



OFFICE OF ADMINISTRATIVE HEARINGS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of)	PCH-2005-12
)	PCH-2006-1
AMERICAN MARINE CORP.,)	[CONSOLIDATED CASES]
)	
Petitioner,)	HEARINGS OFFICER’S FINDINGS OF
)	FACT, CONCLUSIONS OF LAW AND
vs.)	DECISION; APPENDICES “A” TO “C”
)	
DEPARTMENT OF TRANSPORTATION,)	
STATE OF HAWAII,)	
)	
Respondent,)	
)	
)	
and)	
)	
ABHE & SVOBODA, INC.,)	
)	
Intervenor.)	
_____)	

HEARINGS OFFICER’S FINDINGS OF FACT,
CONCLUSIONS OF LAW AND DECISION

I. INTRODUCTION

On December 30, 2005, American Marine Corp. (“Petitioner”) filed its request for administrative hearing to contest the Department of Transportation, State of Hawaii’s (“Respondent”) decision to deny Petitioner’s protest. The matter was assigned case number PCH 2005-12, and set for hearing. The Notice of Hearing and Pre-Hearing Conference was duly served on the parties.

On January 10, 2006, Respondent filed a Motion to Continue Hearing (“Motion”). On January 11, 2006, Respondent filed a memorandum in opposition to the Motion. On

January 13, 2006, Respondent filed a Reply to Petitioner's memorandum. A hearing on the Motion was held on January 13, 2006. Petitioner was represented by Margery S. Bronster, Esq. and Cynthia D. Quinn, Esq. Respondent was represented by Laura Kim, Esq. The matter was taken under advisement. On January 13, 2006, the Hearings Officer issued an order denying the Motion.

On January 17, 2006, the parties filed a Stipulation to Continue Hearing, continuing the hearing from January 17, 2006 to February 3, 2006.

On January 19, 2006, Abhe and Svoboda, Inc. ("Intervenor") filed a Motion to Intervene. On January 25, 2006, Petitioner filed a memorandum in opposition to the Motion to Intervene. On January 26, 2006, a hearing was held on the Motion. Blake W. Bushnell, Esq. represented Intervenor. Ms. Bronster represented Petitioner, and Ms. Kim represented Respondent. The matter was taken under advisement. On January 27, 2006, the Hearings Officer issued an Order granting the Motion to Intervene.

On January 30, 2006, Petitioner filed a request for hearing to contest Respondent's January 23, 2006 decision to deny Petitioner's protest. This case was assigned case number PCH 2006-1 and was consolidated for hearing with PCH 2005-12.

On February 3, 2006, the hearing was convened by the undersigned Hearings Officer. Petitioner was represented by Ms. Bronster and Dustin H. Horie, Esq. Respondent was represented by Ms. Kim. Intervenor was represented by Mr. Bushnell. The hearing reconvened on February 7, 2006 and at the end of the hearing, the parties were instructed to submit written closing arguments and proposed findings of fact and conclusions of law on or before February 24, 2006, and rebuttal statements on or before March 3, 2006. The parties filed their pleadings by the respective deadlines.

Having reviewed and considered the evidence and arguments presented, together with the entire record of this proceeding, the Hearings Officer hereby renders the following findings of fact, conclusions of law and decision.

II. FINDINGS OF FACT

As a preliminary matter, the proposed findings of fact and conclusions of law filed by the parties have been considered. To the extent that the proposed findings and conclusions submitted are in accordance with the findings and conclusions stated herein, they have been

accepted, and to the extent they are inconsistent, they have been rejected. Certain proposed findings and conclusions have been omitted as the Hearings Officer determined them to be not relevant or necessary to a proper determination of the material issues presented.

1. Petitioner is licensed as an “A” General Engineering Contractor. Included with Petitioner’s “A” license are the C-31(a) cement concrete contractor and the C-56 welding contractor specialty licenses.

2. The scope of work for a C-31(a) cement concrete contractor is:

To mix aggregates, cement, and water in order to make acceptable concrete; to place and finish concrete including the setting of screeds and forms; to do tuckpointing and caulking of concrete block and pre-cast stone; to caulk metal to concrete and masonry; to cut, drill, saw, core, and pressure grout concrete; to do sandblasting, waterblasting, cleaning, sealing, and epoxy injection of concrete; and to perform spall repair[.]

3. The scope of work for a C-56 welding contractor is:

On-site job layout, cut, assemble and weld the metal products including, but not limited to, pipe lines, tanks, pressure vessels, guard rails, and fire escapes, by welding techniques using carbon arc, metal arc, submerged arc, flux core, resistance and oxyacetylene processes[.]

4. On March 9, 2005, Respondent issued a solicitation for Job No. H.C. 10225 for Substructure Repairs and Fender Replacement at Pier 2, Honolulu Harbor, Oahu, Hawaii (the “Project”). The solicitation required that all bidders possess a valid State of Hawaii General Engineering “A” or Specialty Contractors C-31 or C-31(a) licenses.

5. On March 23, 2005, a second Notice to Bidders was posted, which amended the bidder licensing requirements to provide that, in addition to the “A”, C-31 or C-31(a) licenses, holders of a “B” general building contractors license could also bid on the Project.

6. The Specifications and Proposal for the Project included a document entitled “Instructions for Contractor’s Licensing” which provided that “It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.”

7. Section 10.2 of the Project Description provides that the major items of work include “repair of spalls and delaminations on the concrete substructure, construction of new

pile jackets on existing damaged piles, epoxy injection of cracks on existing damaged piles, application of epoxy coating on the underside of the pier, sealing of cracks on the underside of the pier”.

8. Article XV of the solicitation entitled “Concrete Spall Repairs” provides that the work included “replacing ineffective reinforcing steel with new reinforcing steel.” A copy of Section 15.1 is attached hereto and incorporated herein by reference as Appendix “A”.

9. Article XVI of the solicitation entitled “Pile Repair” provides that the work included “furnishing and installing new reinforcing steel bars and dowels”. A copy of Section 16.1 is attached hereto and incorporated herein by reference as Appendix “B”.

10. Article XX of the solicitation, entitled “Epoxy Coating System” provides that the work includes preparing and coating the underside of the pier with an epoxy coating system. Three coats of the material must be applied, to a thickness of 13-17 mils. A copy of Article XX is attached hereto and incorporated herein by reference as Appendix “C”.

11. On April 7, 2005, the bids were opened and Petitioner was the lowest bidder at \$4,374,530.00. Intervenor was the second lowest bidder at \$4,471,165.00.

12. By a letter dated April 14, 2005, Intervenor informed Respondent it was protesting the bid submitted by Petitioner because Petitioner did not possess or list a subcontractor who possessed a C-41 reinforcing steel specialty contractor license for the work required by line item #16 (reinforcing steel placement) or a C-33 painting and decorating specialty contractor license for the work required by line item #22 (epoxy coating system). Respondent lost this letter and never responded to Intervenor.

13. On April 19, 2005, Respondent received a letter from Intervenor in which Intervenor confirmed that it would extend its bid acceptance period to July 5, 2005 and that it would not request an increase in price if a contract award is made on or before July 5, 2005. In this letter, Intervenor also advised that it was protesting an award of the contract to any contractor other than Intervenor because it believed that it was the lowest responsible and responsive bidder.

14. By a letter dated June 7, 2005, Respondent informed Petitioner that its bid was rejected as non-responsive because Petitioner failed to list a C-48 Structural Steel subcontractor.

15. The scope of work for a C-48 Structural Steel contractor is:

To fabricate and erect structural steel shapes, bars, rods and plates of any profile, perimeter, or cross-section, that are or may be used as structural members for buildings and structures; including riveting, bolting, welding, and rigging in connection therewith. Erection of metal buildings, passenger loading bridges, metal roofing and metal siding installed on steel framing, mechanical, overhead, sliding and roll-up steel doors, and grills and bars over windows[.]

16. By a letter dated June 7, 2005, Respondent informed Intervenor that it was awarded the contract. Intervenor was advised that this letter was not to be construed as an official notice to proceed with the work. Respondent sent the contract to Intervenor in Minnesota on June 7, 2005.

17. By a letter dated June 14, 2005, Petitioner protested Respondent's award of the contract to Intervenor. Petitioner argued that it was a responsible and responsive bidder with the lowest price and that all of the work required by the solicitation could be completed with Petitioner's "A" general engineering contractors license. Petitioner further stated that it had been awarded contracts in the past where similar work was performed and that Respondent did not require or otherwise waive the need for a specialty license. Petitioner also pointed out the bid did not specify that a C-48 structural steel license was required. Petitioner also stated that pursuant to Hawaii Revised Statutes ("HRS") § 103D-701(b), no further action should be taken on the solicitation or award of the contract. Respondent received this letter on June 15, 2005, but it was forwarded to Respondent's Harbors Division, and not to Jamie Ho, Respondent's Contracts Engineer who is delegated with the authority to respond to all protests filed with Respondent. Ms. Ho has been Respondent's Contracts Engineer for the last nine years and pursuant to a full procurement delegation of authority from the Chief Procurement Officer, is solely responsible for investigating, evaluating, and responding to bid protests. All bid protests are supposed to be directed to her.

18. Intervenor signed the contract on June 15, 2005. Ms. Ho executed the contract on June 20, 2005, and was not aware that Petitioner had filed a protest. Ms. Ho then submitted the executed contract to the Department of Accounting and General Services ("DAGS"), and the contract was certified on June 28, 2005.

19. Ms. Ho found out about Petitioner's bid protest on June 27, 2005, but did nothing to alert DAGS to stop the contract from being certified.

20. When Ms. Ho found out about the bid protest, she instructed the project engineer to stop work and a Notice to Proceed was not issued.

21. Although a Notice to Proceed was not issued and a timely protest was filed, Respondent continued to have meetings and discussions with Intervenor regarding proceeding with the work and even instructed Intervenor to order materials and equipment for the Project.

22. By a letter dated December 23, 2005, Respondent denied Petitioner's protest because Petitioner did not have a C-48 structural steel license to perform the steel reinforcement work. Respondent also stated that the failure to name a C-48 subcontractor cannot be waived because the value of the work to be performed by the C-48 subcontractor was more than 1% of the total bid amount. Respondent also determined that a correction of Petitioner's bid would not be in the best interest of Respondent and the fair treatment of other bidders.

23. On December 30, 2005, Petitioner filed a request for hearing with the Office of Administrative Hearings, Department of Commerce and Consumer Affairs ("DCCA"). This request for hearing was assigned case number PCH 2005-12.

24. By a letter dated January 10, 2006, Petitioner was notified that Respondent was supplementing its previous rejection letter dated June 7, 2005 to

also include the failure of American Marine Corporation ("AMC") to list a C-33 Painting and Decorating or a C-55 Waterproofing subcontractor as required by Section 8.1 Subcontracting of the Special Provisions and Section 103D-302, Hawaii Revised Statutes. The DOT would also like to note that the C-41 Reinforcing Steel specialty license would have been an acceptable replacement for the C-48 Structural Steel specialty license.

This additional information was also the basis for the DOT's non-responsive determination of AMC's bid proposal for the subject project, but was not included in our original letter.

25. The scope of work for a C-41 reinforcing steel contractor is:

To fabricate, place and tie steel reinforcing bars (rods), of any profile, perimeter, or cross-section, that are or may be used to reinforce concrete buildings and structures[.]

26. By a letter dated January 13, 2006, Petitioner filed a protest to Respondent's January 10, 2006 letter. Petitioner stated that the letter was untimely and that a C-48 or C-41 specialty licenses were not required. Petitioner further argued that the waterproofing or painting required under the contract was simply "sealing" and could be done under its C-31(a) license, and that no other licenses were required to do the work described in the bid specifications. Petitioner also contended that the cost of the work required by the C-33 or C-55 specialty license was less than 1% of the bid, as the majority of the work involved environmental remediation.

27. By a letter dated January 23, 2005, Respondent denied Petitioner's January 13, 2006 protest. Respondent stated that the scope of work for the C-31a cement concrete and C-56 welding specialty contractor licenses do not mention the ability to work with reinforcing steel. Respondent also stated that the replacement of the existing epoxy coating system was not incidental to the spall repair, and that because the new system requires the knowledge of both hazardous materials removal and the application of epoxy coatings, Respondent required the work to be done by a C-33 painting or C-55 waterproofing contractor.

28. On January 30, 2006, Petitioner filed a request for hearing with the DCCA. This request for hearing was assigned case number PCH 2006-1. PCH 2005-12 and PCH 2006-1 were consolidated for hearing.

29. The scope of work for a C-33 Painting and Decorating contractor is:

To apply materials common to the painting and decorating industry for protective and decorative purposes, including highway and parking striping and painting of playcourt lines, by the use of, but not limited to, emulsions, waxes, water repellants, expoxes, polyesters, urethane, liquid-glass, fibrous, cement and rubber base coatings. Surface preparations of all types, caulking, sandblasting, waterblasting, power cleaning, or steam cleaning, or steam cleaning preparatory to painting. Installation of wall surface covering, decorative texturing, taping, and finishing of drywall. This also includes the application of sealants in connection with the above[.]

30. The scope of work for a C-55 Waterproofing contractor is:

To apply felt, glass, asphaltum, epoxy, pitch, elastomeric coatings, sheet membranes or any other materials or combination of materials to surfaces to prevent water and water vapor from penetrating and passing the materials. Work shall include but not be limited to, waterproofing, exterior walls and between slabs, both above and below grade, planter boxes, tank linings and application of tank coatings, and application to parking decks, play courts, and walking decks to form a watertight non-skid surface, but not to include the work of the C-42 roofing contractor. This also includes surface preparations of all types, caulking, sandblasting, waterblasting, power cleaning, or steam cleaning preparatory to waterproofing[.]

31. Respondent puts the onus on bidders to determine all necessary contractors' licenses in order to avoid placing any unnecessary restrictions on a contractor's means and methods.

II. CONCLUSIONS OF LAW

Petitioner argued that it was the lowest responsive, responsible bidder and that its bid should not have been rejected as non-responsive because it could have done all the work called for in the bid solicitation with its "A" general engineering contractor's license. Petitioner has the burden of proving by a preponderance of the evidence that Respondent's determinations were not in accordance with the Constitution, statutes, regulations and terms and conditions of the solicitation or contract.

As an initial matter, Petitioner's arguments regarding the content of the solicitation, e.g. that the solicitation must specify all required licenses, is untimely as HRS § 103D-701(a) states that protests based on the content of the solicitation shall not be considered unless it is submitted in writing prior to the date set for receipt of offers. *See, Clinical Laboratories of Hawaii v. City and County of Honolulu, Department of Budget and Fiscal Services*, PCH 2000-8 (October 17, 2000).

Concrete Spall Repairs and Pile Repairs

Petitioner argued that the concrete spall and pile repairs could be done with their C-31(a) and C-56 specialty contractor's licenses. Respondent and Intervenor argued that in addition to the C-31(a) license, a C-41 or C-48 license was required. Based on the evidence presented, the Hearings Officer concludes that Petitioner did not prove by a preponderance of

the evidence that Respondent's rejection of Petitioner's bid on this basis was improper, as Petitioner's licenses do not allow Petitioner to perform all the work described in Appendices "A" and "B". Petitioner's C-31(a) or C-56 licenses do not allow Petitioner to place (or replace) reinforcing steel. If the concrete spall and pile repairs did not include placing or replacing reinforcing steel, but merely cleaning and applying a reinforcing steel coating, then Petitioner's C-31(a) license would have been sufficient to do the work on the Project.

Epoxy Coating System

Petitioner argued that the work described in Appendix "C" could be done with its C-31(a) license because a cement concrete contractor can do "sealing" and the epoxy coating system is a "sealer". Respondent determined that the epoxy coating system was a "coating" that could only be done by a C-33 painting contractor or a C-55 waterproofing contractor. Based on the evidence presented, the Hearings Officer finds that Petitioner did not prove by a preponderance of the evidence that Respondent's rejection of Petitioner's bid on this basis was improper, as the Hearings Officer finds that the epoxy coating system is a "coating" and Petitioner's cement concrete contractor's license allows Petitioner to "seal" but not "coat".

Attorneys Fees and Costs

Petitioner argued that Respondent acted in bad faith when it continued to act in furtherance of awarding the contract to Intervenor after Petitioner had already filed a timely bid protest, and therefore was entitled to attorney's fees and costs. When the contract has been awarded before the resolution of a protest, HRS § 103D-701(g) entitles a protestor to recover its proposal preparation costs if (1) the protest is sustained and (2) the protestor should have been awarded the contract but is not awarded the contract. *See also, Carl Corp. v. State Dept. of Educ.*, 85 Haw. 431 at 456-458 (1997). Since the Petitioner's protest is not being sustained, Petitioner is not entitled to proposal preparation costs.

In *Carl, supra*, the Court held that a protestor is entitled to recover its attorney's fees incurred in prosecuting its protest if: (1) the protestor has proven that the solicitation was in violation of the Code; (2) the contract was awarded in violation of HRS § 103D-701(f), and (3) the award of the contract was in bad faith. *Id.*, at 460. While it is not disputed that Respondent awarded the contract to Intervenor in violation of HRS § 103D-701(f) which prohibits taking further action on the solicitation in the event of a timely protest, Petitioner

has not shown that the solicitation was in violation of the Code. Accordingly, the Hearings Officer concludes that Petitioner is not entitled to recover its attorney's fees.

IV. DECISION

Based on the foregoing considerations, the Hearings Officer finds and concludes that Petitioner was not a responsive bidder and accordingly, that Petitioner failed to prove by a preponderance of the evidence that Respondent's rejection of its bid was improper and not in accordance with the Constitution, statutes, regulations, and the terms and conditions of the solicitation. Accordingly, Respondent's denials of Petitioner's protests are affirmed. The parties will bear their own attorney's fees and costs incurred in pursuing this matter.

DATED: Honolulu, Hawaii, March 30, 2006.

/s/ SHERYL LEE A. NAGATA

SHERYL LEE A. NAGATA
Administrative Hearings Officer
Department of Commerce
and Consumer Affairs

ARTICLE XV - CONCRETE SPALL REPAIRS

15.1 GENERAL

- A. Work under this Article includes furnishing all labor, materials and equipment necessary to repair the spalled concrete substructure in the designated repair area at Pier 2, Honolulu Harbor. The designated repair area includes the slab and beam soffits, and above water portions of piles within the designated repair area.
- B. In general, the work includes, but is not necessarily limited to, the following:
1. Removal of loose and deteriorated concrete slab and beam soffits, and vertical beam and above water pile faces in the designated repair areas.
 2. Removal of concrete surrounding reinforcing steel in repair areas.
 3. Preparing concrete repair area.
 4. Cleaning reinforcing steel.
 5. Replacing ineffective reinforcing steel with new reinforcing steel.
 6. Applying reinforcing steel coating.
 7. Installing formwork.
 8. Placing concrete.
 9. Placing patching compound.
 10. Removing formwork.
- C. All work shall be in accordance with the following sections of the Standard Specifications except as modified or supplemented herein:

Section 503 Concrete Structures
Section 601 Structural Concrete
Section 602 Reinforcing Steel
Section 711 Concrete Curing Materials and Admixtures

Sections on Materials referenced in the above sections are hereby incorporated.

15.2 MATERIALS

- A. Concrete - Concrete shall be Class $f'c = 4000$ psi conforming to Section 601 "Structural Concrete" of the Standard Specifications. Maximum aggregate size shall be 3/8 inch.

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ARTICLE XVI- PILE REPAIR

16.1 GENERAL

- A. Work under this Article includes furnishing all labor, materials and equipment necessary to repair existing piles designated for repair at Pier 2, Honolulu Harbor.
- B. In general, the work includes, but is not necessarily limited to, the following:
 - 1. Removing of loose and deteriorated concrete.
 - 2. Cleaning and roughening entire contact surface between existing and new concrete.
 - 3. Cleaning and coating existing exposed reinforcing steel.
 - 4. Furnishing and installing new reinforcing steel bars and dowels.
 - 5. Installing formwork.
 - 6. Placing concrete.
 - 7. Removing forms when required.
- C. All work shall be in accordance with the following sections of the Standard Specifications except as modified or supplemented herein:

Section 503 Concrete Structures
Section 601 Structural Concrete
Section 602 Reinforcing Steel

Sections on Materials referenced in the above sections are hereby incorporated.

16.2 MATERIALS

- A. Cast-in-Place Concrete – Cast-in-place concrete shall be Class f'c = 4000 psi concrete. Maximum aggregate size shall be ¾ inch. Concrete may be tremied for underwater applications.
- B. Admixture - Admixture to be used in the concrete shall be approved by the Construction Engineer and shall conform to Section 711 of the Standard Specifications. Contractor shall strictly adhere to the manufacturer's recommendations regarding the use of admixtures including storage, transportation and method of mixing.

Rheocrete CNI corrosion inhibiting admixture shall be added at the following rates as recommended by the manufacturer.

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ARTICLE XX – EPOXY COATING SYSTEM

20.1 GENERAL - Work to be done under this Article includes preparing and coating the underside of the pier with an epoxy coating system.

20.2 MATERIALS - Coating shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing the name, brand, type of coating, color of coating, and the manufacturer's instructions for reducing consistency. The coating material shall be the following or approved equal:

Coat No. 1:	Carboline Carboguard 890 thinned 15 to 20%	N/A
Coat No. 2:	Carboguard	6 – 8 Mils
Coat No. 3:	Carboguard	6 – 8 Mils
	<u>Total System</u>	<u>13 – 17 Mils</u>

The color of the coatings shall be approved by the Harbors Division Construction Engineer.

20.3 SURFACE PREPARATION

A. **Existing Coating** - Existing underside coating material was specified as follows:

“Inertol Standard” as manufactured by the Inertol Company, Inc., San Francisco, Calif., or the equivalent “Bitumastic Super Service Black” as manufactured by the Koppers Co., Inc, Westfield, New Jersey, or any equivalent coal tar product.

All methods and procedures for partial removal, disposal and surface preparation of the existing coating shall conform to Article XIV “Removal and Disposal of Miscellaneous Hazardous Materials”, as described in these Specifications, and comply with OSHA, CFR, EPA, and HIOSH requirements. The Contractor shall follow new coating Manufacturer's recommendations and be approved by the Construction Engineer.

B. **Curing of Concrete** - Concrete shall be fully cured before surface preparation or coating application. Minimum cure time is 28 days for typical Portland Cement ASTM Type I, or 7 days for ASTM Type III – High-Early Strength.

C. **Decontamination** – Before abrasive cleaning, all oil, grease, dirt, loose matter and other contaminants shall be removed by high-pressure water blasting, steam cleaning, or any other acceptable method, to satisfy ASTM D-4258 “Surface Cleaning Concrete for Coating”. Environmentally acceptable biodegradable detergents may be used, however they shall be completely rinsed off with plenty of fresh, clean water.

- D. **Abrasive Cleaning** – Concrete shall be abrasive blast cleaned to satisfy ASTM D-4259 “Abrading Concrete”, producing a surface with a roughened texture resembling coarse sandpaper. Concrete shall be free of crusts, soft or weak matter, loose aggregate, and all other contaminants. Sharp edges shall be rounded or trimmed by chipping, wire brushing, or any other acceptable method. At expansion joints, if any filler compound shall be roughly flush with or lower than concrete surface. Wet abrasive blasting shall be allowed provided that water produced does not hinder application of materials. Water blasting alone shall not be allowed, except for decontamination. Acid etching shall not be acceptable.
- E. **Removal of Existing Coatings** – If present, existing coatings shall be removed by abrasive cleaning or any other acceptable method. Only small sections of existing coatings that are very firmly adhered and greatly resist removal may remain, however, these sections shall be thoroughly abraded to provide a roughened surface.
- F. **Substrate Moisture** – Concrete surfaces shall be completely dry prior to coating application.
- G. **Final Cleaning** – All surfaces to be coated shall be free of dust, moisture, and condensation. Nearby surfaces shall be cleaned to prevent wind blown contamination of substrate or freshly applied coatings.

20.4 COATING APPLICATION

- A. All surfaces to be coated shall be properly prepared prior to coating and shall be inspected for approval by the Harbors Division Construction Engineer before coating will be allowed.
- B. All soffits, beams and pile caps on the underside of the pier shall be coated. Underside of outboard beam and bulkhead wall shall also be coated. Coating shall be applied to an elevation of 1’-6” above MLLW as indicated on drawings.
- C. Application of epoxy coating shall be applied in the following three coats.

<u>Coat No.</u>	<u>Materials</u>	<u>Dry Film Thickness</u>
1	Carboline Carboguard 890 White (S800) thinned 15 to 20%	N/A
2	Carboguard 890 Gray (0794)	6 – 8 Mils
3	Carboguard 890 Blue (4169)	6 – 8 Mils
	<u>Total System</u>	<u>13 – 17 Mils</u>

- D. The coating shall be applied on the same day that the surface is prepared. It may take more than a single application to obtain the required thickness. If a coat requires more than a single application, it shall be done no later than the following day.

20.5 CLEAN-UP

- A. All coating, oil, etc. shall be cleaned off of fenders, chains, or any portion of the pier beyond the coating area. The Contractor shall take precautions to prevent coating from being applied on equipment, vehicles, or cargo in the project area.
- B. All unused rags, waste and empty containers shall be removed from the work area at the end of each workday and precautions shall be taken to avoid the danger of fire.
- C. The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition.

20.6 PAYMENT - Payment for the epoxy coating system, including the removal/disposal of the existing coating, shall be measured and paid for at the Contract Unit Prices specified in Article X of these specifications.