

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

ADDENDUM NO. 5
FOR
APRON LIGHT REPLACEMENT
AT
KAHULUI AIRPORT
KAHULUI, MAUI, HAWAII
AND
LANAI AIRPORT
LANAI CITY, LANAI, HAWAII
STATE PROJECT NO. AS1037-12R
AIP PROJECT NO. 3-15-0006-064-2025


JUNE 3, 2026

This Addendum shall make the following amendment(s) to the Solicitation:

A. SPECIFICATIONS

1. Delete **PART 0.B – BIDDING DOCUMENTS TO BE SUBMITTED WITH BID** in its entirety and replace it with attached **PART 0.B – BIDDING DOCUMENTS TO BE SUBMITTED WITH BID**, dated r06/03/2026.

Please acknowledge receipt of this **ADDENDUM NO. 5** by recording the date of its receipt in the space provided on **PAGE P-4** of the Proposal.



NATHAN C. KANESHIGE
Engineering Program Manager

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PART 0 B – BIDDING DOCUMENTS TO BE SUBMITTED WITH BID

APRON LIGHT REPLACEMENT
KAHULUI AIRPORT, KAHULUI, HAWAII
LANAI AIRPORT, LANAI CITY, HAWAII
STATE PROJECT NO. AS1037-12R
AIP PROJECT NO. 3-15-0006-064-2025

ADDENDUM NO. 5
r06/03/2026

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: **APRON LIGHT REPLACEMENT AT
KAHULUI AIRPORT
KAHULUI, MAUI, HAWAII AND
LANAI AIRPORT
LANAI CITY, LANAI, HAWAII**

PROJECT NO.: **AS1037-12R**

AIP PROJECT NO.: **3-15-0006-064-2025**

COMPLETION TIME: SIXTY (60) calendar days for pre-construction activities followed by:

FOUR HUNDRED FIFTY (450) calendar days for construction activities, whereby;

All work under this contract shall be completed within FIVE HUNDRED TEN (510) calendar days from the date indicated in the Notice to Proceed from the State.

LIQUIDATED DAMAGES: TEN THOUSAND DOLLARS (\$10,000.00) for each and every working (or calendar) day which the Contractor has delayed the completion of this project.

DBE PROJECT GOAL: **None specified**

DESIGN PROJECT MANAGER: WESLEY SHIROMA
DEPARTMENT OF TRANSPORTATION - AIRPORTS
DANIEL K. INOUE INTERNATIONAL AIRPORT
400 RODGERS BLVD, SUITE 700
HONOLULU, HI 96819
EMAIL: WESLEY.R.SHIROMA@HAWAII.GOV
PHONE NO. 808-838-8876
FAX NO.: 808-838-8751

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 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
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.
4. It will not maintain for its employees any segregated facilities at any of its establishments.
5. Does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

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 1032D-323, Hawaii Revised Statutes.
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. Unless amended by Special Provision, 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.
7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

(Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 4 _____

Addendum No. 2 _____ Addendum No. 5 _____

Addendum No. 3 _____ Addendum No. 6 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder has listed the name of each person or firm who will be engaged by the Bidder on the project as Subcontractor or Joint Contractor and the nature of work to be done by each on the following page. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

SUBCONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
SUBCONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier subcontractors

JOINT CONTRACTOR LISTING
(Attach additional sheets if necessary.)

	NAME OF FIRM	NATURE OF WORK
JOINT CONTRACTOR:		
1.	_____	_____
	1a ¹ . _____	_____
2.	_____	_____
	2a. _____	_____
3.	_____	_____
	3a. _____	_____
4.	_____	_____
	4a. _____	_____
5.	_____	_____
	5a. _____	_____
6.	_____	_____
	6a. _____	_____
7.	_____	_____
	7a. _____	_____

NOTES:

The Name of Firm and Nature of Work shall be indicated for all listed firms. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Sub- or Joint Contractor.

For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor.

¹ Second tier joint contractors

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

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

Authorized Signature

Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above.)

Phone: _____ Email: _____

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 for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for 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). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

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 before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

APRON LIGHT REPLACEMENT
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LANAI CITY, LANAI, HAWAII
STATE PROJECT NO. AS1037-12R
PROPOSAL SCHEDULE

KAHULUI AIRPORT

Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
01010.1	Temporary Traffic Control & Signs	Allowance	Allowance	Allowance	\$ <u>50,000.00</u>
01010.2	Unforeseen Conditions	Allowance	Allowance	Allowance	\$ <u>500,000.00</u>
01010.3	Safety Risk Management Activities	Allowance	Allowance	Allowance	\$ <u>50,000.00</u>
01524.1	Construction Waste Management	L.S.	L.S.	L.S.	\$ _____
01561.1	Construction Site Pollution Controls	L.S.	L.S.	L.S.	\$ _____
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	L.S.	L.S.	L.S.	\$ _____
01565.1	Security Measures	Allowance	Allowance	Allowance	\$ <u>15,000.00</u>
01700.1	Mobilization (Not to exceed 6% of sum of all items, excluding this item, all allowances and force account items)	L.S.	L.S.	L.S.	\$ _____
02232.1	Aggregate Base Course	3,255	S.Y.	\$ _____	\$ _____
02232.2	Aggregate Subbase	400	S.Y.	\$ _____	\$ _____
02450	Portland Cement				
	Concrete Sidewalks	3,600	S.F.	\$ _____	\$ _____
02513	Asphalt Pavement	3,695	S.Y.	\$ _____	\$ _____
02578.1	Concrete Curbs and Gutters (Landside)	245	L.F.	\$ _____	\$ _____
02578.2	Painted Pavement Markings	4,000	L.F.	\$ _____	\$ _____
02579.1A	Pavement Markings – Full Application (OGG Airfield-Main Terminal)	1,300	L.F.	\$ _____	\$ _____
02579.1B	Pavement Markings – Full Application (OGG Airfield-Cargo)	5	L.F.	\$ _____	\$ _____
02721.1A	Subbase Course (OGG Airfield-Main Terminal)	4,355	S.Y.	\$ _____	\$ _____

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 LANAI CITY, LANAI, HAWAII
 STATE PROJECT NO. AS1037-12R
PROPOSAL SCHEDULE

Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
02752.2A	Portland Cement Concrete 15-inch Unreinforced (OGG Airfield-Main Terminal)	L.S.	L.S.	L.S.	\$ _____
02752.2B	Portland Cement Concrete 15-inch Unreinforced (OGG Airfield-Cargo)	L.S.	L.S.	L.S.	\$ _____
02752.2C	Portland Cement Concrete 15-inch Unreinforced (OGG Airfield-Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
02752.4A	Portland Cement Concrete 15-inch Reinforced (OGG Airfield-Main Terminal)	931	S.Y.	\$ _____	\$ _____
02752.4B	Portland Cement Concrete 15-inch Reinforced (OGG Airfield-Cargo)	L.S.	L.S.	L.S.	\$ _____
02752.4C	Portland Cement Concrete 15-inch Reinforced (OGG Airfield-Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
02760.1A	Joint Sealing Filler (OGG Airfield-Main Terminal)	L.S.	L.S.	L.S.	\$ _____
02760.1B	Joint Sealing Filler (OGG Airfield-Cargo)	L.S.	L.S.	L.S.	\$ _____
02760.1C	Joint Sealing Filler (OGG Airfield- Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
03300.1	AL1 (OGG Airfield-Main Terminal) Light Pole Foundation	18	E.A.	\$ _____	\$ _____

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Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
03300.2	AL1(OGG Airfield-Commuter Terminal) Light Pole Foundation	4	E.A.	\$ _____	\$ _____
03300.3	PL1 Light Pole Foundation	30	E.A.	\$ _____	\$ _____
03300.4	PL2 (Pole w/ 2 arms) Light Pole Foundation	10	E.A.	\$ _____	\$ _____
03300.5	RL1 Light Pole Foundation	11	E.A.	\$ _____	\$ _____
03300.6	RL2 (Pole w/ 2 arms) Light Pole Foundation	31	E.A.	\$ _____	\$ _____
03300.7	OPL1-B Light Pole Foundation	70	E.A.	\$ _____	\$ _____
03300.8	OPL2-B Light Pole Foundation	37	E.A.	\$ _____	\$ _____
03300.9	OPL2-C Light Pole Foundation	12	E.A.	\$ _____	\$ _____
03300.12A	Concrete Bollard (OGG Airfield-Main Terminal)	144	E.A.	\$ _____	\$ _____
03300.12B	Concrete Bollard (OGG Airfield-Commuter Terminal)	32	E.A.	\$ _____	\$ _____
03300.12C	Concrete Bollard (OGG Airfield-Landside)	64	E.A.	\$ _____	\$ _____
16050.1A	Basic Materials and Method (OGG Airfield- Main Terminal)	L.S.	L.S.	L.S.	\$ _____
16050.1B	Basic Materials and Method (OGG Airfield- Cargo)	L.S.	L.S.	L.S.	\$ _____
16050.1C	Basic Materials and Method (OGG Airfield- Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
16050.1D	Basic Materials and Method (OGG Airfield- Landside)	L.S.	L.S.	L.S.	\$ _____
16301.1A	Underground Electrical Work (OGG Airfield- Main Terminal)	L.S.	L.S.	L.S.	\$ _____

APRON LIGHT REPLACEMENT
 KAHULUI AIRPORT, KAHULUI, HAWAII
 LANAI AIRPORT, LANAI CITY, HAWAII
 STATE PROJECT NO. AS1037-12R
 AIP PROJECT NO. 3-15-0006-064-2025

Addendum No. 5
 Proposal Schedule
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 r06/03/2026

APRON LIGHT REPLACEMENT
 AT
 KAHULUI AIRPORT
 KAHULUI, MAUI, HAWAII AND
 LANAI AIRPORT
 LANAI CITY, LANAI, HAWAII
 STATE PROJECT NO. AS1037-12R
PROPOSAL SCHEDULE

Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
16301.1B	Underground Electrical Work (OGG Airfield-Cargo)	L.S.	L.S.	L.S.	\$ _____
16301.1C	Underground Electrical Work (OGG Airfield-Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
16301.1D	Underground Electrical Work (OGG Airfield-Landside)	L.S.	L.S.	L.S.	\$ _____
16500.1A	Lighting (OGG Airfield-Main Terminal)	L.S.	L.S.	L.S.	\$ _____
16500.1B	Lighting (OGG Airfield-Cargo)	L.S.	L.S.	L.S.	\$ _____
16500.1C	Lighting (OGG Airfield-Commuter Terminal Apron)	L.S.	L.S.	L.S.	\$ _____
16500.1D	Lighting (OGG Airfield-Landside)	L.S.	L.S.	L.S.	\$ _____
16500.2A	Airport Obstruction Light (OGG Airfield-Main Terminal)	18	E.A.	\$ _____	\$ _____
16500.2B	Airport Obstruction Light (OGG Airfield-Commuter Terminal)	4	E.A.	\$ _____	\$ _____
KAHULUI SUBTOTAL					\$ _____

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PROPOSAL SCHEDULE

LANAI AIRPORT

Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
01010.1	Temporary Traffic Control & Signs	Allowance	Allowance	Allowance	\$ 20,000.00
01010.2	Unforeseen Conditions	Allowance	Allowance	Allowance	\$ 100,000.00
01010.3	Safety Risk Management Activities	Allowance	Allowance	Allowance	\$ 10,000.00
01524.1	Construction Waste Management	L.S.	L.S.	L.S.	\$ _____
01561.1	Construction Site Pollution Controls	L.S.	L.S.	L.S.	\$ _____
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	L.S.	L.S.	L.S.	\$ _____
01565.1	Security Measures	Allowance	Allowance	Allowance	\$ 150,000.00
01700.1	Mobilization (Not to exceed 6% of sum of all items, excluding this item, all allowances and force account items)	L.S.	L.S.	L.S.	\$ _____
02232.1	Aggregate Base Course	L.S.	L.S.	L.S.	\$ _____
02232.2	Aggregate Subbase	L.S.	L.S.	L.S.	\$ _____
02450	Portland Cement Concrete Sidewalks	L.S.	L.S.	L.S.	\$ _____
02513	Asphalt Pavement Concrete	L.S.	L.S.	L.S.	\$ _____
02578.1	Curb and Gutters (Landside) Painted Pavement Markings	L.S.	L.S.	L.S.	\$ _____
02578.2	Pavement Markings – Full Application (LNY)	L.S.	L.S.	L.S.	\$ _____
02579.1D	Subbase Course (LNY)	L.F.	L.F.	L.F.	\$ _____
02721.1D	Portland Cement Concrete	L.S.	L.S.	L.S.	\$ _____
02752.1D	10-inch Unreinforced (LNY)	L.S.	L.S.	L.S.	\$ _____
02752.3D	Portland Cement Concrete 10-inch Reinforced (LNY)	L.S.	L.S.	L.S.	\$ _____
	Joint Sealing Filler (LNY)	L.S.	L.S.	L.S.	\$ _____
02760.1D	Lanai Apron Light Pole	L.S.	L.S.	L.S.	\$ _____
03300.10	Foundation				
	Lanai Parking Lot Light Pole	7	E.A.	\$ _____	\$ _____
03300.11	Foundation				
		46	E.A.	\$ _____	\$ _____
03300.12D	Concrete Bollard (LNY)	56	E.A.	\$ _____	\$ _____

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Addendum No. 5
 Proposal Schedule
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APRON LIGHT REPLACEMENT
 AT
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Item No.	Description	Quantity (a)	Unit	Unit Price (c)	Total (a x c)
16301.1E	Underground Electrical Work (LNY)	L.S.	L.S.	L.S.	\$ _____
16500.1E	Lighting (LNY)	L.S.	L.S.	L.S.	\$ _____
16500.2C	Airport Obstruction Light (LNY)	7	E.A.	\$ _____	\$ _____
LANAI SUBTOTAL					\$ _____

PROPOSAL SCHEDULE SUMMARY

KAHULUI SUBTOTAL	\$ _____
LANAI SUBTOTAL	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS	\$ _____

PROPOSAL SCHEDULE 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. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. **Bidders shall submit and upload the complete proposal to HlePRO 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 HlePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and**

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PROPOSAL SCHEDULE NOTES

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 HlePRO.**

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

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

6. The bidder's attention is directed to Section 2.11 – BID SECURITY of the "General Provisions", as amended by the Special Provisions.
7. Bidders shall be paid for actual work performed as directed by the Engineer for allowance items. Bidder will not be paid overhead and profit for unused allowance funds.
8. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.
9. If the TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for the project, the State reserves the right to negotiate with the lowest, responsive, responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter.
10. The State reserves the right to reject any or all Bids and to waive any defects in said Bids in the best interest of the State.
11. Submission of a Bid is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
12. Proposal sheets P-1 through P-21 shall be submitted at the time of bid. Failure to submit all pages shall result in rejection of bid.

SUPPLEMENT TO PROPOSAL SCHEDULE

The Department recognizes that certain items of material to be incorporated into the project and/or consumed in the prosecution of the project are temporarily in short supply and beyond the control and without the fault of the Contractor. The effect of such shortages has, among other things, resulted in periodic fluctuations in the posted prices of such short supply materials, thereby making the proposal difficult for the Contractor to bid with confidence.

The only materials considered to be in short supply are asphalt cement, portland cement, reinforcing steel, structural steel and galvanized steel.

Each bidder shall submit with the proposal a written statement from the supplier of each short supply material indicating the supplier's current posted price, effective date of that price and the location of the material at that posted price (by island).

If the price of such short supply material is increased or decreased by more than 5% by the supplier prior to the completion of that contract item requiring the short supply material, the Contractor shall submit to the Department a written statement from the supplier indicating the effective date and changed price the Contractor will thereafter be charged for such short supply material. The Contractor shall also obtain whenever possible, quotations for furnishing the material from other available local suppliers. The quotations shall be obtained sufficiently in advance of the need for the material to allow review by the Department so as not to delay the work. The Contractor's request to the Department for adjusted compensation due to such changed prices will be computed only with prices in effect at the time of delivery. Only the lowest quotation obtained will be accepted by the Department. Transportation, handling, loading, processing and other similar costs will not be subject to adjusted compensation.

No adjustment to the unit bid prices will be made when the increase or decrease in the price of the short material is less than 5% of the original posted price.

If the adjustment to the unit bid price is decreased in the price of the short supply material by more than 5% of the original posted price, the State will be credited. The Contractor shall notify the State within five (5) working days in the event of such an occurrence.

When an adjustment in price is made in accordance with this section, the adjustment will be allowed only so long as the purchase price remains more or less than 5% of the original posted price.

If an increase in the price of any short supply material exceeds or is scheduled to exceed 5% of the original posted price, the Contractor must notify the State within five (5) working days before using the short supply material. Upon receipt of such notification from the Contractor, the State will direct the Contractor to either (1) authorize work to proceed as usual with the assurance that the indicated incremental price increase above the 5% will be compensable, (2) issue such change orders as the State may deem necessary to reduce further requirements of the short supply material which is to be paid at the increase price, or (3) if the material is considered to have priced itself beyond reason or beyond what the State can pay, the State may order cessation of further use of such short supply material on the project. Such notification by the Contractor will be required at each instance of incremental price increase above the 5% limit. If the Contractor fails to notify the State of any such incremental price increase within five (5) working days before

using the short supply material and continues to utilize the short supply material on the project, the State will not be responsible for payment for the incremental cost increase of which the State was not forewarned.

Computation for the adjusted compensation will be as follows:

(A) Portland Cement

If, X = Adjustment per cubic yard of concrete,

P = Portland cement content of the approved mix design expressed in hundredweight per cubic yard of concrete,

Q = Increase or decrease in the price of portland cement in dollars per hundredweight,

Then, $X = QP$

Example: Posted price of Portland cement increases from \$1.40 to \$1.70 per cwt. and the hundredweight (cwt) of concrete is 5.6 cwt per c.y., then the adjustment will be:

$$\begin{aligned}
 \$1.70 - \$1.40 &= \$0.30 \\
 (\$1.40) \times (5\%) &= \$0.07 \\
 \$0.30 - \$0.07 &= \$0.23 \\
 X &= (\$0.23) \times (5.6) \\
 &= \$1.29 \text{ per c.y. of concrete}
 \end{aligned}$$

(B) Asphalt Cement

If, X = Adjustment per ton of mix,

P = Asphalt cement content, expressed in percentage of dry weight of the aggregates, as determined and accepted by the Department for each of the design plant mixes,

Q = Increase or decrease in the price of asphalt cement, in dollars per ton,

Then, $X = Q \times (P) \div (100 + P)$

Example: Posted price of asphalt concrete increases from \$70 to \$80 per ton and the asphalt content of the A.C. mix was accepted at 6.0%, then the adjustment shall be:

$$\begin{aligned}
 \$80.00 - \$70.00 &= \$10.00 \\
 (\$70.00) \times (5\%) &= \$3.50 \\
 \$10.00 - \$3.50 &= \$6.50 \\
 X &= \$6.50 \times 6 / (100 + 6) \\
 &= \$0.37 \text{ per ton A.C. mix}
 \end{aligned}$$

(C) Reinforcing Steel

If, X = Adjustment for reinforcing steel,

P = Weight of reinforcing steel, expressed in hundredweight,

Q = Increase or decrease in the price of reinforcing steel in dollars per hundredweight,

Then, $X = QP$

Example: Posted price of grade 40 reinforcing steel increases from \$14.00 to \$15.00 per cwt and the weight of the grade 40 reinforcing steel is 80,000 pounds, then the adjustment shall be:

$$\begin{aligned} \$15.00 - \$14.00 &= \$1.00 \\ (\$14.00) \times (5\%) &= \$0.70 \\ \$1.00 - \$0.70 &= \$0.30 \\ X &= (\$0.30) \times (800) \\ &= \$240 \text{ for grade 40 reinforcing steel} \end{aligned}$$

The contractor shall submit to the Department original receipted bills covering the short supply material used on the project as soon as practicable after shipments are completed. The bills shall be accompanied by a tabulation on which the bills are listed in chronological order showing for each bill the quantity, the date shipped from the supplier's terminal and the price per unit at the place indicated in the posted price (reflecting any deductions for quantity shipments). These bills shall be subject to audit verification.

The Department reserves the right to alter the quantities of material to be furnished in accordance with the provisions of SP Article IV, Paragraph. 4.2.

The Department also reserves the right, during construction, to decrease or increase the scope of work, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

Price increases as specified hereinabove shall not exceed the remaining unpaid balance in the contract at any point in time without prior review and approval from the Engineer or designated representative.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America,
for the payment of which sum well and truly to be made, the said Principal and the said
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in
the alternate, accept the offer of the Principal and the Principal shall enter into a contract
with the Owner in accordance with the terms of such offer, and give such bond or bonds
as may be specified in the solicitation or Contract Documents with good and sufficient
surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof as specified in the solicitation then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

APRON LIGHT REPLACEMENT
KAHULUI AIRPORT, KAHULUI, HAWAII
LANIAI AIRPORT, LANAI CITY, HAWAII
STATE PROJECT NO. AS1037-12R
AIP PROJECT NO. 3-15-0006-064-2025

Surety Bid Bond
P-18
Addendum No. 5
r06/03/2026

**CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN
PREFERENCE – EQUIPMENT / BUILDING PROJECTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, the Bipartisan Infrastructure Law (BIL) Build America, Buy America Act (BABA), and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA, and other related Made in America Laws, U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel, and manufactured products produced in the United States;
- b) Only installing construction materials defined as an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall that have been manufactured in the United States;
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- 5. To certify that all construction materials used in the project are manufactured in the U.S.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) and BABA but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the bidder or offeror agrees:

1. To submit to the Airport Sponsor or FAA within 15 calendar days of bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) – The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for a Type 2 Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire.
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for a Type 4 Unreasonable Costs waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) At minimum, two comparable equal bids and/or offers.
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005 indicates that no domestic source exists for the project and/or component.
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Bidder (Company Name)

Signature

Date

Name and Title of Signing Official