

TREE TRIMMING AND REMOVAL,
STATE OF HAWAII DEPARTMENT OF TRANSPORTATION
HARBORS OAHU DISTRICT

June 29, 2026

Scope of Work

The Department of Transportation, Harbors Oahu district will require the trimming of multiple trees on the island of Oahu. This contract is a "As Services Required" contract not to exceed \$99,999.99. Currently trimmings for coconut trees occur two (2) times per year approximately six (6) month apart, however trimmings per year are estimates for bid purposes only. No work shall commence unless approved by the Project Manager or representative.

The following are the principal items or work to be performed:

1. **Trim and Shape** Remove all dry and excessive fronds, all flowers, and all nuts from coconut and palm trees. The bottom fronds should be pointing in the 10 o'clock and 2 o'clock positions when trimming is completed. See Attachment III as a guide and a sample of what the tree should look like approximately one month after cutting. All trimmings shall be done using a boom truck or equivalent. If a boom truck is unable to reach fronds, flowers, and nuts, spikes may be used only if approved by an authorized DOT Harbors representative.
2. **Removal of Trimmings and Debris** While work progresses, all trimmings and debris shall be shredded and hauled away the day of the trim. Debris shall be transported in a manner that will prevent spillage. **No trimmings or debris shall be left overnight.** Trimmings and debris shall be transported to a disposal site that meets the requirements of local ordinances and regulations applicable to refuse disposal. Any deviation from this requirement must have the prior approval of an authorized DOT Harbors representative.
3. **General**
 - a. All work shall be done between 7:00a.m. to 2:00 p.m., Monday through Friday. No work shall be done on State holidays or on the weekends. All arrangements must be coordinated with the Project Manager (PM) Mr. Gregory Gomes, who may be contacted at (808) 832-3848 or Gregory.K.Gomes@hawaii.gov
 - b. The Bidder shall provide safety signs, barricades, and other devices necessary for the safety and convenience of the public. Bidder shall always conduct his/her work to assure the least possible disruption to normal operations to include normal public traffic in public access areas (vehicular and pedestrian). Work shall allow for the free flow of traffic and public rights-of way. There shall be no overnight storage of vehicles or equipment at any DOT Harbors facilities.
 - c. Any damage to plants, structures, facilities, and other items in the area and adjoining properties shall be repaired and/or replaced by the Bidder at his/her own expense and restored to the satisfaction of the Project Manager and the injured party(ies).
 - d. Adverse conditions which may require major field changes not stated in the contract must be reported to the Project Manager prior to commencement or continuation of work.

- e. The Bidder shall re-execute any work that fails to conform to the requirements of the purchase order agreement and shall immediately remedy any defects due to faulty workmanship by the Bidder. Should the Bidder fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Bidder.
- f. Contractors shall always wear proper attire (in good taste) and safety attire. The Contractor and its employees shall wear shirts identifying the Contractor's company and shall also always maintain photo identification on their persons.

SPECIAL PROVISIONS

The bid award shall be based on the availability of funds. DOT Harbors reserves the right to cancel the agreement or a location with thirty (30) days advance written notice.

Term The bid shall be for the (12) month period with 1-year extensions by mutual agreement commencing from the project start date as listed in HlePro with required for services through State purchase orders. The bid offering will include at a minimum, two (2) trimmings during the twelve (12) month period as specified in the Bid Quotation section. (refer to attachment IV).

Bidder Qualifications Bidder must have a type C-27 or C-27B tree trimming license from the State of Hawaii, Department of Commerce and Consumer Affairs. Also, must have a Western Chapter ISA Certified Tree Worker Program Certification and a Certified Arborist. Bidder shall provide a copy of the license and certificate. Award will not be made to any Bidder failing to meet this qualification requirement.

Bidder must also have a permanent office location from where he/she conducts business and be accessible to telephone calls regarding complaints or requirements that need immediate attention. An answering service is acceptable provided a response is made within two (2) hours of the initial call.

Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes during the life of the contract. The "Certificate of Vendor Compliance" is accepted for the execution of contract and for any payment.

Quantity of Tree Removals per Year The quantities and dates of trees to be removed cannot be determined at this time. No guarantee to purchase services for the exact number of palms or the number of trimmings per year is intended or implied. The State reserves the right to increase or reduce the quantities and the number of trimmings per year at the prices quoted. **No bid will be accepted unless a complete Attachment IV is submitted with your bid.**

Site Inspection Please refer to Attachment II, Maps, for information purposes. Prior to submittal of an offer, Bidder may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Bidder inspection is not mandatory; however, submission of an offer shall be evidence that the Bidder understands the scope of the project and shall comply with specifications herein, if awarded the contract. Attachment III is provided as an example of how the trees are trimmed and their appearance after the trimmings. No

Attachment 1

additional compensation, after bid opening, shall be allowed for reason of any misunderstanding or error regarding site conditions or work to be performed.

Bid Quotation Unit bid price shall include labor, transportation, all applicable taxes and any other costs incurred to provide services specified. The bid quotation shall be based upon the bid information in Attachment IV.

Wage certificate must be completed and submitted should bid price exceed \$25,000.

Liability Insurance The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined singled limit per occurrence for bodily injury and property damage.
Automobile Liability	\$2,000,000 general aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required shall contain the following clauses:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Transportation Harbors, Oahu District, 700 Fort Street, Honolulu, Hawaii 96813.
2. "The State of Hawaii is added as an additional insured as respect to operations performed for the State of Hawaii"
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code.

Prior to the commencement of the work, the Bidder agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with.

Failure of the Bidder to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided for the termination of services.

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

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

Attachment 1

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 shall cover the State for all work performed under the contract, all work performed incidentally thereto or directly or indirectly connected therewith, including others 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.

Applicable Laws Bidder shall comply with all applicable laws of the federal, state and county governments to include but not limited to laws relating to workers' compensation, unemployment compensation and worker safety.

Due Care Bidder and its employees shall always use due care for the public's safety in its operations and shall be responsible for its own actions.

Start of Work Work shall commence as indicated on the HIEPro solicitation date posted online by the Department of Transportation Harbors. The Bidder must coordinate with the Project Manager in advance before starting work at any location. The Project Manager shall schedule the priority of work. All work within an area must be finished before commencing work at the next area.

Time of Completion Work shall be completed within fifteen (15) working days from the commencement date of the as mutually agreed upon with the Project Manager or authorized designee. In the event the Bidder fails to complete the work within the specified period, liquidated damages shall be assessed.

Liquidated Damages Liquidated damages are fixed at a sum of ONE HUNDRED DOLLARS (\$100.00) per every calendar day or actual costs to the State (whichever is greater) that the Bidder fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Bidder.

Invoicing Bidder shall send an electronic invoice upon completion of all services listed in the purchase order.

Electronic invoices shall be sent to:

Gregory.K.Gomes@hawaii.gov Justin.R.Ige@hawaii.gov DOT.HAR-OO@hawaii.gov

Sharilynn.KY.Ouchi@hawaii.gov