

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

**ADDENDUM NO. 1
FOR
TREE TRIMMING AND REMOVAL
AT VARIOUS LOCATIONS ON STATE HIGHWAYS,
ISLAND OF KAUAI
PROJECT NO. HWY-KM-2024-03**

August 7, 2024

This Addendum shall make the following amendment(s) to the Solicitation:

A. SPECIAL PROVISIONS

1. Delete **SPECIAL PROVISIONS** page SP-12 dated 7/1/2024 and replace with the attached **SPECIAL PROVISIONS** page SP-12 dated r8/7/2024.

B. SPECIFICATIONS

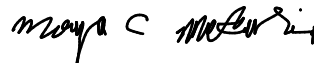
1. Delete **SECTION 10 – PALM PRUNING AND REMOVAL AT VARIOUS LOCATIONS**, dated 7/1/2024 in its entirety and replace with attached **SECTION 10 – TREE TRIMMING AND REMOVAL AT VARIOUS LOCATIONS** dated r8/7/2024.

The following is provided for information:

C. RESPONSE TO REQUEST FOR INFORMATION (RFIs/QUESTIONS)

1. The attached Response to Request for Information is provided for information.

Please acknowledge receipt of this **ADDENDUM NO. 1** by recording the date of its receipt in the space provided on **page PF-4** of the Proposal.



MAAZA C. MEKURIA
Acting Engineering Program Manager
Construction & Maintenance Branch



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

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.”

SECTION 10 – TREE TRIMMING 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.

Engineer – On Temporary Assignment (TA) District Engineer (DE) – Kauai District Mr. Eric Fujikawa Phone: 808-241-3015 Email: eric.i.fujikawa@hawaii.gov Mr. Randall Haraguchi Phone: 808-241-3023 Email: randall.tn.haraguchi@hawaii.gov	Point of Contact Authorized Representative of the DE Mr. Lyle Tabata Maintenance Engineer – Kauai District Phone: 808-241-3032 Email: lyle.tabata@hawaii.gov
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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

1. **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 Kauai.
9. Traffic Control Personnel. 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, Kauai 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, Kauai 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 Kauai 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 (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 tall
 - (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. *Trimming 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	As required.	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
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

RESPONSES TO REQUESTS FOR INFORMATION (RFIs/QUESTIONS)

**PROJECT NAME: TREE TRIMMING AND REMOVAL AT VARIOUS
LOCATIONS ON STATE HIGHWAYS, ISLAND OF KAUAI,
PROJECT NO. HWY-KM-2024-03,
SOLICITATION NO. B25000098**

The following RFIs/Questions were submitted via HiePRO by prospective bidders. The questions and responses are as follows:

1. Would it be the vendor's responsibility to acquire DOT permits for the road closure, PSAs, etc., or would it be the state's responsibility to do so?

Response: HWY-K will work with the contractor to prepare the necessary document for all activities and post all necessary PSA weekly as required for public traffic notification.

2. Will dot put up message boards on selected work area and give public notice for each selected area as well as take care of the permitting process? Being there will be need for certified traffic control technicians will there be a specific amount of days required for traffic control so pricing can be appropriately designated for a set number of days?

Response: No permitting required as the work is considered maintenance and not construction which requires road permits. The messaging is conducted a week in advance via HDOT HWY-K weekly PSA notices, time required on the job is determined by the contractor, please price accordingly, duration of work is not determined by HWY-K. Pricing is per tree based on tree size. The present contract does not employ message boards unless special circumstance requires. To date I have not required message boards. The only potential need for message boards in advance of work would be when a total road closure is required and that would be determined to be special circumstances, as we are scoping to provide services with a little traffic delay aa possible. If a total road closure is required, night work may be an option. Traffic control personnel and certificates are required per HWY-KM-2024-03 Specification.