TREE PRUNING AND REMOVAL
HE`EIA STATE PARK
STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS

SCOPE OF WORK

This project involves the pruning and removal of designated trees at the He`eia State Park, 46-465 Kamehameha Hwy., Kaneohe, HI 96744.

The Contractor shall furnish all labor, equipment, tools, materials, and transportation to perform all operations in connection with conducting the satisfactory pruning, removal, and disposal of designated trees at the SISRA as set forth within the Contract, including this Scope of Work (SOW) and General Conditions.

General tree locations with corresponding tree identification numbers, photographs and management requirements are provided in Attachment 1, Report-Tree Assessment dated March 2, 2020. Some trees may have been removed since this report was written.

1.0 Introduction

He`eia State Park is located at 46-465 Kamehameha Hwy., Kaneohe. He`eia State Park is administered by the Division of State Parks (DSP) within the State of Hawaii Department of Land and Natural Resources (DLNR).

Among many administrative and management responsibilities, DSP is responsible for the management of trees within the He`eia State Parks grounds.

DSP is committed to the appropriate application of technically correct arboricultural practices throughout all phases of tree selection and management to maximize achievement of tree benefits and minimize costs.

The intent and purpose of this SOW is to provide best management practices, procedures, standards and guidelines for application by anyone who conducts pruning or removal work on DSP managed trees to minimize risks from tree-related failures, permit cost-effective grounds management and reasonably maximize tree benefits.

This SOW includes required and recommended practices. Required practices are identified within this document through use of the term “shall” and are mandatory. Recommended practices are identified within this document by the term “should” and shall be utilized unless demonstrably more effective and efficient practices can be implemented or compliance with recommended practices increases safety risks.

Deviations from required or recommended practices shall only be permitted if compliance increases safety risks or unusual site or tree conditions require modifications. Deviations shall only be permitted with the written approval of DSP’s designated Qualified Arborist.

DSP shall have the right to terminate the contract during any phase of the work for the Contractor’s non-compliance with the requirements of this contract. The work may resume upon approval of the DSP Designated Project Manager following the satisfactory resolution of the

Contractor's non-compliant performance issues. Any losses resulting from work delays due to the Contractor's non-compliant performance shall be the sole responsibility of the Contractor.

2.0 Project Requirements

2.1 Pre-qualification: To qualify to submit a competitive proposal, the Proposal shall include:

- Name and credential of the ISA Certified Arborist(s);
- CV of proposed ISA Certified Arborist(s) including work examples in conformance with section 3.2;
- CV of proposed ISA Certified Tree Worker(s), if applicable, including work examples in conformance with section 3.3;

2.2 Post-Award submittals: The successful Contractor shall submit the following documents within 10 working days of notification of award of this project:

- Proposed work schedule, including identification of the general progression of pruning/removal work;
- Proposed staging and equipment storage areas;
- Log and chip disposal plan and site(s);
- Herbicide manufacturer's product data and Material Safety Data Sheet; and
- Submittal of Bond.

3.0 Qualified Personnel

The use of appropriately qualified personnel ensures a level of technical expertise, understanding and skill to conduct work satisfactorily and in conformance with this SOW. Proper tree care is a long-term investment that can lead to substantial current and future benefits. Properly managed and maintained trees reduce tree-related risk, enhance aesthetics and add significant value to the environment, quality of life and amenity value of the property. Pruning or removing trees, especially large trees, can be dangerous work if not performed by properly equipped, trained, and skilled workers.

3.1 Qualified Arborist (QA): All pruning, and removal work conducted on DSP trees shall be performed by or under the direct supervision and direction of a Qualified Arborist approved by DSP. Qualified Arborists are professionals who have the necessary training, knowledge, experience and skill, demonstrated through successful work results, to conduct and complete defined work satisfactorily and in conformance with this SOW and industry recognized arboricultural standards and practices.

3.1.1 Minimum Qualifications: In order to be approved as a QA, the candidate shall possess all of the following qualifications:

3.1.1.1 Current International Society of Arboriculture (ISA) Certified Arborist certificate for at least the previous 5 years or earned the ISA Board Certified Master Arborist credential; and

3.1.1.2 Five (5) or more years of direct experience successfully conducting and/or supervising the designated work type; and

3.1.1.3 Demonstration of successful completion of work according to best management practices as described within this SOW within the work type

for which the candidate is seeking qualification. Demonstration shall be provided with examples of at least 3 comparable projects completed directly by the candidate within the past 2 years.

3.1.2 Contractor's QA shall be required to demonstrate that he/she possesses the ability and experience to:

3.1.2.1 Supervise the Contractor and its employees to ensure the satisfactory completion of operations, including but not limited to maintaining full and consistent conformance with applicable safety standards and practices, procuring proper clearances, conducting proper pruning practices, maintaining reasonable productivity, maintaining satisfactory operational progression and professional appearance, conducting satisfactory site clean-up, and generally managing a professional operation.

3.1.2.2 Recognize, diagnose, and assess trees for indications of potentially moderate, high or extreme risk conditions including, but not limited to declining structure caused by presence of disease, insects, decay, cracks, termites, structure, and other signs, symptoms or conditions that may indicate inadequate tree or site structural integrity for safe work or that may develop over the next 12 months.

When significantly defective tree structural or site conditions are found that cannot be addressed by the pruning or removal work specified, the QA shall report the condition to the DSP Designated Project Manager accompanied by a recommendation that describes how to mitigate the defect and/or condition. This reporting shall be conducted within 24 hours of discovery through email or other written format mutually agreed by the Contractor and DSP unless an imminent risk of failure is projected. In the instance of an imminent risk of failure, the QA shall report the condition directly to the DSP Designated Project Manager immediately by telephone followed by a text message.

3.1.3 The Contractor's QA shall:

3.1.3.1 Represent the Contractor and shall have the authority to act on behalf of the Contractor.

3.1.3.2 Be on-site at all times when tree work is being performed and shall remain within visual and voice communication range of the employees performing the work. In the event the QA is not present at the work site during tree work operations, all work shall be suspended.

3.1.3.3 Determine the order of trees to be pruned and/or removed.

3.1.3.4 Practice and ensure application of applicable safety and best aboriculture practices at all times.

3.1.3.5 Maintain the ISA Certified Arborist credential throughout the duration of the contract period.

3.2 Certified Tree Worker (CTW): If pruning and removal work is not conducted directly by a QA then the work shall be conducted by an ISA CTW under the direct supervision and direction of a QA, both approved by DSP.

CTWs are professionals who can demonstrate the necessary training, knowledge, experience and skill through possession of the ISA credential, and successful work results.

3.2.1 Minimum Qualifications: In order to be approved as a qualified CTW for this SOW, the candidate shall possess all of the following qualifications:

3.2.1.1 Current ISA CTW certificate for at least the previous 2 years; and

3.2.1.2 Five (5) or more years of direct experience successfully conducting the designated work; and

3.2.1.3 Demonstration of successful completion of work according to best management practices as described within this SOW within the work type for which the candidate is seeking qualification. Demonstration shall be provided with examples of at least 3 comparable projects completed directly by the candidate within the past 1 year.

4.0 Safety Compliance

Whenever performing any work on DSP trees, all workers shall always comply with the most current versions of the following:

- Occupational Safety and Health Act of 1970, as amended; and
- Hawai‘i Occupational Safety and Health Standards, Rules and Regulations, as amended; and
- ANSI Z133 Safety Standard; and
- Any other applicable federal, state, or city and county laws, regulations and ordinances.

Workers shall also consistently apply industry accepted safety practices and procedures not otherwise specified in the above laws, regulations and standards, and use sound judgment and common sense.

5.0 Pruning

Tree pruning shall include appropriate cutting and specified disposal of cutting debris of the trees designated for pruning.

The primary objective of pruning trees is to minimize risk to persons and property from the fall of trees or tree parts, and to provide proper tree clearances from roadways, sidewalks, lights, signs, buildings and other structures.

Pruning shall only be conducted in conformance with the most current version of the ANSI A300-Part 1 Pruning Standard and according to clear objectives as defined by pruning type.

Pruning for this project includes:

- Crown cleaning
- Crown reduction

5.1 Crown Cleaning: Unless otherwise specified or directed by DSP's QA, all routine maintenance pruning operations, including when conducting crown reduction pruning, shall always include crown cleaning. Crown cleaning practices shall include:

- Removal of large (> 1 inch diameter) dead branches; and
- Removal of all diseased, insect-infested, damaged and broken branches; and
- Removal of crossing branches appropriate for removal as specified by the QA; and
- Re-cutting of old pruning stubs that will properly compartmentalize; and
- Removal of all epiphytes, vines and other invasive plants growing on the tree; and
- Reduction of density and structuring of excessive watersprouts within resprouting clumps by no more than 33%.

5.2 Crown Reduction: When specified, crown reduction pruning shall be conducted to reduce crown weight and wind resistance to reduce the risk of failure of the tree or tree parts and/or reduce the height and/or spread of the tree in order to clear and prevent physical or visual obstacles for nearby infrastructure, people or vehicles. Crown reduction pruning includes:

- Crown cleaning as described above; and
- Identification of the desired height and/or spread of the tree crown;
- Identification of branches that should be removed/reduced to achieve desired clearance and/or risk reduction; and
- Removal of targeted branches to the point of origin or to a lateral branch that is at least 1/3 the diameter of the branch removed.
- Reasonable attempts should be made to maintain a natural form and structure of the tree during the crown reduction process.

5.2.1 Maximum Removal of Foliage and Healthy Wood: When conducting crown reduction pruning, no more than 25% of the total foliage and healthy wood of a tree should be removed during any pruning event unless approved, in writing, by a QA.

No more than 50% of the branches and foliage should be removed along the upper 2/3 of scaffold branches and the tree unless approved, in writing, by a QA.

6.0 Tree Removal

Tree removal shall include felling and specified disposal of the above ground portion of trees designated for removal.

6.1 Stump Height: Stumps shall be cut as close to the ground as practical, parallel to any slope and at a height not exceeding 1 inch above ground level unless obstacles prevent cutting lower stumps. Stumps exceeding 1 inch shall only be as approved by the DSP Designated Project Manager.

6.2 Stump Treatment: Whenever trees are removed that are capable of resprouting and the stumps are not removed, a State of Hawaii registered herbicide shall be applied to the freshly cut surface of the stump. All herbicide applications shall be conducted in compliance with all Federal and State laws and regulations, and label directions.

Recommended cut surface treatment is 20% Garlon 4 (a.i. triclopyr) in 80% mineral oil solution. However, alternate herbicide solutions may be applied that are considered effective.

The applicator shall be solely responsible for the application efficacy, control and any off-target damage caused by any herbicide applications.

7.0 Protection and Restoration of Existing Work/Site Conditions

7.1 Trees and tree branches shall be cut and lowered in a manner that will prevent the cut parts from falling and damaging remaining trees, existing lawns, plantings, pavement, buildings, vehicles, and other infrastructure.

7.2 Damage caused by the Contractor's operations shall be restored to the original pre-existing condition to the satisfaction of the DSP Designated Project Manager at no additional cost to the DSP.

7.3 Contractor shall take all reasonable precautions and actions to avoid the accidental or excessive release or spill of hazardous materials (e.g. vehicle and equipment oil and fluids, herbicides) on the work site.

Contractor shall immediately contain and clean-up the release or spill of hazardous materials that may occur at any level and report the incident, control process and status of containment and disposal to the DSP Designated Project Manager, in writing, within 24 hours of the release or spill.

7.4 Contractor shall implement storm water pollution control and prevention measures (e.g. best management practices) to prevent cutting debris, sediment-laden run-off and other pollutants from leaving the work area and/or entering streams and storm drainage systems.

7.5 The Contractor shall maintain roads within the project site free from dirt and debris. The Contractor shall clean the project site and roadways of dirt and debris resulting from the Contractor's operations at no additional cost to DSP.

8.0 Debris Disposal

Debris disposal shall be conducted as follows:

8.1 Tree cuttings may be chipped and must be disposed off-site in accordance with all laws, regulations, ordinances and the HDOA Interim Rule on Coconut Rhinoceros Beetle.

8.2 Large logs that are not chipped should be removed and properly disposed at a recognized, approved disposal site.

8.3 Cutting debris generated by the subject operation that are not approved for on-site disposal, including chips, shall be removed from the site daily and disposed as specified within this SOW, unless otherwise approved by the DSP Designated Project Manager.

8.4 Temporary stockpiling of large tree parts not approved for on-site disposal for short durations of time to facilitate cost-effective disposal shall only be permitted with the written approval and according to the specifications of the DSP Designated Project Manager.

8.5 All logs temporarily stockpiled on-site shall be secured such that they cannot be accessed by the public and blow, wash, roll or otherwise move onto maintained landscapes, trails, roadways, waterways, ditches, drainage or other areas where they may disrupt, obstruct or damage design or aesthetic function.

8.6 Tree cuttings, underbrush, green waste and debris shall be transported in a manner that will prevent spillage.

8.7 Documentation must be provided (e.g. waste manifest and receipts) for disposal at a recycling/ processing facility licensed to accept the tree cuttings and debris, or a letter from the landowner where tree cuttings, underbrush, green waste and debris will be disposed, attesting that there is an agreement with the Contractor to dispose of tree cuttings and debris on their property.

8.8 General rubbish, defined as all other non-tree cutting debris and waste, generated by the Contractor shall be disposed properly, off-site, in approved waste disposal receptacles.

9.0 Work Zone Management

9.1 General Work Zone: The Contractor shall maintain full use and control of the work zone defined as the immediate area adjacent to the trees being pruned or removed during the contract period.

The work zone is generally defined as an area within two times the height of the subject tree but may be larger or smaller as specifically defined by the Contractor as required in the opinion of the Contractor to ensure public safety at all times during work operations.

Recognized industry practices shall be designed and implemented prior to and during all tree management work. These practices shall be satisfactory to secure and control the site to prevent encroachment by the public or others not directly engaged in the tree management work and reasonably protect all persons and property outside the protected worksite from injury or damage from work activities.

9.2 Contractor's Site Access, Parking, Storage and Staging Areas

9.2.1 The Contractor shall coordinate parking, storage and staging areas with the DSP Designated Project Manager prior to the start of on-site work.

9.2.2 The Contractor shall operate machinery and equipment with discretion and with minimum interference to roads, driveways and walkways.

9.2.3 The Contractor shall maintain full responsibility for the safety and protection of all of the Contractor's equipment, machinery, supplies and materials left on the site. DSP shall not be liable for injury, losses or damages incurred by the Contractor or to any of the Contractor's equipment, machinery, supplies and materials.

9.3 Safety, Barricades, Signs and Lighting

The Contractor shall provide, erect and maintain safety devices, lights, signs, barricades and other appropriate barriers constructed of appropriate material, around the work area, roads, driveways, and walkways to protect people and property at the SISRA.

10.0 Schedule

Tree maintenance work hours of operation are generally from 7:00 AM through 4:30 PM, Monday through Friday. Work shall not be permitted on weekends or State Holidays.

The Contractor shall submit a final proposed work schedule to the DSP Designated Project Manager for approval at the Pre-Work meeting.

11.0 Contractor Attire and Conduct

11.1 Proper attire (in good taste) shall be worn at all times. All Contractor employees shall wear shirts identifying the Contractor's company and shall also maintain photo identification on their person at all times.

11.2 All Contractor employees shall conduct themselves appropriately as professionals within a public site. The Contractor shall remove employees exhibiting unbecoming or disrespectful behavior from the project site or at the request of the DSP Designated Project Manager.

11.3 Contractor employees shall not possess or use smoking materials or other tobacco products, vaping products, alcoholic beverages or illegal substances at any time while on DSP property.

12.0 Bond

A bond in the amount of the Contract Award shall be required. This bond shall be retained until the DSP Designated Project Manager has determined that all work in conformance with this SOW has been satisfactorily completed.

13.0 Certificate of Insurance

A certificate of insurance shall be required naming the State as additional insured.
Additional Insured Information as follows:
DLNR - Division of State Parks
1151 Punchbowl St., Rm 310
Honolulu, HI 96813

14.0 Special Provisions

The bid award shall be based on the availability of funds.

Negative References. Any negative response received from clients or from the State Consumer Protection Agency or reporting organizations shall be sufficient cause for disqualification of bidder(s).

15.0 Term of Contract

The term of contract shall be for one time tree hazard removal and pruning service.

16.0 Submittals With Bid

1. Copy of the certified arborist certificate.

2. Copy of contractor license.

17.0 Site Inspection

Prior to submittal of an offer, Offeror may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Coordination with the CA is required for visits to the specified park areas. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or the amount and kind of work to be performed. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with these specifications if awarded the contract.
A site inspection will be held at the Heeia State Park on Monday, May 5, 2025, at 10:00 am, contact Creighton Mattoon at (808)265-4906 for directions. Meet at the first parking lot after entering the park.

18.0 Bid Quotation

Unit bid price shall include labor, transportation, all applicable taxes, and any other costs incurred to provide the services as specified herein. See Attachment 2 - Bid Quotation.

19.0 Tax Liability

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

AWARD OF CONTRACT

20.0 Method of Award

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Sum Bid Price. In order to be considered for award, Offeror shall be registered with the Hawaii Information Consortium. To register refer to the SPO website: www.spo.hawaii.gov/. Click on hiepro.hawaii.gov for vendor registration.

21.0 Bidder Qualification

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes. Vendors/contractors/service providers should register with HCE prior to submitting an offer at https://vendors.ehawaii.gov Annual registration fee is $12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder will not receive the award.

22.0 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage	**Limits**
Commercial General Liability limit per	$1,000,000 combined single
	occurrence for bodily injury and property damage
	$2,000,000 general aggregate

Automobile Liability	$1,000,000 combined single limit per occurrence $1,000,000 bodily injury per person and per accident $1,000,000 property damage per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of State Parks, P. O. Box 621, Honolulu HI 96809."

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

23.0 Start of Work

Work will commence within ten (10) calendar days of the date of the notice to proceed issued by the Department of Land and Natural Resources. The Contractor must notify the CA in advance before starting work at any location. The Contract Administrator shall schedule the priority of work. All work within an area must be finished before commencing work at the next area.

24.0 Time of Completion

The work to be done under these specifications shall be completed by July 31, 2025, or as indicated by the Contract Administrator. In the event the Contractor fails to complete the work within the specified period, liquidated damages will be assessed.

25.0 Invoicing

Contractor shall send an original and two (2) copies of the invoice upon completion of all services listed in the purchase order. The original shall state that "This is an original bill", shall be signed and sent to:

Department of Land and Natural Resources Division
of State Parks
480 Makapuu Ave.
Honolulu, HI 96816

Invoice should reference the purchase order number.

26.0 Subcontractors

The Contractor shall not delegate any duties unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

27.0 Workmanship

All work shall be executed in a workmanlike manner and shall present a neat appearance when completed. Services rendered shall follow the Scope of Work and these Special Provisions, subject to inspection and approval of the Contract Administrator and Qualified Arborist.

28.0 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor.
Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

29.0 Liquidated Damages

Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS ($100.00) per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

30.0 Campaign Contributions

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

31.0 Indemnification

The Contractor shall agree, in behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damage, injury or death results from, arises out of, or is connected with the completion of the project.