

DEPARTMENT OF HAWAIIAN HOME LANDS

**WEST O'AHU SEWER IMPROVEMENTS  
PRINCESS KAHANU ESTATES SUBDIVISION**

Nānākuli, HI 96792

IFB NO.: IFB-23-HHL-013

**\*HIePRO BID\***

Submitted by: Mega Construction LLC

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Address: 744 Kohou Street Unit A Honolulu, HI 96817

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Date: 3/27/26

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Bid Package Cover

**STATE OF HAWAI'I  
DEPARTMENT OF HAWAIIAN HOME LANDS**

**BID OFFER FORM FOR**

**WEST O'AHU SEWER IMPROVEMENTS  
PRINCESS KAHANU ESTATES SUBDIVISION**

**NANAKULI, ISLAND OF O'AHU, HAWAI'I**

**TAX MAP KEY  
(1) 8-7-033, 042 & 043**

**IFB No.: IFB-23-HHL-013**

Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawai'i 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Notice to Bidders, Instructions for Bid Submittal, Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-23-HHL-013. The State of Hawai'i's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-23-HHL-013 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawai'i Revised Statutes (HRS) Chapter 103, Part II, regarding public works and contracts.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, Standards of Conduct.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: March 27, 2026

The undersigned represents that it is: **(Check ✓ one only)**

- A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**  
 A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, is or shall be registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawai'i.

State of incorporation: Hawaii

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture     Other: LLC

Federal ID No.: 99-0230792

Hawai'i General Excise Tax ID No.: GE-098-048-4096-01

Telephone No.: 808-839-0022

Fax No.: 808-839-7191

E-Mail Address.: marnie@mega-construction.org

Payment address (other than street address below)

744 Kohou Street Unit A Honolulu, HI 96817  
(Street Address, City, State, Zip Code)

Business address

744 Kohou Street Unit A Honolulu, HI 96817  
(Street Address, City, State, Zip Code)



Respectfully submitted:

  
Authorized (Original) Signature

Marnie K. Hursty/President  
Name and Title (Please Type or Print)

\* Mega Construction LLC  
Exact Legal Name of Company (Offeror)

\*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

PLEASE SEE MEGA CONSTRUCTION LLC R

The following bid is hereby submitted for IFB-23-HHL-013 to the Department of Hawaiian Home Lands.

<b>WEST O'AHU SEWER IMPROVEMENTS – WAI'ANAЕ SUBDIVISION</b>						
<b>IFB-23-HHL-013</b>						
<b>BID PROPOSAL</b>						
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>QUANTITY UNIT</b>	<b>UNIT PRICE</b>		<b>TOTAL</b>
1	Mobilization and Demobilization for all construction work (not to exceed 6% of total Basic Bid excluding the bid price.	1	Lump Sum	\$ 1,690,000.00	\$	1,690,000.00
2	Installation of Temporary Erosion Control, at disturbed areas, inclusive of all types of filter devices, inspection, operation, maintenance, record keeping/reporting per ESCP and NPDES requirements, renewal of NPDES permits, and removal of temporary BMP's.	1	Lump Sum	759,371.00	\$	759,371.00
3	Traffic Control Work including re-design (if necessary) of the traffic control, plans, obtainment of permits, advertisement, placement and removal of all traffic control devices (including but not limited to cones, barriers, signs, message boards, temporary bus stops, etc.), temporary pavement makings and striping, detours, cleanup, restoration, and all incidentals required to complete the work, including special duty police officers.	1	Lump Sum	2,827,511.00	\$	2,827,511.00
4	Pre- and Post-Construction Survey of site conditions for the entire project area, including utility crossings, buried sewer manholes and cleanouts (topographic survey as required), photo and video files and reports; post construction topographic survey of newly installed pipe inverts at water manholes, sewer manholes, drain manholes/catch basins, and sewer cleanouts; and as-built drawings.	1	Lump Sum	112,455.00	\$	112,455.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE		TOTAL
5	Project field office, equipment, furnishings, supplies and appurtenances, power, water, sanitary system, and construction staging areas establishment, operation/maintenance, and restoration, in place complete.	1	Lump Sum	\$ 447,409.00	\$	447,409.00
6	Sewer Flow Control, including flow management plan, emergency procedures, installation of flow diversion pipes, pumps and stand-by pumps, road ramps, burying by-pass pipes as required, flow through plugs, odor mitigations, furnishing all materials, tools, equipment and labor, appurtenant work and incidentals necessary to install, test, monitor/maintain temporary flow diversion systems at sewer manholes and cleanouts, remove flow diversion pipes, and surface restoration, in place complete.	1	Lump Sum	\$ 2,161,257.00	\$	2,161,257.00
7	Dewatering permit application, and dewatering system for construction below groundwater table, including pump and filter system setup and operation/maintenance, NPDES, MS4 or Industrial Discharge Permit and water quality sampling/ reporting requirements, ground settlement monitoring, equipment and labor, and incidentals necessary to install, test, monitor, operate & maintain and remove the dewatering system.	1	Lump Sum	\$ 1,487,916.00	\$	1,487,916.00
8	Unclassified drain, drain manhole and catchbasin, water main, water manhole, sewer main, sewer lateral and sewer manhole excavations including surface demolition, verification of utilities including toning and potholing, full removal of existing catchbasins, manholes and pipes to be replaced, sheeting and shoring, disposal of unsuitable materials, protection and support of utilities, traffic covers, temporary AC patch, in place complete.	20,544	CY	\$ 170.00	\$	3,492,480.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE		TOTAL
9	Crushed rock bedding for pipes, manholes and catchbasin, including compaction, filter fabric, trench plug and other incidentals, in place complete.	5,110	CY	\$ 152.00	\$	776,720.00
10	Base course including min 6-in AC base course, placing and compacting, equipment and labor, materials and incidentals, in place complete.	1,177	CY	\$ 283.00	\$	333,091.00
11	Restoration of pavements as shown on the plan and per field condition, per trench and restoration details (including traffic calming measures, AC pavement, sidewalk, curb/gutter, thru-gutter, driveway, curb ramp, utility box, mail box, property wall/fence, and landscaping, surface treatment, pavement transitions, street monuments, signage, pavement markings and markers, materials, labor, equipment, incidentals), in place complete.	12,900	SY	\$ 268.00	\$	3,457,200.00
12	Locating sewer laterals and cleanouts and determining if lower laterals can connect to sewer mains at a 2% minimum slope, including labor, material and equipment.	224	EA	\$ 178.00	\$	39,872.00
<p><b>Open Trench Installation for:</b>  <b>SL: "1," "2", "3", "4", "5", "6A", "6B, "7", "8", "9", "10", "11", "12", and Sewer Laterals "Lateral 1" to "Lateral 10." The following shall apply to Bid Items: 13-37</b></p>						
<p>Open Trench Installation shall include: pipe, fittings, concrete jackets shown on the plan as required, backfill including CLSM/LWCC, crushed rock with filter fabric at soft spots, imported select borrow, root barrier, warning/identification tape, air leakage testing, and mandrel testing as directed by the Project Manager, manhole connections, annulus grouting, required appurtenances, and all required work, in place complete.</p>						
13	SL "1" Sta 0+00 to 4+94, 12-in C900 PVC DR 18 pipes	494	LF	\$ 504.00	\$	248,976.00
14	SL "2", Sta 0+00 to 6+85, 8-in C900 PVC DR 18 pipes	685	LF	\$ 403.00	\$	276,055.00
15	SL "3" Sta 0+00 to 8+63.5, 8-in C900 PVC DR 18 pipes	864	LF	\$ 422.00	\$	364,608.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
16	SL "4", Sta 0+00 to 5+18, 8-in C900 PVC DR 18 pipes	518	LF	\$	372.00	\$	192,696.00
17	SL "5", Sta 0+00 to 8+00, 10-in C900 PVC DR 18 pipes	800	LF	\$	708.00	\$	566,400.00
18	SL "5" Sta 8+00 to 15+26, 8-in C900 PVC DR 18 pipes	726	LF	\$	345.00	\$	250,470.00
19	SL "6A" Sta 0+00 to 5+59, 8-in C900 PVC DR 18 pipes	559	LF	\$	402.00	\$	224,718.00
20	SL "6B" Sta 0+00 to 0+32, 8-in C900 PVC DR 18 pipes	32	LF	\$	478.00	\$	15,296.00
21	SL "7" Sta 0+00 to 5+41, 8-in C900 PVC DR 18 pipes	541	LF	\$	356.00	\$	192,596.00
22	SL "8" Sta 0+00 to 12+04, 8-in C900 PVC DR 18 pipes	1,204	LF	\$	319.00	\$	384,076.00
23	SL "9" Sta 0+00 to 2+15, 8-in C900 PVC DR 18 pipes	215	LF	\$	362.00	\$	77,830.00
24	SL "10" Sta 0+00 to 1+31, 8-in C900 PVC DR 18 pipes	131	LF	\$	372.00	\$	48,732.00
25	SL "11" Sta 0+00 to 1+84, 8-in C900 PVC DR 18 pipes	184	LF	\$	347.00	\$	63,848.00
26	SL "12" Sta 0+00 to 5+42, 8-in C900 PVC DR 18 pipes	542	LF	\$	326.00	\$	176,692.00
27	SL "Lateral 1" Sta 0+00 to 1+66, 8-in C900 PVC Dr 18 pipes	166	LF	\$	323.00	\$	53,618.00
28	SL "Lateral 2" Sta 0+00 to 1+27, 8-in C900 PVC Dr 18 pipes	127	LF	\$	324.00	\$	41,148.00
29	SL "Lateral 3" Sta 0+00 to 1+22, 8-in C900 PVC Dr 18 pipes	122	LF	\$	366.00	\$	44,652.00
30	SL "Lateral 4" Sta 0+00 to 1+20, 8-in C900 PVC Dr 18 pipes	120	LF	\$	499.00	\$	59,880.00
31	SL "Lateral 5" Sta 0+00 to 1+21, 8-in C900 PVC Dr 18 pipes	121	LF	\$	448.00	\$	54,208.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL
32	SL "Lateral 6" Sta 0+00 to 1+21, 8-in C900 PVC Dr 18 pipes	121	LF	\$ 407.00	\$ 49,247.00
33	SL "Lateral 7" Sta 0+00 to 1+22, 8-in C900 PVC Dr 18 pipes	122	LF	\$ 407.00	\$ 49,654.00
34	SL "Lateral 8" Sta 0+00 to 1+12, 8-in C900 PVC Dr 18 pipes	112	LF	\$ 364.00	\$ 40,768.00
35	SL "Lateral 9" Sta 0+00 to 1+21.5, 8-in C900 PVC Dr 18 pipes	122	LF	\$ 325.00	\$ 39,650.00
36	SL "Lateral 10" Sta 0+00 to 1+29, 8-in C900 PVC Dr 18 pipes	129	LF	\$ 405.00	\$ 52,245.00
37	6-in C900 PVC DR 18 sewer laterals and cleanout assemblies, as shown on the plan, including pipes, fittings, transition couplings, and concrete jacket, backfill and CLSM backfill as required, required testing and inspection, coordination with home owners, in place complete.	224	EA	\$ 12,290.00	\$ 2,752,960.00
<b>Sewer Manholes. The following shall apply to Bid Items: 38-43</b>					
Sewer Manholes shall include: reinforced concrete base (and walls), precast concrete riser, cone, and epoxy coating (interior surfaces, channel, benches, wall, cone, etc.), drop connection where required, flexible pipe seals and connectors/couplings, fittings, crushed rock with filter fabric at soft spots, grade adjustment ring(s), frame and cover, inflow insert, channelized inverts, installation, inspection, and testing, in place complete.					
38	48-inch diameter shallow reinforced concrete manhole, <5' deep	4	EA	\$ 29,443.00	\$ 117,772.00
39	48-inch diameter plain reinforced concrete manhole, > 5' but ≤ 8' deep	35	EA	\$ 31,584.00	\$ 1,105,440.00
40	48-inch diameter plain reinforced concrete manhole, > 8' but ≤ 10' deep	21	EA	\$ 38,105.00	\$ 800,205.00
41	48-inch diameter plain reinforced concrete manhole, > 10' but ≤ 12' deep	3	EA	\$ 52,114.00	\$ 156,342.00
42	48-inch diameter plain reinforced concrete manhole, > 12' deep	3	EA	\$ 57,301.00	\$ 171,903.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
43	48-inch diameter shallow drop reinforced concrete manhole, ≤ 16' deep	11	EA	\$	55,836.00	\$	614,196.00
44	Existing sewers abandoned in place, including cut and plug as required, cone removal and disposal, CLSM backfill, surface restoration, in place complete.	1	EA	\$	13,972.00	\$	13,972.00
45	Final cleaning and CCTV Inspection of all new sewer mains and laterals with running water, including labor, equipment, supplies and materials, traffic control, coordination with homeowners for cleanout access, all other work required.	1	Lump Sum	\$	491,009.00	\$	491,009.00
46	Project Sign and Public Notification	1	Lump Sum	\$	16,065.00	\$	16,065.00
<b>Open Trench Installation for WL "6A-1", "7A", "7B", "7C", "7D", "8A", "8B", "8C", "9A", "12A" and "12B". The following shall apply to Bid Items: 47-57</b>							
Relocation of existing water mains and laterals and installation of required corrosion protection systems as shown on the plan, including field verification of existing pipes, installation of new pipes and fittings/couplings, ARVs, fire hydrants, gate valves, water manholes, concrete jackets and concrete thrust blocks as required, cleaning, disinfection, hydrotesting and NPDES permit, connections to existing water mains and laterals, appurtenances, temporary water lines/valves, removal and disposal of the existing waterlines to be replaced, trench backfill, warning tapes, electronic markers, and all necessary work including but not being limited to approvals from and coordination with the BWS, field inspection, in place complete.							
47	Water Line "6A-1", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$	101,456.00	\$	101,456.00
48	Water Line "7A", 6-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$	89,663.00	\$	89,663.00
49	Water Line "7B", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$	111,157.00	\$	111,157.00
50	Water Line "7C", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$	105,989.00	\$	105,989.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL
51	Water Line "7D", 6-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 77,661.00	\$ 77,661.00
52	Water Line "8A", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 92,447.00	\$ 92,447.00
53	Water Line "8B", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 172,802.00	\$ 172,802.00
54	Water Line "8C", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 135,808.00	\$ 135,808.00
55	Water Line "9A", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 112,169.00	\$ 112,169.00
56	Water Line "12A", 6-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 94,531.00	\$ 94,531.00
57	Water Line "12B", 8-in DI, AWWA C151 CL 53, Bonded Dilelectric Coating	1	Lump Sum	\$ 104,905.00	\$ 104,905.00
<b>Open Trench Installation for DL "1", "2", "3", "4", "5", "6", "7", "8", and "9". The following shall apply to Bid Items: 58-69</b>					
Open Trench Installation shall include: pipe and fittings, backfill including selected borrow, CLSM/LWCC, crushed rock with filter fabric at soft spots, manhole/catch basin connections, annulus grouting, required appurtenances, and all required work, in place complete.					
58	DL "1" Sta 0+00 to 3+86, 36-in RCP CL III	386	LF	\$ 150.00	\$ 57,900.00
59	DL "1" Sta 3+86 to 5+88, 30-in RCP CL III	202	LF	\$ 158.00	\$ 31,916.00
60	DL "1" Sta 5+88 to 8+17, 24-in RCP CL III	229	LF	\$ 177.00	\$ 40,533.00
61	DL "1" Sta 8+17 to 11+59, 18-in RCP CL III	342	LF	\$ 152.00	\$ 51,984.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
62	DL "2" Sta 0+00 to 0+11, 18-in RCP CL III	11	LF	\$	348.00	\$	3,828.00
63	DL "3" Sta 0+00 to 0+47, 18-in RCP CL III	47	LF	\$	111.00	\$	5,217.00
64	DL "4" Sta 0+00 to 0+37, 18-in RCP CL III	37	LF	\$	234.00	\$	8,658.00
65	DL "5" Sta 0+00 to 0+36.5, 18-in RCP CL III	37	LF	\$	234.00	\$	8,658.00
66	DL "6" Sta 0+00 to 1+58, 18-in RCP CL III	158	LF	\$	164.00	\$	25,912.00
67	DL "7" Sta 0+00 to 0+41, 18-in RCP CL III	41	LF	\$	234.00	\$	9,594.00
68	DL "8" Sta 0+00 to 0+64, 18-in RCP CL III	64	LF	\$	204.00	\$	13,056.00
69	DL "9" Sta 0+00 to 0+40, 18-in RCP CL III	40	LF	\$	227.00	\$	9,080.00
<b>Drain Manholes and Catch Basins. The following shall apply to Bid Items: 70-74</b>							
Drain Manholes and Catch Basins shall include: reinforced concrete base (and walls), precast concrete riser, cone, and flexible pipe seals and connectors/couplings, fittings, crushed rock with filter fabric at soft spots, grade adjustment ring(s) as required, frame and cover, channelized inverts, installation and inspection, in place complete.							
70	48-inch diameter pre-cast reinforced concrete drain manhole	8	EA	\$	66,634.00	\$	533,072.00
71	Catch Basin Type A	4	EA	\$	41,648.00	\$	166,592.00
72	Catch Basin Type B	6	EA	\$	37,338.00	\$	224,028.00
73	Catch Basin Type F	1	EA	\$	42,740.00	\$	42,740.00
74	Existing Catch Basin Type A Modification	2	EA	\$	34,397.00	\$	68,794.00
75	Replacement of disturbed water meter boxes as shown on the plan per BWS standards, including labor, materials, surface restoration, inspection, coordination with homeowners, all required work, in place complete.	66	EA	\$	1,072.00	\$	70,752.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
76	Field verification and relocation of existing utilities, including water laterals, gas, telephone, electrical and cables, that conflict with new water, sewer and drain systems as shown on the plan, including labor, materials, inspection, coordination with agencies, all required work, in place complete.	1	Allowance*	\$	360,000	\$	360,000
77	Additional Special Off-Duty Police Officers as requested by the Officer-in-Charge.	1	Allowance*	\$	60,000	\$	60,000
78	Utility company invoice for temporary or permanent relocation of utilities and appurtenances not shown on plans but conflict with the installation of project improvements.	1	Allowance*	\$	60,000	\$	60,000
79	Public Relations	1	Allowance*	\$	60,000	\$	60,000
80	Additional Traffic Control Devices as requested by the Officer-in-Charge.	1	Allowance*	\$	30,000	\$	30,000
81	Utility work for repair/replacement of underground pipes not indicated in the design plans, including but not being limited to sewer laterals and cleanouts, all required work, in place complete.	1	Allowance*	\$	3,000,000	\$	3,000,000
82	Additional utility work, including excavation and backfill, crushed rock fill and filter fabric, or CLSM/LWCC, as directed by the Project Manager, pipes and materials, in place complete.	1	Allowance*	\$	60,000	\$	60,000
83	Additional surface restoration per request from DHHL, all required work, in place complete.	1	Allowance*	\$	96,000	\$	96,000
* The unused portions of Allowance items shall remain with DHHL upon completion of the project. The Contractor shall not make a claim in the event DHHL chooses to delete any Allowance items from the Contract.							
					TOTAL	\$	33,690,111.00

**ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawai'i Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, HRS, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawai'i Tax ID Number	Nature and Scope of Work to be Performed
Hawaii Pacific Concrete & Paving Inc.	AC-21118	GE-202-546-3808-01	Concrete Flat Work
Hi'ilawe Construction LLC	ABC-33018	GE-063-847-8336-01	AC Paving
GP Roadway Solutions Inc	AC-10998	GE-106-850-3040-01	Avement Markings
American Industrial Hawaii	C-30623	GE-115-848-6016-01	Epoxy Coating

(Add additional sheets if necessary)

**TOTAL SUM BID** = Thirty Three Million Six Hundred Ninety One Hundred Eleven and 00/100  
Dollars (\$ 33,690,111.00 ).

**The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive or exclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.**

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Seven Hundred Fifty (750) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

## APPRENTICESHIP AGREEMENT PREFERENCE

Hawai'i Revised Statutes (HRS) § 103-55.6 provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
  - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
  - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
  - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement to qualify for the preference. (In the example, the bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.).
  - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project (For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.).
2. State the trades the bidder will employ to perform the work;

3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed signed original must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences, all applicable preferences shall be applied to the bid amount.

While the Hawai'i Apprenticeship Agreement Preference will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED

<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>
Operating Engineers, Local Union No. 3	Hawaii Joint Apprenticeship Committee for Operating Engineers
Laborers International Union of North America Local 368	Hawaii Laborers' Union Local 368

(Add additional sheets if necessary)

## METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
  - a. It is in the best interest of the State;
  - b. Funds are available at time of the award; and
  - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

### OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least twenty percent (20%) of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, HRS, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, HRS, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the State Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.



IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE.

THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- \*1. Surety bond underwritten by a company licensed to issue bonds in this State;
- \*2. Legal tender; or
- \*3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
  - A. These instruments may be utilized only to a maximum of \$100,000.
  - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- \*4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- \*5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a Hawai'i Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation \_\_\_\_\_, Hawai'i, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of \_\_\_\_\_, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawai'i or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Secretary

END OF BID

**RESOLUTIONS OF THE MANAGER**  
**OF**  
**MEGA CONSTRUCTION LLC**

The undersigned being the manager (the “**Manager**”) of MEGA CONSTRUCTION LLC, a Hawaii limited liability company (the “**Company**”), hereby adopt the following resolutions by written consent without a meeting pursuant to Sections 3.2 and 3.4 of that certain Operating Agreement, executed December 31, 2025, but effective as of January 2, 2026 (the date of conversion of Mega Construction, Inc. into a limited liability company), as amended by that certain First Amendment, effective as of January 9, 2026 (as amended, the “**Operating Agreement**”), of the Company:

Appointment of Officer

BE IT RESOLVED, that Myles Mizokami is appointed as Vice President of the Company;

RESOLVED FURTHER, that Marnie Hursty is appointed as President of the Company;

Authorization of Certain Officers of the Company to Execute Certain Documents

BE IT RESOLVED, that any individual at the time holding the position of President or Vice President or Secretary, be, and each of them hereby is, authorized to execute on behalf of the Company any bid, proposal or contract for the sale or rental of the products of the Company or for services to be performed by the Company, and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City & County of Honolulu, or any County or Municipal Government of said State, or any department or subdivision of any of them; and

RESOLVED FURTHER, that that any actions heretofore taken and performed by the Manager or the Company in connection with the foregoing and not inconsistent with these resolutions be, and hereby are, ratified, confirmed, authorized, approved, and adopted in all respects as acts and deeds of, as applicable, the Company.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned has executed these resolutions for the purposes of evidencing (i) consent to the taking of the foregoing actions without a meeting and (ii) the affirmative vote in favor of the taking of the foregoing actions.

Effective as of January 9, 2026.

By *MKH*  
Marnie K. Hursty, Its Manager



EXHIBIT A

**SURETY [BID] [PROPOSAL] BOND**  
(11/17/98)

Bond No. \_\_\_\_\_

**KNOW TO ALL BY THESE PRESENTS:**

That we, Mega Construction LLC  
*(Full Name or Legal Title of Offeror)*

as Offeror, hereinafter called Principal, and Fidelity and Deposit Company of Maryland  
*(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 of Hawaii / Department of Hawaiian Home Lands  
*(State/County Entity)*

as Owner, hereinafter called Owner, in the penal sum of \_\_\_\_\_  
Five Percent (5%) of the Total Amount of Bid  
*(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 IFB NO.: IFB-23-HHL-013, West Oahu Sewer Improvements -  
Princess Kahanu Estates (PKE) Subdivision, Nanakuli, Oahu, State of Hawaii  
*(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 9th day of March, 2026.

(Seal)



Mega Construction LLC  
Name of Principal (Offeror)

*[Handwritten Signature]*  
Signature

President  
Title

(Seal)

Fidelity and Deposit Company of Maryland  
Name of Surety

*[Handwritten Signature]*  
Signature

Erica Li, Attorney-in-Fact  
Title

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Erica LI, Monica JOSEPH of Honolulu, Hawaii**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of April, A.D. 2025.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 04th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

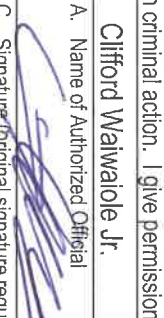
## CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

<b>I. Bidder's Identifying Information</b>			
A. Legal Business Name: MEGA CONSTRUCTION, LLC			
B. Project Bid Title & Reference No.: West Oahu Sewer Improvements-Princess Kahanu Estates Subdivision; IFB No.: IFB-23-HHL-013			
C. Contact Person's Name: Marnie K. Hursty			
1. Phone No.: (808) 839-0022		2. E-Mail: marnie@mega-construction.org	
<b>II. Apprenticable Trades To Be Employed*</b>			
<b>A. (List)</b>		<b>B. Apprenticeship Sponsor* (One Sponsor Per Form)</b>	
1. Construction Craft Laborer		Hawaii Laborers' Union Local 368	
2.			
3.			
4.			
5.			
6.			
<b>III. Bidder's Certification</b>			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
A. Name (Type)		B. Title	
Marnie K. Hursty		President	
C. Signature (original signature required)		D. Date	
		2/13/24	
<b>IV. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name: Steven Hoke			
B. Address: 96-138 Farrington Highway, Pearl City, HI 96782			
C. Phone No.: (808) 455-7979		D. E-Mail: shoke@hllip.org	
E. Fax No: (808) 456-8689			
<b>V. Apprenticeship Program Sponsor's Certification</b>			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
Peter H. M. Lee		Director of Training	
A. Name of Authorized Official		B. Title	
		02-13-2026	
C. Signature (original signature required)		D. Date	
			

\* Name of Apprenticable Trade and Apprenticeship Sponsor must be the **same** as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

# FORM 1

## CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

<b>I. Bidder's Identifying Information</b>			
A. Legal Business Name: MEGA CONSTRUCTION LLC		B. Project Bid Title & Reference No.: West O'ahu Sewer Improvements--Process Kahanu Estates Subdivision; IFB No.: IFB-23-HHL-013	
C. Contact Person's Name: Marnie K. Hursty		1. Phone No.: (808) 839-0022	
		2. E-Mail: marnie@mega-construction.org	
<b>II. Apprenticable Trades To Be Employed*</b>			
<b>A. (List)</b>		<b>B. Apprenticeship Sponsor* (One Sponsor Per Form)</b>	
		<b>C. No. Enrolled</b> (# of apprentices currently enrolled as of bidder's request date)	
		<b>D. No. Completed</b> (# of apprentices who completed the apprenticeship program in the 12 months prior to request date)	
1. Construction Equipment Operator	Hawaii Joint Apprenticeship	96	30
2. Heavy Duty Repairman & Welder	Committee for Operating Engineers	16	3
3. Truck Operator & Driver		0	0
4. Paving Equipment Operator		12	2
5.			
6.			
<b>III. Bidder's Certification</b>			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
A. Name (Type) <u>Mary K. Hursty</u>		B. Title <u>President</u>	
C. Signature (original signature required)		D. Date	
<b>IV. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name: Clifford Waiwaiale Jr.			
B. Address: P.O. Box 428, 56-1160 Kamehameha Highway, Kahuku, HI 96731			
C. Phone No.: (808) 232-2001		D. E-Mail: cejac3@gmail.com	
		E. Fax No.: (808) 232-2217	
<b>V. Apprenticeship Program Sponsor's Certification</b>			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
Clifford Waiwaiale Jr.		State Administrator	
A. Name of Authorized Official		B. Title	
		<u>2/18/24</u>	
C. Signature (original signature required)		D. Date	

\* Name of Apprenticable Trade and Apprenticeship Sponsor must be the **same** as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.