

## SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 1 – DEFINITIONS AND TERMS is amended as follows:

1.38 WORKING DAY – is amended in its entirety to read as follows:

“Every day, except Saturdays, Sundays and the following holidays.

Normal State holidays are as follows:

New Year’s Day (first day in January)  
Dr. Martin Luther King, Jr. Day (third Monday in January)  
President’s Day (third Monday in February)  
Prince Jonah Kuhio Kalaniana’ole Day (twenty-sixth day in March)  
Good Friday (Friday preceding Easter Sunday)  
Memorial Day (last Monday in May)  
King Kamehameha I Day (eleventh day in June)  
Independence Day (fourth day in July)  
Admissions Day (third Friday in August)  
Labor Day (first Monday in September)  
General Election Day [in November (as applicable)]  
Veterans’ Day (eleventh day in November)  
Thanksgiving Day (fourth Thursday in November)  
Christmas Day (twenty-fifth day in December)”

Add the following:

“1.39 ENGINEER – The Administrator of the Highways Division, acting directly or through his duly authorized representatives, who is responsible for engineering supervision of construction and other highway matters.”

1.40 STANDARD SPECIFICATIONS – The Hawaii Standard Specifications for Road, Bridge and Public Works Construction, 1994, Highways Division, Department of Transportation, as amended.”

B. SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS is amended as follows:

2.1 QUALIFICATION OF BIDDERS AND INTENTION TO BID is to be amended by adding the following:

“Attention is directed to the provisions of Chapter 444, H.R.S., regarding the licensing of contractors in the State.”

A C-27b, Tree Trimming and Removal Contractor's license or a C-27, Landscaping Contractor's license is required for this project. In accordance with OSHA 29CFR 1910.269 and electric power company's specifications and requirements, Contractor or his employees shall be recognized as Certified Line Clearance Tree Trimmers.

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

Prospective bidders must be capable of performing the work for which bids are called."

2.7 DISQUALIFICATION OF BIDDERS is amended by adding the following:

"F. Lack of responsibility and cooperation as shown by past work. Any Contractor disqualified for unsatisfactory performance will not be allowed to bid on any work of the Department for a period of two (2) years after the final acceptance of the past work or the termination of contract for unsatisfactory performance."

Add the following new section:

"2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES -- Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, bidders should submit the attached "Certificate for Performance of Services" in the event bids are in excess of \$25,000. The notarized certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering into a contract to perform services.

As of the bid opening date, salaries of public officers and employees performing work similar to the work called for under this contract are as follows:

<u>Class</u>	<u>Salary Range</u>	<u>Minimum Hourly Pay Rate</u>
General Laborer I	BC-02	\$ 11.81
General Laborer II	BC-03	\$ 12.16
Tree Trimmer/Truck Driver	BC-05	\$ 13.17
Tree Trimmer	BC-07	\$ 14.27

The above information is provided to the Contractor 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 bidders 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 working on this project at all times. Information on the status of Bargaining Unit (BU) contracts can be

obtained from the State Department of Transportation, Highways Division, Personnel Management office (587-2229).

Bidders are further advised that they are not restricted to hire 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 hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee."

C. SECTION 4 – SCOPE OF WORK is amended as follows:

4.2 PERFORMANCE OF WORK is amended by adding the following:

The Contractor shall perform work satisfactorily in the judgment of the Director during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Director 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 to satisfactory status. In case the Contractor fails to comply after five (5) working days from the date of receipt of such a written order from the Director, the Director may employ a working force and equipment and charge the Contractor for the reasonable cost thereof including depreciation for equipment or he may terminate the contract."

D. SECTION 5 – CONTROL OF WORK is amended as follows:

5.3 COOPERATION OF CONTRACTOR AND DIRECTOR is amended by adding the following:

"The Contractor shall have at each site, at all times when work is scheduled, a responsible individual who is able to understand and speak the English language. Such individual(s) shall have complete authority to communicate with the Inspector and to relate the Inspector's instructions to the Contractor or his workers. The Contractor shall submit the name(s) of such individual(s) before starting work on the project and inform the Inspector in writing of any changes in such assigned responsibilities.

The Contractor shall furnish the State with a telephone number where he can be reached at all times during normal working hours. This is very important during the contract period."

5.4 INSPECTION is amended by adding the following:

“The Contractor shall maintain all books, documents, papers, records, and other evidence pertaining to payroll, employee’s name and social security number, wage rates and hours worked and to make such materials and information available at their respective offices at all 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 7 – LEGAL RELATIONS AND RESPONSIBILITY is amended as follows:

7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first paragraph with the following:

“7.8 LABOR AND COMPENSATION REQUIREMENTS – Wages paid each employee employed by the Contractor shall be no less than those specified in Section 2.9 of the Special Provisions. The Contractor shall submit certified payroll affidavits in the form approved by the Department, showing full information on the name of each employee who worked during the reporting period, their rates of pay, the number of hours worked, gross earnings and deductions made. Failure to comply with the conditions of this section during the contract period shall result in cancellation of the contract.

The Contractor shall be require to comply to the laws of the U.S. Immigration and Naturalization Service (USI&NS) and Section 103-57, Hawaii Revised Statutes, whichever is more severe. 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 alien (undocumented alien) under the laws of the USI&NS or Section 103-57, HRS, shall be immediately dismissed from the project and not be rehired until he or she is properly cleared.”