

**STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS**

**BID OFFER FORM FOR**

**HAWAII ISLAND STRUCTURE DEMOLITION & CLEARING**

**OAHU, HAWAII  
Tax Map Key:**

**IFB No.: IFB-23-HHL-005**

Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the 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-005. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions and DHHL Construction 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-005 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 Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
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: 11/18/2022

HAWAII ISLAND STRUCTURE DEMOLITION & CLEARING  
IFB-23-HHL-005

Bid Offer Form  
October 14, 2022

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

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

State of incorporation: Hawai'i

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture    ☒ Other: Limited Liability Company

Federal ID No.: 99-0347510

Hawaii General Excise Tax ID No.: 109-293-5680-01

Telephone No.: 808-966-9002 / 808-557-4160

Fax No.: N/A

E-Mail Address: dpp@drainpipeplumbing.com

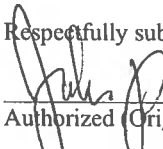
Payment address (other than street address below)

PO Box 1128, Pahoa HI 96778  
(Street Address, City, State, Zip Code)

Business address

15-1914 33rd St, Keaau HI 96749  
(Street Address, City, State, Zip Code)

Respectfully submitted:

  
Authorized (Original) Signature

John Gapp, Owner  
Name and Title (Please Type or Print)

\* Drainpipe Plumbing and Solar 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.

The following bid is hereby submitted for Hawaii Island Structure Testing and Demolition, Hawaii Island, for the Department of Hawaiian Home Lands.:

| Item No. | Description  | Total           |
|----------|--|-----------------|
| 1.       | <b><u>82 ANDREWS AVENUE (LOT 58-B-1):</u></b>  |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Sewerline Cap/Stub-out above grade sewer lateral  | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |
| 2.       | <b><u>369 DESHA AVENUE (LOT 62B):</u></b>  |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Sewerline Cap/Stub-out above grade sewer lateral  | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |

| Item No. | Description  | Total           |
|----------|--|-----------------|
| 3 .      | <b><u>372 DESHA AVENUE (LOT 131-A-3):</u></b>  |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Cesspool Pumping/Backfill/Closure (per: DOH requirements)   | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |
| 4 .      | <b><u>162-A KAUHANE AVENUE (LOT 176D):</u></b>   |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Sewerline Cap/Stub-out above grade sewer lateral  | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |

| Item No. | Description  | Total           |
|----------|--|-----------------|
| 5.       | <b><u>157 KRAUSS AVENUE (LOT 347):</u></b>   |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Sewerline Cap/Stub-out above grade sewer lateral  | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |
| 6.       | <b><u>320 TODD AVENUE (LOT 215-A):</u></b>   |                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B |
|          | C. Vegetation Clearing   | <u>10,000</u> C |
|          | D. Non-Organic Debris Clearing   | <u>5,000</u> D  |
|          | E. Cesspool Pumping/Backfill/Closure (per: DOH requirements)   | <u>3,000</u> E  |
|          | Subtotal   | <u>98,000</u>   |

| Item No. | Description  | Total                           |
|----------|--|---------------------------------|
| 7.       | <b>1420 AUWAE ROAD (LOT 70B):</b>  |                                 |
|          | A. Demolition of Structure to include rodent control/dust control/BMP (per: Hazmat study recommendation) | <u>60,000</u> A                 |
|          | B. Removal/ Proper Disposal of all waste material (per: Hazmat study recommendation)                     | <u>20,000</u> B                 |
|          | C. Non-Organic Debris Clearing   |                                 |
|          | D. Cesspool Pumping/Backfill/Closure (per: DOH requirements)   | <u>5,000</u> C                  |
|          | NOTE: No Vegetation Clearing   | <u>3,000</u> D                  |
|          | Subtotal   | <u>88,000</u>                   |
| 8        | <b>ALLOWANCE</b>   | <u>\$100,000.00</u>             |
|          | <b>TOTAL</b>   | <u>\$ 776,000.<sup>00</sup></u> |

TOTAL SUM BID = Seven Hundred Seventy Six Thousand —  
Dollars (\$ 776,000.<sup>00</sup> ).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive 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 Time of Performance shall be one hundred eighty (180) calendar days from the effective date of the Notice to Proceed, subject to extensions, as may be granted.

## HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under For Vendors select *Hawaii Products Preferences* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., October 31, 2022**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by no later than eight (8) days prior to the bid opening.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

| SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND<br>DESIGNATION OF HAWAII PRODUCTS TO BE USED |              |   |                    |
|---|--------------|---|--------------------|
| ACCEPTABLE HAWAII PRODUCTS  |              | HAWAII PRODUCTS TO BE USED<br>Cost FOB Jobsite, Unloaded Including<br>Applicable General Excise and Use Taxes |                    |
| Description   | Manufacturer | Base Bid  | Additive Alternate |
| N/A   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |
|   |              | \$ _____  | \$ _____           |

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.



### **APPRENTICESHIP AGREEMENT PREFERENCE**

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) 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 in order to qualify for the preference. 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 in order 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*, the 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 (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship 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:

| <u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u> |                                       |
|---|---------------------------------------|
| <u>TRADE</u>  | <u>APPRENTICESHIP PROGRAM SPONSOR</u> |
| N/A   |                                       |
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(Add additional sheets if necessary)

**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, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, 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 | Hawaii Tax ID Number | Nature and Scope of Work to be Performed |
|---|----------------|----------------------|--|
| N/A   |                |                      |  |
|   |                |                      |  |
|   |                |                      |  |
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### **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 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, Hawaii Revised Statutes, 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, Hawaii Revised Statutes, 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 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 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.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

|                | Date              |                | Date    |
|----------------|-------------------|----------------|---------|
| Addendum No. 1 | <u>10/31/2022</u> | Addendum No. 5 | <u></u> |
| Addendum No. 2 | <u>11/10/2022</u> | Addendum No. 6 | <u></u> |
| Addendum No. 3 | <u></u>           | Addendum No. 7 | <u></u> |
| Addendum No. 4 | <u></u>           | Addendum No. 8 | <u></u> |

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of: 5% OF BID AMOUNT

DOLLARS (\$ \*\*\*\*\* )

as required by law, is enclosed herewith in the form of:

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3)    |
| <input type="checkbox"/> Legal Tender (*2)           | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3)        | <input type="checkbox"/> Teller's Check (*3)    |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3)        |   |

Respectfully submitted,

Drainpipe Plumbing and Solar LLC

Name of Company, Joint Venture or Partnership

AC-22790

License No.

By 

Signature (\*4)

Title: John Gapp, Owner

Date: 11/18/2022

Address: PO Box 1128

Pahoa, HI 96778

Telephone No.: 808-966-9002 / 808-557-4160



(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. 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 Hawaii 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 \_\_\_\_\_, Hawaii, 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 Hawaii 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

**WAGE CERTIFICATE**

HAWAII ISLAND STRUCTURE DEMOLITION & CLEARING  
IFB-23-HHL-005

Bid Offer Form  
October 14, 2022

EXHIBIT A

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

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

**KNOW TO ALL BY THESE PRESENTS:**

That we, DRAINPIPE PLUMBING AND SOLAR, LLC  
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and MARKEL INSURANCE COMPANY  
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety  
STATE OF HAWAII  
in the State of Hawaii, are held and firmly bound unto DEPARTMENT OF HAWAIIAN HOME LANDS  
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of \_\_\_\_\_  
5% OF BID AMOUNT  
(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 HAWAII ISLAND STRUCTURE DEMOLITION & CLEARING,  
HAWAII ISLAND, HAWAII IFB NO. IFB-23-HHL-005  
(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 16TH day of NOVEMBER, 2022.

(Seal)

DRAINPIPE PLUMBING AND SOLAR, LLC

Name of Principal (Offeror)

*[Signature]*

Signature

*John Gapp, Owner*

Title



(Seal)

MARKEL INSURANCE COMPANY

Name of Surety

*Reed T. Tokairin*

Signature

Reed T. Tokairin, Attorney-In-Fact

Title

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Hideo Noguchi, Mitchell Noguchi, Pamela J. Kirk, Richard M. Nakayama, Leslyn M. Overstreet, Reed T. Tokairin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000.00)**

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of September 2020.

SureTec Insurance Company

By:

*Michael C. Keimig*  
Michael C. Keimig, President



Markel Insurance Company

By:

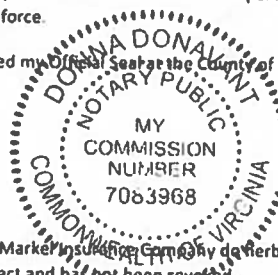
*Robin Russo*  
Robin Russo, Senior Vice President



Commonwealth of Virginia  
County of Henrico SS:

On this 8th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal as the County of Henrico, the day and year first above written.



By:

*Donna Donavant*  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of November, 2022.

SureTec Insurance Company

By:

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By:

*Richard R. Grinnan*  
Richard R. Grinnan, Vice President and Secretary

# Operating Agreement

of

Drainpipe Plumbing & Solar

adopted 4-6-99

## LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR Drainpipe Plumbing + Solar LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the Agreement) is made and entered into as of the 6 day of April, 1999 (year) by and among:

John G. Gapp  
Mawreen M. Gapp

and each individual or business entity as shall be subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member." WHEREAS, the parties have formed a Limited Liability Company named above through their initial registered agent dept. of commerce pursuant to the laws of the State of Hawaii. NOW, in consideration of the conditions and mutual covenants contained herein, and for good and valuable consideration, the parties agree upon the following terms and conditions:

### ARTICLE I: COMPANY FORMATION

1. The members hereby form and organize the company as a Limited Liability Company subject to the provisions of the Hawaii Limited Liability Company Act in effect as of this date. Articles of Organization shall be filed with the Hawaii Secretary of State.
2. The members agree to execute this Operating Agreement and hereby acknowledge for good and valuable consideration receipt thereof. It is the intention of the members that this Operating Agreement shall be the sole source of agreement of the parties.

In the event any provision of this operating Agreement is prohibited or rendered ineffective under the laws of Hawaii, this Operating Agreement shall be considered amended to conform to the \_\_\_\_\_ Act as set forth in the Code of \_\_\_\_\_. The invalidity of any provision of this Operating Agreement shall not affect the subsequent validity

of any other provisions of this Operating Agreement.

3. NAME. The name of the company shall be Drainpipe Plumbing + Solar LLC. The business of the company shall be conducted under that name or such trade or fictitious names as the members may determine.

4. DATE OF FORMATION. This Operating Agreement shall become effective upon its filing with and acceptance by the appropriate state agency.

5. REGISTERED AGENT AND OFFICE. The company's initial registered agent and registered office shall be Dept. of Commerce + Consumer Affairs. Managing members may change the registered

agent or registered office at any time, by filing the necessary documents with the appropriate state agency. Should managing members fail to act in this regard, any member may file such notice of change in registered agent or registered office.

6. TERM. The company shall continue for a period of thirty (30) years from the date of formation unless:

- a) The term is extended by amendment of the Operating Agreement. Members shall have the right to continue the business of the Company and may exercise that right by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of the event described below.
- b) The company is dissolved by a majority vote of the membership.
- c) The death, resignation, expulsion, retirement, bankruptcy, incapacity or any other event that terminates the continued membership of a Member of the Company.
- d) Any event which makes it unlawful for the business of the Company to be carried on by the Members.
- e) Any other event causing the dissolution of a Limited Liability Company under the laws of the state of Hawaii.



## ARTICLE II: BUSINESS PURPOSE

It is the purpose of the Company to engage in Plumbing, Solar, Excavation. The foregoing purposes and activities

\_\_\_\_\_.

The foregoing purposes and activities will be interpreted as examples only and not as limitations, and nothing therein shall be deemed as prohibiting the Company from extending its activities to any related or otherwise permissible lawful business purpose which may become necessary, profitable or desirable for the furtherance of the company objectives expressed above.

## ARTICLE III: CAPITAL CONTRIBUTIONS

1. INITIAL CONTRIBUTIONS. Each Member shall contribute to the Company capital prior to or simultaneously with, the execution of this Agreement. Each Member shall have made initial capital contributions in the following amounts:

| Name of Member  | Value of Capital Contribution |
|-----------------|-------------------------------|
| Maureen M. Gapp | 190,000                       |
| John G. Gapp    | 90,000                        |
|                 |                               |
|                 |                               |

**No interest shall accrue on initial capital contributions.**

2. ADDITIONAL CAPITAL CONTRIBUTIONS. If management decides that additional capital contributions are necessary for operating expenses or to meet other obligations, notice must be sent to each Member setting forth each Member's share of the total contribution. Such notice must be in writing and delivered to the Member at least ten (10) business days prior to the date the contribution is due. Any such additional capital contribution is strictly voluntary and any such commitment is to be considered a loan of capital by the Member to the Company. Such additional capital contribution does not in any way increase percentage of membership interest. This loan shall bear interest at NA points above the current prime rate. Any loan under this subsection shall be paid in full before any distributions are made under Article IV.

3. **THIRD PARTY BENEFICIARIES.** Nothing in the foregoing sections is intended to benefit any creditor or third party to whom obligations are owed without the expressed written consent of the Company or any of its Members.

4. **CAPITAL ACCOUNTS.** A capital account shall be established by the Company for each Member. The capital account shall consist of:

- a) The amount of the Member's Capital Contributions to the Company including the fair market value of any property so contributed to the Company or distributed by the Company to the Member.
- b) Member's share of net profits or net losses and of any separate allocations of income, gain (including unrealized gain), loss or deduction. The maintenance of capital accounts shall at all times be in accordance with the requirements of state law.

5. **ADDITIONAL PROVISIONS:**

- a) Capital accounts shall be non-interest bearing accounts.
- b) Until the dissolution of the company, no Member may receive Company property in return for Capital contributions.
- c) The liability of any member for the losses or obligations incurred by the Company shall be limited to: Payment of capital contributions when due, *pro rata* share of undistributed Company assets and only to the extent required by law, any previous distributions to that Member from the Company.

#### **ARTICLE IV: PROFITS, LOSSES ALLOCATIONS AND DISTRIBUTIONS**

1. **ALLOCATIONS.** Net profits, losses, gains, deductions and credits from operations and financing shall be distributed among the Members in proportion to their respective interest and at such time as shall be determined by the Members.

2. **DISTRIBUTIONS.** Management may make distributions annually or more frequently if there is excess cash on hand after providing for appropriate expenses and liabilities. Such interim distributions are allocated to each Member according to percentage of membership interest.

## ARTICLE V: MANAGEMENT

1. MANAGING MEMBERS. The names and addresses of Managing Members are:

Maureen M. Gapp P O Box 1128 Pahoa HI  
John G. Gapp P O Box 1128 Pahoa HI

---

Managing Members shall make decisions regarding the usual affairs of the Company. A majority vote of the membership shall name as many managers as the Membership deem necessary and the membership shall elect one Chief Operating Manager who is responsible for carrying out the decisions of the managers.

2. NUMBER OF MANAGERS. The membership may elect one, but not fewer than one, manager.

3. TERM OF OFFICE. The term of office is not contractual but continues until:

- a) A fixed term of office, as designated by the membership, expires.
- b) The manager is removed with or without cause, by a majority vote of the membership.
- c) The dissociation of such manager.

4. AUTHORITY OF MANAGERS. Only managing members and authorized agents shall have the power to bind the Company. Each managing member is authorized on the Company's behalf to:

- a) Purchase, or otherwise acquire, sell, develop, pledge, convey, exchange, lease or otherwise dispose of Company assets wherever located.
- b) Initiate, prosecute and defend any proceeding on behalf of the Company.
- c) Incur and secure liabilities and obligations on behalf of the Company.
- d) Lend, invest or re-invest company assets as security for repayment. Money may be lent to members, employees and agents of the Company.
- e) Appoint officers and agents, and hire employees. It is also the province of management to define duties and establish levels of compensation. Management compensation will be determined by majority Membership vote.
- f) Execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise and licensing agreements, promissory notes, loans, security agreements or any other kind relating to Company business.

- b) The Company shall provide to any person who is or was a Member, Manager, employee, or agent of the Company or is or was serving at the request of the Company as Manager, employee, or agent of the Company, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

## **ARTICLE VI: TAX AND ACCOUNTING MATTERS**

1. **BANK ACCOUNTS.** Management shall establish bank accounts, deposit company funds in those accounts and make disbursements from those accounts.
2. **ACCOUNTING METHOD.** The cash method of accounting shall be the accounting method used to keep records of receipts and disbursements.
3. **TMP.** A Tax Matter Partner shall be designated by the management of the company as designated by the IRS Code.
4. **YEARS.** The fiscal and tax years of the Company shall be chosen by management.
5. **ACCOUNTANT.** An independent accountant shall be selected by management.

## **ARTICLE VII: MEMBER DISSOCIATION**

1. Upon the first occurrence of any of the following events, a person shall cease to be a member of the Company:
  - a) The bankruptcy of the member.
  - b) The death or court-ordered adjudication of incapacity of the member.
  - c) The withdrawal of a member with the consent of a majority vote of the remaining membership.
  - d) The dissolution and winding up of the non-corporate business member including the termination of a trust.
  - e) The filing of a Certificate of Dissolution by the corporate member.
  - f) The complete liquidation of an estate's interest in the LLC.
  - g) The expulsion of the member with the majority consent of the remaining membership.
  - h) The expiration of the term specified in Article I, section 6.

2. **OPTION TO PURCHASE INTEREST.** In the event of dissociation of a Member, the Company shall have the right to purchase the former Member's interest at current fair market value.

## **ARTICLE VIII: DISPOSITION OF MEMBERSHIP INTERESTS**

### **1. PROHIBITIONS.**

- a) No membership interest, be it a sale, assignment, exchange, transfer, mortgage, pledge or grant, shall be disposed of if the disposition would result in the dissolution of the Company without full compliance with all appropriate state and federal laws.
- b) No member may in any way alienate all or part of his membership interest in the Company be it through assignment, conveyance, encumbrance or sale, without the prior written consent of the majority of the remaining members. Such consent may be given, withheld or delayed as the remaining members see fit.

2. **PERMISSIONS.** A Member may assign his membership interest in the Company subject to the provisions in this article. The assignment of membership interest does not in itself entitle the assignee to participate in the management of the Company nor is the assignee entitled to become a member of the Company. The assignee is not a substitute member but only an assignee of membership interest and as such, is entitled to receive the income and distributions the assigning member would have otherwise received.

3. **SUBSTITUTE MEMBERSHIP.** Only upon the unanimous consent of the remaining members may an assignee of membership interest become a substitute member and be entitled to all rights associated with the assignor. Upon such admission, the substitute member is subject to all restrictions and liabilities of a Member.

## **ARTICLE IX: MEETINGS**

1. **VOTING.** All members shall have the right to vote on all of the following:

- a) The dissolution of the Company.
- b) The merger of the Company.
- c) Any transaction involving any potential conflict of interest.

d) An amendment to the Articles of Organization or to the Operating Agreement.

e) The transfer or disposition of all Company assets outside the ordinary course of business.

2. REQUIRED VOTE. Unless a greater vote is required by statute or the Articles of Organization, an affirmative vote of the majority of the membership shall be required.

### 3. MEETINGS.

a) The manager(s) shall hold an annual meeting at a time and place of their choosing.

b) Special meetings of the membership may be called at any time by the manager(s) or by at least ten (10%) of the membership interest of all members. Written notice of such meeting must be provided at least sixty (60) business days prior and not later than ten (10) days before the date of the meeting. A member may elect to participate in any meeting via telephone.

4. CONSENT. In the absence of an annual or special meeting and in the absence of a vote, any action required to be taken may be permitted with the written consent of the members having not less than the minimum number of votes required to authorize such action at a meeting.

## ARTICLE X: DISSOLUTION AND TERMINATION

In the event a dissolution event occurs the remaining membership shall have the option to elect to continue the company as defined by Article I, section 6.

1. MERGER. In the event the election to continue the company following a dissolution event is not obtained, a majority vote of the remaining members may elect to reconstitute the Company through merger with and into another Limited Liability Company pursuant to applicable state law.

2. WINDING UP. If the members do not elect to continue the Company or reconstitute it, the Manager or other person selected by a majority vote of the membership shall wind up the Company.

3. FINAL DISTRIBUTIONS. After all Company assets have been liquidated and all Company debts have been paid, the proceeds of such liquidation shall be distributed to members in accordance

d) An amendment to the Articles of Organization or to the Operating Agreement.

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Identification No.

30118978 9

U.I. Registration Number

# STATE OF HAWAII BASIC BUSINESS APPLICATION

02-23-2000 35 0015

02-23-2000 35 0015

## TYPE OR PRINT LEGIBLY

1. Type of application ☒ General Excise (G.E.) ☐ Transient Accommodations ☐ Use Tax Only ☐ Cigarette and Tobacco  
☒ Employer's Withholding ☐ G.E. One Time Event ☐ Rental Motor Vehicle & Tour Vehicle ☐ Liquid Fuel Distributor  
☒ Unemployment Insurance ☐ Seller's Collection ☐ Liquor ☐ Liquid Fuel Retail Dealer

2. Taxpayer's/Employer's Name

DRAINPIPE PLUMBING + SOLAR LLC

3. Doing business as (DBA) name

Drainpipe Plumbing + Solar LLC

4. Mailing address

P.O. Box 1128

Street address or P.O. Box

Palhoa

HI

96710

5. Physical location of business

Street address

13-1295 Kauhukai St Palhoa

City

State

96710

6. If no physical business location in Hawaii, provide the name, address, and telephone number of the individual performing services in Hawaii

7. Type of ownership

☒ Sole proprietorship

☐ Corporation

☐ State Agency

☒ Other (Explain)

☐ Partnership

☐ Federal Agency

☐ City Agency

LLC + 2

8. Phone Number

(808) 965 9446

Fax

(808) 965 9446

Residential

(808) 965 9446

9. Taxpayer's Social Security Number

578 62-6323

10. Spouse's Social Security Number

036 48 3686

11. Federal Employer I.D. Number

12. List of owners, partners, principal corporate officers (Attach a separate sheet of paper if more space is required.)

| Social Security Number | Name<br>(Last, First, Middle Initial) | Title | Residential Address | Business/Residential<br>Phone Number |
|------------------------|---------------------------------------|-------|---------------------|--------------------------------------|
| 036 48 3686            | Gapp Maureen M                        | SAA   |                     | (808) 965 9446                       |
| 578 62 6323            | Gapp John C                           | SAA   |                     | (808) 965 9446                       |

13. a) Did you acquire an existing business? ☐ Yes ☒ No b) Was ☐ all or ☐ part of the business acquired? c) When was it acquired?

d) Previous owner's/business' name, dba, address, G.E. I.D. No., and U.I. Account No.

MOONM

14. TYPE OF BUSINESS ACTIVITIES: (Circle all that apply. See instructions for description of each business activity)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Describe fully the type of business activities you are engaged in, concentrating on your principal activity and the product/service. Include the percentage based on gross receipts if you are engaged in more than one type of activity. See instructions plumbing + solar contracting

15. Number of establishments or branches in Hawaii operated by this employing unit

16. Date business began in Hawaii

4/5/90

17. Date employment began in Hawaii

03/01/00

18. No. of employees on date employment began

4

19. If no employees, when do you anticipate hiring employees?

20. Date

ages paid in Hawaii

03/15/00

Continue on back of this page.

CERTIFICATION: The above statements are hereby certified to be correct to the best of knowledge and belief of the undersigned who is duly authorized to sign this application.

Signature of Owner, Partner or Member, Officer or Agent

First Name

John Gapp / Maureen M Gapp

Title

owner

Date

2-23-00

This Space for Date Received Stamp

## DO NOT WRITE IN THIS SPACE

| Type                                  | Number | Date issued | Effective FYE |
|---------------------------------------|--------|-------------|---------------|
| Liquor Tax Permit                     |        |             |               |
| Cigarette Tax and Tobacco Tax License |        |             |               |
| Liquid Fuel Distributor's License     |        |             |               |
| Liquid Fuel Retail Dealer's Permit    |        |             |               |



## 21. License/Registration Fee, indicate the appropriate information/fee based on what registration was checked on line 1:

- a. General Excise (G.E.) (See Instructions) Enter appropriate fee \$ 20
- b. G.E. One Time Event (See Instructions) Enter begin date 1/1/89 Enter appropriate fee 1.00
- c. Transient Accommodations, enter begin date 1/1/89  
Check only ☐ \$5.00 (1-5 units) OR ☐ \$15.00 (6 or more units) Enter appropriate fee -0-
- d. Use Tax Only, enter date goods were first imported into Hawaii 1/1/89 No fee required -0-
- e. Employer's Withholding No fee required -0-
- f. Unemployment Insurance No fee required -0-
- g. Seller's Collection is checked, enter date collection of the Hawaii use tax began 1/1/89 No fee required -0-
- h. Rental Motor Vehicle & Tour Vehicle is checked, enter begin date 1/1/89 Enter \$20.00 20.00
- i. Liquor, enter County Liquor License No. 123456789 effective 1/1/89  
Check ☐ Manufacturer ☐ Wholesaler Enter \$2.50 2.50
- j. Tobacco and Cigarette, check ☐ Dealer ☐ Wholesaler (see section 245-1 HRS for definition) Enter \$2.50 2.50
- k. Liquid Fuel Distributor, check all that apply regarding what you intend to do with any liquid fuel which will be sold or used within the State. ☐ Produce ☐ Refine ☐ Manufacture ☐ Compound No fee required -0-
- Do you intend to import or cause to be imported into the State any liquid fuel and to sell the same therein? ☐ Yes ☐ No
- Do you intend to import or cause to be imported into the State any liquid fuel for your own use? ☐ Yes ☐ No
- Do you intend to acquire liquid fuel from a licensed distributor as a wholesaler and to sell or use the same? ☐ Yes ☐ No
- l. Liquid Fuel Retail Dealer, be sure to complete the 27 Enter \$5.00 5.00
- TOTAL AMOUNT DUE (Add items a through l)** 20.00
- Pay in U.S. dollars drawn on any U.S. Bank to "HAWAII STATE TAX COLLECTOR" 20.00

## 22. Filing period for:

- (a) General Excise Tax ☒ Monthly ☐ Quarterly ☐ Semiannually
- (b) Transient Accommodations Tax ☐ Monthly ☐ Quarterly ☐ Semiannually
- (c) Rental Motor Vehicle and Tour Vehicle Surcharge Tax ☐ Monthly ☐ Quarterly ☐ Semiannually
- For items (a), (b), and (c) Check monthly if you expect to pay more than \$2,000 a year of taxes in the respective taxes.  
Check quarterly if you expect to pay \$2,000 or less a year in the respective taxes, or  
Check semiannually if you expect to pay \$1,000 or less a year in the respective taxes.
- (d) Employer's Withholding Tax ☒ Monthly ☐ Quarterly
- Check monthly if you expect to pay more than \$1,000 a year in withholding taxes, or  
Check quarterly if you expect to pay \$1,000 or less a year in withholding taxes.
- (e) Unemployment Insurance Contributions ☒ Quarterly (This must be filed on a quarterly basis)
- (f) Liquor Tax ☐ Monthly (This must be filed on a monthly basis)
- (g) Tobacco and Cigarette Taxes ☐ Monthly (This must be filed on a monthly basis)
- (h) Liquid Fuel Taxes ☐ Monthly (This must be filed on a monthly basis)
23. Accounting period, check only ☒ Calendar Year (The 12 month period from January 1 to December 31)  
☐ Fiscal Year ending 12/31/88 (A 12 month period ending the last day of any month other than December)
24. Accounting methods, check only ☒ Cash (Report income in the period when it was actually or constructively received)  
☐ Accrual (Report income when you earn it, whether or not you actually receive it)
25. Do you qualify for a disability exemption? ☐ Yes ☒ No (If yes, Forms 21-172 and 21-187 must be completed and submitted before the \$2 tax exemption of gross income of any blind, deaf, or totally disabled person and 1% of 1% on the remaining gross income can be allowed)
26. (a) List by island the address(es) of your rental real property (e.g., land, building, apartments, condominiums, or hotels or other transient lodging)  
(b) List by island the address(es) of your rental motor vehicle and/or tour vehicle business locations  
(c) If a transient accommodation (T.A.) for a rental motor vehicle is to be provided in HRS, the owner/lessor must check mark in the appropriate column on the right  
(d) Attach a separate sheet of paper for additional listings.

## ADDRESSES

27. For the Liquid Fuel Retail Dealer's Permit, list separately each branch or place of business (AR-11-A separate sheet of paper if more space is required)  
Street Address 123456789 Island HI28. (a) Parent Corporation's FEIN 123456789 (b) Parent Corporation's FEIN (If No)29. Hawaii Contractor's License Number 123456789

MICROFILM COPY

# LIMITED LIABILITY COMPANY REGISTER

Director  
Member  
Manager  
Assignee

Dates of Membership

From - To Capital Contributions (cash, property, etc.)

Name & Address of Member

Title

M

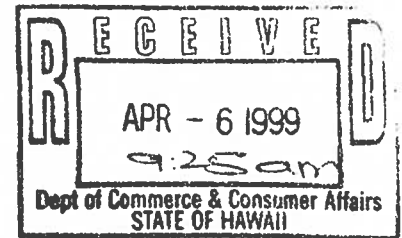
190,000

90,000

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
1010 Richards Street  
Mailing Address: P. O. Box 40, Honolulu, HI 96810

ARTICLES OF ORGANIZATION

(Section 428-203, Hawaii Revised Statutes)



PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of forming a limited liability company under the laws of the State of Hawaii, do hereby make and execute these Articles of Organization:

The name of the company shall be:

Drainpipe Plumbing and Solar LLC  
Note: The name must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC".

The street address of the initial designated office in Hawaii is:

P.O. Box 1128 Pahoa HI 96778

The company shall have and continuously maintain in the State of Hawaii an agent and street address of the agent for service of process on the company. (The agent must be an individual resident of Hawaii, a domestic corporation, or another domestic limited liability company.)

a. The name of the company's initial agent for service of process is:

John G. Gapp

b. The street address of the agent for service of process is:

P.O. Box 1128 Pahoa, HI 96778

EIN 990347510

DOL PEN 7085567

GE 30118977

IV

The name and address of each organizer is:

John G. Gapp  
Maureen M. Gapp  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box 1128 Palhoa HI 96778  
P.O. Box 1128 Palhoa HI 96778  
\_\_\_\_\_  
\_\_\_\_\_

V

The period of duration is: (check one)

☒ at-will

☐ for a specified term to expire on \_\_\_\_\_  
(Month, day, year)

VI

The company is: (check one)

☐ manager-managed, and the names and residence street addresses of the initial managers are listed below.  
(Number of initial members: \_\_\_\_\_)

☒ member-managed, and the names and residence street addresses of the initial members are listed below.

John G. Gapp  
Maureen M. Gapp  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box 1128 Palhoa HI 96778  
Same As above  
\_\_\_\_\_  
\_\_\_\_\_

VII

The members of the company:

☒ shall not be liable for the debts, obligations and liabilities of the company.

☒ shall be liable for some or all, as stated below, of the specified debts, obligations and liabilities of the company, and have consented in writing to the adoption of this provision or to be bound by this provision.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **CERTIFICATE OF AMENDMENT**

### **Wages and Compensation of Members**

Drainpipe Plumbing and Solar, LLC a limited Liability company of the State of Hawaii whose registered office is located at 1010 Richards St. Honolulu, HI 96810, certifies pursuant to the provisions of articles of the LLC agreement dated 4/6/99, that a meeting of the shareholders of said limited liability company called for the purpose of amending the Articles of Organization, and held on May 8, 2000. It was resolved by the vote of the shareholders of an appropriate majority of the shares of each class entitled to vote that Article VIII of the Articles organization is amended to read as follows:

#### **Article VIII**

Maureen M. Gapp as 50% ownership of said company shall be paid \$500/week for the following duties: Payroll, Bidding, Office Management, Accounting and Bookkeeping. Payment can and will be withheld for the following: unable to perform duties due to illness, or unavailable to perform duties.

John G. Gapp as 50% ownership of said company shall be paid \$500/week to perform the following duties: Consulting, Estimating, Bidding and License Holder. Payment can and will be withheld for the following: unable to perform duties due to illness, or unavailable to perform duties.

Signed on January 1, 2017

By

Manager

Secretary



STATE OF HAWAII  
STATE PROCUREMENT OFFICE

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

**Vendor Name:** DRAINPIPE PLUMBING AND SOLAR LLC

**DBA/Trade Name:** DRAINPIPE PLUMBING AND SOLAR LLC

**Issue Date:** 11/18/2022

**Status:** Compliant

Hawaii Tax#: 40480894-01  
New Hawaii Tax#: GE-1092935680-01  
FEIN/SSN#: XX-XXX7510  
UI#: XXXXXX5567  
DCCA FILE#: 2788

Status of Compliance for this Vendor on issue date:

| Form  | Department(s)                                     | Status    |
|-------|---|-----------|
| A-6   | Hawaii Department of Taxation                     | Compliant |
| 8821  | Internal Revenue Service                          | Compliant |
| COGS  | Hawaii Department of Commerce & Consumer Affairs  | Compliant |
| LIR27 | Hawaii Department of Labor & Industrial Relations | Compliant |

**Status Legend:**

| Status        | Description   |
|---------------|---|
| Exempt        | The entity is exempt from this requirement  |
| Compliant     | The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance |
| Pending       | A status determination has not yet been made  |
| Submitted     | The entity has applied for the certificate but it is awaiting approval  |
| Not Compliant | The entity is not in compliance with the requirement and should contact the issuing agency for more information                 |