

STATE OF HAWAII  
DEPARTEMENT OF TRANSPORTATION  
HIGHWAYS

SPECIAL PROVISIONS, SPECIFICATION, PROPOSAL,  
CONTRACT, AND BOND

FOR

TREE TRIMMING AND REMOVAL  
AT VARIOUS LOCATIONS ON STATE HIGHWAYS,  
ISLAND OF KAUAI  
PROJECT NO. HWY-KM-2024-03

2024

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

The receiving of bids for **TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS, ISLAND OF KAUAI, PROJECT NO. HWY-KM-2024-03**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

The solicitation specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is August 15, 2024, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due 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. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of pruning and/or removal of trees on an open end, “as-needed” basis, all in accordance with the requirements of these Specifications.

To be eligible for award, bidders shall possess a valid State of Hawaii Specialty Contractor’s “C-27b” Tree Trimming/Pruning and Removal or “C-27” Landscaping contractor license **at the time of bidding**. Bidder’s attention is also directed to Section 10.4 of the Specifications regarding additional bidder requirements.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than August 1, 2024, 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall 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 solicitation shall be made by formal addendum and posted in HiePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

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 shall affirmatively ensure that the contract entered into pursuant to this advertisement shall 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 Jake Dickman, Project Manager, by phone at (808) 587-2189 or by email at [jake.j.dickman@hawaii.gov](mailto:jake.j.dickman@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.



---

ROBIN K. SHISHIDO  
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: July 19, 2024

TABLE OF CONTENTS

	<u>Page No.</u>
Notice to Bidders	
Special Provisions.....	SP-1 – SP-12
Specifications (Serv.)	
Section 1    Definition and Terms .....	1-1 – 1-4
Section 2    Proposal Requirements and Conditions .....	2-1 – 2-3
Section 3    Award and Execution of Contact.....	3-1 – 3-5
Section 4    Scope of Work .....	4-1 – 4-3
Section 5    Control of Work.....	5-1 – 5-3
Section 6    Control of Material and Equipment .....	6-1 – 6-3
Section 7    Legal Relations and Responsibility .....	7-1 – 7-4
Section 8    Prosecution and Progress .....	8-1 – 8-8
Section 9    Payment .....	9-1 – 9-2
Section 10   Tree Trimming and Removal at Various Locations .....	10-1 – 10-29
Appendices	
Appendix A   Monthly Invoice (Sample).....	A-1
Appendix B   Satisfactory Evidence by Affidavit for Final Payment (Sample).....	B-1
Appendix C   Application & Permit for Occupancy & Use of State Highways Right-Of-Way .....	C-1
Appendix D   Proper Arboricultural Practices.....	D-1 – D2
Appendix E   Tree Pruning Detail.....	E-1
Appendix F   Palm Pruning – Exhibits .....	F-1 – F-4

	<u>Page No.</u>
Appendix G Tree Trimming or removal Work Order (Sample) .....	G-1
Appendix H Graphics for Light and Heavy Tree Trimming.....	H-1
Appendix I Notice to Proceed for Miscellaneous Work (Sample) .....	I-1
Appendix J Contractor Performance Rating .....	J-1
Appendix K Herbicide Application Record (Sample).....	K-1
Proposal.....	PF-1 – PF-5
Proposal Schedule.....	PF-6 – PF-10
 Forms	
Sample Contract.....	KF-1 – KF-2
Performance Bond (Surety) .....	1 – 2
Performance Bond .....	PB-1 – PB-2
 Certificate for Performance of Services	

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS  
HONOLULU, HAWAII

SPECIAL PROVISIONS

## SPECIAL PROVISIONS

The specifications contain herein are amended as follows:

(A) SECTION 1 – DEFINITIONS AND TERMS shall be amended as follows:

1. 1.33 SUBCONTRACTOR is amended by deleting it and 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 agreement with the Contractor to perform a portion of the work.”

2. 1.38 WORKING DAY shall be amended in its entirety to read as follows:

“1.38 WORKING DAY – Every day, except Saturdays, Sundays, State holidays as applicable and as observed.

Normal State holidays are as follows:

New Year's Day (The first day in January)  
Dr. Martin Luther King, Jr. Day (The third Monday in January)  
President's Day (The third Monday in February)  
Prince Jonah Kuhio Kalaniana'ole Day (The twenty-sixth day in March)  
Good Friday (The Friday preceding Easter Sunday)  
Memorial Day (The last Monday in May)  
King Kamehameha Day (The eleventh day in June)  
Independence Day (The fourth day in July)  
Statehood Day (The third Friday in August)  
Labor Day (The first Monday in September)  
General Election Day (The first Tuesday in November following the first Monday of even numbered years)  
Veteran's Day (The eleventh day in November)  
Thanksgiving Day (The fourth Thursday in November)  
Christmas Day (The twenty-fifth day in December)

State Holiday schedules can be obtained online at:

<http://dhrd.hawaii.gov/state-observed-holidays/>”

3. Add the following new subsections:

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



1.40 ENGINEER – The respective District Engineer, acting directly or through his duly authorized representatives, who are responsible for engineering supervision of construction and other highway matters.

1.41 STANDARD SPECIFICATIONS – The Hawaii Standard Specifications for Road and Bridge Construction, 2005, Highways Division, Department of Transportation, including any amendments. To review the Standard Specifications, log on to:

<http://hidot.hawaii.gov/highways/s2005-standard-specifications/>

to review the 2005 Standard Specifications and their applicable amendments/Special Provisions.

The Contractor shall utilize the latest revision.

1.42 MUTCD – The Manual on Uniform Traffic Control Devices, 2009, Federal Highway Administration, U.S. Department of Transportation, including any amendments or revisions. To review the MUTCD, log on to:

<http://mutcd.fhwa.dot.gov/>

The Contractor shall utilize the latest revision.

1.43 HMSLM – The Hawaii Department of Transportation (HDOT) Highway Manual for Sustainable Landscape Maintenance, 2011, Highways Division, Hawaii Department of Transportation, including any amendments or revisions. To review the HMSLM, log on to:

<http://hidot.hawaii.gov/highways/landscape-architecture-program/>

1.44 OSHA – Occupational Safety and Health Administration/Act, U.S. Department of Labor, as amended, revised, or updated, applies to these Specifications. To review the OSHA, log on to:

<https://www.osha.gov/laws-regs>

The Contractor shall use the latest revision.

1.45 DEBRIS & LITTER – Rubbish and other objects that are unsightly, glass, trash, papers, cans, bottles, cigarette butts, palm fronds and tree limbs and the like.”

- (B) SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS shall be amended as follows:

1. 2.1 QUALIFICATION OF BIDDERS is deleted in its entirety.
2. 2.3 PROPOSAL GUARANTY is deleted in its entirety.
3. 2.4 DELIVERY OF PROPOSALS shall be amended in its entirety to read as follows:

**“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. 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. 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.**”**

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

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

4. 2.5 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

“2.5 WITHDRAWAL OF PROPOSALS – Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HIePRO prior to the bid opening date and time.”
5. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.
6. Add the following new subsection:

“2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES – Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder should submit the “Certificate for Performance of Services” in the event bids are more than \$25,000. The notarized certificate shall be submitted to the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering a contract to perform services. This form is available in the Forms section.”

**Effective July 1, 2024**, salaries of State employees performing work similar to the work called for under this contract are as follows:

Class Title	Bargaining Unit (BU) Salary Schedule	Grade	Minimum Hourly Pay Rate
General Laborer I	BU-01	BC-02	\$24.35
General Laborer II	BU-01	BC-03	\$25.04
General Laborer III	BU-01	WS-03	\$26.80
Tree Trimmer-Truck Driver	BU-01	BC-05	\$27.09
Tree Trimmer	BU-01	BC-07	\$29.30
Grounds Maintenance Supervisor I	BU-02	F-103	\$28.37

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 Contractor’s responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which shall be paid to personnel when work is done on this project. Information on the status of Bargaining Unit (BU) contracts, salary schedules, Class Specifications and minimum qualification requirements can be obtained from the State Department of Transportation, Highways Division, Personnel Management office (587-2229) or online at:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>

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, as may be according to the bidder’s common hiring practice. However, the principal duties of employees other than those listed hereinabove working on the project shall be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor shall compensate such employee(s) at a rate which is no less than that of the equivalent State employee.”

(C) SECTION 3 – AWARD AND EXECUTION OF CONTRACT shall be amended as follows:

1. 3.4 REQUIREMENT OF CONTRACT BOND is amended deleting 3.4 Requirements for Contract Bonds in its entirety and replacing with the following:

“3.4 REQUIREMENT OF CONTRACT BOND – Prior to the execution of the contract, the successful bidder shall file good and sufficient performance bond on the forms furnished by the Department. In as much as the contract to be executed is a price-term, open-end, or requirements contract under which the contract price,

or total amount to be paid to the Contractor cannot be determined at the time the contract is executed, the performance bond amount required shall be as follows:

Performance Bond .....\$550,000.00.”

The Contractor shall submit the required contract bond(s) together with the signed contract in accordance with Section 3.5 Execution of Contract.

The above amount represents the performance bond amount required for the initial term of the contract. If work orders issued during the initial contract term exceed the original bond requirements, the procurement officer shall require additional performance bonds to cover said work orders.

If the contract is extended beyond the initial term, the State shall require new bonds for each subsequent term. Such performance bond for each subsequent term, may be extensions of the original bond(s) by endorsements thereto, provided that, as to any claims which may have arisen or may arise while said bonds were in effect, said bonds shall remain in full force and effect.

The performance bond amount may be reduced upon written determination by the head of the purchasing agency, if it is deemed to be in the best interest of the State.

The bidder shall limit the acceptable performance bond to the following:

- (a) Legal tender; or
- (b) A valid surety bond, underwritten by a company licensed to issue bonds in the State of Hawaii, and signed by both parties; 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.”

2. 3.5 EXECUTION OF CONTRACT is amended by deleting 3.5 EXECUTION OF CONTRACT in its entirety and replacing it with the following:

“3.5 Execution of Contract. The contract, contract performance bond, 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 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.”

(D) SECTION 4 – SCOPE OF WORK shall be amended as follows:

1. 4.2 PERFORMANCE OF WORK shall be amended by adding the following to the end of the subsection:

"The Contractor shall perform work satisfactorily in the judgment of the Engineer during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Engineer may require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to satisfactory status.

In case the Contractor fails to comply after ten (10) working days from the date of receipt of such a written order from the Engineer, the Engineer may employ a working force and equipment and charge the Contractor for the reasonable cost thereof including depreciation for equipment and or he may terminate the contract."

2. 4.6 VARIATION IN QUANTITY shall be replaced in its entirety to read:

“By mutual agreement, the estimated quantity of goods as specified in this contract maybe decreased or increased by the Engineer as necessary, provided the unit price remains the same specified by Section 10.17 Escalation Clause, of the Specifications.”

3. Add the following new subsection:

"4.7 CONTRACT TO BE INDEFINITE QUANTITY – The requirement for traffic control and safety measure services to be furnished by the Contractor will be on an indefinite quantity/ “as-needed” basis as called for in these specifications at the applicable unit bid price during the term of this contract, including any extensions and in such numbers as may be required by the State. The unit price indicated by the Contractor shall be applicable and binding under the terms of this contract. Payment for services shall be paid by Purchase Order.”

(E) SECTION 5 – CONTROL OF WORK shall be amended as follows:

1. 5.3 COOPERATION OF CONTRACTOR AND STATE shall be amended by adding the following to the end of the subsection:

“Before starting work on the project, the Contractor shall designate in writing an authorized representative (i.e. superintendent) who shall have complete authority to represent and to act for the Contractor.

The Contractor shall furnish the State with a telephone number and electronic mail (email) address where they can be reached, either by voice or text, at all times. The Contractor or their designated representative shall return phone calls from the Engineer within one (1) hour of receipt of the phone call or text. All emails from the Engineer shall receive a response within three (3) hours of receipt of the email. Refer to Subsection 1.40 Engineer of the Special Provisions for the definition of Engineer.”

2. 5.4 INSPECTION shall be amended by adding the following to the end of the subsection:

“The Director reserves the right to have all work as specified by the contract documents to be inspected by a State Inspector or by a State Contractor/Consultant-provided inspector.

The Contractor shall maintain all books, documents, papers, records, and other evidence pertaining to payroll: employee’s name, employee’s correct classification, wage rates, daily and weekly hours worked, deductions made, and actual wages paid. The Contractor shall make such materials and information available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the State. Failure to comply with the conditions of this Section during the contract period may result in cancellation of the contract.”

3. 5.5 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK shall be amended by adding the following paragraphs to the end of the subsection:

“At any time during the performance of this contract, but no later than six months after the acceptance of the services or materials incorporated in accordance with the requirements of this contract, the State may require the Contractor to remedy by correction or replacement, any services or materials which have failed to comply with the requirements of this contract.”

4. Add the following new subsection:

“5.7 CONTRACTOR PERFORMANCE RATING – The Contractor shall be rated every three (3) months or more often determined by the engineer based on their performance for that period. The Contractor will be rated on sixteen (16)

performance factors related to compliance with the contract specifications. *Refer to Appendix J Landscape Maintenance Contractor Performance Rating.*

Deduction(s) is/are made as specified in Section 10.18(C) Deductions, of the Specifications for documented rating of “Doesn’t meet specifications” to any of the task.

The Contractor shall be rated at least every three (3) months or as determined by the Engineer. The Contractor will be rated on performance factors related to compliance with the contract specifications on administrative items and performance of field activities.

The Contractor’s continuous unsatisfactory performance to meet the contract requirements shall be grounds for non-extension of the contract.”

(F) SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT 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.”

(G) SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY shall be amended as follows:

1. 7.8 LABOR AND COMPENSATION REQUIREMENTS shall be 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. The Contractor shall submit certified payroll affidavits weekly in the form approved by the Department.

Additional information on the requirements of Section 103.55, H.R.S. may be obtained at:

[https://www.capitol.hawaii.gov/hrscurrent/Vol02\\_Ch0046-0115/HRS0103/HRS\\_0103-0055.htm](https://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm).

The Contractor shall submit certified payroll report in the form approved by the Department, showing full information on the following:

- a. Name of each employee who worked during the reporting period,
- b. Their rates of pay,
- c. The number of hours worked,
- d. Gross earnings and
- e. Deductions made.

The Contractor shall be required to comply with the laws of the U.S. Citizenship and Immigration Services (USCIS). The Department reserves the right to periodically check the employable status of persons listed on the certified payroll certificates. Any person, who is found to be an illegal alien (undocumented alien) under the laws of the USCIS, shall be immediately dismissed from the project and not be rehired until he or she is properly cleared.”

2. Add the following new subsection:

“7.10 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall always conduct maintenance operations with due regard to the convenience and safety of the public. The protection of persons and property shall be provided by the Contractor.

All work under this contract shall be in full compliance with Subsection 107.11, Safety: Accident Prevention and 107.12, Protection of Persons and Property of the Standard Specifications. Refer to Section 1.41 Standard Specifications, of the Special Provisions for the definition of Standard Specifications.

The Contractor shall take all necessary precautions to protect all personnel from hazards and injuries. The rules and regulations promulgated by the U.S. Department of Labor Occupational Safety and Health Acts (OSHA); the Hawaii Department of Labor and Industrial Relations (DLIR); the Hawaii Occupational



Safety and Health Division (HIOSH) and any other applicable federal, state, and local rules and regulations are not included herein, but are applicable and made part of these Specifications.”

(H) SECTION 8 – PROSECUTION AND PROGRESS shall be amended as follows:

1. 8.2 SUBCONTRACTING shall be amended by replacing the first paragraph with the following paragraphs:

“The Contractor shall give his personal attention to the fulfillment of the contract and shall always keep the work under his control.

The scope and nature of work required under this contract are such that any licensed Landscape Contractor “C-27” or “C-27b” should be able to do the work required without subcontracting any of it to others.

Any work, that falls outside of the authorized work of the C-27 or C-27b license or work that requires specific training and certification, may be subcontracted only upon approval of the Director. The Director’s decision shall be final. Payment of all costs for such subcontractor work shall be according to prices or arrangements agreed upon prior to authorization of such work in writing. The Contractor, however, shall perform with its own organization, work amounting to not less than fifty percent (50%) of the total contract cost.”

2. 8.6 LIQUIDATED DAMAGES shall be amended by adding the following to the end of the subsection:

“A. Liquidated Damages for Maintenance of Landscaped Areas:

"Should the Contractor fail to respond to a work order defining the work required of the Contractor, the following assessments will be made against him as liquidated damages:

- a. \$100.00 for each calendar day delay beyond the work order completion date.
- b. \$50.00 for each calendar day for failure to commence work by the commencement work date listed on the work order.
- c. \$500.00 for each occurrence for failure to respond to a request for an emergency miscellaneous work at the specified response time.
- d. \$75.00 for each calendar day for failure to respond to a phone call, facsimile, or email regarding work requests and other contractual issues as specified in Section 5.3 Cooperation of Contractor and Director, of the Specifications.

- e. \$500.00 for each calendar day for failure to remove debris and/or clean up due to palm pruning /removal operations.
- f. \$400.00 for each calendar day for failure to have the required Arborist or Tree Workers on site during palm pruning/removal operations.

Equipment breakdowns or unavailability of an equipment, boom truck, bucket truck or equivalent, are not causes to waive liquidated damages.

The Engineer shall prepare a written report with substantiating evidence and shall notify the Contractor in writing (signed letter) on the second day beyond the specified completion date and or commencement date of the applicable Work Order."

(I) SECTION 9 – PAYMENT shall be amended as follows:

- 1. 9.2 RETAINAGE/DEDUCTION FROM PAYMENT shall be amended by adding the following to the end of the third paragraph:

“Retainage is deducted monthly starting on the first invoice of the applicable term and if contract performance is satisfactory, deduction will end after six months. The Contractor has **two options** to be paid the retainage amount:

- a. Submit the total retainage invoice at the end of the first term. Repeat the whole process of deducting retainage and submitting total retainage for payment for each contract term, or
- b. Submit the total retainage invoice held during the first term at the end of the final term, as applicable (end of the final option term or when contract is not renewed, etc.).

- 2. 9.4 PROGRESS PAYMENTS shall be amended by adding the following to the end of the subsection:

“The Contractor shall bill the State once a month. All monthly payments are approximate only and shall be subject to correction at any time prior to or in the final estimate and payment.

To expedite the processing of all payments for services rendered, the Contractor shall forward copies of the invoice as specified in the Specifications, to the following address:

Department of Transportation - Highways  
c/o District Engineer - Oahu District  
Highways Division  
727 Kakoi Street,  
Honolulu, Hawaii 96819

Each invoice shall include but not be limited to the following information:

- a. Contractor's name, address, phone number and email address.
- b. Project title, project number, contract number and work order (work order only if open-ended contract).
- c. Bid item number, description of services, periods covered/date of service(s) performed, quantity, unit price, amount, subtotal, and total.
- d. Deductions, as applicable, shall be included in the invoices as separate subtotal(s) and labeled as either "Deductions", "Liquidated Damages and/or "Retainage."
  - i. Liquidated Damages – as specified in Section 8.6 Liquidated Damages, of the Special Provisions.
  - ii. Retainage as specified in Section 9.2 Retainage/Deduction from Payment, of the Special Provisions and the Specifications
  - iii. Certification by the Contractor that services as requested under the Contract have been performed.

Refer to the sample invoice in Appendix A – Sample Monthly Invoice.

*Pursuant to Section 7.8 Labor and Compensation Requirements, of the Special Provisions, the Contractor shall submit certified copies of the payrolls with the monthly invoice within seven (7) calendar days after the end of the month. The certification shall affirm that the payrolls are correct and complete. The certificates shall be forwarded to the same address as specified above."*

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

## 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, shall 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 Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award.

**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, the Bidder may be deemed non-responsible.

**A. Tax Clearance.**

Pursuant to section 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. Bidder shall submit directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

**B. Certificate of Compliance.**

Pursuant to section 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. Certificate of Good Standing.**

Pursuant to section 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.

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 – PALM PRUNING AND REMOVAL AT VARIOUS LOCATIONS**

**10.1 DESCRIPTION**

The work shall consist of furnishing all labor, necessary equipment, materials, and traffic control, to trim or remove various trees as requested. All work shall be performed in a professional manner and in accordance with current arboricultural practices and this document. The Contractor shall ensure that the services are performed in a manner that provides outstanding customer service and presents a comfortable, healthy, and safe environment.

Service shall limit traffic congestion on Kauai roadways. If partial road closure with alternating lanes or complete lane closures are required, minimizing stoppage to no more than twenty minutes in either direction is desired. If work can't be done in the twenty-minute timeframe alternative night work is advised. The contractor shall coordinate lane closures and night work with the States point of contact listed in Section 10.2.

All Work shall be on an indefinite quantity “as needed” basis during the contract period in such quantities as may be required by the State on the Island of Kauai without requiring competitive bids as the need arises.

The Contractor shall furnish the State with telephone through which the Contractor can be contacted by the State, by voice or text, 24-hours a day, every day of the week.

**10.2 COORDINATION OF WORK**

All work under this contract shall be coordinated with the Engineer or a duly authorized representative.

<b>Engineer</b> Mr. Lawrence Dill District Engineer (DE) – Kauai District Phone: 808-241-3006 Fax: 808-241-3011 Email: <a href="mailto:lawrence.j.dill@hawaii.gov">lawrence.j.dill@hawaii.gov</a>	<b>Point of Contact</b> Authorized Representative of the DE Mr. Lyle Tabata Maintenance Engineer – Kauai District Phone: 808-241-3032 Email: <a href="mailto:lyle.tabata@hawaii.gov">lyle.tabata@hawaii.gov</a>
--	--

**10.3 QUALIFICATION OF BIDDERS**

The contractors shall provide documentation of licenses, certificates and other requirements listed in the subsection below. Requested documents shall be received by the Project Manager no later than five (5) working days from the date of written request from the State.

**A. Contractor or Contractor's Responsible Managing Employee (RME) Qualification**

- License.** At the time of bidding, possesses a valid State of Hawaii Specialty Contractor's C-27B, Tree Trimming and Removal or C-27, Landscaping



contractor license. The Contractor shall possess the license throughout the duration of the contract and or any extensions.

- a. The contractor shall provide
  - i. A copy of the specified license, as applicable and
  - ii. Contractor's license number, as applicable.
  
2. **Work Experience.** At the date of bidding, the Contractor shall have a minimum of two (2) consecutive years immediately prior to bid opening of Hawaii Specialty Contractor's C-27B, Tree Trimming and Removal or C-27, Landscaping experience in the field of tree trimming, removal and or landscaping services. The experience shall include a minimum of two (2) years in managing contracts like this project in size and scope prior to bid opening.
  - a. The contractor shall provide
    - i. Number of years' experience as applicable
  
3. **Documentation of Work Experience.** Produce a list of similar projects to substantiate the Contractor's experience. List shall contain a minimum of three (3) different palm pruning, removal and or landscape projects to include name of company that you worked with, or you are currently working with, point of contact, phone number, description of palm pruning, removal or landscaping work performed and size of project (cost wise). The minimum of three (3) different palm pruning, removal or landscaping projects experience shall be positive on performance evaluation by the respective agency.
  - a. The contractor shall provide
    - i. Client references, as applicable
  
4. **Training/Certification.** At the date of bidding, the Contractor shall possess a thorough working knowledge of the following:
  - a. ANSI A300 (Part 1) - 2008, American National Standard for Tree Care Operations — Tree, Shrub and Other Woody Plant Management — Standard Practices (Pruning). **Documentation of on-going training is required.**

The following documentations are acceptable:

- i. Completed forms used by International Society of Arboriculture (ISA) Certification Program, Post Approval Application of Continuing Education Units (CEU) for Certified Arborist that can be verifiable through ISA. Information provided that cannot be verified through ISA are not acceptable.

- ii. Print out of ISA CEU Status/History of CEUs from the ISA website.
- iii. Certificates obtained by participating in workshops/classes conducted during Tree Care Industry Exposition.
- iv. Equivalent certifications similar to items i through iii above that can be verified through an agency.

Self-certifications that cannot be verified through an agency are not acceptable.

- b. ANSI Z133.1 - 2012, Arboricultural Operations — Pruning, Repairing, Maintaining, Removing Trees and Cutting Brush — Safety Requirements. Documentation of on-going training is required. The following documentations are acceptable:

- i. Completed forms used by the International Society of Arboriculture (ISA) Certification Program, Post Approval Application of Continuing Education Units (CEU) for Certified Arborist. Information provided that cannot be verified through ISA are not acceptable.
- ii. Print out of ISA CEU Status/History of CEUs from the ISA website.
- iii. Certificates obtained by participating in workshops/classes conducted during Tree Care Industry Exposition.
- iv. Equivalent certifications similar to items i through iii above that can be verified through an agency.

Self-certifications that cannot be verified through an agency are not acceptable.

- c. Electrical Hazards Awareness Program. **Certificate of training completion is required.** To be valid, the certificate of training must be current within the **last year from the date of training-completion as indicated in the certificate.** The following certificates of completion from the following training sources are acceptable:

- i. Tree Care Industry Association or
- ii. Arbor Global LLC.
- iii. Equivalent certifications related to items i and ii above.

5. The contractor shall have a local Baseyard to stage operations, store equipment and materials as a place of business with a local address from where they dispatch from daily for work performance. Contractors without an Island of Kauai baseyard address shall not be considered.
6. The Contractor shall possess the required business and tax license to conduct business in the State of Hawaii.
7. Have all required equipment for tree trimming (e.g., handheld tools, utility trucks, aerial bucket trucks, chippers, etc.) etc.) necessary to perform the specified services in this document. For leased equipment, the copy of the lease agreement shall be verified during the pre-start meeting.
  - a. Required equipment maybe owned or leased. To show availability of equipment, the bidder shall complete the Statement of Capabilities form or submit a separate list of owned and or leased equipment.
  - b. Bidders who are currently renting equipment shall submit a copy of rental agreements during the pre-start meeting as specified in Section 10.14 Pre-start Meeting, of the Specifications. The State reserves the right to verify the availability of equipment, prior to the Notice to Proceed date and throughout the term of the contract. The Contractor shall bear the cost of the lease.
  - c. The following are required on all equipment/vehicles, as applicable:
    - i. Contractor's vehicles must have Contractor's company name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from one hundred (100) feet. Magnetic signs bearing the contractor's company name/lo go are acceptable. Cost for the logo/contractor's company name shall be considered as incidental cost of palm pruning or removal services.
    - ii. All vehicles shall be kept in good condition and appearance.
    - iii. Shall meet all State and County licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements.
    - iv. Equipment/vehicles parked on the shoulder shall require proper traffic signage (i.e., "Shoulder Work Ahead", etc.) traffic cones, barricades, etc. as necessary and placed in accordance with the MUTCD. Refer to Section 10.10(A)5 Safety, of the Specifications for more information.

- v. The Contractor shall obtain insurance coverages as specified by Section 7.9 Insurance, of the Specifications.
  - vi. Operation of all equipment shall be in accordance with all applicable OSHA, other Federal, State, and local regulations and laws and the equipment operator's manual.
8. Be familiar with working on State Highways preferably on the Island of Oahu.
  9. Be experienced on establishing required traffic control per the current U.S. Federal Highway Administration's 'Manual on Uniform Traffic Control Devices (MUTCD). The Contractor may employ a person or use a sub-contractor who is knowledgeable on traffic control.
  10. Proposed Disposal Site Location. This information shall be provided in the Statement of Capabilities and shall be verified prior to award and prior to the issuance of the Notice to Proceed to the lowest responsive and responsible bidder.
  11. Possess a valid disposal permit. This requirement shall be provided in the Statement of Capabilities and shall be verified three (3) working days prior to the Notice to Proceed date to the lowest responsive bidder. Failure to submit the required document(s) shall be grounds for terminating the contract.

**B. Contractor or Contractor's RME or Contractor's Personnel Qualification.**

The Contractor shall determine the number of trained/certified staff personnel that is to be employed to satisfactorily perform all the tasks following all the safety requirements of the contract documents, but shall employ the minimum number of personnel as specified below who is trained/certified/licensed/experienced on the following. The Contractor shall submit list of personnel and individual qualifications.

**1. Arborist(s)**

The Contractor shall be a qualified Arborist or may employ, as a minimum, on in this staff with the following requirements:

- a. **Certification.** At the date of bidding, the Arborist shall possess a valid certification as an International Society of Arboriculture "(ISA)-Certified Arborist" or equivalent. To be valid, the certificate must be current and has not expired.
- b. **Experience.** At the date of bidding, a minimum of two (2) continuous years of tree work experience with local tree species as an International Society of Arboriculture (ISA)-Certified Arborist.

The Arborist(s) shall be directly in charge of all tree work done within the designated areas of the State Highways right-of-way and shall be at the

work site always whenever work is in progress. The Contractor shall be charged liquidated damages for failure to have an Arborist on site whenever work is in progress.

An ISA-Certified Arborist who is also an ISA-certified Tree Worker Aerial Lift Specialist will satisfy the requirements of one (1) of two (2) each ISA-certified Tree Worker.

- c. The Contractor shall provide the following information.
  - i. Name of ISA-certified Arborist,
  - ii. Phone number,
  - iii. Work experience similar to the scope of this contract including hazard tree assessments,
  - iv. Copy of the applicable ISA Arborist certification.
  - v. Years of experience as of bid opening date.
- d. Should employment of the subject Arborist cease during the course of the contract, the Contractor shall be ten (10) interim workdays to find an equally qualified replacement and the timely presentation of proof of qualification to the Highways Division, Oahu District

## 2. **Tree Workers**

- a. **Experience.** A minimum of one (1) continuous years of tree work experience with local tree species as an International Society of Arboriculture (ISA)-Certified Tree Worker Aerial Lift Specialist.
- b. All work done in the trees shall be performed only by the experienced and ISA-certified Tree Workers.

For safety reasons, the minimum of two (2) each ISA-Certified Tree Worker Aerial Lift Specialist shall be at the work site always whenever work is in progress. The Contractor shall be charged liquidated damages for failure to have the minimum two (2) each ISA-Certified Tree Worker Aerial Lift Specialists on site whenever work is in progress.

- c. The Contractor shall provide the following information.
  - i. Name of Contractor/employer – ISA-certified Tree Worker Aerial Lift Specialists
  - ii. Phone numbers

- iii. Work experience similar to the scope of this contract
- iv. Copy(ies) of the ISA-Certified Tree Worker Aerial Lift Specialist certificates.
- d. Should employment of the subject Certified Tree Worker(s) cease during the course of the contract, the Contractor shall have ten (10) interim workdays to find an equally qualified replacement and the timely presentation of proof of qualification to the Highways Division, Oahu District, Maintenance Engineer. Failure to cooperate forthwith could result in this contract's termination.
- e. ISA-certified Tree Worker Climber Specialist. Majority of the palm pruning or removal work in this contract is performed with motorized and wheeled palm pruning or removal equipment. The Contractor may be tasked to perform the palm pruning or removal services in areas where motorized and wheeled palm pruning, or removal equipment cannot be accessed or access is restricted, and the only option is trimming or removing by climbing. This work shall be performed by an ISA-certified Tree Worker Climber Specialist. The Contractor shall employ one in his staff on an as-needed basis.

3. **Crew Supervisor**

The Contractor shall provide adequate crew of personnel, equipment, and materials to safely and efficiently complete an assigned Work Order. Each Crew shall include an individual who shall be designated as the Crew Supervisor and who shall be responsible for the crew's activities and who shall directly receive instructions from the Engineer or his representative and direct the crew to accomplishing the work. As a minimum, the Crew Supervisor shall be ISA Certified Arborist when work does not involve clearing communication cable wire cables/lines.

4. **Traffic Control Personnel**

- a. If the Contractor is using his or her own work force/personnel to perform flagging/traffic control/closing of lanes services, the Contractor shall fulfill the following requirements:
  - i. Certification. At the date of bidding, the Contractor or his personnel shall possess a valid certificate of training completion respectively. As a minimum, the Contractor or his/her personnel shall be trained and certified on the following American Traffic Safety Services Association (ATSSA) courses or their respective equivalent from other training sources:

- 1. Flagger,

2. Traffic Control Technician (TCT), and
3. Traffic Control Supervisor (TCS).

For more information on the above courses, log on to:  
<http://www.atssa.com/Training>

4. The Contractor shall submit the follow acceptable documentation or certificate of training completion:
    - a. American Traffic Safety Services (ATSSA)
    - b. Equivalent documentation to the above
  5. In the space provided in the Statement of Capabilities form, the Contractor shall provide the following information and documentation
    - a. Name of ATSSA certified personnel
    - b. Description of work experience for each specified personnel related to the scope of this contract,
    - c. Years of experience for each specified personnel as of bid opening date.
- ii. Work experience. At the date of bidding, the Contractor or Contractor's traffic control personnel shall have a minimum of two (2) years' experience as a certified Flagger, Traffic Control Technician (TCT) and Traffic Control Supervisor (TCS) or their respective equivalent.
1. Number of years of experience.
- iii. If the Contractor plans on using a subcontractor(s) to perform flagging/traffic control/closing of lanes, the subcontractor shall fulfill the training and certification requirements. Have sufficient equipment and traffic control devices to perform traffic control services.

Subcontracting and approval process shall be in accordance with Section 8.2 Subcontracting, of the Special provisions. The Contractor shall obtain the Director's written approval to subcontract prior to the issuance of the Notice to Proceed.

The Contractor shall indicate his/her intent on using a subcontractor who has the required experience, training and certification as specified under this section.

C. Availability

1. The Contractor shall furnish the State with telephone numbers of the place of business on the Island of Oahu where the Engineer or a designate can call for service, either by voice or text, every calendar day of the year to perform work under this contract.
2. Personnel assigned to this job shall be available to respond to service calls within the parameters of these specifications.
3. Response time. The Bidder/Contractor shall be able to respond to services that include emergency work. A dedicated work crew and equipment is required for this contract.
4. **Equipment.** The Bidder/Contractor shall have the following equipment including the qualified personnel to operate each equipment. The dedicated work crew shall have following equipment and personnel available when service is requested by the State. The Contractor shall provide proof of the availability of the resources upon request from the State. Failure to provide proof of resources shall result in rejection of bid.
  - a. Excavators that feature a grapple capable of rotating 280 degrees and tilting 180 degrees, mimicking human hand movements for precise control in lumber handling. Its telescopic boom that can lift up to 12,000 lbs. when fully extended vertically to 48 ft, and 3,700 lbs with multiple attachments like a Grapple Saw Cut up to 30” caliper, Grapple Shear Cut up to 10” caliper,
  - b. Forestry Mower & Mower to manage tree and shrubbery
  - c. Excavator with attachment to land larger logs into bins and for chipper loading
  - d. Skid Steers
  - e. Woodchippers & Chipper Trucks
  - f. Bucket trucks of different sizes
  - g. Ariel Equipment (boom truck, bucket truck or equivalent) less than 50,000 GVWR.
  - h. Flatbed Truck or equivalent to haul logs, debris, etc.
  - i. Power tools, blowers, chainsaws
  - j. Traffic Control Devices



D. Falsification of personal qualifications, inability to successfully perform the work, or excessively high turnover of personnel assigned to this work shall constitute a major breach of this contract and the contract shall be subject to termination.

E. Supplementary Contractor Personnel Requirements

1. Uniforms. Contractor employees on the job site shall be easily identified as the Contractor's employee by wearing a shirt, T-shirt or coverall with the company name or logo. All Contractor's personnel shall always present a neat and clean appearance. One color and style of uniform shirt shall be selected which will be worn by all Contractor personnel. Cost of employee's shirt, T-shirt or coverall shall be incidental to the unit price of palm pruning and removal services.
2. Conduct of personnel. For security and safety reasons, the Contractor shall prohibit his or her personnel from parking their personal-owned vehicle along the highway right-of-way areas. The State reserves the right to disqualify the person based on performance anytime during the contract. Upon disqualification, the Contractor has ten (10) working days to submit a qualified replacement.

The determination of the Contractor's qualification shall be made solely by the Director and the Director's decision shall be final.

#### **10.4 BIDDER/CONTRACTOR REQUIREMENTS**

The bidder shall be able to meet all the contract requirements. Bidders shall submit applicable documents five (5) working days from the receipt of written request. All requested documents must be complete and factual.

(A) Documents

1. Copy of the valid State of Hawaii Specialty Contractor's C-27, Landscaping Contractor license or C-27b Tree Trimming and Removal license.
2. Copy of the documentation of on-going training of the ANSI A300 (Part 1)-2008, American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Management - Standard Practices (Pruning).
3. Copy of the documentation of on-going training of the ANSI Z133.1- 2012, Arboricultural Operations - Pruning, Repairing, Maintaining, Removing Trees and Cutting Brush - Safety Requirements.
4. Copy of the certificate of completion of the Electrical Hazards Awareness Program training.
5. If the Contractor is using his or her own work force/personnel to perform Flagging/traffic control/closing of lanes services, the Bidder shall submit a copy

of the respective certificate of training completion as (a) Flagger, (b) Traffic Control Technician and or (c) Traffic Control Supervisor.

6. Copy of the valid certification as International Society of Arboriculture (ISA) - Certified Arborist.
  7. Copy of the valid certification as International Society of Arboriculture "(ISA) Certified Tree Worker Aerial Lift Specialist" or equivalent.
  8. The contractor shall have a local Baseyard to stage operations, store equipment and materials as a place of business with a local address from where they dispatch from daily for work performance.
  9. Business and tax license to conduct business in the State of Hawaii.
- (B) Schedule of Submitting. Requested Documents shall be received by the Project Manager no later than five (5) working days from the date of request (date of receipt of the written request) from the State.
- (C) Failure to submit required or requested documentation may result in rejection of bid.

## **10.5 SCOPE OF WORK**

Bidders shall utilize reliable and the best equipment available to expedite the safe and timely removal of trees with minimal interruption to traffic.

### **(A) Tree Trimming or Removal**

1. Tree trimming/removal shall be in full compliance with ANSI A300 (Part 1)-2008, American National Standard for Tree Care Operations — Tree, Shrub and Other Woody Plant Management — Standard Practices (Pruning); ANSI Z133.1-2012, Arboricultural Operations — Pruning, Repairing, Maintaining, Removing Trees and Cutting Brush — Safety Requirements *and* "Proper Arboricultural Practice" in Appendix D of the Appendices unless otherwise directed by the Engineer.
2. The unit cost for a given tree will be based on the (a) type of tree [hardwood, shrub trees or coconuts], (b) the type of trimming (trimming/removal) desired and (c) diameter (size) and or height.
3. Work is a group as follows:
  - a. **Hardwoods**, specifically, all deciduous trees such as banyans, monkey pods, mangoes, eucalyptus, ear pods, kiawe, etc.
  - i. **Tree Trimming/Pruning.** Unit cost for tree trimming shall include light trimming (crown thinning) and heavy trimming (crown reduction) **combined**.

- (a) Light trimming shall include the removal of selected live, as well as all dead, diseased, and weakly-attached branches to increase light penetration and air movement through the crown. Side pruning of trees adjacent to buildings, utility poles and lines, and signs will be included in this item also. Refer to the Appendices for graphical illustration.
- (b) Heavy trimming (crown reduction) shall be used to reduce the size of a tree. No "topping" of a tree will be permitted, unless specifically authorized by the Engineer. This work shall generally involve the cutting of limbs back to laterals that are at least 1/3 the size of the parent limb (drop-crotch pruning). All dead, diseased, and weakly-attached branches should be removed. Refer to the Appendices for graphical illustration
- (c) Trees will be grouped based on the following size ranges:
  - (i) Over 0" up to 6" diameter
  - (ii) Over 6" up to 12" diameter
  - (iii) Over 12" up to 24" diameter
  - (iv) Over 24" up to 36" diameter
  - (v) Over 36" up to 48" diameter
  - (vi) Over 48" up to 60" diameter
  - (vii) Over 60" up to 72" diameter
  - (viii) Over 72" diameter

ii. **Tree Removal**

- (a) Removal, including stump grinding, shall be used to remove any unwanted trees. Stump grinding shall be required for all removed trees but only in special cases situations. *Refer to Appendix D Proper Arboricultural Practices, of the Appendices for more information on proper arboricultural practices.*
- (b) If directed by the Engineer, to prevent sprouting, the stump shall be treated with herbicide (i.e., Garlon, etc.). Refer to Section 10.10(B)2 of the Specifications for the required MSDS when handling or applying hazardous material and other responsibilities regarding environmental protection.

- (a) The Contractor shall record the quantity of herbicide, location (mile post, route, etc.) and the date of application and submit a copy of the record to the Engineer no later than the following workday after the application.
  - (b) Trees will be grouped based on the following ranges:
    - (i) Over 0" up to 6" diameter
    - (ii) Over 6" up to 12" diameter
    - (iii) Over 12" up to 24" diameter
    - (iv) Over 24" up to 36" diameter
    - (v) Over 36" up to 48" diameter
    - (vi) Over 48" up to 60" diameter
    - (vii) Over 60" up to 72" diameter
    - (viii) Over 72" diameter
- b. **Shrub trees**, specifically Be-still, Kiawe, Opiuma, Koa, and other tree sprouts not greater than 8 feet tall with average diameter from *1 to 5 inches*.
- i. **Shrub Removal**
    - (a) Removal, including stump grinding, shall be used to remove any unwanted trees. Stump grinding shall not be required for all removed trees but only in special cases, highly visible developed areas and situations. The Engineer may direct the stumps be grinded to a minimum six (6) inches below finish grade.
    - (b) If directed by the Engineer, to prevent sprouting, the stump shall be treated with herbicide (i.e., Garlon, etc.). Refer to Section 10.10(B)2 of the Specifications for the required SDS when handling or applying hazardous material and other responsibilities regarding environmental protection.
    - (c) The Contractor shall record the quantity of herbicide, location (mile post, route, etc.) and the date of application and submit a copy of the record to the Engineer no later than the following workday after the application.
    - (d) The Engineer will determine the depth of shrubs (in linear feet) to be removed parallel to the roadway. The average width measured horizontally from edge to edge as follows:

- (i) Over 4 feet up to 8 feet wide.
- c. **Coconuts**, specifically all coconut trees and similar palm trees, etc. *Refer to Appendix F Palm Pruning Exhibits*, of the Appendices for the different types of palms that the Contractor may be tasked to prune or remove

- i. **Palm Pruning**

- (a) Pruning shall include the removal of any buds, flowers, sheath, and fruits hanging therein. This work may involve the removal of all coconut fronds that are sagging more than thirty (30) degrees past vertical, all dead, diseased, and weakly attached stalks shall be removed. Contractor is not allowed to create feather dusters.
- (b) Trees will be grouped based on the following ranges:
  - (i) Up to 25 feet tall
  - (ii) Over 25 feet up to 35 feet tall
  - (iii) Over 35 feet tall

- ii. **Palm Removal**

- (a) Removal, including stump grinding, shall be used to remove any unwanted coconut trees or other types of palm trees. All removed trees shall have their stumps cut as close to the ground as possible. Stumps shall not exceed three (3) inches in height unless terrain, fences, or other landscape features restrict cutting. The Engineer may direct those stumps be grinded to a minimum six (6) inches below finish grade. Only in cases such as in turfed areas, in lots, highly visible developed areas and in situations where stumps may be hazardous shall stump grinding be required.
- (b) If directed by the Engineer, to prevent sprouting, the stump shall be treated with herbicide (i.e., Garton, etc.). Refer to Section 10.10(B)2 of the Specifications for the required SDS when handling or applying hazardous material and other responsibilities regarding environmental protection.
- (c) The Contractor shall record the quantity of herbicide, location (mile post, route, etc.) and the date of application and submit a copy of the record to the Engineer no later than the following workday after the application.

- (d) Trees will be grouped based on the following ranges:
  - (i) Up to 25 feet tall
  - (ii) Over 25 feet up to 35 feet tail
  - (iii) Over 35 feet tall

**(B) Trimming of trees that are within ten (10) feet of live power lines including communication wires and cables**

**1. Trimming/removing trees that are within ten (10) feet of live power lines:**

- a. Trimming/removing trees that are within ten (10) feet of live power lines is **excluded** from this contract and shall be performed by Kauai Island Utility Cooperative (KIUC) tree trimming crew or it's tree trimming contractor(s) only.
- b. The Contractor is responsible for notifying the Engineer **and** KIUC in writing, in accordance with Section 10.5(F), Notification of Adjacent Property Owners and Utility Companies, of the specifications if trees that are within the contract limit and are within ten (10) feet of live power line requires trimming/removal.

**2. Trimming/removing trees that are within ten (10) feet of telecommunication cables/wires.**

- a. Trimming/removing trees that are within ten (10) feet of telecommunication cables/wires is **included** in this contract.
- b. This work shall be performed by the Contractor's or Subcontractor's line clearance tree trimming crew.
- c. KIUC performs line clearance tree trimming from KIUC'S power lines down to the level of the communications utility cable which are hung directly below KIUC'S power lines.
- d. Only qualified employees or trainees (contractor's or subcontractor's), familiar with special techniques and hazards involved in line clearance shall be permitted to work.
- e. If tree trimming/removal is within ten (10) feet of telecommunication lines, the Contractor shall coordinate the work and notify the Engineer and the affected Utility Company in accordance with Section 10.5(F) Notification of Adjacent Property Owners and Utility Companies, of the Specifications.

- f. The Contractor may use a subcontractor whose employees are trained and certified and fully equipped in accordance with Section 10.4(A)4. The Contractor shall furnish the name of the subcontractor, name of the subcontractor's employees, and other required information.

Subcontracting shall be in accordance with Section 8.2 Subcontracting, of the Special Provisions and approval process shall be in accordance with Section 8.2 Subcontracting, of the Specification. **Request for approval from the Director to subcontract as specified is required prior to the issuance of the Notice to Proceed.**

3. Trimming/removing trees near utility lines **other than** electrical and telecommunication cables/wires (**e.g., gas lines, etc.**).
  - a. Trimming/removing trees near utility lines other than electrical and telecommunication cables/wires (**e.g., gas lines, etc.**) is **included** in this contract.
  - b. The Contractor is responsible for notifying the Engineer **and** the affected utility company in writing, in accordance with Section 10.5(F) Notification of Adjacent Property Owners and Utility Companies, of the Specifications if trees that are within the contract limit.

**(C) Reporting of Hazardous Conditions**

1. The ISA Certified Arborist shall be responsible for examining all trees on job sites for indications of hazardous conditions such as the presence of disease, fruiting bodies, decayed trunk or branches, split crotches or branches, codominant stems, cracks, presence of termites, dead or dying trees, girdling roots, poor structure, or other structural weaknesses. Include description of targets.
2. Any palm tree that is diseased, damaged, or otherwise hazardous shall also be reported by the Contractor to the Engineer by electronic mail or facsimile.
3. If mitigating actions are not being performed, then the hazardous conditions shall be reported immediately in writing to the Engineer.

**(D) Disposal of Debris/Clean Up**

1. The Contractor shall be responsible for all hauling and disposal fees and shall be provided at no additional cost to the State and shall be considered incidental to the Contractor's bid price. *Trimmings and debris shall not be left unattended at the job site by the Contractor and shall be disposed of at the end of each workday.*

2. Tree trimmings shall be chipped on site and may only include green material, tree bark, wood chips, shredded bark or either wood chips or tree bark or a combination of both. It shall be ground so that a minimum of 95 percent of the material will pass through a 1.5-inch sieve and no more than 55 percent, by loose volume, will pass through a 0.25-inch sieve. The mulch shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Wood chips produced from tree trimmings may contain leaves and small twigs. Wood chips shall be spread to a radius of three (3) feet and to a depth of three (3) inches at the base of all tree trunks at work site. Wood chips shall not touch the trunk of the tree and shall start six (6) inches from the trunk of the tree.
3. Trimmings in excess of mulching work site trees and debris shall be hauled away daily and disposed of by the Contractor to disposal sites which meet the requirements of applicable local ordinances and regulations. Any unauthorized or illegal disposal is grounds for termination of the contract. Work areas shall be raked, and the original appearance of the site restored as much as possible. Low-hanging fronds after coconut trimming shall be maintained and removed by the contractor at no extra cost to the State. Under no circumstances will downed branches or tree trunks be allowed to accumulate on the ground:
4. The Contractor shall be charged liquidated damages in accordance with Section 8.6, Liquidated Damages of the Special Provisions for failure to dispose debris and or failure to clean up at the end of each workday.

**(E) Closing of Lanes/Traffic Control**

1. The Contractor shall furnish traffic control and closing of lanes, if necessary and shall be performed by trained and certified personnel only. The Contractor may employ a person or use a sub-contractor who is knowledgeable on traffic control. Costs for traffic control shall include preparation of the traffic control plan, set-up and removal of all signs, cones, delineators, barricades, certified and trained flag persons or special duty police officers, arrow boards, etc. as applicable, and shall be incidental to the cost of tree trimming/removal.
2. The Contractor shall make all the necessary coordination and shall request approval of the Engineer in writing seven (7) working days prior to the scheduled lane closure/traffic control.
3. Traffic Control Plan.
  - a. All closing of lanes shall require a traffic control plan. The traffic control plan shall be prepared/developed by persons knowledgeable (i.e., trained, or certified) about the fundamental principles of traffic control and work activities to be performed. The Engineer reserves the right to require the Contractor to submit a copy of the certificate of training of the person who prepared the traffic control plan.



- b. This plan shall be submitted to the Engineer and shall be made part of the approval process as specified in Section 10.5(E)2 of the Specifications.
  - c. Cost for the development of the traffic control plan shall be incidental to furnishing tree trimming and removal services.
4. Permit for the Occupancy & Use of State Highway Right-Of-Way
- a. The Contractor shall submit this application to the Engineer, along with the traffic control plan as mentioned in Section 10.5(E)3 of the Specifications.
  - b. This permit shall be made part of the approval process as specified in Section 10.5(E)2 of the Specifications.
  - c. Refer to Appendix G, Application & Permit for the Occupancy & Use of State Highway Right-Of-Way form of the Appendices.
5. Do not close traffic lanes or slow down traffic during the peak hours as specified in the Application & Permit for the Occupancy & Use of State Highway Right-Of-Way.

**(F) Notification of Adjacent Property Owners and Utility Companies**

- 1. Notification of Adjacent Property Owners and Utility Companies shall be in accordance with Section 107.12(B), Safety Precautions and Programs of the Standard Specifications. Standard Specifications is defined in Section 1.41, Standard Specifications of the Special Provisions.
- 2. The Contractor shall notify all private property owners in the vicinity where tree trimming, or tree removal is performed if trimmed branches may fall on their property. The Contractor must also secure permission prior to entering private property to trim encroaching branches and to pick up the fallen branches. Entry unto a private property without permission is not authorized.
- 3. The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the project area. The Contractor shall take all necessary precautions to avoid damage to the existing utilities.
- 4. Where permission is denied, it shall be the Contractor's burden to develop an alternative approach to trim/remove trees.

**(G) Daily Reporting of Work Performed.**

When a Work Order is active, the Contractor shall submit a daily report to the Engineer on a form approved by the State. The report shall be received by the Engineer no later than close of business the next working day. The report must be signed by the Contractor or his representative and can be sent by facsimile or electronic mail. The report shall consist of, as a minimum, the following information, as applicable:

1. Tree trimming. Report the number of trees trimmed and location, line-item number from the Work Order, work order number, the hours worked and the number of personnel used.
2. Tree removal. Report the number of trees removed and location, work order number from the Work Order, hours worked, and the number of personnel used.

**(H) Emergency Miscellaneous Work**

1. Throughout the term of this contract, the State may need the emergency services from the Contractor. When severe winds or other conditions require emergency assistance, the Contractor shall respond and commence work within two (2) hours of receiving verbal notification from the Engineer or his representative of the emergency request. A work order shall be issued in accordance with Section 10.6(C) of the Specifications. Due to the nature of this emergency miscellaneous work, to expedite the time in processing the work order, fax signatures will be acceptable. Liquidated Damages shall be charged in accordance with Section 8.6 Liquidated Damages, of the Special Provisions, for failure to respond to a request for an emergency miscellaneous work. "Respond" shall mean having a tree trimming crew, tree trimming or removal equipment as applicable and traffic control personnel and equipment on site and ready to commence tree trimming and or removal work.
2. The Contractor shall furnish a group of two, three, or four - person crew, fully equipped with trucks, aerial bucket truck, chipping equipment, blowers, hand tools and portable flood light. Bid unit cost shall be based on an hourly basis to use the grouping of personnel and equipment. Personnel may include the following:
  - a. Grounds Person — skillful in grounds operation, loading trucks, cutting limbs on the ground, operating chipping equipment, blowers, raking and cleaning up the area.
  - b. Climber/Trimmer — skillful on working on trees from an aerial bucket truck; proficient in operating all other related mechanical equipment, such as loaders, as a minimum, the Climber/Trimmer shall be ISA-Certified Tree Worker Climber Specialist or ISA-Certified Tree Worker Aerial **Lift Specialist**.
  - c. Crew Supervisor/Working Foreman — provides supervision of the emergency work force and shall have responsibility for giving directions,

making decisions, and assuming responsibility for all work completed by the Contractor.

Pursuant to Section 10.3(B)1.a, as a minimum, the Crew Supervisor shall be ISA Certified Arborist when work does not involve clearing communication cables wires cables/lines or shall be an ISA-certified Arborist/Utility Specialist when work involves clearing communication cables/lines.

- d. Two Qualified Line Clearance Tree Trimmers — only personnel permitted to work on line clearance tree trimming.
3. Refer to Section 10.9 Hours of Operation, of the Specifications for the required hours of operation for emergency miscellaneous work.
4. Refer to the "**Emergency Miscellaneous Work Schedule**" in the Proposal Schedule section for more information. The Bidder shall be required to submit a bid. The Bidder shall be considered non-responsive if bidder fails to submit a bid to the Emergency Miscellaneous Work Schedule and bids shall be rejected.

**(I) Tree Diameter or Height (Size) Classification**

1. Tree Diameter (applicable to hardwoods and conifers) – Tree diameter shall be measured at 4-1/2 feet above ground. The diameter (D) shall be calculated using the formula:

$$D = \text{Circumference} \div 3.14$$

2. Where a tree is located in a sloping ground, the average Circumference (C) is calculated by adding the sum of two measurements around the tree trunk at about 4-1/2 feet above ground level divided by two:

$$C_{\text{ave}} = (C1 + C2)/2$$

**10.6 WORK ORDER**

- (A) A work order shall be issued for each tree or group of trees in the same work area. Refer to the appendix for a sample Work Order.
- (B) Work shall not be performed unless the Contractor or an authorized representative receives a completely signed work order. The Engineer and the Contractor or their respective representative shall sign the Work Order.
- (C) With the exception of a Work Order issued for Emergency Miscellaneous Work, the Engineer and the Contractor or their respective representatives shall establish reasonable date for the commencement of each Work Order and establish an allowable period of time for the completion of the work.

It shall be the Contractor's responsibility to inspect the trees included in the work order. No additional compensation will be made by reason of any misunderstanding or error regarding the work sites, existing conditions, or the amount and kind of work to be performed. Submission of bid shall be evidence that the bidder understands and undertakes to comply with these Specifications if awarded the contract.

Prior to commencing with the required work, the Contractor shall notify the Engineer by electronic mail or by facsimile two days in advance of the required commencement date. The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements as specified by each Work Order.

- (D) The Contractor shall be charged liquidated damages if the Contractor fails to commence, fails to complete required work within the specified completion date of each issued Work and fails to respond to phone calls, facsimile, or emails regarding work requests.
- (E) The Contractor shall submit a copy of the signed Work Order with the monthly invoice.

### **10.7 WORK SCHEDULE**

- (A) Contractor's normal work shall be performed in accordance with Section 10.9 Hours of Operation, of the Specification. The Engineer reserves the right to change the hours of operations.
- (B) Two working days in advance of the required commencement date, the Contractor shall furnish a weekly schedule detailing when, where the number of workers and what type of work the Contractor plans to do for each day of the schedule for work period of not less than three (3) days per week.
- (C) The Schedule may be revised by the Engineer at any time. The Contractor shall maintain and revise the work schedule to always be current. Payments shall be withheld until a satisfactory work schedule is received by the Engineer. The Engineer reserves the right to instruct the Contractor to work in areas other than his contract areas if such areas require immediate attention.

### **10.8 ORDER TO STOP WORK**

- (A) Order to stop work shall be in accordance with Section 8.5.A Order to Stop Work, of the Specifications.
- (B) The Engineer or his authorized representative reserves the right to stop work at anytime, to include but not limited to hazardous condition or unsafe acts as a result of the Contractor's palm pruning/removal operation or failure to follow a contractual requirement e.g., failure to have an Arborist on site during pruning/removal operations.
- (C) Upon receipt of either a written or verbal notification from the Engineer or his authorized representative, the Contractor shall immediately stop any practice or work as determined by the Engineer or his authorized representative as an obvious hazard or for failing to

follow a contractual requirement. The Engineer shall document the safety or hazardous incidents and/or contractual violation.

- (D) Work may continue when the hazard has been rectified, removed and/or the contractual deficiency have been resolved. And the Contractor must obtain the approval from the Engineer prior to resuming work.
- (E) The Contractor may not be given additional time past the completion date of the Work Order for time that is lost during the “stop work.”
- (F) Refer to Section 8.6 Liquidated Damages, of the Special Provisions, for liquidated damages that are charged against the Contractor for failure to comply with contractual requirements.

### **10.9 HOURS OF OPERATION**

- (A) The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours for the project are define as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State Holidays.
- (B) For emergency services the Contractor shall be made available outside of normal working hours, seven days a week, including State holidays.
- (C) The Engineer or his authorized representative shall contact the Contractor to schedule work as needed.

### **10.10 SAFETY**

The Contractor shall conduct his maintenance operations with due regard to the convenience and safety of the public. The protection of persons and property shall be provided by the Contractor.

- (A) Safety Concerns
  - 1. The Contractor shall observe safety concerns that are mentioned in Section 7.10, Public Convenience and Safety, of the Special Provisions, to the fullest during performance of work.
  - 2. The Contractor and Contractor’s employees shall exercise due care in performing any work. The Contractor and Contractor’s employees may be subject to slip, trip, fall, vehicular hazards, chemical hazards, noise hazards and other workplace hazards. The Contractor shall maintain an internal aggressive safety program.
  - 3. All Contractor’s methods and practices shall be in accordance with the U.S. Department of Labor (DOL) Occupational Safety and Health Acts (OSHA); the Hawaii Department of Labor and Industrial Relations (DLIR); Hawaii Occupational Safety and Health Division (HIOSH), the Environmental Protection Agency (EPA), American National Standard Institute (ANSI) Z133.1-2012,

Arboricultural Operations – Pruning, Repairing, Maintaining, Removing Trees and Cutting Brush – Safety Requirement. Local and State occupational safety, health standards, and health programs required by the Hawaii Administrative Rules §12-110 and Hawaii Revised Statutes §396, any other applicable federal, state, and local rules and regulations specified in Section 7.10 Public Convenience and Safety.

4. The Contractor is responsible for the work site and the work practices of all employees on the project site and is the controlling, exposing, correcting as well as the creating employer for purposes of this scope of work. The State of Hawaii, Department of Transportation, monitoring the work in progress is not a representative or responsible to control the employer workplace and work practice and health compliance.
5. All closing of lanes and traffic control and safety measures shall be performed in conformance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.
6. Contractor shall at all times conduct work to assure the least possible obstruction to public traffic. The Safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and its employees shall treat members of the public in a fair and polite manner. All Contractor's personnel shall present a professional appearance and always conduct themselves in a professional manner.
7. While working in the right-of-way areas, all employees under control of the Contractor shall wear OSHA-compliant personal protective equipment (PPE) appropriate to the hazards, including, but not limited to: head protection, safety hard hats, hearing protection, safety vest, safety belts, lanyards, fall arrest system, goggles, gloves, chemical gloves, safety shoes, chain-saw-resistant leg protection, clothing and footwear appropriate to the known hazard and other equipment as required. As a minimum, vest shall be the appropriate safety apparel that meets the current ANSI/ISEA 107 and the U.S. Department of Transportation's MUTCD High-visibility Safety Apparel Standards.

(B) Hazardous Materials / Environmental Protection

1. The Contractor shall comply with all Federal, State and local environmental laws and regulations when handling hazardous materials.
2. All work shall be performed in strict compliance with the manufacturer's label and or Safety Data Sheet (SDS) as applicable and in accordance with State, Federal and local regulations, and laws. A copy of the SDS shall be submitted to the Engineer **two days prior to the scheduled use** for approval prior to use **or immediately notify the Engineer by phone or fax for his verbal approval** in cases of emergency situations which occur during off hours. A copy of the SDS

shall be submitted to the Engineer by close of business the following working day. Contractor's employees who are involved in the application of pesticides and herbicides shall complete a video training as specified in Section 10.10(C)1 of the Specifications. The Contractor at the jobsite shall maintain a copy while handling chemicals. The Contractor is responsible in notifying everyone the existence of hazardous chemicals within the project area.

3. The Contractor shall immediately contain and clean up the release or spill of hazardous material and shall report the incident to the Engineer.
4. The Contractor shall not allow debris from the landscape maintenance operation to get into irrigation canals, rivers, or any stream.
5. Work shall not cause air or storm water pollution. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

(C) Mandatory Training

1. Initial and Annual Training. Contractor's employees who are involved in the application of herbicide shall complete a video training before applying herbicide and shall be trained annually thereafter. The Contractor shall contact the Engineer for information on mandatory training. Completed training reports shall be submitted to the Engineer. The training completion report shall contain the name of personnel attending, date, title of video, signature of person administering the training (or official of the firm)
2. Annual Training. The Contractor and his entire crew who are working on this contract shall attend training once every two years to be conducted by the Department. Training will include State Highway Manual for Sustainable Landscape Maintenance (HMSLM). The Engineer will notify the Contractor to schedule the training. Attendees are required to pass a written exam at the end of the training to fulfill the requirements of the training.
3. Cost of time spent on mandatory training shall be incidental to the unit price of palm pruning/removing service. The runtime for the video is one-half hour and the departmental training will be for approximately two days per two years.

(D) Safety Plan

1. As a minimum and as applicable, the Safety Plan shall contain the following information: Project Number, Project Title, Contract Number, Activity description, hazard, action required to mitigate the hazard, special training requirements, engineering controls (i.e. guardrails, barricades, etc.), administrative controls (Standard Operating Procedures, signs, etc.), emergency information, safety equipment checklist, and required PPE.

2. The safety plan shall be prepared/developed by a qualified individual who is trained and knowledgeable of the current standard practice and principles of occupational safety, health, and the related work activities within this project.
  - a. The credentials of the responsible person preparing the safety plan shall be submitted to the Engineer.

The safety plan shall be submitted to the Engineer prior to or at the Pre-Start meeting or resubmitted within seven (7) working days prior to commencement of the work when there are revisions.

### **10.11 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO PROPERTY**

Any damage caused by the Contractor as a result of his or her maintaining of landscaped areas operations including but not limited to damaged plants, broken sidewalk, guardrails, traffic signs, pavement markers, asphalt, concrete swales, curb, rutted lawn, broken water shut-offs, wire damage, building damage, damaged utilities (underground, on ground or overhead) and other non-contractual in the project area whether in public or private property shall be remedied or replaced by the Contractor in accordance with Section 107.12(A) Contractor's Responsibility for Damage to Property, of the Standard Specifications to the satisfaction of the Engineer and or the injured party.

### **10.12 AREA OF COVERAGE**

- (A) The project requires the Contractor to prune or remove various trees along the State Highways right-of-way on the Island of Kauai.
- (B) The State reserves the right to:
  1. Reduce the scope of work and areas to be maintained (i.e., during a construction project).
  2. Add palm trees to the specific areas in the future.
    - a. Add additional palm work from other areas if the area is not serviced by contract.
    - b. The State shall issue a Change Order and shall modify the contract in writing as specified in Section 4.4 Changes and Claims for Adjustments, of the Specifications. Adjustments in the contract price shall be determined in accordance with Section 4.5 Price Adjustment, of the Specifications.



### **10.13 SUBMITTALS/REPORTS SUMMARY**

The Contractor shall submit the following submittals/reports as a hard copy or other format approved by the Engineer. Any changes All documents listed below may be requested by the engineer at any time during the Contract and must be submitted no later than seven (7) days of received request.

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
1	Section 10.3(A)1 through 10.3(A)11 & 10.4(A)	Section 10.3 Qualification of Bidders, of the Specifications.	By award date	As revised	Project Manager Construction & Maintenance (C&M) Branch
2	Equipment List/Lease Agreement, as applicable.	Section 10.3(A)2.b	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised.	Engineer – Kauai District’s representative (Point of Contact).
3	Names, Telephone Number(s) and Addressee(s) of Contact for Contractual issues.	Section 10.2(B) &10.3(C)	Prior to award and three (3) working days prior to the Notice to Proceed (NTP).	As revised.	Project Manager, Construction & Maintenance Branch, and the Engineer – Kauai District’s representative (Point of Contact).
4	List of personnel employed under the contract along with individual qualifications.	Section 10.3(B) & 10.14(A)	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction & Maintenance Branch, and the Engineer – Kauai District’s representative (Point of Contact).
5	Daily Reports	Section 10.5(G)	Daily when work is active	As needed/as revised.	Engineer – Kauai District’s representative (Point of Contact).
6	Reporting of Hazardous Conditions	Section 10.5(C)	Each Occurrence	Each Occurrence	Engineer – Kauai District’s representative (Point of Contact).

Submittals/Reports Summary Continuation:

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
7	Safety Plan.	Section 10.7(C).	During the pre-start meeting	As needed/as revised.	Engineer – Kauai District’s representative (Point of Contact).
8	Permit for the Occupancy & Use of State Highway Right-Of-Way	Section 10.5(E).4	Seven (7) working days prior to schedule		Engineer – Kauai District’s representative (Point of Contact).
9	Traffic Control Plan	Section 10.5(E).3	Seven (7) working days prior to schedule		Engineer – Kauai District’s representative (Point of Contact).
10	Safety Data Sheets	Section 10.10(B)	Two working days prior to use or immediately for emergency situations.	As required.	Engineer – Kauai District’s representative (Point of Contact).
11	Herbicide Application Records	Section 10.5(3).a.ii & 10.5(3).b.i		Daily when applied	Engineer – Kauai District’s representative (Point of Contact).
12	Video Training Completion Report	Section 10.10(C)	Prior to Application		
13	Signed Work Order	Section 10.6		Submitted with monthly invoice	Engineer – Kauai District’s representative (Point of Contact).
14	Certified Payroll Affidavit	Section 7.8 Labor and Compensation Requirements of the Special Provisions	Within seven (7) days after the end of each month. Submitted with the monthly invoice.	Submitted with monthly invoice	Engineer – Kauai District’s representative (Point of Contact).

#### **10.14 PRE-START MEETING**

Pre-start meeting shall be done at the requested of the District Engineer or his authorized representative. The Contractor shall contract the Engineer to schedule the pre-start meeting no later than three (3) working days prior to the Notice to Proceed date. This meeting will include the Engineer, his authorized representative and other personnel as deemed necessary by the Engineer. The Contractor shall include the Lead Maintenance Person/Highway Maintenance Supervisor and/or main contact personnel for this project.

- (A) List of personnel employed under the contract and point of contact's contact information (phone number/email address).
- (B) Copy of all applicable licenses required by the local, state government including all applicable certificate of training or training completion for all personnel involved with this project.
- (C) Contractor's Kauai Office and Working crew location information including phone number in Kauai.
- (D) Equipment list for all equipment/vehicles that will be used on this project.
- (E) Copy of Safety Plan.
- (F) Coordination of access to the working areas as applicable.
- (G) Verification of quantities in the Proposal Schedule and boundaries of right-of-way areas.
- (H) Work schedule for the Engineer's approval, as applicable.

#### **10.15 TERM OF CONTRACT**

The term of this contract shall be for twelve (12) months from the date indicated in the Notice to Proceed from the Department.

#### **10.16 OPTION TO EXTEND TERM**

This contract may be extended to TWO (2) additional twelve (12) month term or parts thereof without the necessity for re-bidding upon mutual agreement between the State and the Contractor. The entire term of contract, including extensions, shall not exceed THIRTY-SIX (36) months.

#### **10.17 ESCALATION CLAUSE**

If the State and Contractor mutually agree to extend the contract in accordance with Section 10.16 Option to Extend Term, the Contractor shall be given a price escalation, effective at the start of each extension term, **not to exceed a maximum of TWO (2) percent** over the previous term's unit price(s). The agreement to extend shall be a formal written agreement by the State and Contractor.

## **10.18 BASIS FOR PAYMENT**

The Contractor's bid price shall be full compensation for furnishing tools, equipment, trucks, fuel, mobilization, travel time, mileage, labor, technical knowledge and skills, material, lubricants, chemicals, communication costs, taxes, insurance, overhead, travel, and incidental costs necessary to trim and or remove trees as specified in this contract.

Incidental cost includes, but not limited to the following, Vehicle logo, Employee uniform, Disposal of rubbish and litter, closing of lane, traffic control, traffic control plan, personnel protective equipment, mandatory training, certification of safety plan, notifications of property owners or utility companies.

(A) Monthly Earnings

1. Monthly Earnings will be made based on the actual number of services performed as specified in the Work Order and the applicable unit bid prices in the Proposal Schedule.

(B) Emergency Miscellaneous Work amount shall be based on the actual number of services performed in the Work Order and the applicable unit bid prices for each grouping of personnel and equipment in the Emergency Miscellaneous Work Schedule, of the Proposal Schedule.

(C) Deductions (as applicable):

1. Retainage – computed as specified in Section 9.2 Retainage /Deduction from Payment, of the Specifications. Refer to Section 9.2 Retainage /Deduction from Payment, of the Special Provisions for retainage invoicing procedures.
2. Liquidated Damages – computed as specified in Section 8.6 of the Special Provisions.

(D) Monthly Payments – Total monthly payments payable to the Contractor will be the applicable monthly payments plus applicable Emergency Miscellaneous Work minus the applicable Deductions.

(E) Monthly payments will be made by Purchase Order as specified in Section 4.7 Contract to be Indefinite Quantity/ “As-needed” Contract, of the Special Provisions.

Refer to Section 9.4 Progress Payments, of the Special Provisions for the required information on monthly invoices.

STATE OF HAWAII  
DEPARTEMENT OF TRANSPORTATION  
HIGHWAYS  
HONOLULU, HAWAII

APPENDICES

Contents:

- Appendix A – Monthly Invoice (Sample)
- Appendix B – Satisfactory Evidence by Affidavit for Final Payment (Sample)
- Appendix C – Application & Permit for Occupancy &  
Use of State Highways Right-Of-Way
- Appendix D – Proper Arboricultural Practices
- Appendix E – Tree Pruning Detail
- Appendix F – Palm Pruning – Exhibits
- Appendix G – Tree Pruning or Removal Work Order (Sample)
- Appendix H – Graphics for Light and Heavy Tree Trimming
- Appendix I – Notice to Proceed Letter for Miscellaneous Work (Sample)
- Appendix J – Contract Performance Rating
- Appendix K – Herbicide Application Record (Sample)

**Appendix A**  
**Sample - MONTHLY INVOICE**

**Tree Trimming Service**

1234 Any Street, Honolulu, Hawaii 12345 Phone (808) 123-1234 Fax (808)-123-1234 Email: name@email.com

Bill To: District Engineer – Kauai District  
Highways  
Department of Transportation  
1720 Haleukana Street  
Lihue, Hawaii 96766

Date: \_\_\_\_\_  
Invoice No.: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
Purchase Order No.: \_\_\_\_\_  
Project No.: **HWY-KM-2024-03**

Project Title: **Tree Trimming and Removal at Various Locations on State Highways, Island of Kauai.**

Periods Covered by this invoice: **June 1, 2024, through June 30, 2024.** (full pay period, head-to-tail format, first pay period from the NTP date to following month similar to this sample):

Area and Location	Work Order No.	Bid Item No.	Description	QTY	Unit Price	Amount
	1	2	Hardwood Trees, Combined Light Trimming and heavy trimming. 6-inch dia.	2	\$ _____	\$ _____
	1	14	Hardwood Trees, Removal, 48-inch dia.	3	\$ _____	\$ _____
	1	17	Shrub Trees, Removal, 4' wide x 1' long	1	\$ _____	\$ _____
	1	20	Coconuts, Palm Pruning, 35' high	2	\$ _____	\$ _____
Emergency Miscellaneous Work						\$ _____
<b>Subtotal</b>						
Less Liquidate Damages per Section 8.6 of Special Provisions						\$ _____
<b>Subtotal</b>						\$ _____
Less 5% Retainage Per Section 9.2 Retainage/Deduction from Payment, of the Specifications, and the Special Provisions						\$ _____
<b>Total Amount Due</b>						\$ _____

Pursuant to Section 9.4 Progress Payments and 9.4.e of the Special Provisions, I certify that services requested under the contract have been performed by Tree Trimming Services in accordance to the contract.

\_\_\_\_\_  
Signature  
First J. Name  
Title: President  
Palm Pruning Services

**Appendix B**  
**Sample - Satisfactory Evidence by Affidavit for Final Payment**

**Tree Trimming and Removal at  
Various Locations on State Highways, Island of Kauai**

1234 Any Street, Honolulu, Hawaii 12345

Phone: (808) 123-1235

Email: name@email.com

Date:

State of Hawaii  
Department of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813-5097

Dear Sir/Madam:

Pursuant to Section 9.5 Final Payment, of the Specifications, I hereby certify that all debts resulting from Contract No. \_\_\_\_\_, Project No. HWY-KM-2024-03  
Project Title: Tree Trimming and Removal at Various Locations on State Highway, Island of Kauai, have been fully paid or satisfactorily secured.

Cordially,

\_\_\_\_\_  
First J. Name  
President  
Palm Tree Trimming Services

Subscribed and sworn to me

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

\_\_\_\_\_  
Notary Public, First Judicial Circuit,  
State of Hawaii

My Commission Expires: \_\_\_\_\_

# APPENDIX C

## APPLICATION & PERMIT FOR THE OCCUPANCY & USE OF STATE HIGHWAY RIGHT-OF-WAY

Application date \_\_\_\_\_, 20\_\_\_\_

### POLICE CHECKLIST: ITEMS 1 THRU 5.

Pursuant to the provisions of Chapter 264, Hawaii Revised Statutes as amended, application is hereby made to perform the following work, activity, or event, upon the state highway described below and at the location(s) specified below and at no other place.

1. Name of Highway \_\_\_\_\_ Route # /Section \_\_\_\_\_

2. Locations or limits on said highway \_\_\_\_\_

### 3. Description of work, activity, or event to be performed

Engineering Survey     Maintenance     Inspection     Landscaping     Other

4. Dates between which work, activity, or event will be performed: \_\_\_\_\_

### 5. General Conditions

- a. No digging or disturbing of the highway will be permitted under this permit.
- b. The work, activity, or event may be performed only during off-peak hours unless otherwise approved in writing. Peak hours are from 6:00 AM to 8:30 AM and from 3:00 PM to 6:00 PM, Monday through Friday excluding State Holidays.
- c. All lanes shall be open to traffic during the hours from 6:00 AM to 8:30 AM, during the hours of 3:00 PM to 6:00 PM, and when no work is being done under this permit. Only one lane of traffic may be closed at any other time unless otherwise approved in writing.
- d. Parking permitted only in designated areas for vehicles actively engaged in, or loading or unloading materials for, the specified work, activity, or event. Unattended vehicles will not be permitted.

6. Special Conditions and/or Restrictions \_\_\_\_\_

### 7. Submittals Required

- a.  Traffic Control Plan (whenever there are lane closures)
- b.  Approved Landscaping Plan: It is agreed that upon final acceptance of the approved landscape work by the State, all improvements placed on said premises shall be and remain the property of the State and may be removed or otherwise disposed of by the State at any time.
- c. Proof of State Indemnity  
 Certificate of Insurance naming State of Hawaii as an additional insured, having minimum coverages for Bodily Injury or Death Per Person; Bodily Injury or Death Per Accident; and Property Damages Per Accident of:  
 \$100,000, \$300,000, and \$500,000 respectively; or  
 combined single limit of \$500,000  
 Certificate attached or with Permit No. \_\_\_\_\_  
 Federal Non-Liability Clause (See Item 11 on the back of this permit)  
 Waived
- d.  Permit Fee \$\_\_\_\_\_ (make check payable to Dept. of Transportation, State of Hawaii)

The applicant hereby agrees that any agreement heretofore made or hereafter to be made, and the covenants and conditions stated on the reverse side hereof shall be binding upon him, his heirs, personal representatives, successors, contractors, and assigns.

APPLICANT: \_\_\_\_\_  
(Name or owner, whether individual firm, partnership, corporation, governmental agency, etc)

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Applicant or Authorized Rep.)

\_\_\_\_\_  
(Signature)

PERMIT NO. \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

Permission to perform the above described work, activity, or event at the location(s) stated and between the dates set forth in said application is hereby granted. The applicant shall notify the issuing office in writing at least 24 hours before commencing work.

\_\_\_\_\_  
Director of Transportation or Authorized Representative

OAHU 831-6712 HAWAII 933-8866 MAUI 873-3535 KAUAI 274-3111



## **Appendix D**

### **Proper Arboricultural Practices**

The following are guidelines for proper arboricultural practices and are to be followed by the Contractor.

- a. Each tree shall be treated on an individual basis with consideration given the tree characteristics (Species, growth rate, location, previous trimming practices, health and condition, and aesthetics).
- b. All cuts shall be made using the industry standard three (3) techniques to prevent splitting or stripping of bark. All cuts shall be made with a sharp saw.
- c. All dead, dying, insect infested, diseased, broken or cracked, decayed, excessively heavy or crossing branches, vines, obstructing and weakly attached branches and water sprouts shall be removed.
- d. Tree climbing spikes, spurs, or any other climbing devices shall not be used to climb trees except for those tree that are to be removed.
- e. Limbs shall be trimmed back to laterals that are at least one-third times the diameter of the parent limb. The lowest branch shall be a minimum one-half the diameter of the trunk at attachment.
- f. No more than twenty-five (25%) percent of the crown of a tree shall be removed without approval of the Engineer.
- g. All final cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a protruding stub. The final cut shall result in a flat surface with adjacent bark firmly attached. Flush cuts shall not be made.
- h. Proper limb and branch removal practices shall be utilized to avoid damage by loosening or stripping of the bark or remaining limbs and branches.
- i. Tree paint shall not be used.
- j. All raised sprout clusters shall be removed at the parent limb and entire branches or limbs that been stubbed off and have formed sprout clusters shall be removed.
- k. Trees and brush that are removed shall be cut such that the stumps remaining are faced parallel to the adjacent slope, and cut as close to the ground as possible. Stumps shall not exceed three inches in height unless terrain, fences, or other landscape feature restrict cutting. Stumps in highly visible developed areas or as determined by the Engineer shall be grinded to minimum of six (6) inches below finish grade.

Hau trees/ shrubs removal – grinder is acceptable for first pass removal and second pass with sharp saws/chain saws of all grinder cuts.

**Appendix D**  
**Proper Arboricultural Practices**

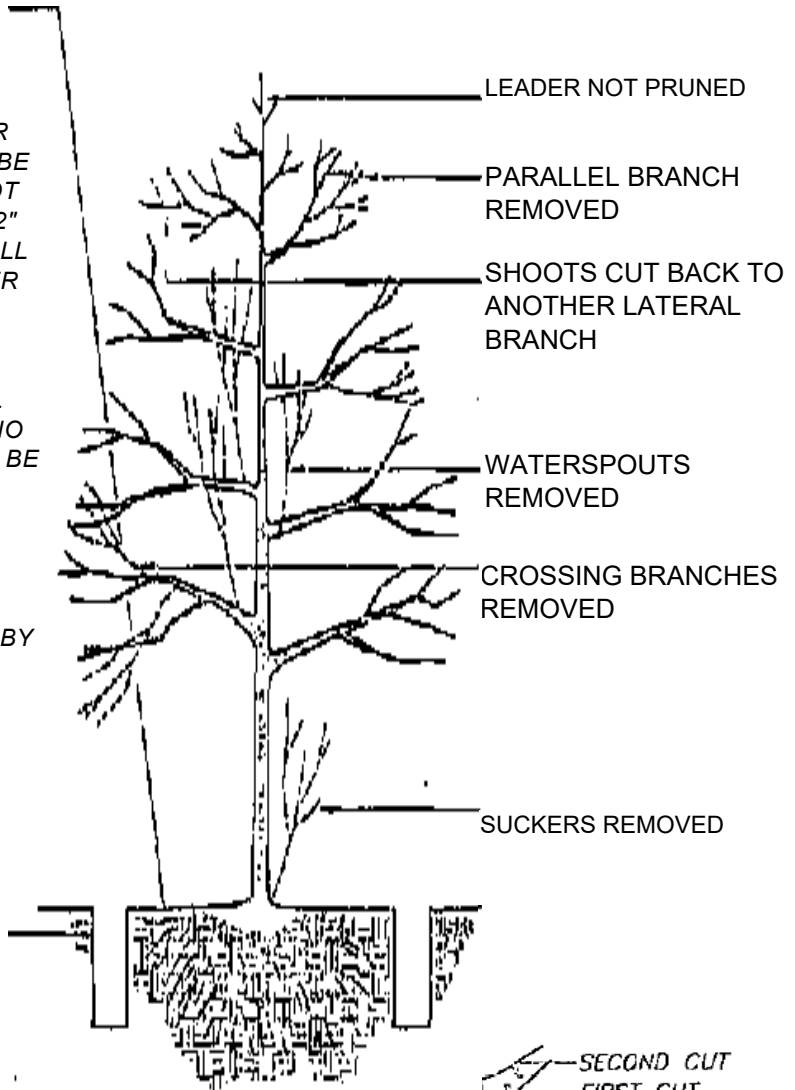
1. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major diseases and/ or pest problems shall be promptly reported to the Engineer.
  
- m. All procedures that will result in tree decline are not allowed including topping and flush cuts. Tree species with poor compartmentalization shall prune to create a wound that will form a natural callus growth.

Appendix E

**TREE PRUNING DETAIL**

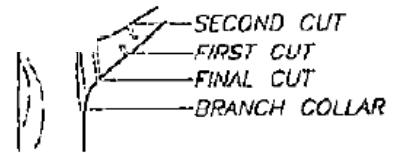
TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN, SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHALL BE MADE BACK TO A LATERAL ROOT WHENEVER POSSIBLE, ROOTS 2" OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY W/SOIL OR BURLAP AND KEPT MOIST. NO ROOTS LARGER THAN 2" SHALL BE CUT UNLESS NO OTHER ALTERNATIVE IS FEASIBLE AND APPROVED BY A CERTIFIED ARBORIST AND ENGINEER. FERTILIZER AND WATER TO MINIMIZE SHOCK AS DIRECTED BY A CERTIFIED ARBORIST OR ENGINEER.

AUGER TUNNELING, NOT TRENCHING SHALL BE USED WHERE POSSIBLE FOR UTILITY PLACEMENT WITHIN THE DRIP LINE OF THE TREE. IF TRENCHING IS NECESSARY, IT SHALL BE HAND DUG WITHIN THE DRIP LINE OF THE TREE.



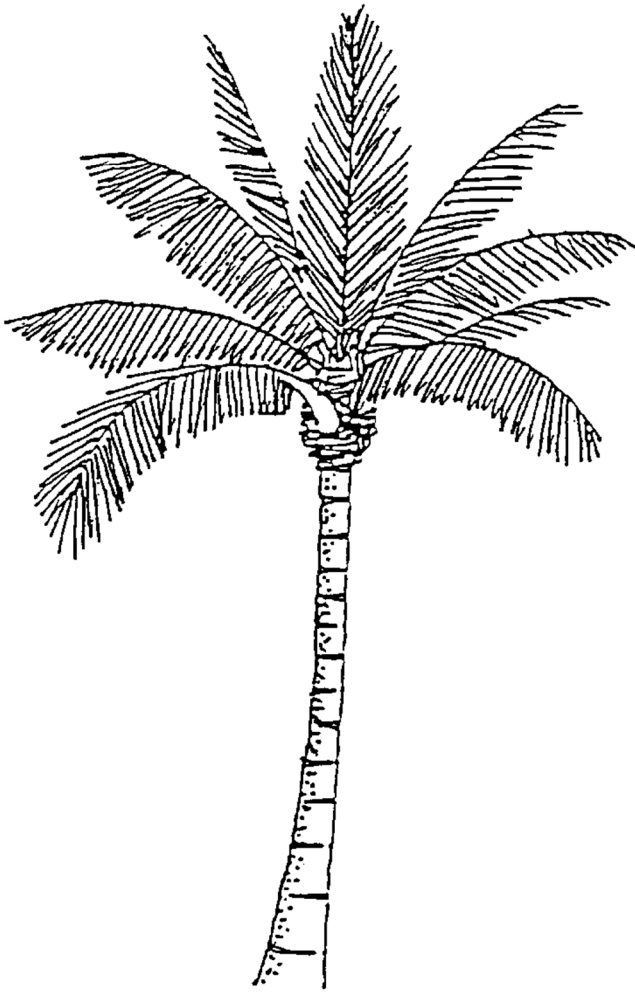
NOTES:

1. POSITION OF FIRST AND SECOND CUTS MAY BE REVERSED IN SOME CASES, PARTICULARLY WHEN CUTTING A LARGE BRANCH WITH A CHAINSAW
2. DO NOT MAKE FLUSH CUTS OR LEAVE STUBS.
3. DO NOT PAINT CUTS.
4. REMOVE DEAD, BROKEN OR MALFORMED BRANCHES.
5. REMOVE ALL VINES ENTWINED IN THE TREE OR AROUND ITS TRUNK.
6. ALL PRUNING SHALL BE CLEAN AND SMOOTH, WITH THE BARK INTACT WITH NO ROUGH EDGES OR TEARS.
7. DISPOSE OF ALL CUTTINGS OUTSIDE OF RIGHT OF WAY.
8. RETAIN THE NORMAL SHAPE OF THE PLANT.



TYPICAL BRANCH REMOVAL

Appendix F  
Palm Pruning Exhibit



PROTECT CROWN AND ALL OTHER FRONDS TO REMAIN FROM INJURY.

REMOVE HANGING BROWN, DYING FRONDS AND ALL EXCESSIVE LOWEST FRONDS. MAINTAIN REMAINING LOWEST FRONDS APPROXIMATELY PARALLEL WITH GRADE. TRIM FRONDS CLEANLY CLOSE TO TRUNK.

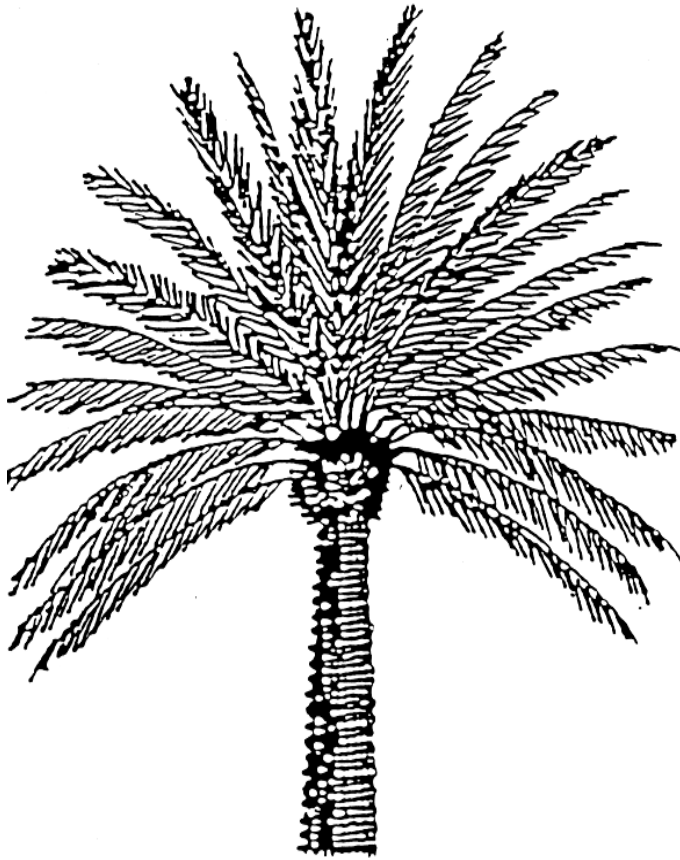
REMOVE ALL FLOWERS AND FRUITS. CLEANLY TRIM CLOSE TO TRUNK WITHOUT INJURY TO FRONDS TO REMAIN.

PRESERVE FIBROUS GROWTH BETWEEN FRONDS.

EXERCISE CARE USING CLIMBING SPIKES TO MINIMIZE INJURY TO TRUNK.

COCONUT PALMS  
AND SIMILAR

SPECIFICATIONS - EXHIBIT 1



PROTECT CROWN AND ALL OTHER FRONDS TO REMAIN FROM INJURY.

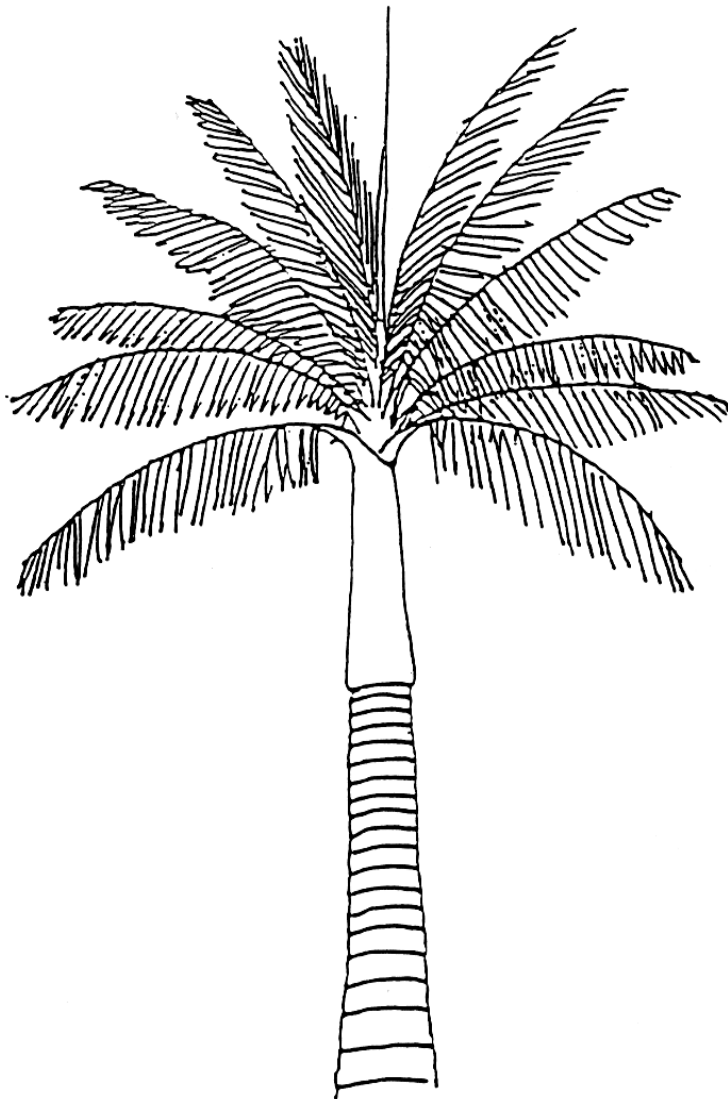
REMOVE LOWEST HANGING BROWN FRONDS. CLEANLY TRIM CLOSE TO TRUNK. REMOVE OTHER FRONDS ONLY AS DIRECTED.

REMOVE ALL FLOWERS AND FRUITS. CLEANLY TRIM CLOSE TO TRUNK WITHOUT INJURY TO FRONDS TO REMAIN.

USE OF CLIMBING SPIKES IS NOT ALLOWED.

## DATE PALMS AND SIMILAR

SPECIFICATIONS - EXHIBIT 2



PROTECT CROWN  
AND ALL OTHER  
FRONDS TO REMAIN  
FROM INJURY.

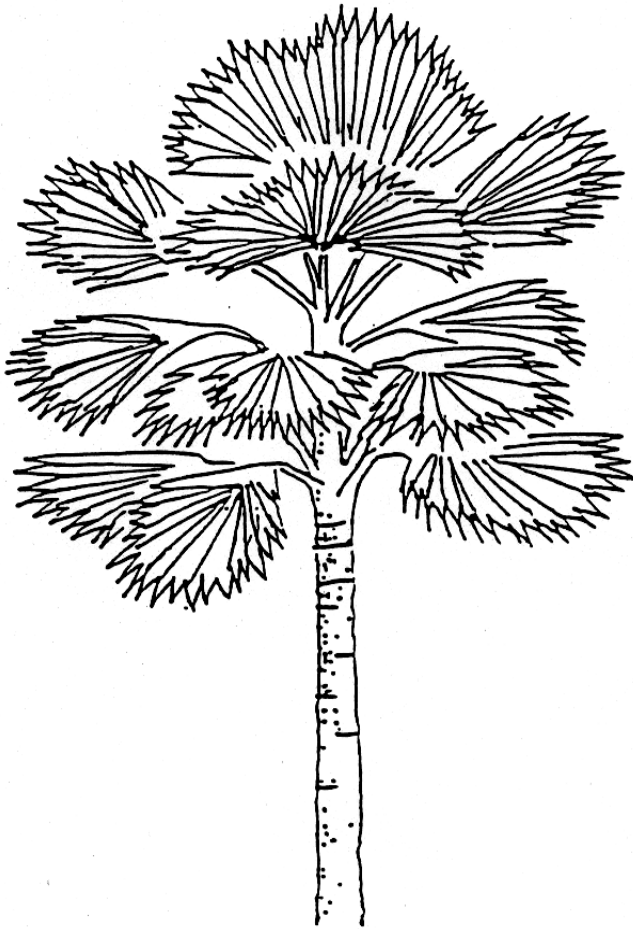
REMOVE HANGING  
BROWN FRONDS  
COMPLETELY.  
REMOVE OTHER  
FRONDS ONLY AS  
DIRECTED.

COMPLETELY  
REMOVE ALL  
FLOWERS AND  
FRUITS. TRIM FLUSH  
WITH TRUNK.

USE OF CLIMBING  
SPIKES IS NOT  
ALLOWED.

ROYAL PALMS.  
MANILA PALMS.  
AND SIMILAR

SPECIFICATIONS - EXHIBIT 3



PROTECT CROWN AND ALL OTHER FRONDS TO REMAIN FROM INJURY.

REMOVE HANGING BROWN FRONDS. TRIM OFF CLEANLY, FLUSH WITH TRUNK. TRIM OTHER FRONDS ONLY AS DIRECTED.

REMOVE ALL FLOWERS AND FRUITS. TRIM OFF CLEANLY, CLOSE TO TRUNK WITHOUT INJURY TO FRONDS TO REMAIN.

USE OF CLIMBING SPIKES IS NOT ALLOWED.

**LOULU PALMS,**  
**AND SIMILAR**

SPECIFICATIONS - EXHIBIT 4

**Appendix G**

**Sample - Tree Trimming or Removal Work Order**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS

Work Order No.: \_\_\_\_\_ Date.: \_\_\_\_\_

Location (Area, Route/ Highway): \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

Project No.: HWY-KM-2024-03 Contract No.: \_\_\_\_\_

Project Title.: Tree Trimming and Removal at Various Locations on State Highways, Island of Kauai.

LOCATION REFERENCE (EXAMPLE: adjacent to Elem. School, etc.)	BID ITEM NO.	SCOPE OF WORK (Type of trim or removal)	TREE TYPE/SIZE (Example: hardwood/ 24inch diameter)	QTY. (A)	UNIT PRICE (B)	AMOUNT (A x B)
<b>TOTAL AMOUNT</b>						<b>\$ _____</b>

Remarks.: \_\_\_\_\_

Work to commence by: \_\_\_\_\_  
(date)

Work to be completed by: \_\_\_\_\_  
(date)

Approved by (**Engineer or representative**):

Accepted by (**Contractor or representative**):

\_\_\_\_\_  
Signature and Title of Signer

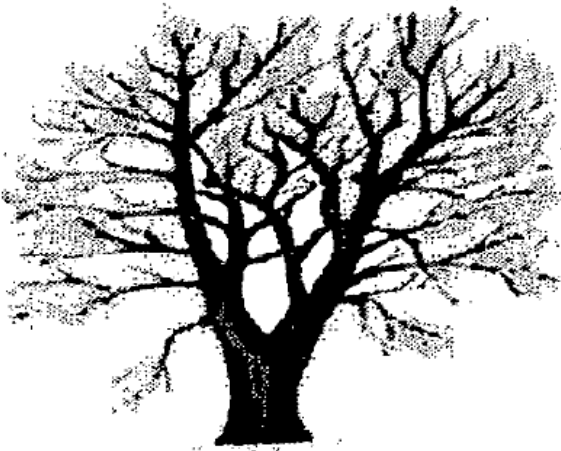
\_\_\_\_\_  
Signature and Title of Signer

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Printed Name of Signer



**Appendix H**  
**Graphics for Light and Heavy Tree Trimming**



**Light Trimming - Hardwood and Conifer Trees, etc**



**Heavy Trimming - Hardwood and Conifer Trees, etc.**

**Appendix I**  
**Sample - Notice to Proceed Letter for Miscellaneous Work**

**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HIGHWAYS**  
KAUAI DISTRICT  
1720 HALEUKANA STREET  
LIUHE, HAWAII 96766

**VIA EMAIL:** palmservices@sample.net

The Tree Trimming Services  
1234 Any Street  
Aloha, Hawaii 96963

Gentlemen:

**Subject:** Notice to Proceed – Tree Trimming and Removal at Various Locations, Island of Kauai, Project No. HWY-KM-2024-03, Contract No. 987654321

In accordance with the contract, you are hereby given notice to proceed with miscellaneous work, Bid Item No. 24, of the Proposal Schedule at the total amount of \$ \_\_\_\_\_, including State tax, to remove and step ten (10) each tree at Name Park.

The funds will be paid from “Emergency Miscellaneous Work,” Bid Item No. 16, of the Proposal Schedule.

Sincerely,

F-Last Name  
Kauai District  
DOT-Highways

Enclosure

**Appendix J**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS

**CONTRACTOR PERFORMANCE RATING  
(TREE AND PALM TREE WORK)**

Project No.: **HWY-KM-2024-03** \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Project Title: Tree Trimming and Removal at Various Locations on State Highways, Island of Kauai.**

Contractor.: \_\_\_\_\_ Date.: \_\_\_\_\_

	FACTOR	SATISFACTORY		COMMENTS
		YES	NO	
<b>MANAGEMENT</b>				
1	Cooperation			
2	Channel of Communication			
3	Payroll Submittals			
4	Work Force			
5	Insurance adequate & timely			
6	Proper wages			
<b>FIELD SERVICE</b>				
7	Work Orders started on time			
8	Work Orders completed on time			
9	Quality of palm and tree work			
10	Trim adequacy			
11	Tree and palm disease control practice			
12	Tree and palm removal result			
13	Litter and debris pick up			
14	Equipment, tool and supply adequacy			
15	Character of workmen			
16	Traffic control and safety practice			

REMARKS: \_\_\_\_\_

RATED BY:

\_\_\_\_\_  
ENGINEER OR REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF SIGNER

\_\_\_\_\_  
DATE

ACCEPTED BY:

\_\_\_\_\_  
ENGINEER OR REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF SIGNER

\_\_\_\_\_  
DATE

**APPENDIX K**  
**Herbicide Application Record (Sample)**

**ONLY QUALIFIED AND TRAINED APPLICATOR ARE ALLOWED TO APPLY ANY HERBICIDE.**

Project No.: **HWY-KM-2024-03**                      Contract No.: \_\_\_\_\_                      Date Applied: \_\_\_\_\_                      Sheet No.: \_\_\_\_\_

Project Title: Tree Trimming and Removal at Various Locations on State Highways, Island of Kauai.

A. ROUTE LOCATION (i.e. H-1 Freeway, etc). \_\_\_\_\_ From milepost: \_\_\_\_\_ To milepost: \_\_\_\_\_

Check as applicable:  Median     Shoulder     Drainage    Other location description: \_\_\_\_\_

**B. HERBICIDE APPLICATION**

Herbicide name brand: \_\_\_\_\_                      Active Ingredients: \_\_\_\_\_

Surfactant name brand: \_\_\_\_\_                      Amount: \_\_\_\_\_

Chemical rate/amount: \_\_\_\_\_                      Total amount of mixed herbicide used \_\_\_\_\_ gallons.

Application method(s) (check as applicable)

- Backpack Sprayer and spray nozzle                       Backpack Sprayer and wick applicator  
 Boom sprayer                       Other (describe) \_\_\_\_\_

**C. WEATHER CONDITIONS (DO NOT APPLY DURING HIGH WINDS, RAINING, OR IS FORCAST TO RAIN)**

CLEAR SKY     CLOUDY     OVERCAST                      Time of day: \_\_\_\_\_                      Temperature range: \_\_\_\_\_

Wind speed and direction: \_\_\_\_\_                      NO RAIN EXPECTED TODAY (yes/no) \_\_\_\_\_

**D. NOTES AND RECOMMENDATIONS:** \_\_\_\_\_

E. CERTIFICATION: I hereby certify that product was used in accordance with the manufacturer's recommendations and in compliance with all federal, state, and local laws and regulations.

Contractor (name of company): \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Applicator

\_\_\_\_\_  
Applicator's License Number

\_\_\_\_\_  
Applicator's Signature/Date

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS  
HONOLULU, HAWAII

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS

PROJECT: TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS, ISLAND OF KAUAI

PROJECT NO.: HWY-KM-2024-03

CONTRACT TIME: Twelve (12) months from date indicated in the Notice to Proceed from the Department with options to extend as specified in Section 10.16 Option to Extend Term, of the Specifications.

LIQUIDATED DAMAGES: Refer to Section 8.6 Liquidated Damages, of the Special Provisions in the Specifications.

PROJECT MANAGER  
CONTACT INFORMATION: Jake Dickman  
869 Punchbowl Street, Room 404,  
Honolulu, HI 96813  
(808) 587-2189  
jake.j.dickman@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: **PERFORMANCE BOND IS REQUIRED FOR THE FIRST YEAR OF THIS PROJECT.**

BID AND PAYMENT BONDS ARE NOT REQUIRED FOR THIS PROJECT.

Director of Transportation  
AliiAIMoku 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.



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

\_\_\_\_\_  
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  
FOR  
TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS,  
ISLAND OF KAUAI,  
PROJECT. NO. HWY-KM-2024-03

<b>Hardwood and Conifer Trees – Combined Light Trimming and Heavy Trimming</b>				
Bid Item No.	Description	Estimated Quantity (Each) (a)	Unit Price (b)	Amount (a × b)
1	0” to 6” dia.	1,500	\$ _____	\$ _____
2	6” to 12” dia.	400	\$ _____	\$ _____
3	12” to 24” dia.	246	\$ _____	\$ _____
4	24” to 36” dia.	249	\$ _____	\$ _____
5	36” to 48” dia.	40	\$ _____	\$ _____
6	48” to 60” dia.	20	\$ _____	\$ _____
7	60” to 72” dia.	3	\$ _____	\$ _____
8	72” and over dia.	10	\$ _____	\$ _____
<b>SUBTOTAL 1</b> .....				\$ _____
(Bid Item Nos. 1 through 8)				

<b>Hardwood and Conifer Trees – Tree Removal</b>				
Bid Item No.	Description	Estimated Quantity (Each) (a)	Unit Price (b)	Amount (a × b)
9	0” to 6” dia.	2,000	\$ _____	\$ _____
10	6” to 12” dia.	30	\$ _____	\$ _____
11	12” to 24” dia.	22	\$ _____	\$ _____
12	24” to 36” dia.	17	\$ _____	\$ _____
13	36” to 48” dia.	8	\$ _____	\$ _____
14	48” to 60” dia.	5	\$ _____	\$ _____
15	60” to 72” dia.	5	\$ _____	\$ _____
16	72” and over dia.	5	\$ _____	\$ _____
<b>SUBTOTAL 2</b> .....				\$ _____
(Bid Item Nos. 9 through 16)				

PROPOSAL SCHEDULE  
FOR  
TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS,  
ISLAND OF KAUAI,  
PROJECT. NO. HWY-KM-2024-03

<b>Shrub Trees – Removal</b>				
Bid Item No.	Description	Estimated Quantity (L.F.) <i>(a)</i>	Unit Price <i>(b)</i>	Amount <i>(a × b)</i>
17	4' to 8' wide x 1' long	105,600	\$ _____	\$ _____
<b>SUBTOTAL 3</b> .....				\$ _____
(Bid Item Nos. 17 only)				

<b>Coconuts including similar Palm Trees – Pruning</b>				
Bid Item No.	Description	Estimated Quantity (Each) <i>(a)</i>	Unit Price <i>(b)</i>	Amount <i>(a × b)</i>
18	Up to 25 feet tall	10	\$ _____	\$ _____
19	25 to 35 feet tall	68	\$ _____	\$ _____
20	Over 35 feet tall	40	\$ _____	\$ _____
<b>SUBTOTAL 4</b> .....				\$ _____
(Bid Item Nos. 18 thru 20 only)				

<b>Coconuts including similar Palm Trees – Removal</b>				
Bid Item No.	Description	Estimated Quantity (Each) <i>(a)</i>	Unit Price <i>(b)</i>	Amount <i>(a × b)</i>
21	Up to 25 feet tall	5	\$ _____	\$ _____
22	25 to 35 feet tall	15	\$ _____	\$ _____
23	Over 35 feet tall	10	\$ _____	\$ _____
<b>SUBTOTAL 5</b> .....				\$ _____
(Bid Item Nos. 21 thru 23 only)				

PROPOSAL SCHEDULE  
FOR  
TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS,  
ISLAND OF KAUAI,  
PROJECT. NO. HWY-KM-2024-03

<b>Emergency Miscellaneous Work</b>				
Bid Item No.	Description Grouping of Crew & Equipment	Estimated Maximum Yearly Quantity (Hours) <i>(a)</i>	Unit Price <i>(b)</i>	Amount <i>(a × b)</i>
24	Grounds Person, Climber/Trimmer/Working Foreman, aerial equipment, trucks, chipping machine, blower power/hand tools/chain saw	8	\$ _____	\$ _____
25	Grounds Person, Climber/Trimmer/Working Foreman, aerial equipment, trucks, chipping machine, portable floodlight, power/hand tools/chain saw	8	\$ _____	\$ _____
26	Grounds Person, Climber/Trimmer/Working Foreman, trucks, chipping machine, power/hand tools/chain saw	8	\$ _____	\$ _____
27	Grounds Person, Climber/Trimmer/Working Foreman, trucks, chipping machine, portable floodlight, power/hand tools/chain saw	8	\$ _____	\$ _____
28	Grounds Person, two (2) each Utility Line Clearance Tree Trimmer/Working Foreman, trucks, chipping machine, portable floodlight, power/hand tools/chain saw	8	\$ _____	\$ _____
<b>SUBTOTAL 6</b> .....				\$ _____
(Bid Item Nos. 24 thru 28 only)				

**PROPOSAL SCHEDULE**  
**FOR**  
**TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS,**  
**ISLAND OF KAUAI,**  
**PROJECT. NO. HWY-KM-2024-03**

<b>BID SUMMARY</b>	
SUBTOTAL 1	\$ _____
SUBTOTAL 2	\$ _____
SUBTOTAL 3	\$ _____
SUBTOTAL 4	\$ _____
SUBTOTAL 5	\$ _____
SUBTOTAL 6	\$ _____
<b>TOTAL AMOUNT FOR            COMPARISON OF BIDS</b> (Sum of Subtotals 1 through 6)	\$ _____

PROPOSAL SCHEDULE  
FOR  
TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS,  
ISLAND OF KAUAI,  
PROJECT. NO. HWY-KM-2024-03

**Notes:**

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. In case of a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
4. The Bidder shall make no changes to the bid. Bid submitted with changes to the bid shall be rejected.
5. Performance bond is required for the first year of this project.
6. **By submitting a proposal, the bidder acknowledges he has read and understands all the provisions of the Special Provisions, Specifications and is fully aware of all the conditions to be encountered in performing the work.**
7. **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. 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.**

**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.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

FORMS

Contents:

Sample Contract

Performance Bond (Surety)

Performance Bond

Certificate of Performance Services



## C O N T R A C T

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 INCORPORATION», 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 such quantities as requested by the STATE, and the STATE agrees to pay for same at the unit prices set forth in the attached proposal schedule for the project entitled:

“«PROJECT NAME AND NO»”

in lawful money, but not more than such sum as is actually earned according to STATE's determination of the actual quantities of work performed and materials furnished by CONTRACTOR at the unit prices set forth in said attached proposal schedule, for which payment shall be made by the STATE in accordance with Section 9.4 of the Special Provisions during the term of this contract since Section 103D-309, Hawaii Revised Statutes, as amended, does not require the State of Hawaii Comptroller's certificate for price-term, open-end, or requirements contracts under which the total amount to be paid CONTRACTOR cannot be accurately estimated at the time the contract is awarded.

All work to be performed and materials to be furnished shall be in accordance with the specifications, the special provisions and plans, if any, the notice to bidders, the instructions to bidders and proposal for «PROJECT\_NO\_ONLY», on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, 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 for a period of

«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.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number 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

(Seal)

«CONTRACTOR»

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**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 Oblige, 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 Oblige 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 Oblige 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 Oblige 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 REMOVAL AT VARIOUS LOCATIONS ON STATE HIGHWAYS, ISLAND OF KAUAI, PROJECT NO. HWY-KM-2024-03, 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