

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS
HONOLULU, HAWAII

SPECIAL PROVISIONS, SPECIFICATIONS, PROPOSAL
CONTRACT, AND BOND

FOR

MAINTENANCE OF LANDSCAPED AREAS,

KUHIO HIGHWAY

KOLO ROAD, MAILIHUNA ROAD,

AND KALAMANIA ROAD

ISLAND OF KAUAI

PROJECT NO. HWY-KM-2026-70

2026

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

The receiving of bids for **MAINTENANCE OF LANDSCAPED AREAS, KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD, AND KALAMANIA ROAD ISLAND OF KAUAI, PROJECT NO. HWY-KM-2026-70**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration:

<https://hiepro.hawaii.gov/welcome.html>.

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

HIePRO OFFER DUE DATE AND TIME is June 5, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of furnishing all labor, materials, tools, and equipment necessary for the maintenance of landscaped areas on Kuhio Highway covering the Kolo Road and Kalamania Road roundabout along with the Mailihuna Road roundabout, in Kauai, within the highway right-of-way.

To be eligible for award, bidders must possess a valid State of Hawaii Specialty Contractor's C-27, Landscaping Contractor's license **at the time of bidding**.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than May 12, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

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

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

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

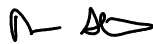
The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation”, Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without

discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

For additional information, contact Maaza C. Mekuria, Acting Construction and Maintenance Engineering Program Manager, by phone at (808) 587-2332, or by email at maaza.c.mekuria@hawaii.gov.

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



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: April 29, 2026

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

(A.) SECTION 1 – DEFINITIONS AND TERMS shall be amended by adding the following:

1. 1.33 SUBCONTRACTOR is amended by deleting it and replacing it with the following:

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

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

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

Normal State holidays are as follows:

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

State Holiday schedules can be obtained online at:

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

3. Add the following new definitions:

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

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

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

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

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

The Contractor shall utilize the latest revision.

1.42 STANDARD PLANS – The Standard Plans, 2008, issued by the State of Hawaii Department of Transportation Highways' Design Branch as amended, revised, or updated.

The Standard Plans are available from the Department of Transportation, Highways. For more information, log on to:

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

The Contractor shall utilize the latest revision.

1.43 MUTCD – The Manual on Uniform Traffic Control Devices, 2023, Federal Highway Administration, U.S. Department of Transportation, including any amendments or revisions. To review the MUTCD, log on to:

https://mutcd.fhwa.dot.gov/kno_11th_Edition.htm

The Contractor shall utilize the latest revision.

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

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

The Contractor shall utilize the latest revision.

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

<https://www.osha.gov/>

The Contractor shall use the latest revision.”

(B.) SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

1. 2.3 PROPOSAL GUARANTY is deleted in its entirety.
2. 2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

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

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

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

3. 2.5 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

“2.5 WITHDRAWAL OF PROPOSALS – Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted, and uploaded to HiePRO prior to the bid opening date and time.”

4. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

5. Add the following new subsection:

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

As of **July 1, 2025** salaries of State employees performing work similar to the work called for under this contract are as follows:

Class Title	Bargaining Unit Salary Schedule	Grade	Minimum Hourly Pay Rate
General Laborer I	BU 01	BC-02	\$ 25.20
General Laborer II	BU 01	BC-03	\$ 25.92
General Laborer III	BU 01	WS-03	\$ 27.74
Equipment Operator I	BU 01	BC-04	\$ 26.95
Equipment Operator II	BU 01	BC-06	\$ 29.16
Tree Trimmer/Truck Driver	BU 01	BC-05	\$ 28.03
Tree Trimmer	BU 01	BC-07	\$ 30.32
Nursery Worker II	BU 01	WS-05	\$ 30.02
Highway Maintenance Supervisor I &II	BU 02	F-105	\$ 32.18

The above information is provided to the bidder for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated.

It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid to personnel when work is done on this project. Information on the status of Bargaining Unit (BU) contracts can be obtained from the State Department of Transportation, Highways, Personnel Management office (808-587-2229) or online at

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

Bidders are further advised that they are not restricted to hiring only those classifications of employees as listed but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, as may be according to the bidder's common hiring practice.

However, the principal duties of employees other than those listed herein above working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the bidder

must compensate such employee(s) at a rate that is no less than that of the equivalent State employee.”

(D.) SECTION 4 – SCOPE OF WORK is amended as follows:

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

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

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

(E.) SECTION 5 – CONTROL OF WORK is amended as follows:

1. 5.3 COOPERATION OF CONTRACTOR AND DIRECTOR is replaced with the following:

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

Before starting work on the project, the Contractor shall designate in writing an Authorized Representative who shall have complete authority to represent and act for the Contractor. The Contractor shall furnish the State with a telephone number and email address where they can be reached by voice or text.

The Contractor or Authorized Representative shall return phone calls or texts from the Engineer within one (1) hour of receipt. All email from the Engineer shall be returned within three (3) hours of receipt of the electronic mail.”

2. 5.4 INSPECTION is amended by adding the following paragraphs to the end of the subsection:

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

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

- (F.) SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT is amended as follows:

1. 6.2 TRADE NAMES AND ALTERNATES the first paragraph of subparagraph A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

“A. QUALIFICATION BEFORE BID OPENING – When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HiePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HiePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before the bid opening date.”

2. 6.2 TRADE NAMES AND ALTERNATES the first sentence of the second paragraph of subparagraph A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

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

- (G.) SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY is amended as follows:

1. 7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraphs with the following:

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

Additional information on the requirements of Section 103.55, Hawaii Revised Statutes, may be obtained at:

https://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm.

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

2. Add the following new subsection:

“7.10 PUBLIC CONVENIENCE AND SAFETY

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

All work under this contract shall be in compliance with Subsection 107.11, Safety: Accident Prevention and 107.12, Protection of Persons and Property of the Standard Specifications.

The Contractor shall take all necessary precautions to protect all personnel from hazards and injuries. The rules and regulations promulgated by the U.S. Department of Labor Occupational Safety and Health Acts (OSHA), the Hawaii Department of Labor and Industrial Relations (DLIR), the Hawaii Occupational Safety and Health Division (HIOSH), and any other applicable federal, state, and local rules and regulations are not included herein, but are applicable and made part of these specifications.”

- (H.) SECTION 8 – PROSECUTION AND PROGRESS is amended as follows:

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

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

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

Any work, which falls outside of the authorized work of the C-27 license license, or work that requires specific training and certification, may be subcontracted only upon approval of the Director or the Contractor may employ these personnel that requires specific training and certification as part of his or her staff. The Director’s decision shall be final. Payment of all costs for such subcontractor work shall be according to prices or arrangements agreed upon prior to authorization of such work in writing.”

2. 8.6 LIQUIDATED DAMAGES is amended by adding the following paragraphs to the end of the subsection:

“The Contractor shall be charged the following liquidated damages:

- A. The Contractor shall be responsible for repair or replacement of any damage to State owned property, including plants and irrigation equipment. If the Contractor fails to repair or replace the damaged item(s), at the Contractor’s expense, the State will deduct from the progress payment the fair market value of the item(s) in its condition prior to the damage.

- (I.) SECTION 9 – PAYMENT is amended as follows:

1. 9.2 RETAINAGE/DEDUCTION FROM PAYMENT - is amended by replacing the third paragraph:

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

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

2. 9.4 PROGRESS PAYMENTS is amended by replacing the entire subsection with:

"The Contractor shall bill the State monthly. All monthly payments are approximate only and shall be subject to correction at any time before or in the final estimate and payment.

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

District Engineer – Kauai District
Highways
Department of Transportation
1720 Haleukana Street
Lihue, Hawaii 96766
DOT.HWYK.Invoices@hawaii.gov

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, and contract number
- c. Bid item number, description of services, periods of service performed, quantity, unit price, amount, subtotal, and total
- d. Deductions, as applicable, such as retainage withheld, and liquidated damages incurred
- e. Certification by the Contractor that services requested under the contract have been performed

Refer to the sample invoice in Appendix J1 – Sample - Monthly Invoice Report

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

SECTION 1 - DEFINITION AND TERMS

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

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

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

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

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

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

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

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

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

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

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

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

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

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

1.11 DEPARTMENT - The State Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.32 STATE - The State of Hawaii.

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

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

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

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

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

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

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Lack of proposal guaranty.

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

The award of contract, if it be awarded, shall be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

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

A. Tax Clearance.

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

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

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

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

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

B. Certificate of Compliance.

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

Form LIR#27, Application for Certificate of Compliance with section 3-122-112, HAR, is available at the following website:

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

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

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

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

C. Certificate of Good Standing.

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

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

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a certificate of good standing. Bidders are advised of costs associated

with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a Certificate of Good Standing, go to On-Line Services at the following website:

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

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

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

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

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

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract, in the manner, form and amount required by Section 3-122-224(b) (2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by

their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

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

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

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

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

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

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after

the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

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

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

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

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

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

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

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

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

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

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

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

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

4.5 PRICE ADJUSTMENT

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

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

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

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

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

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

4.6 VARIATION IN QUANTITY

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

agreed upon by both parties; or

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

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

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

Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

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

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

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPES OF INSURANCE:

A. Workers' Compensation:

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

B. Comprehensive Automobile Liability:

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

policies.

C. Commercial General Liability:

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

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

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

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

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

8.5 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

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

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

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

8.7 DEFAULT AND TERMINATION OF CONTRACT

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

similar goods or services.

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

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

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

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

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

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

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

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

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

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

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

3. Compensation:

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

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

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

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

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

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

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

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

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

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

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

SECTION 9 - PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10 - MAINTENANCE OF LANDSCAPED AREAS

10.1 DESCRIPTION

The work consists of furnishing all labor, materials, tools and equipment necessary for the maintenance roundabouts at the Kuhio and Mailihuna intersection and the Kuhio and Kolo intersection. The work consists of maintenance of planted areas through continued watering, weeding, fertilizing, mowing, reseeding, cultivating, spraying, mulching, trimming and care of shrubs and trees, edging, invasive plant removal and other services necessary for care and upkeep of plantings. This section also describes replacement of dead or damaged plants, cleaning and clearing of sidewalks, gutters, swales, and ditches within the contract limits; removal and disposal of trash and debris.

Landscaping services at the Kuhio and Kolo intersection shall cover all areas between STA 0+00 and STA 14+00 along Kuhio Hwy and between the areas where the sidewalks end on Kuhio and Kolo Road. At the Mailihuna intersection services shall be provided between STA 10+00 to 16+00 along Kuhio Hwy and up to STA 32+50 along Mailihuna Road. A location plan is attached in the Appendices showing the area(s) for which landscaped maintenance services are to be provided. In addition, the As-Built Planting Plan is also included in the Appendices as a reference only. The plans are in a reduced scale. Bidders are advised not to use the graphical scale. Plans in full scale are available for review at the Kauai District office by making an appointment by calling the number as indicated in Section 10.3, Inspection of Plans and of Areas to be Maintained of the Specifications.

10.2 BIDDER REQUIREMENTS

Contractors shall provide documentation of licenses, certificates and other requirements listed in the subsections below. Requested documents shall be received by the Project Manager no later than five (5) working days from the receipt of the 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-27, Landscaping. The Contractor shall possess the license throughout the duration of the contract and or any extensions. The Contractor shall provide a copy of the specified license and contractor license number as applicable.
2. **Work Experience.** At the time of bidding, the Contractor shall have a minimum of one (1) consecutive year of Hawaii Specialty Contractor's C-27. The experience shall include a minimum of two (1) year in managing contracts like this project scope immediately prior to bid opening. The contractor shall provide the number of years of experience as applicable
 - a. The Contractor shall provide a list of similar projects to substantiate the Contractor's experience. The list shall contain a minimum of three (3) different landscaping projects that include the name of the company, point of

contact, phone number, size of the project, detailed description of the landscaping services performed and the size of the project (cost wise).

3. **Contractor Permanent Address:** At the time of bidding, bidders shall have a permanent address and local base yard located on the Island of Kauai, State of Hawaii.
4. Copy of the valid certification as International Society of Arboriculture "(ISA)-Certified Tree Worker Aerial Lift Specialist" or equivalent.
5. Copy of the valid certification as a Certified Landscape Technician (CLT) **Exterior/Maintenance or equivalent.**
6. Possess a valid disposal permit and Proposed Disposal Site Location. This requirement shall be provided no later than seven (5) working days from written request from the State and shall be verified three (3) working days prior to the Notice to Proceed date to the lowest responsive bidder.
7. The contractor shall possess the required business and tax license to conduct business in the State of Hawaii.
8. Have all required equipment (e.g., handheld tools, utility trucks, aerial bucket trucks, chippers, 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 submit a 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 10.15 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 a distance of one hundred (100) feet. Magnetic signs bearing the contractor's company name/logo 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. The Contractor shall obtain insurance coverages as specified by Section 7.9 Insurance, of the Specifications.
- v. 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.

(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:

1. **Lead Maintenance Person/Highway Maintenance Supervisor.** At the time of bidding, the Contractor shall employ, as a minimum, a CLT in good standing. The CLT shall have a minimum of one (1) year experience in supervising personnel performing general landscaping maintenance work on state highway's right-of-way areas or two (2) years of experience in general landscaping.
 - a. The CLT shall be present (on-site) during the start of the working day and at the end of the same working day to inspect the work performed for this project. The CLT may be gone in the middle of the working day. Liquidated Damages may be incurred if a CLT is not present at the beginning of the day and at the end of the day.
 - b. A list of employed CLT with their certification shall be provided to the State prior to award and to the engineer at the Pre-Start Meeting (refer to Section 10.15).
2. **Sprinkler Technician.**
 - a. **Working Knowledge.** At the time of bidding, the Sprinkler Technician shall be, as a minimum, capable of reading plans and following instructions.
 - b. **Working Experience.** At the time of bidding, posses a minimum of one (1) year experience in all phases of sprinkler system installation and maintenance work.
 - c. When submitting the requested backup documentation to the State the contractor shall provide the following information.
 - i. Name of Sprinkler Technician
 - ii. Work Experience similar to the scope of work of this contract that fulfills the requirements of Section 10.2(B)2.b above

(C) 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.

(D) 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. The State reserves the right to disqualify a person based on performance anytime during the contract. Upon disqualification, the Contractor has ten (10) working days to submit a qualified replacement.
3. The Contractor shall prohibit their personnel from parking their personal-owned vehicle along the highway right-of-way areas.

(E) Schedule of Submitting Required Documents.

The applicable requested documents in Section 10.2(A) shall be received by the Project Manager no later than five (5) working days from the date of receipt of the written request from the State.

All required and requested documents as listed below and/or specified in this contract shall be submitted prior to award and/or the notice to proceed date to the Engineer and Project Manager. The Engineer/Project Manager shall verify and approve all submittals.

Failure to submit required or requested documentation may result in bid rejection or termination of contract by the Department of Transportation.

10.3 INSPECTION OF PLANS AND AREAS TO BE MAINTAINED

(A) A set of detailed plans on full scale showing the limits of the areas and sprinkler system plans to be maintained will be available for inspection at the Kauai District Baseyard Office at 1720 Haleukana Street, Lihue, Hawaii 96766. They may be inspected from the first day of advertising for bids up to and including the day of bid opening. In case of dispute over limits of work areas, the limits shown on the detailed plans shall govern. It is the Contractor's responsibility to meet with District personnel and discuss the plans and specifications prior to submitting his/her proposal. Bidders are advised to make an appointment by calling 808-241-3032.

(B) In case of new construction and other State maintenance activities, whether planned or unplanned, the State reserves the right to reduce the scope of work and areas to be maintained within the landscaped areas as specified in the contract. 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. Adjustments in the contract price shall be determined in accordance with Section 4.5, Price Adjustment of the Specifications.

- (C) Throughout the life of the contract, the State may add additional areas that are not under contract which are "adjacent" or "within the vicinity" to the project limits and which are the property of the State, requiring services that are specified in this contract. For the purposes of these specifications, the words "adjacent" or "within the vicinity" shall be defined by the proximity of the closest landscaped area under contract to the proposed additional area and not by a certain measured linear distance. By this definition, as an example, the Engineer may add an area as mentioned above which is located 5 miles to the closest landscaped area under contract for as long as this landscaped area under contract is the closest to the proposed additional area. Requesting, pricing and modifications to the contract will be similar to the procedures in Section 10.3(B) of the Specifications. Payments for services to added areas will be paid by Bid Item No. 5, Miscellaneous of the Proposal Schedule.

For proposed additional areas, the State reserves the right to solicit competitive quotations and have landscape maintenance work done by the lowest quotation.

10.4 SCOPE OF WORK

All work shall conform to the best horticultural practices and the HMSLM. Refer to Section 1.44 of the Special Provisions for the definition of the HMSLM. The Contractor shall use the chart as a guideline for the frequency and duration of each task.

- (A) **MOWING** - All turf shall be mowed according to the Landscape Maintenance Plans with a frequency as stated in Section 10.5, Maintenance of Landscaped Areas Task and Frequency Matrix of the Specifications.

During long dry periods if directed by the Engineer in writing, grass height may govern mowing frequency. The turf height shall be from 1" to 1-1/2". Remove all litter and debris that can be thrown by mowing equipment prior to mowing. A bag or chute shall be used to remove excess cuttings, or the area may be raked. Clean and remove all clippings from hard surfaces, roadways and drainage swales and remove by the end of each workday. No mowing shall be conducted during rain. A payment deduction will be made if trimmings are not removed and shall be computed as specified in Section 10.18(C), Deductions of the Specifications.

Annually fill depressions and roll uneven lawn areas. Immediately replant any bare spots within turf areas with matching grass.

Zoysia Hybrid 'Emerald' grass shall be dethatched when thatch layer is greater than 1/2 inch. Dethatching by verticutting shall be done in the Spring and followed by an application of preemergence herbicide.

- (B) **EDGING AND TRIMMING OF GRASS** - Trimming and edging of all turf cover along sidewalks, roadways, plant beds or structures shall be incidental to turf mowing. Monofilament line trimmers shall not be used around the base of trees unless a tree guard is installed. Chemical edging is unacceptable.
- (C) **WEEDING** - Weeds shall be considered as any undesirable plants not originally planted and noxious vegetation shall be defined by the "Hawaii Invasive Species Council List of Plant Species Designated as Noxious Weeds for Eradication or Control Purposes by the Hawaii Department of Agriculture (06/18/1992)." All landscaped areas including turf areas, shrub and hedge areas, ground cover areas, erosion control planted areas and areas along the project boundaries (right-of-way fence line, etc.), shall be weeded to remove noxious vegetation. All pavement expansion joints and cracks are to be maintained free of weeds. The weeding cycle shall be continuous and as needed. Weed infestation shall not exceed ten percent (10%) of each designated area.

All landscaped areas shall not exceed ten percent (10%) weed infestation of each designated area within thirty (30) days after commencement of work. Contractor shall use pre-emergent herbicides as necessary to control excessive weeds in planting beds. Conspicuous and deleterious weeds shall be removed by its roots in all landscaped areas. Removal by cutting or topping at the ground line will not be allowed. This requirement shall be strictly enforced. In maintenance areas without landscaping but only vegetative cover for erosion control purposes, cutting or topping of weeds will be allowed at the Engineer's discretion.

- (D) **EDGING AND TRIMMING OF VINES AND GROUND COVER (AS APPLICABLE)** - Vines and ground cover shall be edged and/or trimmed by the best horticultural practice as required to maintain a neat appearance and safe travel way. Vines or ground cover shall not be allowed to overgrow shrubbery, signs, street lights, fences, valve boxes, guardrails or other structures unless otherwise instructed.

All work in this section shall be in order within thirty (30) days after commencement of the work. Unless directed otherwise, ground covers shall be maintained at a uniform height not exceeding twelve (12) inches or not less than six (6) inches above ground and shall be cleared from around all sprinkler heads, valves and other utilities. All other shall be cleared from around all sprinkler heads, valves and other utilities. All other undesirable vines and ground covers shall be entirely removed from the area.

- (E) **TRIMMING AND CARE OF SHRUBS AND TREES** - Shrubbery shall be maintained and trimmed by the best horticultural practice as required to maintain a healthy and vigorous growth. Conform to the horticultural recommendations in publication A300- 1995, "Tree, Shrub and Other Woody Plant Maintenance - Standard Practices," of the American National Standards Institute (ANSI). Shrubs shall be trimmed a minimum of once every two (2) months while shrub hedges shall be pruned monthly or more often as directed by the Engineer to prevent overgrowth, to maintain a

neat appearance, to foster shrub brush out and to eliminate dead wood. Shrub pruning shall be performed to maintain a "natural" appearance; decorative, poodle cuts or other unnatural pruning will not be permitted unless box hedging is required by the Engineer.

Shrubs in mass plantings or hedges shall be pruned as mass planting. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the Engineer. Under no circumstances shall shrubs be pruned more than twenty-five (25) percent. If pruned more than 25% than entire shrub shall be replaced with the same species, spread and height at the Contractor's expense within 4 weeks of notification from the Engineer

The Contractor shall annually inspect all trees with root barrier installations to ensure root barrier is functioning properly. Remove roots growing over the barrier or roots that are girdling the tree trunk. Notify the Engineer to have the State tree trimming Contractor remove any undesired root growth.

All tree work must adhere to American National Standards Institute (or ANSI)-A300 Tree Care Standards and ANSI-Z133 Safety Standards for Tree Work. Work shall be done by arborists that are ISA Certified in order to assure that tree work is performed properly and trees are not damaged by practices such as topping, flush cuts, over-thinning, or climbing with spikes.

MULCHING - Mulch all planting, and tree beds every six months with a 4" layer of organic shredded bark mulch. Do not apply more than 4" of mulch. Prior to mulching clear all undesired plants from planting bed by removing the entire undesired plant and roots by hand. Rake, lightly tamp and water immediately after applying mulch to smooth out the material. All trees shall have a minimum 3-foot radius of mulch unless otherwise instructed by the Engineer. Apply a three-foot radius circle of two-inch depth of mulch around the base of all trees and palms in the first week of January, April, July, and October.

COMPOST - Apply a two-inch depth of compost in all planting beds of shrubs in the first week of January, April, July, and October.

PALM TREE TRIMMING - Fronds removed should be severed close to the petiole base without damaging the living trunk tissue. Climbing with spikes is prohibited. Palms shall be pruned to minimize hazards to public safety from falling fruit and fronds. Palm pruning includes removal of all fronds that are dead, dying or damaged. Removal of fronds where the frond shaft has descended greater than ninety (90) degrees, but not less than forty-five (45) degrees, from the crown. Fronds whose shaft is less than 45 degrees descended from the crown shall not be removed. Removal of all fruit, flowers and seed pods. Removal of loose fiber sheaths and debris in the palm crown. A stub of four (4) inches in length should be left on the highest fronds that are removed to support the lowest remaining fronds and prevent premature and unnatural decline or remaining fronds. All other butts of fronds shall be cut as close to the trunk as possible without injuring the trunk. Contractor shall establish a safe drop zone to fall all cuttings from above. Damage resulting from trimming activity shall be the replaced at the Contractor's

cost.

TRAFFIC SIGNS

The Contractor shall be responsible for trimming shrubs and tree branches of all trees affecting the sight distance to the sign. Traffic signs shall be visible at all times.

Trimming of trees and shrubs to eliminate traffic hazards and to make traffic signs visible at all times shall be continuous as needed. The limbs shall not hang over the travel way.

CLEAR ZONE TREES

In the clear zone, remove all new tree saplings that will at maturity be greater than 4 inches in tree trunk diameter. In the clear zone, remove all new tree saplings growing within six feet trunk to trunk spacing.

Clear zone is measured from the travel lane line towards the right of way line or property line. The width of the clear zone varies due to the posted speed and the slope of shoulder. See chart below for the required clear zones for each speed.

Shoulder Slope			
Posted Speed	Upslope and Flat to 1' V:6' H	Down Slope 1' V:5' H to 1' V:4' H	Down Slope Slope >1' V:4' H
< 45 mph	16'	18'	Clear zone extends to bottom of slope
45 to 55 mph	22'	28'	
55 mph	24'	32'	
60 mph	32'	44'	

STAKES AND GUY WIRES

Stakes and guy wires shall be adjusted, or if need to, removed as determined by the Engineer to prevent damage to the trees and to reduce hazards to the maintenance personnel. Maintain a minimum clear area of three (3) feet radius shall ring young trees and shrubs to prevent mowing, damage and choking. All trees shall be protected with ArborGard Tree Trunk Protector manufactured by DeepRoot or equal. Tree guards shall be flexible polyethylene with ultraviolet inhibitor. Trunk Protector shall be furnished by the Contractor at their expense.

REPLACEMENT VEGETATION

The Contractor shall replace with the same species, spread and height at his or her expense within 4 weeks of notification from the Engineer all desired vegetation that dies due to neglect, invasive plants, insects, disease, lack of water or malpractice. The Contractor shall be responsible for removing all dead young trees, ground cover or shrubs and for restoring the subject landscape immediately. Should the Contractor fail to carry

out this task, the work shall be done by others and the cost shall be borne by the Contractor. If the Contractor can substantiate that the cause of death of desired vegetation was not due to neglect or malpractice, the State will furnish a similar type of plant, which will be replanted and maintained by the Contractor at no additional cost to the State. Plants damaged by vehicles or vandalism shall be replaced within 4 weeks of notification from the Engineer and cost of replacement vegetation including labor shall be paid by **Bid Item No. 5**, Miscellaneous Work. All work shall conform to the most current requirements of Section 617 - Planting Soil, Section 619 - Planting of the "Hawaii Standard Specifications. Refer to Section 1.41, Standard Specifications of the Special Provisions for the definition of the Standard Specifications and Section 8.6, Liquidated Damages of the Special Provisions for the corresponding amount that shall be assessed the Contractor/or failure to replace vegetation.

LIVE POWER LINES - Trimming of trees that are within ten (10) feet of live power lines is **excluded** from this contract, however, the landscaping Contractor is responsible for notifying the Engineer if trees that are within the contract limit and are within ten (10) feet of live power line requires trimming/removal.

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.
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 in order 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.

Refer to the Appendix A, Tree and Shrub Planting and Tree Pruning Detail, of the Appendices for more information.

(F) **CONTROLLING VEGETATION INTRUSION OF RIGHT-OF-WAY LINE**

The Contractor shall be responsible for controlling all undesirable vegetation intrusions into right-of-way areas from the adjoining properties. In extreme cases, the inspectors

who are responsible for the areas shall work with the Contractor to get the property owners to cooperate in controlling the intrusions. Ultimately, it is the Contractor's responsibility to control or mitigate all undesirable vegetation intrusions.

- (F1) **WATERING** - The watering cycle shall be in accordance to the plant's needs to maintain a healthful, vigorous and lush growth. Watering problems shall be called to the attention of the Engineer immediately to prevent plant damage.

The Contractor shall be responsible for the control of the sprinkler system and shall minimize and conserve the use of water whenever possible.

The Contractor shall perform the following work:

1. Monitor the landscaped areas for water need;
2. Water the landscaped areas as needed;
3. Promptly report all deficiencies of sprinkler system pressure lines and the control clocks to the Engineer for repair;

The Contractor shall also have control of the clocks. Should controller clocks malfunction, report the condition immediately to the Engineer.

- (G) **FERTILIZING** - All desired vegetation shall be fertilized to maintain a lush and vigorous appearance.

Fertilize turf grass with ratio of 3 parts nitrogen, 1 part phosphorus, and 2 parts of potassium (12-4-8). Apply fertilizer with a hand-held spreader for small areas and a lawn drop spreader for larger areas. Ensure evenly distributed coverage without overlapping. Replace turf burned by fertilizer. Apply fertilizer once per month at these rates:

1. Bermuda grass at a rate of 1 1/2 lbs Nitrogen per 1000 SF.
2. Zoysia Emerald grass at a rate of 1/2 lb Nitrogen per 1000 SF.

Fertilize all shrubs once a year in February. Each shrub shall receive 2 planting tablets (21 grams, 20-10-5) each time. Place each plant tablet a minimum of 6" from the rootball.

GROUND COVER, SHRUBS AND TREES

Fertilize all trees once a year in February. Each tree shall receive minimum 4 planting tablets (21 grams, 20-10-5) annually. Place each plant tablet a minimum of 12" from the rootball. Make holes in the soil around the drip line. Insert the recommended size tablets into holes around drip line areas and about 6-8 inches deep. Generally, apply one 21-gram size tablet for every 1/2 inch of tree trunk diameter -or- one tablet for every foot of plant height or spread. Cover tablets and holes with soil. Deep water soak tablet areas. Promptly sweep off any fertilizer which falls on pavement, wood or metal surfaces to

prevent staining. Promptly wash off any fertilizer which adheres to foliage. Irrigate planting areas following fertilizer application.

- (H) **SPRAYING PESTICIDE & HERBICIDE** - It is the Contractor's responsibility to maintain all plantings in good health, free of harmful insects and disease. Plant material that dies as a result of insect or disease shall be replaced with the same species, spread and height at the Contractor's cost within 4 weeks of notification from the Engineer. If the Contractor applies herbicide to areas not approved then the Contractor shall replace plants that are applied with herbicide with the same species, spread and height at the Contractor's cost within 4 weeks of notification from the Engineer. The Contractor shall maintain a record of all pesticides and/or herbicides used on the project including the name of the pesticide and/or herbicide, location and areas of application, dates of application, rates of application and total quantity used per day. A copy of the record shall be submitted to the Engineer weekly or as requested. Certification requirement is also mentioned in Section 10.7(B) of the Specification. Contractor shall not spray herbicides or pesticides on windy or rainy days. Contractor shall exercise care when spraying near drainage structures or swales and shall not spray within any drainage structures or swales. If undesirable vegetation is greater than 5 feet in height than it shall be cut first to a height no greater than 6 inches and then sprayed.

Any damage to vegetation, man, environment or other property, within or outside the highway right-of-way due to the use of pesticides and or herbicides by the Contractor shall be the sole responsibility of the Contractor. Damaged desired plants or erosion of soils will be replaced at the Contractor's expense.

Refer to Section 10.11(C) of the Specifications for the required mandatory training for personnel involved in the application of herbicide.

- (I) **CLEANING OF PAVED AREAS** - All paved areas shall be swept once per week to maintain a neat and clean appearance. Clean all paved areas of vegetation, rock, silt and mud, papers, bottles, cans and maintain these areas clear of debris and growth. Contractor shall exercise care when spraying herbicide or pesticide near drainage structures or swales and shall not spray within any drainage structures or swales. The Contractor shall notify the State immediately of any blockage detected during normal landscape work.
- (J) **PLANTINGS REQUIRING ADDITIONAL TASKS** - Some projects will have plantings that require additional and/or specific maintenance requirements. These additional tasks shall be included to the Contractor's bid price on maintenance of landscaped areas, Bid Item No. 1 of the Proposal Schedule.

The following list includes some plants that require specific maintenance requirements as follows:

PALMS	
Joannis Palm [Veitcha Joannis]	Provide adequate fertilizer. Remove bright red fruits.
Loulu Palm [Pritchardia spp.]	Remove brown fronds and ripe fruit. Scales, mealy bugs and ants may cause occasional problems especially on unfurled leaves and among roots. A mild detergent solution is generally effective. Avoid weed whackers around palm base.
TREES	
Rainbow Shower Tree [Cassia javanica x fistula]	Produces litter when blooming, prune annually to shape tree. Protect trees less than 12-inch caliper trunk with tree guard.
Kou Tree [Cordia subcordata]	Moth infestation. Poor drainage may cause root fungus. Insect damage can be a problem but can be controlled by spraying with biorational insecticides.
Autograph Tree [Clusia Rosea]	The trees are actually attractive year-round until you consider the negative impact on plant diversity as these trees crowd out other less aggressive species. The plant is easier to control in a carefully maintained environment such as a garden.
SHRUBS	
Hibiscus Shrub [Hibiscus spp.]	Manage aphids, scales and other pests by pruning infected branches and treating the plant with an appropriate insecticidal soap or oil or spraying them off with a strong spray from a hose. Examine hibiscus growth for insects in the spring when they often first appear so you can treat them before they inflict serious damage. Leaf and bud drop, wilting and discoloring, are signs of heavy infestations.

PLANTINGS REQUIRING ADDITIONAL TASKS (continuation)

SHRUBS	
Mao Hau Hele [Hibiscus Rockii]	Do not over fertilize or sucking insects will be attracted. If over fertilize, lace plant out with pruning shears, removing one-third of branches. Recommend adding to soil at feet of trunk mature organic fertilizer
Queen Emma Lily [Crinum Augustum]	They prefer to be kept moist but can withstand some drought. Good drainage is important no matter what situation they grow in. Saturated soil, with little or poor drainage, will rot the fleshy roots of this lily. Crinum mosaic potyvirus causes streaks to appear on leaves, eventually turning them yellow. For fungal diseases, properly used fungicides work to control infections. Otherwise, proper plant care and watering techniques provide the best defense against disease.
Red Ti [Cordyline Sp.]	Diseased leaves should be removed from plants weekly and plants kept well fertilized and watered. The use of fungicides maybe necessary in extremely wet environments. Weed control is very important for the establishment of new fields.
GROUND COVER	
Bermuda Grass [Zoysia Japonica }	Susceptible to army worms and Bermuda grass mites. Check the White grubs and Pearl Scales and control if necessary. Apply preemergence herbicide to control crabgrass and goose grass. Apply - post emergence herbicide on summer to control spurge and Lespedza.
Common Bermuda Grass [Cynodon Dactylon]	Susceptible to army worms and Bermuda grass mites. Check the White grubs and Pearl Scales and control if necessary. Apply preemergence herbicide to control crabgrass and goose grass. Apply - post emergence herbicide on summer to control spurge and Lespedza.
Emerald Zoysia [Zoysia Hybrid "Emerald"]	Mow at 1.5 cutting height. Mow no more than 1/3 of the leaf off at one mowing. Use sharp mower blades and catch and remove clippings. Mow with a rotary or reel mower. Less frequent mowing requirements (second only to Centipede) - mowing may be required on a 7 to 10-day interval. Zoysia Patch disease (Rhizoctonia fungus) can be a problem in over- fertilized lawns. Leaf rust is a lesser problem. Grubs and bill bugs (plus mole crickets in the Lower South) are soil-borne insects which can cause damage.
Kupukupu Fem [Nephrolepis Cordifolia]	When planted on landscaped areas, take precautions, kupukupa can spread freely and invade other planted areas if left unattended. It competes with other plants for space and nutrient, stunting their growth.
LauaeFem [Microsarum Scolopendria]	Once a year, renovate Lauae fem plantings by removing most or all of the top growth. Mulch with 1-2 inches of compost or organic mulch to protect rhizomes and control weeds after renovation. Periodically prune dying and damaged leaves to keep the planting fresh. Remove pruned leaves from planting area.
Wedelia [Wedelia trilobatal]	Attacked by several chewing insects, mites, and leafboppers. Maintain 6" height.

- (K) **INVASIVE PLANT REMOVAL** - The Contractor is responsible for removal and damages resulting from invasive plants found on-site. Refer to the Hawaii Invasive Species Council List of Plant Species Designated as Noxious Weeds for Eradication or Control Purposes by the Hawaii Department of Agriculture (06/18/1992). The following species are a priority on Oahu - Guinea Grass, Maile Pilau, Ivy Gourd, Opiuma, Mysore Thom and Shoebuttan.

Refer to the list of instructions on Appendix D Invasive Plant Removal, of the Appendices and Chapter 9, Invasive Species Management of the HMSLM for additional information. HMSLM is defined in Section 1.44 of the Special Provisions.

- (L) **REMOVAL OF RUBBISH, AND DEBRIS** - The Contractor shall remove all rubbish and debris from the project contract limits. The project shall be maintained to a neat and clean appearance.

1. Rubbish and debris on roadways, which originate from the landscape maintenance work shall also be removed by the Contractor before the end of each work day, or immediately if it creates a traffic hazard. Cost of disposal is incidental to the cost of maintaining landscaped areas.
2. Litter in landscaped areas, roadways and shoulders (i.e. papers, cigarette butts, bottles, cans, etc.) shall be removed when found. General clean up shall be conducted two (2) times per week as specified in Appendix E, Maintenance of Landscaped Areas Task and Frequency Matrix. **This shall be strictly enforced.** Cost of removal, general clean up and disposal of litter is incidental to the cost of maintaining landscaped areas.
3. Burning of rubbish and debris in the highway right-of-way is prohibited.
4. The Contractor shall under no circumstances stockpile debris, soil or garbage within the highway right-of-way. Any existing stockpiles at the beginning of the contract shall be removed within 30 days. Contractor shall receive a payment deduction for any stockpiling and shall be computed as specified in Section 10.19C)l, Deductions of the Specifications.
5. Debris and rubbish shall be disposed of away from the highway right-of-way and in accordance with City, State and Federal laws and regulations.

- (M) **Reporting of Hazardous Conditions and Damages to Landscaped Areas.** Pursuant to Reporting, Chapter 14 of the HMSLM, the Contractor shall report the following to the Engineer. Refer to Section 1.44, HMSLM of the Special Provision for the definition of HMSLM

1. Injuries.
2. Illnesses.
3. Damage to government property.

4. Blocked culverts, ditches and swales.
5. Eroding areas.
6. Severe instances of illegal rubbish dumping.

(N) Closing of Lanes/Traffic Control, as applicable.

1. If necessary, the Contractor shall furnish traffic control and closing of lanes, and shall be in accordance with Section 10.11(A)4, Safety of the Specifications 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 landscaping services.
1. 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.
2. 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 10.4(N)2 above.

(O) LANDSCAPED AREAS COMPREHENSIVE ANNUAL INSPECTION

1. For purposes of contract extension, on the second Monday on the fourth month after the Notice to Proceed date and the fourth month from the beginning of each contractual term for each contract renewal, as applicable.
2. For purposes of contract closing, sixty (60) days to the end of the contract.
3. The Contractor and the Engineer shall perform a comprehensive annual inspection which shall include the following:
 - a. Plant inventory,
 - b. Plant list comparison and replacement list,
 - c. Liquidated damages assessed,
 - d. Soil tests of troubled planting areas,
 - e. Fertilization schedule review,

- f. Herbicide schedule review,
- g. Invasive species,
- h. Discretionary fund projects for coming year,
- i. Professional credential review and
- j. Maintenance sustainability recommendations.

(P) MISCELLANEOUS WORK

1. Refer to Section 10.19(B) Miscellaneous Work, of the Specifications for miscellaneous work that the Engineer maybe tasking the Contractor.
2. In order for the Contractor to commence performance of all miscellaneous work, a Notice to Proceed letter shall be issued by the Engineer. Refer to Appendix H Sample - Notice to Proceed Letter for Miscellaneous Work, of the Appendices.
3. Miscellaneous work, if approved by the Engineer, shall be paid by allowance in **Bid Item No. 5** Miscellaneous Work, of the Proposal Schedule and negotiated in accordance with Section 10.19(B) of the Specifications.

10.5 MAINTENANCE OF LANDSCAPED AREAS TASK AND FREOUENCY MATRIX

The Contractor shall use the chart as a guideline for the frequency and duration of each maintenance task.

Refer to Appendix E Maintenance of Landscaping Areas Task and Frequency Matrix, of the Appendices.

10.6 CONTRACTOR EVALUATION FORM

The Contractor shall be evaluated on his performance using the "Landscape Maintenance Contractor Performance Rating" Form in the Appendices.

Refer to Section 5.7, Contractor Performance Rating of the Special Provisions for more information.

10.7 MATERIALS

(A) **FERTILIZER** - Fertilizer shall be in new, clean, sealed, and properly labeled bags or containers. Fertilizer shall be protected from weather after delivery to the Project. Fertilizer shall be:

1. Nitrogen, phosphoric acid, and potash (N-P-K) in percentages recommended in the Soil Analysis Report, uniform in composition, free flowing, and suitable for application
2. Agriform 21-gram plant tablet; or
3. Other fertilizer accepted by the Engineer.

The Contractor may purchase the required fertilizer, but prior to purchase; the Contractor

shall submit the list of required fertilizer and their respective price to the Engineer for approval. Cost of fertilizer shall be paid by Bid Item No. 3, Fertilizer of the Proposal Schedule.

The Contractor shall apply fertilizer as scheduled in the Maintenance of Landscaped Areas Task and Frequency Matrix in the Appendices and will notify the Engineer of the same. The Contractor shall submit a record of area fertilized, date applied, and amount used to the Engineer within 24 hours of application.

- (B) **PESTICIDE & HERBICIDE** - Insecticides, fungicides and other pesticides shall be applied as needed to control insect pest and disease. Herbicides may be used for weeding control. The Contractor shall obtain written approval from the Engineer before using pesticides and or herbicides. The Contractor may purchase pesticide and herbicide from suppliers, but prior to purchase, the Contractor shall submit a list of needed pesticide and or herbicide and their respective price to the Engineer for approval. Cost for the pesticide and herbicide shall be paid by Bid Item No. 4, Pesticide and Herbicide of the Proposal Schedule. Pesticide and herbicide purchased without the Engineer's approval shall not be paid.

If the Contractor chooses to use restricted pesticides, the Contractor shall obtain a Category 6, Certification for Commercial Applicators for Restricted Pesticides from the Department of Agriculture. The processing, handling and application must be performed by a person or under the direct supervision of the person possessing the above certificate. A copy of the certificate shall be submitted to the Engineer.

All work shall be performed in strict compliance with the manufacturer's label and or Material Safety Data Sheet (MSDS) as applicable and in accordance with State, Federal and local regulations and laws. A copy of the MSDS shall be submitted to the Engineer as a part of his approval to use pesticide and or herbicide and a copy shall be maintained by the Contractor at the job site during processing, handling and application of pesticides and or herbicides.

Refer to Section 10.11(C)1, Mandatory Training, for the required annual training for the Contractor's employees who are involved in the application of pesticide and herbicide.

- (C) **PLANT REPLACEMENT** - Replacement plants shall be the same species, spread and height. The Engineer will inspect plants at place of growth and after delivery to the Project. Each tree shall be tagged by the Engineer with consecutively numbered plastic tamper resistant self-locking seal with a breaking strength of 55 lbs. Seals shall remain on trees and only be removed by the Engineer. Plants not conforming to the Contract requirements shall be rejected.
- (D) **COMPOST** - Compost shall meet the requirements of the United State Composting Council (USCC) Seal of Testing Assure (STA) program. Compost shall be the result of the biological degradation and transformation of plant-derived materials under controlled conditions designed to promote aerobic decomposition. Compost shall be

stable regarding oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment. The compost shall have a moisture content that has no visible free water or dust produced when handling the material. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residual, manure or other agricultural residuals, forest residues, bark, and paper. Ensure compost and wood chips do not contain any visible refuse, other physical contaminants, or any substance considered harmful to plant growth. Provide compost meeting all applicable 40 CFR 503 standards for Class A biosolids and State of Hawaii Department of Health public health and safety regulations.

- (E) MULCH - Mulch must be shredded bark and coconut husks, wood chips, or macadamia husks; these materials may be partially composted before use. Wood chips produced on site from tree trimmings may contain leaves and small twigs. Maximum size shall be 3 inches by 1-1/2 inches by 1/2 inch thick

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 landscape maintenance operations or failure to follow a contractual requirement e.g. failure to have the CLT-Exterior/Maintenance personnel during landscape maintenance operations as specified by Section 10.2 of the Specifications, as applicable.
- (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 obviously hazardous. The Engineer shall document safety or hazardous incidents.
- (D) Work may continue once the hazard has been rectified or removed and or contractual deficiencies have been corrected. The Contractor shall obtain the approval from the Engineer prior to resuming work.
- (E) The Contractor shall not be given additional time past the required completion date of any 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 COORDINATION OF WORK

- (A) All work under this contract shall be coordinated with the State. Contact information is as follows:

Engineer	Point of Contact
Eric Fujikawa District Engineer (DE) – Kauai District Phone: 808-241-3015 Fax: 808-241-3011 Email: eric.i.fujikawa@hawaii.gov	Authorized Representative of the DE Mr. Lyle Tabata Maintenance Engineer – Kauai District Phone: 808-241-3032 Email: lyle.tabata@hawaii.gov

10.10 HOURS OF OPERATION

- (A) Regular Working Hours for Maintenance of Landscaped Areas. The Contractor shall be available to provide the specified services during daylight hours, from 6:30 am to 3:00 pm, Monday through Friday, except for State holidays. Refer to Section 1.38, Working Day of the Special Provisions.

10.11 SAFETY

- (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 its employees shall exercise due care in performing any work. The Contractor and its employees maybe subject to slip, trip, fall, vehicular hazards, chemical hazards, noise hazards and other workplace hazards. **The Contractor shall maintain an internal aggressive safety program.** Refer to Section 10.14, Submittals/Reports Summary and Section 10.11(D), Safety Plan of the Specifications for the required Safety Plan.
3. All methods and practices shall be in accordance with the U.S. DOL, Occupational Safety and Health Standards, American National Standard Institute (ANSI) Z133.1 -2006, Safety Standards, state occupational safety and health standards and safety regulations promulgated by local other governmental agencies.
4. 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. Refer to Section 10.4(N), Closing of Lanes, Traffic Control of the Specifications for the required training of traffic control personnel and procedures in the approval process for requesting closing of lanes and traffic control.

5. Contractor shall at all times conduct his 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. Workers shall present a professional appearance and conduct themselves in a professional manner at all times.
6. While working in right-of-way areas, all employees shall wear OSHA approved safety equipment, as applicable, including but not limited to: head protection, safety hardhat, hearing protection, 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. Vest shall be the appropriate safety apparel that meets current ANSI/ISEA 107 and the U.S. Department of Transportation's MUTCD Section 6D.03. Cost of employee's personal protective equipment (PPE) shall be incidental to the cost of maintaining landscaped areas services.

(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 Material Safety Data Sheet (MSDS) as applicable and in accordance with State, Federal and local regulations and laws. A copy of the MSDS shall be submitted to the Engineer **two days prior to the scheduled use** for his approval prior to use **or immediately notify the Engineer by phone or fax for his verbal approval** in cases of emergency situations which occurs during off hours. A copy of the **MSDS** shall be submitted to the Engineer by close of business the following working day. Refer to Section 10.14, Submittals/Report Summary of the Specifications for other miscellaneous submittals. Contractor employees who are involved in the application of pesticides and herbicides shall complete a video training as specified in Section 10.11(C)l of the Specifications. The Contractor at the jobsite shall maintain a copy during handling chemicals. The Contractor is responsible in notifying personnel about the existence of hazardous chemicals in 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. Retraining shall be repeated annually thereafter. The Contractor shall contact the Engineer for information on mandatory training and upon completion, the Contractor shall submit the training completion report as a part of the submittals as specified in Section 10.14, Submittals/Reports Summary of the Specifications.

Training completion report should contain, as a minimum, name of personnel attending, date, title of video, signature of person administering the training (or official of the firm).

2. Training once every two years. 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 to discuss and train on the 2011 State Highway Manual for Sustainable Landscape Maintenance (HMSLM). The Engineer will notify the Contractor to schedule the training. Training will convene on the 1st and 3rd term of the contract as applicable, or as determined by the Engineer. Attendees are required to pass a written exam at the end of the training in order to fulfill the requirements of the training.
3. Cost of time spent on mandatory training shall be incidental to the unit price of maintaining landscaped areas services. The run time for the video in Section 10.11.C(1) above is one-half hour and the departmental training in Section 10.11.C(2) will be for approximately two days (per two years).

(D) Safety Plan

1. As a minimum and as applicable, shall contain the following information: project number, project title, contract number, activity description, hazard, action required to remove or 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, required personal protective equipment, required as specified by Section 10.11(A)6 of the specifications.
2. This plan shall be submitted as specified by Section 10.14, Submittals/Reports Summary of the Specifications and by the HMSLM or resubmitted within seven (7) working days prior to commencement of the work when there are revisions. Refer to Section 1.42 of the Special Provisions for the definition of "HMSLM "

The Contractor shall discuss safety plans in accordance with Section 10.15, Pre- start Meeting of the Specifications.

3. The Safety Plan shall be prepared/developed/signed by a person who is knowledgeable (i.e. trained and certified) about the fundamental principles of occupational safety and health and work activities to be performed.

During the pre-start meeting, the Contractor shall submit a copy of the certificate of training of the person who prepared the Safety Plan.

The following certificates from the following training sources are acceptable:

- a. Construction Health and Safety Technician from the Board of Safety Professionals.
- b. Specialist in Safety and Health from the OSHA Training Institute
- c. Equivalent certificates to above.

TriSafety Consultation and other safety consultants will provide services in the preparation, development and certification of a Safety Plan.

4. The Contractor shall submit and discuss about his Safety Plan in accordance with Section 10.15, Pre-start Meeting of the Specifications. This plan shall be submitted as specified in Section 10.14, Submittals/Reports Summary of the Specifications within seven (7) working days prior to the commencement of the work when there are revisions.
5. Refer to Section 7.4, Responsibility for Injury and Damage of the Specifications for the Contractor's accountability and responsibility for injury and damage.
6. Cost involved in the development and certification of the Safety Plan shall be incidental to the cost of maintaining landscaped areas services.

10.12 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.

10.13 WORK SCHEDULE

The Contractor shall bring the project up to specifications within thirty (30) days of the contract's Notice to Proceed date. If the Contractor is unable to bring the project up to specifications within thirty (30) days, he shall request a time extension from the Engineer. Failure to bring the project up to specifications or to request a time extension may result in an unsatisfactory rating for this period. It is the Contractor's responsibility to ensure that adequate labor, equipment, and tools are provided for landscape maintenance.

The Contractor shall furnish a monthly 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 a work period of not less than three (3) days per week. The schedule shall be submitted on the first day of the period and may be revised by the State at any time. The Contractor shall maintain and revise the work schedule to be current at all times. Progress payments shall be withheld until such time as a satisfactory work schedule is received by the Engineer. The State reserves the right to instruct the Contractor to work in areas other than his scheduled areas if such areas require immediate attention.

Contractor shall employ an English-speaking Lead Maintenance Person/Highway Maintenance Supervisor to supervise the work. Required minimum number of CLT Exterior/Maintenance Lead Maintenance Person/Highway Maintenance is specified in Section 10.2(A). Contractor's Lead Maintenance Person/Highway Maintenance and the Engineer will meet no less than once per month to review the work site to ensure compliance with the contract specifications and standards. At this meeting, Contractor's Lead Maintenance Person/Highway Maintenance shall submit a monthly written report listing major accomplishments for the previous month, notable problems, schedule changes and goals and deadlines for the coming month. These meetings shall be documented by the Engineer.

10.14 SUBMITTALS/REPORTS SUMMARY

The Contractor shall submit the following submittals/reports as a hard copy or in a format as requested by the Engineer.

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
1	Names, Telephone Number(s) and Addressee(s) of Contact for Contractual issues.	Section 10.15 Pre-start Meeting of the Specifications.	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Kauai District's representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (continuation)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
2	Work Schedules	Section 10.13 Work Schedule, of the Specifications Section 10.9 Coordination of Work and Section 10.15 Pre-start meeting, of the Specification	During pre- start meeting	Monthly	Engineer – Kauai District’s representative (Point of Contact).
3	List of personnel employed under the contract along with individual qualifications	Schedule of Submitting Required Documents and Section 10.15 Pre-Start Meeting of the Specifications	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Kauai District’s representative (Point of Contact).
4	Weight Tickets	Section 10.4(L)2 General Clean Up, of the Specifications	Twice a month or as requested by the engineer	As revised	Engineer – Kauai District’s representative (Point of Contact).
5	Reporting of Hazardous Conditions and Danger to Landscaped Areas	Section 10.4(M) Reporting of Hazardous Conditions and Damages to Landscaped Areas, of the Specifications	As required	As needed	Engineer – Kauai District’s representative (Point of Contact).
6	Safety Plan	Section 10.11(D) Safety Plans of the Specifications	During Pre- start meeting	As needed/as revised	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Kauai District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (continuation)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
7	Traffic Control Plan	Section 10.4(N) of the Specifications	Seven (7) working days prior to the schedule lane closure	As revised.	Engineer – Kauai District’s representative (Point of Contact).
8	Safety Data Sheet	Section 10.11(B)2 of the Specifications	Two working days prior to use or immediately for emergence situations	As needed	Engineer – Kauai District’s representative (Point of Contact).
9	Record of herbicide application	Section 10.4(H) Spraying Herbicide & Pesticide, of the Specifications and Appendix I Sample Record of Herbicide Application, of the Appendices	Weekly or as requested by the Engineer	Weekly or as requested by the Engineer	Engineer – Kauai District’s representative (Point of Contact).
10	Record of fertilizer application	Section 10.7(A) Fertilizer, of the Specifications	After each application	As needed	Engineer – Kauai District’s representative (Point of Contact).
11	Copy of certificate, Category 6, Certification for Commercial Applicators for Restricted Pesticides from the Department of agriculture	Section 10.7(B) of the Specifications	Required if the Contractor chooses to use restricted pesticides	As needed	Engineer – Kauai District’s representative (Point of Contact).
12	Video Training Completion Report	Section 10.11(C)1 of the Specifications	Prior to application	Initial and Annually	Engineer – Kauai District’s representative (Point of Contact).
13	Certified Payroll Report.	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.	Monthly.	Engineer – Kauai District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (continuation)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
14	Annual Report of Plant Inventory, Comparison and Requirement Checklist	Section 10.4(O) Landscaped Areas Comprehensive Annual Inspection, of the Specifications	2 nd Monday on the 4 th month after the Notice to Proceed date; 2 nd Monday on the 4 th month from the beginning of each contract term and Sixty (60) day prior to the end of the last term of the contract	As revised.	Engineer – Kauai District’s representative (Point of Contact).

10.15 PRE-START MEETING

Three (3) working days prior to the Notice to Proceed date or earlier, the Contractor shall schedule a pre-start meeting by contacting the State at the phone number or email address as specified in Section 10.9 Coordination of Work, of the Specifications. This meeting will include the Engineer, his authorized representative and other personnel as deemed necessary by the Engineer. The Contractor shall include and introduce the main contact person or Crew Supervisor for this project. Pursuant to Section 10.14 Submittals/Reports Summary, of the Specifications, **the Contractor shall be prepared to discuss and submit the specified documents that are listed in the table of this section** prior to the Notice to Proceed including, but not limited to the following:

- (A) Verification of the quantities of equipment and location.
- (B) Coordination of access to the working areas as applicable.
- (C) List of available State-furnished materials, supplies.
- (D) Verification of quantities in the Proposal Schedule and boundaries of working areas.
- (E) Equipment List/Lease Agreement, as applicable.

10.16 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 than succeeding contract extension amendments.

10.17 OPTION TO EXTEND TERM

Subject to the satisfactory performance of the Contractor and the availability of State appropriations, this contract may be extended for FOUR (4) ADDITIONAL twelve (12) month periods, at the option of the State provided:

- A. The option to extend is exercised by the State, prior to the expiration of the term of the existing contract;
- B. The contract may be extended for FOUR (4) additional twelve (12) month periods without the necessity for rebidding, upon mutual agreement in writing to extend by the State and Contractor;
- C. The total term of the contract, including any and all extensions, shall not exceed SIXTY (60) MONTHS.

10.18 ESCALATION CLAUSE

If the State and Contractor mutually agree to extend the contract, in accordance with Section 10.17 Option to Extend Term, the Contractor shall be given a price escalation, effective at the start of each extension term of TWO (2) percent over the previous term’s applicable unit price(s). The agreement to extend shall be a formal written approval by the State and Contractor

10.19 BASIS FOR PAYMENT

The Contractor's bid price shall be full compensation for furnishing technical expertise as applicable, labor, technical knowledge and skills, material, tools, equipment, lubricants, chemicals, vehicles, communication costs, taxes, insurance, overhead, travel, and incidental costs necessary to maintain, inspect and electrical equipment as specified in this contract.

Incidental costs include, but are not limited to the following:

Item	Reference	Item	Reference
Vehicle logo	Section 10.2(A)4.c.i of the Special Provisions.	Personnel Protective Equipment (PPE).	Section 10.11(A)8 of the Specifications.
Employee uniform (shirt, T-shirt, coverall, etc.)	Section 10.2(C)1 of the Special Provisions.	Development and certification of a safety plan.	Section 10.11(C)4 of the Specifications.
Disposal of rubbish and litter	Sections 10.4(L)1 and 10.4(L)2 of the Specifications	Mandatory training	Section 10.11(C) of the Specifications
Plantings requiring additional tasks	Sections 10.4(J) of the Specifications	Development and certification of a safety plan	Section 10.11(D)3 of the Specifications

Maintenance of landscaped areas will be paid for on the following basis:

- (A) Monthly Earnings. Computed as follows:
1. For **Bid Item Nos. 1 and 2** -monthly earnings shall be per unit bid price as specified in the Proposal Schedule.
 2. Application of Fertilizer (**Bid Item No. 3**). Refer to Sections 10.4 (G) Fertilizing and 10.7(A) Fertilizer, of the Specifications for more information.
 3. Application of Herbicide/Pesticide Work (**Bid Item No. 4**) - Herbicide/Pesticide Work will be used only at the discretion of the Engineer for herbicide and/or pesticide work within the project area. Refer to Section 10.4 (H) Spraying Pesticide and Herbicide, of the Specifications for the work involved.
- (B) Miscellaneous Work – Miscellaneous Work (**Bid Item 5**) will be used only at the discretion of the Engineer for miscellaneous work within the scope of work and within the project area. The cost of miscellaneous work shall be negotiated in a manner similar to Section 4.5 Price Adjustment, of the Specifications and if approved, will be paid by the respective allowance. Refer to Section 10.4(P) Miscellaneous Work of the Specifications for more information.
- (C) Deductions (as applicable)
1. If the Contractor fails to maintain the designated landscaped areas satisfactorily as required in Section 10 - MAINTENANCE OF LANDSCAPED AREAS, a deduction from the monthly earnings will be made as follows:
Deductions= Percent(%) estimated by the State as incomplete or unsatisfactory work X monthly earnings
The deduction(s) shall be retained by the State and shall not be paid to the Contractor. An explanation report with substantiating evidence shall be filed by the Engineer.
 2. Liquidated Damages - computed as specified in Section 8.4.d.ii of the Special Provisions. The amount shall be retained by the State and shall not be paid to the Contractor. An explanation report with substantiating evidence shall be filed by the Engineer.
 3. Retainage - computed as specified in Section 9.2 Retainage/Deduction from Payment, of the Specifications and deducted in accordance with Section 9.4.d.iii of the Special Provisions. Refer to Section 8.2 Retainage/Deduction from Payment, of the Special Provisions for retainage invoicing procedures.

- (D) Total Monthly Payments. The total monthly payments payable to the Contractor for maintenance of landscaped areas will be the applicable monthly earnings in Section 10.19(A) Monthly Earnings, of this section plus the applicable miscellaneous work in Section 10.19(B) Miscellaneous Work, of this section minus the applicable deduction(s) Section 10.19(C) Deductions, of this section.

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS
HONOLULU, HAWAII

APPENDICES

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Project No. HWY-KM-2025-70 (Irrigation Notes)

APPENDICES
(continuation)

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Appendix H – Sample – Notice to Proceed Letter for Miscellaneous Work

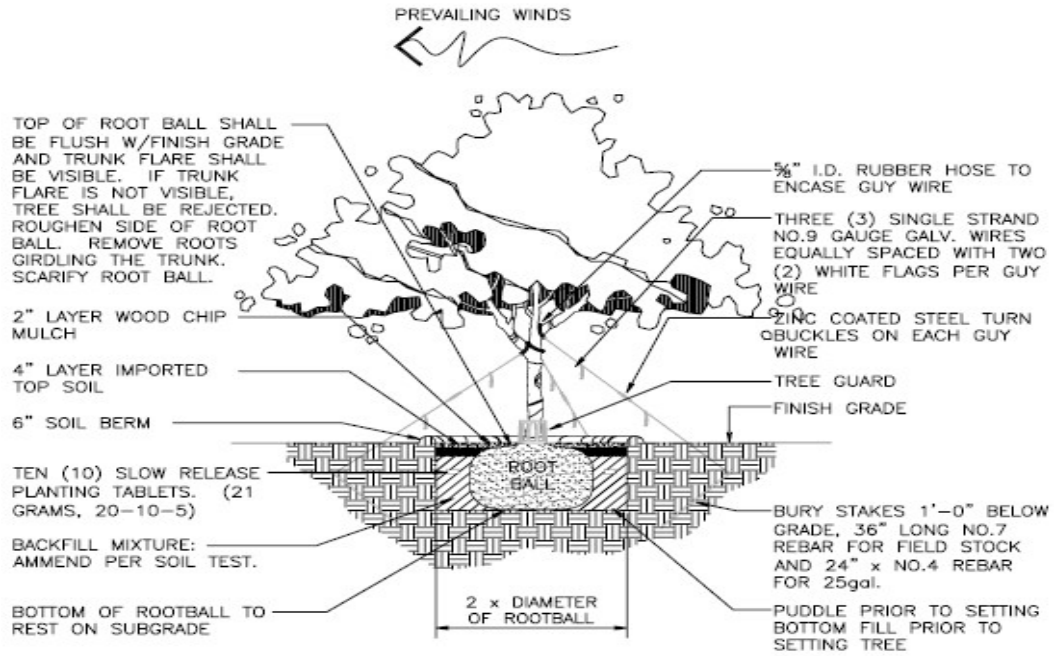
Appendix I – Sample – Herbicide Application Record

Appendix J – Contractor Performance Rating Form

Appendix J1 – Sample – Monthly Invoice

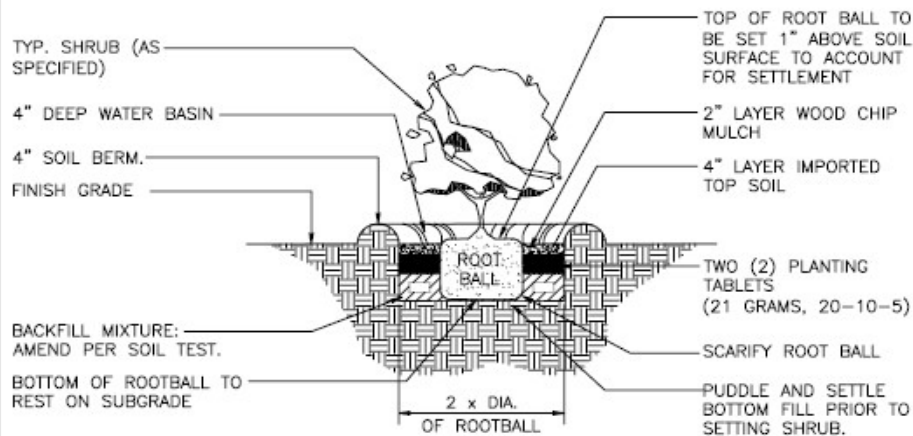
Appendix J2 – Sample - Certified Payroll Report

Appendix A Tree and Shrub Planting Detail



NOTE:
TRUNK MUST BE PROTECTED FROM ROPE SLING BURNS AND ABRASIONS DURING MOVING. TREE SHALL BE PLUMB. IF TREE IS LEANING AT THE END OF THE PLANT ESTABLISHMENT PERIOD, THE TREE SHALL BE REJECTED.

② CONTAINER TREE PLANTING DETAIL
SCALE: N.T.S.



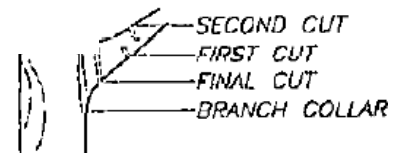
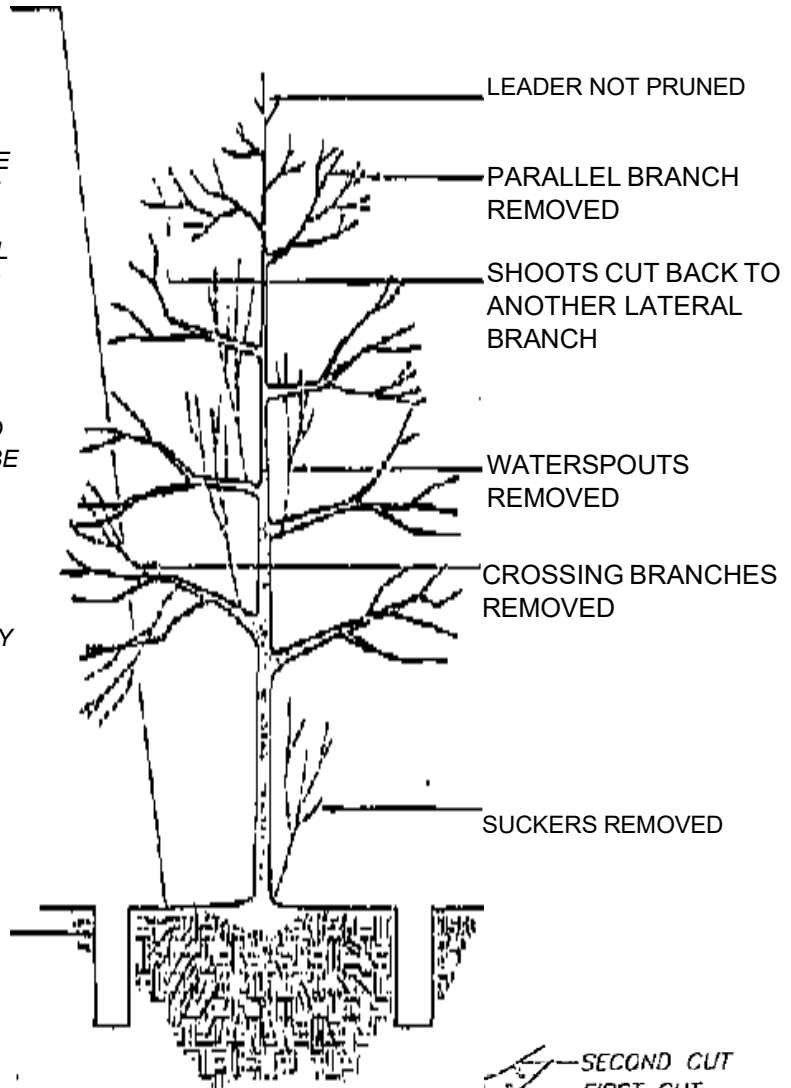
⑨ SHRUB PLANTING DETAIL
SCALE: N.T.S.

Appendix B

TREE PRUNING DETAIL

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

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

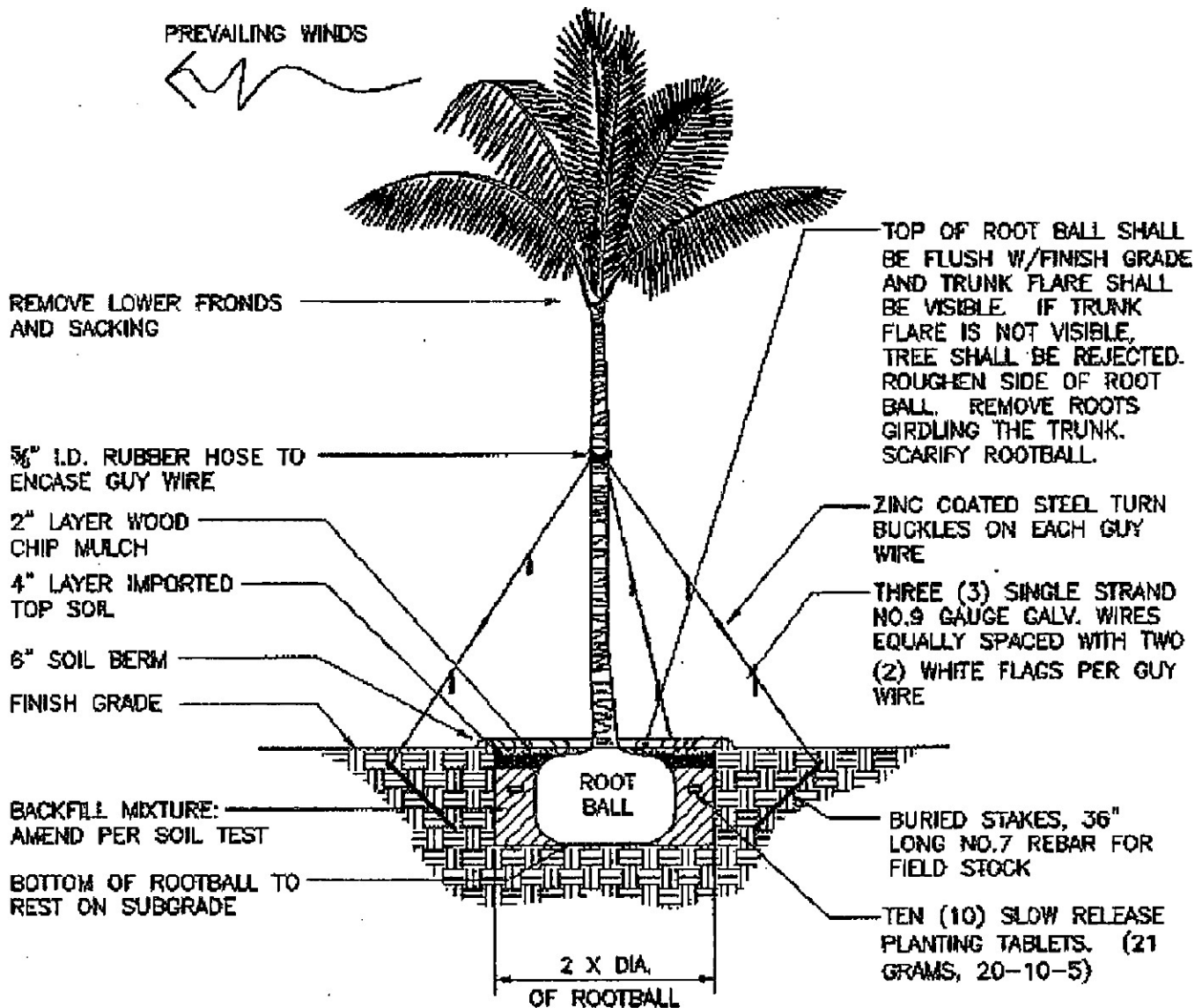


TYPICAL BRANCH REMOVAL

NOTES:

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

APPENDIX C
PALM PLANTING DETAILS



NOTES:

1. TRUNK MUST BE PROTECTED FROM ROPE SLING BURNS AND ABRASIONS DURING MOVING.
2. WATER HEAVILY TO INSURE SOIL SETTLES AROUND ROOTS.
3. TREE SHALL BE PLUMB. IF THERE IS LEANING AT THE END OF THE PLANT ESTABLISHMENT PERIOD, THE TREE SHALL BE REJECTED.
4. PROTECT HEART AND TIP FROM DAMAGE AND BREAKAGE DURING TRANSPORTING AND TRANSPLANTING.

⑦ PALM PLANTING DETAIL
SCALE: N.T.S.

APPENDIX D

INVASIVE PLANT REMOVAL

INVASIVE PLANT	REMOVAL INSTRUCTIONS
Guinea Grass [<i>Panicum maximum</i>]	Susceptible to glyphosate, including drizzle application. Cut grass over 24" to 6" above grade and apply glyphosate (i.e. RoundUp). Young plants are susceptible to selective grass killers.
Sleep Grass [<i>Mimosa pudica</i>]	Very Sensitive to picloram (0.25 lb/acre), sensitive to triclopyr (1 lb/ acre)
Wiregrass [<i>Eleusine indica</i>]	Sensitive to MSMA
Kyllinga [<i>Cyperus brevifolius</i>]	Remove by hand. Few herbicides are effective in controlling nutsedge, either because of lack of selectivity to other plants or lack of uptake.
California Grass [<i>Brachiaria mutica</i>]	Drizzle application of glyphosate at 1 lb/acre.
Maile Pilau [<i>Paederia foetida</i>]	If the Maile Pilau vine is not climbing over desirable vegetation, apply direct application to foliage with triclopyr herbicide and cut stem/stump at the ground and apply herbicide and follow-up at least once with a second application. If Maile Pilau is climbing over desirable vegetation, cut the stump and apply triclopyr herbicide (i.e. Garlon 4, etc.), and follow-up at least once with a second application. Exercise caution when removing the climbing Maile Pilau plant from the desirable vegetation.
Ivy Gourd [<i>Coccinia grandis</i>]	Except for bagging fruits, physical control is not recommended. Grubbing or hand pulling generally does not kill the plant; rather, it breaks up into multiple plantlets which can grow back from roots or stems that touch the ground. Ivy gourd plants have responded well to a thin-line basal bark application of 100% Garlon 4 (triclopyr). If there are multiple stems, apply multiple times. Make sure to apply the triclopyr to each section that touches the ground. Leave the plants in place. Do not pull plants out of the trees or off of walls or fences, as this multiplies the number of plants and prevents translocation of the herbicide. The cut stump method is not recommended as it will lead to multiplying plants and prevents translocation of herbicide to the rest of the vine.
Mysore Thorn/ Cat's claw [<i>Caesalpinia decapetala</i>]	Cat's Claw is extremely prickly and attempts at physical control must be done carefully. This plant is sensitive to foliar applications of glyphosate and triclopyr, and to soil applications of tebuthiuron. Adequate coverage of Cat's Claw foliage in dense infestations is difficult. Timely repeat applications (every 3-9 months) of triclopyr ester at 0.25 lb/acre allows gradual reductions and opening of the canopy and eventual control. This strategy not only stresses the Cat's Claw over a longer period but also controls newly germinated Cat's Claw
Shoebuttan [<i>Ardisia elliptica</i>]	Small numbers of seedlings and shrubs can be eliminated by pulling and grubbing. A broadcast spray of glyphosate (i.e. Roundup) is effective in killing dense stands of seedlings but will also kill native plants. Larger plants can be killed by applying a basal spray of triclopyr (i.e. Garlon 4) mixed with an oil diluent.

Appendix E

MAINTENANCE OF LANDSCAPED AREAS TASK AND FREQUENCY MATRIX

Section 10.5	TASK	MONTH												ANNUAL TOTAL
		J	F	M	A	M	J	J	A	S	O	N	D	
(A)	Mowing	2	2	2	2	2	2	2	2	2	2	2	2	24
(B)	Edging and trimming – Grass	2	2	2	2	2	2	2	2	2	2	2	2	24
(B)	Edging and Trimming – Vines and Ground Cover	2	2	2	2	2	2	2	2	2	2	2	2	24
(C)	Weeding	2	2	2	2	2	2	2	2	2	2	2	2	24
(D)	Caring of Shrubs	1	1	1	1	1	1	1	1	1	1	1	1	24
(D)	Trimming of Shrubs	1	1	1	1	1	1	1	1	1	1	1	1	12
(D)	Mulching	As Requested by the Engineer												
(E)	Controlling vegetation intrusion of right-of-way line	2	2	2	2	2	2	2	2	2	2	2	2	24
(F)	Watering	In accordance with Section 10.5(F)												52
(G)	Fertilizing – Lawn, Shrubs, Tress	In accordance with Section 10.5(G)												-
(I)	Clearing gutters, swales, and ditches	2	2	2	2	2	2	2	2	2	2	2	2	24
(H)	Spraying pesticide & herbicides	As Requested by the Engineer												
(J)	Plantings requiring additional/ special Tasks	In accordance with Section 10.5(J)												
(K)	Invasive Plant Removal	2	2	2	2	2	2	2	2	2	2	2	2	24
(H)	Spraying Pesticides & Herbicides	As Needed												
(L)	Removing and disposing rubbish and debris and litter (i.e. paper, cans, bottles, cigarette butts, etc.), including waste material resulting from the work activities	Twice a week, and required after any work activities												104
(M)	Reporting of Hazardous Conditions and Damages to Landscaped Areas	As Needed												
(N)	Closing of Lanes/Traffic Control	As Needed												
(O)	Landscaped Areas Comprehensive Annual Inspection	In accordance with Section 10.5(O)												1

APPENDIX F
SAMPLE -TROUBLE CALL/EQUIPMENT SERVICE
MAINTENANCE REPORT

Date: _____

Sheet No.: _____

Project No.: **HWY-KM-2025-70**

Contract No.: _____

Project Title: MAINTENANCE OF LANDSCAPED AREAS, KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD, AND KALAMANIA ROAD, ISLAND OF KAUAI, PROJECT NO. HWY-KM-2025-70

Contractor: _____

Location (i.e. mile post no, etc.) _____

Date of Service Call: _____

Name of Person(s) Making Call: _____

Time In, Time Out at Site: _____

Person(s) Contacted: _____

Name of Service Call – (Routine Maintenance or Emergency – Explain) _____

Equipment Readings and Maintenance Performed (Listed all items serviced): _____

Remarks and Recommendation: _____

Printed Name of Submitter: _____

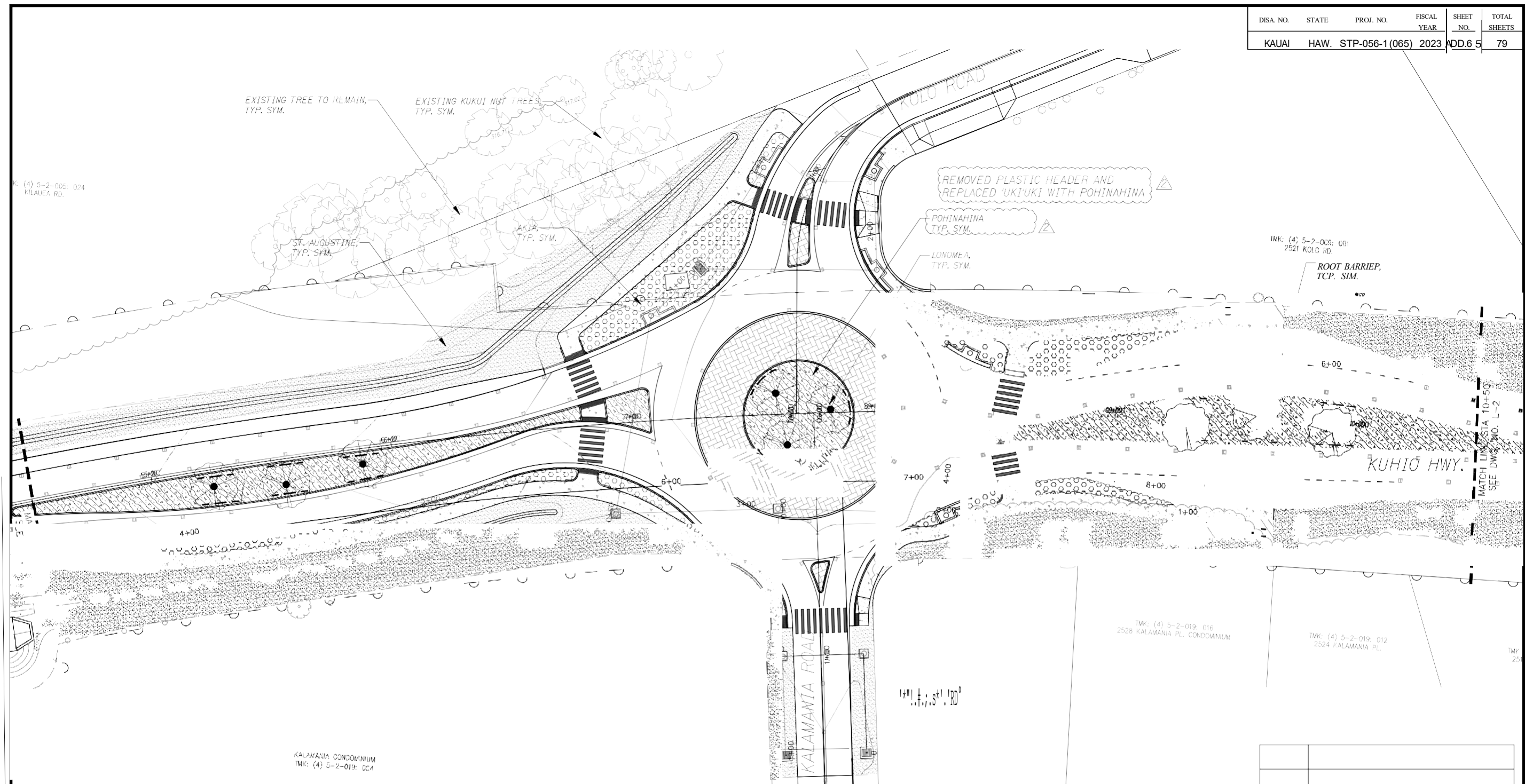
Signature of Submitter.: _____

Appendix F1
Summary of Required Annual Inspection

Type of Inspection	Required for contract extension	Required for contract closing	Includes the following:	Reference
	2 nd Monday on the 4 th month after Notice to Proceed date and 2 nd Monday on the 4 th month from the beginning of each contract term	Sixty (60) days prior to the end of the last term of the contract [i.e. after four (4) contract extension, etc.]		
Comprehensive Annual Inspection (Landscaped Areas)	x	x	<ul style="list-style-type: none"> (a) Plant inventory, (b) Plant list comparison and replacement list, (c) Liquidation damages assessed, (d) Soil test of troubled planting areas, (e) Fertilization schedule review (f) Herbicide schedule review, (g) Invasive species, (h) Discretionary fund projects for coming year, (i) Professional credential review and (j) Maintenance sustainability recommendations 	Section 10.4(L) Comprehensive Annual Inspection, of the Specifications

Appendix Ci
Location Planting Plan

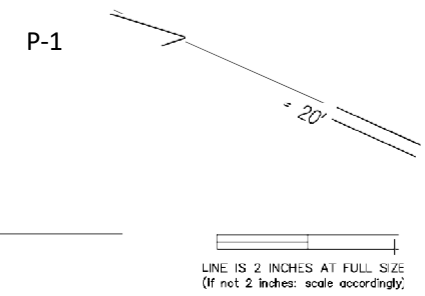
DISA NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
KAUAI	HAW.	STP-056-1(065)	2023	ADD.65	79



ORIGINAL PLAN	DATE
DESIGNED BY	
QUANTITIES BY	
CHECKED BY	
NOTE BOOK	
No. ADD.2	

ALL NEW PLANTING SHALL HAVE A TEMPORARY IRRIGATION SYSTEM. REFER TO TEMPORARY IRRIGATION NOTES, SHEET LG4

APPROVED:
Robert Aoki
FOR COUNTY ENGINEER
DEPARTMENT OF PUBLIC WORKS
COUNTY OF KAUAI



R. Stanley Burian
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
No. 5815
STATE OF HAWAII

DATE OF EXPIRATION: 12/31/24
SIGNATURE: *R. Stanley Burian*

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

10/23/23 REVISED SHEET

DATE: HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PLANTING PLAN
Kuhio Highway Intersection Improvements at Kolo Road and Kalamania Road
Federal Aid Project No. STP-056-1(065)

DATE: 10/21, 2022

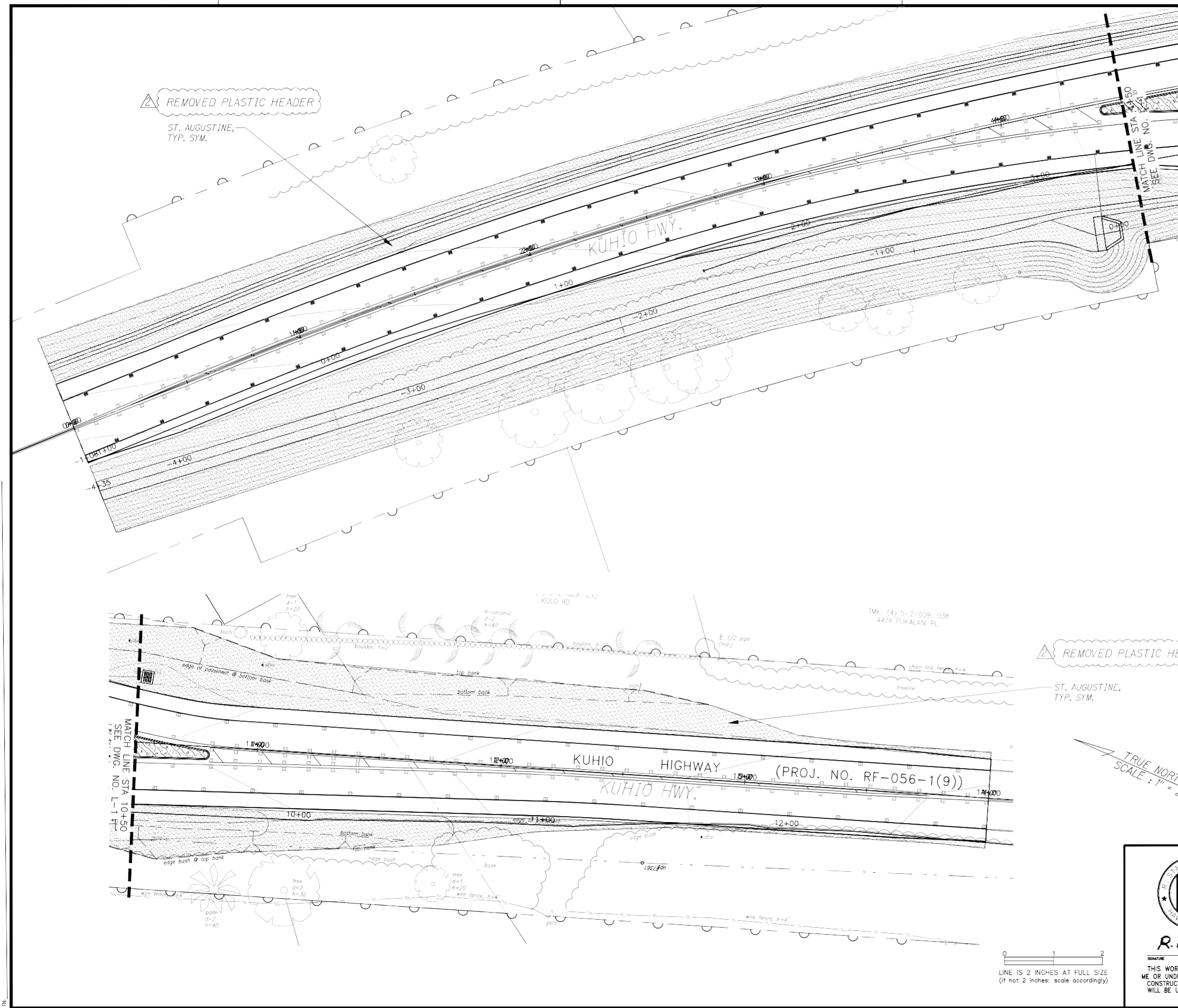
SHEET No. **L-1** OF 8 SHEETS

REVISION

03/11/2026

Appendix G (continuation)
Location Planting Plan (continuation)

DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
KAUAI	HAW.	STP-056-1(065)	2023	ADD.66	79



NOTE:
ALL NEW PLANTING SHALL HAVE
A TEMPORARY IRRIGATION SYSTEM.
REFER TO TEMPORARY IRRIGATION NOTES,
SHEET L04

DATE	BY

CHECKED BY: _____
 DESIGNED BY: _____
 NOTE BOOK: _____
 QUANTITIES BY: _____
 No. ADD.2

DATE	REVISION
10/23/23	REVISD SHEET

R. Stanley Duncan
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
No. 5815
HAWAII, U.S.A.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PLANTING PLAN

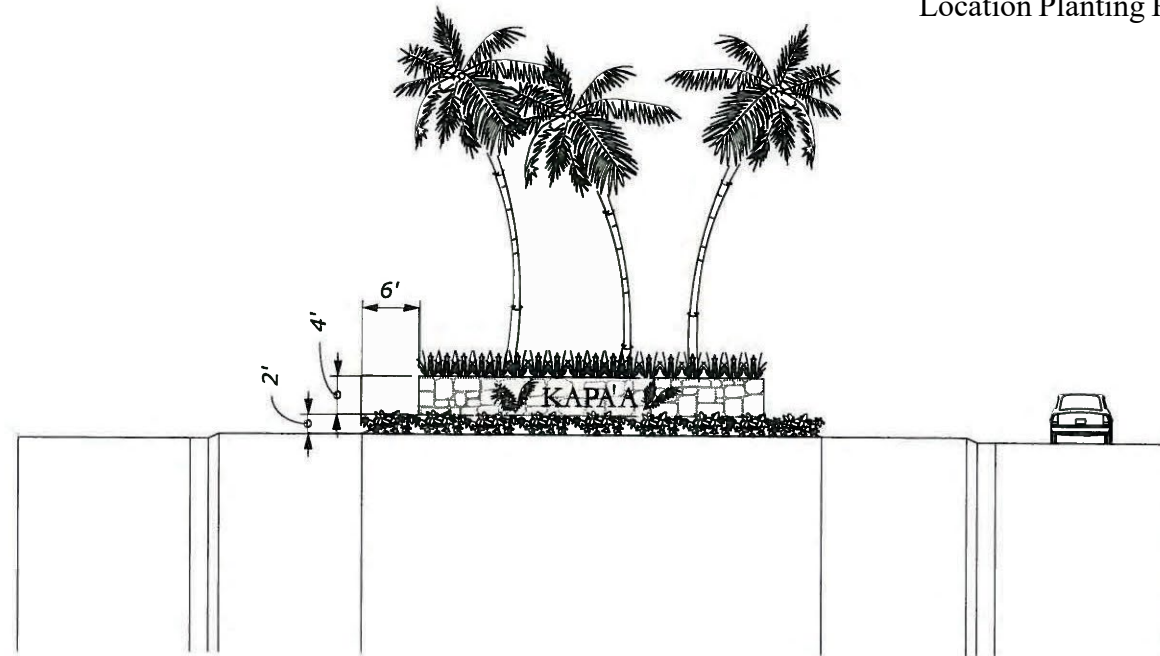
*Kuhio Highway Intersection Improvements
at Kolo Road and Kalamania Road
Federal Aid Project No. STP-056-1(065)*

Scale: 1"=20'-0" Date: 10 27, 2022

SHEET No. L-2 OF 8 SHEETS

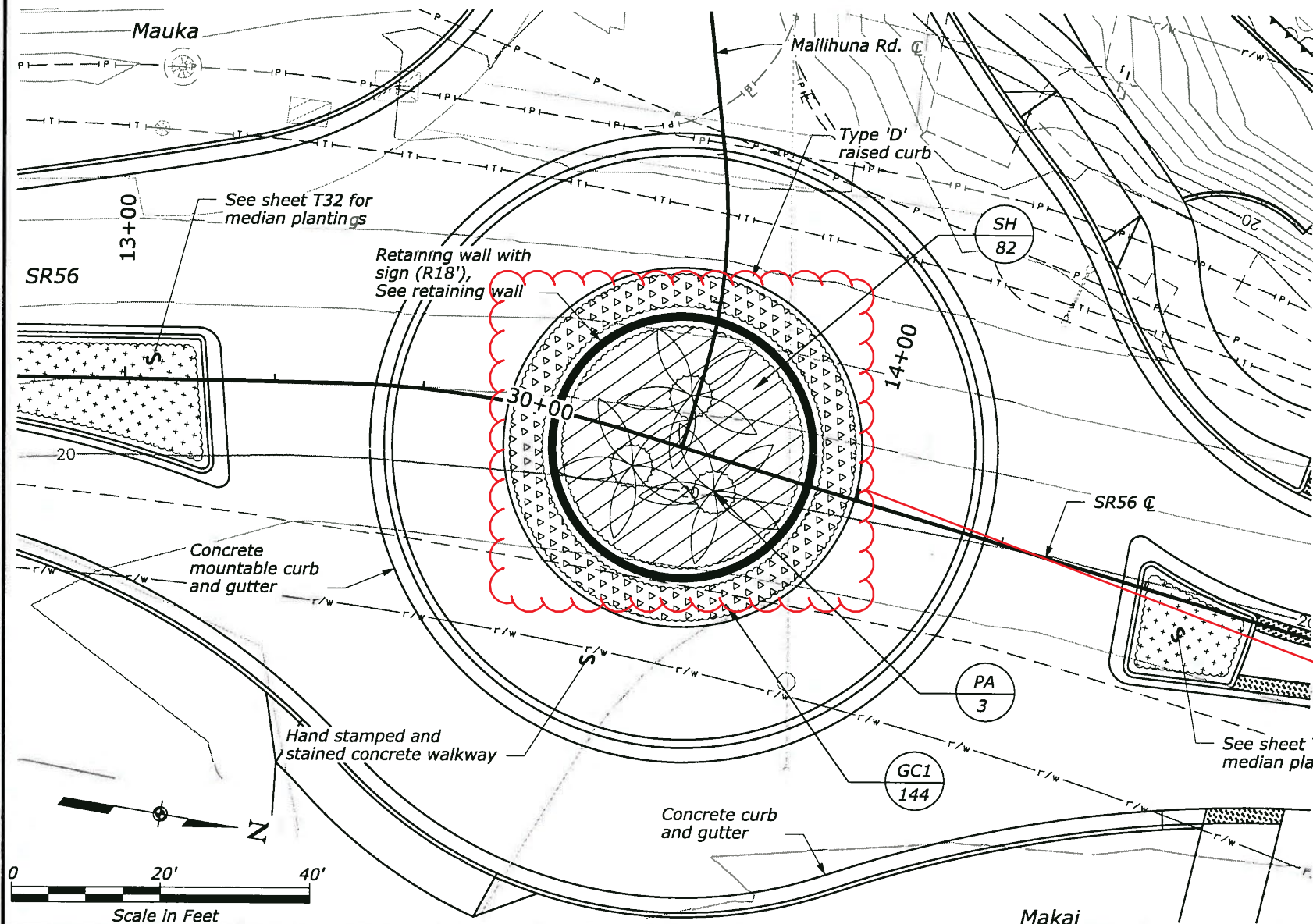
RFI 068: Acceptable to used 4'-6' trunk height.

STATE	PROJECT	SHEET NO.
HI	HI STP SR56(1)	T31



PLANTINGS SCHEDULE						
Pay Item #	Symbol	ID Tag	QTY.	Botanical Name	Common Name	Specifications
PALMS (PA)						
62632-0000		PA	3	<i>Pritchardia affinis</i>	Loulou Palm	10' Grey Wood
SHRUBS (SH)						
		SH	82	<i>Heteropogon contortus</i>	Pili Grass	5G, 18"x18", 36" On Center
GROUND COVER (GC)						
		GC1	144	<i>Sida fallax</i>	Ilima 'Papa'	1G, Full, 24" OC
		GC2	406	<i>Daniella sandwicense</i>	Ukiuki	1G, Full, 18" OC
		GC3	376	<i>Plumbago zeylanica</i>	Iliee	1G, Full, 18" OC

Installation items shown in the planting details are incidental to the landscape pay item 62632-0000 Plantings. See landscape specifications (SCR) 626.



CFL 051: *Vitex Rotundifolia* CFL 051: *Pohinahina*

STAMPED & STAINED CONCRETE			
Pay Item #	Color (Tri-Color Mix)	Stamp Pattern	Quantity
50101-3000	Grey, Tan, Charcoal	6" X 9" Cobble	2,815 SF

Stamping and staining concrete is incidental to pay item 50101-3000 Minor Concrete Pavement, Plain, 10-Inch Depth.

[RFI 009] - "Please place the irrigation system as planned per Submittal 0171 and stub out the end of the project limits on Mailihuna road"

GENERAL NOTES:

- The contractor shall verify the location of all utilities and site elements prior to installation.
- Digging in utility easements shall be by hand only.
- The contractor will provide water and labor required to hand water new landscape materials until the automatic underground irrigation system is operational.

Stub out located in water meter box in the sidewalk at station ~32+80

RFI 086: Do not plant Pili grass to be planted around the Chevron signs located within the retaining wall. Place gravel about 1' each direction from the sign (approx. 2'x6' area). Gravel may be road base or any similar material that HDCC has readily available.



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.
Signature: [Signature] Expiration Date of the License: 4/30/20

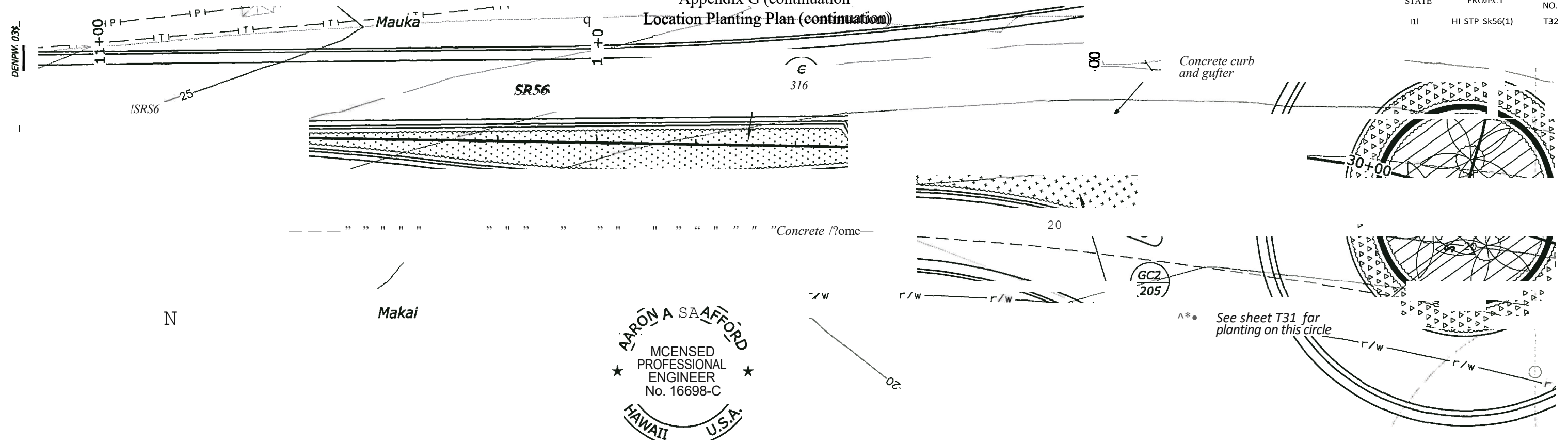
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

U.S. CUSTOMARY

**SR56 ROUNDABOUT
LANDSCAPING LAYOUT**

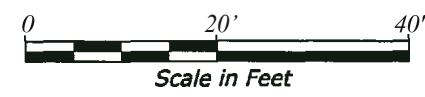
9/4/2018 4:28:03 PM \\denpwp01\pwworking\482808\205334_53\7626-01_Lay626KA-01.dgn User: DENPWP01

Appendix G (continuation)
Location Planting Plan (continuation)

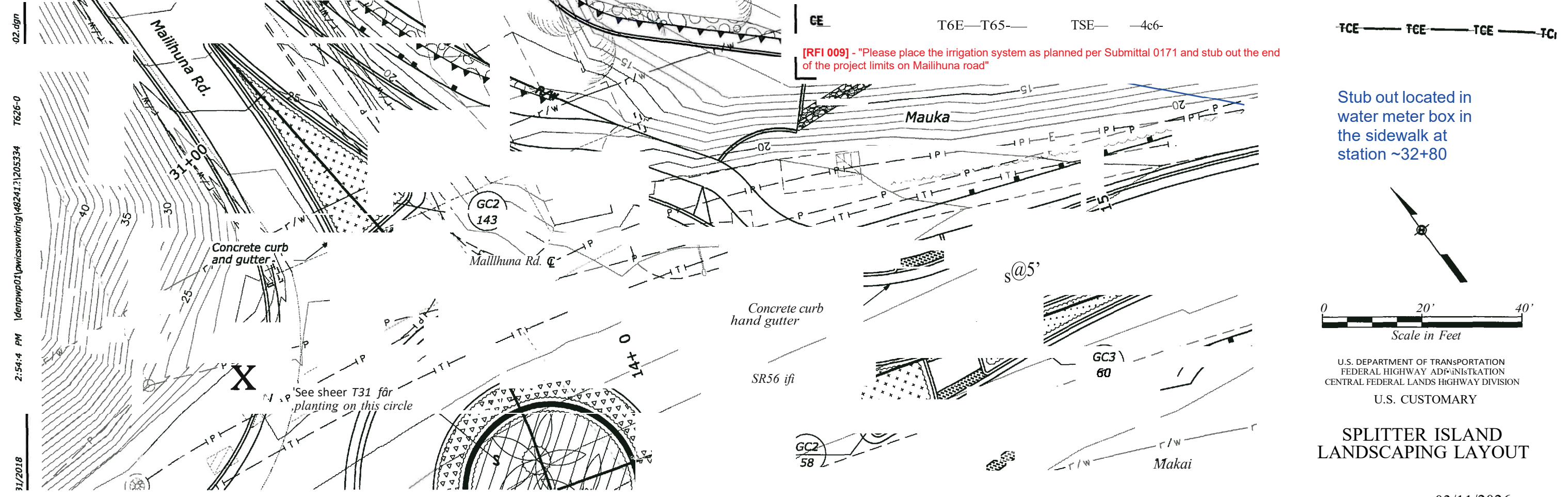


AARON A SAFFORD
LICENSED PROFESSIONAL ENGINEER
No. 16698-C
HAWAII U.S.A.

THIS WORK WAS PREPARED BY ME OR
DESIGNED BY ME OR MY FIRM.

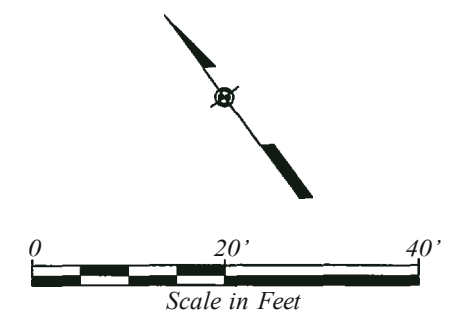


30/20
Date of the license



[RFI 009] - "Please place the irrigation system as planned per Submittal 0171 and stub out the end of the project limits on Mailihuna road"

Stub out located in water meter box in the sidewalk at station ~32+80



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
U.S. CUSTOMARY

SPLITTER ISLAND
LANDSCAPING LAYOUT

02.dgn
T626-0
2:54:4 PM | denpwp01\pwworking\48241\1205334
31/2018

Ct-4

Appendix G (continuation) Planting Notes

1. LANDSCAPE CONTRACTOR SHALL F-HELD VERIF-Y ALL PLANT OjAfiITIT1ES AND DIHEKSIOKS PRIOR TO IISTALLATIOfi. OUAHTTIES SHOKfi Ofi PLAfiIT LIST AND MATERIAL SCHEDULES ARE FOR REFERENCE O4LY, VERIFY ACTUAL OUAHTTIES AS SH044 OJ PLAfi. IN THERE IS A DISOREPA\ICY, THE PLAfiTjfiig PLAfi SHALL TAKE PREOEDEN\IOE.
2. LAHDSOAPE OONTRAOTOR SHALL BE RESPONSIBLE FOR LOCATIOIS AND PROTECTiHn EXISTING LETILITIES.
3. PRIOR TO TREE AUD !SHRUB I-HOLE EXCAVATION, ALL PLANTING LOOATIOHIS SHALL BE STAKED OUT BY COBTRAOTOR F-OR APPROVAL BI' LAHDSCAPE ARCHITECT. DO NOT PLANT UNTIL 6ROHHD I-AS BEEH PREPARED AHd F-SEE OF STORES GREATER THAN 1/y", DU SITE IS iHEAT, ORDERLY, AND TI-IE LANDSCAPE ARCHITECT ACCEPTS SITE FOR PLAfiITNiS.
4. NOTIFY LANDSCAPE AROI—IITECT OF AHY DISCREPANCIES IU PLAfiT LOCATIONS OR iHSUFF-ICIEHT PLAfiT OUAHTTIES DUE TO DIFFERENCE IN PLANS AND ACTUAL FIELD OOHIDITIOiS.
5. fiOTIFY LAfiIDSCAPE ARCHITECT 30 DAYS PRIOP TO PLAfiTjfiig OPERATIOiS FOR APPROVAL OF ALL PLAfiT MATERIAL AT PLACE OF GR04TH. ALL PLAfiT fiATERIAL NOT APPROVED BE THE LAfiIDSCAPE ARCHITECT WILL BE SUBJECT TO REJECTiOH. THE LAfiIDSCAPE ARCHITECT WILL iHSPECT PLAfiTS AT THE PLACE OF iFiROWTH AHd AFTER THE DELIYERY TO THE PROJECT. EAOH TREE SHALL BE TAfiED BE THE LAfiIDSCAPE ARCHITECT. TREES DEUYERED TO THE PROJECT WTHOUT LAHDSCAPE ARCHITECT'S TAG K'fEE BE REJECTED.
6. PLANTS SHALL FEET SIZE IIDICATED BY MINiwiUM HEIGHT Afid SPREAD. PLAfiTS SHALL BE STRAIOHT ACID UK\FORHL7 SHAPED, UNLESS UK!OjE OR SPEOIAL CHARAOTER!STCS ARE SPECIFIED, AND SHALL BE UNDAAGED, SOUId, HEALTHY, RIGOROUS ACID FREE OF DISEASE AND iFiSEOT IKFESTATIOK. PLANTS jOT COKFORI ISO TO THESE REOH1REYEKTS Ofi DELIVER'f TO THE PROJECT Afid AT THE EId OF THE PLAfiT ESTABLISHMENT PERIOD WILL BE REJECTED.
7. OOKTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE COMPLETE REi OVAL AND Dai AGES RESULTING FROM PLANTiHIS ANY PLANT SPECIES LISTED OH THE I-IAXAI DEPARTMENT OF-AGRICULTORE 'NOXIOUS NEED RULES' AS DEFiKED IK THE STATUTE, HAVA! ADMINISTRATIVE RULES 4.68:1 OR THE 'FEDERAL IIOXIOUS NEED LIST' AS DEFiED IU TITLE 7 OF THE CODE OI= FEDERAL REGULATIONS jCFRj, PARTS 360 AHd 361.
8. ALL TREE WORK MUST ADHERE TO AfIERICAN KATIOfiAL STAfIDARD IKSTITLITE jOR AKSIJ - A300 TREE CARE STANDARDS Afid AHSI-ZI33 SAFETY STANDARDS FOR TREE WORK. WORK SHALL BE CONTRACTED TO ARBORISTS THAT HAS BEEfi CERTIFIED IK OOOD STAKDiFiGS AS AT ISA CERTIFIED ARBORIST FOR AT LEAST 5 YEARS TO ASSURE THAT TREE 4ORK

1. THESE fiOTES ARE TO BE USED FOR GefiERAL REFERENCE IN COIjUKTIOK WITH, Afid AS A SUPPLEMENT TO A/YD WRITTEI SPECIFICATIONS, APPROVED ADDEfiIDA, AHd CHARGE ORDERS ASSOCIATED WITH THESE LANDSCAPE OOHSTRiCTIOH DOCUMENTS.
2. A OI1ALIFIED SUPERVISOR! SI-IALL BE PRESENT OF SITE AT ALL TIRES OIRIHO DEMOLITION.
3. THE LANDSCAPE CONTRACTOR SHALL COOROI4ATE ALL 4ORK WITH RELATED ROi\iTRAOTORS AHd VITH THE GENIERAL CO4STRiCTIOJ OF THE PROJECT IN ORDER jOT TO iFiPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE COHTRACTOR'S O4\i 4ORK. IT IS THE RESPOISIBLITf OF THE LAfiIDSCAPE CONTRACTOR TO COORDI\iATE ALL COJSTRUCTIO4 ELEMENfiT LOCATIONS WITH OTHER TRADES PRIOR TO IfiSTALLATIOJ. THE CO4TRACTOR SHALL BECOME FANIUAR WITH THE LOCATIONS OF EXiSTiHjG Afio FUTURE U\iDEROROHJD SERVOES Afid iFiPROVEi\iEHTS WHICH MAY COfiFLICT WITH THE 4ORK TO BE DOfiE. JOTIFF THE O' IIER OR LA\iDSCAPE ARCHITECT jLAJ iFiMEDIATELY SHOOLD COjPLIOIS ARISE.
4. OBSERVATIOH VISITS TO THE JOB SITE BY THE LAfiIDSCAPE ARCHITECT DO IIOI jfiCLUDE IKSPECTIOKS OF COdSTRUCTIOfi METHODS Afid SAFETY COKDITIONS AT THE WORK SITE. THESE VISITS SHALL fiOT BE COHSTRUED AS COHTiFiUOUS Afid DETAILED iFiSPECTIOKS.
5. VERIFY CRITICAL DIMEIISONS, REFEREHOE POiHT LOCATIONS AND COHSTRLiCTIOH COHDITIONS PRIOR TO INITIATIVES COHSTRUCTION. HOTIFY TI-IE OTHER AHd LAN iFiMEDIATELY SHOOLD OOHFLIOIS ARISE.
6. COjSTRUCTIOK DETAILING, MATERIALS, EQUIPFEfiT AUD PRODUCTS OTHER THAT THOSE SPECIFIED PITHij THESE PLANS fiAY BE COjSIDERED FOR USE PROVIDED PRIOR ' PITTEfi APPROVAL IS OBTAINED FROM OWIER, THE LA OR THE APPLICABLE GOVERIjfiG AUTHORITY SAS REOUIREDj PRIOR TO i\iPLEHEfiTATIOj.
7. AREAS TO BE PROTECTED FROM tSRADiS OR CONSTRUCTION DISTURBANCE ARE FENCED OR ROWED—OFF WITH YELLOW ROPES AS PER PLANS BY OTHER AHd APPROVED BE LA PRIOR TO CONSTRUCTION. CONTRACTOR SI-IALL PERT—ORB ALL CONSTRUCTION ACTIVITY OUTSIDE OF PROTECTED AREAS AHd SI-IALL BE RESPONSIBLE FOR MAiHTAINiHIS THE INTEGRITY OF PROTECTED AREAS O8 A DAILY BASIS. DAMAISED AREAS TI-IAT I-IAVE BEEH DESIGIATED TO BE PROTECTED SHALL BE RESTORED TO ORIiSINAL COHDITIONS AT CONTRACTORS EXPEH\iSE.
8. LAiDSCAPE CONTRACTOR ILCS SHALL BE FAFiLLAR WITH AND ADHERE TO ALL LOCAL, STATE AHd FEDERAL CODES Afid REGULATIOKS PERTAfiiHIG TO THE PROJECT WORK. AHY COHFLICTS MUST BE BROUGHT TO THE ATTEjTIOfi OF THE LA IiviMEDIATELY.
9. LC SHALL IHSPECT THE COKDiTiOX OR EXiST'no voRr roR DEFEATS PRIOR TO BEOIdDIKG WORK. ALL HARDSCAPE WILL BE REVIEWED DURINO THE FINAL AOOEPTAjCE TALK. A/YD DAMAGE DJE TO THE LC WORK SHALL BE REPAIRED AT THEIR EXPEiISE.
10. WHERE 2 OR fiTORE REOUIREHiiTS CREATE O/ERLAPPIKG COKDiTiOIS, CONFLICTS SHALL BE BROUGHT TO THE ATTEfiTIOK OF THE LA OR OTHER'S REPRESEfiTATIVE !UHEDIATELY FOR IINTERPRETATIOH.

IELELITHERODAOTYLijs COOji AHDXOR ELiTrERoDAcmtus mrROSTRIS:

IS PERFORMED PROPERL7 AHd TREES ARE NOT DAMAGED BY PRACTICES SUOH AS TOPPiHG, FLUSi OITS, OVER—TIHhPi8O, OR CLIMBiNG UTI-1 SPIKES. OOHTRAOTOR SHALL SUBMiT A COFY OF THE USA ARBORIW CERTIFICATION OF GOOD STANDING OF 5 fEARS TO TI—IE LANDSCAPE ARCI—IITEOT A HIHiiH4 OF 7 DAYS PRIOR TO TREE PRLiHIG.

9. FOR THE DJRATIOfi OF COHSTRUCTION WITHiFi THE DRIP Liie OF TREES TO REPAfi THERE MUST BES do CH/\ OES, ALTERATIOiS OR DISTiPBAKCE TO THE ORADE BY ADDINO FILL, EXCAVATION OR SORAPiHO EXOEFT AS NOTED OF PLANS; TO STORAGE OF- OOKSTRLiOTIOfi MATERIAL OP EOLiPi ENT; KO STOOKPILIRO OI" AND OOKSTPOCTIOK MATERIAL OR ANY EXCAVATED fiATERIAL KO DISPOSAL OF AfiiY LIQUIDS IEG. CONCRETE SLEiJTH, OAS, OIL, PAIKTj; KO VEHICLiLAR TPAPFiO, EOLiPNEKT OR EXCESSIVE PEDESTRIAfii TRAFFIC fiio ATTACHMEfiT OF ANY TIRES, ROPES, LIOHTS, OR ANY OTHER StjGL ATTACHMENT OTHER THAT THOSE OF- PROTECTIVE HATLiRE TO Ad' TREE TO BE PRESERVED; AHd HO OLEANIMS OF EQUIPHEHT OR MATERIAL UNDER THE CAnOPY OF A8Y FREE OR OROiP OF GREES TO REPAiH.

10. PROTECTIVE FENCE SHALL BE ERECTED AROUND TREES IDEfiTIFIED OK PLAfi OR TREES WTH TRUIK DIAMETER GREATER THAT 24 IiCHES AS MEASURED AT HEIGHT OF 4'fe FEET. PROTECTIVE FEfiCE SHALL BE 4 FEET HIGH ORAIjGE PLASTIC fiESH OR APPROVED EOUIVALEKT SUPPORTED Oj STEEL T-POST A MINIMUM OF 6 FEET LOKO. PROTECTIVE FEfiCE SHALL SURROUfiD TREE AT fiuifiuUM OF 10 FEET FROM TREE TRUIK WITH STEEL T-POST AT A HIKI4iH OF 5 FEET OK OEKTER.

IF TREES OTHER THAfI THOSE S eciricALLY DESiOfiATED j=OR REHOYAL ARE DAMAGED BEYOfiD SURYIYAL COfiDiTiOKS AS DETERHIED BY THE LAfiIDSCAPE ARCHITECT, THE COHTRACTOR SHALL REMOVE SliOH TREES AND PEPLAOE THE TREE WITH A SAFE SPECIES AND SIZE AND MAiJTAFii FOR THE DURATIOfi OF COKSTRUCTION OR 12 jiofiTHS KHICHEYEP IS GREATER AT fiio COST TO THE OWNER.

12. PROVIDE AT E/Eij LATER OF PLAfiTijO SOIL OVER ALL PLAfiTHO AREAS. REFER TO THE SPECIFICATIONIS FOR TOPSOIL fiUXTURE DEPTH. REPRESEKATAYE SAii/PLES OF SOIL FROM PROJECT SITE SHALL BE SLIBi4ITTED TO A LABORATOPF ACCEPTABLE TO THE LANDSCAPE ARCHITECT FOR AfiiALYSIS OF REQUIRED SOIL AHEHDfiEfiTS. TEST RESULTS Ad FERTILIZATION SCHEDULE SHALL BE PRESENTED TO THE LAfiIDSCAPE ARCHITECT FOR REYIEW AUD ACCEPTANCE BEFORE PLACiHO PLAfiTiNG SOIL UKIFORNLF DISTRIBUTE FERTILIZER AND AfiefiDMENTS OVER PLANTING AREAS AS RECONFEfiDED BE THE SOIL AfiiALiSIS REPORT. ROTOTILL TOP LAYER OF SOIL TO EYEKLF IKCORPORATE FERTILIZER Ad AfieHDVEfiTS.

13. Gt/L TIRES, FLAGGiHG, STAKES, NIHDBREAKERS, ETC. SHALL BE MAINTAINED AND REPLACED IN— NECESSARY BE TI-IE OOHTRAOTOR HHTIL THE TREE OR SHRUB IS ABLE TO STAND BE ITSELF-. THE CONTRACTOR SHALL REMOVE AND DISPOSE AT TI-IE ESID OF PLAfiT ESTABLISHiEHT PERIOD.

AFTER IfiSTALLATIOH OF PLAfiT iHG IRRIGATION, LAfiIDSCAPE CONTRACTOR TO PROVIDE dARK-c isronxATIOH OF AHY CHAIIOES MADE Id THE FIELD TO THE fiLIAL DESiOH PLAiIS.

1. PRIOR TO TRAFiSPORT TO THE PROJEOT, iHSPECT, TAKE PREOATIOfiS, AUD CERTIFF THAT PLAfiT fiATERIALS, EQUIPNEHT Afid VEHIOLES ARE FREE OF COQui FROOS AfidZOR THier EGGS.
 2. iil THE EVENT OF THE PRESEiCE OF FROiS AKD/OR THEIR EGOS, THEN SHALL BE COMPLETELY DESTROYED Afid REMOVED AHd THE PLAfiT MATERIAL, EQUIPfiEfiT, OR VEHICLE TREATED AS RECOHfiEIJDED BY THE STATE Afid RE-iHSPECTED.
 3. REPORT PRESEiCE OF Ooon rROCS OR EOGS TO THE HAFiiA! DEPT. OF AGRICULTURE PEST HOTLiGe AT 1808j 643-PEST t7378j, OR THE EAU! IdYASiVE SPECIES Ooi d!TEE jNISCJ PH. t808j 573-6472 OR EMAIL: ¥ISCPRAHAFii!!EDU
1. LAfiIDSCAPE COHTRACTOR WILL fiOTIFY LAHDSCAPE ARCHITECT OF RECORD AND THE OWIER'S REPRESEiITAYE PRIOR TO DELIVERF OF A/YF PLAfiT MATERIALS TO THE PROJECT.
 2. LAfiIDSCAPE COHTRACTOR WILL SUBMiT A PLAN TO THE LAHDSCAPE ARCHITECT AHd THE OWIER'S REPRESEiITAYE FOR APPROVAL TO PRESENT iHPORTATIOH OF LITTLE FIRE Afii tLFAJ OfiTO THE PROPERTY, I.E. PROVIDE OIARAHITIKE OR A HOLDIKO AREA FOR 6 WEEKS BEFORE PLAfiT DELIVERY TO PROJECT SITE.
 3. LANDSCAPE COHTRACTOR WILL BOX PLANTS OR PLANTING MATERIALS OILY FROM FIRE AST-FREE RFIRSERIES AUD SUPPLIERS.
 4. LAHDSCAPE COfiTRACTOR WLL TESt non u=A AHd !DEiTiFY THE SPECIES CORRECTLY. COdSLILT DEBSITE: WXZITTLiEi"iREAIITS.Ooi FOR TESTiHO i ETHODS Afid SPECIES IDEfiTIFICATIOi.
 5. LANDSCAPE CONTRACTOR WILL BAIT AND ALLOW AT LEASE 2 WEEKS FOR TI-IE BAIT TO BE CARRIED BACK TO THE COLOUf FOR ALL PLAYER AUD NURSERf MATERIALS AT TI-IE SUPPLYING NURSERIES REGARDLESS OF TI-IE FIRE AHt—FREE CLAIM.
 6. LAHDSCAPE CONTRACTOR WILL APPLY A BARRIER TREATMENT, FOLLOWiHG THE BAITING, TO ALL HiRSERY MATERIALS AT TI-IE SUPPLYING NURSERIES REGARDLESS OF TI-IE FIRE AHt—FREE CLAIM.
 7. LAfiIDSCAPE COHTRACTOR WILL DREfiCH ALL SOILS OR LOOSE fiURSERY MATERIALS WITH THE PROPER MIXTURE OF SEVfi PER GALLOP OF WATER IfiDICATED BE THE NAKUFACjRER AHd FOLLO' MAHUFACURER'S SAFETY PRECAUTIONS.

1. COHTRACTOR SHALL IHSPECT ALL HULCh FOR CDCOiUT RMiOOEROIS BEETLE *torcytes rhno* cross AND LARVAE PRIOR TO PLACEHiiT OF- MULCH. GOHTRACTOR SHALL SHBHiT A LETTER OERTIFYiHG THAT IdjLCH MATERIAL IS FREE OF RHiiOCEROS BEETLE LARVE OR OTHER iHVASIVE SPECIES PRIOR TO PLACEMENT. CONTRACTOR SHALL REFER TO THE HAXAI DEPARTMENT OF- AGRICULTURE Ii—iOOAI "j—iOHOLULU COCONUT Ri—iHOCEROS BEETLE ERADICATIOH PROGRAM" BROCHURE DATED REV. 3Z4z'15. IdORE IiIA-OptHATIOH IS AVAILABLe AT thitp•Zz'hdoe.hawaii.govz' PIZtAlItz'CRBz'9

IF RHiiOCEROS RHiiOCEROS BEETLE jCRBJ OR CRB LARVAE ARE FOUId, COHTRAOTOR SHALL fiOTIFF THE HDQA HAJIj PLATIT PEST COHTROL BRANCH iFiVEDIATELf PHOfiE: 808-873-3555. CONTRACTOR SHALL ALSO REPORT SIGHTING TO THE HAUAI STATE PEST HOTLINE: 808-643-PEST (7378) OR EMAIL VIA tSTOP.RHij'10efiUALCOH2

3. CONTRACTOR SHALL FOLLOW PROPER PROCEDURE AS DETERI IfiED BE THE HDQA FOR THE REHOYAL AND ERADICATION OF CRB OR ORB LARYAE jAiid OTHER IfiiYASWE SPECIES IF DISCOVEREDj

COHTRACTOR SHALL SLIBi IT A PLAd TO PEHOYE 1 EPADIOATE CPB OR CRB LARYAE ACID OTHER IrvAsive SPECies now muLi-i HATEPIAL TO THE DiYHER'S REPRESENTATIVE FOR REVIEW AND ACCEPTAHICE.

5. COHTRACTOR SHALL ENSURE DEPTH OF PLACED fiULCH OOE5 fiOT EXCEED T40 T2j IfiCHES.

ORIGINAL PLAN NOTE BOOK No.	DATE
SURVEY PLOTTED BY	DESIGNED BY
CHECKED BY	CHECKED BY

HWY-KM-2026-70

SPECIAL NOTE - COQUI FROG

COQUI

LITTLE FIRE ANT PREVENTION PROGRAM

11.

MULCH STORAGE AND PLACEMENT NOTES

2.

14.

4.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PLANTING NOTES

*Kuhio Highway Intersection Improvements
at Kolo Road and Kalamania Road
Federal Aid Project No. STP-056-1(065)*

Scale: As Shown Date: 10/27, 2022

Appendix H
Sample –Notice to Proceed Letter for Miscellaneous Work

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
KAUAI DISTRICT
1720 Haleukana Street
Lihue HAWAII 96766

VIA EMAIL: landscapeservices@sample.net

Landscaping Sevices
1234 Any Street
Honolulu, Hawaii 96963

Gentlemen:

Subject: Notice to Proceed – Maintenance of Landscaped Areas, Kuhio Highway, Kolo Road, Mailihuna Road, and Kalamania Road, Island of Kauai, Project No. HWY-KM-2025-70

In accordance to this contract, you are hearby given notice to proceed with miscellaneous work at the agreed upon price of \$7,000.00, including State tax, to remove and stump three (3) each dead coconut trees at Name Park.

The funds will be paid from the “Allowance” for “Miscellaneous Work”.

Sincerely,

Name
Kauai District Engineer

Enclosure

APPENDIX I
Sample - Herbicide Application Record

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

Project No.: **HWY-KM-2025-70** Contract No.: _____ Date Applied: _____ Sheet

Project Title: Maintenance of Landscaped Areas and
Maintenance, Kuhio Highway, Kolo Road, Mailihuna Road,
and Kalamania Road No.: _____
Irrigation System,

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

Check as applicable: Median Shoulder Drainage Other location description: _____

A. HERBICIDE APPLICATION

Herbicide name brand: _____ Active Ingredients: _____

Surfactant name brand: _____ Amount: _____

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

Application method(s) (check as applicable)

Backpack Sprayer and spray nozzle Backpack Sprayer and wick applicator
 Boom sprayer Other (describe) _____

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

CLEAR SKY CLOUDY OVERCAST Time of day: _____ Temperature range: _____

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

C. NOTES AND RECOMMENDATIONS: _____

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

Contractor (name of company): _____

Printed Name of Applicator

Applicator's License Number

Applicator's Signature/Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

APPENDIX J

CONTRACT PERFORMANCE RATING - MAINTENANCE OF LANDSCAPED AREAS

PROJECT NO. HWY-KM-2025-70 CONTRACT NO. _____

PROJECT TITLE: MAINTENANCE OF LANDSCAPED AREAS, KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD AND, KALAMANIA ROAD, ISLAND OF KAUAI

CONTRACTOR: _____

RATED BY: _____

ENGINEER OR REPRESENTATIVE
(Signature and title of signer)

PRINT NAME OR SIGNER

DATE

10.5	TASK DESCRIPTION (Reference Section 10.5, SCOPE OF WORK)	MEETS SPECIFICATIONS		REMARKS
		YES	NO	
(A)	Mowing			
(B)1.	Edging and Trimming - Grass			
(B)2.	Edging and Trimming - Vines and Ground Cover			
(C)	Weeding			
(D)1.	Caring of Shrubs			
(D)2.	Trimming of Shrub			
(D)3.	Shrubs Removal			
(D)4.	Mulching			
(D)5.	Stakes and Guy wires			
(D)6.	Traffic Signs			
(D)7.	Clear Zone			
(D)8.	Clear Space			
(E)	Controlling Vegetation Intrusion			
(F)	Watering			
(G)1.	Fertilizing – Lawn			
(G)2.	Fertilizing – Shrubs and Plant Beds			
(G)3.	Fertilizing – Trees and Palms			
(H)	Spraying Pesticide & Herbicide			
(I)	Clearing of gutters, swales, and ditches			
(J)	Planting requiring additional task			
(K)	Invasive Plant Removal			
(L)	Removal of Rubbish, Debris, and Solid Hazard			
(M)	Reporting of Hazardous Condition and Damages			
(N)	Traffic Control/Closing of Lanes			
(O)	Landscaped Areas Comprehensive Annual Inspection			
(P)	Miscellaneous Work			

**Appendix J1
SAMPLE – MONTHLY INVOICE**

Landscape Service

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

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

Date: _____
Invoice No.: _____
Contract No.: _____
Project No.: HWY-KM-2025-70

Project Title: **Maintenance of Landscaped Areas, Kuhio Highway, Kolo Road, Mailihuna Road, and Kalamania Road, Island of Kauai**

Periods Covered: (full pay period, head-to-tail format, first pay period from the NTP date to following month similar to this sample): March 1, 2025 through March 31, 2025.

Bid Item No.	Description	QTY	Unit	Unit Price	Amount
1	Maintenance of Landscaped Areas	1	Month	\$ _____	\$ _____
2	Caring and Trimming of Shrubs	1	Month	\$ _____	\$ _____
3	Manual Watering	1	Month	\$ _____	\$ _____
4	Caring and Trimming of Trees (Sight Distance/Clear Zone/Clear Space) – continuous	1	Month	\$ _____	\$ _____
5	Trimming of Trees (Lifting - yearly	1	Month	\$ _____	\$ _____
6	Miscellaneous Work		Allowance	Allowance	\$ _____
Subtotal					\$ _____
Less Liquidate Damages per Section 8.6 of Special Provisions					\$ _____
Subtotal					\$ _____
Less 5% Retainage Per Section 9.2 Retainage/Deduction from Payment, of the Specifications, and the Special Provisions. Refer to Section 9.2 Retainage/Deduction from Payment, of the Special Provisions for information on how to obtain payment for the total retainage amount					\$ _____
Total Amount Due					\$ _____

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

Signature
First J. Name
President
Landscape Svices

APPENDIX J2 SAMPLE - CERTIFIED PAYROL REPORT CERTIFIED PAYROLL REPORT

DAGS.ECP v1.0_06/10

STATE OF HAWAII												DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES											
		Public Works Division										REPORT SUBMISSION DATE: 26-Aug-05											
Name is of: Contractor: <input type="text"/>		Subcontractor: <input type="text"/>										THIS IS AN AMENDED FORM PAYMENTS MADE ON SAME DAY TO ALL EMPLOYEES											
NAME: <input type="text"/>																							
PAYROLL NO. 34	FOR WEEK ENDING June 29, 2005	PROJECT AND LOCATION CHERRY COURTHOUSE, FIX ROTTEN TREES								PROJECT NO. 99-99-9999	VENDOR CODE 000003-98												
NAME, NO ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	<small>NO. OF WEEK-DAYS EXEMPTIONS</small>	<small>WORK CLASSIFICATION</small>	<small>OT OR ST.</small>	DAY AND DATE							<small>TOTAL HOURS</small>	<small>RATE OF PAY</small>	<small>GROSS AMOUNT EARNED</small>	TOTAL DEDUCTIONS					<small>NET WAGES PAID FOR WEEK</small>	<small>DATE PAID TO EMPLOYEE</small>			
				S	M	T	W	TH	F	S				FICA	FED. WITH- HOLDING TAX	STATE WITH- HOLDING TAX	MEDICARE	OTHER DEDUC.			TOTAL DEDUCT		
				HOURS WORKED EACH DAY										TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	FED. WITH- HOLDING TAX			STATE WITH- HOLDING TAX	MEDICARE	OTHER DEDUC.
Jack Sprat XXX-XX-9999		Runner		S	7.00	7.00	7.00	7.00	8.00	8.00	8.00	8.00	53.00	\$30.00	\$1530.000	\$3.00	\$2.00	\$2.00	\$1.00	\$2.00	\$10.00	\$4,100.000	17-Jun-05
				O	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	\$45.00	\$2,520.000								
				T	15.00	15.00	15.00	15.00	16.00	16.00	17.00	109.00			\$4,110.000								
Leap Frog xxx-xx-5678		Jumper		S	2.00				6.00			4.00	12	\$20.00	\$240.000	\$4.00	\$5.00	\$6.00	\$6.00	\$3.00	\$24.00	\$216.000	
				O									0	\$30.00	\$0.000								
				T	2.00	0.00	0.00	6.00	0.00	0.00	4.00	12.00			\$240.000								
				S									0		\$0.000						\$0.00	\$0.000	
				O									0	\$0.00	\$0.000								
				T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			\$0.000								
				S									0		\$0.000						\$0.00	\$0.000	
				O									0	\$0.00	\$0.000								
				T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			\$0.000								
				S									0		\$0.000						\$0.00	\$0.000	27-Jan-05
				O									0	\$0.00	\$0.000								
				T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			\$0.000								
				S									0		\$0.000						\$0.00	\$0.000	
				O									0	\$0.00	\$0.000								
				T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			\$0.000								



*The bidder shall refer to Section 10.2(B) Schedule of Submitting Required Documents, of the Specifications **and be familiar with the requirements prior** to submitting his or her bids. The bidder, **starting with the lowest bidder**, is required to submit specific documents prior to award.*

***Failure by the bidder to submit.** The bidder maybe considered non-compliant with the requirements of the Special Provisions and the Specifications if the bidder fails to submit the documents to the Project Manager no later than **seven (7) working days** from the date of request (date of receipt of the written request) from the State. This failure may result in an adverse decision of an award by the Department of Transportation.*

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PROJECT: MAINTENANCE OF LANDSCAPED AREAS, KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD, AND KALAMANIA ROAD, ISLAND OF KAUAI

PROJECT NO: HWY-KM-2026-70

CONTRACT TIME: Twelve (12) months from the date indicated in the Notice to Proceed from the Department with options to extend as provided for in Specifications Section 10.17, Option to Extend Term.

LIQUIDATED DAMAGES: Refer to Section 8.6, Liquidated Damages, of the Special Provisions and Section 10.14 Basis of Payment, of the Specifications for applicable deductions.

PROJECT MANAGER CONTACT INFORMATION: Maaza Mekuria
869 Punchbowl Street, Room 404, Honolulu, HI 96813 (808) 587-2332
Maaza.c.mekuria@hawaii.gov

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

NOTE: PERFORMANCE BOND IS REQUIRED FOR THE FIRST YEAR OF THIS PROJECT

BID AND PAYMENT BONDS ARE **NOT** REQUIRED FOR THIS PROJECT.

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

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

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

Matls. & Serv.
r12/2020

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

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

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

*Hawaii General Excise Tax License No. _____

NOTE:

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

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

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

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

*Bidder will be considered an out-of-state vendor if Hawaii General Excise Tax License No. is not indicated. See Section 2.8 Out-of-State Bidders of the Specifications.

PROPOSAL SCHEDULE
FOR
MAINTENANCE OF LANDSCAPED AREAS,
KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD,
AND KALAMANIA ROAD,
ISLAND OF KAUAI
PROJECT NO. HWY-KM-2026-70

Bid Item No.	<u>Item Description</u>	<u>Qty</u> (a)	<u>Unit</u>	<u>Unit Price</u> (b)	<u>Amount</u> (a x b)
1	Maintenance of Landscaped Areas	12	Month	\$ _____	\$ _____
2	Trimming and Care of Shrubs (Hau shrubs, etc.) only	12	Month	\$ _____	\$ _____
3	Fertilizer	Allowance	Allowance	Allowance	\$2,500
4	Pesticide and Herbicide	Allowance	Allowance	Allowance	\$2,500
5	Miscellaneous Work	Allowance	Allowance	Allowance	\$15,000
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$ _____

PROPOSAL SCHEDULE
FOR
MAINTENANCE OF LANDSCAPED AREAS,
KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD,
AND KALAMANIA ROAD,
ISLAND OF KAUAI
PROJECT NO. HWY-KM-2026-70

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidder shall complete all unit price and amounts. Failure to do so shall be grounds for rejection of bid.
4. In case of a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. The Bidder shall make no changes to the items. Bid submitted with changes to the item(s) are considered rejectable bids.
6. **By submitting a proposal, the bidder acknowledges he has read and understands all the provisions of the Special Provisions, Specifications and is fully aware of all the conditions to be encountered in performing the work.**
7. **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

F O R M S

Contents:

Contract

Performance Bond (Surety)

Performance Bond

Certificate for Performance of Services

CONTRACT

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

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

Total Amount for Comparison of Bids \$«BASIC_NUMERIC»

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

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

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

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

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

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

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

SAMPLE

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

KNOW TO ALL BY THESE PRESENTS:

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

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

(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS \$ _____),
(Dollar amount of Contract)

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

- Legal Tender:
- Shore Certificote unconditionally assigned to or made payable at sight to
Description: _____
- Certificate of Deposit, No. _____, dated _____ issued
by _____ drawn on _____ a bank, savings
institution or credit union insured by the Federal Deposit Insurance Corporation or the
National Credit Union Administration, payable at sight or unconditionally assigned to

- Cashier's Check No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____
- Teller's Check No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____
- Treasurer's Check No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____
- Official Check No. _____, dated _____
drawn on _____ a
bank, savings institution or credit union insured by the Federal Deposit Insurance
Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____
- Certified Check No. _____, dated _____
accepted by a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at sight or
unconditionally assigned to _____

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____

(Seal) _____
Name of Contractor

Signature"

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for MAINTENANCE OF LANDSCAPED AREAS, KUHIO HIGHWAY, KOLO ROAD, MAILIHUNA ROAD, AND KALAMANIA ROAD, ISLAND OF KAUAI, PROJECT NO. HWY-KM-2026-70 it will fulfill the following conditions:

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

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

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

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

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____

Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

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

Notary signature _____
Date _____