of the bidder. Bidder shall submit directly to the DCCA. The approved certificate may then be submitted to the Department.

- D.** IN LIEU OF the certificates referenced in subsection A, B, and C, bidder may make available proof of compliance through a state procurement office designated certification process."

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT IS AMENDED AS FOLLOWS:

SECTION 6.2 - TRADE NAMES AND ALTERNATES is amended as follows:

1. The first paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

"A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. Requests shall be submitted via email to the Contact person listed in HIePRO for the solicitation and also posted as a question in HIePRO under the question/answer tab referencing the email with the

request. The request must be posted in HIePRO no later than fourteen (14) calendar days before the bid opening date."

2. The first sentence of the second paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

"It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent."

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY IS AMENDED AS FOLLOWS:

SECTION 7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraphs with the following:

"7.8 LABOR AND COMPENSATION REQUIREMENTS - Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Additional information on the requirements of Section 103-55, H.R.S. may be obtained at

http://www.capitol.hawaii.gov/hrscurrent/Vol102_Ch0046-0115/HRS0103/HRS_0103-0055.htm"

SECTION 7.9 INSURANCE is amended as follows:

1. Subsection B. Comprehensive Automobile Liability shall be replaced with the following:

"B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$5,000,000.00 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies."

2. Subsection C. Commercial General Liability shall be replaced with the following:

"C. Commercial General Liability:

The Contractor shall obtain General Liability Insurance with a limit of not less than \$5,000,000.00 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy of with a combination of primary and excess policies."

SECTION 7.10 - AIRPORT RULES, FIRE AND SECURITY shall be added at follows:

"7.10 AIRPORT RULES, FIRE AND SECURITY

1. Rules and Regulations. The Contractor shall observe and obey all rules and regulations in effect at the commencement of this contract or which may from time to time during and throughout the term of this contract be prescribed, adopted or amended by the State and/or U.S. Department of Transportation's Transportation Security Administration, the Contractor's conduct and operations at or on the Airport. The Contractor acknowledges that it is familiar with the rules and/or regulations of the State currently in effect at the Airport.
2. Airport Security. The Contractor shall observe, comply with, and/or completely satisfy any and all of the security requirements for the Airport and any and all applicable security access procedures, rules, or regulations prescribed by the State and/or the U.S. Department of Transportation's Transportation Security Administration.
 - a. Security agreements. The Contractor shall enter into a security agreement or agreements with the State that may be required by the U.S. Department of Transportation's Transportation Security Administration for Airport security purposes, and said agreements shall become part of the contract and the agreements, covenants, promises,

provisions, requirements, terms, and conditions contained herein, although executed separately.

- b. The Contractor to maintain security. The Contractor shall also maintain security in such a manner that unauthorized persons shall not have access to any secure or restricted aircraft operations area through any part or portion of the Premises, and Contractor's officers, employees, agents, and guests, or any other party acting with the permission or consent of the Contractor, shall be under the control, supervision, or guidance of the Contractor when entering any secure or restricted aircraft operations area. The Contractor shall enter into any separate supplemental agreement required by the State or U.S. Department of Transportation's Transportation Security Administration that covers Airport security requirements to ensure the protection of the Airport.

- c. Failure to prevent violations. The Contractor accepts liability and responsibility for:
 - (i) The Contractor's failure to observe, comply with, and/or completely satisfy any and all Airport security requirements and applicable security access procedures, rules, or regulations prescribed by the State and/or the U.S. Department of Transportation's Transportation Security Administration;

 - (ii) Any and all reimbursements to the State for the State making direct payments to any citing authority for any fines or penalties of any and all Airport security violations by the Contractor, and/or Contractor's officers, employees, agents, and/or guests. Failure on the part of the Contractor to observe, comply with, and/or completely satisfy any security requirement shall be cause for the assessment of additional charges under

this contract and/or termination of
this contract by the State.”

SECTION 7.11 - SPECIAL OPERATIONAL REQUIREMENTS FOR CONTRACTORS
IN THE AIR OPERATIONS AREA (AOA) IS ADDED AS FOLLOWS:

“7.11 SPECIAL OPERATIONAL REQUIREMENTS FOR CONTRACTORS IN THE
AIR OPERATIONS AREAS (AOA)

1. Motor Vehicles in Air Operations Area. For safety reasons, the operation of motor vehicles in the Air Operations Area must conform with all applicable State airport rules and regulations.
2. Motor Vehicle Access Permit. Each motor vehicle operated in the Air Operations Areas is required to:
 - a. Meet all State Licensing registration and safety requirements and specifically licensed for operation in the Air Operations Areas.
 - b. Meet all insurance requirements.
 - c. Be restricted to operation by those persons qualified to drive the vehicle and in possession of a current HNL Ramp Driver’s License and applicable Motor Vehicle Operator’s License.
3. Insurance. As a condition for authorization to enter the Air Operations Area, the Contractor shall provide evidence of vehicle liability insurance in the form of a Certificate of Insurance by an authorized insurance carrier. Insurance requirement are as specified in Section 7.9 as amended.
4. Operator’s Permit.
 - a. The driver of any vehicle in the AOA is required to have in his possession a current and applicable State Motor Vehicle Operator’s License and a HNL Ramp Driver’s License accompanied by the proper Security Area Access Badge/Construction Pass.
 - b. HNL Ramp Driver’s License may be obtained from the Airport Security Pass and ID Office following satisfactory completion of the airfield

operational procedures examination regarding Section 19-15.1 Hawaii Administrative Rules entitled "Operation of Motor Vehicle at Public Airports".

5. Authorized Vehicles.

- a. Only vehicles meeting all State licensing and registration and safety requirements and specifically licensed for operation in the AOA and necessary for the performance of the contract may be allowed to operate in the AOA.
- b. All motor vehicles must be painted in such a manner so as to be easily identifiable and must carry the Contractor's name on each side. These signs may be of a temporary nature applied to the side windows or doors. The lettering shall be in bold characters of a minimum of four inches (4") in height and one and one-half inches (1-1/2") in width. The height of logos should be a minimum of six inches' (6").

6. Airport Operations Area Identification Badge.

Contractor's employees requiring entrance to the AOA shall apply for and obtain an identification badge from the Airport Security Pass and I.D. Office.

- a. All persons employed under this contract who have unescorted access to the AOA shall have, in addition to access clearance requirements, personnel background checks to the extent allowable by law, including at a minimum, references and prior employment histories by the employee relating to employment in the preceding ten (10) years.
- b. As a condition of the issuance of an Air Operations Area Identification Badge, a Certification of Compliance shall be submitted with the application. The certification shall affirm that a background check has been performed and that it is correct and complete for those persons requiring access to the Air Operations Area. Background check records shall be maintained by the Contractor during the life of this contract and shall contain the name, address, social security number, previous

employment, and the person or persons contacted to verify such employment. Records shall be made available for immediate inspection upon demand by the State

- c. As a condition for security area clearance, applicants must comply with Federal Aviation Regulations, CFR, S107.31 (a) which requires a ten-year background employment verification. A criminal history record check may also be necessary.

7. Access to Movement Areas.

- a. Movement areas shall mean all of the operational runways, taxiways and ramp areas of Daniel K. Inouye International Airport which are utilized for taxing, take-off, and landing of aircraft in which aircraft, vehicles, equipment and personnel are required to be under airport traffic control provided by the Control Tower, and which is denoted by a solid yellow and dashed yellow demarcation line marking on the pavement.
- b. Any vehicle which requires access to the movement area shall be equipped with operational radio equipment capable of positive two-way contact with Honolulu FAA Tower (Ground 121.9/Tower 118.1) and Honolulu Ramp Control (121.8).
- c. Operators of vehicles in movement areas must possess appropriate security clearance for entry into movement areas, knowledge and familiarity with restricted and airfield areas, operational rules, regulations, and procedures and be able to converse with the FAA Control Tower using the two-way radio or be under direct escort by individuals meeting all of the able requirements.
- d. Vehicle Operations Movement Areas
 - (1) No vehicles shall proceed across any runway unless specifically cleared by Honolulu FAA Tower; Local (1118.1) and Ground Control (121.9).
 - (2) The operator of a vehicle in the movement area shall not leave his vehicle unless continuous radio contact is maintained with

the Honolulu FAA Tower (Ground Control) while he is away from his vehicle.

- (3) Any vehicle proceeding onto the movement area between the hours of sunset and sunrise shall be equipped with an overhead flashing light which is visible for one (1) mile, unless such vehicle is being escorted by another vehicle so equipped.
- (4) All vehicles operated on the movement area between sunrise and sunset except those being escorted, shall either be painted a bright color; e.g., international orange, white, yellow; operate an overhead amber or red flashing beacon visible for at least one (1) mile; or display a flag at least three (3') square with orange and white checkered squares of not less than one foot (1') on each side.

8. Rules and Regulations.

1. Compliance. The Contractor shall comply with all rules and regulations governing the Air Operations Area as specified in:
 - a. Hawaii Revised Statutes, Title 19, Administrative Rules for Public Airports.
 - b. Airports Division, Airport Operations Manual, Section 5.0 Airport Operating Rules and Procedures.
 - c. Honolulu International Airport Certification Manual.
 - d. Federal Aviation Administration Advisory Circulars.
2. Enforcement Authorization. Act 21, Section 1, Section 261-17 (a), Hawaii Revised Statutes and Federal Aviation Administration Regulations, Part 139 and Part 107.
3. Right of Rejection or Revocation. The State of Hawaii reserves the right to withhold, deny or revoke any airport security clearance, licenses or permits to any individual or organization that

fails to meet the prescribed or required access area clearance criteria to include background investigation information, or fails to observe or comply with established rules, regulations and directives. It should be clearly understood that such denial or revocation is based solely on airport security or safety considerations and does not in any way or form constitute a determination by the State with regard to private employment by any individual or organization.

- a. As a condition of the issuance of an Air Operations Area Identification Badge, a Certification of Compliance shall be submitted with the application. The certification shall affirm that a background check has been performed and that it is correct and complete for those persons requiring access to the Air Operations Area. Background check records shall be maintained by the Contractor during the life of this contract and shall contain the name, address, social security number, previous employment, and the person or persons contacted to verify such employment. Records shall be made available for immediate inspection upon demand by the State.

- b. As a condition for security area clearance, applicants must comply with the U.S. Department of Transportation's Transportation Security Administration regulations which currently require a ten-year background employment verification, fingerprint and criminal history check. The fingerprint and criminal history check shall be obtained through the Airport Security Pass & ID Office for a fee of approximately \$60.00."

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

S P E C I F I C A T I O N

SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 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, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.

1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 QUALIFICATION OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are called.

In accordance with Section 103D-310, HRS, the Department may require any prospective bidder to submit answers to questions contained in the "Standard Qualification Questionnaire for Prospective Bidders on Public Works Contracts" on the form furnished by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. Whenever it appears to the Department, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Department will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to receive or consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire will be sufficient cause for the Department to disqualify a prospective bidder.

No person, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in payments owed to the State of Hawaii or its political subdivisions or is in default as a surety or failure to do faithfully and diligently previous contracts with the State.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 PROPOSAL GUARANTY - A proposal guaranty (bid bond) is not required except when specifically noted in the proposal section of the bid document.

When a proposal guaranty is required with a bid, it will be specifically stated in the proposal; and no proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

- A. a deposit of legal tender; or
- B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
- C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
 - 1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
 - 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
 - 3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

According to Section 103D-323, HRS, the above shall be in a sum not less than five percent (5%) of the amount bid.

2.4 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.5 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefore with the Department, executed by the bidder or a duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.6 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.7 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.

C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, H.R.S.

D. Lack of proposal guaranty.

E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.8 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The successful bidder will be notified, by letter mailed to the address shown in its proposal, that its proposal has been accepted and it has been awarded the contract.

Requirement for award. To be eligible for award, the apparent low Bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be submitted to the Department as soon as possible. If a valid certificate/clearance is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

A. Tax Clearance.

Pursuant to §103D-310(c), 103-53 and 103D-328, HRS, the successful bidder shall be required to submit a certified copy of its tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its compliance with Chapter 237, HRS. A tax clearance is valid for six (6) months from the most recent approval stamp date on the tax clearance and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<http://www.hawaii.gov/tax/>

To receive DOTAX Forms by fax or mail, phone (808)587-7572 or 1-800-222-7572.

The application for the Tax Clearance Certificate is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

B. DLIR Certificate of Compliance.

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to demonstrate its compliance with unemployment insurance (Chapter 383, HRS), workers' compensation (Chapter 386, HRS), temporary disability insurance (Chapter 392, HRS), and prepaid health care (Chapter 393, HRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. For certificates which receive a "pending" approval stamp, a DLIR approval stamp is required prior to the issuance of the Notice to Proceed.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

www.hawaii.gov/labor

More information is available by calling the DLIR Unemployment Insurance Division at (808) 586-8926.

Inquiries regarding the status of a LIR#27 Form may be made by calling the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder, and must be submitted directly to the DLIR. The approved certificate may then be submitted to the Department.

C. DCCA Certificate of Good Standing.

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as

a separate branch or division that is capable of fully performing under the contract.

A Certificate of Good Standing is valid for six (6) months from the approval date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a Certificate of Good Standing. Bidders are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

www.hawaii.gov/dcca/

The application for the Certificate of Good Standing is the responsibility of the bidder, and must be submitted directly to the DCCA. The approved certificate may then be submitted to the Department.

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 RETURN OF PROPOSAL GUARANTY - All proposal guaranties, except those of the lowest two (2) bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the second lowest bidder, if not a bid bond, will be returned within ten (10) calendar days following execution of contract by the successful bidder. The successful bidder's proposal guaranty, if not a bid bond, will be returned after a satisfactory contract bond has been furnished and the contract has been executed.

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract,

in the manner, form and amount required by Section 3-122-224(b)(2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

The bidder shall limit the acceptable performance and payment bonds to the following:

- (a) Legal tender; or
- (b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- (c) A certificate of deposit; share certificate,; cashier's check; treasurer's check; teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).

2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00) more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.

3.5 EXECUTION OF CONTRACT - The contract and the "Certificate for Performance of Services", similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and

the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have

prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

B. By unit prices specified in the contract or subsequently agreed upon;

C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

D. In such other manner as the parties may mutually agree; or

E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the compensation for work performed; the interpretation of the contract and the fulfillment of the contract on the part of the Contractor. The Director's decision shall be final and the Director shall have the authority to enforce any such decision and order which the Contractor fails to carry out promptly and diligently. The Director shall have the following powers in the way of enforcement:

- A. The right to suspend the work.
- B. The right to withhold payment due the Contractor.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to describe and provide for the complete work.

5.3 COOPERATION OF CONTRACTOR AND DIRECTOR - The Contractor shall have available at the work site at all times, a copy of the specifications, special provisions and plans. The Contractor shall give the work constant attention to facilitate the progress thereof and shall cooperate with the Director in every way possible.

Before starting work on the project, the Contractor shall designate in writing a superintendent who shall have complete authority to represent and to act for the Contractor.

5.4 INSPECTION - The Director at all times shall have access to the work during its prosecution and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications and special provisions. All work done and all materials furnished shall be subject to the Director's inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials may have been previously overlooked by the Director and accepted or included in an estimate for payment.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by representatives of the Federal agency involved.

5.5 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK - All work which has been rejected shall be corrected or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed the Contractor for such correction or removal and replacement. Upon failure on the part of the Contractor to comply promptly with any order of the Director, the Director may cause any rejected work to be corrected or removed and replaced and to deduct the costs thereof from any monies due or to become due the Contractor.

5.6 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the Director for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the Director as extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the Director requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
 - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
 - 2. Within thirty (30) calendar days after the Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or
 - 3. Within thirty (30) calendar days after receipt of the written contract change order that was not

agreed upon by both parties; or

4. Within such further time as may be allowed by the Director in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the Director every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The Director will review the notice and render a decision. The Director's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular

model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.
2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.
3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 LABOR AND COMPENSATION REQUIREMENTS - Wages paid each laborer employed by the Contractor or any subcontractor shall not be less than the prevailing minimum wage rate prescribed by law.

Every laborer employed by the Contractor or any subcontractor whose rate of compensation is Five Dollars (\$5.00) or less per day shall be paid his wages weekly pursuant to Section 103-54, H.R.S.

The Contractor's attention is directed to Chapter 377, H.R.S., Hawaii Employment Relations Act; Chapter 378, H.R.S., Employment Practices; Chapter 383, H.R.S., Hawaii Employment Security Law; Chapter 386, H.R.S., Workers' Compensation Law; Chapter 387, H.R.S., Wage and Hour Law; Chapter 392, H.R.S., Temporary Disability Insurance; Chapter 393, H.R.S., Prepared Health Care Act; Chapter 396, H.R.S., Occupational Safety and Health; and Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services.

7.9 INSURANCE - Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess

policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

SECTION 8 - PROSECUTION AND PROGRESS

8.1 NOTICE TO PROCEED - A "Notice to Proceed" letter will be written to the Contractor by the Director. Such letter will indicate the date the Contractor is to begin work and from which date the contract time will commence to run.

The Contractor shall diligently perform the required duties during the term of the contract, or if the work is to be completed within a specified time limit, the Contractor shall diligently prosecute the work to completion within the specified time limit.

8.2 SUBCONTRACTING - The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control.

Subject to Section 103D-302, H.R.S., the Contractor may subcontract a portion of the work pursuant to the provisions of this section, but the Contractor shall be primarily responsible for the work so subcontracted. The Contractor shall not subcontract any work to any subcontractor who has been suspended by the State.

Before any work is started under a subcontract, the Contractor shall have the written approval of the Director on a written statement on forms furnished by the Department, indicating the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be so subcontracted and showing that the subcontractors are particularly experienced and equipped to do the work subcontracted. The Contractor shall give assurance that the minimum wage rate schedule as stated in the contract shall apply to labor performed on the work so subcontracted. Consent of the Director to the subcontracting of work shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

When any portion of the work which has been subcontracted by the Contractor is not prosecuted in a manner satisfactory to the Director, the Contractor, upon receipt of a notice thereof in writing from the Director, shall remove the subcontractor immediately from the project and the subcontractor shall not again be employed on the work.

8.3 ASSIGNMENT OF CONTRACT - The performance of the contract may be assigned only with the prior written consent of the Director and when applicable, the Contractor's surety. Consent to any assignment shall not relieve the Contractor or the Contractor's surety of any obligations of the contract.

8.4 INSUBORDINATION - If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Director or shall appear to the Director to be incompetent or to act in a disorderly or improper manner, the subcontractor or person shall be removed immediately upon request by the Director and shall not again be employed on the work, nor shall it be employed upon any other Department project currently under contract to the same Contractor or subcontractor.

8.5 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such

action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.6 LIQUIDATED DAMAGES - It is mutually understood and agreed by and between the parties to the contract that the performance by the Contractor of its duties every calendar/working day is an essential part of the contract and in case of failure on the part of the Contractor to perform its duties for the time specified in the contract, the State will be damaged thereby and the amounts of said damages being difficult, if not impossible of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum shown in the proposal for each and every calendar/working day that the Contractor fails to perform its duties during the period the contract is in effect; and the Contractor shall pay the liquidated damages as provided for in the proposal and, in case the same are not paid, the Department may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

8.7 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring

similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was

occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph 3 above, Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. The Director may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Director shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Director may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Director:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with subparagraph c. below.
- b. The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the Contractor the following amounts, provided payments agreed to under subparagraph b shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph 1 of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b and c shall be in accordance with chapter 3-123, HAR. bearing on such claim.

8.8 FINAL INSPECTION - Upon notice from the Contractor of the completion of the work or contract, the Director shall make an inspection. If the contract is found completed to the Director's satisfaction, such inspection shall constitute the final inspection and acceptance of the work.

If the work is unsatisfactory in whole or in part, the Director shall notify the Contractor of the work necessary for final completion and acceptance and the Contractor shall forthwith perform the work required by the Director. Upon performance of such required work by the Contractor, another inspection shall be made which shall constitute the final inspection if the work is completed satisfactorily.

Within ten (10) days after final inspection and acceptance of the work, or as soon thereafter as is practicable, the Contractor shall be notified by the Director in writing of such acceptance.

8.9 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the final inspection made, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

SECTION 9 - PAYMENT

9.1 SCOPE OF PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of the contract.

Contract payments to the Contractor by the State shall be full payment for the furnishing of all labor, tools, equipment, and other incidentals, including all taxes, necessary for performing all work and services contemplated and embraced under the contract.

9.2 RETAINAGE/DEDUCTION FROM PAYMENT - The Director may at any time retain or deduct out of any sums due the Contractor to cover claims of the State against the Contractor, or such sums sufficient to cover any unpaid claims of others supported by sworn statements filed in the office of the Director, without any liability for damages, interest or otherwise to the Contractor for such retention or deduction.

Provided the work of the Contractor is progressing satisfactorily in the judgment of the Director and in accordance with the provisions of this contract, monthly payments, less five percent (5%), will be made to the Contractor. The amount of such monthly payments shall be determined by the Director based on the Director's estimate of the items of work performed and materials incorporated in the work and the value therefor at the unit prices or lump sum prices set forth in the contract. All monthly payments are shall be subject to correction at any time prior to or in the final payment.

At any time after fifty per cent (50%) of the work has been completed, if the State determines that the work contracted to be performed is progressing satisfactorily, the State may make any of the remaining monthly payments in full.

If the Director finds that unsatisfactory progress is being made, the State may, from the beginning of such unsatisfactory progress, withhold any amount up to five per cent (5%) of any subsequent monthly payment.

9.3 ASSIGNMENT OF PAYMENTS - All monies payable under the contract, or any part thereof, shall be paid to the Contractor in accordance with the provisions of this Section and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons shall be recognized by the State unless such assignment or order specifies the amounts to be so paid and the purposes for which the assignment or order is given. Such assignment or order shall have attached thereto, by endorsement or otherwise, the consent of the surety, when

applicable. No such assignment or order shall be binding on the State.

Any assignment of money shall, however, be subject to all proper set-offs in favor of the State, to all deductions provided for in the contract and to all liens and rights conferred by law on the State. All money withheld, whether assigned or not, shall be subject to being used by the State for the completion of the work in the event of the Contractor's default.

9.4 PROGRESS PAYMENTS - Payments under this contract shall be made only upon submission by the Contractor of an original invoice and 2 copies. The invoice shall specify the amount due less retainage and shall also certify that services requested under the contract have been performed by the Contractor according to the contract.

9.5 FINAL PAYMENT - Final payment will only be made after the Contractor receives final acceptance by the Director as provided in Section 8.8, and until the Contractor has filed with the Department the following:

A. Consent of the surety, when applicable, to payment of the final estimate;

B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;

C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.

SECTION 10 - TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES

10.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools and equipment necessary to provide the services specified herein at the locations shown on the plans. The exact location of the work areas shall be shown to all prospective bidders who attend the pre-bid inspection for this project.

10.2 QUALIFICATIONS

- A. The Contractor shall possess a valid State of Hawaii Specialty Contractor's License "C-27" or "C-27b".
- B. The Contractor shall have at least one employee who holds a certification from a nationally recognized arboriculture association, and the Contractor shall ensure that the certification is maintained throughout the contract period. All work shall be performed or supervised on-site by the certified arborist
- C. All work shall be coordinated with the Project Manager. The Contractor shall submit a work schedule in writing for approval at least fourteen (14) calendar days prior to proceeding with any work. Requests for subsequent schedule changes shall be submitted in writing for approval.
- D. The Contractor shall have at least five (5) years of successful work experiences applicable to the work requirements specified herein. Prior to award, the State may request a list of past work experience with references for review and approval. Failure to provide information with verifiable references shall be grounds for rejection of the Contractor's bid.

10.3 DESCRIPTION OF WORK

The Contractor shall prune and shape in accordance with accepted horticultural practice to maintain the safety, health and aesthetic of the tree unless otherwise directed. Pruning and trimming are terms used interchangeably throughout this document.

The work shall include but not be limited to the trimming of all dead, insect infested, dry branches, broken stubs, drooping and excessively heavy branches, clearing of all excessive growth, including all parasitic banyan, obstructing branches to driveways, streetlights and walkways, fence lines and clearing electrical lines, low and cross branches and excessive sucker growth from inside branches on specimen trees. The work shall include removal and disposal of all trimmings and debris.

The Contractor shall be responsible for trimming of trees and palms in each work area equal to or over the height of ten (10) feet. Height shall be defined by measurement from the lowest point along the edge of the tree canopy to the top of the tree.

A. Coconut and Palm Trees (Quarterly, Every Three (3) Months, Evenly Spaced)

1. Remove all dry and excessive fronds consisting of the sheathing base, leaf stalk (petiole) and blade (lamina) in addition to flowers, buds, fibers and nuts.
2. Remove all fronds growing against, into, or on buildings, or utility wires.
3. Trees shall not be over-trimmed resulting in fronds appearing like "feathers in the sky".
4. Contractor shall establish a safe drop zone to fall all cuttings from above. Damages to all plants, trees, property and equipment from fronds, nuts, etc., resulting from any part of the trimming activity, shall be restored to original condition or replaced by the Contractor. This shall be done at no cost to the State.
5. Coconut tree inflorescence shall be trimmed and removed. The inflorescence is the specialized flower-bearing branch which grows among the leaf base. In the bud stage they appear as tough woody tubular bract which splits down one side and persists when flowers open.

B. Other Trees (Bi-Annually, Every Six (6) Months, Evenly Spaced)

The Contractor shall employ crown thinning to selectively remove branches in order to increase light penetration and air movement throughout the crown of a tree. The intent is to develop a tree's structure and form. To avoid stress and prevent excessive epicormic sprouts, no more than one-quarter of the living crown shall be removed at a time. Crown raising practice may be employed when branch removal from the bottom is necessary to provide clearance for pedestrians, vehicles, building, lines of site, etc. When the need to reduce the size or height of the crown of a tree becomes necessary, the Contractor shall employ crown reduction as directed. Crown reduction is not part of the routine maintenance practice under contract and if the need for such action becomes necessary, the work shall be subject to approval by the Project Manager and executed under the terms of change order work. Topping or tipping pruning practices to reduce crown height or width is prohibited as this practice may harm the tree, promotes epicormic sprouts, or lead to the death of the cut branch back to the next lateral branch below. The extent of trimming shall be at the Project Manager's approval or by his representative.

1. Trees shall be trimmed in manner as to achieve a "mushroom" canopy effect where branches and limbs shall not extend upward. Any branches or limbs left uncut and protruding the canopy will not be accepted. The Contractor shall perform an initial trimming on a selected tree and shall

not proceed to other trees unless approval is given by the Project Manager.

2. Trim (prune), and shape trees and shrubs in accordance with accepted horticultural practice, unless directed otherwise by the Project.
3. Remove all dead limbs, old stubs, young suckers, and bean pods from trees.
4. All diseased and/or dead branches of trees or plants shall be cut off at the live portion of the tree unless otherwise directed. The exposed live wood area shall be treated with a tree seal compound.
5. Remove all low hanging branches drooping within six feet (6') from the ground and those branches touching or approaching structures, wiring, and neighboring private properties.
6. The Contractor shall establish a safe drop zone to fall all cuttings from above. Damages to all plants, trees, property and equipment from limbs and branches shall be restored to original condition or replaced by the Contractor at no cost to the State.

C. Cultural Garden Trees (Every Six (6) Months, Evenly Spaced)

1. Trees shall be pruned in a manner to effect retention of shape and size relative to desired planting and landscape effect for the applicable garden areas.
2. Prior to any cutting, trees shall be evaluated to determine desired pruning and cutting. Consideration will be given toward correcting any lopsided appearance (except as noted), reducing over extensive thickness of foliage, excessive height or eliminating cross-branching which may detract from the desired form of the trees.
3. Pruning shall result in a tree which is balanced in shape with well spaced branches which are stretched out from the center and ending in a thin canopy of leaves above and around branches.
4. Cuts shall be made just above a bud or at intersecting limb on small side branches. The bud or branch should face in the direction of an open space and not toward another branch. Cutting shall be undertaken in a manner to prevent splitting or tearing of bark through the placement of a preliminary cut on the underside of the branch or limb being pruned, followed by a severing cut on the top side and a final cut to remove any stub. Cuts shall be parallel to the trunk so no stump remains and an oval scar is promoted. Cut surfaces shall be treated with pruning compound to prevent decay or insect entry.

5. Crown thinning shall be performed to increase light penetration and air movement throughout the crown of the tree. To avoid unnecessary stress and prevent excess production of epicormic sprouts, no more than one-quarter (25%) of the crown shall be removed.
6. Thinning the trees also allow filtered light to shrubbery, and ground cover below. The Contractor shall replace any shrubbery or ground cover determined by the State to be in decline as a result of improper thinning.

D. Removal of Trimmings, Rubbish and Debris

1. All trimmings, rubbish, debris, and all unwanted materials shall be hauled away from the airport to disposal sites in accordance with requirements of applicable local ordinances and regulations.
2. Trimmings, rubbish, debris and all other unwanted materials at the job site shall be disposed of at the end of each workday.

E. Plants and other non-contracted items damaged by the Contractor shall be replaced by the Contractor at his expense and to the satisfaction of the Project Manager.

F. Coconut Beetle/Invasive Species - Crews shall survey for suspected coconut beetle damage in coconut trees. If trees are suspected of infestation, Contractor shall contact the State Pest Hotline at 643-PEST (643-7378).

G. Rodent Control - Rodent control tree bands damaged by tree trimmer's shoe spikes shall be replaced by the Contractor at his expense.

H. Tree Removal Work – At the direction of the Project Manager, the Contractor shall remove completely the entire tree (branches, leaves, trunks, and root ball). Contractor shall backfill stump holes with suitable materials and provide proper soil compaction. Tree removal work shall be paid for under allowance.

10.4 EXECUTION - The Contractor shall provide services specified herein at the areas indicated below and on the exhibits. All materials, tools and equipment used for this work shall be of the best quality and workmanship shall be in compliance with tree trimming/landscaping industry standards. The Contractor shall confine his work to the immediate vicinity of the work area. There shall be absolutely no smoking on the job site. The Contractor shall accept the condition of each site “as is,” at the onset of the project and upon each potential renewal. The Contractor is warned that overgrowth may occur when a break in service occurs. The Contractor shall plan and bid accordingly.

A. Work Areas - The trees to be trimmed in each area for each term of this contract is listed below for bidding purposes.

1. Area No. 1 - Diamond Head Access Road (refer to exhibit B)
2. Area No. 2 - Frontal Gates Nos. F2 and F1 (refer to exhibit C)
3. Area No. 3 - Cultural Gardens (refer to exhibit D)
4. Area No. 4 - Frontal Gates Nos. D1 and D2 (refer to exhibit E)
5. Area No. 5 - Ewa Service Road and Building #166 (refer to exhibit F)
6. Area No. 7 - Main Terminal Building Ground Level Sidewalk Planter Boxes (refer to exhibit H)
7. Area No. 8 - Main Terminal Building Ground Level Roadway Center Planter Boxes (refer to exhibit I)
8. Area No. 9 – International Parking Structure (Includes Trees Along Roadway and Under Inter-Island Terminal Ramps) (refer to exhibit J)
9. Area No. 10 - Parking Lot "J" (Includes Trees along Roadway) (refer to exhibit K)
10. Area No. 11 – Department of Agriculture Front Lawn, Around Building and Ewa End of Parking Structure (refer to exhibit L)
11. Area No. 12 - Parking Lot "C" and Parking Lot Office (refer to exhibit M)
12. Area No. 13 - Rental Car Area (Includes Trees Along Roadway) (refer to exhibit N)
13. Area No. 14 - Diamond Head Tour Group Assembly and Under Roadway Ramps (refer to exhibit O)
14. Area No. 15 - Areas Between Aolele Street/Rental Car Circulation Road (Paiea Street to Rodgers Boulevard Triangle) (refer to exhibit P)
15. Area No. 16 - Rodgers Boulevard Triangle and Bldg. #HNL 168 (refer to exhibit Q)
16. Area No. 17 - Post Office (Along Aolele Street) (refer to exhibit R)
17. Area No. 18 – Commuter Terminal/IIT/Elliott Street Triangle (refer to exhibit S)
18. Area No. 19 - Paiea Street (Aolele Street to Koapaka Street) (refer to

exhibit T)

19. Area No. 20 - Aolele Street to United Cargo (refer to exhibit U)
20. Area No. 21 - Makai Pier (refer to exhibit V)
This area consists of two areas. The first area consists of the Ewa Tour Group area and Aloha Tour Group (Makai End of Interisland Terminal). The second area is the C.B. Lansing Garden. Contractor shall note that the area does not have vehicle access and access will be dependent on airline operations.
21. Area No. 22 – Aolele Street: United Cargo to State Maintenance Baseyard (Refer to exhibit W)
22. Area No. 23 – Corner of Aolele Street and Lagoon Drive (Refer to exhibit X)

For each site, the contractor shall establish work area zones and shall cone off vehicular or pedestrian traffic to safely conduct the work. The means, methods, and design of all traffic control shall be upon approval by the Project Manager. All work shall be coordinated to be perform during non-peak hours as to not impact traffic and airport operations.

Vehicles and equipment used to perform tree trimming/removal services (e.g. aerial lift, wood chipper, support vehicles, etc.) will, to the extent feasible, be positioned on paved and gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones, the Contractor shall use ground protection equipment to protect soil from compaction and turf damage.

- B. Trimming Schedule – All work shall be performed during non-peak hours to prevent impact to Airport operations. The Contractor shall prepare a work schedule for each area based on the frequency of tree trimming provided below. The work schedule shall be submitted to the Project Manager for coordination and approval seven (7) calendar days to the start of the work. The Contractor must complete all cuttings for the items listed below within 20 continuous workdays from start to finish. Exemptions for time extensions must be provided to the Project Manager in writing and subject to his approval. Failure to plan the trimming event or complete the cutting in the time stated in this section is subject to liquidated damages. All work shall be coordinated to be perform during non-peak hours as to not impact traffic and airport operations.

1. Coconut and palm trees shall be trimmed once quarterly (every three (3) months, evenly spaced).
2. All other trees shall be trimmed Bi-Annually (every six (6) months, evenly spaced).

- 10.5 LAWS TO BE OBSERVED - The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, or as a direct or indirect consequence of their work, whether such violation is committed by the Contractor or his subcontractor or the employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Project Manager in writing.

The Contractor's attention is directed to Hawaii Employment Regulations Act, Chapter 377, H.R.S.; Hawaii Employment Security Law, Chapter 383, H.R.S.; Wage and Hour Law, Chapter 387, H.R.S.; Payment of Wages, Chapter 104, H.R.S.; Industrial Safety, Chapter 376, H.R.S.; and Workmen's Compensation Law, Chapter 386, H.R.S.

- 10.6 PERMITS, LICENSES AND TAXES - The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

10.7 PUBLIC CONVENIENCE AND SAFETY


- A. The Contractor shall conduct work to assure the least possible obstruction to public and vehicle traffic. The Contractor shall take appropriate precautions to accommodate the safety and convenience of the general public and insure the protection of persons and property.
- B. The Contractor shall take all necessary precautions to protect all his workmen and all other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts (OSHA) and the State of Hawaii Department of Labor and Industrial Relations Division of Occupational Safety and Health (HIOSH) are not physically included herein, but included by reference and are applicable and made a part of these specifications.
- C. Traffic control shall be provided as appropriate for the contract work. All traffic control shall comply with guidelines of the Manual on Uniform Traffic Control Devices or as appropriate for the job site.

- 10.8 PROTECTION AND RESTORATION OF PROPERTY - The Contractor shall be responsible for the preservation of all public and private property.

- A. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or due to defective work or materials.
 - B. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct of the Contractor, his employees or agents, the Contractor shall, at his own expense, restore, repair, or rebuild such property to a condition similar or equal to that existing before such damage or injury was done or make restitution in an acceptable manner.
- 10.9 SECURITY - In accordance with the security requirements of the State, all construction personnel entering and occupying secured areas within airport property are required to visibly display an identification badge. The Contractor shall obtain all required permits and passes required for vehicles and construction personnel to enter or leave the security areas.
- 10.10 INSURANCE - The Contractor shall be required to have passes and insurance in accordance with Section 7.9 and Section 7.11 of the Special Provisions of these specifications.
- 10.11 WORK DAYS shall be week days only, Monday through Friday. No work shall be performed on weekends and on State holidays without the authorization of the Project Manager.
- 10.12 WORK HOURS all work shall be performed during non-peak hours to prevent any disruption to Airport Operations. Work days shall be on Monday through Friday excluding state holidays unless authorized by the Project Manager.
- 10.13 INSPECTION - All work is subject to inspection by the State. The Contractor shall obtain inspection approval from the Project Manager upon completion of each phase of work.
- 10.14 PAYMENT - The Contractor will be paid upon satisfactory completion of all work and acceptance of the work by the Project Manager after a final inspection is completed. This price shall include full compensation for furnishing all materials, preparation, application of the materials, and for all labor, equipment, tools, taxes, insurance, overhead, and incidentals necessary to complete the work, in-place-complete. The Contractor shall include all disposal tickets and certified payroll in support of the monthly invoice. The Contractor shall invoice once per month after the last day of each monthly period. The State reserves the right to reject any invoice not in compliance with the required documentation or when discrepancies are found.

10.15 TERM OF CONTRACT - The term of this contract shall be for a period of twelve (12) months from the date of the official Notice to Proceed issued by the State, unless renewed as specified in Subsection 10.16.

10.16 OPTION TO EXTEND CONTRACT TERM - Subject to the availability of State funds, this contract may be extended for additional three (3) twelve-month periods by mutual agreement between the State and Contractor.

- A. The State shall exercise option to extend this contract by notifying the Contractor prior to the expiration date of the contract.
- B. The term of this contract, including three (3) extension periods, shall not exceed forty-eight (48) months.
- C. All unit prices shall remain identical to the initial bid unit prices.
- D. Performance bonds shall remain in effect for the extension periods.
- E. The Contractor is advised that a contract similar in all essentials to this contract may be advertised for bids by the State so that the bids will be received prior to the expiration of this contract. The contractor may submit a bid in response to such solicitation of the bids upon compliance with the applicable requirements. 

10.17 LIQUIDATED DAMAGES - If work that is scheduled for a certain month is not completed by the last working day of that month, or if the Contractor should fail to respond to an emergency call after proper notification, the following assessments will be made against him as liquidated damages:

- A. For each monthly scheduled work not completed within 20 continuous work days
\$100.00 per working day
- B. For failure to respond within one (1) hour after receipt of emergency call
\$200.00/occasion

For purposes of this Section, "respond" shall mean having a man working at the job site after receiving instructions from the Project Manager as to what needs to be done.

Violation or failure of the Contractor to provide proper service as called for in this contract may be cause for termination of this contract.

10.18 MEASUREMENT AND PAYMENT – Work shall be measured and paid by project work area as specified within the proposal schedule.

Additional work including tree trimming, tree removal, stump grinding, and miscellaneous general landscaping work shall be performed as directed by the Project Manager on an allowance basis.

SECTION 11 - POLLUTION CONTROL

The Contractor shall comply with the following requirements for pollution control in performing all services.

11.1 RUBBISH DISPOSAL

- A. No burning of debris and /or wastes material shall be permitted on the project site.
- B. No burying of debris and waste materials shall be permitted on the project site.
- C. All unusable debris and waste materials shall be hauled away to an appropriate off-site dump area. During loading operations, debris and waste materials shall be watered down to allay dust.
- D. Cleanup shall include the collection of all waste paper and wrapping materials, cans, bottles, and other objectionable materials, and removal as required. Frequency of cleanup shall coincide with rubbish producing events.

11.2 DUST

- A. Dust shall be kept to within and acceptable levels at all times including non-working hours, weekends and holidays in conformance with Chapter 60 - Air Pollution Control, as amended, of the State Department of Health Administrative Rules.
- B. The method of dust control and all costs incurred therefore shall be the responsibility of the Contractor.
- C. The Contractor shall be responsible for all damage claims in accordance with Section 7.6 - "Contractor's Responsibility for Work", of the specifications.

11.3 NOISE

- A. Noise shall by kept within acceptable levels at all times in conformance with Title 11, Administrative Rules, Chapter 43, Community Noise Control for Oahu, State Department of Health. The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.

- B. All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
- C. Starting up of construction equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior approval of the Project Engineer. Equipment exceeding allowable noise limits shall not be started up prior to 7:00 a.m.

11.4 OTHERS

- A. Wherever trucks and /or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement. Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutters and catch basins unless treated to comply with Department of Health water pollution regulations.
- B. Trucks hauling debris shall be covered as required by PUC Regulation. Trucks hauling fine materials shall be covered.
- C. All Equipment shall be of sound working condition with no visible leaks of any kind. Appropriate BMPs shall be implemented for any equipment stored on Airport property at not additional costs to the State.

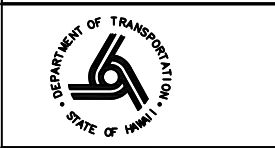
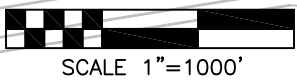
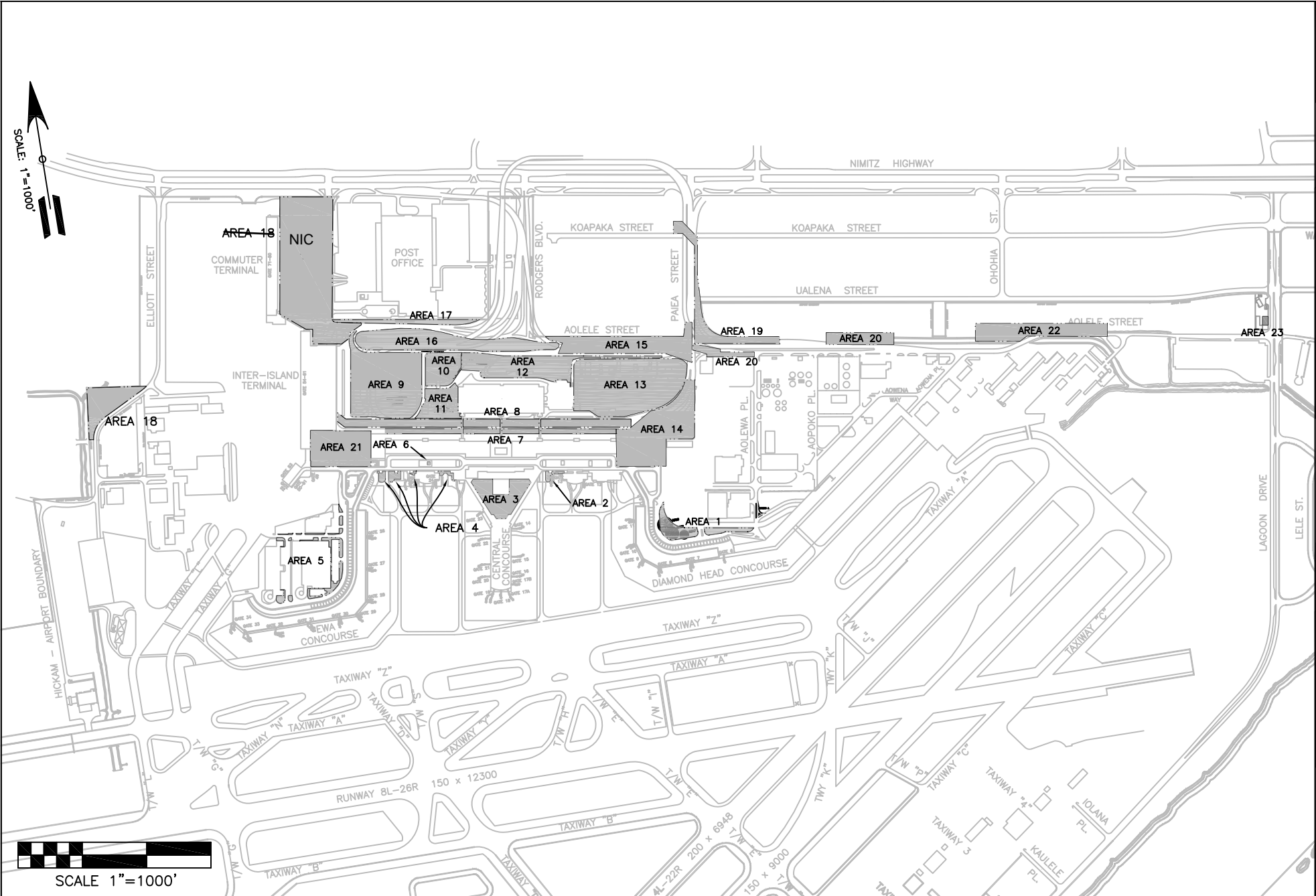
11.5 SUSPENSION OF WORK - Violation of any of the above requirements of any other pollution control requirements which may be specified in the Technical Specifications herein shall be cause for suspension of the work creating such violation. No additional compensation shall be due the Contractor for remedial measures to correct the offense. Also, no extension of time will be granted for delays caused by such suspension.

If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered by the Project Engineer, the State reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the State in taking such action from monies due the Contractor.

11.6 MEASUREMENT AND PAYMENT - All work under this section shall be considered incidental to the various items of the Proposal.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

EXHIBITS

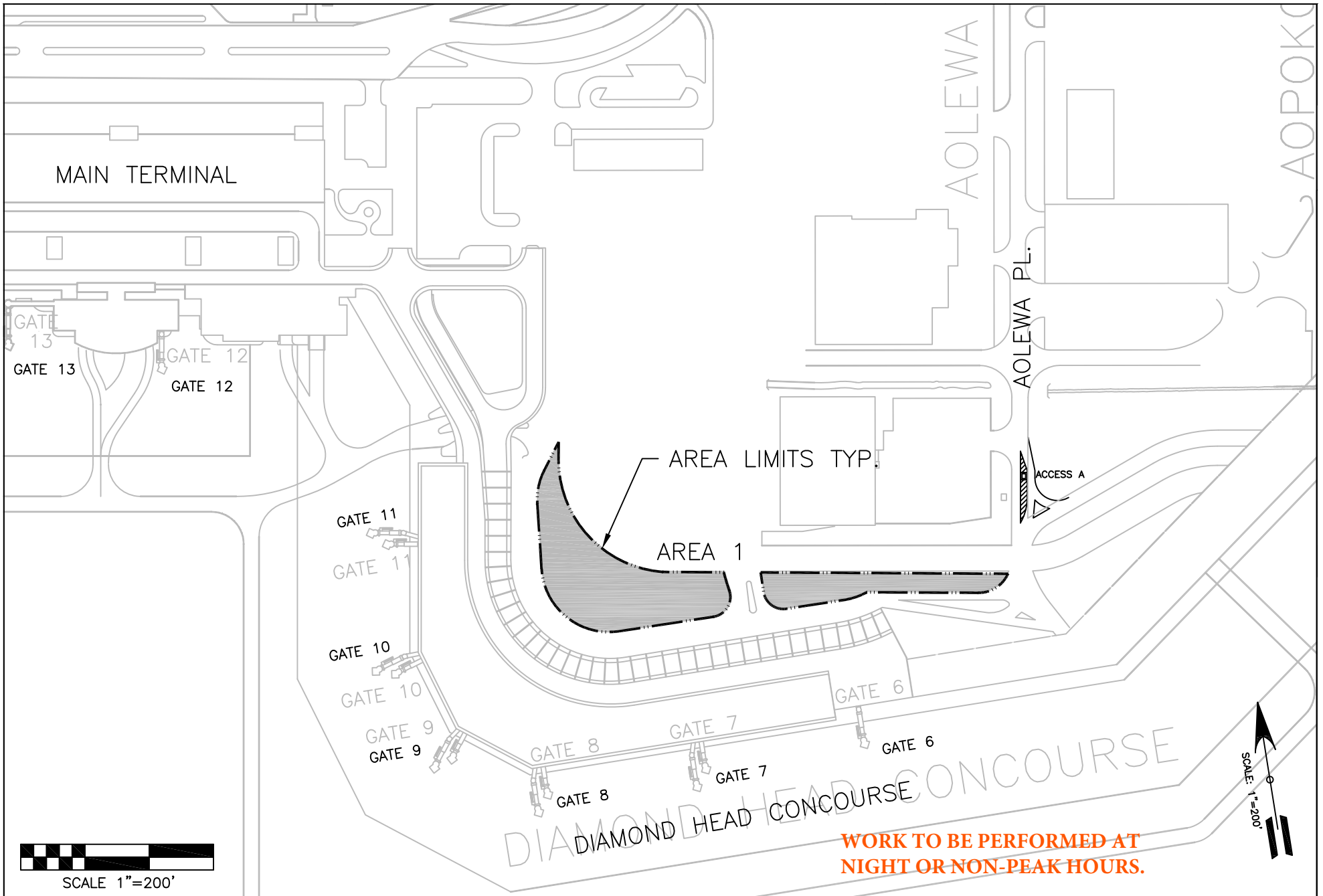


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 PROJECT NO. BO1424-73
 DANIEL K. INOUE INTERNATIONAL AIRPORT**

LOCATION PLAN

DESIGN: OME-KI 01/2015

**EXHIBIT
 A**



SCALE 1"=200'



WORK TO BE PERFORMED AT NIGHT OR NON-PEAK HOURS.

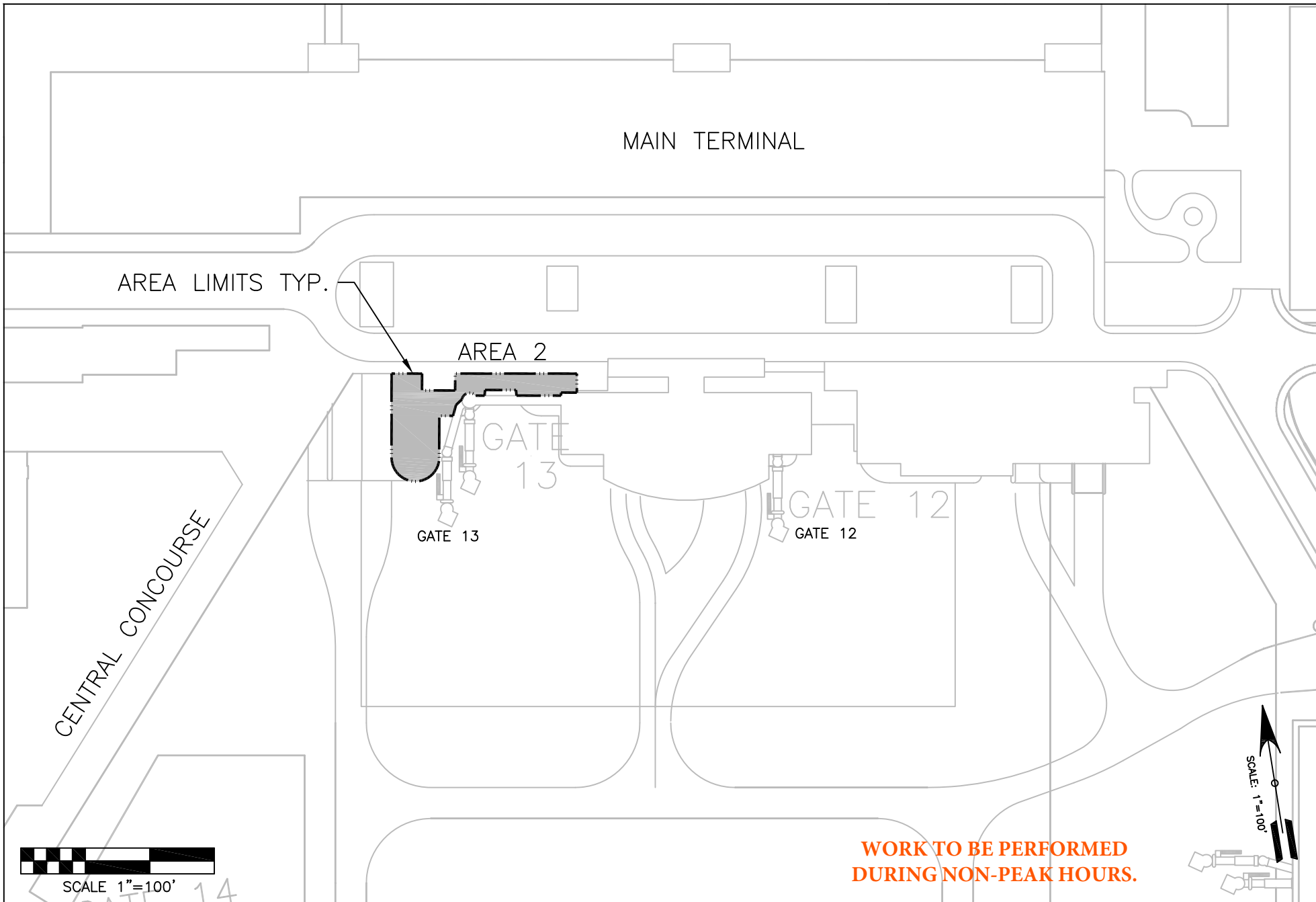


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 1 – DIAMOND
HEAD ACCESS ROAD

DESIGN: OME-KI 01/2015

**EXHIBIT
B**



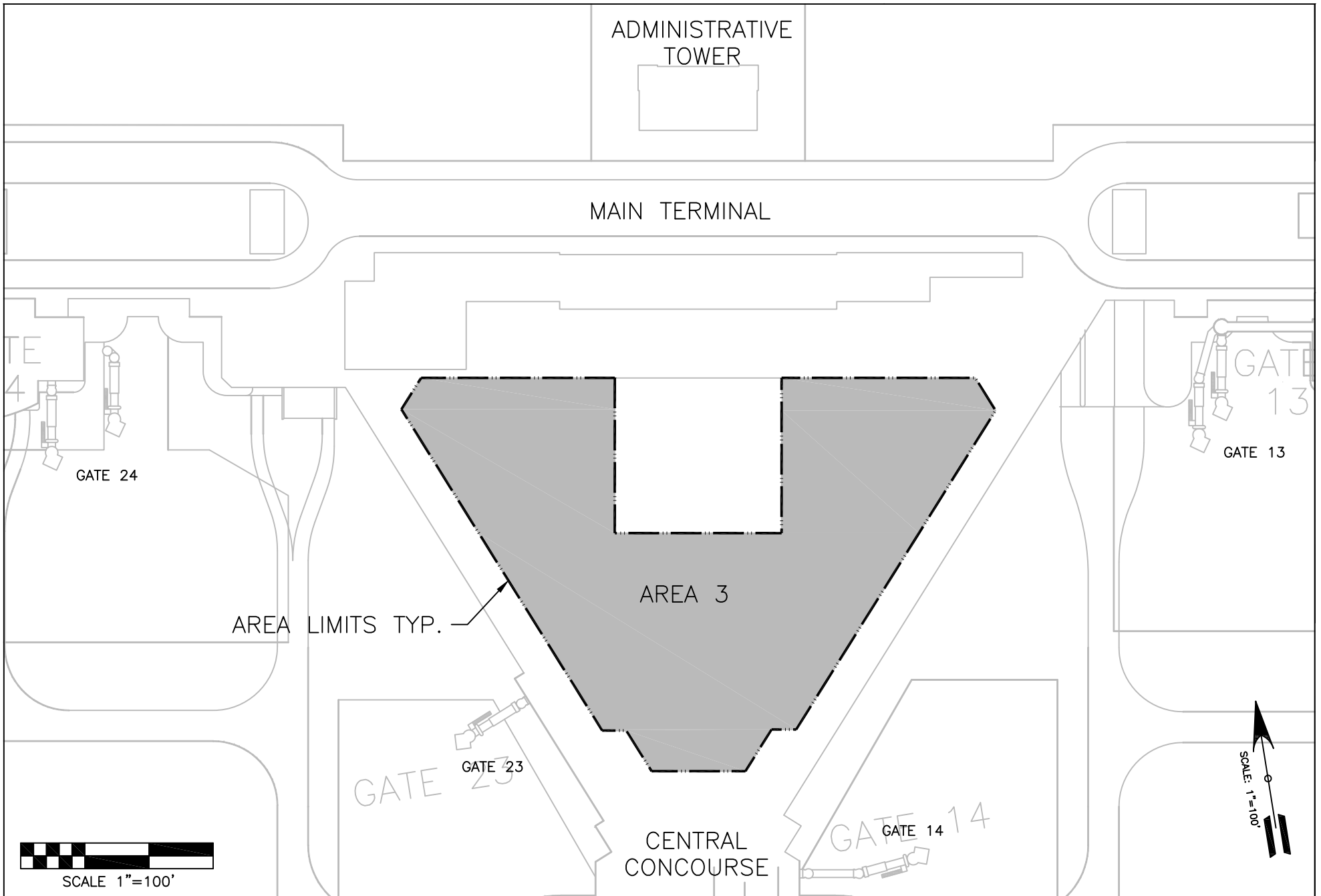
**TREE TRIMMING AND LANDSCAPE MAINTENANCE
SERVICES PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 2 – FRONTAL
GATES NOS. 12 AND 13

DESIGN: OME-KI 01/2015

EXHIBIT

C

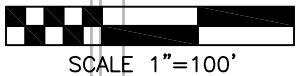
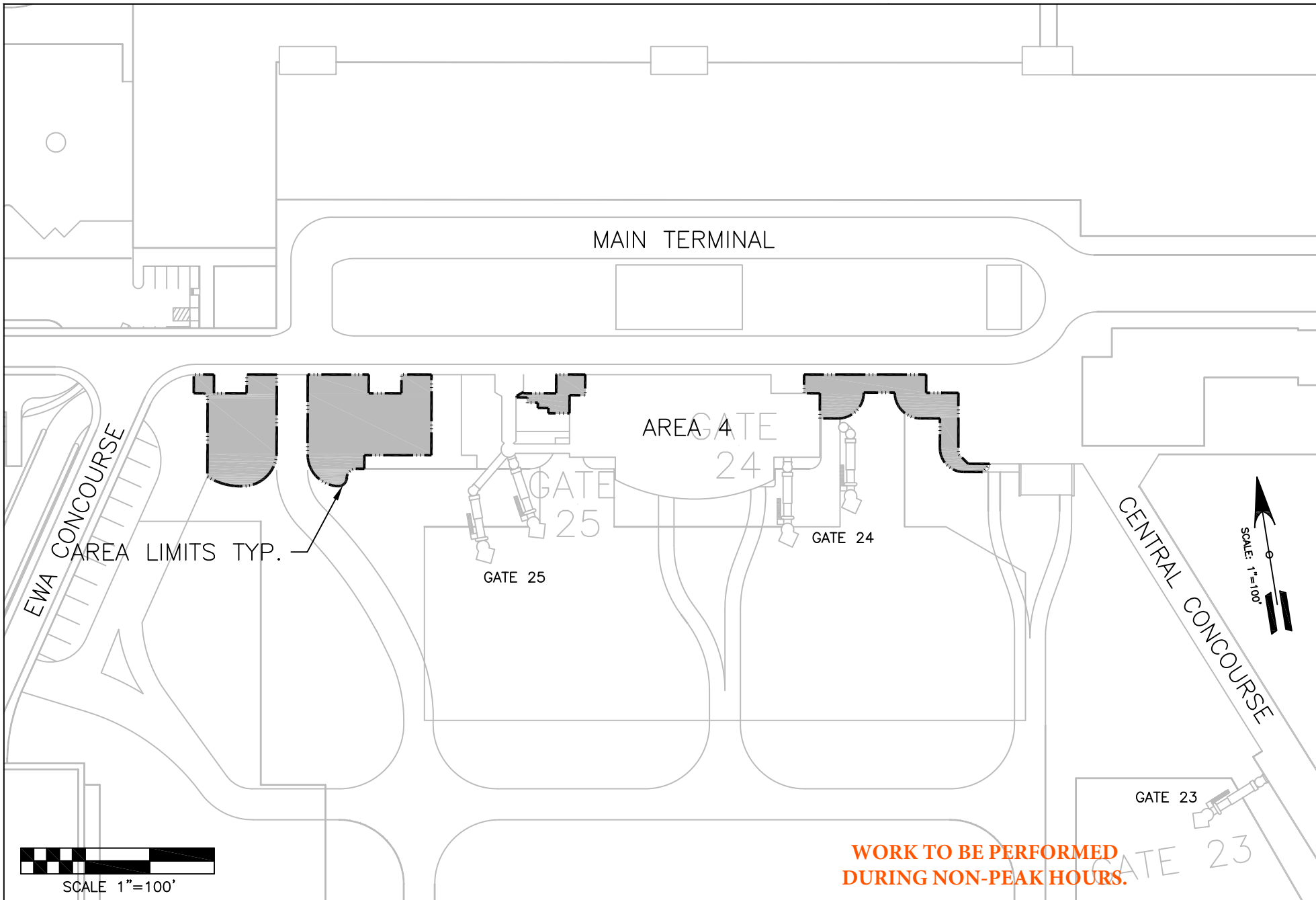


TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUYE INTERNATIONAL AIRPORT

AREA NO. 3 – CULTURAL GARDENS

DESIGN: OME-KI 01/2015

EXHIBIT
D



**WORK TO BE PERFORMED
DURING NON-PEAK HOURS.**

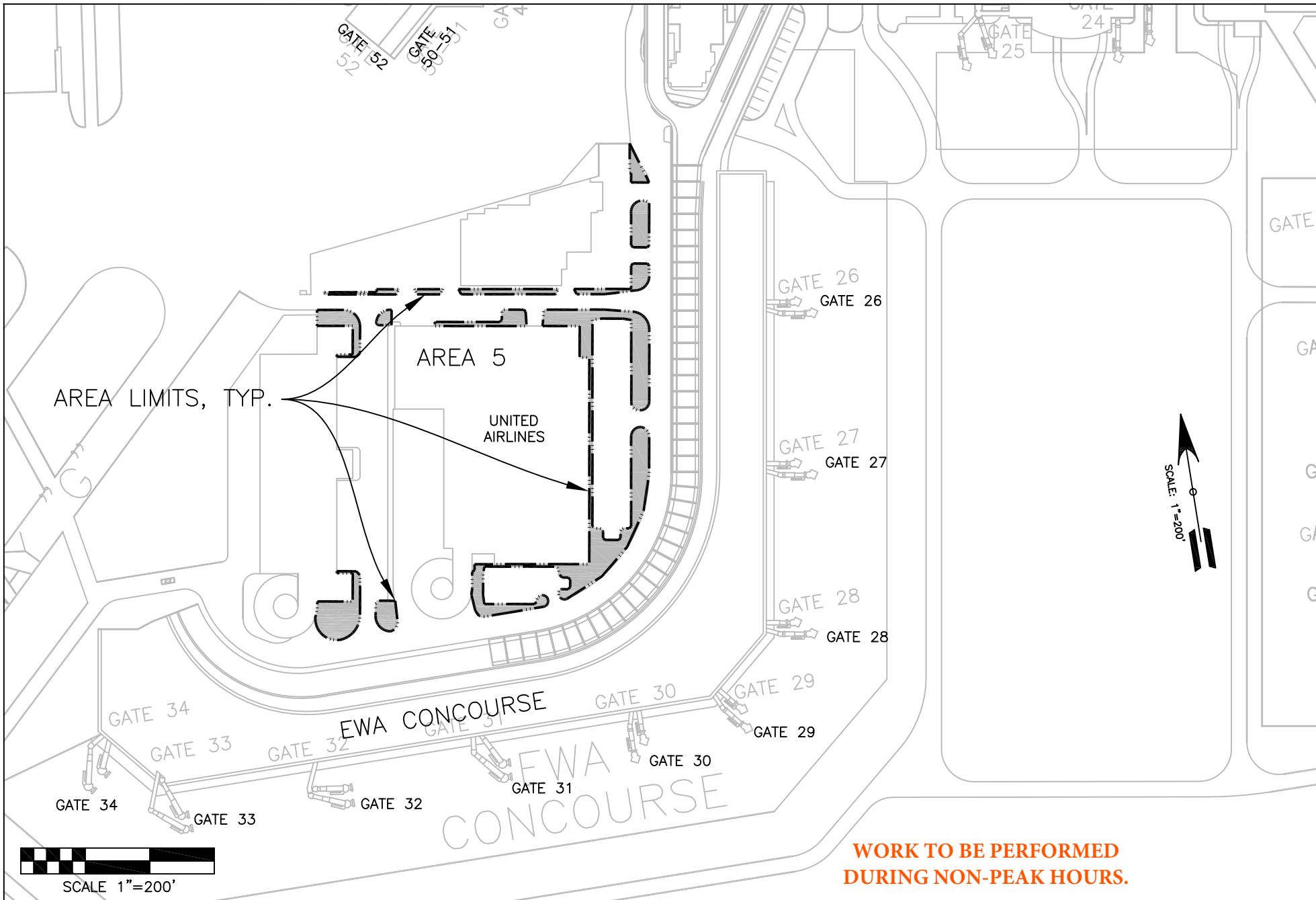


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUYE INTERNATIONAL AIRPORT**

AREA NO. 4 – FRONTAL
GATES NOS. 24 AND 25

DESIGN: OME-KI 01/2015

**EXHIBIT
E**

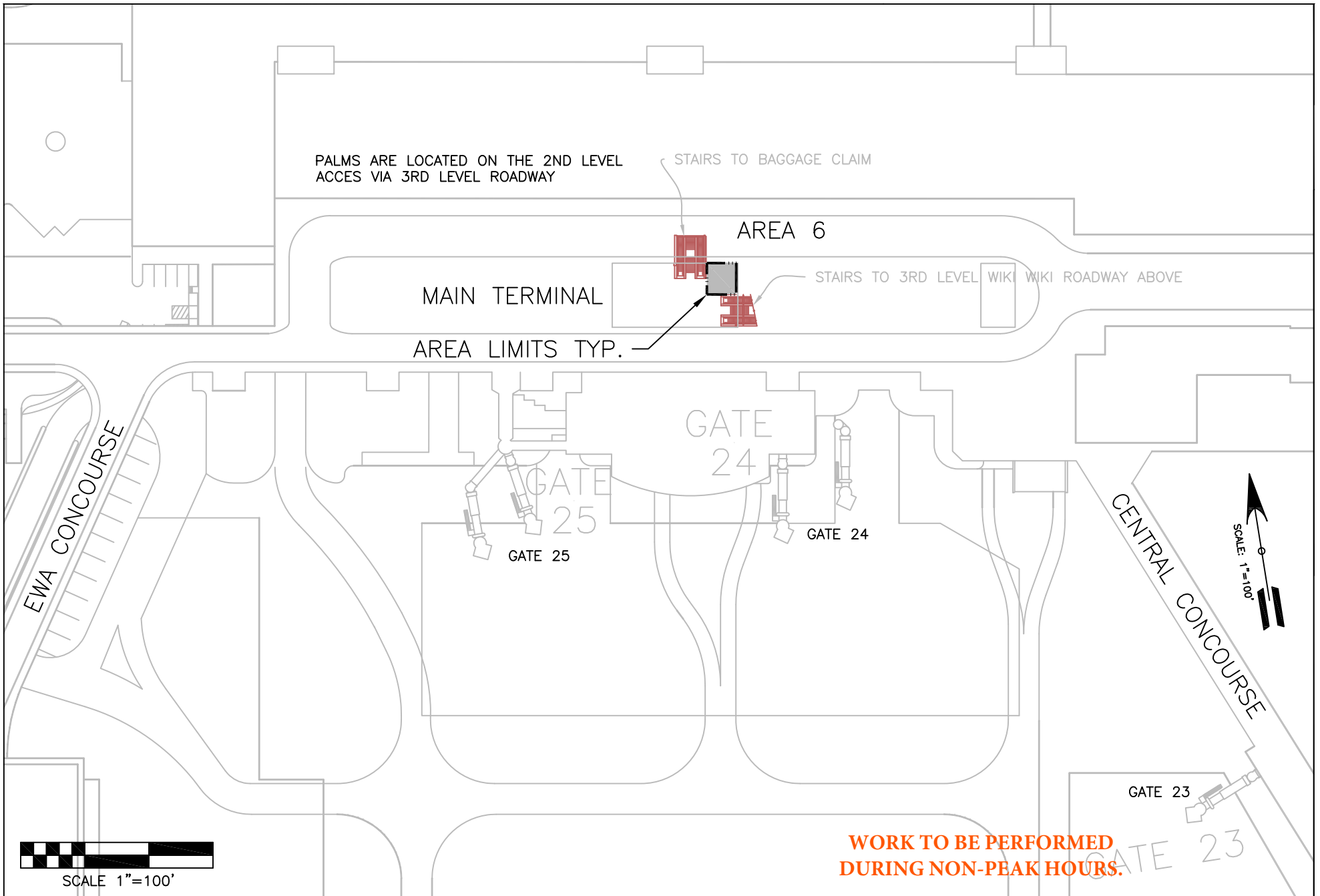


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 5 – EWA
SERVICE ROAD AND
BUILDING #166 (UNITED
AIRLINES)

DESIGN: OME-KI 01/2015

**EXHIBIT
F**



SCALE 1"=100'

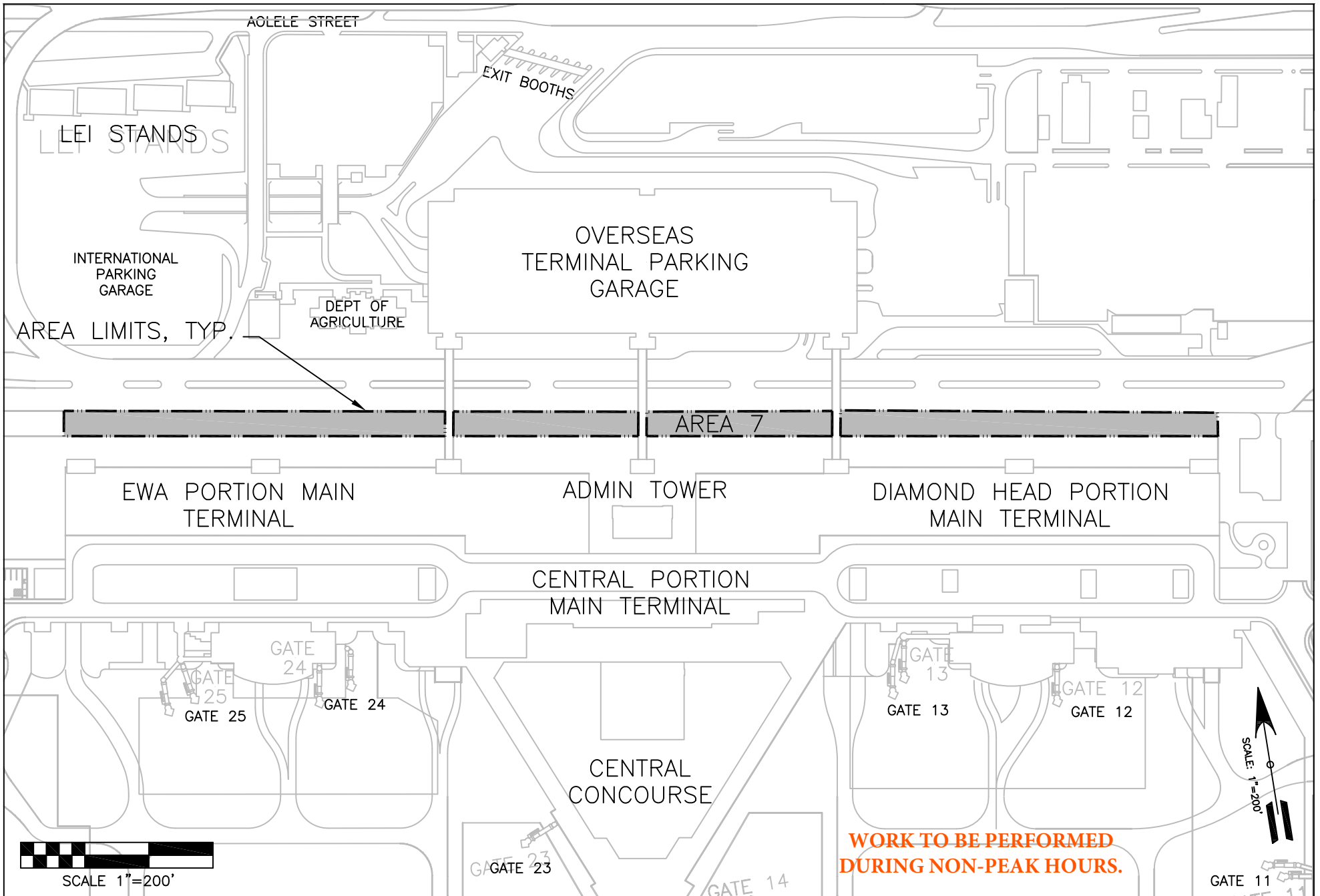


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 6 – EWA
WIKI-WIKI BUS STATION
2ND/3RD LEVEL PLANTER
BOXES

DESIGN: OME-KI 01/2015

**EXHIBIT
G**

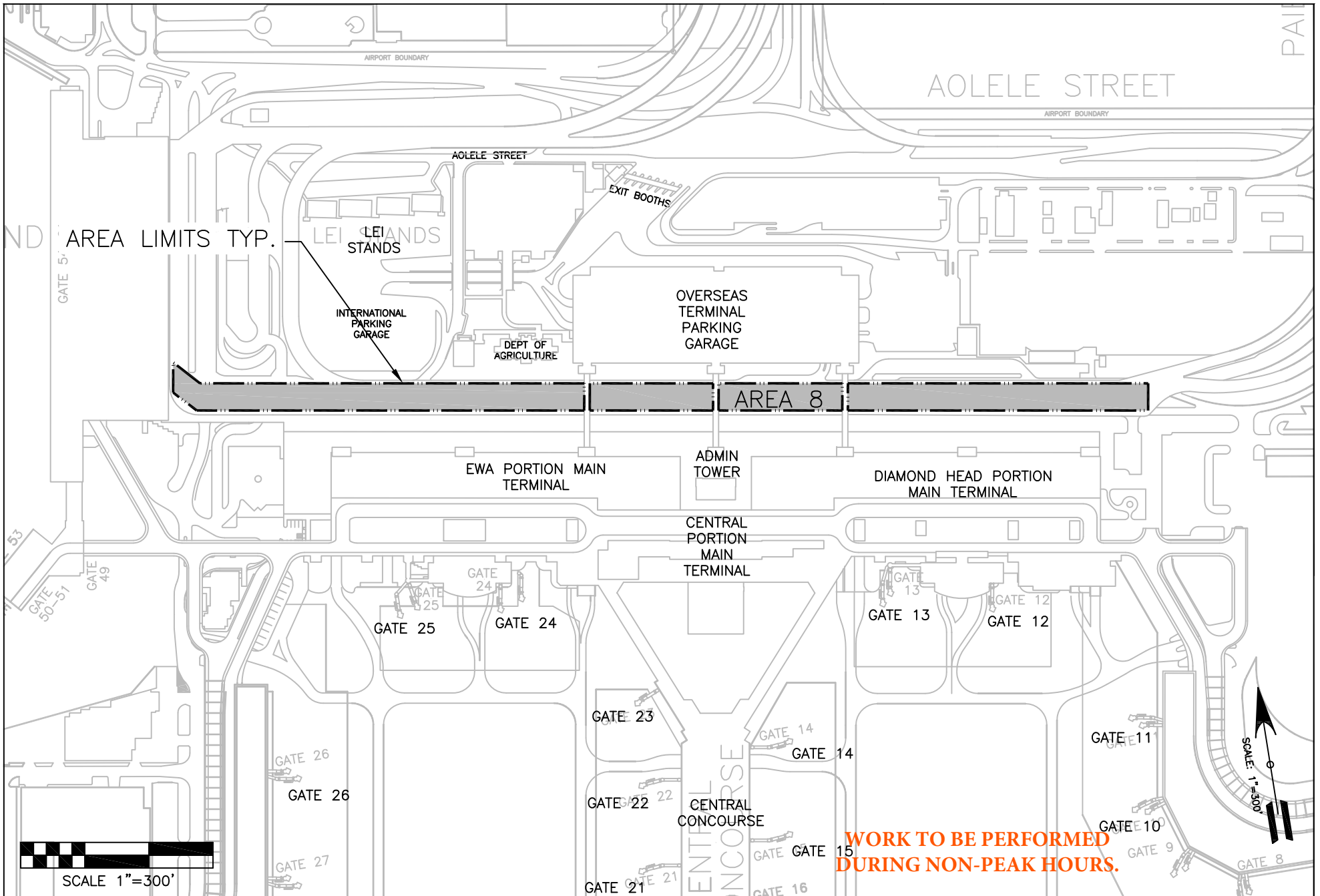


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

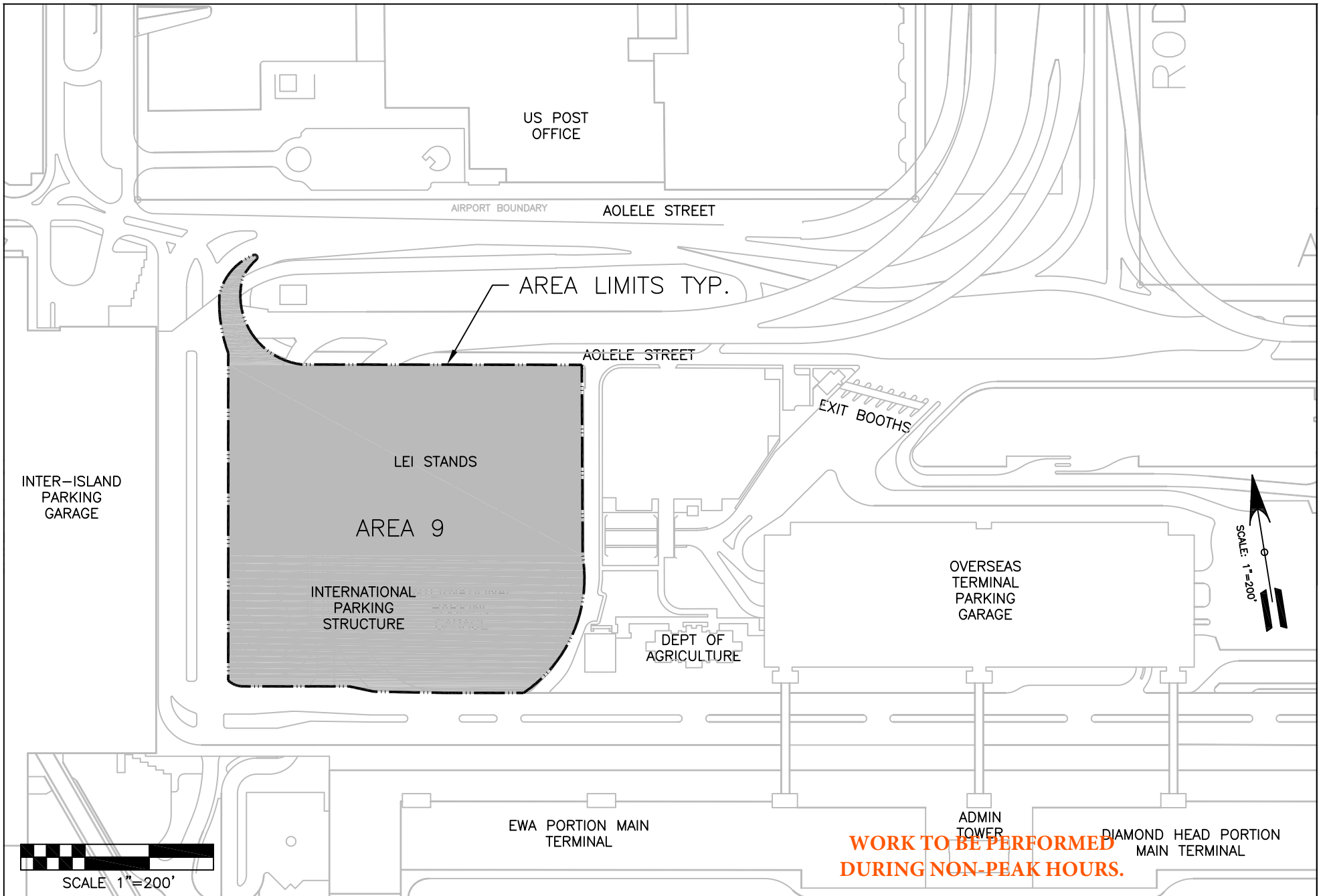
AREA NO. 7 – MAIN
TERMINAL BUILDING
GROUND LEVEL SIDEWALK
PLANTER BOXES

DESIGN: OME-KI 01/2015

**EXHIBIT
H**



	<p align="center">TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES PROJECT NO. BO1424-73 DANIEL K. INOUE INTERNATIONAL AIRPORT</p>	<p>AREA NO. 8 – MAIN TERMINAL BUILDING GROUND LEVEL ROADWAY CENTER PLANTER BOXES</p>	<p>DESIGN: OME-KI 01/2015</p>	<p align="center">EXHIBIT I</p>
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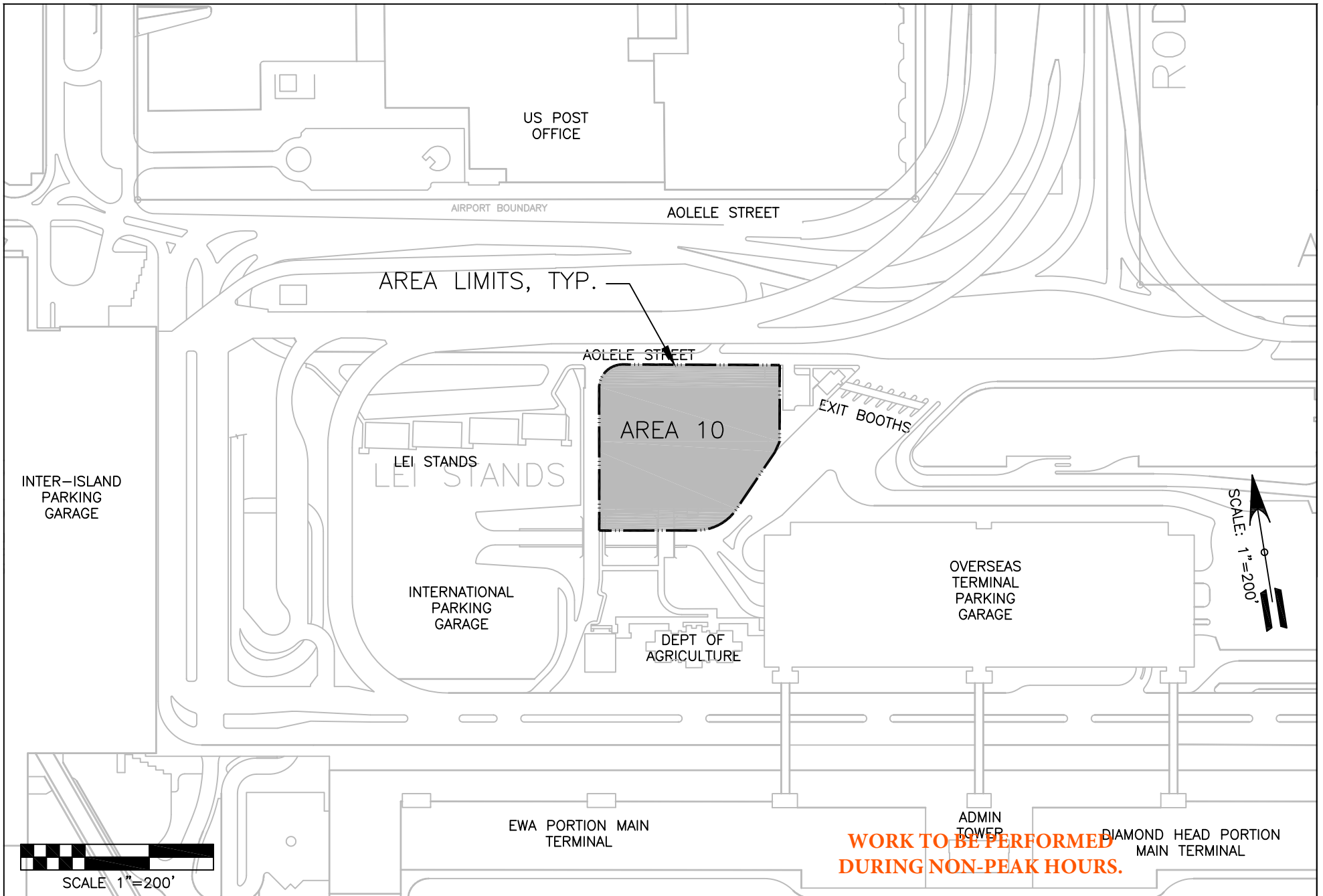


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 9 –
INTERNATIONAL PARKING
STRUCTURE (INCL. TREES
ALONG ROADWAY AND
UNDER INTER-ISLAND
TERMINAL RAMPS)

DESIGN: OME-KI 01/2015

**EXHIBIT
J**

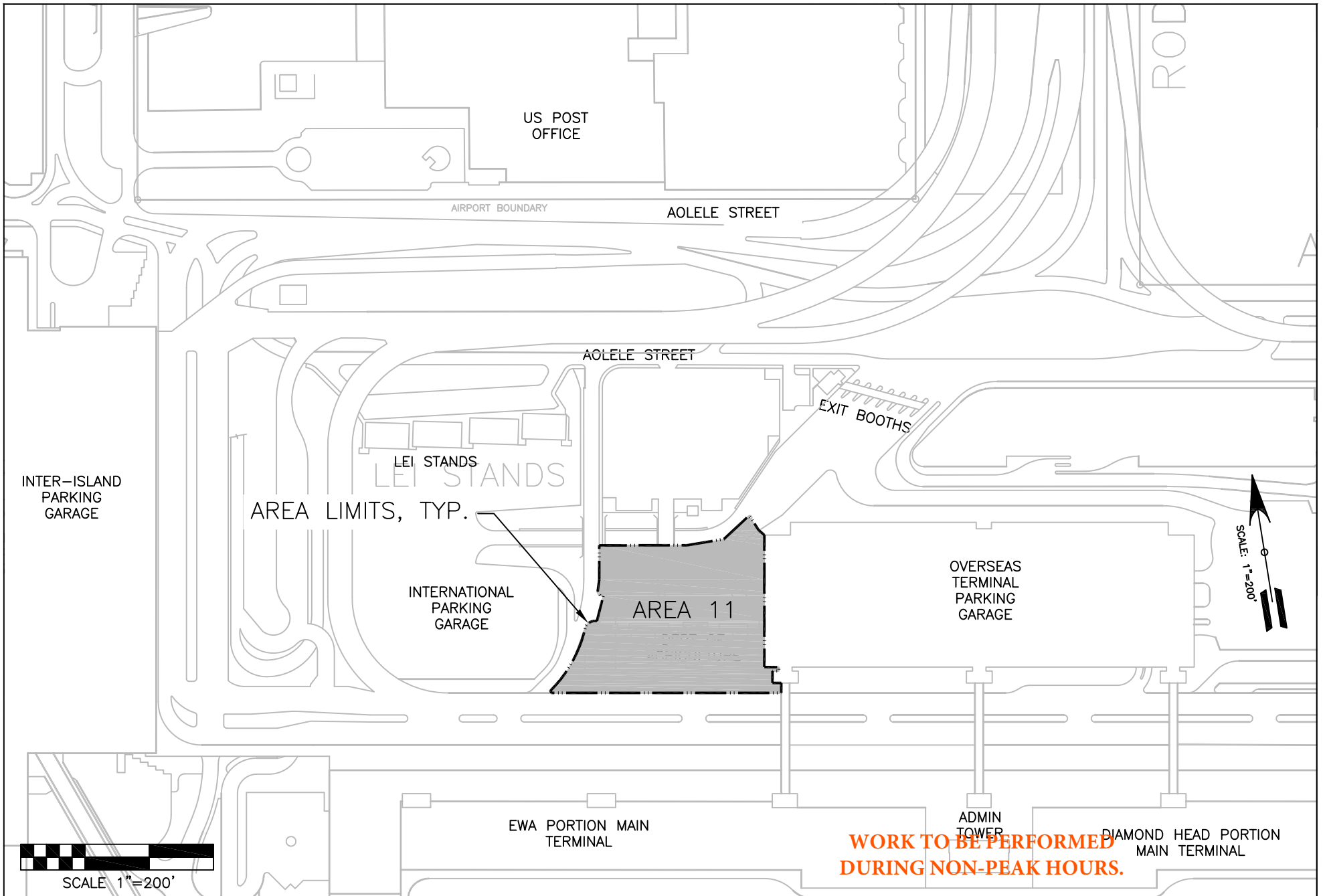


TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT

AREA NO. 10 – PARKING
 LOT "J" (INCLUDES TREES
 ALONG ROADWAY)

DESIGN: OME-KI 01/2015

EXHIBIT
K

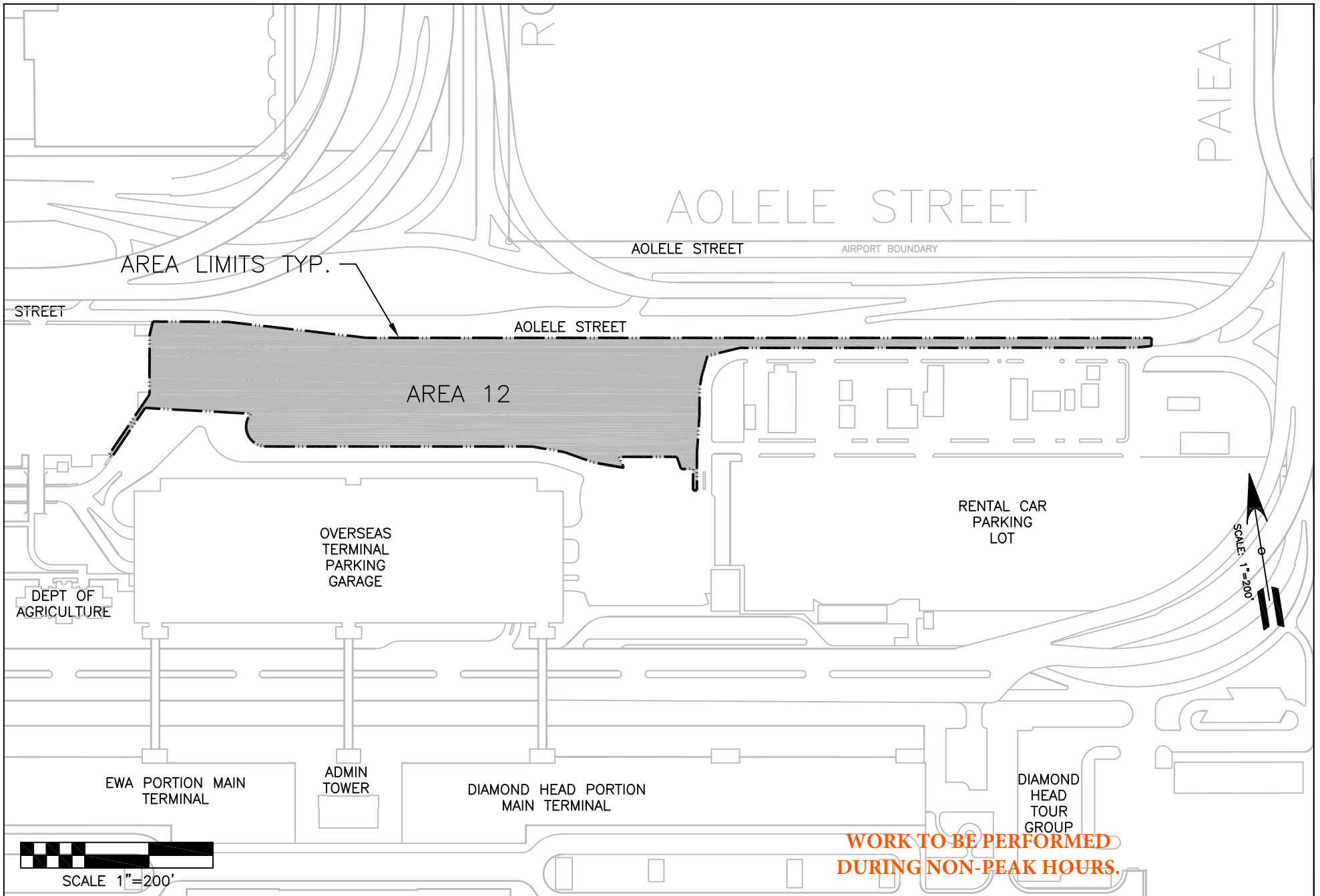


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 11 –
DEPARTMENT OF
AGRICULTURE FRONT
LAWN, AROUND BUILDING
AND EWA END OF
PARKING STRUCTURE

DESIGN: OME-KI 01/2015

**EXHIBIT
L**



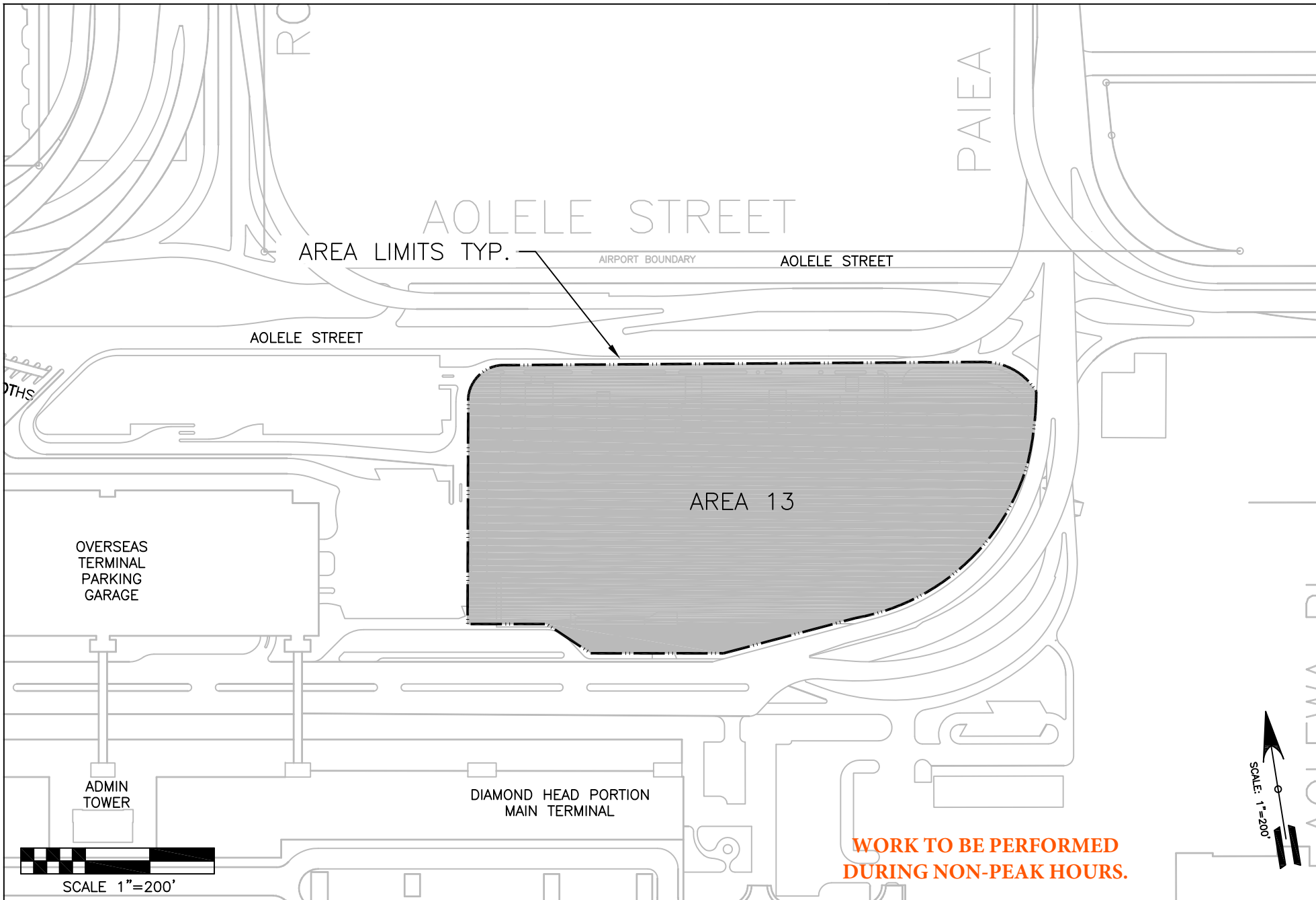
**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73**


DANIEL K. INOUYE INTERNATIONAL AIRPORT

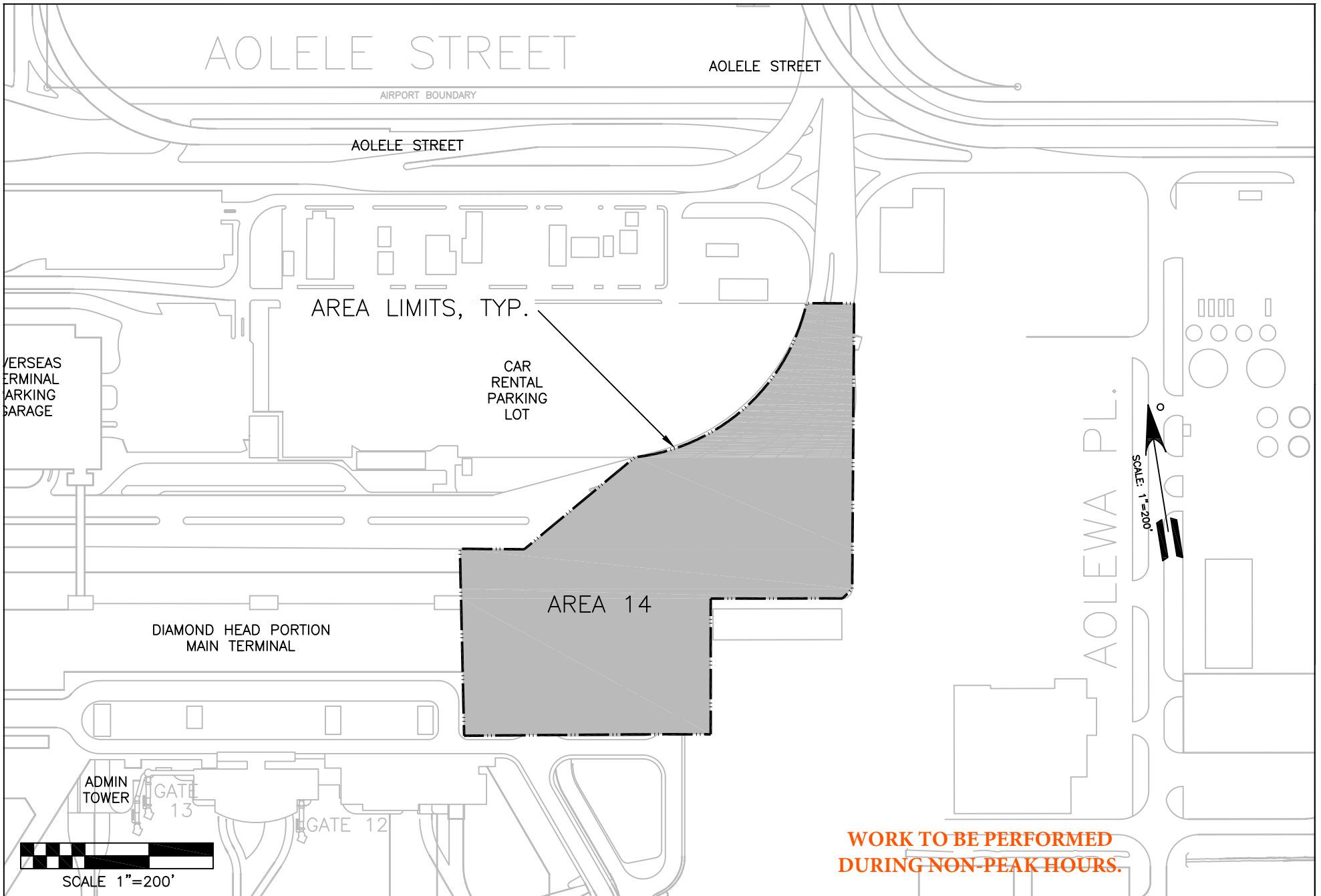
AREA NO. 12 – PARKING
LOT "C" AND PARKING
LOT OFFICE

DESIGN: OME-KI 01/2015

**EXHIBIT
M**



	<p align="center">TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES PROJECT NO. BO1424-73 DANIEL K. INOUYE INTERNATIONAL AIRPORT</p>	<p>AREA NO. 13 – RENTAL CAR AREA (INCLUDES TREES ALONG ROADWAY)</p>	<p>DESIGN: OME-KI 01/2015</p>	<p align="center">EXHIBIT N</p>
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**WORK TO BE PERFORMED
DURING NON-PEAK HOURS.**

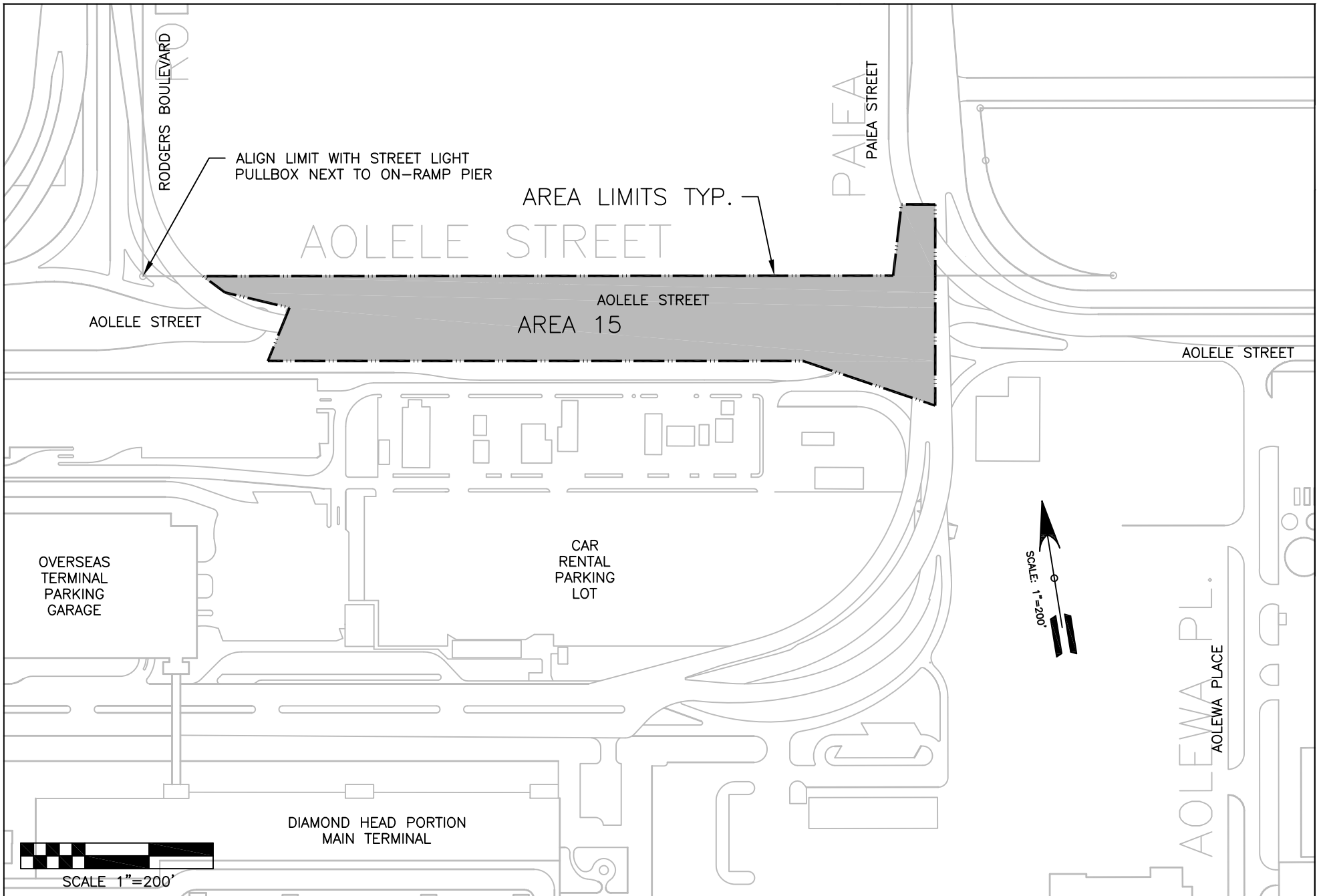


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 14 – DIAMOND
HEAD TOUR GROUP
ASSEMBLY AND UNDER
ROADWAY RAMPS

DESIGN: OME-KI 01/2015

**EXHIBIT
O**

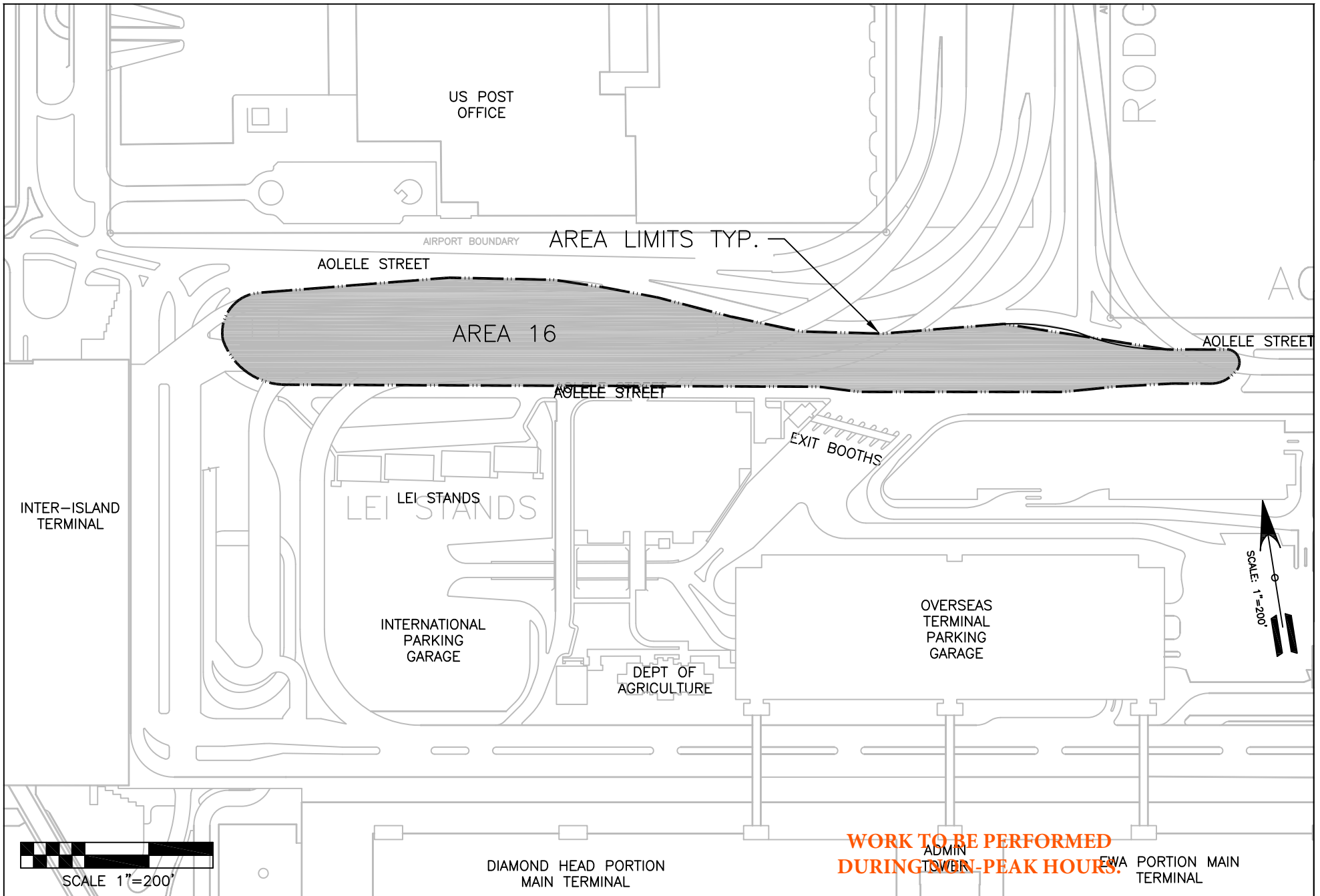


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO. 15 - AREAS
BETWEEN AOLELE
STREET/RENTAL CAR
CIRCULATION ROAD (PAIEA
STREET TO RODGERS
BOULEVARD TRIANGLE)

DESIGN: OME-KI 01/2015

**EXHIBIT
P**

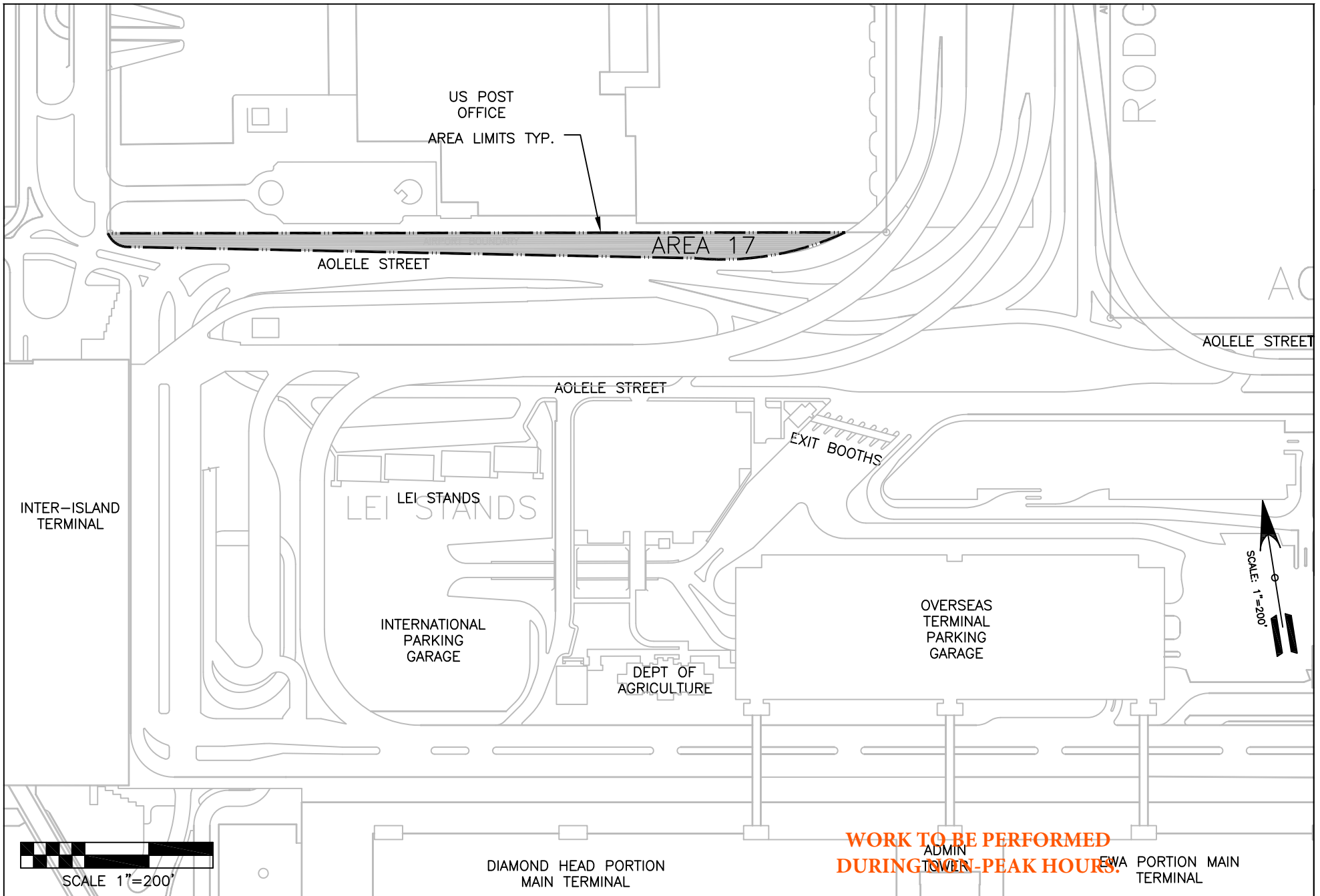


TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT

AREA NO. 16 –
 RODGERS BOULEVARD
 TRIANGLE AND BLDG.
 #HNL 168

DESIGN: OME-KI 01/2015

EXHIBIT
Q

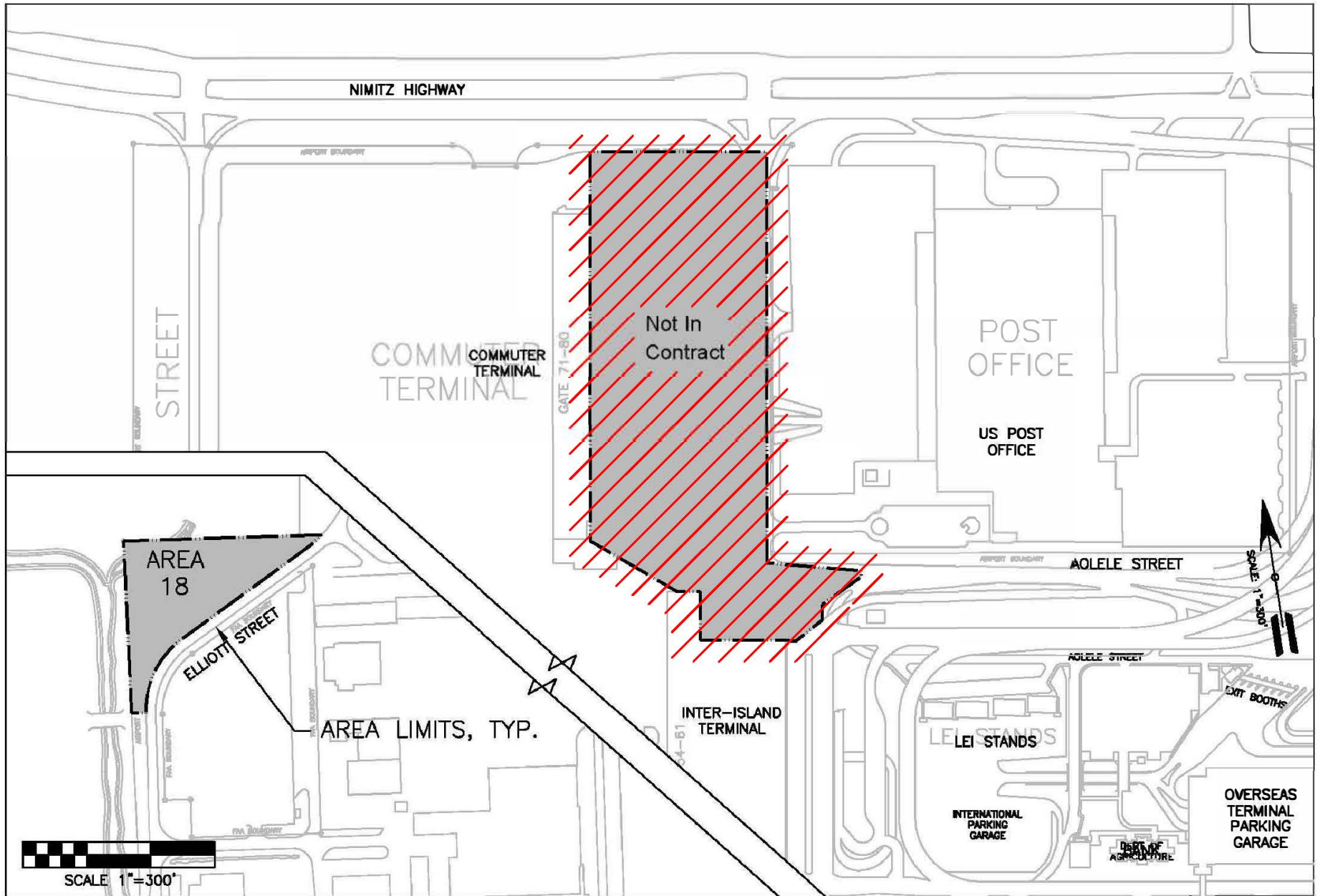


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO.17-POST OFFICE
(ALONG AOLELE STREET)

DESIGN: OME-KI 01/2015

**EXHIBIT
R**

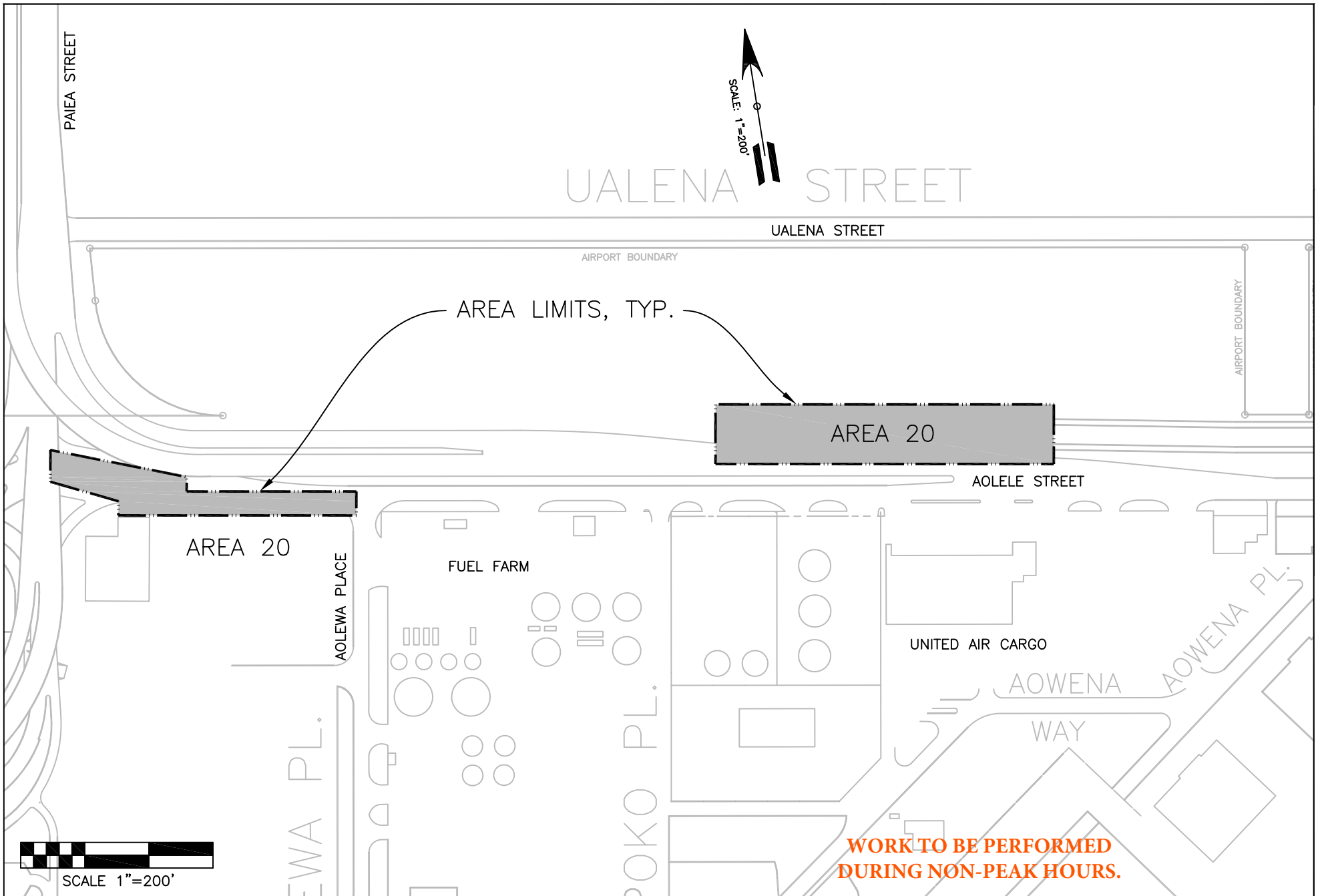


**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO.18--COMMUTER
TERMINAL/IIT/ELLIOTT
STREET TRIANGLE

DESIGN: OME-KI 01/2015

**EXHIBIT
S**

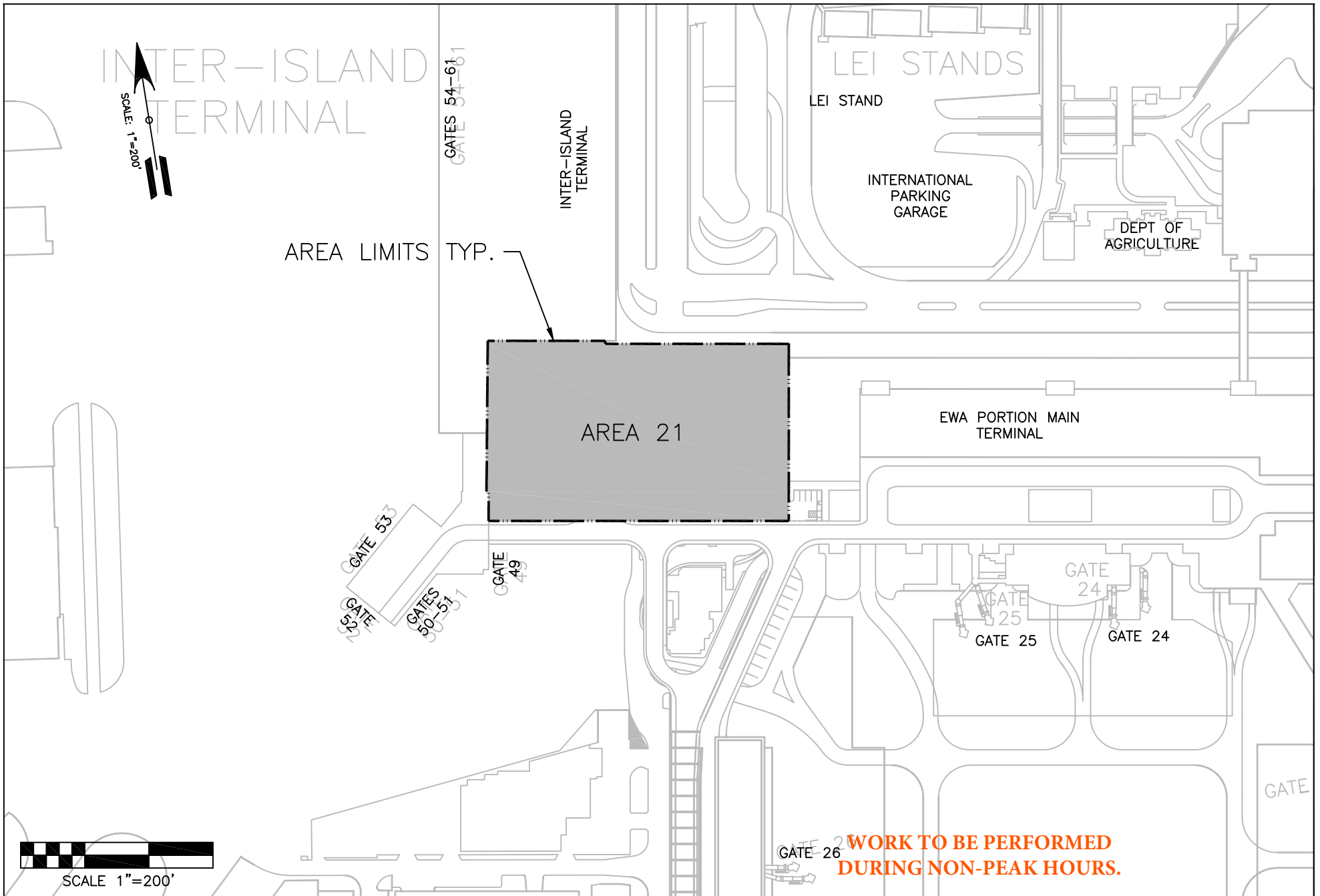


TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT

AREA NO.20—AOLELE STREET TO UNITED CARGO

DESIGN: OME-KI 01/2015

EXHIBIT
U



TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT

AREA NO.21 - MAKAI PIER

DESIGN: OME-KI 01/2015

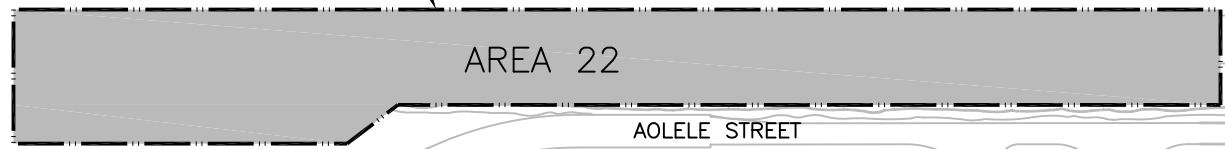
EXHIBIT
V

AREA LIMITS, TYP.



UALENA STREET AIRPORT BOUNDARY

AIRPORT BOUNDARY



AOLELE STREET

UNITED AIR CARGO

STATE OF HAWAII
DEPT. OF
TRANSPORTATION
BASEYARD

OWENA
WAY

AOWENA PL.



SCALE 1"=200'

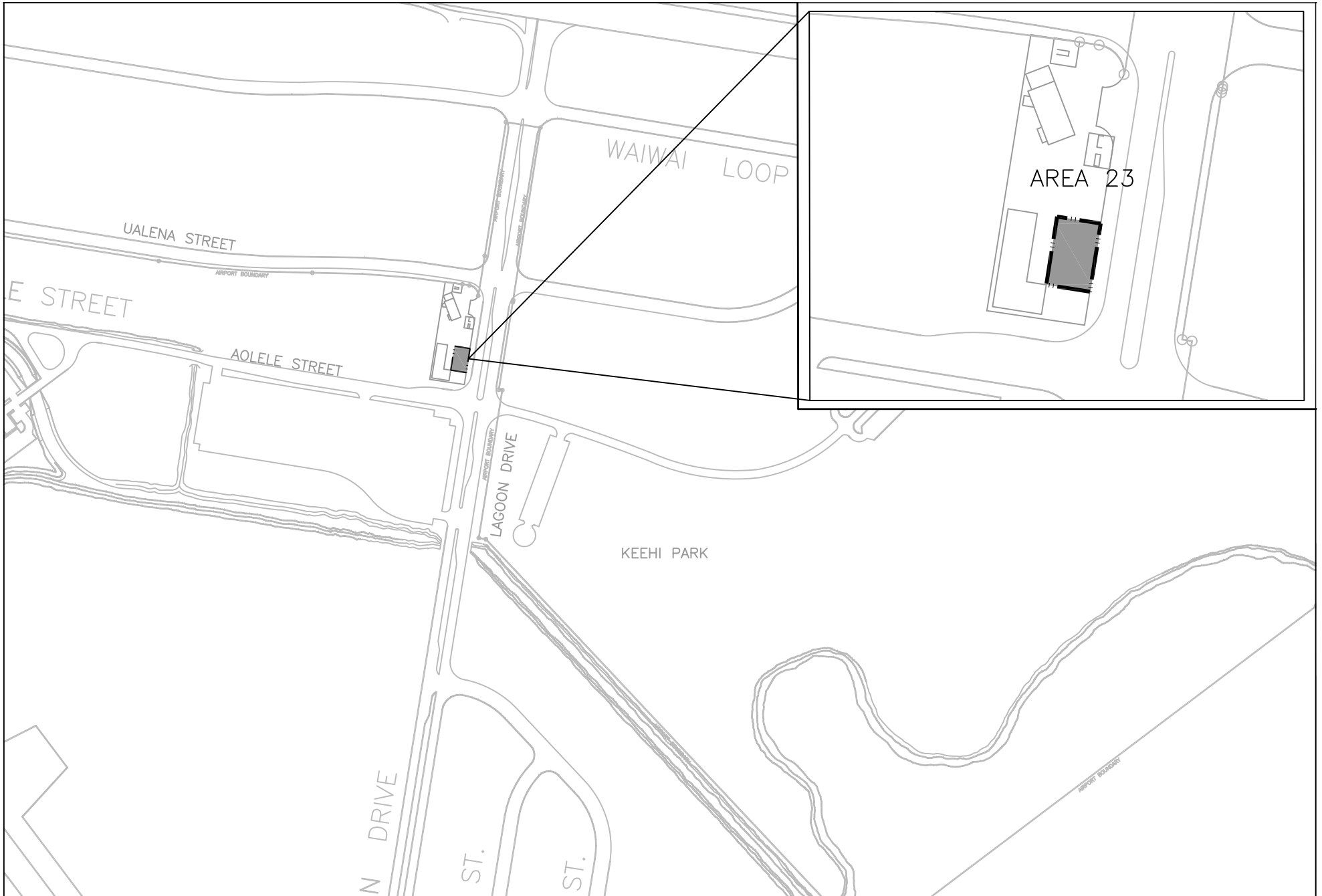


TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
PROJECT NO. BO1424-73
DANIEL K. INOUE INTERNATIONAL AIRPORT

AREA NO. 22-AOLELE
STREET: UNITED CARGO
TO STATE MAINTENANCE
BASEYARD

DESIGN: OME-KI 01/2015

EXHIBIT
W



**TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 PROJECT NO. BO1424-73
 DANIEL K. INOUE INTERNATIONAL AIRPORT**

AREA NO.23- CORNER
 OF AOLELE STREET AND
 LAGOON DRIVE

DESIGN: OME-KI 01/2015

**EXHIBIT
 X**

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

P R O P O S A L

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT: TREE TRIMMING AND LANDSCAPE
MAINTENANCE SERVICES
AT DANIEL K. INOUE INTERNATIONAL
AIRPORT, HONOLULU, OAHU, HAWAII

PROJECT NO.: BO1424-73

CONTRACT TIME: TWELVE (12) MONTH period beginning
as of the date indicated on the
Notice to Proceed from the State,
unless extended by mutual
agreement as provided for in
Subsection 10.16 of these
Specifications.

LIQUIDATED DAMAGES: See Section 10.17, Liquidated
Damages

Project Manager: Gary Kam
Phone: 808-834-6091
e-mail: gary.yt.kam@hawaii.gov

ELECTRONIC SUBMITTAL:

Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. See SPECIAL PROVISIONS 2.4 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

**NOTE: BID AND PERFORMANCE BOND ARE REQUIRED FOR THIS PROJECT
PAYMENT BONDS IS NOT REQUIRED FOR THIS PROJECT**

Director of Transportation
Aliiainmoku Hale
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended

principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

Accompanying this proposal is

_____ surety bid bond*)	*Use standard form
_____ cash)	
_____ cashier's check)	Check whichever is Applicable
_____ certified check)	

_____ (Fill in other acceptable security)

in the amount of _____

_____ DOLLARS (\$ _____), pursuant to Section 103D-324, H.R.S.

The undersigned acknowledges receipt of any addendum, issued by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct, final and are net prices.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above with the signature(s) of the general partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

PROPOSAL SCHEDULE
 TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT
 HONOLULU, OAHU, HAWAII
 PROJECT NO. BO1424-73

ITEM NO.	DESCRIPTION	UNIT BID PRICE (A)	QUANTITY (B)	TOTAL BID PRICE (A) x (B)
1A	Area 1 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
1B	Area 1 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
2	Area 2 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
3A	Area 3 - Cultural Gardens Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
3B	Area 3 - Cultural Gardens Tree Trimming (Semi- Annual) Service, refer to Subsection 10.3.B and Subsection 10.3.C	\$	2 Times Per Year	\$
4A	Area 4 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
4B	Area 4 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
5A	Area 5 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
5B	Area 5 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
7	Area 7 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
8	Area 8 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$

PROPOSAL SCHEDULE
 TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT
 HONOLULU, OAHU, HAWAII
 PROJECT NO. BO1424-73

ITEM NO.	DESCRIPTION	UNIT BID PRICE (A)	QUANTITY (B)	TOTAL BID PRICE (A) x (B)
9A	Area 9 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
9B	Area 9 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
10A	Area 10 - Tree Trimming (Semi-annual) Services, Refer to Subsection 10.3.B	\$	2 Times Per Year	\$
11A	Area 11 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
11B	Area 11 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
12A	Area 12 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
12B	Area 12 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
13A	Area 13 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
13B	Area 13 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
14A	Area 14 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
14B	Area 14 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$

PROPOSAL SCHEDULE
 TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT
 HONOLULU, OAHU, HAWAII
 PROJECT NO. BO1424-73

ITEM NO.	DESCRIPTION	UNIT BID PRICE (A)	QUANTITY (B)	TOTAL BID PRICE (A) x (B)
15A	Area 15 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
15B	Area 15 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
16A	Area 16 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
16B	Area 16 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
17A	Area 17 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
17B	Area 17 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
18A	Area 18 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
18B	Area 18 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
19A	Area 19 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
19B	Area 19 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
20	Area 20 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$

PROPOSAL SCHEDULE
 TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT
 HONOLULU, OAHU, HAWAII
 PROJECT NO. BO1424-73

ITEM NO.	DESCRIPTION	UNIT BID PRICE (A)	QUANTITY (B)	TOTAL BID PRICE (A) x (B)
21A	Area 21 - Palm Trimming (Quarterly) Service, refer to Subsection 10.3.A	\$	4 Times Per Year	\$
21B	Area 21 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
22	Area 22 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
23	Area 23 - Tree Trimming (Semi-Annual) Services, refer to Subsection 10.3.B	\$	2 Times Per Year	\$
Additional Work				
24	Additional tree trimming, tree removal, stump grinding, and miscellaneous general landscaping work, as directed by Project Manager	ALLOWANCE	ALLOWANCE	\$100,000.00
TOTAL AMOUNT FOR COMPARISON OF BIDS (1 TO 24)				\$ _____

PROPOSAL SCHEDULE

TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
AT DANIEL K. INOUE INTERNATIONAL AIRPORT
HONOLULU, OAHU, HAWAII
PROJECT NO. B01424-73

Bids shall include all applicable taxes and fees. The prices herein shall include all labor, materials, equipment and incidentals to perform all work in accordance with the plans and specifications.

Note 1: Bid shall include all Federal, State, County and other applicable taxes.

Note 2: The "TOTAL AMOUNT FOR COMPARISON OF BIDS" shall be used to determine the lowest responsible bidder.

Note 3: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

Note 4: The State reserves the right to reject any and or all Bids and to waive any defects in the best interest of the State.

Note 5: **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.

PROPOSAL SCHEDULE

TREE TRIMMING AND LANDSCAPE MAINTENANCE SERVICES
AT DANIEL K. INOUE INTERNATIONAL AIRPORT
HONOLULU, OAHU, HAWAII
PROJECT NO. B01424-73

- Note 6: Bidders shall refer to the respective exhibits of the specification for the site limits for each Bid item area.
- Note 7: Submission of this proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
- Note 8: Bidder shall be paid for actual work performed as directed by the Project Manager for allowance items. Bidder will not be paid overhead and profit for unused allowance funds.
- Note 9: If the project exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)
as Offeror, hereinafter called the Principal, and

(name of bonding company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)
Dollars (\$ _____), lawful money of the United States of America,
for the payment of which sum well and truly to be made, the said Principal and the said
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in
the alternate, accept the offer of the Principal and the Principal shall enter into a contract
with the Owner in accordance with the terms of such offer, and give such bond or bonds
as may be specified in the solicitation or Contract Documents with good and sufficient
surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof as specified in the solicitation then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

F O R M S

Contents:

Sample Contract
Surety Performance Bond
Performance Bond
Certification for Performance of Services

CONTRACT

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON» whose business/post office address is «ADDRESS», hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in «PROJECT_NAME_AND_NO», or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»-----DOLLARS (\$«BASIC_NUMERIC») as follows:

Total Amount for Comparison of Bids.....\$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for «PROJECT_NO_ONLY», on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State, with an option to extend for TWO (2) additional TWELVE (12) MONTH periods subject to the terms specified in Section «SECTION_REFERENCING_OPTION_YEAR» of the Specifications. The total term of this contract shall not exceed THIRTY SIX (36) MONTHS.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC_NUMERIC») in lawful money, such payment to be made, subject to such additions hereto or deductions therefrom heretofore or hereafter made, in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work and shall be provided from State funds.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

SAMPLE

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligees to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligees in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____ *(State/County entity)*

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____ DOLLARS \$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;
- Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for TREE TRIMMING AND LANDSCAPE MAINTENANCE AT DANIEL K. INOUE INTERNATIONAL AIRPORT, HONOLULU, OAHU, HAWAII, PROJECT NO. BO1424-73, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Transportation. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Director of Transportation has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at Honolulu, Hawaii, this ____ day of _____, 20__.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____ day of _____

Notary signature
Notary public, State of _____
My Commission Expires: _____

Doc. Date: _____ #Pages: ____
Notary Name: _____ Circuit
Doc. Description: _____

Notary signature
Date _____

NOTARY CERTIFICATION