

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS, SPECIFICATIONS, PROPOSAL,
CONTRACT AND BOND

FOR

MAINTENANCE OF LANDSCAPED AREAS
AND MAINTENANCE, REPAIR AND INSPECTION OF IRRIGATION SYSTEM,
NIMITZ HIGHWAY, KALIHI STREAM TO RICHARDS STREET,
ALA MOANA BOULEVARD, RICHARDS STREET TO KALAKAUA AVENUE
PROJECT NO. 92AB-01-26C

AND

SAND ISLAND ACCESS ROAD, NIMITZ HIGHWAY TO AUIKI STREET
ISLAND OF OAHU
PROJECT NO. 64A-01-26C

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

The receiving of bids for **MAINTENANCE OF LANDSCAPED AREAS AND MAINTENANCE, REPAIR AND INSPECTION OF IRRIGATION SYSTEM, NIMITZ HIGHWAY, KALIHI STREAM TO RICHARDS STREET, ALA MOANA BOULEVARD, RICHARDS STREET TO KALAKAUA AVENUE, PROJECT NO. 92AB-01-26C AND SAND ISLAND ACCESS ROAD, NIMITZ HIGHWAY TO AUIKI STREET, ISLAND OF OAHU, PROJECT NO. 64A-01-26C**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

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

HiePRO OFFER DUE DATE AND TIME is July 23, 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 certain designated landscaped areas, including applicable

planter boxes within the highway right-of-way and maintenance, repair and inspection of irrigation system, at the locations specified in the bid document.

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

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than July 8, 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 HiePRO.

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

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

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

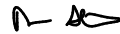
The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation", Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that

the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

For additional information, contact Arron Pacheco, Contract Engineer, by phone at (808) 587-2189, or by email at arron.ak.pacheco@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: June 19, 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 is amended as follows:

1. 1.33 SUBCONTRACTOR is amended by replacing the entire subsection with:

“1.33 SUBCONTRACTOR - An individual, partnership, firm, corporation, 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. 1.38 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 Kalanianaʻole 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 (HlePRO) – 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 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.”

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

(B) SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

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. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO.”**

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

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

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, 2026 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	\$ 26.16
General Laborer II	BU 01	BC-03	\$ 26.90
Equipment Operator I	BU 01	BC-04	\$ 27.98
Equipment Operator II	BU 01	BC-06	\$ 30.27
Tree Trimmer-Truck Driver	BU 01	BC-05	\$ 29.09
Truck Driver	BU 01	BC-06	\$ 30.27
Tree Trimmer	BU 01	BC-07	\$ 31.47

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."

(C) 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."

(D) 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."

(E) SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT is amended as follows:

6.2 TRADE NAMES AND ALTERNATES is amended as follows:

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

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

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

(F) 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.

Click on “Statement of Compliance & DAGS-ECP for Payroll Affidavits” for additional information. *Refer to Appendix J, Sample – Certified Payroll Report, of the Appendices.*

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.”

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

8.6 LIQUIDATED DAMAGES is amended by adding the following paragraph to the end of the subsection:

“Liquidated Damages for Maintenance of Landscaped Areas:

Timely performance by the Contractor of all his duties every calendar day is an essential part of this contract and in case of failure on the part of the Contractor to perform any of his duties in a timely manner, damages will be sustained by the State. As the amount of damages are difficult to predetermine, the amount of such damages are fixed in advance as follows:

1. For failure to provide satisfactory and timely landscape maintenance and inspection service in accordance with the specifications as determined by the Director, liquidated damages shall be assessed to the Contractor for each and every calendar day at the rate of five percent (5%) of the unit price of the maintenance service items.”
2. 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."

(H) 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:

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

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

- a. Contractor's name, address, phone number, and email address
- b. Project title, project number, 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 monthly invoice in Appendix I of the Appendices.

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 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 percent (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 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 highway 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, and maintenance and repair of irrigation system.

A location plan is attached in the Appendices showing the area(s) for which landscaped maintenance services are to be provided. 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 Oahu District office by making an appointment by calling the number as indicated in Section 10.6 Inspection of Plans and of Areas to be Maintained, of the Specifications.

10.2 COORDINATION OF WORK – All work under this contract shall be coordinated with the Engineer or a duly authorized representative.

Contact information is as follows:

Mr. Ryan Nakata District Engineer– Oahu District Phone: 808-831-6700 x 134 Fax: 808-831-6725 Email: ryan.a.nakata@hawaii.gov	Mr. Dean Takayama District Horticulturist – Oahu District (Authorized Representative of the DE) Phone: 808-831-6700 x 132 Fax: 808-831-6725 Email: Dean.T.Takayama@hawaii.gov
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10.3 QUALIFICATION OF BIDDERS - Contractors will be asked to provide documentation of licenses, certificates and other requirements listed in the subsections below. Requested qualification documents shall be submitted to the State within seven (7) days of the request. Failure to do so may result in rejection of bid or termination of contract by the Department of Transportation.

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

1. License. At the date of bidding, the Contractor shall possess a valid State of Hawaii Specialty Contractor's C-27 Landscaping Contractor's license. *The Contractor or RME must possess the license throughout the duration of the contract and upon any extensions and shall submit documentation upon the State's request. The Contractor's failure to possess the license throughout the duration of the contract and upon any extensions may result in termination of the contract.*
2. Work Experience. At the date of bidding, the Contractor or RME shall have a minimum of two (2) consecutive years (immediately prior to bid opening) of C-27 Landscaping Contractor's experience in the field of landscaping services. The experience shall include a minimum of two (2) years (immediately prior to bid opening) in managing contracts similar to this project in size and scope.

3. The State may request a list of similar projects to substantiate the Contractor's experience. List shall contain a minimum of three (3) different landscape projects and shall include: a) Name of company that contractor worked with or is currently working with, b) point of contact, c) phone number, d) description of landscaping work performed and e) size of project (cost wise).

The list of three (3) different landscape projects shall reflect a positive performance evaluation by the respective agency.

4. The Contractor shall possess the required business and tax license to conduct business in the State of Hawaii.
5. The Contractor shall have all required equipment (E.g. handheld tools, utility trucks, mowers, etc.) necessary to perform the specified services in this document.

(B) Work Zone Safety and Temporary Traffic Control Personnel

1. If the Contractor plans on using a subcontractor(s) to perform flagging/traffic control/closing of lanes, subcontracting and approval process shall be in accordance with Section 8.2 Subcontracting. *The Contractor shall obtain the Director's written approval to subcontract prior to the issuance of the Notice to Proceed.*
2. Training and Certification. At the date of bidding, the Contractor shall ensure that each employee whose actions affect safety in the temporary traffic control (TTC) zone have received training in accordance with the recommendations described in accordance with the recommendations described in the Manual on Uniform Traffic Control (MUTCD) 2009, Sections 6B.01 (Fundamental Principles of Temporary Traffic Control) and 6D.03 (Worker Safety Considerations), and in accordance with Hawaii Administrative Rule (HAR) 12-110-50(b)(2)(A).

As a minimum, the training shall meet the following criteria:

- a. Each person whose actions affect work zone safety, from upper-level management through the field level employees, shall be trained as necessary to meet their responsibilities in the work zone.
- b. Workers shall be trained on:
 - Supervisors: Supervisors shall be trained in the principles of work zone safety and TTC. Only those individuals who are trained in proper TTC practices and understand the principles of TTC may supervise the selection, placement, and maintenance of TTC devices used for TTC zones and for incident management.
 - Employees having specific TTC responsibilities (e.g. TTC plans, flagging, cone setting and retrieval) shall be trained in TTC techniques, device usage, and placement as required to perform their duties.

- All employees who will work in the work zone, or whose actions affect safety in the work zone, shall be trained in the principles of work zone safety at an awareness level.
 - c. Training may be conducted by a Contractor qualified to perform the training, or by qualified training contractors, but they must meet the criteria described above
 - d. The Contractor shall certify in writing that each employee whose actions affect safety in the work zone have the training and experience to perform their duties. Failure to do so may result in rejection of bid.
 - 3. Work Experience. At the date of bidding, the Contractor or Contractor's traffic control personnel shall have a minimum of two (2) years (immediately prior to bid opening) experience as a certified Flagger, Traffic Control Technician (TCT) and Traffic Control Supervisor (TCS) or their respective equivalent. The Contractor shall submit this documentation upon the State's request.
- (C). Fall Protection Competent Person(s)
- 1. Training and Certification: The Contractor shall provide, as a minimum, one employee trained and certified by the employer as a competent person in fall protection.
 - 2. "Competent Person" for fall protection is described in 29 CFR 1926.32(f)
 - 3. The Competent Person shall be on site whenever employees are exposed to fall hazards
 - 4. The Fall Protection Competent Person shall be on site at all times when landscaping or irrigation work is being performed to areas requiring fall protection.
 - 5. If the Fall Protection Competent Person is found not to be onsite more than three (3) times in one contract year, then the contract shall not be renewed.
- (D). Fall Protection Trained Personnel.
- 1. Training and Certification. Prior to award, the Contractor shall possess documentation of training for employees who will be exposed to fall hazards during execution of their work in accordance with HAR 12-110-50(23)
 - 2. As a minimum, training will meet the requirements of 29 CFR 1910.30 Walking-Working Surfaces
 - 3. Employees operating aerial lifts shall be trained (29 CFR 1910.67(c)(2)(ii))
 - 4. To be valid, the training must meet the requirements described herein and completed within the last three (3) years.
- (E). Falsification of personnel 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.

(F). Supplementary Contractor Personnel Requirements

1. The Contractor shall certify that employees have received and understand training appropriate for the tasks they will perform and the hazards to which they are exposed.
2. Uniforms. Contractor employees on the job site shall be easily identified as Contractor's employees by wearing a shirt, T-shirt or coverall with the company name or logo. Contractor's employees shall present a neat and clean appearance at all times. 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 furnishing maintenance of landscaped services.
3. Conduct of personnel, for security and safety reasons, the Contractor shall prohibit his or her personnel from parking their personally owned vehicle along the highway right-of-way areas.
4. Training shall be kept current for all required licenses and certificates described in this contract.
5. The Contractor shall employ workers who have knowledge of the care and cultivation of lawns, plants, shrubs, vines and trees, and of the use and operation of maintenance equipment and hand tools. If, in the judgement of the Engineer, any worker appears to be incompetent, he shall be removed from the project upon notice given by the Engineer to the Contractor.

The State reserves the right to disqualify the person based on performance anytime during the contract. Upon disqualification, the Contractor has ten (10) working days to submit a qualified replacement.

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

10.4 SCOPE OF WORK – All work shall conform to the best horticultural practices.

- (A) MOWING All turf shall be mowed uniformly twice a month. During long dry periods, if directed by Engineer in writing, grass height may govern mowing frequency. The turf height shall be from one and one-half (1½) to two (2) inches on medians and areas with foot traffic, and from four (4) to six (6) inches on other open areas along the highway for erosion control. Remove all litter and debris 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 by the end of each workday.
- (B) EDGING AND TRIMMING OF GRASS - Edging and trimming of all turf cover along sidewalks, roadways, plant beds or structures shall be incidental to turf mowing and shall be done twice a month. Monofilament line trimmers shall not be used around the base of trees unless a tree guard is installed. Chemical edging is unacceptable.

- (C) WEEDING - All pavement expansion joints and cracks are to be maintained free of weeds. The weeding cycle shall be continuous and as needed.

Conspicuous and deleterious weeds shall be removed by its roots. Removal by cutting or topping at the ground line will not be allowed.

- (D) EDGING AND TRIMMING OF VINES AND GROUND COVER - Vines and ground cover shall be edged and/or trimmed by the best horticultural practice as required to maintain a neat appearance and safe roadway.

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 undesirable vines and ground covers shall be entirely removed from the area.

- (E) TRIMMING AND CARE OF SHRUBS - Shrubby shall be maintained and trimmed by the best horticultural practice as required to maintain a healthy and vigorous growth. Trimming and care of shrubs shall conform to the most recent revision of the American National Standards Institute (ANSI) A300. 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 percent (25%). If any shrub is pruned more than 25%, then the entire shrub shall be replaced with same species, spread and height at the Contractor's expense within four (4) weeks of notification from the Engineer.

CLEAR SPACE - The Contractor shall trim trees to maintain a minimum ten (10) foot clear space below its canopy. At the direction of the Engineer, trees within 30 feet of the edge of pavement may be lifted additionally. Light trimming (trimming and raising) shall include removal of live, as well as dead, diseased, and weakly-attached branches to provide clearances for vehicles, pedestrians, signs, and other structures. Side pruning of trees to provide clearances to signs, utility poles and lines, structures, etc., shall also be included.

LIVE POWER LINES - Trimming of trees that are within ten (10) feet of live power lines shall be performed by the Electric Power Company. The Contractor shall be responsible in finding out the number of trees that requires line clearance tree trimming on this project and shall notify the Electric Power Company.

TRAFFIC SIGNS - The Contractor shall be responsible for trimming shrubs and tree branches that affect the sight distance to any traffic 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 roadway.

STAKES AND GUY WIRES - Stakes and guy wires shall be adjusted or removed, if needed, 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 around young trees and shrubs to prevent mowing, damage and choking.

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 feet	18 feet	Clear zone extends to bottom of slope
45 to 55 mph	22 feet	28 feet	Clear zone extends to bottom of slope
55 mph	24 feet	32 feet	Clear zone extends to bottom of slope
60 mph	32 feet	44 feet	Clear zone extends to bottom of slope

REPLACEMENT VEGETATION - Within four (4) weeks of notification from the Engineer, the Contractor shall replace the same species, spread and height of all desired vegetation that dies due to malpractice at the Contractor’s expense. If the Contractor can substantiate that the cause of death of the desired vegetation was not due to neglect or malpractice, the State will furnish a similar type plant, which will be replanted (replanting in this case, shall be paid for by Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule) and maintained by the Contractor at no additional cost to the State.

Plants damaged by public vehicles or vandalism shall be replaced within four (4) weeks of notification from the Engineer, and the cost of replacement vegetation, including labor, shall be paid for by Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule. All planting work shall conform to the most current requirements of Section 617 - Planting Soil, and Section 619 - Planting, of the Hawaii Standard Specifications for Road and

Bridge Construction, 2005, Highways Division, Department of Transportation, as amended or revised.

Should the Contractor fail to replace vegetation, the work shall be done by others, and the Contractor shall be liable for the excess costs that are incurred.

Refer to Tree Planting and Shrub Planting details shown in Appendix A.

(F) CONTROLLING VEGETATION INTRUSION ALONG THE RIGHT-OF-WAY LINE

- The Contractor shall be responsible for controlling of 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 and property owners to control the intrusions. Ultimately, it is the Contractor's responsibility to control or mitigate all undesirable vegetation intrusions.

(G) WATERING

The watering cycle shall be in accordance with 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 irrigation system and shall minimize and conserve the use of water whenever possible.

The Contractor shall monitor and water the landscaped areas as needed and shall promptly report all deficiencies of irrigation system pressure lines and control clocks to the Engineer for repair.

(H) IRRIGATION - The work shall consist of furnishing labor, replacement parts, material, tools, and equipment necessary for repairing damaged sprinkler systems from and including the remote-control valves to the sprinkler risers.

The State Maintenance Crew shall be notified and to inspect the system prior to accepting the repair work. The system shall be returned to the State in the same condition as accepted by the State, at the end of the project.

Contractor shall provide a minimum of one sprinkler technician to be in charge of the sprinkler maintenance and repair work.

MAINTENANCE WORK – The work shall consist of checking, repairing, tightening and adjusting sprinkler heads, adjusting time clocks for proper irrigation schedule (approved by the Project Engineer) and repair leakage of the sprinkler system portion from and including the remote-control valves to the sprinkler risers.

Contractor shall start repairing any damages of the sprinkler system within forty-eight (48) hours of detection or from the time of notification by the State maintenance inspector. A note pad will be placed at the designated location where the Contractor must check for instruction daily on emergency repairs.

REPAIR WORK – Repair work shall be done at the direction of the Engineer. The work shall consist of repairing all of the existing malfunction parts of the sprinkler system from remote control valves to sprinkler heads. The repaired sprinkler system shall operate as intended by the original design. All of the replacement parts shall be paid for by Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule.

The Contractor shall record all the maintenance performed, malfunctions and corrective actions taken on the irrigation system in performing its work under this Contract. The Contractor shall utilize the sample “Trouble Call/Equipment Service Maintenance Report” in Appendix E

- (I) CLOSING OF LANES/TRAFFIC CONTROL - If necessary, the Contractor shall furnish traffic control and closing of lanes and shall be in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways 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.

The contractor is responsible for the work site and the work practices of all employees on the project site and is the controlling, exposing, correcting as well as the creating employer for purposes of this scope of work. The State of Hawaii Department of Transportation monitoring of the work in progress is not representative as the controlling employer for purposes of workplace and work practice safety and health compliance. 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.

TRAFFIC CONTROL PLAN: All closing of lanes shall require a traffic control plan. The traffic control plan shall be prepared/developed by persons 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. The Contractor shall submit this plan to the Engineer and shall request the Engineer’s approval in writing seven (7) working days prior to the scheduled lane closure/traffic control.

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

The Contractor shall submit this permit application to the Engineer, along with the traffic control plan. This permit shall be made part of the approval process specified in the “Traffic Control Plan” subsection. A copy of this permit can be found at

<https://hidot.hawaii.gov/highways/home/doing-business/guide-to-permits> Click the link to the application under “Use and Occupancy Permits”

Do not close traffic lanes or slow down traffic during the peak hours as specified in the Application & Permit for the Occupancy & Use of State Highway Right-Of-Way.

- (J) SPRAYING PESTICIDE & HERBICIDE - Insecticides, fungicides and other pesticides shall be applied as directed by the Engineer to control insect pest and disease. Herbicides may be used for weed 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. Pesticide and herbicide purchased without the Engineer's approval shall not be paid.

Cost for the pesticide and herbicide shall be paid for by Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule.

Annual Training, as applicable. The Contractor and his entire crew who are working on this contract shall attend training to be conducted by the Department to discuss and train on the 2011 State Highway Manual for Sustainable Landscape Maintenance (HMSLM). The Engineer will determine schedule of training and notify the Contractor.

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 four (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. The Contractor shall not spray herbicides or pesticides on windy or rainy days. The Contractor shall not spray within any drainage structures or swales and shall exercise care when spraying near drainage structures or swales so that the pesticide and/or herbicide does not enter the drainage structure or swale. If the undesirable vegetation is greater than five (5) feet in height than it shall be cut first to a height no greater than six (6) inches and then sprayed.

If the Contractor chooses to use restricted pesticides, the Contractor shall obtain all proper certifications from the State of Hawaii, Department of Agriculture. All related certification documentation shall be submitted to the Engineer. The processing, handling and application of the pesticide and/or herbicide must be in compliance with all rules and regulations of the State of Hawaii, Department of Agriculture, and all other applicable Federal, State, County and local rules and regulations.

All work shall be performed in strict compliance with the manufacturer's label and Safety Data Sheet (SDS) as applicable, and in accordance with all State, Federal, County and local rules and regulations. A copy of the SDS 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.

Any damage to man, vegetation, 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. Damage of desired plants or erosion of soils shall be replaced at the Contractor's expense.

(K) CLEARING GUTTERS, SWALES AND DITCHES - Clear and maintain lined drainage ditches, swales and roadway gutters to be free of vegetation, rock, silt and mud, papers, bottles, cans, debris and undesirable plant growth. Stabilize and replant any eroding areas immediately. Earth drainage ditches, swales and gutters will be turf maintained the same as the areas indicated above. Contractor shall exercise care when spraying herbicide or pesticide near drainage structures or swales and shall not spray within any drainage structures or swales. All drainage culverts under roadways and embankments shall be maintained by the State. The Contractor shall notify the State immediately of any blockage detected during normal landscape work. The cost for clearing gutters, swales and ditches shall be paid for by Bid Item 2, Litter Collection, of the Proposal Schedule.

(L) INVASIVE PLANT REMOVAL - The Contractor is responsible for removal and damages resulting from invasive plants found onsite. Refer to the *List of Plant Species Designated as Noxious Weeds for Eradication or Control Purposes* by the Hawaii Department of Agriculture, dated June 18, 1992, or as amended or revised. This list is also shown in Hawaii Administrative Rules (HAR), Title 4, Chapter 68, Noxious Weed Rules (4-68-10).

The following species are a priority on Oahu: Guinea Grass, Sleeping grass, Wiregrass, Kyllinga, California Grass, Maile Pilau, Ivy Gourd, Opiuma, Mysore Thorn and Shoebuttan.

Further information may be obtained from The Oahu Invasive Species Committee, 743 Ulukahiki Street, Kailua, HI 96734, Office: (808)266-7994, Fax: (808)266-7995. Their website can be found at www.oahuisc.org

Refer to the instructions on Invasive Plant Removal on page B-1 of the Appendices.

(M) REMOVAL OF RUBBISH, DEBRIS AND SOLID HAZARDOUS WASTE - The Contractor shall remove all rubbish and debris from the contract limits. Rubbish and debris on roadways, which originate from the landscape maintenance work, shall also be removed by the Contractor before the end of each workday, or immediately if it creates a traffic hazard.

General clean up. Litter in landscaped areas, gutters and shoulders (papers, cigarette butts, bottles, cans, stockpiles, etc.) shall be removed and hauled offsite for proper disposal by the Contractor. General clean-up shall be conducted two (2) days per week for areas covered by this contract as specified in the Maintenance of Landscaped Areas Task and Frequency Matrix, of the Appendices. During each general clean-up day all litter shall be picked up along the **entirety** of all routes covered by this contract. If no litter is observed or picked up on a given general clean-up day then this shall be documented on the Litter Collection Log (described below). This shall be strictly enforced.

Litter collection. The Contractor shall track and provide a log of total number of bags of litter collected, including size of bags and estimated percent full, for each general cleanup day. The form for documenting this information is provided in Appendix D – Litter Collection Log. The litter collection log and weigh tickets documenting the quantity of

debris disposed of, solely from this contract, shall be provided monthly to the Engineer and or shall be readily available upon the request of the Engineer.

Cost for the removal, completion of Litter Collection Logs, weigh tickets, and disposal of debris and litter during general cleanup shall be paid for by Bid Item No. 2, Litter Collection, of the Proposal Schedule.

Prohibited Activities. The burning of rubbish and debris in the highway right-of-way is prohibited. 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.

Solid/Hazardous Waste Disposal. Disposal of solid/hazardous waste such as batteries, tires, tire shreds, machine parts, large debris (i.e. large furniture, etc.) will require a receipt from the certified landfill and a photograph of the waste materials in the original location. Payments shall not be processed without the required receipt and pictures. The Contractor shall submit to the State the required receipt and photographs with his/her monthly invoice.

The total cost of disposal of the above solid/hazardous waste shall be paid for by allowance in Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule and shall be negotiated in a manner similar to Section 4.5, Price Adjustment of the Specifications and shall be no more than 1.5 x landfill cost. The landfill receipt shall clearly indicate the items, quantity and weight of the disposed items. The photographs submitted shall clearly show all waste items prior to the removal of waste material in the original locations.

Debris, rubbish, solid/hazardous waste shall be disposed of away from the highway right-of-way in strict compliance with federal, state, county and local rules and regulations.

Biohazards and Biowaste. Biohazards (i.e. drugs, needles, etc.) and bio-waste (i.e. human waste, etc.). When found at the highway right-of-way, do NOT touch these materials. Contact/notify the Engineer -Oahu District's representative (Point of Contact) immediately. These materials are infectious or are potentially infectious and shall be handled by trained personnel only. Handling and disposal of these materials shall be performed by a separate State contract.

(N) 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.

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.

- (O) 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 in Bid Item No. 1, Maintenance of Landscaped Areas, of the Proposal Schedule

The following is a list of plants that require specific maintenance requirements as follows:

TREES	
Ohi'a Lehua Tree [Metrosideros polymorpha]	Susceptible to Rapid Ohia Death. Follow instructions provided on this website for responding to Rapid Ohia Death: https://cms.ctahr.hawaii.edu/rod/EDUCATION-OUTREACH/MATERIALS
Rainbow Shower Tree	Produces litter when blooming, prune annually to shape tree. Protect trees less than 12-inch caliper trunk with tree guard.
Kou	Moth infestation. Poor drainage may cause root fungus.
Monkeypod	Prune surface roots if used near pavement. Noctuid moths are an occasional problem. Report any pavement damage to the Engineer
Coconut	Remove dried fronds and nuts three times annually for safety.
Manila Palm	Remove brown fronds and ripe fruit. Susceptible to mealy bugs.
Fiji Fan Palm	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.
Bestill Tree	All parts are poisonous when ingested.
Kalamona Tree	Flowers and seed pods present a moderate litter problem.
Sago Palm	Susceptible to scale (can form a white or gray crust) or occasional attacks of mealy bugs. Use an insecticidal soap or a product labeled for scale. Sago palm should be done at least once a year. Oldest and lowest leaves eventually have brown tips or turn brown and should be removed. Cut as close to the trunk as possible.

Plantings Requiring Additional Tasks – TREES (cont'd)	
Wiliwili Tree	Most problems come from overwatering or poor drainage. It has minimal maintenance requirements. Pests include spider mites and Chinese rose beetles. Powdery mildew can be a problem in moist areas.

SHRUBS	
Plumbago [Plumbago auriculata]	Do not add lime to the soil; Plumbago likes a slightly acidic pH. The foliage may turn yellow due to manganese deficiency, but applying manganese sulfate will cure that. Plumbago should be pruned heavily to keep it neat and within bounds and to make it bushy to maximize the number of flowers. Minimal problem with scales, aphids, mealy bugs.
Oleander [Nerium oleander]	All parts are poisonous when ingested. Susceptible to Oleander hawk moth, mealy bugs and scale.
Naupaka	Maintain as an irregular, informal massing. Too much moisture can cause wood rot.
Hibiscus	Susceptible to mites. Allow hibiscus to grow 6" to 9" through chain link fence. Prune as one continuous hedge. Do not prune in between plants. Thin and head back a third of growth in March.
Natal Plum	Exercise care as it is loaded with small sharp thorns. Susceptible to spider mites, thrips and whiteflies, and occasionally scale insects, which attack young plants. Prune as one continuous hedge. Do not prune in between plants.
False Eranthemum [Pseuderanthemum carruthersii]	Prune as hedge

GROUND COVERS	
Bermuda Grass	Susceptible to army worms and Bermuda grass mite
Golden Glory	Takes six (6) months to establish during which is susceptible to weed infestations. Maintain 5” height. Resistant to herbicides: Dual, Balan Granular, Treflan Granules, Snapshot Granular, Fusilade and Vantage at recommended label rates. Ronstar pre-emergent will yellow leaves and kill plant. Yellow leaves may also be a sign of micronutrient deficiencies if the soil has an alkaline pH.
Wedelia	Attacked by several chewing insects, mites and leaphoppers. Maintain 6” height.

VINES	
Kuhio Vine	Exercise great care when trimming grass around existing Kuhio Vine growing on median fence between Atkinson Drive and Kalakaua: do not cut vine stalk. Protect vine stalks with tree guard.

10.5 BASIS FOR PAYMENT – The Contractor’s bid price shall be full compensation for furnishing all labor, materials, tools, equipment, vehicles, communication costs, taxes, insurance, overhead, travel, and incidental costs necessary for the maintenance of certain designated landscaped areas, including viaducts and planter boxes within the highway right-of-way as specified in this contract. Section 9.4 PROGRESS PAYMENT of the Special Provisions summarizes the invoice format. Maintenance of landscaped areas will be paid for on the following basis:

(A) Earnings. Computed as follows:

1. For Bid Item No. 1 - monthly earnings shall be per unit price as specified in the Proposal Schedule.

Bid Item No. 1 shall include mowing; edging and trimming of grass; weeding; edging and trimming of vines and ground cover; trimming of shrubs; controlling intrusion along the right of way; invasive plant removal; and maintenance and adjustments to irrigation system.
2. Bid Item No. 2 shall include clearing gutters, swales and ditches; removal of rubbish and debris; and work shall be documented using the Litter Collection Log in Appendix D.

3. Bid Item No. 3 – Miscellaneous Work will be used only at the discretion of the Engineer for additional miscellaneous work and materials used within the project area. The amount shall be negotiated in a manner similar to Section 4.5 - PRICE ADJUSTMENT of the Specifications.

Bid Item No. 3 shall include application of pesticide and herbicide and irrigation system Repairs Including Parts. The Contractor shall be reimbursed for the cost of the new parts including shipping plus fifteen percent (15%) for overhead, profit, taxes and other incidental expenses. The Contractor shall substantiate its charges by submitting original billing as requested by the State.

- (B) Incidental Costs. These incidental costs include, but are not limited to, the following:

- Vehicle logo
- Employee uniforms
- Required training
- Personal protective equipment (PPE)
- Traffic control/closing of lanes
- Development of Traffic Control Plans
- Development of a Safety Plan

- (C) Deductions (as applicable)

1. If the Contractor fails to maintain the designated landscaped areas satisfactorily as required, 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 – This amount, if any, 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

10.6 INSPECTION OF PLANS AND OF AREAS TO BE MAINTAINED

- (A) A set of detailed plans showing the limits of the areas and sprinkler system plans to be maintained will be available for inspection at the Oahu District Baseyard Office at 727 Kakoi Street, Honolulu, Hawaii 96819. 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 808-831-6700 x 134.

- (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. Adjustments in the contract price shall be determined in accordance with the Specifications.
- (C) Once construction is complete and plants have been established, the State may request the Contractor to provide landscape maintenance services. The State shall issue a Change Order and shall modify the contract in writing as specified. Adjustments in the contract price shall be determined in accordance with the Specifications.
- (D) Throughout the life of the contract, the State may add additional areas that are not under contract which are outside the area of 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 as specified. Payments for services to added areas will be paid by Bid Item No. 3, Miscellaneous Work, of the Proposal Schedule.

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

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

10.8 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;

10.9 ESCALATION CLAUSE – If the State and Contractor mutually agree to extend the contract, in accordance with Section 10.8 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.

10.10 WORK SCHEDULE – Contractor's normal work shall be performed during daylight hours, Monday through Friday (except State holidays). All work is to be conducted in a professional manner that is not disruptive.

The Contractor shall bring the project up to specifications within thirty (30) days of the Notice to Proceed date. If the Contractor is unable to bring the project up to specifications within thirty (30) days, the Contractor 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 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 contract areas if such areas require immediate attention.

10.11 CONTRACTOR SUBMITTALS – The Contractor shall submit the following to the Department:

- (A) After each application. Record of pesticide/herbicide used, area sprayed, and date applied.
- (B) 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
- (C) Initially and Annually. Training completion report.

10.12 SAFETY AND ACCIDENT PREVENTION – The Contractor shall conduct his maintenance operations with due regard to the convenience and safety of the public at all times. The protection of persons and property shall be provided by the Contractor.

(A) Safety Concerns

- 1. All work under this contract shall be in full compliance with Subsection 107.11, Safety: Accident Prevention and 107.12, Protection of Persons and Property of the Standard Specifications
- 2. The Contractor shall take all necessary precautions to protect all his/her employees and all other 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); 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.
- 3. The Contractor is responsible for the work site and the work practices of all employees on the project site and is the controlling, exposing, correcting as well as the creating employer for purposes of this scope of work. The State of Hawaii Department of Transportation monitoring of the work in progress is not

representative as the controlling employer for purposes of workplace and work practice and health compliance.

4. While working in the right-of-way areas, all employees under control of the Contractor shall wear OSHA-compliant personal protective equipment (PPE) appropriate to the hazards, including, but not limited to:
 - Head protection (e.g. hard hats)
 - Eye and face protection (e.g. face shields, safety glasses, or goggles)
 - Hand protection (e.g. gloves to protect against cuts, vibration and chemical exposure)
 - Hearing protection (e.g. ear plugs and/or ear muffs)
 - High-visibility clothing conforming to ANSI / ISEA 107 and MUTCD Section 6D.03)
 - Personal fall arrest or restraint systems
 - Chain-saw-resistant leg protection
 - Foot protection (e.g. hard-toe shoes/boots)
 - Protective clothing (e.g. Long sleeves for pesticide application). Cost of employee's PPE shall be incidental to the cost of maintaining landscaped areas services
 - Other PPE as required (e.g. respirators for pesticide mixing or application if required by the pesticide label)

(B) Hazardous Materials / Environmental Protection

1. The Contractor shall comply with all Federal, State and local environmental laws and regulations when handling hazardous materials.
2. All work shall be performed in strict compliance with the manufacturer's label and or Safety Data Sheet (SDS) as applicable and in accordance with State, Federal and local regulations and laws. A copy of the SDS shall be submitted to the Engineer **two days prior to the scheduled use** for his approval prior to use **or immediately notify the Engineer by phone or fax for his verbal approval** in cases of emergency situations which occur during off hours. A copy of the SDS shall be submitted to the Engineer by close of business the following working day. Refer to Section 10.15, 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 10.12(C)1 of the Specifications. The Contractor at the jobsite shall maintain a copy while 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 to the Engineer for the project files.

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

2. Annual Training. The Contractor and his entire crew who are working on this contract shall attend training 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. *Attendees are required to pass a written exam at the end of the training in order to fulfill the requirements of the training.*

(D) Safety Plan

1. As a minimum and as applicable, the Safety Plan shall contain the following information: Project Number, Project Title, Contract Number, Activity description, hazard, action required to mitigate the hazard, special training requirements, engineering controls (i.e. guardrails, barricades, etc.), administrative controls (Standard Operating Procedures, signs, etc.), emergency information, safety equipment checklist, and required PPE.
2. This plan shall be submitted to the Engineer prior to or at the Pre-Start meeting or resubmitted within seven (7) working days prior to commencement of the work when there are revisions.
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.

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 from 3a) and 3b) above

4. Costs involved with the development and certification of the Safety Plan shall be incidental to the cost of maintaining landscaped areas services.

10.13 MAINTENANCE TASK AND FREQUENCY MATRIX – The Contractor shall use the chart as a guideline for the frequency and duration of each maintenance task.

Refer to Appendix C, “Maintenance of Landscaped Areas Task and Frequency Matrix”.

10.14 CONTRACTOR EVALUATION FORM – The Contractor shall be evaluated on his or her performance using the “Landscape Maintenance Contractor Performance Rating Checklist” form, Appendix G, of the Appendices.

10.15 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.

10.16 PRE-START MEETING – Pre-start meeting shall only be done if requested by the District. Three (3) working days prior to the Notice to Proceed date or earlier, the Contractor shall schedule a pre-start meeting by contacting the Engineer or his authorized representative at the phone number or email address as specified in Section 10.2 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 Lead Maintenance Person/Highway Maintenance Supervisor for this project.

- (A) Equipment list for all equipment/vehicles that will be used on this project including lease agreement for leased equipment.
- (B) Coordination of access to the working areas as applicable.
- (C) Verification of quantities in the Proposal Schedule and boundaries of right-of-way areas.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

APPENDICES

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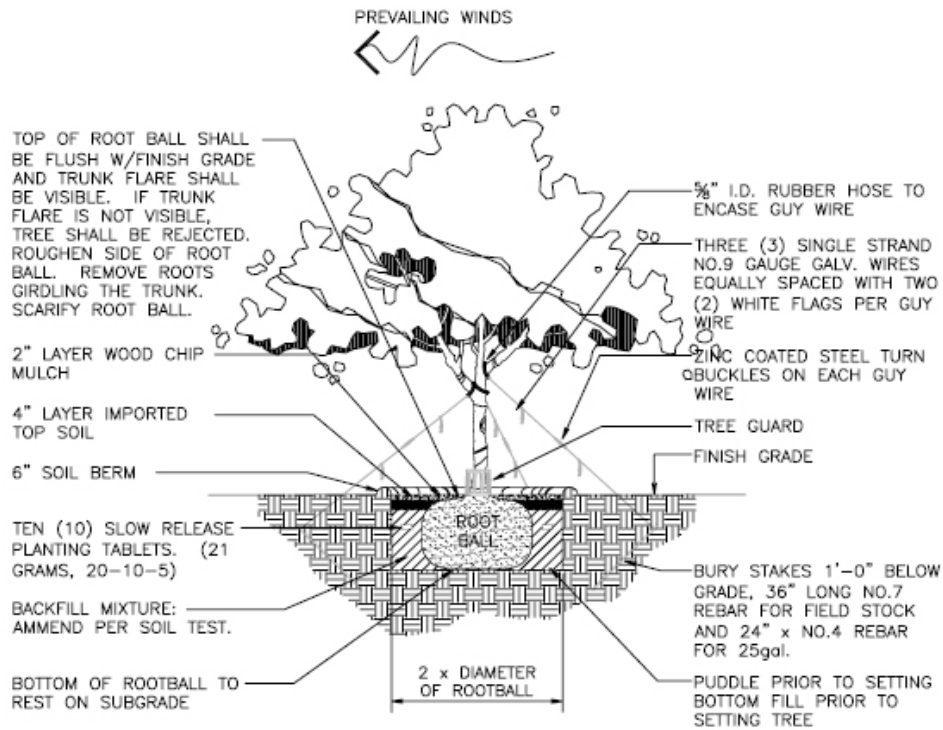
Appendix G – Landscape Maintenance Contractor Performance Rating Checklist

Appendix H – Monthly Review – Landscape Service Contracts Monthly Pay Estimate (Sample)

Appendix I – Sample Monthly Invoice

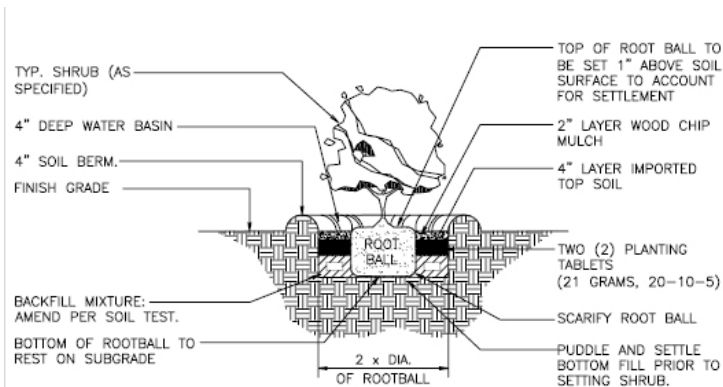
Appendix J – Sample Certified Payroll Report

APPENDIX A **TREE PLANTING AND SHRUB PLANTING DETAILS**



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.

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



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

APPENDIX B
INVASIVE PLANT REMOVAL

INVASIVE PLANT	REMOVAL INSTRUCTIONS
Guinea Grass [Panicum maximum]	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.
Sleeping Grass [Mimosa pudica]	Very sensitive to picloram (0.25 lb/acre), sensitive to triclopyr (1 lb/acre).
Wiregrass [Eleusine indica]	Sensitive to MSMA.
Kyllinga [Cyperus brevifolius]	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 [Brachiaria mutica]	Drizzle application of glyphosate at 1 lb/acre.
Maile Pilau [Paederia foetida]	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 [Coccinia grandis]	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 [Caesalpinia decapetala]	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 seedlings. Accessible stems may be treated with triclopyr ester at 20% product in diesel or crop oil in very low volume applications.
Shoebuttan [Ardisia elliptica]	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 C
MAINTENANCE OF LANDSCAPED AREAS
TASK AND FREQUENCY MATRIX

Section 10.4	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 of grass along curbs, edge of pavements, guardrails, fences, structures and around trees and shrubs	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)	Edging and trimming of vines and ground cover	2	2	2	2	2	2	2	2	2	2	2	2	24
(E)	Shrub Trimming (natural appearance)	1	1	1	1	1	1	1	1	1	1	1	1	12
(E)	Caring of Trees/Tree Trimming (sight distance/clear zones/clear space) - continuous	In accordance with Section 10.4(E) of the Specifications												
(E)	Mulching (See Appendix A)	-	-	-	-	-	-	-	-	-	-	-	-	As Requested
(F)	Controlling vegetation intrusion of right-of-way line	2	2	2	2	2	2	2	2	2	2	2	2	24
(G)	Watering	In accordance with Section 10.4(G) of the Specifications												
(H)	Irrigation Maintenance and Repair	In accordance with Section 10.4(H) of the Specifications												
(J)	Spraying Pesticides & Herbicides	-	-	-	-	-	-	-	-	-	-	-	-	As Needed
(K)	Clearing Gutters, Swales and Ditches	2	2	2	2	2	2	2	2	2	2	2	2	24
(O)	Plantings Requiring Additional / Special Tasks	-	-	-	-	-	-	-	-	-	-	-	-	In accordance with Section 10.4 (O)
(L)	Invasive Plant Removal	2	2	2	2	2	2	2	2	2	2	2	2	24
(M)	Removing and disposing rubbish and debris and litter resulting from the work activities (i.e. paper, cans, bottles, cigarette butts, tree limbs, palm leaves, etc.), <u>including waste material resulting from the work activities</u>													Required after any work activity
(M)	General clean up. Removing and disposing rubbish and debris and litter (i.e. paper, cans, bottles, cigarette butts, tree limbs, palm leaves, etc.)													104 (2 times per week)

APPENDIX D

HDOT Highways - Landscape Contractor Litter Collection Log

Contractor: _____

Contract Number: _____

Size of Trash Bags Used: _____

[illegible]

APPENDIX E

TROUBLE CALL / EQUIPMENT SERVICE MAINTENANCE REPORT

Date _____

Sheet No. _____

Project No.: 92AB-01-26C & 64A-01-26C

Contract No. _____

Project Title: Maintenance of Landscaped Areas and Maintenance, Repair and Inspection of Irrigation System, Nimitz Highway, Kalihi Stream to Richards Street, Ala Moana Boulevard, Richards Street to Kalakaua Avenue, and Sand Island Access Road, Nimitz Highway to Auiki Street, Island of Oahu

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

Date of Service Call: _____

Name of Person (s) Making Call: _____

Time In at Site: _____

Time Out at Site: _____

Person (s) Contacted: _____

Nature of Service Call (Routine Maintenance or Emergency – Explain)

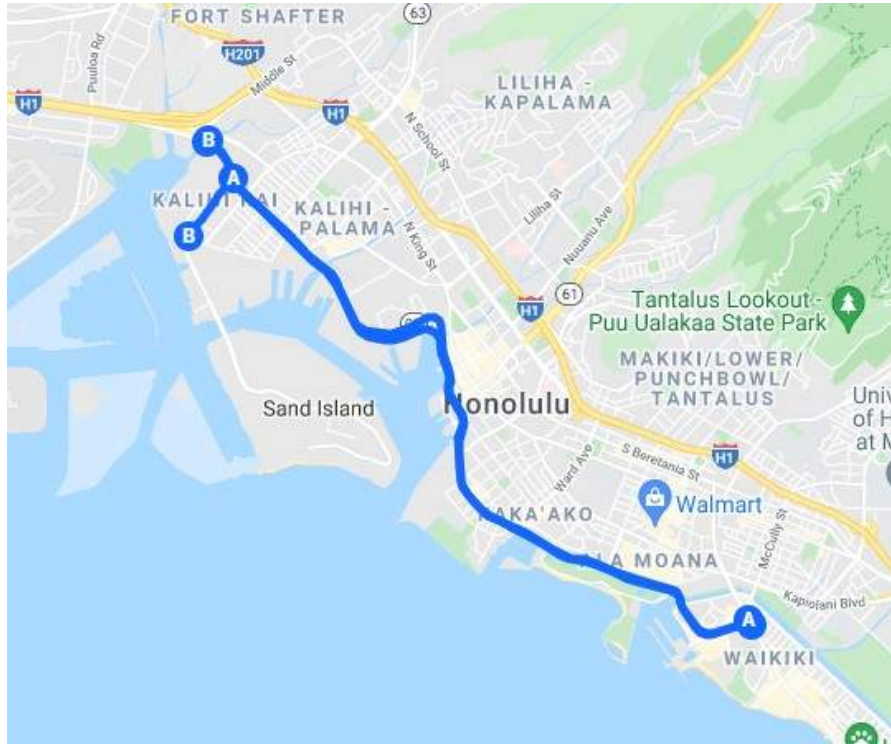
Equipment Readings and Maintenance Performed (List all items serviced):

Remarks and Recommendation: _____

Submitted by: _____

SAMPLE

APPENDIX F



LOCATION PLAN

MAINTENANCE OF LANDSCAPED AREAS
AND MAINTENANCE, REPAIR AND INSPECTION OF IRRIGATION SYSTEM
NIMITZ HIGHWAY, KALIHI STREAM TO RICHARDS STREET
ALA MOANA BOULEVARD, RICHARDS STREET TO KALAKAUA AVENUE
PROJECT NO. 92AB-01-26C
AND
SAND ISLAND ACCESS ROAD, NIMITZ HIGHWAY TO AUIKI STREET
PROJECT NO. 64A-01-26C
NOT TO SCALE

APPENDIX G
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

LANDSCAPE MAINTENANCE CONTRACTOR
PERFORMANCE RATING CHECKLIST

CONTRACTOR:	
PROJECT NO:	92AB-01-26C / 64A-01-26C
CONTRACT NO:	
PROJECT TITLE:	NIMITZ HIGHWAY/ALA MOANA BLVD, KALIHI STREAM TO KALAKAUA AVENUE/ SAND ISLAND ACCESS ROAD, NIMITZ HWY TO AUIKI STREET

RATED BY:	
DATE:	

ITEM	TASK DESCRIPTION	SATISFACTORY	UNSATISFACTORY	COMMENTS
A	MOWING OF TURF AREAS			
B	EDGING & TRIMMING GRASS & CURBS, PAVED AREAS			
C	WEEDING			
D	EDGING & TRIMMING OF VINES & GROUND COVER			
E	TRIMMING & CARE OF SHRUBS AND TREES			
F	VEGETATION INTRUSION IN ROW			
G	IRRIGATION			
H	CLEARING GUTTERS, SWALES & DITCHES			
I	REMOVING AND DISPOSING OF TRASH & DEBRIS			

APPENDIX H

MONTHLY REVIEW

SAMPLE

MONTHLY PAY ESTIMATE

		Percent %	Dollar Amount	Accepted	
A	Mowing	50%		Y / N	
B	Edging & Trimming grass @ curbs, paved areas, etc.	5%		Y / N	
C	Weeding	15%		Y / N	
D	Edging & Trimming of vines & ground cover	1%		Y / N	
E	Trimming & care of shrubs and trees	7%		Y / N	
F	Vegetation Intrusion	3%		Y / N	
G	Watering	5%		Y / N	
H	Pesticides & Herbicides	5%		Y / N	
I	Clearing gutters, swales, & ditches	4%		Y / N	
J	Removing and disposing rubbish and debris	5%		Y / N	
		100%	\$0.00		\$0.00
	Accepted work for this pay period	100%	\$0.00		\$0.00
	Payment deduction for this period		\$0.00		
	Percentage deduction for this period	0%			
					\$0.00
	Sprinkler Maintenance		\$0.00	Y / N	\$0.00
					\$0.00

Appendix I
Sample - Monthly Invoice

Maintenance Service

1234 Any Street, Honolulu, Hawaii 12345 Phone: (808)123-1234 Fax: (808)123-1235 Email: name@email.com

Bill To: District Engineer – Oahu District
Highways
Department of Transportation
727 Kakoi Street
Honolulu, Hawaii 98619

Date: _____
Invoice No.: _____
Contract No.: _____
Project No.: **92AB-01-26C**

Project Title: Maintenance of Landscaped Areas and Maintenance, Repair and Inspection of Irrigation System Moanalua Freeway, Halawa to Middle Street, Island of Oahu

Contract Period: Month/Year to Month/Year

Period covered: (full pay period, head-to-tail format, first pay period from the NTP date to following month similar to this sample): **July 1, 2026 to July 31, 2026**

Bid Item No.	Item Description	Qty (a)	Unit (b)	Unit Price (c)	Amount (a x c)
1	Monthly Routine/Preventative Maintenance and Inspection Services	1	Each	\$ _____	\$ _____
6	Replacement Parts	ALLOWANCE		ALLOWANCE	\$ _____
7	Miscellaneous Work	ALLOWANCE		ALLOWANCE	\$ _____
Subtotal					\$ _____
Less Deductions					\$ _____
Less Liquidated Damages per Section 8.6 of the Special Provisions and Proposal					\$ _____
Subtotal					\$ _____
Less 5% Retainage per Section 9.2 Retainage/ Deduction From Payment, of the Specifications					\$ _____
Total Amount Due					\$ _____

I certify that services requested under the contract have been performed by *HVAC Services* according to the contract.

Signature
First J. Name
President
HVAC Services

SAMPLE - CERTIFIED PAYROLL REPORT

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PROJECT: MAINTENANCE OF LANDSCAPED AREAS
AND MAINTENANCE, REPAIR AND
INSPECTION OF IRRIGATION SYSTEM,
NIMITZ HIGHWAY, KALIHI STREAM TO
RICHARDS STREET, ALA MOANA BOULEVARD,
RICHARDS STREET TO KALAKAUA AVENUE
AND SAND ISLAND ACCESS ROAD, NIMITZ
HIGHWAY TO AUIKI STREET, ISLAND OF OAHU

PROJECT NO: 92AB-01-26C & 64A-01-26C

TERM OF CONTRACT: 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 10.8, Option to Extend
Term.

LIQUIDATED DAMAGES: Refer to Section 8.6, Liquidated Damages, of the Special
Provisions and Section 10.5 Basis of Payment, of the
Specifications for applicable deductions.

PROJECT MANAGER
CONTACT INFORMATION Maaza C. 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. _____

Matls. & Serv.
r12/2020

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
AND MAINTENANCE, REPAIR AND INSPECTION OF IRRIGATION SYSTEM
NIMITZ HIGHWAY, KALIHI STREAM TO RICHARDS STREET,
ALA MOANA BOULEVARD, RICHARDS STREET TO KALAKAUA AVENUE
PROJECT NO. 92AB-01-26C
AND
SAND ISLAND ACCESS ROAD, NIMITZ HIGHWAY TO AUIKI STREET
ISLAND OF OAHU
PROJECT NO. 64A-01-26C

Bid Item No.	Item Description	Qty (a)	Unit	Unit Price (b)	Amount (a x b)
1	Maintenance of Landscaped Areas and Maintenance of Irrigation System	12	Month	\$ _____/month	\$ _____
2	Litter Collection (including clearing gutters, swales and ditches)	12	Month	\$ _____/month	\$ _____
3	Miscellaneous Work	Allow	Allow	Allow	\$ 80,000.00
TOTAL AMOUNT FOR COMPARISON OF BIDS (Sums of Bid Items No. 1 through No. 3)					\$ _____

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. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. In case of discrepancy between unit price and the total in said bid, the unit price shall prevail.

Notes (cont'd)

5. Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. 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.

6. Do not add or remove any items from the Proposal Schedule. Altered Proposal Schedules shall be rejected. Only provide bid prices and totals where space is provided
7. 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.

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

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

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

(State/County entity)

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

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

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for MAINTENANCE OF LANDSCAPED AREAS AND MAINTENANCE, REPAIR AND INSPECTION OF IRRIGATION SYSTEM, NIMITZ HIGHWAY, KALIHI STREAM TO RICHARDS STREET, ALA MOANA BOULEVARD, RICHARDS STREET TO KALAKAUA AVENUE, PROJECT NO. 92AB-01-26C, AND SAND ISLAND ACCESS ROAD, NIMITZ HIGHWAY TO AUIKI STREET, ISLAND OF OAHU, PROJECT NO. 64A-01-26C, it will fulfill the following conditions:

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

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

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

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

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
____ day of _____

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

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

Notary signature
Date _____
NOTARY CERTIFICATION