

**CONTRACTORS LICENSE BOARD**  
Professional and Vocational Licensing Division  
Department of Commerce and Consumer Affairs  
State of Hawaii

**AGENDA**

**Date:** February 21, 2025

**Time:** 9:00 a.m.

**Place:** In-Person Meeting  
King Kalakaua Conference Room  
HRH King Kalakaua Building  
Location: 335 Merchant Street, First Floor  
Honolulu, Hawaii 96813

**Agenda:** The agenda was posted on the State electronic calendar as required by Hawaii Revised Statutes ("HRS") section 92-7(b).

If you wish to submit written testimony on any agenda item, please email your testimony to [contractor@dcca.hawaii.gov](mailto:contractor@dcca.hawaii.gov) or by hard copy mail to: Attn: Contractors License Board, P.O. Box 3469, Honolulu, HI 96801. We request submission of testimony at least 24 hours prior to the meeting to ensure that it can be distributed to the Board members.

**Call to Order:**

**Minutes:** Approval of the Applications Committee Meeting Minutes of February 3, 2025 and the Board Meeting Minutes of January 24, 2025.

**Reconvene to Chapter 92 Meeting:**

The Board may enter into Executive Session to consider and evaluate personal information relating to individuals applying for professional or vocational licenses in accordance with Hawaii Revised Statutes section 92-5(a)(1), and to consult with the board's attorney on questions and issues pertaining to the Board's powers, duties, immunities, and liabilities in accordance with Hawaii Revised Statutes section 92-5(a)(4).

**Appearances Before the Board:**

- a. Ross & Sons Refrigeration & Construction Inc  
Rick L Ross, RME  
"B" General building
- b. Jacob Klein Solomon, RME  
Associated Builders Inc  
"B" General building

- c. Aloha Bath & Flooring LLC  
James D Covington, RME  
C-5 Cabinet, millwork, and carpentry remodeling and repairs  
C-7 Carpet laying
- d. Ohana Custom Homes Inc  
Bruce M Parisi, RME  
"A" General engineering

Committee  
Reports:

- 1. Applications Committee Report  
Candace Ito, Executive Officer
  - a. Dome Technology LLC  
Mitchell Cade South, RME  
"B" General building
  - b. Mammoet USA North Inc  
Jeffrey A Jenkins, RME  
Sidney King, RME  
"A" General engineering
  - c. Rodney Y Takara, RME  
Commercial Plumbing Inc  
C-20 Fire protection
- 2. Conditional License Report  
Lei Ana Green, Executive Officer
  - a.
- 3. Applications Committee  
Applications Committee Recommendations (list attached)
  - a. Request for Change in Business Status
  - b. Request for Waiver of Bond Requirement
  - c. Applications for Licensure
- 4. Examination Committee  
Jerry Nishek, Chairperson  
Contractors Examination Summary

2025 Legislation

Relating to Contractors

a. H.B. 421, H.D.1

Repeals the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale. Requires an owner or lessee to provide signed written notice that the structure for lease or sublease was built or improved by an individual who is not a licensed contractor. Effective 7/1/3000.

b. H.B. 846

Raises the threshold exemption under the contractor licensing law's handyman exemption from \$1,500 to \$2,500.

c. S.B. 417, S.D.1

Establishes as a class B felony the unlicensed performance of contractor work, during or within 5 years following a national emergency, state of emergency, or disaster proclamation, in an affected political subdivision. Effective 7/1/2050.

Relating to Renewable Energy

a. S.B. 232

Requires government entities in the State that issue building permits to implement SolarAPP+ or a functionally equivalent online automated permitting platform that verifies code compliance and issues permits to licensed contractors for solar distributed energy resource systems in real-time by 1/1/2026. Requires government entities in the State that issue building permits in areas served by an investor-owned electric utility to adopt a self-certification process for solar distributed energy resource systems that are not SolarAPP+ compatible.

b. S.B. 588, S.D.1

Authorizes certain state government entities to establish a self-certification process for behind-the-meter, customer-sited solar distributed energy resource systems and exempt the systems from the Federal Emergency Management Agency No-Rise/No-Impact declaration requirements under certain circumstances.

Relating to Building Permits

H.B. 367, H.D.1

Allows for county permit exemptions for certain kinds of activities, including agricultural and maintenance activities. Effective 1/1/3000.

Relating to Remedies

a. H.B. 420, H.D.2

Clarifies the applicability of the statute of repose for actions arising from construction defects. Specifies that a plaintiff's failure to plead with particularity the claim of fraudulent concealment, if the plaintiff raises the defense, subjects the plaintiff to liability for the costs incurred by the defendant, including attorneys' fees and costs. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement. Effective 7/1/3000.

b. S.B. 179, S.D.1

Clarifies the applicability of the statute of repose for actions arising from construction defects. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement. Effective 7/1/2050.

Hawaii

Administrative Rules: Proposed Amendment to HAR section 16-77-34  
Definition of "Incidental and Supplemental" Work

Contractor

Consumer

Education Fund: Media on Hiring Licensed Contractors

Follow-up discussion and decision making regarding new media for consumers on hiring licensed contractors



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February 21, 2025  
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Recovery Fund:                      Recovery Fund Report  
Zale T. Okazaki, Esquire

Next Meeting:                      March 21, 2025

Adjournment

2/14/25

If you need an auxiliary aid/service or other accommodation due to a disability, contact Candace Ito at (808) 586-2700 or [contractor@dcca.hawaii.gov](mailto:contractor@dcca.hawaii.gov) as soon as possible, preferably by February 19, 2025. Requests made as early as possible have a greater likelihood of being fulfilled. Upon request, this notice is available in alternate/accessible formats.

4N SERVICES LLC  
5 STAR FLOORING INC  
808 KACHORRO'S GENERAL CONSTRUCTION, LLC  
A & B CONSTRUCTION LLC  
A.T.D POWER SOLUTIONS LLC  
AARON E P SMITH  
ABSOLUTE ELECTRIC & CONTROLS LLC  
ADAM L FRISCH  
ADAM R HARMS  
AFO PRO QUALITY ROOFING LLC  
AIDEN W WRIGHT  
AKAMAI HVAC LLC  
ALBERT H KIM  
ALBERT K LEEDY  
ALBERTO JONAH K DAYOAN  
ALDEN D VIENNEAU  
ALEKSANDR SARANCHUK  
ALEXANDRIN PATRON  
ALIGN INDUSTRIES LLC  
ALL STARS CORP  
ALLEN D GADUS  
ALLEN R LAU  
ALOHA BATH & FLOORING LLC  
ALOHA ISLAND ENTERPRISE LLC  
ALPHA-OMEGA PLUMBING INC  
ALPINE ROOFING CO., INC.  
AMEDEO J MARKOFF

AMERICAN EQUIPMENT SYSTEMS LLC  
AMPED ELECTRIC LLC  
ANACLETO PIO ALCANTARA III  
ANDRES F RESTREPO  
ANDREW J CARDIN  
ANDREW JAMES  
ANDREW R THOMAS  
ANDREW ZIMMERMAN  
ANGEL BRIONES  
APEX TELECOM LLC  
APOZPAINTING LLC  
AQUEOS MARINE INC  
ARA PETROSYAN  
ARNIE F ORTEGA  
ARTHER J CLAYTON JR  
ARTHUR MOULTON HEMENWAY III  
AT&T ENTERPRISES LLC  
B & B ISLAND SERVICES LLC  
BABCOCK & WILCOX CONSTRUCTION CO LLC  
BAY ALARM COMPANY  
BENJAMIN RIEHM  
BIG ISLAND CUSTOM FLOORING INC  
BIG WAVE CONSTRUCTION LLC  
BLACK BELT ELECTRIC LLC  
BLACKSTONE PACIFIC LLC  
BOOM HAWAII BUILDERS LLC  
BRADLEY J GAUL  
BRAGDON BUILT LLC  
BRANDON A DENNIS  
BRANDON MANEFAIGA  
BRANDON N FERNANDEZ  
BRANDON R FERREIRA  
BRANT L BROWN  
BRENT JOHNSON  
BRENT S SHIGETA  
BRIAN A VIKNER  
BRIAN K MITSUNAGA  
BRIAN M LEARY  
BRIAN PYON  
BRIAN VOLK  
BROCK SERVICES, LLC

BROWN DEVELOPMENT LLC  
BRUCE M PARISI  
BUILD ZONE LLC  
BYRON L KEAHI  
CABLE INSTALLERS OF AMERICA LLC  
CAMERON KNOLES  
CARLA LYNN STROUD  
CARLOS A PAEZ CAMELO  
CASEY J WOOD  
CAYDEN K OSHIRO  
CHANG SONG LIN  
CHON BUILDERS INC  
CHRISTIAN R MASSEY  
CHRISTOPHER G MORALES  
CHRISTOPHER J BUSHARD  
CHRISTOPHER KWOCK ON OKU  
CHRISTOPHER S BURGESS  
CHRISTOPHER W CAMPBELL  
CLAYTON N JOHNSON  
CLEAR WATER MECHANICAL PLUMBING & UNDERGROUND LLC  
CLEVE K WOOLSEY  
CMC HI BUILT LLC  
CODY J M NAVARRO  
COLBY L AYONON  
COLD WAR REFRIGERATION INC  
COLLIN R SAXBY  
COLT GENERAL CONTRACTING LLC  
CONCRETE OAHU LLC  
CONOR HELFRICH  
CONSTRUCTION INNOVATIONS GROUP LLC  
CONTROLTOUCH SYSTEMS LLC  
CRAIG ALLAN HART  
CRAIG M DORN  
CRAIG R AKINA  
CREATIVE WOODWORKING LLC  
CS BUILDER LLC  
CUSTOM TILE & STONE INC  
D.A.R.C. BUILDERS LLC  
DALE J M GAPUSAN  
DAMON M PETRILLO  
DANIEL DIAZ THEO GONZALEZ

DANIEL E TEFFERA  
DANIEL K SCHENBECK  
DANIEL P MCKEARAN  
DANIEL R LOGUE  
DANTE K BUSH  
DAVID C WILLI  
DAVID E BELL  
DAVID HAROLD SHAHNAZARIAN  
DAVID J HIBBITT  
DAVID J MCCLOSKEY JR  
DAVID M WHITE  
DCSK PLUMBING LLC  
DDTG CONSTRUCTION INC  
DENNIS ELVENIA  
DENNIS MILLIKAN ELBERT  
DIGITAL PATH INC  
DKB ELECTRIC LLC  
DM PACIFIC INC  
DOME TECHNOLOGY LLC  
DOMINGO'S ELECTRICAL SERVICES LLC  
DONALD V RANKIN  
DONAVON S MINNIS  
DOUGLAS P BACK  
DRAGADOS USA INC  
DUCKY RECOVERY LLC  
DUNG T TON  
DWIGHT D BURDICK  
DYNAMIC GROUP, LLC  
EATON CORPORATION  
ECHO CONSTRUCTION LLC  
ECO TECH HAWAII LLC  
ECOSTRUCTION INC  
ED DANG MACHINE WORKS INC  
EDISON POWER CONSTRUCTORS INC  
EDWARD J WIRTZ IV  
EDWARD J WIRTZ IV  
EDWIN K APOSTADIRO  
ELEVATE BUILDERS LLC.  
ELIAS D CANTU  
ELITE PLUS REAL ESTATE - OREM A PROFESSIONAL LIMITED LIABILITY  
COMPANY

ELLIOTT B PETRI  
ELVENIA BUILDERS LLC  
ELVIS R LANDFORD  
EMIL L BALLOCANAG  
EMPOWERED ELECTRIC LLC  
ENCLOS TENSILE STRUCTURES INC  
ENGAGE CONTRACTING INC  
ERIK J NELSON  
ERIK M JARVIE  
ERNEST J M PONTES  
ERNESTO MEZA JR  
ESAU VAKAMEILALO JR  
ET CONSTRUCTION LLC  
EUROCRAFT HARDWOOD FLOORS LLC.  
EVAN W L CHENG  
EVERETT G FLANDERS  
EZ ELECTRIC LLC  
FINEFEUIAKI MOLIA  
FLEXGROUND LLC  
FRANCIS I KUAILANI  
FRANKLIN THURMAN  
FREDERICK JOHN KASSEBEER  
FULLER GLASS COMPANY INC  
GALLAGHER CONSTRUCTION INC  
GANESAN P PITCHAYMUTHU  
GARY M BRENNAN  
GAVIN VAUGHAN  
GEORGE C NEWMAN  
GEORGE DAVID HRUNKA  
GGG DEMOLITION, INC  
GILBERT A DASALLA  
GO WITH THE FLOW PLUMBING LLC  
GOLD MEDAL CONSTRUCTION CORP  
GONZALO PLANAS JR  
GORDON O AIHARA  
GREEN HORIZONS KAUAI LLC  
GREGG ANDREW MILLER  
GREGORY D BALLARD  
GREGORY E GUERRA  
GREGORY J HEINZ  
GREGORY SADO

HAWAII COURT RESURFACING LLC  
HAWAII DESIGN & DEVELOPMENT LLC  
HAWAII HOME CREATIONS, LLC  
HAWAII ISLAND POWER SOLUTIONS LLC  
HAWAII PRECISION PLASTERING LLC  
HAWAIIAN MILLWORKS LLC  
HEINZ PLUMBING LLC  
HELFRICH BROS. BOILER WORKS, INC.  
HI CURRENT ELECTRIC LLC  
HITACHI ENERGY USA INC  
HOA CONSTRUCTION CONSULTING  
HORSLEY SPECIALTIES INC  
HTS CO LLC  
HUALALAI PLUMBING LLC  
HUTTON CONSTRUCTION LLC  
I CON CONSTRUCTION INC  
IBBUILDERS HAWAII LLC  
INFINITY GROUP LLC  
INTEGRATED DEMOLITION AND REMEDIATION INCORPORATED  
INTELLIGRATED SYSTEMS LLC  
INTERSTATES INC  
IOAN DUCIUC  
IRONWOOD COMMERCIAL BUILDERS INC  
IRV H LIPSCHUTZ  
ISAIAH I SCHENK  
ISILELI T KAHO  
ISLAND CONTRACTORS LLC  
ISRAEL A WAFER  
ISRAEL MIRELES  
IVAN P P OSINTSEV  
J FAMILY CONSTRUCTION LLC  
J GAG FARM SERVICES LLC  
J&A CONSTRUCTION LLC  
J. LYNE ROBERTS & SONS INC  
JACOB KLEIN SOLOMON  
JAMES ANDREW LAVARO  
JAMES CHRISTY  
JAMES D COVINGTON  
JAMES D GRACEY  
JAMES D WALTERS III  
JAMES J CLIFFORD

JAMES MITCHELL KUHLMANN JR  
JAMES P HAMILTON  
JAMES R CHAMBLISS  
JAMES W KOAPAKA HERRAS  
JAMES Y KANESHIRO  
JAMIE C HOWARD  
JAMIL I LANI  
JANEL M HARADA  
JANUS INTERNATIONAL GROUP LLC  
JARED-MICHAEL CRISOLOGO  
JASON DANIEL DODSON  
JASON H ARQUITOLA  
JASON K BULLARD  
JASON K C FROST  
JASON MURAKAMI  
JEFFREY A JENKINS  
JEFFREY J SCALISI  
JEFFREY JOHN WIRTZ  
JENSEN POOL SERVICE HAWAII LLC  
JERED K FUKUSHIMA  
JEREMIAH W JOHNSON  
JEROME W HEDER  
JERZY BOGDAN MASZNICZ  
JESS B YENTER  
JESSE TAYLOR  
JFG COMPASSIONATE CRAFTSMAN LLC  
JIA SOLUTION LLC  
JINPENG HE  
JOEL A JOHNSON  
JOEL KAHO'OHANOHANO  
JOEMEL F GALLEG0  
JOHANSEN CONTRACTING INC  
JOHN A KANG  
JOHN CUMMINS  
JOHN E PORTER  
JOHN M CUSTODIO  
JOHN P THOMPSON  
JOHN R WOODS JR  
JOHNSON AND WOOD CONSTRUCTION INC  
JON G EARLL  
JON M MOLLISON

JONATHAN C CLAYTON  
JONATHAN D DIODATO  
JONATHAN E TSEU  
JONATHAN H DELAHOYDE  
JORDAN K GOMES  
JOSE A A TAPIA  
JOSEPH COYNE  
JOSEPH E GAGLIONE  
JOSEPH ETINGER  
JOSEPH JOHANSEN  
JOSEPH M HISLOP  
JOSEPH MICHAEL POERIO  
JOSH MESCALL  
JOSHUA I ADKINS  
JOSHUA M BRAGDON  
JOURDAN KRANTZ  
JUNCAI LIANG  
JUSTIN A TERPENING  
JUSTIN J AGSALUD  
JUSTIN R LOPES  
KA LANAKILA A'A LLC  
KA YU LAI  
KAENA ASING  
KAHE CONSTRUCTION LLC  
KAIDIO LLC  
KAMIMURA PLUMBING LLC  
KANANI M K POWELL  
KANE'S ELECTRIC LLC  
KAUAI CONCRETE DESIGN LLC  
KAUAI MECHANICAL INC  
KAY L TANTOG  
KEAKA K KAAHUI  
KEEP IT COOL & HANDY SERVICES LLC  
KENNETH CORBEN  
KENNETH K Y PARK  
KENNETH R SLEZAK  
KERRY M RICE  
KEVIN S FUKUMOTO  
KEVIN S WEBB  
KEVIN THOMPSON  
KIEL R MUELLER



KIMBERLY NAKASATO  
KINGDOM FLOORING LLC  
KINLEY CONSTRUCTION GROUP, LTD.  
KINNAN ENGINEERING INC  
KNOLES ELECTRIC LLC  
KOAPAKA ELECTRIC LLC  
KOLANI B BROWN  
KOLI M TONGA  
KSTONE PLUMBING CORPORATION  
KURT A RAPOZO  
KURT J MALLEY  
KWONG Y KWAN  
KYLE M KAMAE  
LA SOLAR GROUP INC  
LAHAINA ROOFING LLC  
LARRY A DEVORE  
LEANDRO GRANDO  
LEGRAND CONSTRUCTION LLC  
LEMUEL P SILVA  
LEROY E NICOLAS III  
LEVI B SPERL  
LIFE SAFETY SOLUTIONS LLC  
LIGHTNING PROTECTION SYSTEMS LLC  
LOREN K KANESHIRO  
LOWELL G REITH  
LUKE A SHOUP  
M & J RENOVATIONS INC  
M E I CORPORATION  
MAIKAI KA HANA CONSTRUCTION LLC  
MAKAI AUTOMATION SYSTEMS LLC  
MAMMOET USA NORTH INC  
MARCEL KRAEL  
MARK A MENDES  
MARK G KUWAHARA  
MARK L ZHANG  
MARTIN LESSARD  
MATTHEW B BARBERI  
MATTHEW G SCHMIDT  
MATTHEW R K PAN  
MATTHEW S AZOUZ  
MAUI COMMERCIAL LANDSCAPING INC

MAUI CONSTRUCTION TEAM LLC  
MAUI HOME WORX LLC  
MAUI SOLAR PROS INC  
MAX E LUDWIG  
MAX J MURRAY  
MAX K BEHRENS  
MCCLOSKEY MECHANICAL CONTRACTORS INC  
MEGILL CONTRACTING & CONSTRUCTION SERVICES LLC  
MENDES EXCAVATION LLC  
MERLYN S K FERREIRA  
MERMEL ENTERPRISES LLC  
MGM BUILDERS LLC  
MICHAEL A SMITH  
MICHAEL A VELAZQUEZ  
MICHAEL C WEBER  
MICHAEL D COOPER  
MICHAEL D MOORE  
MICHAEL JOSEPH KERCHNER  
MICHAEL K MATSUZAKI  
MICHAEL LEE STRASSER  
MICHAEL T MONIZ  
MICHAEL W GOMLICKER  
MID CITY TW RES LLC  
MIKAEL A MAATTA  
MILTON D MCGILL  
MINGXING HE  
MIRISSA M MCCANDLESS  
MITCHEL W SLADE  
MITCHELL CADE SOUTH  
MLZ CONTRACTORS INC  
MOCON CORPORATION  
MOKU AIR LLC  
MOMONA TRIMMING LLC  
MR CONSTRUCTION LLC  
MURAKAMI ROOFING LLC  
MURRILL INC  
NAKASATO CONTRACTING LLC  
NATHAN C RAYCROFT  
NATHAN E LEE  
NATHAN M TRAHERN  
NATIONAL INTERIOR SOLUTIONS LLC

NATIONWIDE LIFTS OF HAWAII INC  
NAZ SENALDI  
NCM HI INC  
NEIL H EDWARDS  
NELSON CONTRACTING INC  
NELSON L GAGNON  
NEXT LEVEL CUSTOM BUILDERS, INC  
NICHOLAS A RODRIGUES  
NICHOLAS WILLIAM JEFFRIES  
NING'S CONSTRUCTION INC  
NOAH S CHONG  
NORTHSHORE EXTERIORS INC  
OAHU PLUMBING AND REPAIRS LLC  
OCEANIC HOME SOLAR LLC  
OCI CONTRACTING INC  
OHANA CUSTOM HOMES INC  
OLI HOME SOLUTIONS AND REPAIR LLC  
OMAR CHAVIRA  
OMAR M ABNEY  
ONE SILVER SERVE LLC  
ONESTA LLC  
OSHKOSH AEROTECH LLC  
P.A. LEWIS CONSTRUCTION INC  
PACIFIC BUILD LLC  
PACIFIC DECORATIVE CONCRETE INC  
PACIFIC FLOORING & DESIGNS LLC  
PACIFIC INDUSTRIAL COATINGS LLC  
PACIFIC PLAYSCAPES INC  
PACIFIC STRIPING LLC  
PACIFIC TREE SERVICES LLC  
PAINTING SOLUTIONS MAUI LLC  
PALMSITE LLC  
PARADISE HOME INSPECTIONS LLC  
PARKER AND ASSOCIATES LLC  
PARMIS LANDSCAPING & MAINTENANCE LLC  
PATRICK J PASAMONTE  
PAUL A LEWIS  
PAUL J MARHOFER  
PAUL L FREITAS  
PC CONSTRUCTION LLC  
PEAK PERFORMANCE ENERGY LLC

PERITIA STONE LLC  
PETER Y LEE  
PIEZOELECTRIC LLC  
PLACE OF REFUGE LLC  
PLACE SERVICES INCORPORATED  
POERIO INCORPORATED  
PREMIUM HOME BUILDER INC  
PRESTON L SINENCI JR  
PRIME TRUCKING AND EXCAVATING LLC  
PRIMECORE ENTERPRISES LLC  
PRO ISLAND DRAIN CLEANING & SERVICE LLC  
PROSET LLC  
PROVIDENCE BY DESIGN CONSTRUCTION AND DEVELOPMENT LLC  
PUGET SOUND ABATEMENT SERVICES LLC  
QUALITY CONSTRUCTION LLC  
QUALITY RESTORATION INC  
QUTM CORP  
R & F POWER SOLUTIONS LLC  
R & R EQUIPMENT RENTALS LLC  
R HIRANO PAINTING LLC  
RACQUEL ANN L C TOYOZAKI  
RADAN STANKOVIC  
RALPH D COSTANZO  
RALPH P CALDER  
RANDALL R BELMONTE  
RANDY J ANDERLE  
RANDY R PIERCE  
RANGELINE UTILITY SERVICES LLC  
REFAEL R ZILBER  
RENDY V GISMUNDO  
REUBEN LOMBARDO  
RICHARD E NUESSEN  
RICHARD S MCDOWELL  
RICK L ROSS  
RLT SYSTEMS LLC  
ROBERT C MURAOKA  
ROBERT J HUTTON  
ROBERT J NABALATAN  
ROBERT J TOMAS  
ROBERT K HAMILI  
ROBERT KISS

ROBERT L TURNER  
ROBERT P MARTIN  
ROBERT V ROSS  
ROBERT W GODDARD  
ROCKY M HOSHIJO  
ROCKY'S ELECTRIC LLC  
RODGER W KEARLEY  
RODNEY Y TAKARA  
RONALD LOUIS BRANDT JR  
RONNIE AKAI  
ROSS & SONS REFRIGERATION & CONSTRUCTION, INC  
ROY P HIRANO  
ROYAL ELECTRIC LLC  
RTJM DESIGN LLC  
RVG CONSTRUCTION COMPANY  
RYAN K PAIK  
RYAN L ECK  
RYAN M DILLON  
RYAN SHAHEEN JAHANSOOZ  
S & K PLUMBING SERVICES LLC DBA S & K PLUMBING  
SALT BUILDERS LLC  
SAMUEL J RICHARD  
SAN DIEGO ELECTRIC SIGN INC  
SAND AND SAWDUST LLC  
SANDY MICHAEL WATSON  
SANTIAGO MONTONE  
SBGC INC  
SCHMIDT GENERAL CONTRACTING INC  
SCOTT G ROBERTS  
SCOTT N AOKI  
SEAMUS N GALLAGHER  
SEAN C COMBS  
SEAN R WARNET  
SECURADYNE SYSTEMS INTERMEDIATE LLC  
SELSO GUERRA  
SELUINI S MAFI  
SHANE K RUTLEDGE  
SHANE M CLARY  
SHANNON KRAKOVER  
SHAWN E KELLEY  
SHAWN J BROWN

SHAWN J LITTLE  
SHRENIK VORA  
SIAOSI U VAIFOOU  
SIDNEY KING  
SIGNAL USA LLC  
SKY BASKI  
SMFCC LLC  
SMITH ELECTRICAL SERVICES LLC  
SOK HUAN TENG  
SOUND SOLUTION GROUP LLC  
SPECTRA COMPANY  
STANLEY A TANGONAN  
STETSON C LINDSEY  
STEVE H HOEGGER  
STEVE HOEGGER & ASSOCIATES INC  
STEVEN J NAKANISHI  
STEVEN T GUIDO  
STEVEN T WILLIAMS  
STEVEN T WOOD  
STORAGE BUILDING COMPANY LLC  
STRATOS DEVELOPMENT INC  
STREAMLINE INDUSTRIES LLC  
STRUCTURAL PRESERVATION SYSTEMS LLC  
SUMMIT INNOVATIONS DEVELOPMENT CORP  
SUNNY DAYS WORKSPACE, INC.  
SUNNY J REED  
SUNSHINE DESIGN BUILD LLC  
SUPERIOR CONSTRUCTION SERVICES LLC  
TAI K GIBSON  
TAL BUILDERS LLC  
THE PETERSON COMPANY LLC  
THOMAS M YAMASAKI  
TIANHONG FU  
TIMOTHY J MILLER  
TIMOTHY W BROERSMA  
TITAN SPECIALIZED SERVICES INC  
TOP SHAPE MASONRY LLC  
TR\_ELECTRIC\_LL\_  
TRACIE R BINGO  
TRAVIS CABALAR  
TRAVIS V LEINONEN

TROY S PLACE  
TYSON G K FERREIRA  
UNITY TILE DESIGN LLC  
URBAN STACK  
UTILITIES ONE INC  
VAIFOOU CONSTRUCTION LLC  
VENIAMIN Y PALIYEV  
VERSATILE FABRICATION HAWAII LLC  
VINCENT A PIAZZA III  
VINCENT L BAROLDI  
VOLK PACIFIC BUILDERS INC  
VOLTA SYSTEMS GROUP LLC  
WADE A THODE  
WADE E KAMIMURA  
WAYNE PERRY INC  
WAYNE S SHERRILL  
WB LLC  
WEBER MAKAI CONSTRUCTION LLC  
WEN PING WENG  
WENDELL C DANG  
WHITewater WEST INDUSTRIES LTD.  
WILD STALLION EXCAVATION LLC  
WILLIAM L STONE  
WILSON YU  
WOODS OHANA LLC  
WY CONSTRUCTION INC  
WYATT W K BUTTERBAUGH  
XAVIER ALVAREZ  
XEC INC  
XIANDE CAO  
XIAOLING YU GUAN  
X-QUIZIT MARBLE & TILE LLC  
YA HUA CHEN  
ZACHARY A MERMEL  
ZACHARY L DEBRUYNE  
ZACKARY G HORSLEY  
ZHENGYAO ZENG





**CONTRACTORS LICENSE BOARD**  
Professional and Vocational Licensing Division  
Department of Commerce and Consumer Affairs  
State of Hawaii

Minutes of the Applications Committee Meeting

Date: February 3, 2025

In-Person Meeting Location: Queen Liliuokalani Conference Room  
HRH King Kalakaua Building  
335 Merchant Street, First Floor  
Honolulu, Hawaii 96813

Virtual Participation: Virtual Videoconference Meeting – Zoom Meeting

<https://dcca-hawaii-gov.zoom.us/j/88163024681?pwd=lbB2r3ago6huhmLYPIrwaBrCQzGsrE.1>

Phone number: (669) 900 6833  
Meeting ID: 881 6302 4681  
Passcode: 415680

Present: Paul Alejado, Chairperson  
Maurice Torigoe, Member  
Daryl Suehiro, Member  
Randy Lau, Member  
John Polischek Jr., Member  
Russell Inouye, Member  
Candace Ito, Executive Officer  
Lei Ana E. Green, Executive Officer  
Kerrie Shahan, Executive Officer  
Marc Yoshimura, Secretary  
Julie Halapio, Secretary

Guests: Michael Kerchner  
don summers  
michaelkerchner  
Holly Willi  
Thomas NFP  
Daniel Schenbeck  
Michael Yadao  
Monique Kelsey  
Tia M. Perez  
Thomas (Thomas NFP)  
Lisa Melonas  
Anonymous  
Danielle Holland/IAC  
Jordan Gomes

Agenda: The agenda for this meeting was posted on the State electronic calendar, as required by Hawaii Revised Statutes ("HRS") section 92-7(b).

A short video was played to explain procedures for this virtual meeting and how members of the public can participate and interact with the Board during the meeting.

Call to Order: Chairperson Alejado called the meeting to order at 2:08 p.m.

Amendments to the Agenda: The following amendment to the agenda is to correct an inadvertent error:

1. Add: Quality Restoration Inc  
Earl E Shook Jr, RME  
C-1 Acoustical and insulation  
C-5 Cabinet, millwork, carpentry remodeling and repairs  
C-19 Asbestos  
(Deferred at the January 24, 2025 meeting)

It was moved by Mr. Lau, seconded by Mr. Polischeck, and unanimously carried to approve the amendment to the agenda.

Review of License Applications and Recommendations to the Contractors License Board

Chairperson Alejado, Executive Officer Shahan, Executive Officer Green, and Executive Officer Ito read the Applications Committee's recommendations to the Contractors License Board ("Board") for the applications on the meeting agenda.

It was moved by Mr. Lau, seconded by Mr. Torigoe, and unanimously carried to approve the attached Applications Committee Recommendations.

Next Applications Committee Meeting: March 3, 2025

Adjournment: There being no further business to discuss, the meeting was adjourned at 2:51 p.m.

Reviewed and approved by:

/s/ Candace Ito  
Candace Ito  
Executive Officer

Taken and recorded by:

/s/ Julie T. Halapio  
Julie T. Halapio  
Secretary

02/18/25

[ ] Minutes approved as is.  
[ ] Minutes approved with changes. See minutes of \_\_\_\_\_.

APPLICATIONS COMMITTEE RECOMMENDATIONS

- 3.a. **Request for Change in Business Status**
- 3.b. **Request for Waiver of Bond Requirement**
- 3.c. **Approve applications, subject to all requirements except examinations.**

Applications

A:

1. 808 Kachorro's General Construction LLC (Dual Status – Max E Ludwig, Individual)  
Max E Ludwig, RME  
"B" General building
2. Emil L Ballocanag (Individual)  
C-51 Tile
3. Domingo's Electrical Services LLC  
Sotero M Domingo, RME  
C-13 Electrical
4. Elevate Builders LLC (Dual Status – HM Construction Inc)  
Mingxing He, RME  
"B" General building
5. EZ Electric LLC  
Ethan J Repetto, RME  
C-13 Electrical
6. J Family Construction LLC  
Phong J Nguyen, RME  
"B" General building
7. Legrand Construction LLC  
Michael D Barton, RME  
"B" General building
8. Richard S McDowell (Individual)  
C-15 Electronic systems
9. Mid City TW Res LLC  
Robert M Vavul, RME  
C-25 Institutional and commercial equipment
10. Murrill Inc  
Jason T Murrill, RME  
C-13 Electrical

11. Pacific Flooring & Designs LLC  
Jason Bullard, RME  
C-51 Tile
12. Premium Home Builder Inc (Reactivation)  
Ka Yu Lai, RME  
C-13 Electrical
13. Rocky's Electric LLC (Reactivation – Rocky M Hoshijo)  
Rocky M Hoshijo, RME  
C-13 Electrical
14. Wade A Thode (Individual)  
C-37e Treatment and pumping facilities
15. Andrew Zimmerman (Individual) (Reactivation)  
"A" General engineering  
"B" General building

Applications  
B:

**Approve applications; subject to all requirements including examinations in Parts I and II, except as otherwise noted.**

1. A & B Construction LLC  
Adam R Harms, RME  
C-5 Cabinet, millwork, and carpentry remodeling and repairs
2. Argus Construction Management LLC  
James R Chambliss, RME  
"A" General engineering
3. Jered K Fukushima (Individual)  
"B" General building
4. Hawaii Court Resurfacing LLC  
Jose A A Tapia, RME  
C-3b Play court surfacing
5. Hualalai Plumbing LLC  
Jordan K Gomes, RME  
C-37 Plumbing
6. Ironwood Commercial Builders Inc  
Christopher K Bushard, RME  
"B" General building (**withdraw 8/24**)  
C-1 Acoustical and insulation (**withdraw 1/25**)  
C-6 Carpentry framing  
C-12 Drywall

7. Kamimura Plumbing Inc  
Wade E Kamimura, RME  
C-37 Plumbing
8. Rodger W Kearley, RME  
ICC Commonwealth Corporation  
C-23 Gunite
9. Knoles Electric LLC  
Cameron Knoles, RME  
C-13 Electrical
10. Marcel Krael (Individual)  
C-5 Cabinet, millwork, and  
carpentry remodeling and repairs
11. Mendes Excavation LLC  
Mark A Mendes, RME  
C-17 Excavating, grading and  
trenching
12. Christopher Kwock On Oku, RME  
Johnson Controls Inc  
C-52 Ventilating and air conditioning
13. Cayden K Oshiro, RME  
White Sands Construction, Inc.  
"B" General Building
14. Ivan P P Osintsev, RME  
Hawaii Island Electric LLC  
C-13 Electrical
15. Pacific Build LLC  
Veniamin Y Paliyev, RME  
"B" General building
16. Streamline Industries LLC  
Edwin K Apostadiro, RME  
C-56 Welding
17. Structural Preservation Systems LLC  
Jason Daniel Dodson, RME  
C-38 Post tensioning  
C-41 Reinforcing steel
18. Stanley A Tangonan, RME (Additional classification)  
Zel-Tec Inc  
C-55 Waterproofing

- Jonathan E Tseu, RME  
Hensel Phelps Construction Co  
"A" General engineering (**approve 1/25**)  
"B" General building

Applications  
C:

**Withdraw applications.**

Applications  
D:

**Deny applications; failure to show requisite experience and/or failure to show good reputation for honesty, truthfulness, financial integrity, and fair dealing.**

- Utilities One Inc  
Alexandrin Patron, RME  
"A" General engineering

Applications  
E:

**Defer applications; for further investigation or request for additional documentation.**

- 5 Star Flooring Inc (Additional classification)  
Aleksandr Saranchuk, RME  
"B" General building
- 4N Services LLC  
Richard Nuessen, RME  
C-13 Electrical  
C-37 Plumbing  
C-57a Pumps installation
- A&D Consulting LLC  
Damon M V Cabel, RME  
C-32 Ornamental, guardrail, and fencing (**approve 05/24**)  
C-48 Structural steel  
C-56 Welding (**approve 05/24**)
- AFO Pro Quality Roofing LLC  
Arnie F Ortega, RME  
C-42 Roofing  
C-55 Waterproofing
- AT&T Enterprises LLC  
John K Simmons, RME  
C-15 Electrical systems
- Absolute Electric & Controls LLC  
Brent S Shigeta, RME  
C-13 Electrical

7. Gordon O Aihara (Individual) (Additional classification)  
C-13 Electrical (Reactivation)  
C-62 Pole and Line (**approve 1/24**)
8. Akamai HVAC LLC  
Kaena Asing, RME  
C-52 Ventilating and air conditioning
9. Anacleto Joey Boy S. Alcantara VI, RME  
Group Builders Inc  
"A" General engineering  
"B" General building (**approve 1/24**)  
C-1 Acoustical and insulation  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs (**withdraw 1/25**)  
C-12 Drywall (**withdraw 1/25**)  
C-33b Taping (**withdraw 1/25**)  
C-36 Plastering
10. Anacleto Pio Alcantara, RME (Additional classification)  
A H Construction LLC  
"B" General Building
11. Align Industries LLC (Additional classification)  
Alden D Vienneau, RME  
"B" General building
12. All Stars Corp  
James D Walters III, RME  
"B" General building
13. Aloha Bath & Flooring LLC (Additional classification)  
James D Covington, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs  
C-7 Carpet laying
14. Aloha Island Enterprise LLC  
Francis I Kuailani, RME  
C-27 Landscaping  
C-37b Irrigation and lawn sprinkler  
systems
15. Alpha-Omega Plumbing Inc  
Neil H Edwards, RME  
C-37 plumbing
16. Alpine Roofing Co, Inc  
Joseph Coyne  
C-42 Roofing

17. American Equipment Systems LLC  
Vincent L Baroldi, RME  
C-68 Classified Specialist
18. Peter R P Amerino (Individual)  
C-27 Landscaping
19. Amped Electric LLC  
Patrick J Pasamonte, RME  
C-13 Electrical
20. Jason Grant Anderholm (Individual)  
C-13 Electrical
21. Apex Telecom LLC  
Dung T Ton, RME  
C-15b Telecommunications
22. Apozpainting LLC  
Arthur Moulton Hemenway III, RME  
C-33 Painting and decorating
23. Aqueos Marine Inc  
David E Bell, RME  
"A" General engineering
24. Jason H Arquitola, RME  
Terraformation Inc  
C-27 Landscaping
25. B7 Hawaii LLC  
James D Arthur, RME  
"A" General engineering  
"B" General building
26. B & B Island Services LLC  
Byron L Keahi, RME  
C-17 Excavating, grading, and  
trenching  
C-37a Sewer and drain line
27. Babcock & Wilcox Construction Co  
LLC  
Randy R Pierce, RME  
C-4 Boiler, hot-water heating, and  
steam fitting
28. Matthew B Barberi (Individual)  
"B" General building  
C-42 Roofing



29. Alissa E Bautista, RME  
Rosendin Electric Inc  
C-13 Electrical
  30. Bay Alarm Company  
Shane M Clary, RME  
C-15a Fire and burglar alarm
  31. Big Island Custom Flooring Inc  
Travis Cabalar, RME  
C-7 Carpet laying  
C-21 Flooring
  32. Big Island Plumbing and Solar LLC  
Jeremy W Varize, RME  
C-37 Plumbing
  33. Big Island Renovation Inc  
Michael L Strasser, RME  
"B" General building
  34. Big River Building LLC  
Adam C Wilson, RME  
"B" General building
  35. Big Wave Construction LLC  
Gavin Vaughan, RME  
"B" General building  
C-17 Excavating, grading, and trenching
  36. Black Belt Electric LLC  
Leandro Grando, RME  
C-13 Electrical
  37. Blackstone Pacific LLC  
Peter V Walburn, RME  
"A" General engineering  
"B" General building
  38. Bragdon Built LLC  
Joshua M Bragdon, RME  
"B" General building
  39. Brock Services LLC  
Omar Chavira, RME  
C-33 Painting and decorating
- (Additional classification)

40. Timothy W Broersma, RME  
Elements of Hospitality Inc  
"B" General building
41. Brant L Brown, RME  
Hapa Landscaping, LLC  
C-27 Landscaping
42. Kolani B Brown (Individual) (Additional classification)  
"A" General engineering (**withdraw 4/24**)  
"B" General building
43. Brown Development LLC (Additional classification)  
Randy J Anderle, RME  
"A" General engineering
44. Build Zone LLC  
Mun-Won Chang, RME  
"A" General engineering  
"B" General building  
C-13 Electrical  
C-15 Electronic systems  
C-31 Masonry  
C-48 Structural steel
45. Dwight D Burdick (Individual) (Additional classification)  
"A" General engineering
46. Christopher S Burgess, RME  
Stellar Group Incorporated  
"B" General building
47. C & C North America Inc  
Matt G Klein, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
48. CMC HI Built LLC  
Christian Ritchard Massey, RME  
"B" General building
49. CS Builder LLC (Additional classification)  
Xian De Cao, RME  
C-13 Electrical
50. Cable Installers of America LLC  
Carlos A Paez Camelo, RME  
C-13 Electrical  
C-15 Electronic systems

51. Ralph P Calder, RME  
W W Clyde & Co  
"A" General engineering  
"B" General building
52. Elias D Cantu, RME  
Roto-Rooter Services Company  
C-37 Plumbing
53. Ya Hua Chen (Individual)  
"B" General building
54. Chon Builders Inc  
Sam Su Chon, RME  
"B" General building
55. Noah S Chong, RME  
Helix Electric Inc  
C-13 Electrical  
C-63 High voltage electrical
56. James Christy, RME  
Ahtna Infrastructure & Technologies  
LLC  
"B" General building
57. Arther J Clayton Jr. RME  
Island Demo Inc  
C-19 Asbestos
58. Clear Water Mechanical Plumbing &  
Underground LLC  
Selso Guerra, RME  
C-37 Plumbing
59. Colburn Construction LLC  
Lee A Colburn, RME  
"B" General building  
(Dual status – Lee A  
Colburn)
60. Cold War Refrigeration Inc  
Andrew James, RME  
C-40 Refrigeration
61. Colt General Contracting LLC  
Jamie C Howard, RME  
"B" General building
62. Sean C Combs (Individual)  
"B" General building

63. Commercial Painting LLC (Dual status – Wesley M  
Wesley M. Tamanaha, RME Tamanaha)  
C-33 Painting and decorating
64. Community Creators LLC (Robert S McGarvey – Dual  
Christopher A McGarvey, RME Status – Northwest  
Robert S McGarvey, RME Playground Equipment Inc)  
“B” General building (**withdraw 4/24**)  
C-3b Play court surfacing (**approve 8/24**)  
C-25 Institutional and commercial  
equipment (**approve 8/24**)  
C-68MI Prefabricated metal buildings
65. Concreate Oahu LLC  
Jourdan Krantz, RME  
C-33 Painting and decorating
66. Construction Innovations Group LLC  
Larry A Devore, RME  
C-13 Electrical  
C-63 High voltage electrical
67. Contract Décor Inc.  
David M. Stewart, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
68. ControlTouch Systems LLC  
Kiel R Mueller, RME  
“B” General building  
C-13 Electrical
69. Ralph D Costanzo (Individual)  
“B” General building (**withdraw 10/24**)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
70. Crabbe Services LLC (Additional classification)  
Russell F Crabbe, RME  
C-17 Excavating, grading, and trenching  
C-24 Building moving and wrecking  
C-31 Masonry
71. Creative Woodworking LLC  
Justin A Terpening, RME  
“B” General business
72. Jared-Michael Crisologo, RME  
Protech Roofing LLC  
C-1 Acoustical and insulation

73. John M Custodio, RME  
Sky Climber of Hawaii LLC  
C-10 Scaffolding
74. Custom Tile & Stone Inc (Dual status – Hilo Tile  
Albert K Leedy, RME & Stone Inc)  
C-51 Tile
75. D.A.R.C. Builders LLC  
Ernesto Meza Jr, RME  
"B" General building
76. DCSK Plumbing LLC  
Sky Baski, RME  
C-37 Plumbing
77. DDTG Construction Inc  
Daniel Diaz Theo Gonzalez, RME  
C-12 Drywall  
C-21 Flooring  
C-32 Ornamental, guardrail, and fencing  
C-32a Wood and vinyl fencing  
C-33 Painting and decorating
78. DKB Electric LLC  
Dante K Bush, RME  
C-13 Electrical
79. DM Pacific Inc (Additional classification)  
Brian K Mitsunaga, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
80. Gilbert A Dasalla (Individual)  
C-37 Plumbing
81. Jonathan H Delahoyde, RME  
Hawaiian Telcom Inc  
C-15b Telecommunications
82. Brandon A Dennis (Individual)  
C-37 Plumbing
83. Heath J Devery (Individual)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs

84. Digital Path Inc  
Andrew J Cardin, RME  
"B" General building  
C-15b Telecommunications
85. Dome Technology LLC  
Mitchell Cade South, RME  
"B" General building
86. Craig M Dorn (Individual)  
C-16 Elevator
87. Dragados USA Inc  
Martin Lessard, RME  
"A" General engineering
88. Ducky Recovery LLC  
Daniel P McKearan, RME  
"B" General building
89. Dynamic Group LLC  
Fredrick A Gerdes, RME  
"B" General building
90. ET Construction LLC  
Edward J Wirtz IV, RME  
"B" General building  
(Dual Status – Ed's Plumbing  
Repair & Remodel LLC)  
(Additional classification –  
Edward J Wirtz IV)
91. Eaton Corporation  
Gonzalo Planas Jr, RME  
"B" General building  
C-13 Electrical
92. Eaton Corporation  
Steven T Guido, RME  
C-13 Electrical  
C-63 High voltage electrical
93. Eaton Corporation  
Jess Yenter, RME  
"A" General engineering
94. Echo Construction LLC  
Gregory Sado, RME  
"A" General engineering
95. Eco Tech Hawaii LLC  
Jerzy Bogdan Masznicz, RME  
C-51 Tile

96. Ecostruction Inc  
Mitchel W Slade, RME  
"B" General building
97. Ed Dang Machine Works Inc  
Wendell Dang, RME  
C-56 Welding
98. Edison Power Constructors Inc  
Wayne S Sherrill, RME  
C-13 Electrical  
C-63 High voltage electrical
99. Dennis Millikan Elbert  
Northshore Exteriors Inc  
"B" General building  
C-42 Roofing  
C-44 Sheet metal
100. Elite Plus Real Estate - Orem A  
Professional Limited Liability Company  
Michael K Matsuzaki, RME  
"A" General engineering  
"B" General building (**withdraw 9/24**)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs  
C-68MI Prefabricated metal buildings
101. Elvenia Builders LLC (Additional classification)  
Dennis Elvenia, RME  
"B" General building
102. Empowered Electric LLC (Additional classification)  
Christopher Nguyen, RME  
C-52 Ventilating and air conditioning
103. Enclos Tensile Structures Inc  
Allen Gadus, RME  
C-44b Awnings and patio cover
104. Engage Contracting Inc  
Donavon S Minnis, RME  
"B" General building
105. Essential Cabinet Refacing Inc  
Ringo J Pauly RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs

106. Joseph Etinger, RME (Additional classification)  
Cornerstone Detention Products Inc  
C-25 Institutional and commercial  
equipment
107. Eurocraft Hardwood Floors LLC  
Ioan Duciuc, RME  
C-21 Flooring
108. Merlyn S K Ferreira, RME  
TSM Enterprises Inc  
C-13 Electrical
109. Flexground LLC  
Michael W Gomlicker, RME  
"A" General engineering  
C-68 Classified specialist
110. Paul L Freitas (Individual) (Additional classification)  
"B" General building
111. Tianhong Fu (Individual)  
"B" General building
112. Kevin S Fukumoto (Individual)  
C-37 Plumbing
113. GGG Demolition Inc  
Gregg Andrew Miller, RME  
C-19 Asbestos  
C-24 Building moving and wrecking
114. Nelson L Gagnon (Individual)  
C-37 Plumbing
115. Gallagher Construction Inc  
Seamus Gallagher, RME  
"B" General building
116. Kanale K George, RME  
K & S Welding Inc  
C-32 Ornamental, guardrail, and fencing  
C-48 Structural steel  
C-56 Welding
117. Get Er Done Contracting LLC  
David J Van der Walle, RME  
"B" General building



118. Go With The Flow Plumbing LLC  
Nicholas A Rodrigues, RME  
C-37 Plumbing
  119. Robert W Goddard (Individual)  
"B" General building
  120. Gold Medal Construction Corp  
George David Hrunka  
C-68 Classified specialist
  121. Green Horizons Kauai LLC  
Samuel J Richard, RME  
C-27 Landscaping
  122. Ground Zero Landscape & Construction LLC  
Carla Lynn Stroud  
C-27 Landscaping
  123. Xiaoling Yu Guan (Individual)  
C-33 Painting and decorating
  124. Gutter Ninjas LLC  
Cody T Matsuda, RME  
C-44a Gutters
  125. HI Current Electric LLC  
Brian M Leary, RME  
C-13 Electrical
  126. HI Landscaping LLC  
Kirill Vekhov, RME  
C-27 Landscaping
  127. HOA Construction Consulting  
Ryan L Eck, RME  
"B" General building
  128. HTS Co LLC  
Daryl Lee Smith, RME  
"B" General building
  129. Hanale Builders LLC  
Henry James Correa, RME  
C-12 Drywall  
C-42 Roofing
- (Additional classification)

130. Janel M Harada, RME  
Na Alii Consulting & Sales LLC  
"A" General engineering
131. Harmon Inc  
Kevin J Mannen, RME  
C-22 Glazing and tinting
132. Hawaii Design & Development LLC  
Matthew S Azouz, RME  
"B" General building
133. Hawaii Home Creations LLC  
Refael R Zilber, RME  
"B" General building
134. Hawaii Island Power Solutions LLC  
Brock J Labenne, RME  
C-13 Electrical
135. Hawaii Precision Plastering LLC  
Justin R Lopes, RME  
C-36 Plastering
136. Hawaiian Millworks LLC  
Jonathan C Clayton, RME  
"B" General building
137. Jinpeng He (Individual)  
"B" General building
138. Jerome W Heder, RME  
JDH Construction Limited  
C-1 Acoustical and insulation  
C-6 Carpentry framing  
C-12 Drywall
139. Heinz Plumbing LLC  
Gregory J Heinz, RME  
C-37 Plumbing
140. Helfrich Bros Boiler Works Inc  
Conor Helfrich, RME  
C-31c Refractory
141. Hitachi Energy USA Inc  
Paul J Marhofer, RME  
"B" General building

(Additional classification)

142. Home Remodel and Design LLC  
Glenn J Fortune, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
143. Horsley Specialties Inc  
Zackary G Horsley, RME  
C-19 Asbestos
144. Hulikoa Commercial LLC  
Christian Coetzee, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repair  
C-21 Tile
145. Hulikoa Commercial LLC  
Mark R Dixon, RME  
"B" General building
146. Hutton Construction LLC  
Robert J Hutton, RME  
"B" General building
147. I Con Construction Inc  
Aiden W Wright, RME  
"B" General building (**withdraw 1/25**)  
C-6 Carpentry framing
148. IBBUILDERS Hawaii LLC  
Nathan E Lee, RME  
"B" General building
149. Ian M Ichimura, RME  
Pural Water Specialty Co Inc  
C-4 Boiler, hot-water heating, hot water  
supply, and steam fitting  
C-37 Plumbing
150. Infinity Group LLC  
Craig R Akina, RME  
"B" General building
151. Integrated Demolition and Remediation  
Incorporated  
Shrenik Vora, RME  
C-19 Asbestos  
C-24 Building moving and wrecking

152. Intelligrated Systems LLC  
Israel Mireles, RME  
C-16a Conveyer systems
153. Intercool USA LLC  
Kory Frederick Johnston, RME  
C-40 Refrigeration
154. Interstates Inc  
Lowell G Reith, RME  
C-13 Electrical
155. Island Cabinets LLC  
Greg Blue Crump, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
156. Island Residential Services LLC (Additional Classification)  
Sean R Warnet, RME  
"B" General building
157. J Gag Farm Services LLC  
Joseph E Gaglione, RME  
"B" General building  
C-17 Excavating, grading, and trenching
158. J. Lyne Roberts & Sons Inc  
Scott G Roberts, RME  
"B" General building
159. J&A Construction LLC  
Justin J Agsalud, RME  
"B" General building
160. J & L Construction Inc  
Wuneng Chen, RME  
"B" General building
161. JDE Construction Inc  
John D. Edwards, RME  
"B" General building
162. JFG Compassionate Craftsman LLC  
Joemel F Gallego, RME  
"B" General building
163. JIA Solution LLC  
Evan W L Cheng, RME  
"B" General building

164. JND Rankin Construction Inc  
Donald V Rankin, RME  
"B" General building (**withdraw 8/23**)  
C-48 Structural steel
165. Ryan Shaheen Jahansooz, RME (Additional classification)  
Sepideh Inc  
C-40 Refrigeration
166. Janus International Group LLC  
Benjamin Riehm, RME  
"B" General building
167. Nicholas William Jeffries, RME  
SG Builder LLC  
"B" General building
168. Jensen Pool Service Hawaii LLC  
Kasper Stege Jensen, RME  
"B" General building (**withdraw 9/24**)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
169. Johansen Contracting Inc  
Joseph Johansen, RME  
"A" General engineering  
"B" General building
170. Brent Johnson, RME  
Northern Powerline Constructors Inc  
C-13 Electrical
171. Johnson And Wood Construction Inc  
Steven T Wood, RME  
"B" General building
172. Johnson Controls Security Solutions LLC  
Ryan W Knowles, RME  
C-15 Electronic systems
173. Ka Lanakila A'a LLC  
John A Kang, RME  
C-1 Acoustical and insulation  
C-12 Drywall  
C-36 Plastering
174. Kaidio LLC  
Jonathan D Diodato, RME  
"A" General engineering  
"B" General building  
C-16 Elevator

175. Kane's Electric LLC  
Loren K Kaneshiro, RME  
C-13 Electrical
176. Frederick John Kassebeer, RME  
Rosendin Electric Inc  
C-13 Electrical
177. Kauai Concrete Design LLC  
David J Hibbit, RME  
"B" General building
178. Kauai Mechanical Inc (Additional classification)  
Colby L Ayonon, RME  
C-37 Plumbing
179. Keep It Cool & Handy Services LLC  
Dale J M Gapusan, RME  
C-52 Ventilating and air conditioning
180. Shawn E Kelley, RME (Additional Classification)  
Trane U S Inc  
"B" General building
181. Michael Joseph Kerchner, RME  
Tutor Perini Corporation  
"A" General engineering
182. Albert H Kim, RME  
Smalt & Company Inc  
C-27 Landscaping
183. King Rock Masonry LLC  
Faiva L Amone, RME  
C-31 Masonry
184. Kingdom Flooring LLC  
Franklin Thurman, RME  
"B" General building (**withdraw 11/23**)  
C-7 Carpet laying (**withdraw 11/23**)  
C-21 Flooring  
C-51 Tile
185. Kinley Construction Group Ltd  
Adam L Frisch, RME  
"A" General engineering  
"B" General building  
C-37f Fuel dispensing  
C-43a Reconditioning and repairing pipeline

186. Kinnan Engineering Inc  
Israel A Wafer, RME  
"A" General engineering
187. Robert Kiss (Individual)  
"B" General building
188. Koapaka Electric LLC  
James W Koapaka Herras, RME  
C-13 Electrical
189. KStone Plumbing Corporation  
Keith K Ishitani, RME  
C-37 Plumbing
190. Mark G Kuwahara, RME  
David M Kuwahara (Individual)  
C-33 Painting and decorating
191. Kwong Y Kwan (Individual)  
"B" General building
192. LA Solar Group Inc  
Ara Petrosyan, RME  
C-13 Electrical
193. Lahaina Roofing LLC  
Ronald Louis Brandt Jr, RME  
C-42 Roofing
194. Allen R. Lau, RME  
ASIX Plumbing LLC  
C-37 Plumbing
195. James Andrew Lavarro, Individual  
"B" General building
196. Christopher B H Lee, RME  
AKYO Group LLC  
"B" General building (Additional classification)
197. Juncai Liang (Individual)  
"B" General building
198. Lightning Protection Systems LLC  
William L Stone, RME  
C-13 Electrical
199. Chang Song Lin (Individual)  
"B" General building

200. Stetson C Lindsey (Individual)  
"B" General building
201. Shawn J Little, RME  
Sunnova Energy Corporation  
C-13 Electrical
202. Daniel Logue, RME  
Na Alii Consulting & Sales LLC  
"A" General engineering
203. M & J Renovations Inc  
Omar M Abney, RME  
C-7 Carpet laying  
C-33 Painting and decorating
204. M E I Corporation (Additional classification)  
Ariel A Daguio, RME  
C-1 Acoustical and insulation  
C-12 Drywall  
C-36 Plastering
205. MGM Builders LLC  
Jon G Earll, RME  
C-12 Drywall
206. MLZ Contractors Inc  
Mark L Zhang, RME  
"A" General engineering
207. MR Construction LLC  
Maxim E Rachkovskiy, RME  
"B" General building
208. Mikael A Maatta, RME  
Fuller Glass Company Inc  
"B" General building (**deny 10/24**)  
C-22 Glazing and tinting
209. Seluini S Mafi (Individual)  
C-31 Masonry
210. Maikai Ka Hana Construction LLC  
James Mitchell Kuhlmann, Jr, RME  
"B" General building  
C-1 Acoustical and insulation  
C-36 Plastering



211. Mainz Builders Hawaii Inc  
Morgan Mainz, RME  
"B" General building
212. Makai Automation Systems LLC  
Lance D Hamilton, RME  
C-52 Ventilating and air conditioning
213. Kurt J Malley, RME  
Northwest Exteriors Inc  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
214. Mammoet USA North Inc  
Jeffrey A Jenkins, RME  
"A" General engineering
215. Mammoet USA North Inc  
Sidney King, RME  
"A" General engineering
216. Brandon Maneafaiga (Individual)  
C-17 Excavating, grading, and trenching
217. Amedeo J Markoff (Individual)  
"B" General building
218. Maui Commercial Landscaping Inc  
Christopher G Morales, RME  
C-27 Landscaping  
C-27b Tree trimming and removal
219. Maui Construction Team LLC  
Joel Kaho'ohanohano, RME  
"B" General building
220. Maui Home Worx LLC  
Andrew R Thomas, RME  
"B" General building (**withdraw 8/24**)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repair
221. Maui Solar Pros Inc  
Preston L Sinenci Jr, RME  
C-13 Electrical
222. Mirissa M McCandless, RME  
Rojac Construction Inc  
"A" General engineering

223. McCloskey Mechanical Contractors Inc  
David J McCloskey Jr, RME  
C-52 Ventilating and air conditioning
224. Megill Contracting & Construction  
Services LLC  
Michael L Garrett, RME  
"B" General building
225. Mermel Enterprises LLC  
Zachary A Mermel, RME  
C-27 Landscaping
226. Darren E Mertz (Individual)  
C-49a Hot tub and pool  
C-51a Cultured marble
227. Timothy J Miller RME  
Covanta Projects LLC  
"A" General engineering
228. Myles M Mizokami, RME  
Grace Pacific LLC  
"B" General building  
"A" General engineering (**approve 4/23**)
229. Mocon Corporation (Additional classification)  
Angel Briones, RME  
C-23 Gunite
230. Mocon Pacific Inc  
Darin R. Fogg, RME  
"A" General engineering
231. Modbox LLC  
Craig S Smollen, RME  
"B" General building
232. Moku Air LLC  
Brandon N Fernandez, RME  
C-40 Refrigeration
233. Finefeuiaki Molia (Individual)  
C-31 Masonry
234. Jon M Mollison, RME  
Na Alii Consulting & Sales LLC  
"A" General engineering

235. Momona Trimming LLC (Reactivation – Elvis R Landford, RME)  
Elvis R Landford, RME  
C-27b Tree trimming and removal
236. Michael T Moniz, RME  
Hawaii Electrical Solutions LLC  
C-13 Electrical
237. Santiago Montone, RME  
Hapa Landscaping LLC  
C-27 Landscaping
238. Michael D Moore, RME (Additional Classification)  
Penhall Company  
“A” General engineering
239. Murakami Roofing LLC (Additional classification)  
Jason Murakami, RME  
“B” General building
240. Robert Muraoka, Individual  
C-42 Roofing
241. NCM HI Inc  
Gregory E Guerra, RME  
“B” General building
242. Robert J Nabalatan, RME  
Brandsafway Services LLC  
C-2 Mechanical insulation
243. Steven J Nakanishi, RME  
State Wide Plumbing Inc  
C-37 Plumbing
244. Nakasato Contracting LLC (Additional Classification)  
Kimberly Nakasato, RME  
“A” General engineering
245. National Interior Solutions LLC  
Naz Senaldi, RME  
C-40 Refrigeration
246. Nationwide Lifts of Hawaii Inc  
Max J Murray, RME  
C-16 Elevator

247. Cody J M Navarro, RME  
Video Warehouse Inc  
C-15 Electronic systems
248. Nelson Contracting Inc  
Darryl L Vigneux, RME  
"B" General building  
C-37 Plumbing
249. George Christopher Newman, RME  
Curt Faus Corporation  
"B" General building (**withdraw 10/24**)  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs  
C-6 Carpentry framing
250. Newpark Group LLC  
Caleb J Lawson, RME  
"B" General building
251. Next Level Custom Builders Inc  
Josh Mescall, RME  
"B" General building
252. Next Level Solutions LLC  
Neal M Tamashiro, RME  
C-13 Electrical
253. Leroy E Nicolas III, RME (Additional classification)  
Pan-Pacific Mechanical LLC  
C-44 Sheet metal
254. Stephen T Nieman, RME (Additional classification)  
Porter Construction Inc  
C-55 Waterproofing
255. Ning's Construction Inc  
Jiafa Pan, RME  
"B" General building
256. Nohealani Masonry Contractor Corporation  
Kepueli Tupou, RME  
C-31 Masonry
257. Nolans Big Island Masonry Inc  
Keakuahanae K Nolan, RME  
C-31 Masonry

258. Northshore Exteriors Inc (Additional classification)  
Dennis Millikan Elbert, RME  
"B" General building  
C-42 Roofing
259. Northstar Broadcast Contractors Inc  
Jason E Kardokus, RME  
"B" General building
260. OCI Contracting Inc  
"B" General building
261. Oahu Plumbing and Repairs LLC  
Colton J Nascimento, RME  
C-37 Plumbing
262. Oceanic Home Solar LLC (Dual Status – Sunshine Solar LLC)  
Erik J Nelson, RME  
C-13 Electrical
263. Ohana Air Conditioning LLC  
Jeffrey R Esposito, RME  
C-52 Ventilating and air conditioning
264. Ohana Custom Homes Inc (Additional classification)  
Bruce M Parisi, RME  
"A" General engineering
265. Oli Home Solutions and Repair LLC  
Tai K Gibson, RME  
"B" General building
266. One Silver Serve LLC  
Alan F Reed, RME  
"B" General building
267. Onesta LLC  
Tyson G K Ferreira, RME  
"B" General building
268. Joseph E Orr (Individual)  
"B" General building
269. Oshkosh Aerotech LLC  
John P Thompson, RME  
"B" General building

270. Oxford Electronics Inc (Additional classification)  
Jay D Rossi, RME  
C-16a Conveyor systems  
C-48a Steel door (**approve 1/24**)  
C-48 Structural steel (**withdraw 10/20**)
271. P.A. Lewis Construction Inc  
Paul A Lewis, RME  
"B" General building
272. PC Construction LLC (Additional classification)  
Collin R Saxby, RME  
C-3 Asphalt paving and surfacing
273. Pacific Concrete Works Inc (Bond Waiver)  
Eric W Potter, RME  
"B" General building  
C-31 Masonry  
C-41 Reinforcing Steel
274. Pacific Decorative Concrete Inc. (Additional classification)  
Douglas C Back, RME  
C-21 Flooring
275. Pacific Industrial Coatings LLC  
Randall R Belmonte, RME  
C-42 Roofing
276. Pacific Mobile Welding and Fabrication  
LLC  
Riley T Mansell, RME  
C-56 Welding
277. Pacific Playscapes Inc (Additional classification)  
Zachary L Debruyne, RME  
C-3b Play court surfacing
278. Pacific Striping LLC (Additional classification)  
Kyle M Kamae  
C-31 Masonry
279. Painting Solutions Maui LLC  
Alberto Jonah K Dayoan, RME  
C-33 Painting and decorating
280. Palmsite LLC (Dual status – Consolidated  
Builders Inc)  
Everett G Flanders, RME  
"B" General building  
C-1 Acoustical and insulation

281. Matthew R K Pan, RME  
Sunrun Installation Services Inc  
C-13 Electrical
282. Paradise Home Inspections LLC (Dual status – Stanley  
Peter Y Lee, RME Access Technologies LLC)  
"B" General building  
C-13 Electrical
283. Kenneth K Y Park (Individual) (Reactivation)  
"B" General building
284. Parker and Associates LLC  
Stephen J Parker, RME  
"B" General building
285. Parmis Landscaping & Maintenance LLC (Additional classification)  
Ganesan P Paitchaymuthu, RME  
"B" General building  
C-17 Excavating, grading, and trenching  
C-19 Asbestos  
C-24 Building moving and wrecking  
C-31b Stone masonry  
C-43a Reconditioning and repairing  
pipeline (**withdraw 1/24**)
286. Peak Performance Energy LLC  
Michael D Cooper, RME  
C-13 Electrical
287. Peritia Stone LLC  
Jeffrey John Wirtz, RME  
C-51 Tile
288. Korey M Peters, RME  
Certified Construction Inc  
C-42 Roofing
289. Scott H Peterson (Individual)  
C-31a Cement concrete  
C-33 Painting and decorating
290. Elliott B Petri, RME  
Na Alii Consulting & Sales LLC  
"A" General engineering
291. Damon M Petrillo, RME  
Tutor Perini Corporation  
"A" General engineering

292. Vincent A Piazza III (Individual)  
C-51 Tile
293. Piezoelectric LLC  
Jeremiah W Johnson, RME  
C-13 Electrical
294. Place of Refuge LLC  
Travis V Leinonen, RME  
"B" General building
295. Place Services Incorporated  
Troy S Place, RME  
"B" General building
296. Roger A Plante, RME  
Sunnova Energy Corporation  
C-13 Electrical
297. Poerio Incorporated  
Joseph Michael Poerio, RME  
"B" General building
298. Ernest J M Pontes (Individual)  
C-51 Tile
299. John E Porter, RME  
Porter Construction Inc  
"B" General building
300. Kanani M K Powell, RME  
Sunrun Installation Services Inc  
C-13 Electrical
301. Premier Logistics & Transportations  
Andranik Mikayelyan, RME  
"B" General building  
C-37 Plumbing
302. Prime Trucking and Excavation LLC (Additional classification)  
Max K Behrens, RME  
C-17 Excavating, grading, and trenching
303. Primecore Enterprises LLC  
David C Willi, RME  
C-17 Excavating, grading, and trenching  
C-37a Sewer and drain line  
C-43 Sewer, sewage disposal, drain, and pipe  
laying



304. Pro Island Drain Cleaning & Service LLC  
Brandon R Ferreira, RME  
C-37 Plumbing
305. Proset LLC  
James P Hamilton, RME  
"B" General building
306. Prospiant Inc  
Ananda Bethea, RME  
C-22 Glazing and tinting
307. Providence By Design Construction and Development  
LLC  
Gary M Brennan, RME  
"B" General building  
C-37 Plumbing
308. Puget Sound Abatement Services LLC  
Joseph M Hislop, RME  
C-19 Asbestos
309. Puu Malu LLC  
Evan S Porges, RME  
C-13 Electrical
310. Brian Pyon, RME  
Mastec Network Solutions LLC  
C-13 Electrical
311. QUTM CORP  
Kenneth Corben, RME  
"B" General building  
C-13 Electrical  
C-37 Plumbing
312. Quality Construction LLC  
Joshua I Adkins, RME  
"B" General building
313. Quality Restoration Inc  
Earl E Shook Jr, RME  
C-1 Acoustical and insulation  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs  
C-19 Asbestos

314. R&C Enterprises LLC (Additional classification)  
Robert K Pilato, RME  
"B" General building
315. R & F Power Solutions LLC  
Andres F Restrepo, RME  
C-13 Electrical
316. R & R Equipment Rentals LLC  
Ryan K Paik, RME  
"A" General engineering  
"B" General building
317. RLT Systems LLC  
Robert L Turner, RME  
C-13 Electrical
318. RTJM Design LLC  
Ronnie Akai, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
319. RVG Construction Company  
Rendy V Gismundo, RME  
"B" General building
320. R Hirano Painting LLC (Additional classification)  
Roy P Hirano, RME  
C-42e Urethane foam
321. Rangeline Utility Services LLC  
Christopher W Campbell, RME  
C-17 Excavating, grading, and trenching
322. Kurt A Rapozo, Individual  
C-27 Landscaping
323. Nathan C Raycroft, RME  
Caddell Construction CO (DE) LLC  
"B" General building
324. Sunny J Reed, RME  
Directv LLC  
C-15b Telecommunications
325. Robert V Ross, RME  
Home Depot USA Inc  
C-53 Miscellaneous retail products

326. Ross & Sons Refrigeration & Construction Inc (Additional classification)  
Rick L Ross, RME  
"B" General building
327. Royal Electric LLC  
James Y Kaneshiro, RME  
C-13 Electrical
328. Shane K Rutledge, RME  
DirectTV LLC  
C-15b Telecommunications
329. S & K Plumbing Services LLC  
DBA S & K Plumbing  
Sandy Michael Watson  
C-37 Plumbing
330. SBGC Inc  
Shawn J Brown, RME  
"B" General building
331. SMFCC LLC  
Scott N Aoki, RME  
"B" General building
332. SRT Electrical Services LLC  
Troy M R Y Kageyama, RME  
C-13 Electrical
333. SST Construction LLC  
Jesse Lee Park, RME  
C-13 Electrical
334. Salt Builders LLC  
Bradley J Gaul, RME  
"B" General building
335. San Diego Electric Sign Inc  
Gregory D Ballard, RME  
C-14 Sign
336. Sand and Sawdust LLC  
Shannon Krakover, RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs

337. Jeffrey J Scalisi, RME  
Architectural Glass & Aluminum Co Inc  
C-22 Glazing and tinting
338. Isaiah I Schenk, RME  
Sunrun Installation Services Inc  
C-13 Electrical
339. Schmidt General Contracting Inc  
Matthew G Schmidt, RME  
"B" General building
340. Securadyne Systems Intermediate LLC  
James D Gracey, RME  
C-15a Fire and burglar alarm
341. David H Shahnazarian, RME (Dual status – Pacific  
American Marine Corporation Environmental Corporation)  
"A" General engineering
342. Luke A Shoup, RME  
MEV LLC  
C-19 Asbestos  
C-24 Building moving and wrecking
343. Signal USA LLC  
Irv H Lipschutz, RME  
"B" General building
344. Lemuel P Silva (Individual)  
C-33 Painting and decorating
345. Smith Electrical Services LLC  
Aaron E P Smith, RME  
C-13 Electrical
346. Jacob Klein Solomon, RME  
Associated Builders Inc  
"B" General building
347. Sound Solution Group LLC  
Steven T Williams, RME  
C-1 Acoustical and insulation  
C-15 Electronic systems
348. Spectra Company  
Reuben Lombardo, RME  
C-31b Stone masonry

349. Levi B Sperl, RME  
Steve's Plumbing, Heating, Cooling & Electrical  
LLC  
C-52 Ventilating and air conditioning
350. Radan Stankovic (Individual)  
C-68 Classified specialist
351. Steve Hoegger & Associates Inc (Additional classification)  
Steve H Hoegger, RME  
C-12 Drywall
352. Storage Building Company LLC  
Kenneth R Slezak, RME  
C-48 Structural steel
353. Stratos Development Inc  
Clayton N Johnson, RME  
"B" General building
354. Summit Innovations Development Corp  
Kevin S Webb, RME  
"B" General building
355. Sunny Days Workspace Inc (Additional classification)  
Michael A Smith, RME  
"B" General building
356. Superior Construction Services LLC  
Kevin K Mashino, RME  
"B" General building
357. TR\_Electric\_LLC\_  
Tracie R Bingo, RME  
C-13 Electrical
358. Marc Masao Taga, RME  
Quality General Inc  
"A" General engineering (**approve  
05/24**)  
"B" General building  
C-31 Masonry
359. Tai Sheng Electrician and Plumbing LLC (Dual status – SL  
Song Lin Zhang, RME Construction LLC)  
"B" General building  
C-13 Electrical  
C-33 Painting and decorating  
C-37 Plumbing

360. Rodney Y Takara, RME  
Commercial Plumbing Inc  
C-20 Fire protection
361. Kay L Tantog, RME  
NS Air Conditioning Inc  
C-52 Ventilating and air conditioning
362. Jesse Taylor, RME (Additional classification)  
Zel-Tec Inc  
C-31a Cement concrete
363. Technical Rfg Solutions Inc  
Vernol L Leandro, RME  
"B" General building
364. Daniel E Teffera, RME  
Pacific Islands Group LLC  
C-42 Roofing  
C-55 Waterproofing
365. Sok Huan Teng (Individual)  
"B" General building
366. The Peterson Company LLC  
John Cummins, RME  
"B" General building
367. Kevin Thompson, RME  
Bellingham Marine Industries Inc  
"A" General engineering
368. Titan Specialized Services Inc  
David M White, RME  
C-13 Electrical
369. Robert J Tomas, RME  
Moss & Associates LLC  
"A" General engineering  
"B" General building
370. Koli M Tonga (Individual)  
"B" General building
371. Top Rank Construction LLC  
Kanakalele J Silva, RME  
"B" General building

372. Top Shape Masonry LLC  
Ryan M Dillon, RME  
C-49 Swimming pool
373. Top Shelf Cabinet Solutions LLC  
Mark Short RME  
C-5 Cabinet, millwork, and carpentry  
remodeling and repairs
374. Raquel Ann L C Toyozaki (Individual)  
"B" General business
375. Nathan M Trahern, RME  
Eric F Anderson Inc  
"B" General building
376. Trilink Enterprises Inc  
Mark J Strachan, RME  
"B" General building
377. Unique Homes of Hawaii LLC  
Jason K C Frost, RME  
"B" General building
378. United Irrigation Inc  
Anthony J Cunzio, RME  
C-27 Landscaping
379. Unity Tile Design LLC  
Kerry M Rice, RME  
C-51 Tile
380. Urban Stack  
Thomas A Stoddard Jr, RME  
C-17 Excavating, grading, and  
trenching  
C-23 Gunite  
C-27 Landscaping  
C-31 Masonry  
C-37a Sewer and drain line  
C-43 Sewer, sewage disposal, drain,  
and pipe laying  
C-49 Swimming pool
381. Vaifoou Construction LLC  
Siaosi U Vaifoou, RME  
"B" General building (**withdraw 1/25**)  
C-31 Masonry

382. Esau Vakameilalo Jr, Individual  
C-31 Masonry
383. Versatile Fabrication Hawaii LLC  
Robert K Hamili, RME  
C-32 Ornamental, guardrail, and  
fencing
384. Volk Pacific Builders Inc (Additional classification)  
Brian Volk, RME  
C-22 Glazing and tinting
385. Volta Systems Group LLC  
Michael A Velazquez, RME  
C-15 Electronic systems
386. WB LLC  
Wyatt W K Butterbaugh, RME  
"B" General building
387. WY Construction Inc  
Wilson Yu, RME  
"B" General building
388. Richard K Wa'alani Jr, RME  
Waalani Enterprises LLC  
"A" General engineering
389. Wayne Perry Inc  
Milton D McGill, RME  
"B" General building
390. Weber Makai Construction LLC  
Michael C Weber, RME  
C-37 Plumbing
391. Wen Ping Weng (Individual)  
"B" General building
392. Whitewater West Industries Ltd  
Brian A Vikner, RME (**withdraw 9/24**)  
"B" General building (**withdraw 1/24**)  
C-25 Institutional and commercial  
equipment
393. Wild Stallion Excavation LLC  
Isileli T Kaho, RME  
C-17 Excavating, grading, and  
trenching



394. Casey J Wood, RME  
Electrical Contractors Hawaii Inc  
C-13 Electrical  
C-62 Pole and line
395. Woods Ohana LLC  
John R Woods, RME  
"A" General Engineering  
"B" General Building  
C-48 Structural steel
396. Cleve K Woosley Jr, RME  
CSI Electric Inc  
C-13 Electrical
397. XEC Inc  
James J Clifford, RME  
"B" General building
398. X-Quizit Marble & Tile LLC  
Xavier Alvarez, RME  
C-51 Tile
399. Yamane Construction Group LLC  
Reid K Yamane, RME  
"B" General building  
C-13 Electrical (**approve 11/23**)
400. Thomas M Yamasaki, RME  
Alert Holdings Group LLC  
C-20 Fire protection
401. Zhengyao Zeng (Individual)  
"B" General building



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# A BILL FOR AN ACT

RELATING TO CONTRACTORS.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that the State faces a  
2 critical shortage of affordable rental housing, creating  
3 challenges for residents seeking accessible and diverse housing  
4 options. The escalating demand for rental properties, coupled  
5 with limited housing supply, has led to increased housing costs  
6 and economic strain on families throughout the State.

7           The legislature further finds that Hawaii is one of only  
8 seven states in the country that temporarily prohibit the  
9 leasing of residential structures built by the owner-builder.  
10 Current regulations and barriers hinder homeowners in Hawaii  
11 from efficiently converting their single-family properties into  
12 multi-family dwellings, limiting their ability to actively  
13 participate in addressing the housing crisis.

14           Accordingly, the purpose of this Act is to remove the  
15 leasing restriction on owner-builders who obtain an owner-  
16 builder exemption to act as their own contractor and who build  
17 or improve residential or farm buildings or structures on



1 property they own or lease and do not offer the buildings or  
2 structures for sale.

3 SECTION 2. Section 444-2.5, Hawaii Revised Statutes, is  
4 amended to read as follows:

5 "~~§444-2.5~~ **Owner-builder exemption.** (a) This chapter  
6 shall not apply to owners or lessees of property who build or  
7 improve residential or farm buildings or structures on property  
8 [~~for their own use, or for use by their grandparents, parents,~~  
9 ~~siblings, or children,~~] they own or lease and who do not offer  
10 the buildings or structures for sale [~~or lease~~]; provided that:

11 (1) To qualify for an exemption under this section, the  
12 owner or lessee shall register for the exemption as  
13 provided in section 444-9.1;

14 (2) The exemption under this section shall not apply to  
15 electrical or plumbing work that must be performed  
16 only by persons or entities licensed in accordance  
17 with this chapter, unless the owner or lessee of the  
18 property is licensed for [~~such~~] work under chapter  
19 448E;

20 (3) An owner or lessee exempted under this section shall:



- 1 (A) Supervise the construction activity on the exempt  
2 buildings or structures;
- 3 (B) Hire subcontractors appropriately licensed under  
4 this chapter to perform any part of the  
5 construction activity for which a license is  
6 required;
- 7 (C) Ensure that any electrical or plumbing work is  
8 performed by persons and entities appropriately  
9 licensed under this chapter or chapter 448E;
- 10 (D) Deduct Federal Insurance Contributions Act and  
11 withholding taxes and provide workers'  
12 compensation insurance for persons working on the  
13 construction activity who are not licensed under  
14 this chapter or chapter 448E and who shall be  
15 considered employees of the owner or lessee; and
- 16 (E) Ensure that the construction activity complies  
17 with all applicable laws, ordinances, building  
18 codes, and zoning regulations;
- 19 (4) Until completion of the construction activity, an  
20 owner or lessee exempted under this section shall make



1 available the following records for immediate  
2 inspection upon request by the department:

3 (A) A copy of the building permit application;

4 (B) A copy of the issued building permit;

5 (C) Copies of all contracts with the names of all  
6 persons who performed or are performing work on  
7 the exempt buildings and structures; and

8 (D) Proof of payment to all persons contracted to  
9 work on the exempt buildings and structures; and

10 (5) Upon completion of the construction activity, an owner  
11 or lessee exempted under this section shall keep and  
12 maintain the records identified in paragraph (4) for a  
13 period of three years from completion of the  
14 construction activity and shall make the records  
15 available for inspection within seven business days  
16 upon request by the department.

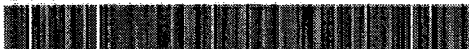
17 (b) Proof of the sale [~~or lease,~~] or offering for sale [~~or~~  
18 ~~lease,~~] of the structure within one year after completion shall  
19 be prima facie evidence that the construction or improvement of  
20 the structure was undertaken for the purpose of sale [~~or lease~~];  
21 provided that this subsection shall not apply to:



- 1           (1) Residential properties sold [~~or leased~~] to employees  
2                   of the owner or lessee;
- 3           (2) Construction or improvements performed pursuant to an  
4                   approved building permit where the estimated valuation  
5                   of work to be performed, as reflected in the building  
6                   permit, is less than \$10,000; or
- 7           (3) Any sale [~~or lease~~] caused by an eligible unforeseen  
8                   hardship as determined by the board pursuant to  
9                   subsection (c).

10           (c) The board shall determine the eligibility of an  
11 unforeseen hardship claimed by an owner under subsection (b);  
12 provided that an alleged unforeseen hardship shall not be deemed  
13 eligible if the board determines that the construction or  
14 improvement of the structure was undertaken for the purpose of  
15 sale [~~or lease~~]. An exemption for an unforeseen hardship shall  
16 not be denied solely because of lack of completion, as the term  
17 is defined in subsection [~~(e)~~] (h). An owner seeking a  
18 determination of eligibility of an unforeseen hardship shall:

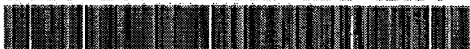
- 19           (1) Be in compliance with the requirements set forth in  
20                   the disclosure statement required to be provided under  
21                   section 444-9.1; and



- 1           (2) Submit a written application to the board at any time  
2           prior to selling[, ~~leasing,~~] or offering to sell [or  
3           lease] the property describing the nature of the  
4           applicant's unforeseen hardship. The application  
5           shall include supporting documentation detailing the  
6           hardship, such as:
- 7           (A) Evidence of receipt of unemployment compensation;
  - 8           (B) Tax returns;
  - 9           (C) Medical records;
  - 10          (D) Bank statements;
  - 11          (E) Divorce decrees ordering sale of property;
  - 12          (F) Mortgage default letters; or
  - 13          (G) Bankruptcy filings.

14 The board shall communicate its determination to the owner in  
15 writing within ninety days of receiving a completed application  
16 under this subsection.

17           (d) Any owner or lessee of property found to have violated  
18 this section shall not be permitted to engage in any activities  
19 pursuant to this section or to register under section 444-9.1  
20 for a period of three years. There is a rebuttable presumption  
21 that an owner or lessee has violated this section when the owner





1 or lessee obtains an exemption from the licensing requirements  
2 of section 444-9 more than once in two years.

3 ~~[(e) For the purposes of this section, "completion" means~~  
4 ~~the date of final inspection approval by the county.]~~

5 (e) An owner or lessee exempted under this section shall  
6 provide, at the time of offering a residential structure for  
7 lease or sublease, a written notice stating that the residential  
8 structure was built or improved by an individual who is not a  
9 licensed contractor. The written notice shall be signed and  
10 dated by the owner or lessee.

11 (f) An owner or lessee exempted under this section shall  
12 not be eligible to recover from the contractors recovery fund.

13 (g) This section shall not apply to agricultural  
14 buildings, structures, or appurtenances thereto that do not  
15 require a building permit or are exempt from the building code.

16 (h) For purposes of this section, "completion" means the  
17 date of final inspection approval by the county."

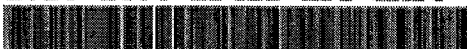
18 SECTION 3. Section 444-9.1, Hawaii Revised Statutes, is  
19 amended by amending subsection (c) to read as follows:



1       "(c) The county shall provide applicants for the exemption  
2 under section 444-2.5 with a disclosure statement in  
3 substantially the following form:

4                               "Disclosure Statement

5       State law requires construction to be done by licensed  
6 contractors. You have applied for a permit under an  
7 exemption to that law. The exemption provided in section  
8 444-2.5, Hawaii Revised Statutes, allows you, as the owner  
9 or lessee of your property, to act as your own general  
10 contractor even though you do not have a license. You must  
11 supervise the construction yourself. You must also hire  
12 licensed subcontractors. [~~The building must be for your~~  
13 ~~own use and occupancy.~~] It may not be built for sale [~~or~~  
14 ~~lease~~]. If you sell [~~or lease~~] a building you have built  
15 yourself within one year after the construction is  
16 complete, the law will presume that you built it for sale  
17 [~~or lease~~], which is a violation of the exemption, and you  
18 may be prosecuted for this. It is your responsibility to  
19 make sure that subcontractors hired by you have licenses  
20 required by state law and by county licensing ordinances.  
21 Electrical or plumbing work must be performed by



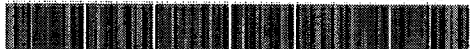
1 contractors licensed under chapters 448E and 444, Hawaii  
2 Revised Statutes. Any person working on your building who  
3 is not licensed must be your employee, which means that you  
4 must deduct F.I.C.A. and withholding taxes and provide  
5 workers' compensation for that employee, all as prescribed  
6 by law. Your construction must comply with all applicable  
7 laws, ordinances, building codes, and zoning regulations.  
8 If you violate section 444-2.5, Hawaii Revised Statutes, or  
9 fail to comply with the requirements set forth in this  
10 disclosure statement, you may be fined \$5,000 or forty per  
11 cent of the appraised value of the building as determined  
12 by the county tax appraiser, whichever is greater, for the  
13 first offense; and \$10,000 or fifty per cent of the  
14 appraised value of the building as determined by the county  
15 tax appraiser, whichever is greater, for any subsequent  
16 offense."

17 The county shall not issue a building permit to the owner-  
18 applicant until the applicant signs a statement that the  
19 applicant has read and understands the disclosure form."

20 SECTION 4. Statutory material to be repealed is bracketed  
21 and stricken. New statutory material is underscored.



1 SECTION 5. This Act shall take effect on July 1, 3000.



**Report Title:**

Contractors; Owner-builder Exemption; Leasing Restriction;  
Disclaimer; Repeal

**Description:**

Repeals the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale. Requires an owner or lessee to provide signed written notice that the structure for lease or sublease was built or improved by an individual who is not a licensed contractor. Effective 7/1/3000. (HD1)

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*





**Testimony of the Contractors License Board**

**Before the  
House Committee on Housing  
Wednesday, February 12, 2025  
9:00 a.m.**

**Conference Room 430 and Videoconference**

**On the following measure:  
H.B. 421, RELATING TO CONTRACTORS**

Chair Evslin and Members of the Committee:

My name is Candace Ito, and I am the Executive Officer of the Contractors License Board (Board). The Board opposes this bill.

The purposes of this bill are to: (1) repeal the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale; and (2) require an owner or lessee to provide signed written notice that the structure for lease or sublease was built or improved by an individual who is not a licensed contractor.

The Board opposes this measure as the purpose of the one-year lease restriction and the requirement that the structures be built for the owner builder's own use, or for use by their grandparents, parents, siblings, or children, is to prevent the use of the owner-builder exemption to circumvent contractor licensing requirements. Lifting this limitation conflicts with the Board's objective to protect the health, safety and welfare of persons contracting with the construction industry, and afford the public effective and practical protection against the incompetent, inexperienced, unlawful, and unfair practices of unlicensed contractors.

The owner builder exemption permits an owner or lessee to act as their own general contractor. They are responsible for supervising the construction, ensuring that subcontractors are properly licensed, and ensuring work safety standard are met. The owner-builder is also responsible for ensuring the project passes building codes and building inspections, and that the project complies with employment and tax laws for any persons working on the project who are not licensed. The average homeowner would not have adequate construction knowledge to carry out the responsibilities of a





general contractor. A licensed general building contractor is required to have at least four years of supervisory experience constructing buildings from foundation to roof and possess knowledge of the laws that they are required to follow such as Occupational Health and Safety requirements, building codes, and tax and labor laws.

Unlicensed contractors take advantage of owners by convincing them that the owner-builder exemption allows owners to build using unlicensed contractors.

Unlicensed contractors may not have the knowledge, training, and skills which could lead to construction defects. Owner-builders are at a disadvantage because unlicensed contractors do not warranty their workmanship, and substandard workmanship could jeopardize the safety of the occupants.

The owner-builder exemption law has been amended several times since 1974 to narrow the exemption in order to control and abate the unlawful activities of unlicensed contractors. This bill removes a crucial requirement which currently curtails unlicensed contracting. It lessens the restrictions on the owner builder exemption and allows anyone who owns or leases property to be exempt from the contractor licensing requirements. Removing the requirement that the structure be built for use by the owner-builder or their family permits anyone who owns land, including real estate investors, to build without a licensed general contractor. This was never the intent of the owner-builder exemption.

This bill undermines the contractor licensing law and contradicts the intent of the owner builder exemption by removing controls and safeguards that were enacted to protect the public from the dangers of unlicensed contracting activity. The Board respectfully requests that this bill be held.

Thank you for the opportunity to testify on this bill.





STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII  
OFFICE OF THE DIRECTOR  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIR  
KA 'OIHANA PILI KĀLEPA

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GOVERNOR | KA KUA'ĀINA

SYLVIA LIKE  
LIEUTENANT GOVERNOR | KA HOPE KUA'ĀINA

**Testimony of the Department of Commerce and Consumer Affairs**

**Before the  
House Committee on Housing  
Wednesday, February 12, 2025  
9:00 a.m.  
Conference Room 430**

**On the following measure:  
H.B. 421, RELATING TO CONTRACTORS**

Chair Evslin and Members of the Committee:

My name is Esther Brown, and I am the Complaints and Enforcement Officer of the Department of Commerce and Consumer Affairs (DCCA) Regulated Industries Complaints Office (RICO). RICO offers comments on the bill.

By way of background, RICO partners with the DCCA's professional and vocational licensing boards, commissions, and programs (Boards) to regulate specific industries for the health, safety, and welfare of the public, and with due consideration of the State's legitimate, law-abiding professional and vocational licensees. RICO's domain is limited to two independent enforcement responsibilities: performing investigative and prosecutorial functions for the Boards. The Boards set standards for, and have final decision-making authority over, their respective licensees. In the case of this bill, therefore, RICO defers to and supports the Contractors License Board's position because it is the expert, governing body for matters affecting legitimate contracting in our State.



RICO appreciates the intent of the bill and applauds the Legislature's efforts towards creative and immediate solutions for housing kama'āina. The bill amends section 444-2.5, Hawaii Revised Statutes, which is commonly known as the "owner-builder exemption." Currently the exemption allows individual (human) homeowners to engage in general contracting without meeting the rigorous experience, financial, and competency standards that are required of contractors that are vetted and licensed by the Contractors License Board, provided the human owner or their immediate 'ohana occupies the property for a designated period of time.

At page 2, lines 8 - 9, and at page 8, lines 12 - 13, the bill proposes a *repeal* of the foundational requirement that the unlicensed owner-builder general contractor inhabit, and not sell, their structure for at least a year after completion. If adopted, therefore, the proposed amendments will:

(a) Remove a guardrail that has been in place for decades that helped prevent the rapid flipping of potentially poorly-constructed homes;

(b) Place the coinciding risk of defective or substandard construction on the innocent purchaser rather than the unlicensed owner-general contractor who built and supervised the project; and

(c) Cause legitimate and licensed contractors who specialize in remodeling and building homes to lose work to unlicensed contractors.

Finally, the proposed amendments could:

(a) Cause legitimate contractors to consider giving up their license to invest in becoming unlicensed homeowner-developers;

(b) Tempt entities to buy, fix, and flip homes at prices that could be unaffordable for struggling local families; and

(c) In worst-case scenarios involving the immediate flip of a home, lead to litigation against the unlicensed owner-builder contractor, the subcontractors who worked the project, and possibly the realtors for having sold a home constructed by an unvetted and unlicensed general contractor.

Thank you for the opportunity to testify on this bill.



February 11, 2025

TESTIMONY IN OPPOSITION TO H.B. 421,  
RELATING TO CONTRACTING

Senate Committee on Housing  
The Honorable Luke Evslin, Chair  
The Honorable Tyson Miyake, Vice Chair

February 12, 2025 @ 9:00 AM  
Conference Room 430  
State Capitol 415 South Beretania Street

Chair Evslin, Vice Chair Miyake, and members of the Committee:

The Contractors Association of Kaua'i is a hundred member 68-year-old trade association based on Kaua'i. Our members are made up of 60% licensed general and specialty contractors. The Contractors Association of Kaua'i (CAK) is submitting this testimony in OPPOSITION of H.B. 421, Relating to Contracting.

When the original legislation allowing for owner-builders was enacted, the intent was to allow for the construction by a property owner of a home for personal occupancy. It was never intended to be "flipped" within a year; leased, or rented out in full or by rooms within the house or farm dwelling.

If this bill is enacted, the legislature could well reduce the amount of work a small licensed residential contractor will be able to do. These contractors had to document and show proof of thousands of hours of actual experience in the trades for which he or she is seeking to be licensed in. These contractors would have had to take and pass a battery of tests, invest in insurances, be bonded (in many cases) and have tax clearances. We humbly ask that the legislature respect the holders of contractors licenses who employ your family, friends, neighbors and constituents and who are a big part of Hawai'i's economic engine. While the current owner-builder law is not perfect, for now there appears to be balance.

Lastly, we would like to suggest that the legislature address the state's regulatory requirements that make the development and construction of housing so difficult and costly.

Thank you for allowing the Contractors Association of Kaua'i to weigh in on this issue.

Copy: The Honorable Speaker, Nadine Nakamura








**HAWAII  
REALTORS®**

 808-733-7060

 1259 A'ala Street, Suite 300  
Honolulu, HI 96817

 808-737-4977

February 12, 2025

**The Honorable Luke A. Evslin, Chair**

House Committee on Housing

State Capitol, Conference Room 430 & Videoconference

**RE: House Bill 421, Relating to Contractors**

**HEARING: Wednesday, February 12, 2025, at 9:00 a.m.**

Aloha Chair Evslin, Vice Chair Miyake, and Members of the Committee:

My name is Lyndsey Garcia, Director of Advocacy, testifying on behalf of the Hawaii Association of REALTORS® ("HAR"), the voice of real estate in Hawaii and its over 10,000 members. HAR **supports** House Bill 421 which repeals the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale. Requires an owner or lessee to provide signed written notice that the structure for lease or sublease was built or improved by an individual who is not a licensed contractor.

An owner-builder is a property owner who has an owner-builder permit from the county to build or improve residential structures on a property for personal use or by their immediate family. As an owner-builder, one acts as their own general contractor, ensuring that all applicable laws, building codes, and zoning regulations are followed amongst other requirements. Additionally, a property owner may not apply for another owner-builder permit for three years.

Under current law, an owner-builder cannot sell or lease, or even offer to sell or lease the structure for one year after completion. The current restriction on leasing means that owner-builders that could offer units on Hawaii's rental market are unable to do so in that period. We support eliminating the one-year lease restriction for owner-builders to assist with increasing the supply of homes for Hawaii's rental market.

Mahalo for the opportunity to testify in support of this measure.



Feb. 12, 2025, 9 a.m.  
Hawaii State Capitol  
Conference Room 430 and Videoconference

**To: House Committee on Housing**  
**Rep. Luke Evslin, Chair**  
**Rep. Tyson Miyake, Vice-Chair**

**From: Grassroot Institute of Hawaii**  
**Ted Kefalas, Director of Strategic Campaigns**

**RE: HB4 — RELATING TO CONTRACTORS**

Aloha Chair Evslin, Vice-Chair Miyake and other members of the Committee,

The Grassroot Institute of Hawaii supports HB421, which would allow owner-builders to lease any homes they build within one year of their construction.

Owner-builders currently can build a home for themselves or their families on their own lands, but they cannot either sell or lease the house within a year of its construction.

The state of California allows owner-builders to lease their homes under their owner-builder exemption,<sup>1</sup> so there is already some precedent for this type of change.

Removing this bit of red tape would help Hawaii homeowners seeking to build an extra unit on their land, and would complement many of the strategies being now used to ease the state's housing shortage.

Thank you for the opportunity to testify.

Ted Kefalas  
Director of Strategic Campaigns  
Grassroot Institute of Hawaii

<sup>1</sup> Cal. Bus. & Prof. Code § 7044. Building or improvement by owner, accessed March 25, 2024.



STAND. COM. REP. NO.

582

Honolulu, Hawaii

FEB 13 , 2025

RE: H.B. No. 421  
H.D. 1

Honorable Nadine K. Nakamura  
Speaker, House of Representatives  
Thirty-Third State Legislature  
Regular Session of 2025  
State of Hawaii

Madame:

Your Committee on Housing, to which was referred H.B. No. 421  
entitled:

"A BILL FOR AN ACT RELATING TO CONTRACTORS,"

begs leave to report as follows:

The purpose of this measure is to:

- (1) Repeal the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale; and
- (2) Require an owner or a lessee to provide signed written notice that the residential structure for lease or sublease was built or improved by an individual who is not a licensed contractor.

Your Committee received testimony in support of this measure from the Hawai'i Association of REALTORS and Grassroot Institute of Hawaii. Your Committee received testimony in opposition to this measure from the Contractors License Board and Contractors Association of Kaua'i. Your Committee received comments on this measure from the Regulated Industries Complaints Office.

2025-1804 HB421 HD1 HSCR HMSO



Your Committee finds that under existing law, an owner-builder who has an owner-builder permit to act as their own general contractor cannot sell or lease, or offer to sell or lease, a structure that was built under an owner-builder exemption until one year after completion. Your Committee further finds that Hawaii is one of only seven states in the country that imposes this type of restriction. The existing restriction on leasing means that property owners who could offer units in Hawaii's rental market are unable to do so during this one-year period. This measure will complement many of the strategies now being used to ease the State's housing shortage by eliminating this lease restriction.

Your Committee has amended this measure by:

- (1) Changing the effective date to July 1, 3000, to encourage further discussion; and
- (2) Making a technical, nonsubstantive amendment for the purposes of clarity, consistency, and style.

As affirmed by the record of votes of the members of your Committee on Housing that is attached to this report, your Committee is in accord with the intent and purpose of H.B. No. 421, as amended herein, and recommends that it pass Second Reading in the form attached hereto as H.B. No. 421, H.D. 1, and be referred to your Committee on Consumer Protection & Commerce.

Respectfully submitted on  
behalf of the members of the  
Committee on Housing,



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LUKE A. EVSLIN, Chair



State of Hawaii  
House of Representatives  
The Thirty-third Legislature

**HSCR 582**

**Record of Votes of the Committee on Housing**

Bill/Resolution No.: <b>HB421</b>	Committee Referral: <b>HSG, CPC</b>	Date: <b>2/12/25</b>		
<input type="checkbox"/> The committee is reconsidering its previous decision on the measure.				
The recommendation is to: <input type="checkbox"/> Pass, unamended (as is) <input checked="" type="checkbox"/> Pass, with amendments (HD) <input type="checkbox"/> Hold <input type="checkbox"/> Pass short form bill with HD to recommit for future public hearing (recommit)				
HSG Members	Ayes	Ayes (WR)	Nays	Excused
1. EVSLIN, Luke A. (C)	✓			
2. MIYAKE, Tyson K. (VC)	✓			
3. COCHRAN, Elle				✓
4. GRANDINETTI, Tina Nakada	✓			
5. KILA, Darius K.	✓			
6. KITAGAWA, Lisa	✓			
7. LA CHICA, Trish	✓			
8. MURAOKA, Christopher L.	✓			
9. PIERICK, Elijah	✓			
<b>TOTAL (9)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>1</b>
The recommendation is: <input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Not Adopted If joint referral, _____ did not support recommendation. <small>committee acronym(s)</small>				
Vice Chair's or designee's signature: _____ 				
<b>Distribution:</b> Original (White) – Committee    Duplicate (Yellow) – Chief Clerk's Office    Duplicate (Pink) – HMSO				





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# A BILL FOR AN ACT

RELATING TO CONTRACTORS.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that Act 283 (2019)  
2 raised the exemption threshold under HRS 444-2 from \$1,000 to  
3 \$1,500, while also exempting all costs associated other than  
4 labor and materials. In passing Act 283, the legislature noted  
5 the increased cost of materials, limited access to contractors  
6 and skilled professionals, and the risk of untrained homeowners  
7 performing their own improvements. These concerns remain today,  
8 and a mere \$500 increase has done little to address the issues.

9           Home renovation prices continue increasing due to the  
10 rising cost of materials and labor. According to the Department  
11 of Business, Economic Development, and Tourism the cost of  
12 construction for a single-family residence increased 3.9 per  
13 cent between 2023 and 2024. Further, the U.S. Congressional  
14 Joint Economic Committee reported that Hawaii has seen  
15 cumulative inflation of nearly twenty per cent since 2021.

16           American Savings Bank references a report from the U.S.  
17 Bureau of Labor Statistics which revealed that "[l]ess than half



1 of construction businesses survived a decade" since 2013. This  
2 industry trend is reflected in Hawaii where a shortage of  
3 licensed contractors has led to an increased price of labor.  
4 In this desaturated market, many licensed contractors prefer to  
5 accept jobs exceeding \$10,000. Ultimately, this shortage makes  
6 it difficult for homeowners to make timely small-scale repairs.

7 Many other states have much higher exemption thresholds to  
8 licensure requirements than Hawaii. Alabama and Delaware have  
9 thresholds set at \$50,000, while North Dakota and North Carolina  
10 are set at \$40,000 and \$30,000, respectively. Only seven states  
11 have lower thresholds than Hawaii. Further, Hawaii still  
12 prevents certain specialized jobs from being eligible for this  
13 exemption such as electrical or plumbing work and any project  
14 requiring a building permit.

15 With the ongoing housing crisis, rising cost of living, and  
16 the need to update deferred maintenance in many condo units,  
17 Hawaii cannot afford to have one of the lowest exemption  
18 thresholds in the nation. It took twenty-seven years for Hawaii  
19 to increase the threshold in Act 283, but the issues facing our  
20 state are too pressing to be dealt with an equal lack of urgency  
21 today.



1           Accordingly, the purpose of this Act is to amend the  
2 handyman exemption threshold from \$1,500 to \$2,500.

3           SECTION 2. Section 444-2, Hawaii Revised Statutes, is  
4 amended by amending subsection (4) to read as follows:

5           "**§444-2 Exemptions.** This chapter shall not apply to:

6           (1) Officers and employees of the United States, the  
7 State, or any county while in the performance of their  
8 governmental duties;

9           (2) Any person acting as a receiver, trustee in  
10 bankruptcy, personal representative, or any other  
11 person acting under any order or authorization of any  
12 court;

13           (3) A person who sells or installs any finished products,  
14 materials, or articles of merchandise that are not  
15 actually fabricated into and do not become a permanent  
16 fixed part of the structure, or to the construction,  
17 alteration, improvement, or repair of personal  
18 property;

19           (4) Any project or operation for which the aggregate  
20 contract price for labor and materials is not more  
21 than [~~\$1,500~~] \$2,500. This exemption shall not apply



1 in any case where a building permit is required  
2 regardless of the aggregate contract price, nor where  
3 the undertaking is only a part of a larger or major  
4 project or operation, whether undertaken by the same  
5 or a different contractor or in which a division of  
6 the project or operation is made in contracts of  
7 amounts not more than [~~\$1,500~~] \$2,500 for the purpose  
8 of evading this chapter or otherwise;

9 (5) A registered architect or professional engineer acting  
10 solely in the person's professional capacity;

11 (6) Any person who engages in the activities regulated in  
12 this chapter as an employee with wages as the person's  
13 sole compensation;

14 (7) Owner-builders exempted under section 444-2.5;

15 (8) Any joint venture if all members thereof hold licenses  
16 issued under this chapter;

17 (9) Any project or operation where it is determined by the  
18 board that less than ten persons are qualified to  
19 perform the work in question and that the work does  
20 not pose a potential danger to public health, safety,  
21 and welfare; or



# H.B. NO. 846

1           (10) Any public works project that requires additional  
2                           qualifications beyond those established by the  
3                           licensing law and which is deemed necessary and in the  
4                           public interest by the contracting agency."

5           SECTION 3. Statutory material to be repealed is bracketed  
6 and stricken. New statutory material is underscored.

7           SECTION 4. This Act shall take effect upon its approval.

8

INTRODUCED BY:



JAN 21 2025



# H.B. NO. 846

**Report Title:**

Contractors; Handyman Exemption; Threshold

**Description:**

Raises the threshold exemption under the contractor licensing law's handyman exemption from \$1,500 to \$2,500.

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*

HB HMIA 2025-42-01



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# A BILL FOR AN ACT

RELATING TO CONTRACTORS.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that in recent years,  
2 there has been a significant increase in fraudulent activities  
3 by unlicensed contractors, commonly known as "storm chasers,"  
4 who exploit the vulnerabilities of homeowners in the aftermath  
5 of natural disasters. These individuals often engage in  
6 deceptive practices, such as performing substandard repairs or  
7 absconding with advance payments, leaving property owners in  
8 precarious situations. In 2021, the Federal Trade Commission  
9 received nearly seventy thousand cases of home repair,  
10 improvement, and product fraud, underscoring the pervasive  
11 nature of this issue.

12           The legislature further finds that the financial impact of  
13 these types of fraudulent activities is substantial. The  
14 National Insurance Crime Bureau estimates that post-disaster  
15 fraud results in billions of dollars in losses annually, with  
16 approximately ten per cent of catastrophe-related insurance  
17 payouts being diverted to unscrupulous contractors.



1 Post-disaster fraud not only burdens individual homeowners but  
2 also contributes to increased insurance premiums and strains on  
3 public resources.

4 The legislature also finds that in recognition of the  
5 severity of post-disaster fraud, several states have enacted  
6 stringent measures to deter and penalize contractor fraud during  
7 disaster recovery efforts. For instance, Wisconsin implemented  
8 legislation granting homeowners the right to cancel contracts  
9 with contractors within a specified period if their insurance  
10 claims are denied, thereby providing a safeguard against hasty  
11 agreements with fraudulent operators. Similarly, Tennessee has  
12 introduced laws requiring contractors to furnish detailed  
13 information to residents affected by storms, enhancing  
14 transparency and accountability in repair services. Despite  
15 these efforts, the persistence of contractor fraud necessitates  
16 a unified and robust response. Higher penalties for unlicensed  
17 contracting activities during declared states of emergency serve  
18 as a strong deterrent against these exploitative practices.

19 With Lahaina in the throes of rebuilding and with costs  
20 spiraling out of control, the legislature finds there is still a  
21 pressing need to enact further protections. By adopting





1 enhanced punitive measures, the State can better protect its  
2 residents from predatory contractors, ensure the integrity of  
3 disaster recovery processes, and promote public trust in the  
4 aftermath of natural disasters.

5 Accordingly, the purpose of this Act is to establish as a  
6 class B felony the unlicensed performance of contractor work,  
7 during or within five years following a national emergency,  
8 state of emergency, or disaster proclamation, in an affected  
9 political subdivision.

10 SECTION 2. Section 444-10.6, Hawaii Revised Statutes, is  
11 amended by amending subsection (e) to read as follows:

12 "(e) Any person who violates section 444-9[~~in connection~~  
13 ~~with the offer or performance of repairs to a residential or~~  
14 ~~nonresidential structure for damage caused by a natural disaster~~  
15 ~~in]~~;

16 (1) During or within five years following a national  
17 emergency proclaimed by the President or the Congress  
18 of the United States or a state of emergency  
19 proclaimed by the governor; and

20 (2) Within a political subdivision for which [a state of]  
21 the emergency or disaster is proclaimed [by the



1           ~~governor, may be punished by a fine of up to \$10,000,~~  
2           ~~imprisonment up to one year, or both],~~  
3   shall be guilty of a class B felony, in addition to all other  
4 remedies or penalties."

5           SECTION 3. This Act does not affect rights and duties that  
6 matured, penalties that were incurred, and proceedings that were  
7 begun before its effective date.

8           SECTION 4. Statutory material to be repealed is bracketed  
9 and stricken. New statutory material is underscored.

10          SECTION 5. This Act shall take effect on July 1, 2050.



**Report Title:**

National Emergencies; States of Emergency; Disasters;  
Contractors; Unlicensed Performance of Work; Penalties

**Description:**

Establishes as a class B felony the unlicensed performance of contractor work, during or within 5 years following a national emergency, state of emergency, or disaster proclamation, in an affected political subdivision. Effective 7/1/2050. (SD1)

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*





JAN 15 2025

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# A BILL FOR AN ACT

RELATING TO RENEWABLE ENERGY.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that Act 97, Session Laws  
2 of Hawaii 2015, requires electric utilities in the State to  
3 achieve a one hundred per cent renewable portfolio standard by  
4 December 31, 2045, to transition the State away from imported  
5 fossil fuels and toward locally available renewable energy  
6 sources.

7           The legislature further finds that to encourage the timely  
8 build-out of a diverse, resilient, and reliable portfolio of  
9 low-cost renewable energy generation and storage assets, Hawaii  
10 must lower the administrative barriers that constrain deployment  
11 of residential and commercial-scale distributed energy  
12 resources.

13           The legislature further finds that existing permitting  
14 processes can add substantial time and cost to the adoption of  
15 residential solar and energy storage projects and that online  
16 permitting tools such as the United States Department of  
17 Energy's SolarAPP+ have been successfully implemented by



1 hundreds of government entities that issue building permits  
2 throughout the nation. The Legislature finds that Hawaii's  
3 permit-issuing government entities should similarly take  
4 advantage of these tools to help meet the State's clean energy,  
5 reliability, and resilience needs.

6 The purpose of this Act is to reduce administrative  
7 barriers to the deployment of energy generation and storage  
8 technology systems by: (1) Requiring government entities in the  
9 State that issue building permits to implement SolarAPP+, or a  
10 functionally equivalent online automated permitting platform,  
11 that processes and issues permits to licensed contractors for  
12 solar distributed energy resource systems in real time by  
13 January 1, 2026; and

14 (2) Requiring government entities in the State that issue  
15 building permits in areas served by an investor-owned electric  
16 utility to adopt a self-certification process for solar  
17 distributed energy resource systems that are not SolarAPP+  
18 compatible.

19 SECTION 2. Chapter 196, Hawaii Revised Statutes, is  
20 amended by adding two new sections to be appropriately  
21 designated and to read as follows:



1       "§196-A Building permits; issuing entities; adoption of  
2 online automated permitting platform; solar distributed energy  
3 resource systems. (a) Any government entity in the State that  
4 issues building permits shall:

5       (1) By January 1, 2026, implement SolarAPP+ or a  
6 functionally equivalent online automated permitting  
7 platform that processes and issues permits to licensed  
8 contractors for solar distributed energy resource  
9 systems in real time; provided that the government  
10 entity shall adopt a self-certification process  
11 pursuant to section 196-B for solar distributed energy  
12 resource systems that are not compatible with  
13 SolarAPP+, or a functional online equivalent, at the  
14 time the permit application is submitted to the  
15 government entity;

16       (2) Notify the Hawaii state energy office when it achieves  
17 compliance with the requirements of paragraph (1); and

18       (3) Submit annual notifications of its compliance with the  
19 requirements of paragraph (1) to the Hawaii state  
20 energy office.



1        (b) In issuing building permits in compliance with  
2 subsection (a), the applicable government entity in the State  
3 may promote the use of labor standards, including but not  
4 limited to living wages, benefits, and requirements for  
5 participation in state-approved apprenticeship programs.

6        (c) As used in this section:

7        "SolarAPP+" means the web-based portal and associated  
8 software tools developed by the National Renewable Energy  
9 Laboratory, as updated from time to time.

10       "Solar distributed energy resource system" means an  
11 assembly of solar energy-generating or energy-storing materials,  
12 or any combined assembly of solar energy-generating and energy-  
13 storing materials, and the related infrastructure necessary for  
14 its operation.

15       **§196-B Adoption of self-certification for solar**  
16 **distributed energy resource systems; permit; approval; notice.**

17       (a) Any government entity in the State that issues building  
18 permits in any area of the State served by an investor-owned  
19 electric utility shall establish a self-certification process  
20 for residential and commercial on-site solar distributed energy  
21 resource systems that deems permit applications approved and





1 allows applicants to proceed to build immediately; provided that  
2 the government entity receives written notice from:

3 (1) The project owner, or an agent of the project owner,  
4 that the owner or agent requests issuance of the  
5 permit and is prepared to pay any required fees; and

6 (2) The duly licensed architect, duly licensed engineer,  
7 duly licensed electrician, or duly licensed plumber,  
8 as applicable, who intends to install the solar  
9 distributed energy resource system that the  
10 installation of the system complies with all  
11 applicable codes and laws.

12 (b) A permit application or self-certification for a solar  
13 distributed energy resource system shall not require submission  
14 of an approved materials and methods number; provided that the  
15 following are submitted with the license holder's written  
16 notification pursuant to subsection (a):

- 17 (1) A manufacturer specification sheet;  
18 (2) An installation and operations manual; and  
19 (3) A UL or other national testing laboratory  
20 certification.



1        (c) If the requirements of subsection (a) are satisfied,  
2 the applicable government entity in the State that issues  
3 building permits shall issue the building permit number and  
4 close the permit within thirty days of submittal.

5        (d) As used in this section, "solar distributed energy  
6 resource system" has the same meaning as defined in section  
7 196-A."

8        SECTION 3. In codifying the new sections added by  
9 section 2 of this Act, the revisor of statutes shall substitute  
10 appropriate section numbers for the letters used in designating  
11 the new sections in this Act.

12        SECTION 4. New statutory material is underscored.

13        SECTION 5. This Act shall take effect upon its approval.

14  
INTRODUCED BY:

  
\_\_\_\_\_



# S.B. NO. 232

**Report Title:**

Solar Distributed Energy Resource Systems; Building Permits;  
Online Automated Permitting Platform; Self-Certification Process

**Description:**

Requires government entities in the State that issue building permits to implement SolarAPP+ or a functionally equivalent online automated permitting platform that verifies code compliance and issues permits to licensed contractors for solar distributed energy resource systems in real-time by 1/1/2026. Requires government entities in the State that issue building permits in areas served by an investor-owned electric utility to adopt a self-certification process for solar distributed energy resource systems that are not SolarAPP+ compatible.

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*





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# A BILL FOR AN ACT

RELATING TO RENEWABLE ENERGY.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that Act 97, Session Laws  
2 of Hawaii 2015, requires electric utilities in the State to  
3 achieve a one hundred per cent renewable portfolio standard by  
4 December 31, 2045, to transition the State away from imported  
5 fossil fuels and toward locally available renewable energy  
6 sources.

7           The legislature further finds that to encourage the timely  
8 build-out of a diverse, resilient, and reliable portfolio of  
9 low-cost renewable energy generation and storage assets, Hawaii  
10 must lower the administrative barriers that constrain deployment  
11 of residential and commercial-scale distributed energy  
12 resources.

13           The legislature further finds that the permitting review  
14 process currently adds substantial time and cost to the adoption  
15 of residential solar and energy storage projects and that self-  
16 certification by duly licensed design professionals can



1 significantly reduce this time, cost, and administrative burden  
2 without sacrificing public health and safety.

3 The purpose of this Act is to reduce administrative  
4 barriers to the deployment of energy generation and storage  
5 technology systems by requiring certain government entities in  
6 the State to implement permit self-certification and  
7 streamlined, common-sense permitting processes, thereby ensuring  
8 efficient, standardized permitting and inspection for  
9 behind-the-meter, customer-sited solar distributed energy  
10 resource systems.

11 SECTION 2. Chapter 196, Hawaii Revised Statutes, is  
12 amended by adding two new sections to be appropriately  
13 designated and to read as follows:

14 "§196- Self-certification; solar projects; energy  
15 storage projects. (a) By \_\_\_\_\_, each government entity in  
16 the State that issues building permits shall establish an  
17 efficient and standardized self-certification process for  
18 behind-the-meter, customer-sited solar distributed energy  
19 resource systems that deems permit applications approved and  
20 allows applicants to proceed to build the solar distributed  
21 energy resource system immediately; provided that:



1       (1) The solar distributed energy resource system project  
2       is not located on a property within a special flood  
3       hazard area as identified on Federal Emergency  
4       Management Agency's current Flood Insurance Rate Maps;  
5       and

6       (2) The government entity receives from the project owner  
7       or agent of the project owner:

8       (A) A copy of any written notification prepared by  
9       the appropriate government entity, in response to  
10       a request for determination from the project  
11       owner or agent of the project owner, that the  
12       proposed project is not required to comply with  
13       federal, state, or county floodplain management  
14       development standards, ordinances, codes,  
15       statutes, rules, or regulations pursuant to the  
16       requirements of the National Flood Insurance  
17       Program;

18       (B) A request for issuance of the permit that  
19       includes a statement that the owner or agent of  
20       the owner is prepared to pay any required fees;  
21       and

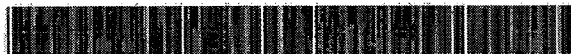


1           (C) Proof of a valid license in the respective field  
2           for any professional installing the project and  
3           confirmation that the installation of the project  
4           will comply with all applicable codes and laws.

5           (b) The self-certification process shall allow a project's  
6           relevant professionals to conduct permit reviews and inspections  
7           using commercially available software and the professionals'  
8           approvals shall be accepted without additional documentation;  
9           provided that the submitted documentation demonstrates  
10           compliance with all applicable codes and laws. In addition, the  
11           self-certification process shall allow a project's relevant  
12           design professionals to utilize offline field reports for  
13           inspections to ensure faster reviews without added cost or  
14           delays.

15           (c) If the requirements of subsection (a) and (b) are  
16           satisfied, the applicable government entity in the State that  
17           issues building permits shall issue the building permit number  
18           and close the permit within thirty days after the date that the  
19           application was submitted.

20           (d) As used in this section:





1 "Offline field report" means a report that uses photos and  
2 videos taken of the project on site and submitted to a  
3 permitting authority to allow inspection remotely and  
4 asynchronously.

5 "Solar distributed energy resource system" means an  
6 assembly of solar energy-generating or energy-storing materials,  
7 or any combined assembly of solar energy-generating and energy-  
8 storing materials, and the related infrastructure necessary for  
9 its operation.

10 §196- Solar distributed energy resource systems;  
11 No-Rise/No-Impact declaration requirements. (a) Any government  
12 entity in the State that issues building permits shall exempt  
13 behind-the-meter, customer-sited solar distributed energy  
14 resource systems from the Federal Emergency Management Agency's  
15 No-Rise/No-Impact declaration requirements; provided that the  
16 project is not located within a regulatory floodway as  
17 identified on the Federal Emergency Management Agency's current  
18 Flood Insurance Rate Maps.

19 (b) Each government entity in the State that issues  
20 building permits shall develop Federal Emergency Management  
21 Agency-accepted guidance for determining specific conditions



1 when a No-Rise Certification is not required for a solar  
2 distributed energy resource system located in a regulatory  
3 floodway as identified on the Federal Emergency Management  
4 Agency's current Flood Insurance Rate Maps.

5 (c) Notwithstanding subsections (a) and (b), the project  
6 owner or agent of the project owner shall:

7 (1) Comply with all applicable codes and laws;

8 (2) Properly install the system on an already existing  
9 structure; and

10 (3) Not create additional obstruction within the  
11 regulatory floodway."

12 SECTION 3. New statutory material is underscored.

13 SECTION 4. This Act shall take effect on July 1, 2025.



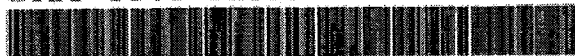
**Report Title:**

Solar Distributed Energy Resource Systems; Permitting  
Self-Certification; FEMA Flood Zone No-Rise/No Impact  
Declaration Requirements

**Description:**

Authorizes certain state government entities to establish a  
self-certification process for behind-the-meter, customer-sited  
solar distributed energy resource systems and exempt the systems  
from the Federal Emergency Management Agency No-Rise/No-Impact  
declaration requirements under certain circumstances. (SD1)

*The summary description of legislation appearing on this page is for informational purposes only and is  
not legislation or evidence of legislative intent.*





Honolulu, Hawaii

FEB 06 2025

RE: S.B. No. 588  
S.D. 1

Honorable Ronald D. Kouchi  
President of the Senate  
Thirty-Third State Legislature  
Regular Session of 2025  
State of Hawaii

Sir:

Your Committees on Energy and Intergovernmental Affairs and Government Operations, to which was referred S.B. No. 588 entitled:

"A BILL FOR AN ACT RELATING TO RENEWABLE ENERGY,"

beg leave to report as follows:

The purpose and intent of this measure is to authorize government entities in the State that issue building permits to:

- (1) Establish a self-certification process for behind-the-meter, customer-sited solar distributed energy resource systems; and
- (2) Exempt the systems from the Federal Emergency Management Agency No-Rise/No-Impact declaration requirements under certain circumstances.

Your Committees received testimony in support of this measure from the Hawaii State Energy Office; Photonworks Engineering LLP; Sol-Ark; Sunnova Energy Corporation; Credence Projects LLC; Mālama Solar; Legasea Energy Foundation, Green Power Projects, LLC; Hawaii Solar Energy Association; Alternate Energy Hawaii, Alternate Energy, Inc.; Hawaii Food Industry Association; Grassroot Institute of Hawaii; 350Hawaii; and eight individuals.



Your Committees received comments on this measure from the Department of Land and Natural Resources; Public Utilities Commission; Kaua'i Island Utility Cooperative; and Association of State Floodplain Managers, Inc.

Your Committees find that the State must lower administrative barriers that constrain the deployment of distributed energy resources to encourage the timely build-out of a diverse, resilient, and reliable portfolio of low-cost renewable energy generation and storage assets necessary for the State to achieve a one hundred percent renewable portfolio standard by December 31, 2045. This measure leverages existing technologies to streamline the permitting process for certain solar distributed energy projects, thereby saving ratepayers and contractors time and money while enabling faster reduction of carbon emissions.

According to testimony received by your Committees, the State and its counties are participating communities in the National Flood Insurance Program and are therefore subject to compliance with certain federal regulations set forth in the National Flood Insurance Act. However, the measure, as it is currently written, contains provisions that are inconsistent with these federal regulations. Accordingly, amendments to this measure are needed to address this matter.

Your Committees have amended this measure by:

- (1) Clarifying that all solar distributed energy resource systems subject to permit self-certification shall not be located within a special flood hazard area as identified on the Federal Emergency Management Agency's current Flood Insurance Rate Maps;
- (2) Clarifying that all solar distributed energy resource systems to be exempted shall not be located within a regulatory floodway as identified on the Federal Emergency Management Agency's current Flood Insurance Rate Maps;
- (3) Requiring that the project owner or their agent provide the government entity that issues building permits with a copy of any written notification prepared by the appropriate government entity that the proposed project



is not required to comply with relevant laws relating to floodplain management;

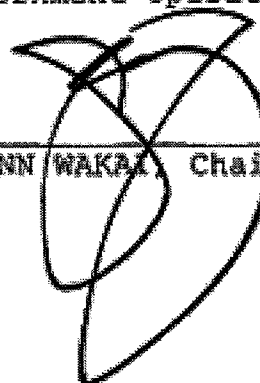
- (4) Requiring each government entity in the State that issues building permits to develop Federal Emergency Management Agency-accepted guidance for determining specific conditions when a No-Rise Certification is not required for a solar distributed energy resource system located in a regulatory floodway;
- (5) Deleting language that would have prevented the value of the solar and storage distributed energy resource system from being included in Federal Emergency Management Agency flood zone valuation calculations;
- (6) Amending section 1 to reflect its amended purpose; and
- (7) Making technical, nonsubstantive amendments for the purposes of clarity and consistency.

As affirmed by the records of votes of the members of your Committees on Energy and Intergovernmental Affairs and Government Operations that are attached to this report, your Committees are in accord with the intent and purpose of S.B. No. 588, as amended herein, and recommend that it pass Second Reading in the form attached hereto as S.B. No. 588, S.D. 1, and be referred to your Committee on Commerce and Consumer Protection.

Respectfully submitted on  
behalf of the members of the  
Committees on Energy and  
Intergovernmental Affairs and  
Government Operations,



ANGUS L.K. MCKELVEY, Chair



GLENN WAKAI, Chair



The Senate  
Thirty-Third Legislature  
State of Hawai'i

Record of Votes  
Committee on Energy and Intergovernmental Affairs  
EIG

Bill / Resolution No.:* <b>SB588</b>	Committee Referral: <b>EIG/GVO, OPN</b>	Date: <b>1/30/25</b>
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The Committee is reconsidering its previous decision on this measure.  
If so, then the previous decision was to: \_\_\_\_\_

The Recommendation is:

Pass, unamended 2312     Pass, with amendments 2311     Hold 2310     Recommit 2313

Members	Aye	Aye (WR)	Nay	Excused
WAKAI, Glenn (C)	✓			
CHANG, Stanley (VC)	✓			
DECOITE, Lynn	✓			
RICHARDS, III, Herbert M. "Tim"				✓
FEVELLA, Kurt				✓
<b>TOTAL</b>	<b>3</b>			<b>2</b>

Recommendation:  Adopted     Not Adopted

Chair's or Designee's Signature: 

Distribution:    Original    Yellow    Pink    Goldenrod  
File with Committee Report    Clerk's Office    Drafting Agency    Committee File Copy

\*Only one Governor's Message per Record of Votes



The Senate  
Thirty-Third Legislature  
State of Hawai'i

Record of Votes  
Committee on Government Operations  
GVO

Bill / Resolution No.:* <b>SB588</b>	Committee Referral: <b>EIG/GVO, CPN</b>	Date: <b>1-30-25</b>		
<input type="checkbox"/> The Committee is reconsidering its previous decision on this measure. If so, then the previous decision was to: _____				
The Recommendation is: <input type="checkbox"/> Pass, unamended 2312 <input checked="" type="checkbox"/> Pass, with amendments 2311 <input type="checkbox"/> Hold 2310 <input type="checkbox"/> Recommit 2313				
Members	Aye	Aye (WR)	Nay	Excused
MCKELVEY, Angus L.K. (C)	✓			
GABBARD, Mike (VC)	✓			
MORIWAKI, Sharon Y.	✓			
SAN BUENAVENTURA, Joy A.	✓			<del>✓</del>
FEVELLA, Kurt				<del>✓</del>
<b>TOTAL</b>	<b>4</b>	—	—	1
Recommendation: <input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Not Adopted				
Chair's or Designee's Signature: 				
Distribution:             Original     Yellow     Pink     Goldenrod File with Committee Report     Clerk's Office     Drafting Agency     Committee File Copy				

\*Only one measure per Record of Votes



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# A BILL FOR AN ACT

RELATING TO BUILDING PERMITS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1           SECTION 1. Chapter 46, Hawaii Revised Statutes, is amended  
2 by adding a new section to be appropriately designated and to  
3 read as follows:

4           "§46- Maintenance and repairs; group U structures;  
5 remodeling; exemptions from building permit requirements. (a)  
6 Notwithstanding any law to the contrary, the following shall be  
7 exempt from the requirement to obtain any county permit when  
8 located in areas outside of a special management area delineated  
9 pursuant to chapter 205A:

10           (1) Repairs that involve the replacement of component  
11 parts of existing work with like-for-like materials  
12 for the purpose of maintenance, without regard to the  
13 value of the materials or labor; provided that the  
14 repairs do not involve any electrical, plumbing, or  
15 mechanical installations;

16           (2) Group U occupancies that do not exceed one thousand  
17 square feet; and



1       (3) Interior remodeling that does not affect building  
2       square footage or the number of rooms or bathrooms and  
3       does not modify the location of rooms, walls, or  
4       windows.

5       (b) Notwithstanding subsection (a), an owner or occupier  
6       who intends to:

7       (1) Perform exempt repairs and maintenance on any dwelling  
8       larger than three thousand square feet or structure  
9       larger than five thousand square feet that has group  
10       A, B, E, F, H, I, or M occupancy under the  
11       International Building Code;

12       (2) Install a structure larger than one thousand square  
13       feet with group U occupancy; or

14       (3) Perform any interior remodeling work on an existing  
15       structure,

16       shall provide written notice to the appropriate county agency  
17       about the type of proposed work.

18       (c) No work shall commence until the appropriate county  
19       agency has determined that a building permit for the proposed  
20       work is not required to comply with federal, state, or county  
21       floodplain management development standards, statutes, rules,



1 ordinances, codes, or regulations pursuant to National Flood  
2 Insurance Program requirements.

3 (d) The appropriate county agency shall certify the work  
4 within thirty calendar days upon the receipt of the written  
5 notice from the owner or occupier, pursuant to subsection (b).

6 (e) The applicable county fire department and county  
7 building permitting agency may enter the property, upon  
8 reasonable notice to the owner or occupant, to investigate  
9 exempted work for compliance with the requirements of this  
10 section.

11 If entry is refused after reasonable notice is given, the  
12 applicable county fire department or county building permitting  
13 agency may apply to the district court of the circuit in which  
14 the property is located for a warrant, directed to any police  
15 officer of the circuit, commanding the police officer to provide  
16 sufficient aid and to assist the county fire department or  
17 county building permitting agency in gaining entry onto the  
18 property to investigate exempted work for compliance, pursuant  
19 to the requirements of this section.



1       (f) This section shall not apply to buildings, work, or  
2       structures otherwise exempted from building permitting or  
3       building code requirements by applicable county ordinance.

4       (g) This section shall not be construed to supersede  
5       public or private lease conditions.

6       (h) The State and counties shall not be liable for claims  
7       arising from the performance of work described in this section,  
8       unless the claim arises out of gross negligence or intentional  
9       misconduct by the State or the applicable county.

10       (i) This section shall not be construed to exempt any new  
11       or existing buildings, structures, related appurtenances, or  
12       other work from building permit requirements, underlying zoning  
13       requirements, and other requirements of federal, state, or  
14       county floodplain management development standards, statutes,  
15       rules, ordinances, codes, or regulations, pursuant to National  
16       Flood Insurance Program requirements.

17       (j) Any failure to comply with this section shall result  
18       in penalties that are consistent with those imposed by the  
19       applicable county building permitting agency.

20       (k) As used in this section, "group U occupancy" includes  
21       uninhabited structures, including but not limited to



1 agricultural buildings, aircraft hangars, accessory to a one- or  
2 two-family residence, barns, carports, communication equipment  
3 structures, fences, grain silos, livestock shelters, private  
4 garages, retaining walls, sheds, stables, tanks, and towers."

5 SECTION 2. New statutory material is underscored.

6 SECTION 3. This Act shall take effect on January 1, 3000.



**Report Title:**

County Permits; Special Management Areas; Exemptions

**Description:**

Allows for county permit exemptions for certain kinds of activities, including agricultural and maintenance activities. Effective 1/1/3000. (HD1)

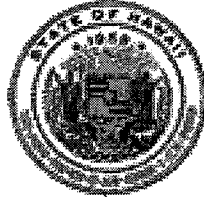
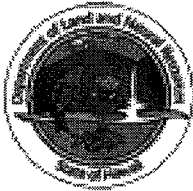
*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*





JOSH GREEN, M.D.  
GOVERNOR | KE HOLO'ĀINA

SYLVIA LUNE  
LIEUTENANT GOVERNOR | KA HOPE KĀ'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
KA 'ŌI'HANA KUMU'WAIWAI 'ĀINA

P.O. BOX 521  
HONOLULU, HAWAII 96809

DAWN N.S. CHANG  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE  
MANAGEMENT  
RYAN K.P. KAHANA'OLE  
FIRST DEPUTY  
SABBA WAI. KAHAWANE  
DEPUTY DIRECTOR - WATER  
AQUATIC RESOURCES  
BOARDING AND CO-ED RECREATION  
BUREAU OF CERTIFICATES  
COMMISSION ON WATER RESOURCE  
MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES  
ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAWAIAHOLE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

Testimony of  
DAWN N.S. CHANG  
Chairperson

Before the House Committee on  
HOUSING

Wednesday, February 12, 2025  
9:00 AM  
State Capitol, Conference Room 430

In consideration of  
HOUSE BILL 367  
RELATING TO BUILDING PERMITS

House Bill (HB) 367 proposes to allow building permit exemptions for certain kinds of activities listed in a newly created section within Hawaii Revised Statutes (HRS) Chapter 46. **The Department of Land and Natural Resources (Department) acknowledges the intent of this measure and offers the following comments and suggested amendments.**

The Department expresses concern with the proposed provision to exempt from building permit requirements, "*Interior remodeling that does not affect building square footage or the number of rooms or bathrooms and does not modify the location of rooms, walls, or windows*".

The State and counties are participating communities in the National Flood Insurance Program (NFIP) and are subject to compliance with federal regulations set forth with the National Flood Insurance Act of 1968 (42 U.S.C. §§4001). Pursuant to 44 CFR §60.3, all proposed development and subdivisions encroaching within Special Flood Hazard Areas (SFHA) identified as "A" or "V" type flood zones on the Federal Emergency Management Agency's Flood Insurance Rate Maps must be reviewed for floodplain management compliance and issued a building and/or development permit prior to construction by the applicable community official.

Specifically, 44 CFR §60.3(c) mandates all "Substantial Improvements"<sup>1</sup> comply with the permitting requirements which includes the community's assessment of whether proposed improvements<sup>2</sup> are subject to the substantial improvement provisions of county floodplain management regulations.

Any State or county law that is not consistent with the NFIP may jeopardize continued eligibility and participation in the program. See 44 CFR § 59.24. The unintended consequences of program suspension, include the following:

- No federal flood insurance can be sold or renewed in non-participating communities. The Federal government requires flood insurance for all buildings located in a SFHA secured with a federally backed loan.
- Certain forms of federal disaster assistance, including mitigation grants, will not be available in the event of a Presidential Disaster Declaration.

Furthermore, unregulated and/or noncompliant development within floodplains increase the risk to life and property from flooding.

The Department recommends Page 2 Lines 3 – 18 be amended to read as follows:

"§46- Maintenance and repairs; group U structures; remodeling; exemptions from building permit requirements.

(b) Notwithstanding subsection (a) (1) ~~or~~, (a) (2) or (a) (3), an owner or occupier that intends to:

- (1) Perform exempt repairs and maintenance on any dwelling larger than 3,000 square feet or structure larger than

---

<sup>1</sup> "Substantial Improvement" is defined as: "any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure"." (ref: 44 C.F.R § 59.1)

<sup>2</sup> Chapter 4 of FEMA Publication P-758 "Substantial Improvement (SI)/Substantial Damage (SD) Desk Reference" details the improvement costs that must be included in the community's SI/SD evaluation conducted during the building permit process. These costs include, but not limited to: material and labor, site preparation, demolition, construction debris removal, structural elements, exterior finishes, interior finishes, and utility/service equipment (ref: P-758 subchapter 4.4.1).

5,000 square feet that has group A, B, E, F, H, I or M occupancy under the International Building Code; ~~or~~

(2) Install a structure larger than 1,000 square feet with group U occupancy; or

(3) Perform any interior remodeling work on an existing structure.

shall provide written notice to the appropriate county agency about the type of proposed work.

(c) No work shall commence until the appropriate county agency has determined and provided written notification that a building permit for the proposed work is not required to comply with county, state, or federal floodplain management development standards, ordinances, codes, statutes, rules, or regulations pursuant to National Flood Insurance Program requirements."

Mahalo for the opportunity to provide testimony on this measure.



P.O. Box 253, Kunia, Hawai'i 96759  
Phone: (808) 848-2074; Fax: (808) 848-1921  
e-mail [info@hfbf.org](mailto:info@hfbf.org); [www.hfbf.org](http://www.hfbf.org)

February 12, 2025

HEARING BEFORE THE  
HOUSE COMMITTEE ON HOUSING

**TESTIMONY ON HB 367  
RELATING TO BUILDING PERMITS**

Conference Room 430 & Videoconference  
9:00 AM

Aloha Chair Evslin, Vice-Chair Miyake, and Members of the Committee:

I am Brian Miyamoto, Executive Director of the Hawai'i Farm Bureau (HFB). Organized since 1948, the HFB is comprised of 1,800 farm family members statewide and serves as Hawai'i's voice of agriculture to protect, advocate, and advance the social, economic, and educational interests of our diverse agricultural community.

**The Hawai'i Farm Bureau supports HB 367**, which seeks to improve and clarify building permit exemptions for agricultural structures and maintenance activities. While HRS 46-88 already provides a building permit exemption for certain nonresidential agricultural and aquacultural structures, inconsistencies in implementation across counties and limitations in the scope of exemptions continue to pose challenges for farmers and ranchers.

Farmers and ranchers require functional infrastructure such as greenhouses, storage sheds, livestock shelters, irrigation systems, and fencing to maintain and expand their operations. However, despite the existing exemption, many agricultural producers still face delays, additional county requirements, and inconsistent interpretations of the law when seeking to construct or repair essential structures. Some maintenance and repair activities also remain subject to permitting requirements, adding administrative and financial burdens that divert time and resources away from food production.

HB 367 presents an opportunity to strengthen and clarify the application of existing exemptions, ensuring that all counties implement them consistently. If this measure expands the scope of exemptions to include additional types of structures or streamlines the approval process for maintenance activities, it would further support Hawai'i's agricultural industry by reducing unnecessary regulatory barriers.

Many states provide broad agricultural building permit exemptions, recognizing that these structures pose minimal risk to public safety and serve a critical role in supporting food production. Hawai'i's farmers already face significant challenges, including high land and water costs, transportation, energy, expensive inputs, labor shortages, and competition from imported food. Streamlining building requirements for necessary agricultural

infrastructure will allow local farmers to invest in their operations, increase productivity, and contribute to the state's food security goals.

We urge the committee to pass HB 367 to ensure that agricultural building permit exemptions are applied fairly, consistently, and effectively across all counties, providing farmers and ranchers with the flexibility they need to maintain and expand their operations.

Thank you for the opportunity to testify on this measure.

Feb. 12, 2025, 9 a.m.

Hawaii State Capitol

Conference Room 430 and Videoconference

**To: House Committee on Housing**

**Rep. Luke Evslin, Chair**

**Rep. Tyson Miyake, Vice-Chair**

**From: Grassroot Institute of Hawaii**

**Ted Kefalas, Director of Strategic Campaigns**

**RE: HB367 — RELATING TO BUILDING PERMITS**

Aloha Chair Evslin, Vice-Chair Miyake and other members of the Committee,

The Grassroot Institute of Hawaii **supports HB367**, which would exempt certain work from requiring a county building permit.

Specifically, the bill would exempt from needing a permit the replacement of like-for-like work not affecting mechanical, electrical or plumbing installations; interior maintenance; and Group U occupancies — such as barns, sheds and greenhouses — that do not exceed 1,000 square feet.

Some wishing to install a Group U structure larger than 1,000 square feet or perform repairs and maintenance on dwellings larger than 3,000 square feet or other structures larger than 5,000 square feet would need to provide written notice to the appropriate county department.

HB367 also contains a provision specifying that this legislation does not affect county building permit exemptions that are or would be more expansive than the exemptions proposed by the bill.

This bill mirrors the state's existing permit exemption for certain agricultural structures.<sup>1</sup> Established by Act 114 (2012), this exemption allows farmers and ranchers to build barns, greenhouses, water tanks and similar

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<sup>1</sup> "[46-88 Agricultural buildings and structures: exemptions from building permit and building code requirements.](#)" Hawaii Revised Statutes, accessed Feb. 7, 2025.

structures without going through the process of applying for a county building permit, subject to certain conditions.

Each county already has a list of work exempt from requiring a building permit,<sup>2</sup> but this legislation would set a statewide carve out for simple work, with the goal of allowing more people to do basic maintenance without waiting three months for a permit.

An added bonus of HB367 is that it would free county staff to focus on more complicated projects.

The bill would also address certain limitations of the current agricultural exemption. For example, the agricultural exemption applies only to parcels 2 acres or larger. For some smaller agricultural lots, using this avenue to quickly install a barn or greenhouse is a no-go.

One Hana resident found this out the hard way when the county told him he couldn't use the agricultural exemption to install four storage buildings on his 1-acre lot.<sup>3</sup>

Passing HB367 would be a step toward much-needed reform to the state and county permitting process.

Thank you for the opportunity to testify.

Ted Kefalas  
Director of Strategic Campaigns  
Grassroot Institute of Hawaii

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<sup>2</sup> Jonathan Helton, "[Seven low cost ways to speed up permitting in Hawaii](#)," Grassroot Institute of Hawaii, Oct. 2024, pp 6-7.

<sup>3</sup> [Maui's Automated Planning and Permitting System](#), accessed Feb. 7, 2025. Search for 429 Keanae Rd.





STAND. COM. REP. NO.

762

Honolulu, Hawaii

FEB 14 , 2025

RE: H.B. No. 367  
H.D. 1

Honorable Nadine K. Nakamura  
Speaker, House of Representatives  
Thirty-Third State Legislature  
Regular Session of 2025  
State of Hawaii

Madame:

Your Committee on Housing, to which was referred H.B. No. 367  
entitled:

"A BILL FOR AN ACT RELATING TO BUILDING PERMITS,"

begs leave to report as follows:

The purpose of this measure is to allow for building permit  
exemptions for certain kinds of activities, including agricultural  
structures and maintenance activities.

Your Committee received testimony in support of this measure  
from the Hawai'i Farm Bureau and Grassroot Institute of Hawaii.  
Your Committee received comments on this measure from the  
Department of Land and Natural Resources.

Your Committee finds that the existing building permit  
requirements for minor repairs, interior remodeling, and certain  
uninhabited structures in the State can cause unnecessary delays  
and administrative burdens for property owners and developers.  
Many maintenance activities and small-scale projects, such as  
routine repairs or the installation of accessory structures, pose  
minimal risk and do not warrant an extensive permitting process.  
This measure is intended to streamline the process for property  
owners while ensuring compliance with safety and floodplain  
management standards by creating certain exemptions from building  
permit requirements. However, your Committee notes the concerns

2025-1805 HB367 HD1 HSCR HMSO



raised in testimony by the Department of Land and Natural Resources that certain exemptions proposed by this measure may be inconsistent with the National Flood Insurance Program, which may have unintended consequences.

Accordingly, your Committee has amended this measure by:

- (1) Clarifying that certain activities are exempt from obtaining any county permit, rather than only a county building permit, when located in areas outside of a special management area;
- (2) Requiring an owner or occupier who intends to perform any interior remodeling work on an existing structure to submit written notification to the appropriate county agency;
- (3) Specifying that the authority granted under this measure shall not be construed to exempt any new or existing buildings, structures, related appurtenances, or other work from underlying zoning requirements;
- (4) Changing the effective date to January 1, 3000, to encourage further discussion; and
- (5) Making technical, nonsubstantive amendments for the purposes of clarity, consistency, and style.

As affirmed by the record of votes of the members of your Committee on Housing that is attached to this report, your Committee is in accord with the intent and purpose of H.B. No. 367, as amended herein, and recommends that it pass Second Reading in the form attached hereto as H.B. No. 367, H.D. 1, and be referred to your Committee on Judiciary & Hawaiian Affairs.



Respectfully submitted on  
behalf of the members of the  
Committee on Housing,

  
\_\_\_\_\_  
LUKE A. EVSLIN, Chair



**Record of Votes of the Committee on Housing**

Bill/Resolution No.: <b>HB367</b>	Committee Referral: <b>HSG, JHA</b>	Date: <b>2/12/25</b>		
<input checked="" type="checkbox"/> The committee is reconsidering its previous decision on the measure.				
The recommendation is to: <input type="checkbox"/> Pass, unamended (as is) <input checked="" type="checkbox"/> Pass, with amendments (HD) <input type="checkbox"/> Hold <input type="checkbox"/> Pass short form bill with HD to recommit for future public hearing (recommit)				
HSG Members	Ayes	Ayes (WR)	Nays	Excused
1. EVSLIN, Luke A. (C)	✓			
2. MIYAKE, Tyson K. (VC)	✓			
3. COCHRAN, Ella				✓
4. GRANDINETTI, Tina Nakada	✓			
5. KILA, Darius K.	✓			
6. KITAGAWA, Lisa	✓			
7. LA CHICA, Trish	✓			
8. MURAOKA, Christopher L.	✓			
9. PIERICK, Elijah	✓			
<b>TOTAL (9)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>1</b>
The recommendation is: <input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Not Adopted If joint referral, _____ did not support recommendation. <small>committee acronym(s)</small>				
Vice Chair's or designee's signature: <u><i>Tyson Miyake</i></u>				
Distribution: Original (White) - Committee    Duplicate (Yellow) - Chief Clerk's Office    Duplicate (Pink) - HMSO				

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# A BILL FOR AN ACT

RELATING TO REMEDIES.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that Hawaii is in a major  
2 housing crisis, which continues to worsen, and has been further  
3 exacerbated by the impacts of the August 2023 Maui wildfires.  
4 Residents of Hawaii face the highest housing costs in the nation  
5 and the median single-family home and condominium prices have  
6 more than tripled since the 1990s. A substantial contributing  
7 factor to the high cost of housing is the cost of anticipated  
8 litigation and insurance requirements necessary to protect  
9 against future claims, which disincentivizes the construction of  
10 homes. Developers or improvers of real property are required to  
11 insure against deficiencies of improvements. The proliferation  
12 of construction defect litigation results in increased housing  
13 prices directly, through passed-on insurance costs, and  
14 indirectly, through lower levels of housing supply. This has  
15 been exacerbated in recent years with the practice of filing  
16 unrestricted construction defect complaints, which can be filed  
17 with no identified defect, and complaints that do not allow a



1 developer or improver of real property to inspect or remedy  
2 potential defects. This results in settlements that often do  
3 not benefit the homeowner, higher insurance costs, and lower  
4 housing production.

5 The legislature finds that the current language contained  
6 in the Contractor Repair Act and the statute of repose have  
7 failed in their purpose to assist the parties in the early  
8 resolution of claims and provide a clear framework for  
9 resolution of construction defect claims. The lack of clarity  
10 has also reduced the effectiveness of these laws by making it  
11 more difficult for all parties to resolve construction defect  
12 disputes fairly, resulting in inconsistent rulings and  
13 prolonging the dispute-resolution process.

14 Therefore, the purpose of this Act is to:

- 15 (1) Clarify the applicability of the statute of repose for  
16 actions arising from construction defects;
- 17 (2) Specify that a plaintiff's failure to plead with  
18 particularity the claim of fraudulent concealment, if  
19 the plaintiff raises the defense, subjects the  
20 plaintiff to liability for costs incurred by the  
21 defendant;



- 1 (3) Clarify the required contents of a notice of claim of  
2 construction defect served on a contractor;
- 3 (4) Amend the process and time frame for a claimant to  
4 accept a contractor's offer to settle or inspect and  
5 authorize the contractor to proceed with repairs;
- 6 (5) Limit the amount a claimant can recover if the  
7 claimant rejects a contractor's reasonable proposal  
8 for inspection or a reasonable offer to remedy; and
- 9 (6) Clarify the consequences of rejecting an offer of  
10 settlement.

11 SECTION 2. Section 657-8, Hawaii Revised Statutes, is  
12 amended to read as follows:

13 "§657-8 Limitation of action for damages based on  
14 construction to improve real property. (a) No action, whether  
15 in contract, tort, statute, or otherwise, to recover damages for  
16 any injury to property, real or personal, or for bodily injury  
17 or wrongful death, arising out of any deficiency or neglect in  
18 the planning, design, construction, supervision and  
19 administering of construction, and observation of construction  
20 relating to an improvement to real property shall be commenced  
21 more than two years after the cause of action has accrued, but



1 in any event ~~[not]~~ no more than ten years after the date of  
2 completion of the improvement.

3 (b) This section shall not apply to actions for damages  
4 against owners or other persons having an interest in the real  
5 property or improvement based on their negligent conduct in the  
6 repair or maintenance of the improvement or to actions for  
7 damages against surveyors for their own errors in boundary  
8 surveys. ~~[The term "Improvement" as used in this section shall  
9 have the same meaning as in section 507-41 and the phrase "date  
10 of completion" as used in this section shall mean the time when  
11 there has been substantial completion of the improvement or the  
12 improvement has been abandoned. The filing of an affidavit of  
13 publication and notice of completion with the circuit court  
14 where the property is situated in compliance with section 507-  
15 43(f) shall be prima facie evidence of the date of completion.]~~

16 An improvement shall be deemed substantially complete upon the  
17 earliest of the following:

- 18 (1) The issuance of a temporary certificate of occupancy;  
19 (2) The issuance of a certificate of occupancy; or  
20 (3) The filing of an affidavit of publication and notice  
21 of completion within the circuit court of the judicial





1 circuit where the property is situated in compliance  
2 with section 507-43(f).

3 If the improvement consists of multiple buildings or  
4 improvements, each building or improvement shall be considered  
5 as a separate improvement for purposes of determining the  
6 limitations period set forth in this section.

7 (c) This section shall not be construed to prevent, limit,  
8 or extend any shorter period of limitation applicable to  
9 sureties provided for in any contract or bond or any other  
10 statute, nor to extend or add to the liability of any surety  
11 beyond that for which the surety agreed to be liable by contract  
12 or bond.

13 ~~(c)~~ (d) Nothing in this section shall exclude or limit  
14 the liability provisions as set forth in the products liability  
15 laws.

16 (e) If a plaintiff invokes the doctrine of fraudulent  
17 concealment to toll the limitation under subsection (a) and the  
18 plaintiff fails to plead with particularity the claim of  
19 fraudulent concealment, then the plaintiff shall be liable for  
20 the costs incurred by the defendant, including attorneys' fees  
21 and costs directly related to responding to the pleading.



1       (f) No action, whether in contract, tort, statute, or  
2 otherwise, based on a violation of the applicable building code  
3 shall be commenced unless the violation is a material violation  
4 of the applicable building code.

5       (g) For purposes of this section:

6       "Date of completion" means the time when there has been  
7 substantial completion of the improvement or the improvement has  
8 been abandoned.

9       "Improvement" has the same meaning as in section 507-41.

10       "Material violation" means a building code violation that  
11 exists within a completed building, structure, or facility that  
12 has resulted in physical harm to a person or significant damage  
13 to the performance of a building or its systems; provided that,  
14 without limiting the foregoing, it shall not be deemed a  
15 "material violation" of an applicable building code if:

16       (1) The person or party that is alleged to have violated  
17 the building code obtained the required building  
18 permits;

19       (2) The local government or public agency with authority  
20 to enforce the building code approved the plans;



- 1        (3) The construction project passes all required  
2        inspections under the code; and
- 3        (4) There is no personal injury or damage to property  
4        other than the property that is the subject of the  
5        permits, plans, and inspections, unless the person or  
6        party knew or should have known that the material  
7        violation existed during construction."

8        SECTION 3. Section 672E-3, Hawaii Revised Statutes, is  
9        amended to read as follows:

10        "[f]§672E-3[+] Notice of claim of construction defect.

11        (a) A claimant, no later than ninety days before filing an  
12        action against a contractor, shall serve the contractor with a  
13        written notice of claim. The notice of claim shall ~~(describe)~~:

14        (1) State that the claimant asserts a claim against the  
15        contractor for a construction defect in the design,  
16        construction, or remodeling of a dwelling or premises;  
17        and

18        (2) Describe the claim, with particularity, specificity,  
19        and in detail [and include the results of any testing  
20        done-] sufficient to determine the circumstances  
21        constituting the alleged construction defect and



1 damages resulting from the construction defect. A  
2 general statement that a construction defect may exist  
3 shall be insufficient.

4 The notice of claim shall not constitute a claim under any  
5 applicable insurance policy and shall not give rise to a duty of  
6 any insurer to provide a defense under any applicable insurance  
7 policy unless and until the process set forth in section 672E-5  
8 is completed. Nothing in this chapter shall in any way  
9 interfere with or alter the rights and obligations of the  
10 parties under any liability policy.

11 (b) If available to the claimant, the claimant shall  
12 provide to the contractor, with the notice of claim, actual  
13 evidence that depicts the nature and cause of the construction  
14 defect and the nature and extent of the repairs necessary to  
15 repair the defect, including the following information if  
16 obtained by the claimant: expert reports, photographs,  
17 videotapes, and any testing performed.

18 (c) Each individual claimant or class member shall comply  
19 with this chapter, which includes permitting inspection under  
20 section 672E-4 of each dwelling or premises that is the subject  
21 of the claim.



1        ~~(b)~~ (d) A contractor served with a written notice of  
2 claim shall serve any other appropriate subcontractor with  
3 notice of the claim. The contractor's notice shall include the  
4 claimant's written notice of claim.

5        ~~(e)~~ (e) After serving the notice of claim, a claimant  
6 shall give to the contractor reasonable prior notice and an  
7 opportunity to observe if any testing is done."

8        SECTION 4. Section 672E-4, Hawaii Revised Statutes, is  
9 amended to read as follows:

10        "**§672E-4 Rejection of claim; opportunity to repair**  
11 **construction defect.** (a) The contractor rejects a claimant's  
12 claim of construction defects by:

13        (1) Serving the claimant with a written rejection of the  
14 claim; or

15        (2) Failing to respond pursuant to subsection (b) (1) or  
16 (b) (2) ~~(r)~~ to the notice of claim within thirty days  
17 after service.

18        (b) The contractor, within thirty days after service of  
19 the notice of claim, shall serve the claimant and any other  
20 contractor that has received the notice of claim with a written  
21 response to the alleged construction defect that:



1 (1) Offers to settle without inspecting the construction  
2 defect by:

3 (A) Monetary payment;

4 (B) Making repairs; or

5 (C) Both subparagraphs (A) and (B); or

6 (2) Proposes to inspect the premises of the alleged  
7 construction defect that is the subject of the claim.

8 (c) Within thirty days following any proposal for  
9 inspection under subsection (b) (2), ~~[the claimant shall provide~~  
10 ~~access to]~~ the claimant shall accept a contractor's proposal.

11 After accepting the contractor's proposal for inspection, the  
12 claimant and contractor shall agree on a time and date for the  
13 inspection, which shall occur within thirty days of the  
14 claimant's acceptance of the contractor's proposal for  
15 inspection, unless the claimant and contractor agree to a later  
16 date. The claimant shall provide reasonable access to the  
17 dwelling or premises during normal working hours to:

18 (1) Inspect the premises;

19 (2) Document any alleged construction defects; and

20 (3) Perform any testing required to evaluate the nature,  
21 extent, and cause of the asserted construction defect,



1           and the nature and extent of any repair or replacement  
2           that may be necessary to remedy the asserted  
3           construction defect;  
4   provided that if the claimant is an association under chapter  
5   514B, the claimant shall have forty-five days to provide [such]  
6   access. If access to an individual condominium unit is  
7   necessary, and the association is unable to obtain [such]  
8   access, then the association shall have a reasonable time to  
9   provide access. If destructive testing is required, the  
10   contractor shall give advance notice of tests and return the  
11   premises to its pre-testing condition. If inspection or testing  
12   reveals a condition that requires additional testing to fully  
13   and completely evaluate the nature, cause, and extent of the  
14   construction defect, the contractor shall provide notice to the  
15   claimant of the need for additional testing. The claimant shall  
16   provide additional access to the dwelling or premises. If a  
17   claim is asserted on behalf of owners of multiple dwellings, or  
18   multiple owners of units within a multi-family complex, the  
19   contractor shall be entitled to inspect each of the dwellings or  
20   units.



1 (d) Within fourteen days following the inspection and  
2 testing, the contractor shall serve on the claimant a written:

3 (1) Offer to fully or partially remedy the construction  
4 defect at no cost to the claimant. [~~Such~~] The offer  
5 shall include a description of construction necessary  
6 to remedy the construction defect and a timetable for  
7 the completion of the additional construction;

8 (2) Offer to settle the claim by monetary payment;

9 (3) Offer for a combination of repairs and monetary  
10 payment; or

11 (4) Statement that the contractor will not proceed further  
12 to remedy the construction defect.

13 (e) Any offer of settlement under this section shall  
14 reference this section, and shall state that a claimant's  
15 failure to respond with a written notice of acceptance or  
16 rejection within thirty or forty-five days, whichever applies  
17 pursuant to section 672E-5(a), shall mean that the offer is  
18 rejected. Failure to serve a written offer or statement under  
19 this section shall be deemed a statement that the contractor  
20 will not proceed further."





1 SECTION 5. Section 672E-6, Hawaii Revised Statutes, is  
2 amended to read as follows:

3 "[+]§672E-6[+] Offer of settlement. (a) Any time after  
4 the service of the notice of claim, any party may serve an offer  
5 of settlement.

6 (b) If the offer is accepted, the parties shall be deemed  
7 to have resolved the claim in whole or in part pursuant to the  
8 offer.

9 (c) An offer not accepted within the time period required  
10 under section 672E-5, or ten days after service for any  
11 subsequent offers, shall be deemed withdrawn and evidence  
12 thereof is not admissible except to determine entitlement to  
13 recovery of attorneys' fees and costs[-] and reasonableness of  
14 the contractor's offer of settlement in subsection (d).

15 (d) If a claimant rejects a contractor's reasonable offer  
16 of settlement, the claimant's cost of repair recovery shall be  
17 limited to the reasonable value of the repair determined as of  
18 the date of the offer and the amount of the offered monetary  
19 payment.

20 (e) If the judgment or award obtained in a subsequent  
21 proceeding is not more favorable than the offer[-] of



1 settlement, the offeree shall pay the costs incurred by the  
2 offeror after the making of the offer[-] and the offeree shall  
3 not be entitled to recover attorneys' fees and costs incurred  
4 after the offer was made. The fact that an offer is made and  
5 not accepted does not preclude a subsequent offer."

6 SECTION 6. Statutory material to be repealed is bracketed  
7 and stricken. New statutory material is underscored.

8 SECTION 7. This Act shall take effect on July 1, 3000.



**Report Title:**

Contractor Repair Act; Notice of Claim; Inspection; Repair;  
Rejection of Claims; Limitations on Recovery; Statute of Repose

**Description:**

Clarifies the applicability of the statute of repose for actions arising from construction defects. Specifies that a plaintiff's failure to plead with particularity the claim of fraudulent concealment, if the plaintiff raises the defense, subjects the plaintiff to liability for the costs incurred by the defendant, including attorneys' fees and costs. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement. Effective 7/1/3000. (HD2)

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*





Honolulu, Hawaii

FEB 14 , 2025

RE: H.B. No. 420  
H.D. 2

Honorable Nadine K. Nakamura  
Speaker, House of Representatives  
Thirty-Third State Legislature  
Regular Session of 2025  
State of Hawaii

Madame:

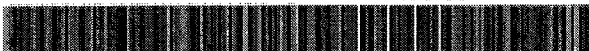
Your Committee on Consumer Protection & Commerce, to which  
was referred H.B. No. 420, H.D. 1, entitled:

"A BILL FOR AN ACT RELATING TO REMEDIES,"

begs leave to report as follows:

The purpose of this measure is to:

- (1) Clarify the statute of repose to make it clear that it applies to contract, tort, and statutory claims, fraudulent concealment is not a defense with respect to the repose period, and require a violation of a building code to be material to be actionable;
- (2) Clarify the required contents of a notice of claim of construction defect served on a contractor;
- (3) Amend the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs;
- (4) Limit the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy; and



- (5) Clarify the consequences of rejecting an offer of settlement.

Your Committee received testimony in support of this measure from the International Union of Operating Engineers Local 3; Hawai'i Regional Council of Carpenters; General Contractors Association of Hawaii; Holomua Collaborative; Hawaii Laborers & Employers Cooperation and Education Trust; Chamber of Commerce Hawaii; Mutual Housing Association of Hawai'i, Inc.; Malachi Cleaning, Inc.; Hawai'i Association of REALTORS; R. M. Towill Corporation; Paradigm Construction LLC; A-Plus Seamless Rain gutters, Inc.; Z Contractors Inc.; KY International Inc.; Stanford Carr Development, LLC; Newport Pacific Cabinets, Inc.; Hawaii Operating Engineers Industry Stabilization Fund Political Action Committee; Building Industry Association of Hawaii; Hawai'i YIMBY; Sinclair Drywall, Inc.; Island Flooring; Castle & Cooke Homes Hawaii, Inc.; Tru-Door Hawaii; Vinyl Tech and Masonry, Inc.; Hawaii Fence Builders; Kapolei Chamber of Commerce; Gentry Homes, Ltd.; Housing Hawai'i's Future; D.R. Horton Hawaii; Commercial Sheetmetal Co., Inc.; Haseko Development, Inc.; Pacific Resource Partnership; and numerous individuals. Your Committee received testimony in opposition to this measure from LippSmith LLP; Palehua Townhouse Association; Kasdan Turner Thomson Booth, LLC; AARP Hawai'i; and six individuals.

Your Committee finds that the lack of affordable housing in Hawaii has led to a crisis of increasing homelessness and migration of residents to the continental United States. Your Committee further finds the rising costs of insurance for developers and improvers of real property have contributed to the increased cost of housing and are a direct result of litigation for construction defects. This measure will deter broad and frivolous claims by requiring evidence of the defect and limiting recovery if an offer is unreasonably rejected.

Your Committee has amended this measure by:

- (1) Deleting language that barred the defense of fraudulent concealment;
- (2) Specifying that, if a plaintiff invokes the doctrine of fraudulent concealment to toll the limitation and the plaintiff fails to plead with particularity the claim of fraudulent concealment, then the plaintiff is liable for



the costs incurred by the defendant, including attorneys' fees and costs directly related to responding to the claim; and

- (3) Making technical, nonsubstantive amendments for the purposes of clarity, consistency, and style.

As affirmed by the record of votes of the members of your Committee on Consumer Protection & Commerce that is attached to this report, your Committee is in accord with the intent and purpose of H.B. No. 420, H.D. 1, as amended herein, and recommends that it be referred to your Committee on Judiciary & Hawaiian Affairs in the form attached hereto as H.B. No. 420, H.D. 2.

Respectfully submitted on  
behalf of the members of the  
Committee on Consumer  
Protection & Commerce,



SCOT S. MATAYOSHI, Chair



Record of Votes of the Committee on Consumer Protection & Commerce

Bill/Resolution No.: <b>HB 420, HD1</b>	Committee Referral: <b>HSG, CPC, JHA</b>	Date: <b>2/12/25</b>		
<input type="checkbox"/> The committee is reconsidering its previous decision on the measure.				
The recommendation is to: <input type="checkbox"/> Pass, unamended (as is) <input checked="" type="checkbox"/> Pass, with amendments (HD) <input type="checkbox"/> Hold <input type="checkbox"/> Pass short form bill with HD to recommit for future public hearing (recommit)				
CPC Members	Ayes	Ayes (WR)	Nays	Excused
1. MATAYOSHI, Scot Z. (C)				/
2. CHUN, Cory M. (VC)	/			
3. ILAGAN, Greggor	/			
4. ICHIYAMA, Linda	/			
5. IWAMOTO, Kim Coco			/	
6. KONG, Sam Satoru	/			
7. LOWEN, Nicole E.				/
8. MARTEN, Lisa	/			
9. TAM, Adrian K.				/
10. PIERICK, Elijah			/	
<b>TOTAL (10)</b>	<b>5</b>		<b>2</b>	<b>3</b>
The recommendation is: <input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Not Adopted If joint referral, _____ did not support recommendation. <small>committee acronym(s)</small>				
Vice Chair's or designee's signature: <u><i>Mica Mats</i></u>				
Distribution: Original (White) – Committee      Duplicate (Yellow) – Chief Clerk's Office      Duplicates (Pink) – HMSO				



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# A BILL FOR AN ACT

RELATING TO REMEDIES.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that the State is in a  
2 major housing crisis, which continues to worsen, and has been  
3 exacerbated by the impacts of the 2023 Maui wildfires.  
4 Residents of the State face the highest housing costs in the  
5 nation and the median single-family home and condominium prices  
6 have more than tripled since the 1990s. A substantial  
7 contributing factor to the high cost of housing is the cost of  
8 anticipated litigation and insurance requirements necessary to  
9 protect against future claims, which disincentivizes the  
10 construction of homes. Developers or improvers of real property  
11 are required to insure against deficiencies of improvements.  
12 The proliferation of construction defect litigation results in  
13 increased housing prices directly, through passed-on insurance  
14 costs, and indirectly, through lower levels of housing supply.  
15 This has been exacerbated in recent years with the practice of  
16 filing unrestricted constructed defect complaints, which can be  
17 filed with no identified defect, and complaints that do not



1 allow a developer or improver of real property to inspect or  
2 remedy potential defects. This results in settlements that  
3 often do not benefit the homeowner, increases insurance costs,  
4 and lowers housing production.

5 The legislature finds that the existing language in the  
6 Contractor Repair Act, codified in chapter 672E, Hawaii Revised  
7 Statutes, and the statute of repose, section 657-9, Hawaii  
8 Revised Statutes, have failed in their purpose to assist parties  
9 in the early resolution of claims and provide a clear framework  
10 for resolution of construction defect claims. The lack of  
11 clarity has also reduced the effectiveness of these statutes by  
12 making it more difficult for all parties to resolve construction  
13 defect disputes fairly, resulting in inconsistent rulings and  
14 prolonging the dispute-resolution process.

15 Therefore, the purpose of this Act is to:

16 (1) Clarify the statute of repose to make it clear that it  
17 applies to contract, tort, and statutory claims,  
18 fraudulent concealment is not a defense with respect  
19 to the repose period, and require a violation of a  
20 building code to be material to be actionable;



- 1 (2) Clarify the required contents of a notice of claim of  
2 a construction defect served on a contractor;
- 3 (3) Amend the process and time frame for a claimant to  
4 accept a contractor's offer to settle or inspect and  
5 authorize the contractor to proceed with repairs;
- 6 (4) Limit the amount a claimant can recover if the  
7 claimant rejects a contractor's reasonable proposal  
8 for inspection or a reasonable offer to remedy; and
- 9 (5) Clarify the consequences of rejecting an offer of  
10 settlement.

11 SECTION 2. Section 657-8, Hawaii Revised Statutes, is  
12 amended to read as follows:

13 "§657-8 Limitation of action for damages based on  
14 construction to improve real property. (a) No action, whether  
15 in contract, tort, statute, or otherwise, to recover damages for  
16 any injury to property, real or personal, or for bodily injury  
17 or wrongful death, arising out of any deficiency or neglect in  
18 the planning, design, construction, supervision and  
19 administering of construction, and observation of construction  
20 relating to an improvement to real property shall be commenced  
21 more than two years after the cause of action has accrued, but



1 in any event ~~(not)~~ no more than ten years after the date of  
2 completion of the improvement.

3 (b) This section shall not apply to actions for damages  
4 against owners or other persons having an interest in the real  
5 property or improvement based on their negligent conduct in the  
6 repair or maintenance of the improvement or to actions for  
7 damages against surveyors for their own errors in boundary  
8 surveys. ~~(The term "improvement" as used in this section shall  
9 have the same meaning as in section 507-41 and the phrase "date  
10 of completion" as used in this section shall mean the time when  
11 there has been substantial completion of the improvement or the  
12 improvement has been abandoned. The filing of an affidavit of  
13 publication and notice of completion with the circuit court  
14 where the property is situated in compliance with section 507-  
15 43(f) shall be prima facie evidence of the date of completion.)~~  
16 An improvement shall be deemed substantially complete upon the  
17 earliest of the following:

- 18 (1) The issuance of a temporary certificate of occupancy;  
19 (2) The issuance of a certificate of occupancy; or  
20 (3) The filing of an affidavit of publication and notice  
21 of completion within the circuit court where the



1 property is situated in compliance with section  
2 507-43(E).

3 If the improvement consists of multiple buildings or  
4 improvements, each building or improvement shall be considered  
5 as a separate improvement for purposes of determining the  
6 limitations period described in this section.

7 (c) This section shall not be construed to prevent, limit,  
8 or extend any shorter period of limitation applicable to  
9 sureties provided for in any contract or bond or any other  
10 statute, nor to extend or add to the liability of any surety  
11 beyond that for which the surety agreed to be liable by contract  
12 or bond.

13 ~~(c)~~ (d) Nothing in this section shall exclude or limit  
14 the liability provisions as set forth in the products liability  
15 laws.

16 (e) The doctrine of fraudulent concealment, as used for a  
17 defense to statute of limitations, shall not apply to the  
18 ten-year limitations period set forth in subsection (a).

19 (f) No action, whether in contract, tort, statute, or  
20 otherwise, based on a violation of the applicable building code



1 shall be commenced unless the violation is a material violation  
2 of the applicable building code.

3 (g) For the purposes of this section:

4 "Date of completion" means the time when there has been  
5 substantial completion of the improvement or the improvement has  
6 been abandoned.

7 "Improvement" has the same meaning as in section 507-41.

8 "Material violation" means a building code violation that  
9 exists within a completed building, structure, or facility that  
10 has resulted in physical harm to a person or significant damage  
11 to the performance of a building or its systems; provided that,  
12 without limiting the foregoing, it shall not be deemed a  
13 "material violation" of an applicable building code if the  
14 person or party that is alleged to have violated the building  
15 code obtained the required building permits, the local  
16 government or public agency with authority to enforce the  
17 building code approved the plans, the construction project  
18 passes all required inspections under the code, and there is no  
19 personal injury or damage to property other than the property  
20 that is the subject of the permits, plans, and inspections,



1 unless the person or party knew or should have known that the  
2 material violation existed during construction."

3 SECTION 3. Section 672E-3, Hawaii Revised Statutes, is  
4 amended to read as follows:

5 "[~~§~~672E-3~~]~~ Notice of claim of construction defect.

6 (a) A claimant, no later than ninety days before filing an  
7 action against a contractor, shall serve the contractor with a  
8 written notice of claim. The notice of claim shall ~~(describe)~~:

9 (1) State that the claimant asserts a claim against the  
10 contractor for a construction defect in the design,  
11 construction, or remodeling of a dwelling or premises;  
12 and

13 (2) Describe the claim, with particularity, specificity,  
14 and in detail ~~(and include the results of any testing~~  
15 ~~done)~~ sufficient to determine the circumstances  
16 constituting the alleged construction defect and  
17 damages resulting from the construction defect. A  
18 general statement that a construction defect may exist  
19 shall be insufficient.

20 The notice of claim shall not constitute a claim under any  
21 applicable insurance policy and shall not give rise to a duty of



1 any insurer to provide a defense under any applicable insurance  
2 policy unless and until the process set forth in section 672E-5  
3 is completed. Nothing in this chapter shall in any way  
4 interfere with or alter the rights and obligations of the  
5 parties under any liability policy.

6 (b) If available to the claimant, the claimant shall  
7 provide to the contractor, with the notice of claim, actual  
8 evidence that depicts the nature and cause of the construction  
9 defect and the nature and extent of the repairs necessary to  
10 repair the defect, including the following information if  
11 obtained by the claimant: expert reports, photographs,  
12 videotapes, and any testing performed.

13 (c) Each individual claimant or class member shall comply  
14 with this chapter, which includes permitting inspection under  
15 section 672E-4 of each dwelling or premises that is the subject  
16 of the claim.

17 ~~(b)~~ (d) A contractor served with a written notice of  
18 claim shall serve any other appropriate subcontractor with  
19 notice of the claim. The contractor's notice shall include the  
20 claimant's written notice of claim.





1           ~~(+e)~~ (e) After serving the notice of claim, a claimant  
2 shall give to the contractor reasonable prior notice and an  
3 opportunity to observe if any testing is done."

4           SECTION 4. Section 672E-4, Hawaii Revised Statutes, is  
5 amended to read as follows:

6           "**§672E-4 Rejection of claim; opportunity to repair**  
7 **construction defect.** (a) The contractor rejects a claimant's  
8 claim of construction defects by:

- 9           (1) Serving the claimant with a written rejection of the
- 10           claim; or
- 11           (2) Failing to respond pursuant to subsection (b)(1) or
- 12           (b)(2) [7] to the notice of claim within thirty days
- 13           after service.

14           (b) The contractor, within thirty days after service of  
15 the notice of claim, shall serve the claimant and any other  
16 contractor that has received the notice of claim with a written  
17 response to the alleged construction defect that:

- 18           (1) Offers to settle without inspecting the construction
- 19           defect by:
- 20           (A) Monetary payment;
- 21           (B) Making repairs; or



1 (C) Both subparagraphs (A) and (B); or

2 (2) Proposes to inspect the premises of the alleged  
3 construction defect that is the subject of the claim.

4 (c) Within thirty days following any proposal for  
5 inspection under subsection (b)(2), the claimant shall [~~provide~~  
6 ~~access to~~] accept a contractor's proposal. After accepting the  
7 contractor's proposal for inspection, the claimant and  
8 contractor shall agree on a time and date for the inspection,  
9 which shall occur within thirty days of the claimant's  
10 acceptance of the contractor's proposal for inspection, unless  
11 the claimant and contractor agree to a later date. The claimant  
12 shall provide reasonable access to the dwelling or premises  
13 during normal working hours to:

14 (1) Inspect the premises;

15 (2) Document any alleged construction defects; and

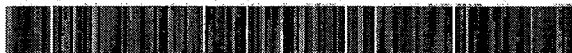
16 (3) Perform any testing required to evaluate the nature,  
17 extent, and cause of the asserted construction defect,  
18 and the nature and extent of any repair or replacement  
19 that may be necessary to remedy the asserted  
20 construction defect;



1 provided that if the claimant is an association under chapter  
2 514B, the claimant shall have forty-five days to provide [such]  
3 access. If access to an individual condominium unit is  
4 necessary, and the association is unable to obtain [such]  
5 access, then the association shall have a reasonable time to  
6 provide access. If destructive testing is required, the  
7 contractor shall give advance notice of tests and return the  
8 premises to its pre-testing condition. If inspection or testing  
9 reveals a condition that requires additional testing to fully  
10 and completely evaluate the nature, cause, and extent of the  
11 construction defect, the contractor shall provide notice to the  
12 claimant of the need for additional testing. The claimant shall  
13 provide additional access to the dwelling or premises. If a  
14 claim is asserted on behalf of owners of multiple dwellings, or  
15 multiple owners of units within a multi-family complex, the  
16 contractor shall be entitled to inspect each of the dwellings or  
17 units.

18 (d) Within fourteen days following the inspection and  
19 testing, the contractor shall serve on the claimant a written:

20 (1) Offer to fully or partially remedy the construction  
21 defect at no cost to the claimant. [Such] The offer



- 1 shall include a description of construction necessary  
2 to remedy the construction defect and a timetable for  
3 the completion of the additional construction;
- 4 (2) Offer to settle the claim by monetary payment;
- 5 (3) Offer for a combination of repairs and monetary  
6 payment; or
- 7 (4) Statement that the contractor will not proceed further  
8 to remedy the construction defect.

9 (e) Any offer of settlement under this section shall  
10 reference this section, and shall state that a claimant's  
11 failure to respond with a written notice of acceptance or  
12 rejection within thirty or forty-five days, whichever applies  
13 pursuant to section 672E-5(a), shall mean that the offer is  
14 rejected. Failure to serve a written offer or statement under  
15 this section shall be deemed a statement that the contractor  
16 will not proceed further."

17 SECTION 5. Section 672E-6, Hawaii Revised Statutes, is  
18 amended to read as follows:

19 "[~~§~~672E-6~~]~~ Offer of settlement. (a) Any time after  
20 the service of the notice of claim, any party may serve an offer  
21 of settlement.



1           **(b)** If the offer is accepted, the parties shall be deemed  
2 to have resolved the claim in whole or in part pursuant to the  
3 offer.

4           **(c)** An offer not accepted within the time period required  
5 under section 672E-5, or ten days after service for any  
6 subsequent offers, shall be deemed withdrawn and evidence  
7 thereof is not admissible except to determine entitlement to  
8 recovery of attorneys' fees and costs[-] and reasonableness of  
9 the contractor's offer of settlement in subsection (d).

10           **(d)** If a claimant rejects a contractor's reasonable offer  
11 of settlement, the claimant's cost of repair recovery shall be  
12 limited to the reasonable value of the repair determined as of  
13 the date of the offer and the amount of the offered monetary  
14 payment.

15           **(e)** If the judgment or award obtained in a subsequent  
16 proceeding is not more favorable than the offer[-] of  
17 settlement, the offeree shall pay the costs incurred by the  
18 offeror after the making of the offer[-] and the offeree shall  
19 not be entitled to recover attorneys' fees and costs incurred  
20 after the offer was made. The fact that an offer is made and  
21 not accepted does not preclude a subsequent offer."



1           SECTION 6. Statutory material to be repealed is bracketed  
2 and stricken. New statutory material is underscored.

3           SECTION 7. This Act shall take effect on July 1, 2050.



**Report Title:**

Contractor Repair Act; Notice of Claim; Inspection; Repair;  
Rejection of Claims; Limitations on Recovery; Statute of Repose

**Description:**

Clarifies the applicability of the statute of repose for actions arising from construction defects. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement. Effective 7/1/2050. (SD1)

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*







Honolulu, Hawaii

FEB 14 2025

RE: S.B. No. 179  
S.D. 1

Honorable Ronald D. Kouchi  
President of the Senate  
Thirty-Third State Legislature  
Regular Session of 2025  
State of Hawaii

Sir:

Your Committee on Commerce and Consumer Protection, to which was referred S.B. No. 179 entitled:

"A BILL FOR AN ACT RELATING TO REMEDIES,"

begs leave to report as follows:

The purpose and intent of this measure is to:

- (1) Clarify that the Statute of Repose applies to contract, tort, and statutory claims, fraudulent concealment is not a defense with respect to the repose period, and require a violation of a building code to be material to be actionable;
- (2) Clarify the required contents of a notice of claim of construction defect served on a contractor;
- (3) Amend the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs;
- (4) Limit the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy; and
- (5) Clarify the consequences of rejecting an offer of settlement.



Your Committee received testimony in support of this measure from the Hawai'i Regional Council of Carpenters; Hawaii Laborers & Employers Cooperation and Education Trust; Stanford Carr Development, LLC; Hawai'i Association of REALTORS; Haseko Development, Inc.; TNH Plumbing, Inc.; Z Contractors Inc.; Raynor Hawaii Overhead Doors and Gates Inc.; Ohana Building Supply, Inc.; Paradigm Construction LLC; Gray, Hong, Nojima & Associates; Mutual Housing Association of Hawai'i, Inc.; Royal Contracting Co., Ltd.; A-Plus Seamless Raingutters, Inc.; Pacific Resource Partnership; International Union of Operating Engineers Local 3; R.M. Towill Corporation; Newport Pacific Cabinets, Inc.; Sinclair Drywall, Inc.; Ali'i Glass and Metal Inc.; Gentry Homes, Ltd.; Vinyl Tech and Masonry, Inc.; BIA Hawaii; D.R. Horton Hawaii; Ashford & Wriston, LLLP; Case Lombardi, ALC; Operative Plasterers' and Cement Masons' International Association Local 630, AFL-CIO; Hawai'i YIMBY; Holomua Collaborative; Laborers' International Union Local 368; Plumbers & Fitters Local 675; Kapolei Chamber of Commerce; KY International Inc.; and numerous individuals.

Your Committee received testimony in opposition to this measure from the Kasdan Turner Thomson Booth, LLLC; Law Offices of Philip S. Nerney, LLLC; LippSmith LLP; and one individual.

Your Committee finds that the Contractor Repair Act was originally designed to encourage a cooperative, good-faith process between builders and homeowners to address legitimate construction defects. However, the existing system has led to excessive legal claims against new developments, resulting in increased construction costs, higher insurance premiums, and more restrictive lending conditions, further adding to the State's housing shortage.

Your Committee finds that the misuse of the Contractor Repair Act has led to an increase in unnecessary litigation that discourages builders from undertaking new housing projects. Residents in the State depend on a stable and thriving construction industry, but when legal threats make development riskier and more expensive, it results in fewer job opportunities and greater economic uncertainty for local carpenters and tradespeople. This measure will help restore balance by ensuring that legitimate construction defects are addressed efficiently and promote fairness and stability in the construction industry. This



measure intends to restore a fair dispute resolution process to resolve construction defect claims and promote a more sustainable and affordable housing market in Hawaii.

Your Committee has amended this measure by:

- (1) Inserting an effective date of July 1, 2050, to encourage further discussion; and
- (2) Making technical, nonsubstantive amendments for the purposes of clarity and consistency.

As affirmed by the record of votes of the members of your Committee on Commerce and Consumer Protection that is attached to this report, your Committee is in accord with the intent and purpose of S.B. No. 179, as amended herein, and recommends that it pass Second Reading in the form attached hereto as S.B. No. 179, S.D. 1, and be referred to your Committee on Judiciary.

Respectfully submitted on  
behalf of the members of the  
Committee on Commerce and  
Consumer Protection,




JARRETT KEOHOKALO, Chair



The Senate  
 Thirty-Third Legislature  
 State of Hawai'i

**Record of Votes**  
**Committee on Commerce and Consumer Protection**  
**CPN**

Bill / Resolution No.:* <b>SB179</b>	Committee Referral: <b>CPN, JDC</b>	Date: <b>2/19/25</b>		
<input type="checkbox"/> The Committee is reconsidering its previous decision on this measure. If so, then the previous decision was to: _____				
The Recommendation is: <input type="checkbox"/> Pass, unamended 2312 <input checked="" type="checkbox"/> Pass, with amendments 2311 <input type="checkbox"/> Hold 2310 <input type="checkbox"/> Recommit 2313				
Members	Aye	Aye (WR)	Nay	Excused
KEOHOKALOLE, Jarrett (C)	✓			
FUKUNAGA, Carol (VC)		✓		
MCKELVEY, Angus L.K.	✓			
RICHARDS, III, Herbert M. "Tim"	✓			
AWA, Brenton			✓	
<b>TOTAL</b>	<b>3</b>	<b>1</b>	<b>1</b>	
Recommendation: <input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Not Adopted				
Chair's or Designee's Signature: 				
<b>Distribution:</b> Original     Yellow     Pink     Goldenrod File with Committee Report     Clerk's Office     Drafting Agency     Committee File Copy				

\*Only one measure per Record of Votes

Hawaii Administrative Rules

Proposed Amendment to HAR section 16-77-34

Definition of "Incidental and Supplemental" Work

## DRAFT

February 21, 2025 CLB Meeting

Section 16-77-34 Work incidental and supplemental. (a) "Incidental and supplemental" work is defined as work in ~~[other trades]~~ a specialty classification that a contractor is not licensed to perform and that is subordinate to, directly related to, and necessary for the completion of the [project undertaken by a licensee pursuant to the scope of the licensee's license] specialty work in a specialty classification that the contractor is licensed to perform.

(b) To qualify as "incidental and supplemental" work, the total combined cost or extent of the "incidental and supplemental" work must also represent less than a majority of the specialty work in a specialty classification that the contractor is licensed to perform, as measured in relation to the total cost or extent of the specialty work that the contractor is licensed to perform. Thus, the maximum percentage of "incidental and supplemental" work that can be performed by a contractor is fifty per cent, and this limitation applies regardless of whether the contractor is performing work under one or under multiple specialty licenses.

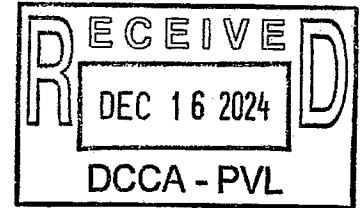
(c) For purposes of this section "contractor" means a specialty contractor or a general contractor performing specialty work pursuant to a specialty license that the contractor is licensed to perform; "majority" means any amount greater than fifty per cent; and "less than a majority" means any amount equal to or less than fifty per cent.

# ***SAH - Subcontractors Association of Hawaii***

*Century Square – 1188 Bishop St., Ste.1003 Honolulu, HI 96813-3304*

*Phone: (808) 537-5619 Fax: (808) 533-2739*

December 16, 2024



TESTIMONY TO: Contractors License Board  
Jerry Nishek, Chair  
Department of Commerce and Consumer Affairs

PRESENTED BY: Tim Lyons, CAE  
President

SUBJECT: Proposed Hawaii Administrative Rule Change  
Section 16-77-34

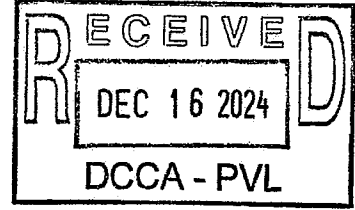
Chair Nishek and Members of the Contractors License Board:

I am Tim Lyons, President of the Subcontractors Association of Hawaii, an organization that represents the following ten (10) specialty trade Associations. They include:

HAWAII ARCHITECTURAL GLASS AND METAL ASSOCIATION  
HAWAII FLOORING ASSOCIATION  
ROOFING CONTRACTORS ASSOCIATION OF HAWAII  
HAWAII WALL AND CEILING INDUSTRIES ASSOCIATION  
ELECTRICAL CONTRACTORS ASSOCIATION OF HAWAII  
TILE CONTRACTORS ASSOCIATION OF HAWAII  
PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION OF HAWAII  
SHEETMETAL AND AIR CONDITIONING NATIONAL CONTRACTORS ASSOCIATION OF HAWAII  
PAINTING AND DECORATING CONTRACTORS ASSOCIATION  
PACIFIC INSULATION CONTRACTORS ASSOCIATION

Thank you for giving us the opportunity to testify.

Below are our revisions.



**HAR 16-77-34**

\*§ 16-77-34 Work incidental and supplemental. (a) "Incidental and supplemental work" is defined as work in ~~[other trades]~~ any specialty classification that a contractor is not licensed to perform and that is subordinate to, directly related to, and necessary for the completion of ~~[the project undertaken by a licensee pursuant to the scope of the licensee's license]~~ the specialty work that the contractor is licensed to perform.

(b) To qualify as incidental and supplemental work, ~~[that work]~~ the total combined value or extent of all incidental and supplemental work<sup>(1)</sup> must also represent less than a majority of the value or extent of specialty work that the contractor is licensed to perform, as measured in relation to the total cost or extent of the specialty work that the contractor is licensed to perform.

(c) For purposes of this section, ~~["majority" means any amount equal to or greater than]~~ the term "less than a majority" means any amount less than<sup>(2)</sup> fifty per cent.

(d) For purposes of this section, incidental and supplemental work is intended to provide specialty contractors with a limited ability to perform work outside their license scope that has a minor role, and shall be narrowly interpreted so as to not contravene the overarching purpose of HRS 444 of protecting the welfare and safety of the general public<sup>(3)</sup>.



Footnotes:

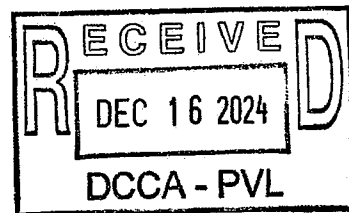
- (1) Add new language clarifying that the limitation on incidental and supplemental work applies to the total combined value or extent of all incidental and supplemental work, and not individually for each craft or trade being performed as incidental and supplemental work.
- (2) Clarifies the language to simplify the incidental and supplemental threshold term “less than a majority”.
- (3) Add new language that states the incidental and supplemental work shall have a minor role and that the exception must be narrowly interpreted to preserve the overall intent of HRS 444, as referenced in the DC50 Supreme Court ruling.

Other:

This change will clarify that the maximum percentage of incidental and supplemental work that can be done by a specialty contractor is 50% of the value or extent of work the specialty contractor is licensed to perform. Effectively, this language would require that specialty contractors perform a minimum of 66.67% percentage of work on their project pursuant to their license. The remaining percentage can be performed as incidental and supplemental work, provided that it meets the requirements of being subordinate to, directly related to, and necessary for the completion of the specialty contractor’s work.

Example:

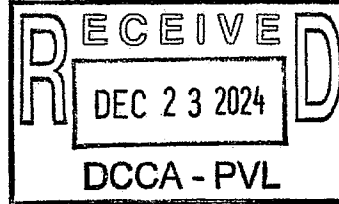
A specialty contractor gets a project with a value of \$300,000. If the specialty contractor’s portion of the work is \$200,000, then the maximum incidental and supplemental work that can be performed by that contractor is 50% of \$200,000, or \$100,000.





December 23, 2024

Contractors License Board  
P.O. Box 3469  
Honolulu, HI 96801  
Via contractor@dcca.hawaii.gov



Re: Proposed Hawaii Administrative Rule Change of "Incidental and Supplemental" Work – HAR section 16-77-34

Aloha Chair Nishek,

My name is Kevin Hirayama, Executive Director of the Sheet Metal Contractors Association (SMCA). SMCA represents more than 30 union contractors in the State of Hawaii on all islands.

SMCA have some major concerns about the new language proposed to the Contractors Licensing Board for Incidental and Supplemental work (HAR section 16-77-34) as proposed.

SMCA strongly recommends the following revisions for the Contractors License Board to adopt for HAR Section 16-77-34.

HAR 16-77-34

\*§ 16-77-34 Work incidental and supplemental. (a) "Incidental and supplemental work" is defined as work in ~~[other trades]~~ any specialty classification that a contractor is not licensed to perform and that is subordinate to, directly related to, and necessary for the completion of ~~[the project undertaken by a licensee pursuant to the scope of the licensee's license]~~ the specialty work that the contractor is licensed to perform.

(b) To qualify as incidental and supplemental work, ~~[that work]~~ the total combined value or extent of all incidental and supplemental work <sup>(1)</sup> must also represent less than a majority of the value or extent of specialty work that the contractor is licensed to perform, as measured in relation to the total cost or extent of the specialty work that the contractor is licensed to perform.

(c) For purposes of this section, ~~["majority" means any amount equal to or greater than]~~ the term "less than a majority" means any amount less than <sup>(2)</sup> fifty percent.

(d) For purposes of this section, incidental and supplemental work is intended to provide specialty contractors with a limited ability to perform work outside their license scope that has a minor role, and shall be narrowly interpreted so as to not contravene the overarching purpose of HRS 444 of protecting the welfare and safety of the general public<sup>(3)</sup>.

Footnotes.

<sup>(1)</sup> Add new language clarifying that the limitation on incidental and supplemental work applies to the total combined value or extent of all incidental and supplemental work, and not individually for each craft or trade being performed as incidental and supplemental work.

<sup>(2)</sup> Clarifies the language to simplify the incidental and supplemental threshold term "less than a majority".

<sup>(3)</sup> Add new language that states the incidental and supplemental work shall have a minor role and that the exception must be narrowly interpreted to preserve the overall intent of HRS 444, as referenced in the DC50 Supreme Court ruling.

Other:

This change will clarify that the maximum percentage of incidental and supplemental work that can be done by a specialty contractor is 50% of the value or extent of work the specialty contractor is licensed to perform. Effectively, this language would require that specialty contractors perform a minimum of 66.67% percentage of work on their project pursuant to their license. The remaining percentage can be performed as incidental and supplemental work, provided that it meets the requirements of being subordinate to, directly related to, and necessary for the completion of the specialty contractor's work.

Example: A specialty contractor gets a project with a value of \$300,000. If the specialty contractor's portion of the work is \$200,000, then the maximum incidental and supplemental work that can be performed by that contractor is 50% of \$200,000, or \$100,000.

Mahalo,



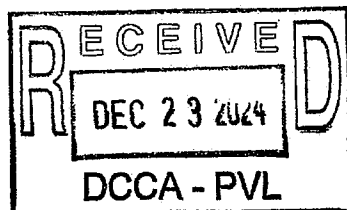
Kevin Hirayama, Executive Director

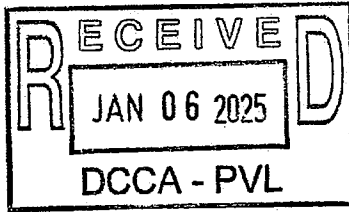
Sheet Metal Contractors Association (SMCA)

Sheet Metal Air Conditioning National Association Hawaii Chapter (SMACNA Hawaii)

1088 Bishop St #609

Honolulu, HI 96813





Testimony of  
Pacific Resource Partnership

Contractors License Board  
State of Hawai'i  
Jerry Nishek, Chair  
John Polischeck, Vice Chair

Proposed Amendments to HAR Section 16-77-34 – Redefining “Incidental and Supplemental work”  
Monday, January 6, 2025

Dear Chair Nishek, Vice Chair Polischeck, and Members of the Board,

Pacific Resource Partnership (PRP) is providing comments to the proposed amendments to Hawai'i Administrative Rules (HAR) §16-77-34 regarding the definition of “incidental and supplemental” work after receiving a request from the CLB to submit suggested language for consideration.

PRP represents more than 6,000 of Hawai'i's unionized carpenters and over 250 general contractors, collaborating with them to support economic growth, workforce development, public safety, and quality in construction practices.

Respectively, the proposed amendment is unnecessary and could undermine the clarity and stability of the regulatory framework governing contractor classifications. Below are PRP's key reasons for opposing this amendment:

1. **Consistency with Established Law:** The current definition of “incidental and supplemental” work under HAR §16-77-34 aligns with Hawai'i Supreme Court rulings in *Okada Trucking Co. v. Board of Water Supply and District Council 50 v. Lopez (Aloha Glass)*. The Board's 2013 Final Decision following these rulings provides a clear and legally sound framework. Amending the rule risks creating unnecessary confusion and legal challenges.
2. **Established Case-by-Case Process:** The Board's case-by-case approach—as affirmed in its 2013 Final Decision — ensures a balanced consideration of factors such as cost, extent, and subordination of the work. This nuanced approach is preferable to a rigid, overly prescriptive rule that may fail to address the complexities of real-world construction projects.
3. **Public Safety and Regulatory Certainty:** Maintaining the current rule preserves the overarching purpose of Hawai'i Revised Statutes (HRS) Chapter 444: protecting public safety by ensuring that only qualified contractors perform specialized work. Any changes to the definition could inadvertently weaken these protections and introduce ambiguity into enforcement.




**(Continued From Page 1)**

4. **Support for Industry Stability:** The construction industry thrives on regulatory predictability. The proposed amendment could disrupt this stability, creating uncertainty for contractors and other critical stakeholders.
5. **Alignment with Industry Input:** The current language reflects extensive consultation with industry stakeholders, so it is prudent to retain a definition that has broad industry support and aligns with judicial interpretations.

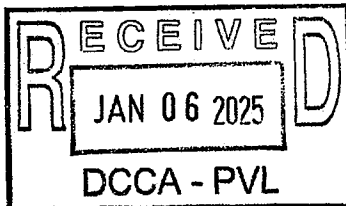
In conclusion, PRP urges the Board to preserve the existing definition of "incidental and supplemental" work under HAR §16-77-34. The current framework upholds legislative intent, protects public safety, and supports industry stability.

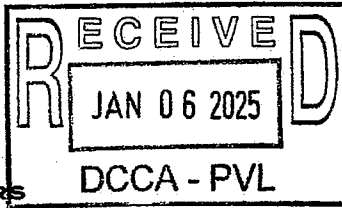
Mahalo for considering our testimony. We appreciate your commitment to Hawai'i's construction industry and the communities it serves.

Respectfully,  
Andrew Pereira  
Director of Public Affairs



Pacific Resource Partnership  
*"People, Relationships, Promise"*





January 6, 2025

TO: JERRY NISHEK, CHAIR, JOHN POLISCHECK, VICE CHAIR,  
CONTRACTORS LICENSE BOARD

SUBJECT: COMMENTS ON PROPOSED AMENDMENT TO HAR SECTION 16-77-34

Dear Chair Nishek, Vice Chair Polisccheck and Members of the Committee,

The General Contractors Association of Hawaii (GCA) is an organization comprised of approximately five hundred (500) general contractors, subcontractors, and construction related firms. The GCA was established in 1932 and is the largest construction association in the State of Hawaii. Our mission is to elevate Hawaii's construction industry and strengthen the foundation of our community.

GCA provides comments to the proposed amendments to HAR section 16-77-34 regarding the definition of "incidental and supplemental" work. The GCA received a request from the Contractors License Board to submit suggested language for their consideration regarding the Board's proposed amendments to HAR section 16-77-34.

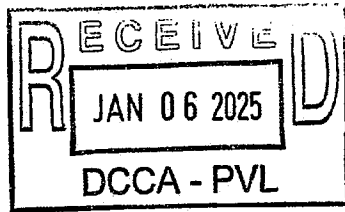
The Contractors License Board previously underwent the adoption of administrative rules to align the definition of "incidental and supplemental" with the District 50 vs Lopez decision. These rules intimately involved input from the construction industry and was recommended after unanimous approval by the Contractors License Board. The GCA supported those proposed rules and believes those rules concisely conforms to the Supreme Court's holding in the DC 50 case and the Board's Final Order Upon Remand, dated October 18, 2013.

After careful consideration, the GCA suggests the language unanimously approved by the CLB in 2017:

§16-77-34 Work incidental and supplemental. (a) "Incidental and supplemental" is defined as work in other trades that is subordinate to, directly related to, and necessary for the completion of the [project undertaken by a licensee pursuant to] work of greater importance that is within the scope of the licensee's license (i.e., the primary work the contractor is licensed to perform).

(b) In addition to subsection (a), to qualify as incidental and supplemental, that work must also represent less than a majority of the project (as measured in relation to the project's total cost or extent of the work).

(c) For purposes of this section, "majority" means any amount greater than fifty per cent.



For clarification purposes, GCA removed the word “specialty” in subsection (a) in order to avoid confusing parties, mainly agencies, as to who can perform incidental and supplemental work and its application to specialty contractors as well as general contractors under their automatic “C” specialty licenses in accordance with Section 444-7, Hawaii Revised Statutes. Thus, GCA made the following change:

- (a) “Incidental and Supplemental” . . . (i.e. the primary work the [specialty] contractor is licensed to perform).

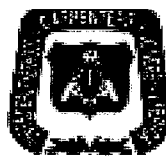
### **Background regarding Incidental and Supplemental**

Due to the Okada Trucking ruling in 2002, the term incidental and supplemental has been a topic of much debate in disputes regarding jurisdiction and the performance of work by a general contractor or a specialty contractor. Most recently this issue has been highlighted in the DC 50 case which underwent two requests for certiorari by the Hawaii Supreme Court and was sent back to the Board for clarification and implementation. Since then, there have been legislative proposals at the Hawaii State Legislature attempting to “quantify” what incidental and supplemental is in reference to; many times these proposals present a flawed analysis for an already complicated field of construction.

Incidental and supplemental is *currently* defined in Hawaii Administrative Rules 16-77-34 as “work in other trades directly related to and necessary for the completion of the project undertaken by a licensee pursuant to the scope of the licensee’s license.” The Board is attempting to formalize its Final Order upon Remand by amending the administrative rules as proposed and attempting to conform what the law has always been, recognizing the ability of the general contractor and subcontractor to perform work in which they are properly licensed to do. In the DC 50 case, the *Board’s Final Order Upon Remand* (October 18, 2013) said,

“[b]ased on the Court’s explanation, the Board reaffirms its longstanding interpretation that “A” general engineering and “B” general building contractors who hold specialty contractor’s licenses that were automatically provided under HAR chapter 16-77 (such as a C-5 specialty contractor license), or obtained on their own, may perform other specialty contracting work that is ‘incidental and supplemental’ to the licensed specialty contracting work. In other words, general contractors are not prohibited under *Okada Trucking* from performing specialty contracting work outside of their specialty contractor licenses when that work is incidental and supplemental to work within the scope of their specialty contractor licenses. *Order* at 6.”

Failed proposals introduced at the legislature attempting to amend what incidental and supplemental means haphazardly attempted to define the term by quantifying “incidental and supplemental” with a percentage. The Board has acknowledged in its Final Order Upon Remand, in subsequent court filings, and scope determinations that the Board will review inquiries **on a case by case basis** and apply a test that will consider whether such work is less than a majority of the project and is subordinate and in addition to licensed work of greater importance.

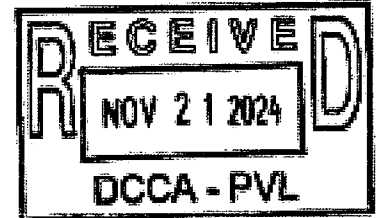


# HAWAII REGIONAL COUNCIL OF CARPENTERS

November 22, 2024

**TO:** Jerry Nishek, Chair  
John Polischeck, Vice-Chair  
Contractors License Board

**FROM:** Mitchell Tynanes  
Market Development  
Hawaii Regional Council of Carpenters



**SUBJECT:** Opposition to Proposed Amendment to HAR section 16-77-34

Dear Chair Nishek, Vice Chair Polischeck and Members of the Committee,

My name is Mitchell Tynanes writing on behalf of the Hawaii Regional Council of Carpenters, and we are opposed to the proposed amendments to HAR section 16-77-34 regarding the definition of "incidental and supplemental" work.

There is no compelling reason to redefine "incidental and supplemental" work. The Hawaii Supreme Court interpreted "incidental and supplemental" to mean *less than a majority* in the case District Council 50 v. Lopez, 129 Hawaii 281, 298 P.3d 1045 (2013) (emphasis added). The Contractors License Board then developed an industry standard that complies with the court's order. The current definition of "incidental and supplemental" as defined by the Contractors License Board's (hereinafter "Board") standard has been subsequently upheld by the circuit court and Intermediate Court of Appeals.

The Board adopted administrative rules to align the definition of "incidental and supplemental" with the District 50 vs Lopez decision and unanimously determined that to qualify as "incidental and supplemental" work, that work must be subordinate to, directly related to, and necessary for the completion of the work of greater importance that is within the scope of the licensee's license (i.e., the primary work the specialty contractor is licensed to perform), and that work must represent less than fifty percent of the project (as measured in relation to the project's total cost or extent).

The Board's interpretation of "incidental and supplemental" work in its Board's Final Order (BFO) has subsequently been upheld by the circuit court and the Hawaii Intermediate Court of Appeals. Furthermore, in May 2016, the Hawaii Supreme Court rejected a petition for writ of certiorari that challenged the BFO. Thus, the BFO is the current standard in the construction

## STATE HEADQUARTERS & BUSINESS OFFICES

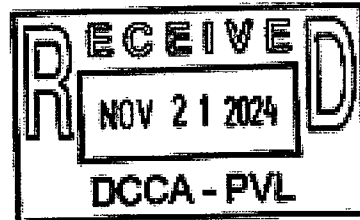
**HONOLULU:** 1311 Houghton Eng Street, Honolulu Hawaii 96817-2712 • Ph. (808) 847-5761 Fax (808) 440-9108  
**HILO OFFICE:** 525 Kāhuna Avenue, Room 205, Hilo, Hawaii 96720-3050 • Ph. (808) 935-8575 Fax (808) 935-0576  
**KEAHOE OFFICE:** 75-126 Lunalilo Road, Keahe, Hawaii 96748-2156 • Ph. (808) 329-7355 Fax (808) 326-0376  
**MAUI OFFICE:** 330 Hineshale Street, Wāhiale, Maui 96793-1449 • Ph. (808) 242-6891 Fax (808) 242-5961  
**KAHUI OFFICE:** Kahui Medical Ctr Bldg, 3-3195 Kahui Hwy, Suite 207, Lihou, Kauai 96766-1062 • Ph. (808) 245-8511 Fax (808) 245-8911



industry. Since October 2013, the Board has consistently applied this standard to numerous scope of work inquiries.

**There is no compelling reason to revise the definition of "incidental and supplemental" work.**

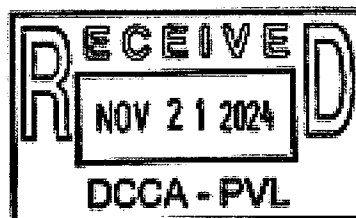
Mahalo for the opportunity to testify in opposition to the proposed amendments and for your consideration of our testimony.



# CONTRACTORS ASSOCIATION OF KAUAI

4231 Ahukini Road • Lihue, Kauai, Hawaii 96766

Phone: (808) 246-2662 • Fax: (808) 246-8642



November 21, 2024

## Testimony from the Contractors Association of Kauai Relating to Proposed Amendment to HAR Section 16-77-34

Chair Jerry Nishek and Members of the Contractors Licensing Board:

The Contractors Association of Kauai (CAK), a hundred member Kauai based construction trade association comprised of licensed contractors, suppliers and businesses affiliated with the construction industry is submitting testimony in OPPOSITION of the proposed draft amendment to HAR Section 16-77-34.

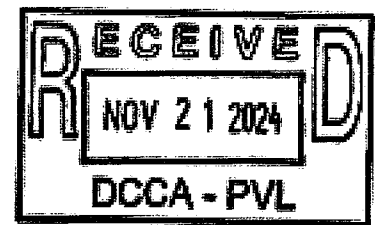
The association solicited input from our licensed contractor members and the overwhelming response was to oppose this amendment. They do NOT believe there is a compelling reason to change the HAR language regarding the definition of "incidental and supplemental" work.

Thank you for this opportunity to respond to the draft document and to provide testimony opposing this amendment.



**GENERAL  
CONTRACTORS  
ASSOCIATION  
OF HAWAII**

November 22, 2024



**TO: JERRY NISHEK, CHAIR, JOHN POLISCHECK, VICE CHAIR,  
CONTRACTORS LICENSE BOARD**

**SUBJECT: OPPOSITION TO PROPOSED AMENDMENT TO HAR SECTION 16-77-  
34**

Dear Chair Nishek, Vice Chair Polischek and Members of the Committee,

The General Contractors Association of Hawaii (GCA) is an organization comprised of approximately five hundred (500) general contractors, subcontractors, and construction related firms. The GCA was established in 1932 and is the largest construction association in the State of Hawaii. Our mission is to elevate Hawaii's construction industry and strengthen the foundation of our community.

GCA is opposed to the proposed amendments to HAR section 16-77-34 regarding the definition of "incidental and supplemental" work.

The GCA opposes the proposed amendment because "incidental and supplemental" work has already been defined by the Contractors License Board and there is no compelling reason that the definition needs to be altered. "Incidental and supplemental" work that specialty contractors can perform has already been established by the Hawaii Supreme Court in District Council 50 v. Lopez, 129 Hawaii 281, 298 P.3d 1045 (2013). The court interpreted "incidental and supplemental" to mean less than a majority. The Contractors License Board then developed an industry standard that complies with the court's order. The Contractors License Board standard has been subsequently upheld by the circuit court and ICA.

The Contractors License Board underwent the adoption of administrative rules to align the definition of "incidental and supplemental" with the District 50 vs Lopez decision. These rules intimately involved input from the construction industry and was recommended after unanimous approval by the Contractors License Board.

The proposed measure attempts to clarify "incidental and supplemental" work, but it is already understood that "incidental and supplemental" applies to specialty work. This definition has been thoroughly debated and adopted after years of discussion. However, these proposed amendments received different interpretations by industry professionals within the GCA. This could lead to unintended consequences that would ultimately raise the cost of construction and lead to protests.

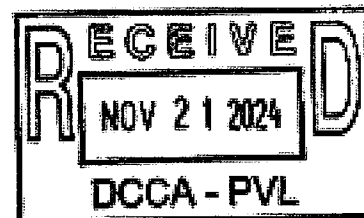
Thank you for the opportunity to testify in opposition to the proposed amendments.

# ***SAH - Subcontractors Association of Hawaii***

*Century Square – 1188 Bishop St., Ste.1003 Honolulu, HI 96813-3304*

*Phone: (808) 537-5619 Fax: (808) 533-2739*

November 22, 2024



**TESTIMONY TO:** Contractors License Board  
Jerry Nishek, Chair  
Department of Commerce and Consumer Affairs

**PRESENTED BY:** Tim Lyons, CAE  
President

**SUBJECT:** Proposed Hawaii Administrative Rule Change  
Section 16-77-34

Chair Nishek and Members of the Contractors License Board:

I am Tim Lyons, President of the Subcontractors Association of Hawaii, an organization that represents the following ten (10) specialty trade Associations. They include:

HAWAII ARCHITECTURAL GLASS AND METAL ASSOCIATION

HAWAII FLOORING ASSOCIATION

ROOFING CONTRACTORS ASSOCIATION OF HAWAII

HAWAII WALL AND CEILING INDUSTRIES ASSOCIATION

ELECTRICAL CONTRACTORS ASSOCIATION OF HAWAII

TILE CONTRACTORS PROMOTIONAL PROGRAM

PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION OF HAWAII

SHEETMETAL AND AIR CONDITIONING NATIONAL CONTRACTORS ASSOCIATION OF HAWAII

PAINTING AND DECORATING CONTRACTORS ASSOCIATION

PACIFIC INSULATION CONTRACTORS ASSOCIATION

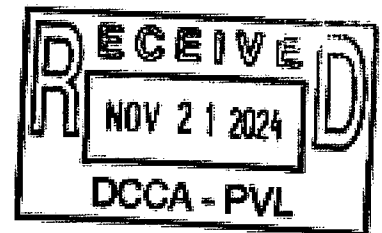
We partially support this amendment.

We have reviewed the amendment as notified on the agenda and at the very outset, we would like to congratulate the Board for tackling this "thorny" issue. We realize that it has been under a long time discussion frame and we appreciate the many hours of thought that have gone into it by both Board Members and industry.

We do believe however that the Board, contractors and the consuming public would be far better off in adopting your Section 16-77-34, Subsection (a) as a single item. In other words, we would prefer to see Subsections (b) and (c) deleted.

We are of the opinion that Subsection (a) correctly surmises the situation and allows for the best interpretation of the law. Further, we believe Subsection (b) and (c) only serve to confuse the issue further and we think your adoption will be ill-advised. Again, we realize that this is a very confusing area of the law which has a hard time being compatible with the actual practices in the industry.

Thank you.



**Candace MY. Ito**

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**From:** Dean Nagatoshi <dean@pdcahawaii.org>  
**Sent:** Thursday, November 21, 2024 2:37 PM  
**To:** DCCA Contractor  
**Subject:** [EXTERNAL] Proposed Amendment to HAR section 16-77-34  
**Attachments:** HAR 16-77-34 DRAFT\_10.25.24.pdf

**CAUTION:** This email originated from outside of Hawaii State Gov't / DCCA. Do not click links or open attachments unless you recognize the sender and are expecting the link or attachment.

Hi Candace,

Please find the attached draft of the above subject Amendment for reference.

The following amended language is acceptable.

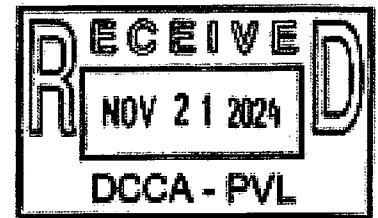
16-77-34 Work incidental and supplemental. (a) "incidental and supplemental work" is defined as work in any specialty classification that a contractor is not licensed to perform and that is subordinate to, directly related to, and necessary for the completion of specialty work that the contractor is licensed to perform.

The additional language in (b) and (c) is not acceptable.

Thank you.

Dean M. Nagatoshi  
*Executive Director*

*PDCA of Hawaii*  
*PO Box 22597*  
*Honolulu, Hawaii 96823-2597*  
*Ph. 808-479-6825*  
[dean@pdcahawaii.org](mailto:dean@pdcahawaii.org) | [pdcahawaii.org](http://pdcahawaii.org)



NOVEMBER 22, 2024

TO: JERRY NISHEK, CHAIR, JOHN POLISCHEK, VICE CHAIR,  
CONTRACTORS LICENSE BOARD

SUBJECT: OPPOSITION TO PROPOSED AMENDMENT TO HAR SECTION 16-77-  
34

Dear Chair Nishek, Vice Chair Polischek and Members of the Committee,

The Hawaii Island Contractors' Association (HICA) is an organization comprised of approximately one hundred (100) general contractors, subcontractors, and construction related firms. The HICA was established in 1958 and was formed to serve the needs of the building and construction industry of the entire Island of Hawaii.

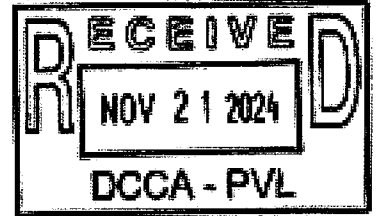
HICA is opposed to the proposed amendments to HAR section 16-77-34 regarding the definition of "incidental and supplemental" work.

The HICA opposes the proposed amendment because "incidental and supplemental" work has already been defined by the Contractors License Board and there is no compelling reason that the definition needs to be altered. "Incidental and supplemental" work that specialty contractors can perform has already been established by the Hawaii Supreme Court in District Council 50 v. Lopez, 129 Hawaii 281, 298 P.3d 1045 (2013). The court interpreted "incidental and supplemental" to mean less than a majority. The Contractors License Board then developed an industry standard that complies with the court's order. The Contractors License Board standard has been subsequently upheld by the circuit court and ICA.

The Contractors License Board underwent the adoption of administrative rules to align the definition of "incidental and supplemental" with the District 50 vs Lopez decision. These rules intimately involved input from the construction industry and was recommended after unanimous approval by the Contractors License Board.

The proposed measure attempts to clarify "incidental and supplemental" work, but it is already understood that "incidental and supplemental" applies to specialty work. This definition has been thoroughly debated and adopted after years of discussion. However, these proposed amendments received different interpretations by industry professionals within the GCA. This could lead to unintended consequences that would ultimately raise the cost of construction and lead to protests.

Thank you for the opportunity to testify in opposition to the proposed amendments.



Testimony of  
Pacific Resource Partnership

Contractors License Board  
State of Hawai'i  
Jerry Nishek, Chair  
John Policheck Jr., Vice Chair

**Proposed Amendments to HAR Section 16-77-34 – Redefining “Incidental and Supplemental work”  
Friday, November 22, 2024**

Aloha Chair Nishek, Vice Chair Policheck Jr., and Members of the Board,

Pacific Resource Partnership (PRP) represents the Hawai'i Regional Council of Carpenters, comprising over 6,000 union members and more than 250 general contractors. Our mission is to strengthen Hawai'i's construction industry and promote fair and effective policies that benefit our workforce and community.

PRP strongly opposes the proposed amendments to HAR Section 16-77-34, which seek to redefine the term “incidental and supplemental” work.

This definition has already been well-established by the Hawai'i Supreme Court in *District Council 50 v. Lopez* (2013) and reinforced by the Contractors License Board through a transparent process involving industry input. The current standard, based on these rulings, provides clear guidance that maintains industry stability and ensures consistency.

The proposed changes introduce ambiguity and differing interpretations, which could lead to unintended consequences such as increased construction costs, project delays, and potential disputes. These outcomes would undermine one of Hawai'i's main economic drivers – the construction sector and, more importantly, hamper the building of affordable and workforce housing – initiatives that are crucial for addressing our state's housing crisis.

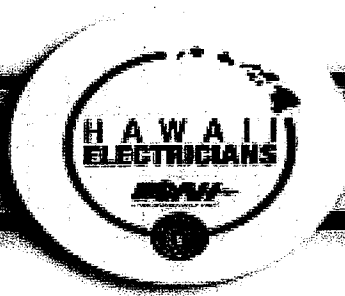
We respectfully urge the Board to reject the proposed amendments and maintain the current, well-defined standard for “incidental and supplemental” work.

Mahalo for the opportunity to submit written testimony.

Andrew Pereira  
Director of Public Affairs

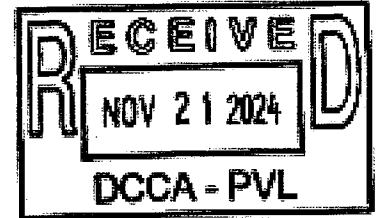






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November 21, 2024



State of Hawaii Contractors License Board  
Jerry Nishek, Chairperson  
John Policheck, Jr., Vice Chairperson  
Members of the Board

RE: Meeting on November 22, 2024, Agenda Item – Hawaii Administrative Rules

Dear Chair Nishek, Vice Chair Policheck, Jr., and Members of the Board:

Hawaii Electricians Market Enhancement Program (HEMEP) appreciates the work the Contractor's License Board (CLB) is doing to help clarify "incidental and supplemental" work in light of the court's decision in DC50 v. Lopez (2013).

At times, inaccurate interpretations *in the field* have resulted in "less than the majority" being construed as less than 50% of the total project. We support the CLB in clarifying that it is only intended to be "less than the majority" of the specialty work that a specialty contractor is performing; provided that it first be determined as "subordinate to", "directly related to", and "necessary for the completion", and specifically of the work of that specialty contractor.

HEMEP has concerns about Paragraph (a), and the use of the words "any specialty classification that the contractor is not licensed...", because this could have unintended consequences *in the field* by being interpreted too broadly, and having specialty contractors stretch the limits of "subordinate to, directly related to, and necessary", being applied to "any" other specialty licenses. HEMEP recommends keeping the language "other trades" or amending as "limited other specialty work...". Placing a defined limit allows the contractor industry to recognize initial limitations and allows the CLB to continue to have discretion in what work meets all the elements of incidental and supplemental.

We look forward to this continuing process and offer any assistance the CLB requests. Thank you for accepting this testimony.

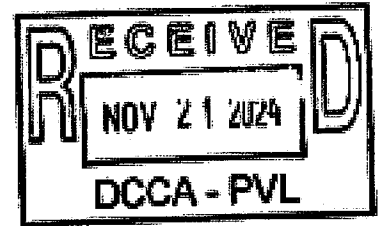
Respectfully Submitted,

Ryan Takahashi  
Director of Compliance



November 21, 2024

Contractors License Board  
P.O. Box 3469  
Honolulu, HI 96801  
Via contractor@dcca.hawaii.gov



Re: Definition of "Incidental and Supplemental" Work – HAR section 16-77-34

Aloha Contractors License Board members,

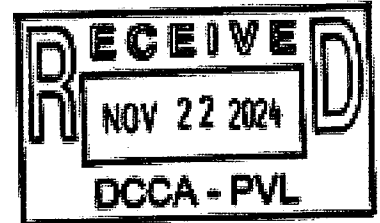
My name is Kevin Hirayama, Executive Director of the Sheet Metal Contractors Association (SMCA). SMCA represents more than 30 union contractors in the State of Hawaii on all islands.

SMCA have some major concerns about the new language proposed to the Contractors Licensing Board for Incidental and Supplemental work (HAR section 16-77-34) as proposed.

We would propose that that Contractors License Board remove "B and C" for the proposed amendment to HAR Section 16-77-34.

Mahalo,

Kevin Hirayama, Executive Director  
Sheet Metal Contractors Association (SMCA)  
Sheet Metal Air Conditioning National Association Hawaii Chapter (SMACNA Hawaii)  
1088 Bishop St #609 Honolulu, HI 96813



**STATE CONTRACTORS LICENSE BOARD**  
Professional & Vocational Licensing Division  
Department of Commerce and Consumer Affairs  
Friday, November 22, 2024  
9:00 A.M.

**RE: Opposition to Proposed Amendment to HAR Section 16-77-34**

Chair Nisek, Vice Chair Polischeck, and Members of the Board:

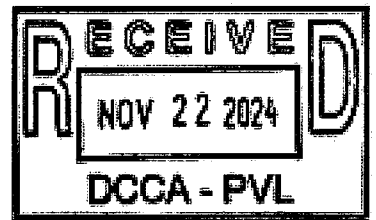
My name is Roseann Freitas, Chief Executive Officer of the Building Industry Association of Hawaii (BIA Hawaii). Chartered in 1955, the Building Industry Association of Hawaii is a professional trade organization affiliated with the National Association of Home Builders, representing the building industry and its associates. BIA-Hawaii takes a leadership role in unifying and promoting the interests of the industry to enhance the quality of life for the people of Hawaii. Our members build the communities we all call home.

BIA Hawaii is opposed to the proposed amendments to HAR section 16-77-34 regarding the definition of "incidental and supplemental" work.

BIA Hawaii echoes the comments and concerns expressed by the General Contractors Association of Hawaii (GCA). "Incidental and supplemental" work has already been defined by the Contractors License Board and there is no compelling reason that the definition needs to be altered. "Incidental and supplemental" work that specialty contractors can perform has already been established by the Hawaii Supreme Court in District Council 50 v. Lopez, 129 Hawaii 281, 298 P.3d 1045 (2013). The court interpreted "incidental and supplemental" to mean less than a majority. The Contractors License Board then developed an industry standard that complies with the court's order. The Contractors License Board standard has been subsequently upheld by the circuit court and ICA.

Further, BIA Hawaii fears that the proposed amendments could be interpreted differently than intended by the Board and thus have the unintended consequence of making residential home construction more costly and putting home ownership out of the reach of more local families. The Board has not been presented with any compelling data-supported reason to change the current language of HAR section 16-77-34 that has been thoroughly vetted over time by both the CLB and the Courts. For these reasons, BIA Hawaii asks the Board to refrain from moving forward with the proposed measure.

Thank you for the opportunity to testify in opposition to the proposed amendments.



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**CONTRACTORS LICENSE BOARD  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII**

In the Matter of the Petition for Declaratory Relief

of

**DISTRICT COUNCIL 50 OF THE  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES and ALOHA GLASS  
SALES & SERVICE, INC.,**

Petitioner.

CLB-DR-2006-2

BOARD'S FINAL ORDER UPON  
REMAND; EXHIBITS "A" AND "B"

DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
2006 OCT 22 AM 10:06

**BOARD'S FINAL ORDER UPON REMAND**

**I. INTRODUCTION**

On or about March 24, 2006, DISTRICT COUNCIL 50 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES and ALOHA GLASS SALES & SERVICE, INC. (collectively, "DC 50") filed a Petition for Declaratory Ruling ("Petition") with the CONTRACTORS LICENSE BOARD ("Board"). The Petition centered around the 2005 award of a contract by the State of Hawaii ("State") to Allied Pacific Builders, Inc. ("Allied Pacific") to renovate the Lanakila Elementary School ("the Project"). Part of the Project involved the installation of 10,390 vinyl slats and 476 aluminum jalousie windows in 33 classrooms and 4 bathrooms, and DC 50 contested the award because Allied Pacific: (1) was licensed as a "B" general building contractor with a C-5 Cabinet, millwork, and carpentry remodeling and repairs contractor's license<sup>1</sup>; (2) did not possess a C-22 Glazing and tinting contractor's license<sup>2</sup>; and (3)

<sup>1</sup> Pursuant to Exhibit "A" of Hawaii Administrative Rules ("HAR") chapter 16-77, the scope of the C-5 Cabinet, millwork, and carpentry remodeling and repairs specialty contractor is as follows:

HEREBY CERTIFY THAT THE ATTACHED  
IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN THE DEPARTMENT  
OF COMMERCE & CONSUMER AFFAIRS.

*[Handwritten Signature]*

did not list a subcontractor with a C-22 license in its bid. DC 50 asserted that under the Hawaii Supreme Court's decision in Okada Trucking Co., Ltd. v. Board of Water Supply, 97 Haw 450, 40 P.3d 73 (2002), a "B" general building contractor cannot engage in "incidental and supplemental" work in trades or crafts in which it is not licensed, and the Petition sought a ruling that a "B" general building contractor cannot use its C-5 specialty contractor's license to engage in work requiring a C-22 specialty contractor's license.

At its April 21, 2006 meeting, the Board voted to refer the Petition to the Office of Administrative Hearings at the Department of Commerce and Consumer Affairs ("DCCA") to conduct a hearing on the matter.

On October 23, 2006, the Administrative Hearings Officer ("Hearings Officer") issued his Findings of Fact, Conclusions of Law, and Recommended Order ("HORO") in the matter. The Hearings Officer reviewed the scope of the C-5 license and the definition of the term "incidental and supplemental" in HAR section 16-77-34<sup>1</sup>. The Hearings Officer determined that HAR section 16-77-34 does not define "incidental and supplemental" in terms of either the

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"To install cabinets, cases, sashes, doors, trims, or nonbearing partitions that become a permanent part of structure, and to remodel or make repairs to existing buildings or structures, or both; and to do any other work which would be incidental and supplemental to the remodeling or repairing. The repairs, carpentry work, or remodeling shall include the installation of window shutters, garage doors, bifold, and shutter doors; and the installation of manufactured sidings and any other work that would not involve changes or additions to the building's or structure's basic components such as, but not limited to, foundations, beams, rafters, joists, or any load bearing members or sections." (Emphasis added).

<sup>2</sup> Pursuant to Exhibit "A" of HAR chapter 16-77, the scope of a C-22 Glazing and tinting specialty contractor is as follows:

"To glaze or tint frames, panels, sash, and doors. To assemble and install window wall and curtain wall, shower doors, tub enclosures, mirrors, metal windows and screens, metal sliding doors, metal jalousies, store front metal and trim, plastics, tempered glass doors; including items such as frames and hardware and any allied products not state above but affiliated with the glass and glazing industry."

<sup>3</sup> Under HAR section 16-77-34, the term "incidental and supplemental" is defined as "work in other trades directly related to and necessary for the completion of the project undertaken by a licensee pursuant to the scope of the licensee's license." (Emphasis added).

extent or the cost of the work involved. See, page 4 of the HORO. After reviewing the scope of the jalousie window work on the Project, the Hearings Officer concluded that "the jalousie window replacement work [was] related to and necessary for the completion of the renovation work and as such, [was] therefore incidental and supplemental to the completion of the Project". See, page 4 of the HORO.

The Hearings Officer further determined that the jalousie window replacement work could be undertaken by either a C-22 specialty contractor or a C-5 specialty contractor; provided that the jalousie window work performed by a C-5 specialty contractor was "incidental and supplemental" to the renovation work for which the C-5 specialty contractor was licensed to perform. See, page 5 of the HORO. Accordingly, the Hearings Officer recommended that the Board deny DC 50's request for a declaration that a "B" general building contractor cannot use its C-5 specialty contractor's license to engage in work requiring a C-22 specialty contractor's license. See, page 6 of the HORO.

DC 50 filed exceptions to the HORO on November 9, 2006, and the State filed a statement in support of the HORO on November 29, 2006.

On January 19, 2007, the parties presented oral argument to the Board. After careful consideration, the Board voted to adopt the HORO as the Board's Final Order.

On February 16, 2007, DC 50 filed its Notice of Appeal of the Board's Final Order to the Circuit Court.

On September 12, 2007, the Circuit Court issued its "Decision and Order Affirming Board's Final Order, Filed January 22, 2007" ("CC Order"). The Court determined that the Okada Trucking case did not apply to DC 50's appeal, the Board has the authority to decide the scope of licensing under the C-5 and other specialty contractor classifications, and the Board has

consistently found that where a job requiring renovation work includes jalousie window work, the jalousie window work falls within the term "incidental and supplemental". See, page 3 of the CC Order. Furthermore, under existing case law, the Court deferred to the Board's determination of the scope of work that licensed general and specialty contractors may perform. Id. Thus, the Court held that there was nothing to prohibit the Board from determining that jalousie window work representing 20 to 25% of the total project<sup>4</sup> meets the definition of "incidental and supplemental" under HAR section 16-77-34, and affirmed the Board's Final Order. See, pages 3 and 4 of the CC Order.

On September 25, 2007, DC 50 appealed the CC Order to the Intermediate Court of Appeals ("ICA").

The ICA issued its memorandum opinion on July 26, 2012, and determined that DC 50 did not demonstrate how the Hearings Officer's or Board's application of the "incidental and supplemental" provision to the jalousie window work in question was clearly erroneous or inconsistent with the underlying legislative purpose. See, District Council 50 v. Lopez, 128 Hawai'i 128, \*3, 284 P.3d 221, \*3 (Haw. App. 2012). Accordingly, the ICA concluded that the Circuit Court did not err in affirming the Board's Final Order. Id.

DC 50 filed an application for writ of certiorari with the Hawaii Supreme Court ("Supreme Court") on October 18, 2012. The Supreme Court accepted certiorari.

On April 17, 2013, the Supreme Court issued its Opinion and determined that the Board's decision was not inconsistent with the Okada Trucking decision. See, District Council 50 v. Lopez, 129 Hawai'i 281, 287, 298 P.3d 1045, 1051 (2013). However, the Court also determined that the Board's interpretation of "incidental and supplemental" was plainly erroneous under

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<sup>4</sup> The Court noted that while there is no specific finding to that effect, the record contained DC-50's own estimate that the jalousie window work represented 20 to 25% of the total project. See, page 4 of the CC Order.



HRS section 444-8(c) and was inconsistent with the Legislature's underlying purpose. Id. at 289, 298 P.3d at 1053. Thus, the Court vacated the judgment of the Circuit Court and ICA, and remanded the case back to the Board "to reconsider whether the jalousie window work qualified as 'incidental and supplemental' to the Project in light of the cost and extent of work involved". Id. at 292, 298 P.3d at 1056.

## II. BOARD'S FINAL ORDER UPON REMAND

The Board discussed the Supreme Court's Opinion at its May 17 and July 19, 2013 meetings. Counsel for DC 50 was present at the July 19, 2013 meeting and provided comments to the Board. After careful consideration, the Board voted unanimously as follows:

### A. Performance of "Incidental and Supplemental" Work by General Contractors

In its decision, the Supreme Court disagreed with DC 50's assertion that the Okada Trucking case prohibited general contractors from engaging in "incidental and supplemental" work in trades or crafts in which they are not licensed because the Court recognized that general contractors also hold specialty contractor licenses. The Court explained that:

"Okada Trucking's holding dictates only that a general contractor may not engage in work requiring a specialty license that the general contractor does not hold. . . . We did not foreclose the possibility of a specialty contractor completing work falling outside of their specialty license if that work was incidental and supplemental to licensed work, as provided for by HRS [section] 444-8(c). Here, the Board concluded that the jalousie window work qualified as 'incidental and supplemental' to Allied Pacific's C-5 specialty license. Therefore, pursuant to the Board's interpretation, the jalousie window work could be completed under the C-5 specialty license, and did not require a C-22 specialty glaziers license. The Board's decision was based on Allied Pacific's status as a C-5 specialty license holder, and not its status as a general "B" contractor. Because the Board determined that Allied Pacific could complete the jalousie window work under its C-5 specialty license, its conclusion did not violate our holding in Okada Trucking."

Id. at 289, 298 P.3d at 1053 (emphases added).

Based on the Court's explanation, the Board reaffirms its longstanding interpretation that "A" general engineering and "B" general building contractors who hold specialty contractor's license(s) that were automatically provided under HAR chapter 16-77 (such as a C-5 specialty contractor's license), or obtained on their own, may perform other specialty contracting work that is "incidental and supplemental" to the licensed specialty contracting work. In other words, general contractors are not prohibited under Okada Trucking from performing specialty contracting work outside of their specialty contractor licenses when that work is "incidental and supplemental" to work performed within the scope of their specialty contractor licenses. In those situations, they are acting as specialty contractors and not as general contractors.

**B. New Test to Determine When Specialty Contracting Work is "Incidental and Supplemental"**

The Court's decision also reviewed the definition and Board's interpretation of the term "incidental and supplemental". After consulting Black's Law Dictionary, the Court determined that the ordinary meaning of "incidental and supplemental" is "subordinate to something of greater importance and supplying something additional" (emphasis added). Id. at 290, 298 P.3d at 1054. The Court continued:

"Applying the ordinary meaning of 'incidental and supplemental' to HRS [section] 444-8(c), it is apparent that the legislature meant to provide specialty contractors with a limited ability to perform work outside of their licensed specialty area. However, the 'incidental and supplemental' work must not make up the majority of the project, and must instead be 'subordinate' and in addition to licensed work of 'greater importance'".

Id. (emphasis added). With respect to the Board's interpretation of "incidental and supplemental", the Court commented that:

"The Board's interpretation of its rules provides no limitation on the amount of specialty work that may be completed as incidental and supplemental to C-5 licensed work. . . . For remodeling and repair projects falling under the purview of

a "B" general building contractor, the contractor may complete various types of work pursuant to its automatic C-5 specialty license. Under the Board's interpretation, if the contractor is qualified to complete some of the work under the C-5 license, the contractor may complete any other work that is 'related to and necessary for the completion of the project'".

Id. at 291, 298 P.3d at 1055 (emphases added). Thus, the Court concluded that:

"[T]he Board's expansive interpretation of the 'incidental and supplemental' exception creates a loophole for C-5 contractors to complete unlimited amounts of specialty work for which they do not hold the requisite specialty licenses. The Board's refusal to consider cost and extent of work when determining whether that work qualifies as 'incidental and supplemental' is plainly erroneous in light of the clear meaning of HRS [section] 444-8(c)."

Id. (emphases added). The Court further stated that:

"To protect the public health and safety, the Board's rules must ensure that fully qualified contractors are completing all major work involved in a particular project.

The Board's broad definition of 'incidental and supplemental' allows C-5 specialty contractors to complete substantial amounts of work for which they are unlicensed. A C-5 contractor may not possess the minimum level of expertise, experience, and training to complete this unlicensed work. If such work is poorly completed, it could present a grave risk to public health and safety. Because the Board's interpretation of 'incidental and supplemental' contravenes the manifest legislative purpose of the statute, it is entitled to no deference.

In creating the 'incidental and supplemental' provision in HRS [section] 444-8(c), the legislature crafted an exception for the completion of limited amounts of unlicensed work. This exception must be interpreted narrowly to preserve the statute's overarching purpose of protecting public safety by insuring that work is completed by fully competent contractors. In order to comply with this statutory provision, and the overall purpose of HRS chapter 444, the 'incidental and supplemental' exception to the C-5 license must be similarly limited. By allowing C-5 specialty contractors to complete all work related to and necessary for the completion of a renovation project, regardless of cost and extent, the Board is contravening the express purpose of HRS chapter 444."

Id. at 292, 298 P.3d at 1056 (emphasis in original and emphases added).

In light of the Supreme Court's Opinion, the Board acknowledges that the new test to determine whether specialty contracting work is "incidental and supplemental" requires a determination of whether such work is less than a "majority" of the project, and is "subordinate" and "in addition" to licensed work of "greater importance".

The Board notes that although the Court did not define the term "majority" in its decision, the term is generally defined in well accepted dictionaries as a number or percentage greater than half of a total. See, e.g., Black's Law Dictionary 1040 (9<sup>th</sup> ed. 2009). Consequently, the Board interprets the term "majority" in the Court's ruling to mean any amount greater than fifty per cent (50%).<sup>5</sup>

The Board also acknowledges the Court's requirement that the "cost and extent" of the other specialty contracting work must be considered when determining if such work is "incidental and supplemental".<sup>6</sup> As a result, the Board's consideration of the "cost and extent" of the other specialty contracting work will be factored into determining whether the work constitutes less than a "majority" of the project.<sup>7</sup>

With respect to the requirement that the other specialty contracting work be "subordinate" and in addition to licensed work of "greater importance", the Board notes that these terms do not appear to be compatible with the construction industry because one type of contracting work is normally not characterized as being more important than another type of

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<sup>5</sup> Even prior to the Supreme Court's Opinion, the Board (to the best of its recollection) has never allowed more than 50% of specialty contracting work outside of a specialty contractor's license to be considered "incidental and supplemental", and neither DC 50 nor the Court identified any contrary determination by the Board.

<sup>6</sup> The Board disagrees with the Court's assertion that the Board refuses to consider the cost and extent of work when making an "incidental and supplemental" determination. The Board notes that the "cost and extent" of the other specialty contracting work is always taken into consideration in determining whether work is "incidental and supplemental" as long as that information is provided to the Board. In many instances, scope of work questions submitted by project owners, homeowners, and even other contractors do not specify any dollar amounts or percentages of work, and the Board is left to make a determination solely on the limited information that is provided to it.

<sup>7</sup> See, footnote 6 above. The Board notes that if the cost and extent of work information is not provided, the Board will have to rely on its own expertise to determine the cost and extent of the work in question.

contracting work. Regardless, the Board determines that in general, the primary work involved on a construction project or in question will be considered to be of "greater importance" and other related work will be considered to be "subordinate".

The Board further notes that while the Court criticized the Board's application of the definition of "incidental and supplemental" in HAR section 16-77-34, the Court's decision did not expressly invalidate the Board's rule. Construing the Court's decision in conjunction with HAR section 16-77-34, the Board acknowledges that the other specialty contracting work must be "subordinate" and in addition to licensed work of "greater importance" and constitute less than a "majority" of the project under the Court's decision; however, the Board also agrees that such work must also be "directly related to and necessary for the completion of the project undertaken by a licensee pursuant to the scope of the licensee's license" under its rule.

In summary, the Board concludes that to qualify as "incidental and supplemental" work, that work must represent less than 50% of the project (as measured in relation to the project's total cost or extent), and the work must be subordinate to, directly related to, and necessary for the completion of the work of greater importance that is within the scope of the licensee's license (i.e., the primary work the specialty contractor is licensed to perform).

**C. Application of the New "Incidental and Supplemental" Test to the Lanakila Elementary School Project**

According to the record in this proceeding, the overall scope of the Project is only contained in the "Notice to Bidders" ("IFB") that DC 50 attached as Exhibit "2" to its Petition (which is attached to this "Board's Final Order Upon Remand" as Exhibit "A"), which provides in relevant part as follows:

**"LANAKILA ELEMENTARY SCHOOL  
RENOVATE AND PAINT VARIOUS BUILDINGS  
D.A.G.S. JOB NO.52-16-5581**

\* \* \*  
The work generally consists of replacement of windows, floor covering, tack boards, whiteboards, electrical light fixtures, switches, receptacles and cover plates, doors and door frames, finish hardware, termite damaged wood, gypsum wallboard partition, sinks and cabinets, re-keying of locks, interior and exterior painting, cast-in-place concrete repairs, concrete masonry, and some minor repair work."

See, attached Exhibit "A" (emphases added).

Based on the evidence presented by DC 50<sup>6</sup>, the Board again concludes, as it did in its original 2007 Board's Final Order, that the overall Project falls within the scope of the C-5 license<sup>9</sup> because it involves remodeling and repair work to existing buildings or structures, and appears to be non-structural. Thus, a "B" general building or a C-5 Cabinet, millwork, and carpentry remodeling and repairs specialty contractor is licensed to bid on and act as the primary contractor on this renovation project.

The window work at issue in this matter was described in Section 08527 of the IFB, entitled "Aluminum Jalousie Windows" in Exhibit "2" of DC 50's Petition, which provides in relevant part as follows:

- \* \* \*  
"A. Provide aluminum jalousie windows as scheduled or required by renovation work.
- \* \* \*  
B. Fabrication and installation of jalousie windows shall be done by skilled and experienced mechanics to the best standard of the trade and in accordance with the approved shop drawings."

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<sup>6</sup> The Board notes that DC 50 only provided this excerpt on the overall scope of the Project and Section 08527 (the Aluminum Jalousie Window section) below. DC 50 failed to provide any other descriptions or excerpts for the other types of contracting work involved in the Project.

<sup>9</sup> See, footnote 1 above. Contrary to DC 50's assertions, a C-5 licensee is a specialty contractor that has special skill in (among other things) remodeling and making repairs to existing buildings or structures, and this skill encompasses more than one specialized building trade or craft.

See, attached Exhibit "A" (emphasis added). The IFB also specified: (1) that the jalousie windows had to be aluminum "full surround" type only, (2) that the jalousie window slats had to be white vinyl, (3) the other types of materials to be used on the jalousies and frames (none of which involved glass), and (4) the method to install the jalousie windows. As described in the Court's decision, the Project involved the installation of 476 aluminum jalousie windows, containing approximately 10,390 vinyl slats<sup>10</sup>, and the estimated cost of the window work was \$372,875.00, which represented approximately 20% to 25% of the total Project cost. See, District Council 50, 129 Haw. at 283, 298 P.3d at 1047; and see also, the Supplemental Declaration of Edward Kunishi<sup>11</sup> in Exhibit "2" of DC 50's Petition (which is attached to this "Board's Final Order Upon Remand" as Exhibit "B").

At the outset, the Board questions the reliability of the \$372,875.00 and 20% to 25% figures as they were provided by DC 50 and represent the cost that DC 50 allegedly would have charged for the window work had it actually been selected as a subcontractor on the Project. Id. at 283, 298 P.3d at 1047; and see also, page 4 of the HORO, and attached Exhibit "B". The Board believes that the more reliable figures are the cost that the Project's low bidder, Allied Pacific, actually charged for the window work and the percentage of that cost in relation to Allied Pacific's overall bid<sup>12</sup>. Unfortunately, these figures are not contained in the record.

Nevertheless, in accordance with the Court's decision, the Board applied the Court's new "incidental and supplemental" test to the cost and extent of work figures provided by DC 50.

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<sup>10</sup> The Board notes that these figures were provided by DC 50, and are not contained in any of the excerpts of the IFB that were submitted to the Board. See, page 4 of the HORO.

<sup>11</sup> Edward Kunishi is the President of Petitioner Aloha Glass Sales & Service, Inc.

<sup>12</sup> These figures would represent the true cost and percentage of the window work in relation to Allied Pacific's bid.

First, a determination of whether the jalousie window work constitutes less than a "majority" of the Project must be made. According to Exhibit "3" of the Petition, Allied Pacific's overall bid to renovate the Project was \$1,258,000.00. Fifty percent of \$1,258,000.00 is \$629,000.00. DC 50's cost and extent of work estimate of \$372,875.00 is clearly less than \$629,000.00. In addition, DC 50's percentages of 20% to 25% are also clearly less than 50% of the overall Project cost. Consequently, the Board finds that DC 50's cost estimate and percentages of the jalousie window work are less than a "majority" of the total Project cost.

Next, the Board determines that the Project's overall remodeling and repair work to the school's existing buildings or structures was the work of greater importance (i.e., the primary work or the primary component) of the Project and thus, could be undertaken by a C-5 specialty contractor. The Board also concludes that the jalousie window work was subordinate to, and is directly related and necessary for, the completion of the work of greater importance that is within the scope of the C-5 license.


Furthermore, and as an entirely independent justification for the jalousie window work being performed by a C-5 licensee, the Board determines that although the Project required the fabrication and installation of the window frames and vinyl slats, this work could be undertaken by a C-5 licensee because of the method of window installation and the materials used, and that

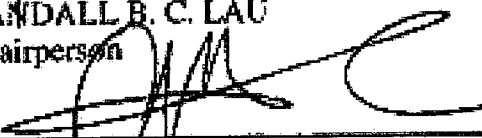



this work is not within the exclusive jurisdiction of the C-22 license. Thus, the Board believes that either a C-5 or C-22 licensee could perform the jalousie window work on the Project.


Based on the foregoing, the Board concludes that in light of the cost and extent of work involved, the jalousie window work at issue is "incidental and supplemental" to the remodeling and repair work on the Project<sup>13</sup> and thus, could be performed by a C-5 licensee.


DATED: Honolulu, Hawaii, October 18, 2013.


  
RANDALL B. C. LAU  
Chairperson

  
ANACLETO "Joey" ALCANTRA, JR.  
Board member

  
TYRES KAGAWA  
Board member

  
PETER LEE  
Board member

  
KENT MATSUZAKI  
Board member

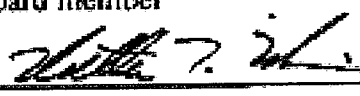
  
JOHN POLISCHECK, JR.  
Board member

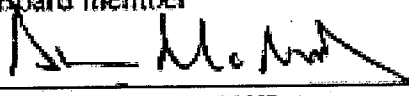
  
GERALD YAMADA  
Board member

  
GUY M. AKASAKI  
Vice-chairperson

  
LESLIE A. BOTELHO  
Board member

  
WILLIAM A. KAMAI  
Board member

  
NATHAN T. KONISHI  
Board member

  
ALDON K. MOCHIDA  
Board member

  
DARYL SUEHIRO  
Board member

<sup>13</sup> The Board notes that this determination is consistent with its prior determinations that a C-5 licensee can perform window work, including jalousies, on a remodeling or repair project. See, e.g., Minutes of the Board's March 18, 2005; January 21, 2005; February 21, 2003; October 18, 2002; and May 19, 2000 meetings that are attached as Exhibits to the May 19, 2006 "Respondent's Memorandum in Opposition to the Petition for Declaratory Relief".

# EXHIBIT "A"

## NOTICE TO BIDDERS

**SEALED BIDS (Chapter 103D, HRS) For:**

**LANAKILA ELEMENTARY SCHOOL  
RENOVATE AND PAINT VARIOUS BUILDINGS  
D.A.G.S. JOB NO. 62-16-6681**

Will be received at the Department of Accounting and General Services, Public Works Division Office, fourth floor of the Kalahele Building, Room 426, 1151 Punchbowl Street, Honolulu, Hawaii. Sealed Bid Forms, drawings, and specifications may be examined at or obtained (on compact disk or paper format) from the Public Works Division office, Kalahele Building, Room 422. The solicitation documents may also be available in electronic format from the Department's website at:

[http://www.hawaii.gov/pwd/construction\\_bids](http://www.hawaii.gov/pwd/construction_bids)

Submit the Competitive SEALED BID FORM up to 2:00 PM, March 3, 2005. At that time, bids will be publicly opened. Bids received after the due time and date will not be considered.

The work generally consists of replacement of windows, floor covering, tackboards, whiteboards, electrical light fixtures, switches, receptacles and cover plates, doors and door frames, finish hardware, termite damaged wood, gypsum wallboard partition, sinks and cabinets, re-keying of locks, interior and exterior painting, cast-in-place concrete, concrete repairs, concrete masonry, and some minor repair work.

The estimated construction cost is between \$1 million and \$5 million.

All interested parties are invited to attend a voluntary pre-bid meeting and the State conducted site visit.

The pre-bid meeting and the accompanying State conducted site visit will be held at the LANAKILA ELEMENTARY SCHOOL Office, 717 N. Kuaiahi Street, Honolulu, HI, February 15, 2005, at 9:00 a.m. The site visit will immediately follow the meeting.

This project is subject to Hawaii Products Preference (HAR §3-124 Subchapter 1). The Hawaii Products List may be examined at the State Procurement Office or online at [www.hawaii.gov/spo/SPO/code/index.html](http://www.hawaii.gov/spo/SPO/code/index.html).

To be eligible to submit a Bid, the Bidder must possess a valid State of Hawaii Contractor's license classification B. For bids of \$25,000 or more, Bidders shall submit an "Intention to Bid".

G.I.

Refer to the **GENERAL NOTICE** for Department of Accounting and General Services, Public Works Division Projects, published with the project specifications for additional information.

  
RUSS K. SATO  
COMPTROLLER  
State of Hawaii

(Jan. 31, 2005)

G.I.

0110 v04.07  
DAGS Job No. E2-16-6681

Notice to Bidders  
00110-2

## **SECTION 06527 - ALUMINUM JALOUSIE WINDOWS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. Provide aluminum jalousie windows as scheduled or required by renovation work.

#### **1.02 QUALITY ASSURANCE**

- A. The Contractor shall visit the job site to verify the site conditions and dimensions prior to fabrication.
- B. Fabrication and installation of jalousie windows shall be done by skilled and experienced mechanics to the best standard of the trade and in accordance with the approved shop drawings.

#### **1.03 SUBMITTALS**

- A. Submit in accordance with SECTION 01330 - SUBMITTAL PROCEDURES.
- B. Shop Drawings: Shop drawings showing each window condition, installation details and location of operators shall be submitted.
- C. Sample Mock-up:
  - 1. A complete sample mock-up of the jalousie window, minimum size of approximately 16-inches wide x 16-inches high, together with manufacturer's technical specifications to the Contracting Officer for approval before installation.
  - 2. Reference to a current sample in the Contracting Officer's office may be made in lieu of submittal of the sample mock-up provided such sample is exactly in accordance with the product to be furnished.
- D. Guaranty: Submit written guaranty as specified in paragraph entitled "GUARANTY" hereinbelow.

#### **1.04 PRODUCT HANDLING**

- A. Provide adequate protection during fabrication, shipment, storage, assembly and erection to prevent damage to the jalousie window assembly and adjacent surfaces.

#### **1.05 DRAWINGS AND SPECIFICATIONS**

- A. Should the products of the manufacturer require different drawings, details or other requirements, the Contractor shall provide shop drawings and field adjustments at no cost to the State.

## 1.06 GUARANTY

- A. The Contractor shall execute to the State of Hawaii a 2-year written guaranty warranting materials and workmanship against mechanical defects not due to improper use, willful damage or neglect and guarantying the free operation of the jalousies under normal Hawaiian weather conditions. Repairs or replacement of defective equipment or parts as may occur within a period of 2 years from the date of final acceptance of the project shall be made at no cost to the State.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. The indicated products of the following manufacturers are acceptable provided they meet the materials and construction specified hereinafter:

Aloha Visualite, Ltd.	"Visualite" 505 with metal lever arm housing.
Hawaii Metal Forming	Series 801 with Visualite Corp. type lever operator.
International Window Corporation	Series 760 with 2002 lever operator.

### 2.02 MATERIALS AND CONSTRUCTION<sup>h</sup>

- A. Jalousie windows shall be aluminum "full surround" type only.
- B. Jalousie Window Frames: Extruded aluminum sections of 6063-T5 alloy. Frame members shall be not less than 2-1/2 inches deep and shall be 0.075-inch thick with an extrusion tolerance acceptable to the trade of plus or minus 0.006-inch. Minimum jamb thickness at the clip attachment shall be 0.10-inch, and jamb shall be one continuous vertical piece.
- C. Pivot Clips: One-piece 6052-H32 aluminum alloy, minimum 0.050-inch thick, center balanced type. Clips for vinyl slats shall be sized to permit the insertion of a 3/4-inch thick slat without rabbeting. Clips shall be spaced so that slats will overlap 1/2-inch.
- D. Push Bar: 6063-T5 aluminum alloy, 5/8-inch wide x 3/32-inch thick or 1/2-inch wide x 1/8-inch thick.
- E. Operator Lever Arm and Connecting Bar: Heavy duty type, 6061-T6 aluminum alloy other hard tempered aluminum alloy with minimum thickness of 1/8-inch or having lateral bending resistance equal or greater than that for specified units.
- F. Fasteners Connecting the Operator Lever Arm to the Operator Housing/Bracket:
1. Where the fastener is supported on both sides of the lever arm by the operator housing/bracket, the fastener shall be a minimum 3/16-inch diameter rivet or bolt (with nut).

2. When the fastener is cantilevered off of the operator housing/bracket (supported on only one side), the fastener shall be a minimum 1/4-inch diameter rivet or bolt (with nut).
  3. Bolted fasteners shall be mechanically secured such that operation of the lever arm will not loosen them. The use of fastening compounds such as "lock-tite" is not acceptable.
  4. Either the operator lever arm or the operator lever arm housing/bracket shall be detachable to allow repair or replacement.
- G. Fasteners Connecting the Lever Arm to the Connecting Bar and the Connecting Bar to the Push Bar: Minimum 3/16-inch diameter rivets or bolts (with nuts).
- H. Fasteners Connecting the Operator Lever Arm Housing/Bracket to the Jamb/Mullion Frame: The operator lever arm housing/bracket, if not integral with the frame shall be secured to it with bolts and nuts with lock washers or lock nuts. Sheet metal screw shall not be used.
- I. Operator: Lever type. No more than 10 slats shall be operated by one lever. Operators located more than 6-feet above the finished floor shall have arms terminated with an eye or knob for operation by a pole. Locate at top of window when permanent obstruction is located below window.
- J. Rivets shall be of anodized aluminum and bolts shall be of 300 series stainless steel.
- K. Poles: Hardened aluminum, having suitable length and stiffness to easily operate the lever, and terminating in either a hook or eye as required to operate the lever. Minimum sizes of poles shall be as follows:

<u>Pole Thickness</u>	<u>Pole I.D.</u>	<u>Wall Thickness</u>
Up to 10-feet	3/4-inch	0.114-inch
Over 10-feet	One-inch	0.113-inch

Poles with eyes shall be equal to Universal Molding Co. Part No. 697-6 and 697-6 or approved equal.

Poles with hook shall be equal to Universal Molding Co. Part No. 697-6 Hook and 697-6 Hook as modified by Nobu's Glass Sales and Service or approved equal. Pole operators shall be provided one per classroom. A wall hanger shall be provided and installed for each pole.

- L. Weather Stripping: Extruded plastic vinyl or maximum 7/16-inch wide strips of sheet stainless steel designed so that a weatherproof closure is attained on the sides of the window opening when slats are closed.

- M. Vinyl Slat: 4-inches wide x 3/4-inch thick, extruded PVC, with interlocking grooves and internal stiffening ribs. "B" blade design as furnished by RMA Sales Co., Inc., International Coastal Windows or approved equal.
1. Minimum slat wall thickness: 0.045-inch.
  2. Minimum stiffening rib thickness: 0.020-inch.
  3. Approximate weight per foot: 5.5 ounces per linear foot (without internal steel reinforcement).
  4. PVC material shall be provided with an ultraviolet inhibitor and be fire retardant, self-extinguishing.
  5. Slat shall have an integral flexible vinyl weatherstrip at each interlocking groove.
  6. Injection molded PVC end caps shall be provided to completely close each end of the slat. The caps shall have tabs which when inserted into the end of the slat will prevent the cap from falling out or be glued in place as standard with the manufacturer.
  7. Color of the blades shall be white, extending throughout the PVC material.
  8. Internal steel reinforcement:
    - a. Slat longer than 36-inches but less than 48-inches in length shall be provided with a minimum of one internal steel reinforcing member fitted between the stiffening ribs nearest the middle of the slat.
    - b. Steel reinforcing members shall be electro-galvanized.
    - c. Internal steel members shall be of sufficient cross section and thickness such that when the slat is laid flat between 2 end supports, it shall be able to support a 40 pound weight suspended from its midspan with a maximum deflection of 7/8-inch (0.875-inch).
  9. Each end of the slat shall be secured to the pivot clip with 2 aluminum or stainless steel sheet metal screws which are self-drilling and tapping screws.
- N. Finish: All aluminum parts, including frame, clips, rivets, lever, operator, push bar, screen frames, etc., shall be "clear" anodized to a minimum thickness of 0.0004-inch.
- O. Dissimilar Metals: Absolutely no dissimilar metals shall be used except as specifically permitted and spelled out in these plans and specifications.



- P. **Screens Frames:** Heavy-duty, rewirable type, 6063-T5 extruded aluminum alloy, 7/8-inch by 7/16-inch with a minimum wall thickness of 0.062-inch. Corners shall be assembled using corner reinforcement. Screen frames 4-feet 8-inches in height and over shall have a horizontal spacer bar(s) having a similar section as that of the perimeter frame dividing the screen into equal sections. Screens shall be installed to permit quick and easy removal from the jalousie frame. No mutilation of the screen or screen frames will be permitted in mounting the window operator. Screens shall be inside mounting type.
- Q. **Screen Fabric:** 14 x 18 mesh, fiberglass or aluminum alloy with an anodized finish. The mesh shall be held in place with rolled aluminum or vinyl splines as per the manufacturer's recommendation.
- R. **Screen Frame Corner Reinforcement:** Aluminum, of the type recommended by the manufacturer.
- S. **Screen Retaining Fasteners:** Aluminum, single wing type with stainless steel screws. Fasteners shall be provided near the corners and at a maximum of 18-inches on center around the periphery of the screen frame.
- T. **Angles, Bars, Etc.:** Anodized aluminum, 6063-T5 alloy.
- U. **Anchors:** As required to suit project conditions and as recommended by the window manufacturer. Stainless steel screws spaced at 18-inches on center shall be used to secure frames to concrete or masonry.

### **PART 3 - EXECUTION**

#### **3.01 INSPECTION**

- A. The Contractor together with the Contracting Officer shall examine the areas and conditions under which windows are to be installed. Should any condition be found unsuitable, no work shall be done until the unsatisfactory conditions have been corrected and are acceptable to the installer. Proceeding with work will imply acceptance of the conditions by the installer.

#### **3.02 INSTALLATION**

- A. Jalousie windows shall be installed in accordance with the manufacturer's instructions and recommendations.
- B. Frames shall be cut to dimension, smooth, square, even and neat.
- C. Window frames shall be shimmed about 1/8-inch away from concrete or masonry walls. Coat aluminum surfaces in contact with concrete, masonry or dissimilar metals with bituminous paint or a factory recommended separator to prevent galvanic action. Care shall be taken in the application of bituminous paint or separators so that coating is not visible when installation is complete.
- D. Slats shall be cut to exact lengths (not short) to fit snugly into pivot clips. Clips shall not be bent out of alignment to accommodate short slats. Spaces exceeding 1/16-inch between the end of slat and the clip will be cause for rejection of the slat.

# EXHIBIT "B"



4. The C-22 License Work is directly related to and necessary for the completion of the Project because approximately 33 school classrooms and 4 bathrooms require complete fabrication and installation of aluminum frames and vinyl slats. This includes the complete fabrication and installation of approximately 476 windows and 10,390 pieces of slats. If I were to do that C-22 License Work, I would estimate its value to be approximately \$372,875 of the entire approximate \$1.2 million awarded for the Project.

5. Hence, I estimate that the C-22 License Work represents between 20-25% of the total Project.

6. Attached to Plaintiffs' Motion for Preliminary Injunction Filed January 31, 2006, as Exhibit "A" are true and correct copies of the Tabulation of Bids and the "Listing Joint Contractors or Subcontractors" (the "Listing") for the Project prepared by the successful bidder of the Project. The Listing, however, fails to identify a C-22 subcontractor to perform the C-22 License Work.

7. I have read the State's Memorandum in Opposition ("Opposition") to our motion for preliminary injunction and have the following responses:

a. Opposition, Page 5: I did not file a protest of the award to Allied because, under Chapter 103D-709, only bidders, offerors, contractors and governmental bodies aggrieved may file a protest. As a subcontractor who could not and did not actually bid on the Project itself other than as a sub-contractor, I have no standing to file a protest. But I have a right to ask this Court to correct a violation of law.

b. Opposition, Page 5: I have not yet filed a protest with the Contractors License Board because I have a right to bring a civil action before this Court to prevent the State from awarding and performing a public works contract in violation of law. Also, there is no

certainty that if I did file such a protest that the Contractors License Board would issue a decision in time to prevent this illegal contract. I know of nothing in the law which restricts my remedy to the administrative action of the Contractors License Board. Based on the "informal" non-binding letter attached to the State's Opposition, I have no confidence that the Contractors License Board would rule correctly under the law.

c. Opposition, Page 5: It is absolutely untrue that the C-22 License Work can be performed by a "B" General building contractor using a C-5 specialty license. My C-22 license specifically authorizes me to "assemble and install window wall ..., metal windows and screens, ... metal jalousies...; including items such as frames and hardware and any allied products not stated above but affiliated with the glass and glazing industry...." Exhibit A to HAR Title 16, Chapter 77 (Exhibit "I"). This project specifically calls for the assembly and installation of metal windows and jalousies. Section 08527 of the "Requirements and Specifications" for the Project describes the "Aluminum Jalousie Windows" (Exhibit "J") includes the "fabrication and installation of jalousie windows" and describes the metal jalousie windows to be "aluminum", etc. This work is hardly incidental since it involves major installation of such windows throughout the project.

d. Opposition, Page 5: It is incorrect for the State to claim that the C-22 License Work called for in this Project can be performed under a C-5 specialty license. As stated above, my C-22 license is specific as to the assembly and installation of "metal jalousies" and "metal windows". Nothing in C-5 includes such work. To allow a B contractor to do my C-22 work under a C-5 interpretation would emasculate C-22, would require the general description of C-5 work to illogically supercede the specific language of a C-22 license, and would be contrary to the spirit and intent of the law and Okada Trucking.

C-22 work under a C-5 interpretation would emasculate C-22, would require the general description of C-5 work to illogically supercede the specific language of a C-22 license, and would be contrary to the spirit and intent of the law and Okada Trucking.

e. Opposition, Page 6: I have read the DOE letter of January 10, 2006. To claim that the Project's metal window jalousies comprise less than 1% of the total Project is factually incorrect. As stated above, it represents 20-25% of the Project.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of 16 February 2006, Honolulu, Hawai'i.

  
EDWARD KUNISHI