INVITATION FOR BIDS

Banyan Drive Tree Treatment and Monitoring Project
Solicitation No. 26-01
Including Proposed Agreement and Bid Forms

Owner	The Outdoor Circle
Bid deadline	5:00 p.m. HST, Wednesday, August 26th, 2026
Submission email	bids@outdoorcircle.org
Project location	Banyan Drive, Hilo, Island of Hawai‘i
Anticipated start	First half of September 2026
Solicitation contact	bids@outdoorcircle.org | 808-593-0300

PART I — INVITATION FOR BIDS

A. Notice and Invitation

The Outdoor Circle (“Owner”) invites electronic bids from qualified contractors for the Banyan Drive Tree Treatment and Monitoring Project (“Project”), located along Banyan Drive in Hilo, Island of Hawai‘i. Bids must be received at bids@outdoorcircle.org no later than 5:00 p.m. Hawai‘i Standard Time on Wednesday, August 26, 2026 (“Bid Deadline”). A bid received after the Bid Deadline will not be considered.

B. Solicitation Schedule

Event	Date / requirement
IFB issued / advertised	August 10, 2026; advertised August 10–15, 2026
Deadline for questions	5:00 p.m. HST, Monday, August 23th, 2026
Bid Deadline	5:00 p.m. HST, Wednesday, August 26th, 2026

Anticipated Notice to Proceed	Field work expected first half of September 2026

C. Bid Documents and Project Information

The “Bid Documents” consist of: (1) this Invitation for Bids, including the Bid Form and mandatory Price Schedule; (2) Part II, Proposed Agreement; (3) the final Scope of Work and treatment plan; (4) the tree list, Treatment Plan Map Key, treatment regimens, treatment specifications, excluded-tree list, and interactive Banyan Drive Treatment Map; (5) the arborist-report requirements, twig-sampling protocol, required data fields, and acceptance criteria; (6) the insurance requirements; and (7) any written addenda issued before the Bid Deadline. The insurance requirements and final reporting and acceptance requirements contained in this document are part of the Bid Documents. The Owner shall make all applicable Bid Documents available through The Outdoor Circle’s “Current Project Bids” webpage or upon request to bids@outdoorcircle.org.

The interactive Banyan Drive Treatment Map is available at https://tocetm.maps.arcgis.com/apps/instant/basic/index.html?appid=7e0fcfa844cd444da1a2a84342f6366a

D. Submission Instructions

- Submit one complete bid by email to bids@outdoorcircle.org in searchable PDF.
- Use the subject line: “Bid — Solicitation No. 26-01 — [Bidder Legal Name].”
- The bid must include the completed Bid Form, Price Schedule, qualifications, licenses, certifications, proposed personnel and associated bios, subcontractor disclosures, insurance evidence, list of past projects similar in nature to this project, and references.
- The bidder is solely responsible for timely delivery. The Owner is not responsible for transmission delay, file corruption, size limitations, incorrect addressing, or other delivery failure.
- A bidder may withdraw or replace its bid by written notice received before the Bid Deadline. After the deadline, a bid shall remain firm for [30] days.

Access to the bid-submission email account shall be limited to authorized personnel.

E. Questions, Interpretations, and Addenda

Questions and requests for interpretation must be submitted in writing to bids@outdoorcircle.org by the stated deadline. Oral statements, informal communications, and information from any other source do not amend the Bid Documents.

F. Summary of Work

The Work includes all labor, supervision, pesticides, equipment, transportation, permits, traffic control, professional arborist services, treatment, monitoring, pest-severity sampling, data collection, reports, and incidental services required to treat forty-six (46) designated trees and monitor those trees together with fifteen (15) untreated control trees. Four treatment cycles are anticipated approximately six months apart, beginning in September 2026 and continuing through March 2028. The detailed scope and proposed contractual requirements appear in Part II and the exhibits.

G. Minimum Bidder Qualifications

To be responsible, a bidder must demonstrate that it:

- holds every State of Hawai‘i contractor license classification legally required for the Work;
- employs a qualified arborist with a TRAQ certification who is experienced with comparable projects in the same geographic area, such as an ISA Certified Arborist or equivalent;
- holds the commercial pesticide applicator license or certification required to apply dinotefuran and emamectin benzoate in Hawai‘i;
- has satisfactorily performed work of similar scope and magnitude;
- can provide the insurance and endorsements required by the final Agreement; and
- has sufficient personnel, equipment, financial capacity, and continuity arrangements to complete the full Project.

H. Bid Evaluation and Award

Owner intends to award to the responsive and responsible bidder whose conforming bid is the most advantageous to Owner based on stated project goals, considering price, qualifications, relevant experience, proposed personnel, technical approach, schedule, completeness, risk, and ability to perform the full Project. The Owner may verify information, contact references, request written clarification, and determine responsibility in its reasonable discretion. Clarification may not materially alter price or give a bidder an unfair opportunity to revise its bid.

I. Reservation of Rights

Owner reserves the right, to the extent permitted by applicable law, to reject any or all bids; waive immaterial informalities; request clarification; verify qualifications; cancel, postpone, amend, or reissue the solicitation; reduce or omit Work; decline to award; and make an award in Owner’s best interest. Issuance of this IFB does not obligate the Owner to award a contract or reimburse any bidder’s bid-preparation costs. No contract exists until a final written agreement is signed by authorized representatives of the Owner and the successful bidder and the Owner issues a written Notice to Proceed.

J. Bid Form

The undersigned bidder offers to perform all Work in strict accordance with the Bid Documents for the prices stated in the attached Price Schedule. The bidder certifies that it has examined the Bid Documents, investigated conditions reasonably affecting performance, included all ordinary costs, and can perform within the required schedule.

Bidder legal name	[INSERT]
Entity type / jurisdiction	[INSERT]
Business address	[INSERT]

Authorized representative	[INSERT NAME AND TITLE]
Email / telephone	[INSERT]
Hawai‘i contractor license	[INSERT CLASSIFICATION AND NUMBER]
ISA Certification number	[INSERT ISA CERTIFICATION NUMBER]
Pesticide applicator credential	[INSERT CATEGORY AND NUMBER]
Total base bid	$_____

K. Price Schedule

Item	Description	Qty.	Unit price	Extended price
1	Tree assessment, stem- and leaf- gall wasp occurrence per twig data, and report 1 Treatment cycle 1 — all scheduled treated trees	1		$
2	Tree assessment, stem- and leaf- gall wasp occurrence per twig data, and report 2 Treatment cycle 2 — all scheduled treated trees	1		$
3	Tree assessment, stem- and leaf- gall wasp occurrence per twig data, and report 3 Treatment cycle 3 — all scheduled treated trees	1		$

4	Tree assessment, stem- and leaf- gall wasp occurrence per twig data, and report 4 Treatment cycle 4 — all scheduled treated trees	1		$

TOTAL BASE BID (Items included in base scope): $_____

L. Bidder Certifications and Signature

The bidder accepts the proposed Agreement except for any requested exceptions expressly identified in a separate schedule attached to its bid. The bidder understands that the Owner is not obligated to accept any exception and may determine that a material exception makes the bid nonresponsive. If no exception schedule is attached, the bidder shall be deemed to accept the proposed Agreement without exception.

AUTHORIZED SIGNATURE

Signature: _____

Printed name: _____

Title: _____

Date: _____

PART II — PROPOSED AGREEMENT

The following proposed Agreement will govern the award. Bidder-identification and signature fields will be completed at award. Any requested exception must be clearly identified in a separate schedule submitted with the bid. The Owner is not obligated to accept an exception and may reject a bid containing a material exception.

1. Parties and Agreement

This Tree Treatment, Assessment, Data Collection and Analysis, and Reporting Agreement (the “Agreement”) is entered into by and between The Outdoor Circle, a Hawai‘i nonprofit corporation (“Owner”), and [CONTRACTOR LEGAL NAME AND ENTITY TYPE] (“Contractor”). Owner and Contractor may each be a “Party” and together the “Parties.”

The Agreement consists of this document, the Scope of Work, treatment plan, tree list and map, Contractor’s accepted bid, issued addenda, insurance requirements, written Notice to Proceed, and signed amendments. If documents conflict, the following order controls: (1) signed

amendments; (2) this Agreement; (3) issued addenda; (4) Scope of Work and technical exhibits; and (5) Contractor's accepted bid. Contractor terms included in quotes, invoices, or acknowledgments do not apply unless expressly accepted in a signed amendment.

2. Project Purpose

Contractor shall furnish all qualified labor, supervision, materials, pesticides, equipment, transportation, traffic control, permits, certifications, sampling, records, reports, and incidental services necessary to treat forty-six (46) designated trees and monitor those trees together with fifteen (15) untreated control trees, in accordance with the approved tree-specific treatment plan and this Agreement ("Work").

Four treatment cycles approximately six months apart, tentatively September 2026, March 2027, September 2027, and March 2028.

TreeAge (emamectin benzoate) and, where specified, Safari (dinotefuran), applied strictly according to the current product label, law, and the approved treatment plan.

Standardized tree assessments, pest-severity assessment, twig sampling, pest counts, photographs, pesticide-use records, and required reports.

No treatment of trees identified as "No Treatment," unless added by signed amendment.

3. Project Scope, Deliverables, and Acceptance

No.	Deliverable	Timing	Due date
1	Baseline assessment and report	Immediately before Treatment 1	[Sept. 20, 2026]
2	Interim assessment and report	Immediately before Treatment 2	[Mar. 20, 2027]
3	Interim assessment and report	Immediately before Treatment 3	[Sept. 20, 2027]
4	Final treatment assessment and report	Immediately before Treatment 4	[Mar. 20, 2028]

A. Description of the Work (Scope of Services)

The Work consists of furnishing all labor, supervision, materials, pesticides, equipment, transportation, permits, industry certifications, and licensing necessary to treat forty-six (46) designated trees along Banyan Drive for stem-gall wasp and leaf-gall wasp, and to provide professional arborist services, including tree assessments, treatments, monitoring, pest-severity sampling and reports of those trees together with the same requirements minus treatments for

fifteen (15) untreated control trees, all in accordance with the Bid Documents. Bidders shall account for and include any/all equipment costs (including bucket lifts) and personnel time and coordination in their bids.

The principal elements of the Work are:

(a) **Tree Treatments.** Application of approved products — primarily TreeAge (emamectin benzoate), with Safari (dinotefuran) applied in combination with TreeAge for certain treatments — to the forty-six (46) designated trees in accordance with the tree-specific treatment schedule set forth in Table 1 (Treatment Plan Map Key) of the Bid Documents. Each designated tree shall receive a total of four (4) treatments, administered approximately six (6) months apart. Treatments shall be applied in sequential order along Banyan Drive, beginning with the trees on the Mauka side of the street and followed by the trees on the Makai side. Each tree is assigned to one of three (3) treatment regimens, as identified by color code in Table 1:

- **Treatment Type 1 (16 trees):** TreeAge (emamectin benzoate) for all four (4) treatments.
- **Treatment Type 2 (15 trees):** Safari (dinotefuran) and TreeAge (emamectin benzoate) for the first treatment; TreeAge for the second, third, and fourth treatments.
- **Treatment Type 3 (15 trees):** TreeAge (emamectin benzoate) for the first and second treatments; Safari (dinotefuran) and TreeAge for the third treatment; TreeAge for the fourth treatment.
- **Dose:** Specific amounts applied to each tree will be determined by the project's arborist. Each bidder shall state its proposed product, dosage-calculation method, and estimated quantity for each treatment regimen. All applications must comply with the applicable product label and law. Before the first application, The Contractor's licensed applicator and designated arborist shall submit the tree-specific dosages to the Owner for written approval. Owner's approval does not relieve the Contractor of responsibility for legal and label compliance.

(b) **Arborist Reports.** Preparation of four (4) professional arborist reports covering each of the forty-six (46) treated trees and fifteen (15) untreated control trees, as described below.

(c) **Pest-Severity Sampling.** Collection of twig samples from the treated and control trees during each monitoring session, in coordination with the Owner's designated researcher, as described in Section 3 below.

(d) **Trees Excluded from Treatment.** Three (3) trees on the original list (Nos. 20, 21, and 22, each Ficus benjamina) and one (1) additional tree not on the original list (No. 50) are designated "No Treatment." The complete treatment plan and interactive Banyan Drive Treatment Map are included as exhibits to, or referenced in, the Bid Documents and are incorporated by reference.

(e) **Tentative Treatment Schedule:**

1) **First Half of September 2026**
2) **First Half of March 2027**
3) **First Half of September 2027**
4) **First Half of March 2028**

B. Arborist Reports and Deliverables

The successful bidder shall provide four (4) arborist reports over the course of the Project, each prepared by a qualified arborist, delivered as follows: Each field assessment and sampling session shall occur immediately before the corresponding treatment. The written report and associated raw data shall be delivered no later than the 20th day of that treatment month.

- **Current health,** expressed on a consistent 1–5 rating scale designed by the arborist and Owner's designated researcher, together with any other noteworthy observations;
- **Pest presence and severity,** specifically for stem-gall wasp, leaf-gall wasp, and lobate lac scale;
- **External factors** that may explain why a tree is performing better or worse apart from the treatments (for example, unusually dry conditions or substantial rainfall since the previous session); and
- **All other standard components** of a professional arborist's report.

The fifteen (15) control trees receive no chemical treatment but shall be monitored and sampled on the same schedule using the same methods as the treated trees to serve as a comparison baseline.

C. Quantification of Pest Occurrence and Severity (Twig Sampling)

In coordination with The Outdoor Circle's designated researcher, the awardee shall collect three (3) twig samples from each of the forty-six (46) treated trees and fifteen (15) control trees during each of the four (4) data-collection sessions. Each sample shall be randomly selected from new terminal shoots located in the lower third of the canopy, be approximately 20 inches in length, and must be placed in a separate plastic bag labeled with the corresponding tree number (i.e., 1, 30, 47, etc.,) and the date of collection. The awardee shall then count the number of stem- and leaf gall wasp occurrences present on each twig sample collected during each of the four data collection sessions. This work must begin immediately after twig samples have been collected.

The resulting data will support quantification of any reduction in stem- and leaf-gall wasps and will be incorporated into the Project's progress and final reports.

D. Other

All Work and deliverables are subject to the Owner's inspection, approval, and reasonable good-faith satisfaction. Work is not complete or accepted merely because it was performed, delivered, used, inspected, or partially paid. Acceptance requires the Owner's written confirmation that the applicable Work materially conforms to this Agreement, the approved scope, professional standards, and the stated acceptance criteria.

The Owner shall review each deliverable within ten (10) business days after receipt and either accept it in writing or provide a written list of material deficiencies. The contractor shall correct covered deficiencies within ten (10) business days at no additional charge. Use, silence, inspection, or partial payment does not constitute acceptance and does not waive latent deficiencies, fraud, defective performance, or missing supporting records.

4. Term and Period of Performance

The anticipated period of performance is approximately eighteen (18) months from the Owner's issuance of a Notice to Proceed, reflecting four (4) treatment cycles approximately six-month apart, and a final assessment report provided prior to March 20th, 2028. First inspection and

subsequent treatment should commence during the first half of September 2026. Progress and final reports are due no later than the 20th of each month in which respective inspections and treatments occur (Sept 2026, March 2027, September 2027 and March 2028).

This Agreement becomes effective on the Effective Date, but the Contractor may begin Work only after receiving the Owner's written Notice to Proceed. All Work, expenses, payments, and supporting documentation must occur within the authorized project period unless the Owner gives written approval otherwise through a signed amendment.

No anticipated schedule, oral instruction, bid award, or execution of this Agreement is a Notice to Proceed. The Contractor performs and incurs costs outside the authorized period at its sole risk.

5. Contract Price and Unit Prices

No minimum quantity or total payment is guaranteed unless expressly stated.

The Price Schedule shall state a lump-sum milestone price for each of the four treatment cycles. Each milestone price includes the corresponding assessment, sampling, pest counting, raw data, arborist report, chemicals, treatment, labor, products/supplies, equipment, bucket lifts, mobilization, traffic control, permits, insurance, taxes, overhead, profit, and incidental costs.

The maximum Contract Price is the Total Base Bid stated in Contractor's accepted Price Schedule, as adjusted only by a written amendment or change order signed by both Parties. No minimum quantity or payment is guaranteed for Work omitted in accordance with this Agreement.

6. Invoices and Conditions of Payment

The Contractor may invoice only after completing the applicable authorized milestone and submitting all required documents, reports, data, and records. Each invoice must identify the contract, dates of service, trees serviced, treatment and dosage, personnel, unit prices, deliverables, taxes, approved changes, and requested amount.

Payment is conditioned upon prior written authorization, satisfactory completion within the authorized period, the Owner's acceptance, a complete and accurate invoice, required pesticide and sampling records, continued funding availability, and the Contractor's material compliance. The Owner may withhold a reasonably disputed amount for incomplete, defective, unsupported, unauthorized, or late Work and shall notify the Contractor of the basis. Undisputed amounts shall be paid within [30] days after receipt of a correct invoice and acceptance.

No advance payment shall be made for future services unless expressly authorized in writing by the Owner. Prepayment does not authorize Work outside the contract period.

7. Availability of Project Funds

The Owner's obligations are contingent upon the continued availability and lawful use of project funds. If project funds are withheld, reduced, rescinded, delayed, exhausted, or otherwise unavailable, the Owner may suspend, reduce, or terminate affected Work by written notice.

Subject to available funds and applicable law, Contractor is entitled only to payment for authorized Work satisfactorily completed and accepted before the effective date of suspension

or termination, plus documented noncancelable commitments specifically approved in writing by Owner. The Owner is not liable for unperformed Work, anticipated profit, lost opportunity, or consequential damages.

8. Changes; Added or Omitted Work

No change to scope, price, quantity, method, schedule, period of performance, or deliverables is effective unless documented in a written amendment or change order signed by authorized representatives of both Parties. The Contractor shall not rely on field requests or oral directions that affect cost or time.

The Owner may omit a tree or future service before performance. Contractor shall not be paid for omitted or unperformed units. Payment for partially completed units shall use the applicable unit price or a reasonable allocation agreed in writing before further Work.

9. Tree, Site, and Treatment Contingencies

Owner may postpone, omit, substitute, or discontinue treatment or monitoring of a tree if the tree dies, is removed, becomes unsafe or inaccessible; site permission is withdrawn; a permit is unavailable; the specified treatment is prohibited, unavailable, unsuitable, or inconsistent with its label; or Owner's designated arborist determines treatment would be unsafe or inappropriate. No substitute product, dosage, or method may be used without prior written approval and all legally required approvals.

10. Suspension

The Owner may suspend all or part of the Work by written notice because of funding constraints, regulatory requirements, unsafe conditions, lack of access or permits, changed tree condition, public-health concerns, severe weather, pesticide restrictions, governmental action, or another circumstance reasonably affecting the Project. Contractor shall stop affected Work, protect completed Work and materials, mitigate avoidable costs, and incur no additional affected cost without written authorization.

A suspension does not entitle the Contractor to additional compensation unless approved by signed amendment. If suspension continues more than [30] consecutive days, either Party may request a schedule adjustment; the Owner may terminate under Section 12.

11. Force Majeure

Neither Party is in default to the extent performance is actually prevented or materially delayed by an event beyond its reasonable control that could not reasonably have been prevented or overcome, including hurricane, flood, wildfire, epidemic, war, civil disturbance, governmental order, closure of the Project site, interruption of transportation or utilities, or legal prohibition on a specified pesticide.

Ordinary rain, foreseeable seasonal conditions, price increases, lack of funds, labor shortages, failure to obtain personnel or equipment, and subcontractor or supplier delay are not force majeure unless directly caused by a qualifying event. The affected Party must give written notice within five (5) business days, explain the effects, provide reasonable support, and diligently mitigate. Deadlines extend only for the period actually affected. Force majeure does not create a right to additional compensation unless approved by a signed amendment.

If a force-majeure event continues more than thirty (30) consecutive days or defeats the Project's purpose, the Owner may terminate the affected Work under Section 12.

12. Termination for Convenience

The Owner may terminate this Agreement, in whole or part, for convenience upon [10] days' written notice. Contractor shall stop the terminated Work, place no additional orders, cancel avoidable commitments, preserve completed Work and records, and submit a final itemized invoice within [20] days.

Subject to Sections 6 and 7, Owner shall pay only for authorized Work satisfactorily completed and accepted through the termination date and reasonable documented noncancelable obligations previously approved in writing. Owner is not liable for unperformed Work, anticipated profit, loss of opportunity, unabsorbed overhead, avoidable cancellation charges, or indirect, special, punitive, incidental, or consequential damages.

13. Termination for Cause

Owner may give written notice of default if Contractor fails to perform timely or to Owner's reasonable good-faith satisfaction; delivers incomplete, defective, unprofessional, or nonconforming Work; repeatedly fails to follow instructions or correct deficiencies; violates law or product labels; uses unqualified personnel; performs unsafe Work; fails to maintain insurance or licenses; submits materially inaccurate records; abandons the Project; or materially breaches this Agreement.

Except for an immediate safety, licensing, fraud, abandonment, incapacity, or legal-compliance issue, Contractor shall have ten (10) days after notice to cure the default or submit and begin implementing a cure plan acceptable to the Owner. The Owner need not provide repeated cure opportunities for the same or substantially similar default. If Contractor does not timely and satisfactorily cure, Owner may terminate immediately by written notice, reject affected Work, obtain replacement performance, withhold amounts reasonably necessary to protect Owner, and recover reasonable excess completion and correction costs to the extent permitted by law.

Contractor may terminate only for Owner's material uncured failure to pay an undisputed amount after written notice and a fifteen (15)-day cure period. Termination does not require the Owner to accept or pay for defective, incomplete, unsupported, unauthorized, or rejected Work.

13A. Death, Incapacity, Dissolution, or Loss of Key Personnel

Contractor shall promptly notify Owner if Contractor is an individual who dies or becomes unable to perform; if Contractor dissolves, ceases business, becomes insolvent, or lacks sufficient personnel or capacity to complete the Work; or if the designated arborist, licensed applicator, project manager, or other key person becomes unavailable and Contractor cannot provide a comparably qualified replacement without disrupting the Project.

Upon any such event, the Owner may suspend the Work immediately. Contractor or its authorized representative shall, at Owner's request, protect the site, deliver all Project records, data, samples, reports, photographs, treatment logs, and Owner property, and cooperate in an orderly transition. The Owner may approve a qualified replacement in writing or may terminate all or part of this Agreement immediately without a cure period if the Owner reasonably determines that timely and satisfactory completion is jeopardized.

Following termination under this Section, payment is limited to authorized Work satisfactorily completed, documented, and accepted before termination, less amounts reasonably necessary to correct defective Work, complete unfinished Work, recover Owner property, or address other Contractor obligations. Neither Contractor nor its estate, successors, or representatives is entitled to payment for unperformed Work, anticipated profit, or loss of opportunity.

14. Personnel, Licenses, and Subcontractors

Contractor shall maintain all licenses and certifications required for the Work, including the appropriate Hawai‘i contractor’s license and commercial pesticide applicator credentials. A qualified arborist shall direct monitoring and reporting. Contractor shall identify all subcontractors in its bid and may not add or replace a material subcontractor without Owner’s written approval. The Contractor remains fully responsible for subcontracted Work and shall bind subcontractors to applicable Agreement, confidentiality, insurance, records, and safety requirements.

15. Safety, Environmental Compliance, and Traffic Control

The Contractor is responsible for means and methods, public and worker safety, label compliance, personal protective equipment, spill prevention and response, lawful transport/storage/disposal, work-zone protection, and required traffic or pedestrian control. The Contractor shall immediately report spills, injuries, property damage, regulatory contacts, and material deviations. The Contractor may stop unsafe Work without penalty and shall notify the Owner promptly.

16. Records, Audit, and Data Ownership

Contractor shall maintain complete original records supporting all invoices, treatments, samples, counts, personnel qualifications, and compliance for at least [six] years after final payment or for the longer period required by an audit, claim, insurance policy, or law. The Contractor shall provide the Owner and its authorized auditors reasonable access to those records.

Upon payment, the Owner owns Project-specific reports, data, photographs, maps, and other deliverables, excluding Contractor’s preexisting tools and general know-how. The Contractor grants the Owner a perpetual license to any embedded preexisting material needed to use the deliverables. Contractor shall not publish Project data or identify Owner as a client without prior written consent, except as required by law.

17. Insurance and Indemnification

Before Work begins, the Contractor shall provide certificates and endorsements establishing the insurance types, limits, duration, additional-insured status, primary/noncontributory status, and waiver of subrogation. Coverage shall remain in effect through all Work and any correction period.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and its directors, officers, employees, and agents from third-party claims, damages, penalties, and reasonable costs to the extent caused by Contractor’s negligence, willful misconduct, legal violation, or breach. This clause does not require indemnification for Owner’s sole negligence or willful misconduct.

18. Warranties and Standard of Care

Contractor warrants that services will be performed professionally, safely, timely, in accordance with applicable law and product labels, and with the degree of care ordinarily exercised by qualified professionals performing similar work in Hawai‘i. The Contractor does not guarantee eradication of pests or survival or improvement of any tree unless expressly stated. Contractor shall promptly correct Work that fails to meet this standard when the failure is attributable to the Contractor.

19. Limitation of Liability

Except for fraud, willful misconduct, indemnity obligations, uninsured liabilities that the Contractor was required to insure, confidentiality violations, or damage to tangible property caused by negligence, each Party’s aggregate contractual liability shall not exceed [AMOUNT OF CONTRACT PRICE]. Neither Party is liable for consequential, incidental, special, exemplary, or punitive damages, except to the extent payable to a third party under an indemnified claim.

20. Disputes and Governing Law

The Parties shall first attempt in good faith to resolve disputes through designated executives. If unresolved within fifteen (15) days, the Parties shall participate in nonbinding mediation in Hawai‘i County before filing suit, except where emergency injunctive relief is reasonably necessary. Hawai‘i law governs, without regard to conflict-of-law rules. Exclusive venue shall lie in state or federal courts with jurisdiction in Hawai‘i County, Hawai‘i.

21. Notices

Formal notices must be in writing and delivered by personal delivery, nationally recognized courier, certified mail, or email with confirmation of receipt to the addresses below. Routine project coordination may occur by email but does not amend this Agreement.

OWNER	**CONTRACTOR**
Name: The Outdoor Circle Attention: Authorized Representative Address: 1314 South King Street, Honolulu, HI 96814 Email: bids@outdoorcircle.org Phone: 808-593-0300	Name: [INSERT] Title: [INSERT] Address: [INSERT] Email: [INSERT] Phone: [INSERT]

22. General Terms

The Contractor is an independent contractor. Neither Party may assign this Agreement without the other’s written consent, except the Owner may assign it with the Project upon written notice. Contractor shall comply with nondiscrimination, tax, employment, environmental, and other applicable laws. Waiver of one breach is not waiver of another. If a provision is unenforceable, the remainder remains effective. Provisions concerning payment reconciliation, records, audit,

ownership, confidentiality, indemnity, liability, and disputes survive expiration or termination. This Agreement is the entire agreement and may be executed electronically and in counterparts.

23. Signatures

The authorized representatives below agree to the final Agreement after all decision boxes and drafting notes have been resolved and removed.

THE OUTDOOR CIRCLE	CONTRACTOR: [LEGAL NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Reference Notes

This draft was prepared from the text of The Outdoor Circle's Invitation for Bids for the Banyan Drive Tree Treatment and Monitoring Project, Solicitation No. 26-01. It is a working business draft and not a substitute for advice from Hawai‘i counsel.

Solicitation No. 26-01

INVITATION FOR BIDS

Bids requested from qualified arborists for the **Banyan Drive Tree Treatment and Monitoring Project** (Solicitation No. 26-01), located along Banyan Drive, Hilo, Island of Hawai‘i.

Bids due: **5:00 p.m. HST, Weds, August 26, 2026**

Full bid, qualification requirements, and submission instructions see: https://www.outdoorcircle.org/current-bids.html