



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 28-FY2017

**RELATIVE TO APPROVAL OF CONSTRUCTION MANAGEMENT SERVICES
CHANGE ORDER #2 FOR THE SOUTHERN SSES REHABILITATION – PHASE II
(SANTA RITA-BAZA GARDENS-TALOFOFO) PROJECT S15-001-EPA**

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority (“GWA”); and

WHEREAS, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to repair and rehabilitate the water and wastewater system infrastructure; and

WHEREAS, GWA has a number of important USEPA State Revolving Fund projects including the rehabilitation of gravity sewer mains and manholes to address Infiltration and Inflow (I&I) in the villages of Baza Gardens, Santa Rita, and Talofoyo; and

WHEREAS, the intent of this project is to reduce I&I within the wastewater collection system and decrease the volume of storm water that enters into the collection system tributary to the Baza Gardens and Agat-Santa Rita WWTPs causing GWA to incur additional costs to operate the sewer pump stations and treatment plants; and

WHEREAS, on July 28, 2016, GWA entered into a contract with EMPSCO Engineering Consultants (See Exhibit A – CM Contract) to provide Construction Management Services for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofoyo) construction project, in the amount of Two Hundred Fourteen Thousand Two Hundred Forty-Six Dollars and Twenty-Eight Cents (\$214,246.28); and

1 **WHEREAS**, GWA subsequently amended the EMSPCO contract (See Exhibit B –
2 Change Order #1) to include wetland delineation work due to the close proximity of the existing
3 wetland to the work area and to confirm that no additional Army Corp of Engineers permits were
4 necessary in which this additional work increased the EMPCOS contract amount by Two
5 Thousand Three Hundred Ninety Four Dollars and Forty One Cents (\$2,394.41) or a total of
6 Two Hundred Sixteen Thousand Six Hundred Forty Dollars and Sixty Nine Cents (\$216,640.69);
7 and

8 **WHEREAS**, award of the Construction Management Services contract to EMPSCO
9 Engineering Consultants on July 28, 2016 and the subsequent Change Order #1 was within the
10 authority of the GWA General Manager due to the contract amount not exceeding Two Hundred
11 Fifty Thousand Dollars (\$250,000.00); and

12 **WHEREAS**, construction delays by the construction contractor (ProPacific Builders
13 Corporation) for the Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-
14 Talofofa) project are anticipated to extend the construction contract by approximately 123
15 calendar days however GWA and the Project Management team, Brown and Caldwell, are still
16 verifying the validity of ProPacific Builder's claim of additional time which may be less than
17 approximated; and

18 **WHEREAS**, GWA requires the Construction Manager to manage all construction
19 activities, including anticipated work thus GWA requested the EMSPCO to submitted a cost
20 proposal (See Exhibit C – Cost Proposal) for anticipated CM services to cover approved
21 additional construct work for which GWA will only fund actual CM work; and

22 **WHEREAS**, GWA Management seeks CCU approval to increase the EMPSCO's
23 contract amount to not exceed an additional Eighty One Thousand Four Hundred Fifty Five
24 Dollars and Eighty One Cents (\$81,455.81) or Two Hundred Ninety Eight Thousand Ninety Six
25 Dollars and Fifty Cents (\$298,096.50), which includes construction management, inspection, and
26 project coordination services during the approved additional days for construction; and

27 **WHEREAS**, funding for this project is from USEPA Grant Funds and, if necessary,
28 GWA Bond funds under WW 09-06 Wastewater Collection System Replacement/Rehabilitation;
29 and

30

1 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
2 does hereby approve the following:

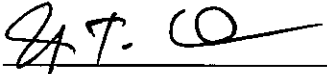
- 3 1. The recitals set forth above hereby constitute the findings of the CCU.
4 2. The CCU finds that the terms of the additional fee proposal submitted by
5 EMPSCO Engineering Consultants are fair and reasonable.
6 3. The CCU finds that the terms and conditions set by GWA relative to
7 commencement of work activities are fair and reasonable and serve as a measure
8 of Quality Assurance/Quality Control (QA/QC).
9 4. The CCU hereby authorizes the management of GWA to increase the contract
10 with EMPSCO Engineering Consultants by the amount not to exceed of Eighty
11 One Thousand Four Hundred Fifty Five Dollars and Eighty One Cents
12 (\$81,455.81).
13 5. The CCU hereby further approves the total authorized funding amount for this
14 project to be Two Hundred Ninety Eight Thousand Ninety Six Dollars and Fifty
15 Cents (\$298,096.50).
16

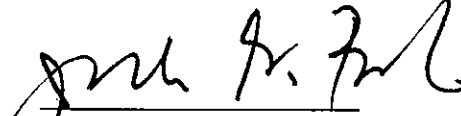
17 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
18 of this Resolution.

19 **DULY AND REGULARLY ADOPTED**, this 23rd day of May 2017.
20

21 Certified by:

Attested by:

22
23 
24 _____
25 **JOSEPH T. DUENAS**
26 Chairperson

22
23 
24 _____
25 **J. GEORGE BAMBA**
26 Secretary

1 I, **J. George Bamba**, Board Secretary of the Consolidated Commission on Utilities as
2 evidenced by my signature above do hereby certify as follows:

3 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular
4 meeting by the members of the Guam Consolidated Commission on Utilities, duly and
5 legally held at a place properly noticed and advertised at which meeting a quorum was
6 present and the members who were present voted as follows:

7
8 AYES: 4

9
10 NAYS: 0

11
12 ABSTENTIONS: 0

13
14 ABSENT: 1

15
16 ///

17 ///

18 ///

Exhibit A (1 of 11)

CONSTRUCTION MANAGEMENT SERVICES CONTRACT BETWEEN THE GUAM WATERWORKS AUTHORITY AND EMPSCO ENGINEERING CONSULTANTS

THIS AGREEMENT is made this 28th day of July, 2016, by and between the Guam Waterworks Authority ("GWA"), whose business address is 578 N. Marine Drive, Tamuning, GU 96913, and EMPSCO Engineering Consultants ("Consultant") whose business address is 1998 EMPSCO Building, Route 16, Dededo, Guam 96929 and having Guam business license number (PEALS COA) No. 108 for Construction Management services.

WHEREAS, GWA intends to engage the professional services of the Consultant to provide Construction Management Services to GWA for RFP-05-ENG-2015 for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofof).

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best public interest to be performed under contract by professional personnel rather than by employees in the service of GWA; and

WHEREAS, the Procurement Officer has provided adequate public announcement of the need for such services through a Request for Proposals describing the type of services required and specifying the type of information and data required of each offeror and the relative importance of particular qualifications; and

WHEREAS, the Consultant has submitted a statement of qualifications and an interest in providing such services; and

WHEREAS, the award of this contract to the Consultant has been made pursuant to a written finding by the purchasing agent that the Consultant is the best qualified based upon evaluation factors set forth in the request for proposal, and the negotiation of compensation has been determined to be fair and reasonable;

WITNESSETH, GWA and the Consultant, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I. PURPOSE:

To engage the professional services of the Consultant to provide Construction Management

Exhibit A (2 of 11)

Services to GWA for the following project: Southern SSES Rehabilitation – Phase II (Santa Rita-Baza Gardens-Talofof).

SECTION II. SCOPE OF SERVICES:

The Consultant agrees to accept appointment as a Consultant to the Guam Waterworks Authority providing his best efforts to the performance of duties and responsibilities as outlined in the GWA Request for Proposals No. RFP-05-ENG-2015 and the Consultant's Scope of Work and fee proposal dated June 15, 2016, (attached hereto as Exhibit A) all of which are incorporated herein by reference in their entirety and in accordance with all local and federal laws, rules, regulations and policies applicable hereto. For the purposes of this Contract, the Consultant shall be an independent Contracting Consultant.

SECTION III. CONTRACT TERM:

Subject to Section IV, the Consultant shall perform work provided in the Scope of Work after Consultant's receipt of written Notice to Proceed from the Guam Waterworks Authority. The Consultant shall provide the services called for in the Scope of Work in accordance with a schedule acceptable to GWA. No extension of services will be granted, unless there will be additional work added to the Scope of Work dated June 15, 2016 subject to Section XIV and other applicable provisions of this Contract..

SECTION IV. CONSULTANT'S COMPENSATION FOR SERVICES:

The Guam Waterworks Authority will compensate the Consultant for all services performed pursuant to Section II, supra, in the maximum amount of Two Hundred Fourteen Thousand Two Hundred Forty Six Dollars and Twenty Eight Cents (\$214,246.28). This figure may be increased or decreased only after the scope of work has been substantially increased or decreased. GWA shall compensate the Consultant upon the receipt and approval of a monthly invoice for work completed. GWA reserves the right to withhold payment of part or the entire amount due to if the Consultant's performance is not in accordance with the Scope of Work or is otherwise deemed unsatisfactory by GWA. GWA will make payments within 30 days from the date GWA received the invoice and has approved the work provided therein. GWA's Approval for work performed shall be prompt and shall not be unreasonably withheld or detained. GWA further agrees to pay 6% interest on invoices more than 60 days late under the timeframes set forth in this Section.

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this agreement. Prior to making the final payment, and as a condition precedent thereto, the Consultant shall execute and deliver to GWA a release, in a form approved by GWA, of all claims against GWA arising under and by virtue of this Agreement.

Exhibit A (3 of 11)

SECTION V. CONSULTANT AGREES:

That Consultant agrees that he/she is an independent contractor and that there shall be no employee status or benefits arising from this Contract, which includes but is not limited to:

- a. GWA providing any type of insurance for Consultant, Consultant's employees, Consultant's Equipment, Buildings and Vehicles, or any other type of insurance required by this contract or by law, policy or rule.
- b. Participation in the Government of Guam retirement system;
- c. Accumulation of vacation leave, or sick leave;
- d. GWA paying any tax owed by Consultant for any reason, nor shall GWA be responsible for withholding of any taxes for Consultant or its employees.
- e. Payment by GWA for travel or any other benefit afforded to GWA employees.
- f. GWA making any payment to Consultant for any reason not explicitly provided for herein.

That he/she will, within thirty (30) days after any claim accrues arising out of or in connection with the contract as provided herein, give written notice to GWA and the Attorney General of Guam of such claim, and that he will not institute any suit of action against GWA in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted proof by the Consultant of his compliance with the provisions of this paragraph shall a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

SECTION VI. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT:

GWA shall place at the disposal of the Consultant all available information pertinent to the project upon which the Consultant can rely, including previous reports, survey information and any other data relative to the project. GWA will provide access to and make all provisions for the Consultant to enter upon public lands as required by the Consultant to perform his work.

SECTION VII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining the services of the Consultant by GWA and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or

Exhibit A (4 of 11)

anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager (or his/her authorized designee) is the only signature that will bind GWA.

SECTION VIII. RESPONSIBILITY OF CONSULTANT:

The Consultant shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Consultant shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Consultant's failure in performance of this contract and the Consultant shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Consultant's negligent performance of any of the services performed under this contract, or for any intentional act which contravenes the terms and conditions of this agreement and the spirit and intent of such. Consultant also agrees that it shall secure GWA's written approval before engaging the services of any subcontractor.

SECTION IX. ASSIGNMENT OF AGREEMENT:

The Consultant may not assign this agreement, or any sum becoming due the Consultant under the provisions of this agreement, without the prior written consent of GWA.

SECTION X. GENERAL COMPLIANCE WITH LAWS:

The Consultant is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Consultant to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Consultant shall attach a copy of their business license or an affidavit executed under penalty of perjury that indicates that Consultant is exempt under Guam law (must include legal citations proving exemption).

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

The Consultant, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Consultant pursuant to this agreement shall include a

provision containing the conditions of this Section.

SECTION XII. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Consultant work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION XIII. INDEMNITY:

Consultant agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Consultant, Consultant's officers, agents (including subcontractors), servants or employees under this agreement.

SECTION XIV. CHANGES:

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of Section XX below pertaining to price adjustments.

SECTION XV. TERMINATION:

Section 15.1 TERMINATION FOR DEFAULT:

(1). Default. If the Consultant refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Consultant in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Consultant's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Consultant shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Consultant's Duties. Notwithstanding termination of the contract and subject to any

Exhibit A (6 of 11)

directions from GWA, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Consultant and GWA; if the parties fail to agree, GWA shall set an amount subject to the Consultant's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Consultant such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Consultant, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Consultant unless cured by Consultant with a reasonable time. Upon request of the Consultant, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Exhibit (7 of 11)

15.2 TERMINATION FOR CONVENIENCE:

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

(2) Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to GWA. The Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Consultant shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Consultant or any of its sub-contractors in connection with the performance of this contract. The Consultant shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Consultant shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Consultant fails to file a termination claim within one year from the effective date of termination, GWA may pay the Consultant, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Consultant may agree to a settlement provided the Consultant has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Consultant the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

Exhibit A (8 of 11)

- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Consultant would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Consultant including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Consultant. The total sum to be paid the Consultant under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Consultant reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION XVI. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION XVII. GOVERNING LAW AND VENUE:

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT:

Exhibit A (9 of 11)

This agreement shall take effect upon the date it is signed by the General Manager and the Consultant and the date of this agreement shall be the date upon which the GWA General Manager affixes his signature.

SECTION XIX. GOVERNMENT NOT LIABLE:

A. GWA assumes no liability for any accident or injury that may occur to the Consultant, his or her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this agreement.

B. GWA shall not be liable to Consultant for any work performed by the Consultant prior to the written and signed approval of this Agreement by the General Manager for GWA and the Consultant hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION XX. PRICE ADJUSTMENTS:

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

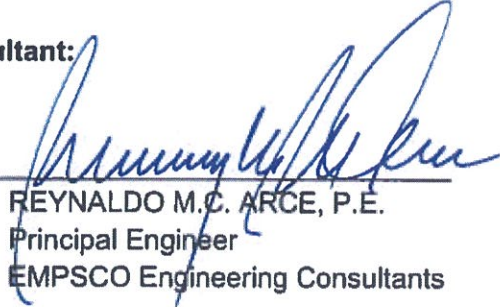
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

Exhibit A (10 of 11)

Consultant:

By: 
REYNALDO M.C. ARCE, P.E.
Principal Engineer
EMPSCO Engineering Consultants

Date: 12 July 2016

Guam Waterworks Authority:

By: 
MIGUEL C. BORDALLO, P.E.
General Manager

Date: 7.28.16

Certified Funds Available:

By: 
Certifying Officer
Guam Waterworks Authority *JMC 7/27/16*

Date: 7-27-16

Approved as to Form:

By: 
FOR D. GRAHAM BOTHA
GWA Staff Attorney

Date: 7/22/16

Contract Amount: \$214,246.28

Amount Certified: USEPA Funds

Source of funding: Grant No. M96902611

Certifying Officer: GREG P. CRUZ, CFO

Date: JUL 27 2016

Exhibit A (11 of 11)

CORPORATE OR PARTNERSHIP CERTIFICATION AS TO AUTHORIZATION TO BIND

I, Reynaldo M.C. Arce certify that I am the Secretary of the corporation or managing partner named as Contractor herein; that Reynaldo M.C. Arce who signed this contract on behalf of the Contractor, was then Principal Engineer of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.


Signed: 

Corporate Secretary

Date: 12 July 2016

(CORPORATE/PARTNERSHIP SEAL)

***** END OF CONTRACT *****


GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building
 688 Route 15, Mangilao, GU 96913
 Engineering Division
 Phone: (671) 300-6058 Fax: (671) 647-2621

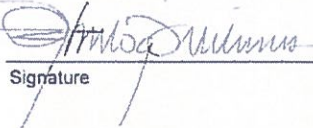
RECEIVED
 2016 OCT -5 PM 3:33
 GWA
 FINANCE DIVISION

CHANGE ORDER NO. 01

Project No. & Title: Southern SSES Rehabilitation - Phase II (Santa Rita - Baza Gardens - Talofofo)
GWA Project No S15-001-EPA
 Contractor's Name: EMPCO Engineering Consultants Original Contract Date: July 28, 2016
 TO: EMPCO Engineering Consultants

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Petronilo Q. Villaluz / President
 Contractor Representative (Print Name & Title)

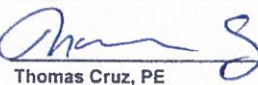

 Signature October 4, 2016
 Date

PREPARED BY:

Erickson Marble, P.E. 10/4/2016
 Date
 Project Engineer


Kurt Bilz, P.E. 10/4/2016
 Date
 Supervising Engineer

G.L. NO. S244.105321.520000
 Contract No.: 751 OM
 Vendor No.: 15587
 Amount: \$2,394.41

RECOMMEND APPROVAL:

Thomas Cruz, PE 10/5/16
 Date
 Chief Engineer

Nature of Changes:

This Change Order intends to add CM funds to delineate potential wetland areas adjacent to Chalan Binadu, in Baza Gardens. Wetland delineation is planned for vegetated areas near Point Repair C, shown in design drawing BG-103 (Enclosure 3). During Guam EPA's environmental review for this project in October 2015, areas near Chalan Binadu were identified by GEPA as potentially containing wetlands (Enclosure 4). The Guam Regulatory Field Office of U.S. Army Corps of Engineers, Honolulu District, requested in August 2016 that two additional wetland delineation datapoints be prepared in the area of concern, per the current method required by the Corps (Enclosure 5). Arc Environmental was identified as an experienced subconsultant able to perform this work.

Enclosures:

- 1) Construction Manager's Cost Proposal
- 2) Subconsultant Wetland Investigation Scope and Price Proposal
- 3) Design Drawing BG-103
- 4) Guam EPA Environmental Review Letter, October 2015
- 5) Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office

The changes result in the following adjustment of contract price:

| | |
|------------------------------------------------------------------------------------------|---------------------|
| Contract price prior to this change order | <u>\$214,246.28</u> |
| Net (increase)(decrease) from this Change Order (subject to approved terms & conditions) | <u>\$2,394.41</u> |
| Current contract price including this Change Order | <u>\$216,640.69</u> |



GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

CHANGE ORDER NO. 01

CERTIFIED FUNDS AVAILABLE:

Greg Cruz 10/13/19

Greg Cruz
Chief Certifying Officer *MNC 10/2/18*

Date: _____

APPROVED:

Miguel C. Bórdallo

Miguel C. Bórdallo, PE
General Manager

Date: *10/14/2016*

| |
|--------------------------------------|
| |
| (Name & Title) Finance/Accounting |
| Date: |

Enclosure 1: Construction Manager's Cost Proposal



Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofa)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
 September 9, 2016

SUMMARY

| | | | | | | |
|----------------------------|----|------------|--|--|--|--|
| ORIGINAL CONTRACT AMOUNT | \$ | 214,246.28 | | | | |
| PREVIOUS CHANGE ORDERS | \$ | - | | | | |
| THIS PROPOSED CHANGE ORDER | \$ | 2,394.41 | | | | |
| REVISED CONTRACT AMOUNT | \$ | 216,640.69 | | | | |

| Item | Task Description | ORIGINAL CONTRACT AMOUNT | PREVIOUS CHANGE ORDERS | REVISED CONTRACT AMOUNT BEFORE THIS CHANGE | THIS PROPOSED CHANGE ORDER | REVISED CONTRACT AMOUNT |
|------|--------------------------------|--------------------------|------------------------|--------------------------------------------|----------------------------|-------------------------|
| | CONSTRUCTION PHASE | | | | | |
| | Project Controls | | | | | |
| 1 | Project Correspondences | \$ 4,676.70 | | \$ 4,676.70 | \$ 588.84 | \$ 5,265.54 |
| 2 | Submittals | \$ 3,585.18 | | \$ 3,585.18 | \$ 220.82 | \$ 3,806.00 |
| 3 | Payment requests | \$ 3,360.22 | | \$ 3,360.22 | \$ - | \$ 3,360.22 |
| 4 | Project Meetings | \$ 6,703.60 | | \$ 6,703.60 | \$ 147.21 | \$ 6,850.81 |
| 5 | Request for Information | \$ 3,879.60 | | \$ 3,879.60 | \$ - | \$ 3,879.60 |
| 6 | Claims and Disputes | \$ 3,879.60 | | \$ 3,879.60 | \$ - | \$ 3,879.60 |
| 7 | Project Records | \$ 2,269.20 | | \$ 2,269.20 | \$ - | \$ 2,269.20 |
| | subtotal | \$ 28,354.10 | | \$ 28,354.10 | \$ 956.87 | \$ 29,310.97 |
| | | | | \$ - | | |
| | Construction Inspection | | | | | |
| 8 | Onsite Inspector | \$ 143,423.84 | | \$ 143,423.84 | \$ - | \$ 143,423.84 |
| 9 | Acceptance of Work | \$ 883.26 | | \$ 883.26 | \$ - | \$ 883.26 |
| 10 | Stop Work Order | | | \$ - | \$ - | |
| | subtotal | \$ 144,307.10 | \$ - | \$ 144,307.10 | \$ - | \$ 144,307.10 |
| | | | | \$ - | | |
| | Change Orders | | | | | |
| 11 | Change Order Review | \$ 6,858.56 | | \$ 6,858.56 | | \$ 6,858.56 |
| 12 | Design Change | \$ 1,177.68 | | \$ 1,177.68 | | \$ 1,177.68 |
| 13 | DCVR | \$ 1,177.68 | | \$ 1,177.68 | | \$ 1,177.68 |
| 14 | Negotiations | \$ 1,177.68 | | \$ 1,177.68 | | \$ 1,177.68 |
| 15 | Change Order Documents | \$ 4,070.48 | | \$ 4,070.48 | | \$ 4,070.48 |
| | subtotal | \$ 14,462.08 | \$ - | \$ 14,462.08 | \$ - | \$ 14,462.08 |
| | | | | \$ - | | |
| | Construction Survey | | | | | |
| 16 | Pipeline Alignments | \$ 1,210.73 | | \$ 1,210.73 | | \$ 1,210.73 |
| 17 | Elevations | \$ 1,210.73 | | \$ 1,210.73 | | \$ 1,210.73 |
| | subtotal | \$ 2,421.46 | \$ - | \$ 2,421.46 | \$ - | \$ 2,421.46 |
| | | | | \$ - | | |
| | Project Close-out | | | | | |
| 18 | Timely Completion | \$ 2,390.12 | | \$ 2,390.12 | | \$ 2,390.12 |



Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofof)
PROPOSED CHANGE ORDER No. 01- WETLAND TESTING AT BAZA GARDENS
 September 9, 2016

SUMMARY

| | | | | | | |
|----------------------------|----|------------|--|--|--|--|
| ORIGINAL CONTRACT AMOUNT | \$ | 214,246.28 | | | | |
| PREVIOUS CHANGE ORDERS | \$ | - | | | | |
| THIS PROPOSED CHANGE ORDER | \$ | 2,394.41 | | | | |
| REVISED CONTRACT AMOUNT | \$ | 216,640.69 | | | | |

| Item | Task Description | ORIGINAL CONTRACT AMOUNT | PREVIOUS CHANGE ORDERS | REVISED CONTRACT AMOUNT BEFORE THIS CHANGE | THIS PROPOSED CHANGE ORDER | REVISED CONTRACT AMOUNT |
|------|--------------------------------------|--------------------------|------------------------|--------------------------------------------|----------------------------|-------------------------|
| 19 | Punchist Development | \$ 4,676.60 | | \$ 4,676.60 | | \$ 4,676.60 |
| 20 | Inspections | \$ 4,676.60 | | \$ 4,676.60 | | \$ 4,676.60 |
| 21 | Training & Warranty | \$ - | | \$ - | | \$ - |
| | subtotal | \$ 11,743.32 | \$ - | \$ 11,743.32 | | \$ 11,743.32 |
| | SUBTOTAL - CONSTRUCTION PHASE | \$ 201,288.06 | \$ - | \$ 201,288.06 | \$ 956.87 | \$ 202,244.93 |
| | | | | \$ - | | |
| | POST CONSTRUCTION | | | \$ - | | |
| 1 | Final Report | \$ 2,372.74 | | \$ 2,372.74 | | \$ 2,372.74 |
| 2 | Project Records | \$ 2,372.74 | | \$ 2,372.74 | | \$ 2,372.74 |
| 3 | Record Drawings | \$ 2,372.74 | | \$ 2,372.74 | | \$ 2,372.74 |
| | subtotal | \$ 7,118.22 | \$ - | \$ 7,118.22 | \$ - | \$ 7,118.22 |
| | | | | \$ - | | |
| | EXPENSE ITEMS | | | \$ - | | \$ - |
| | CONSTRUCTION PHASE | | | \$ - | | \$ - |
| 1 | Mailing & Expediting | | | \$ - | \$ - | \$ - |
| 2 | Report Reproduction | \$ 1,500.00 | | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 3 | Drawing Reproduction | \$ 400.00 | | \$ 400.00 | \$ - | \$ 400.00 |
| 4 | Photo film dev | \$ - | | \$ - | \$ - | \$ - |
| 5 | Fuel | \$ 1,600.00 | | \$ 1,600.00 | \$ - | \$ 1,600.00 |
| 6 | Office Supplies | \$ 1,600.00 | | \$ 1,600.00 | \$ - | \$ 1,600.00 |
| 7 | Digital Cameras | \$ - | | \$ - | \$ - | \$ - |
| 8 | Testing | \$ - | | \$ - | \$ - | \$ - |
| 9 | Baza Garden Wetland Testing | | | \$ - | \$ 1,437.55 | \$ 1,437.55 |
| | | | | | | \$ - |
| | POST CONSTRUCTION | | | \$ - | | \$ - |
| 1 | Mailing & Expediting | \$ - | | \$ - | | \$ - |
| 2 | Report Reproduction | \$ 240.00 | | \$ 240.00 | | \$ 240.00 |
| 3 | Record Drawing Reproduction | \$ 500.00 | | \$ 500.00 | | \$ 500.00 |
| | subtotal | \$ 5,840.00 | \$ - | \$ 5,840.00 | \$ 1,437.55 | \$ 7,277.55 |
| | | | | | | |
| | Grand Total | \$ 214,246.28 | \$ - | \$ 214,246.28 | \$ 2,394.41 | \$ 216,640.69 |

Project Owner: Guam waterworks Authority
 Construction Management Firm: EMPCO Engineering Consultants
 Contractor: Propacific Builder Corporation

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
Proposed Change No.1 Baza Gardens - Testing for Potential Wetlands
 September 9, 2016

FEE ESTIMATE DETAILS

| Item | Task Description | ORIGINAL CONTRACT AMOUNT | Principal Engineer | Project Manager | Structural Engineer | Civil Engineer | Secretary/Clerk | CADD Operator | ARC Guam | PROPOSED CHANGE AMOUNT | REVISED CONTRACT AMOUNT BEFORE THIS CHANGE |
|------|--------------------------------|--------------------------|--------------------|-----------------|---------------------|----------------|-----------------|---------------|----------|------------------------|--------------------------------------------|
| | | | \$ 147.21 | \$ 147.21 | \$ 147.21 | \$ 112.58 | \$ 45.48 | \$ 57.42 | 1.00 | | |
| | CONSTRUCTION PHASE | | | | | | | | | | |
| | Project Controls | | | | | | | | | | |
| 1 | Project Correspondences | \$ 4,676.70 | | 4.00 | | | | | | \$ 588.84 | \$ 5,265.54 |
| 2 | Submittals | \$ 3,585.18 | | 1.50 | | | | | | \$ 220.82 | \$ 3,806.00 |
| 3 | Payment requests | \$ 3,360.22 | | | | | | | | \$ - | \$ 3,360.22 |
| 4 | Project Meetings | \$ 6,703.60 | | 1.00 | | | | | | \$ 147.21 | \$ 6,850.81 |
| 5 | Request for Information | \$ 3,879.60 | | | | | | | | \$ - | \$ 3,879.60 |
| 6 | Claims and Disputes | \$ 3,879.60 | | | | | | | | \$ - | \$ 3,879.60 |
| 7 | Project Records | \$ 2,269.20 | | | | | | | | \$ - | \$ 2,269.20 |
| | subtotal | \$ 28,354.10 | | | | | | | | \$ 956.87 | \$ 29,310.97 |
| | | | | | | | | | | \$ - | |
| | Construction Inspection | | | | | | | | | | |
| 8 | Onsite Inspection | \$ 143,423.84 | | | | | | | | \$ - | \$ 143,423.84 |
| 9 | Acceptance of Work | \$ 883.26 | | | | | | | | \$ - | \$ 883.26 |
| 10 | Stop Work Order | | | | | | | | | \$ - | \$ - |
| | subtotal | \$ 144,307.10 | | | | | | | | \$ - | \$ 144,307.10 |
| | | | | | | | | | | \$ - | |
| | Change Orders | | | | | | | | | | |
| 11 | Change Order Review | \$ 6,858.56 | | | | | | | | \$ - | \$ 6,858.56 |
| 12 | Design Change | \$ 1,177.68 | | | | | | | | \$ - | \$ 1,177.68 |
| 13 | DCVR | \$ 1,177.68 | | | | | | | | \$ - | \$ 1,177.68 |
| 14 | Negotiations | \$ 1,177.68 | | | | | | | | \$ - | \$ 1,177.68 |
| 15 | Change Order Documents | \$ 4,070.48 | | | | | | | | \$ - | \$ 4,070.48 |
| | subtotal | \$ 14,462.08 | | | | | | | | \$ - | \$ 14,462.08 |

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofofo)
 Proposed Change No.1 Baza Gardens - Testing for Potential Wetlands

September 9, 2016

FEE ESTIMATE DETAILS

| Item | Task Description | ORIGINAL CONTRACT AMOUNT | Principal Engineer | Project Manager | Structural Engineer | Civil Engineer | Secretary/Clerk | CADD Operator | ARC Guam | PROPOSED CHANGE AMOUNT | REVISED CONTRACT AMOUNT BEFORE THIS CHANGE |
|------|--------------------------------------|--------------------------|--------------------|-----------------|---------------------|----------------|-----------------|---------------|----------|------------------------|--------------------------------------------|
| | | | \$ 147.21 | \$ 147.21 | \$ 147.21 | \$ 112.58 | \$ 45.48 | \$ 57.42 | 1.00 | | |
| | Construction Survey | | | | | | | | | | |
| 16 | Pipeline Alignments | \$ 1,210.73 | | | | | | | | | \$ 1,210.73 |
| 17 | Elevations | \$ 1,210.73 | | | | | | | | | \$ 1,210.73 |
| | subtotal | \$ 2,421.46 | | | | | | | | | \$ 2,421.46 |
| | Project Close-out | | | | | | | | | | |
| 18 | Timely Completion | \$ 2,390.12 | | | | | | | | | \$ 2,390.12 |
| 19 | Punchist Development | \$ 4,676.60 | | | | | | | | | \$ 4,676.60 |
| 20 | Inspections | \$ 4,676.60 | | | | | | | | | \$ 4,676.60 |
| 21 | Training & Warranty | \$ - | | | | | | | | | \$ - |
| | subtotal | \$ 11,743.32 | | | | | | | | | \$ 11,743.32 |
| | SUBTOTAL - CONSTRUCTION PHASE | \$ 201,288.06 | | | | | | | | \$ 956.87 | \$ 202,244.93 |
| | POST CONSTRUCTION | | | | | | | | | | |
| 1 | Final Report | \$ 2,372.74 | | | | | | | | | \$ 2,372.74 |
| 2 | Project Records | \$ 2,372.74 | | | | | | | | | \$ 2,372.74 |
| 3 | Record Drawings | \$ 2,372.74 | | | | | | | | | \$ 2,372.74 |
| | subtotal | \$ 7,118.22 | | | | | | | | | \$ 7,118.22 |
| | EXPENSE ITEMS | | | | | | | | | | |
| | CONSTRUCTION PHASE | | | | | | | | | | |
| 1 | Mailing & Expediting | | | | | | | | | | |
| 2 | Report Reproduction | \$ 1,500.00 | | | | | | | | | \$ 1,500.00 |
| 3 | Drawing Reproduction | \$ 400.00 | | | | | | | | | \$ 400.00 |
| 4 | Photo film dev | \$ - | | | | | | | | | \$ - |
| 5 | Fuel | \$ 1,600.00 | | | | | | | | | \$ 1,600.00 |
| 6 | Office Supplies | \$ 1,600.00 | | | | | | | | | \$ 1,600.00 |
| 7 | Digital Cameras | \$ - | | | | | | | | | \$ - |
| 8 | Testing | \$ - | | | | | | | | | \$ - |

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofoto)
 Proposed Change No.1 Baza Gardens - Testing for Potential Wetlands

September 9, 2016

FEE ESTIMATE DETAILS

| Item | Task Description | ORIGINAL CONTRACT AMOUNT | Principal Engineer | Project Manager | Structural Engineer | Civil Engineer | Secretary/Clerk | CADD Operator | ARC Guam | PROPOSED CHANGE AMOUNT | REVISED CONTRACT AMOUNT BEFORE THIS CHANGE |
|------|-----------------------------|--------------------------|--------------------|-----------------|---------------------|----------------|-----------------|---------------|----------|------------------------|--------------------------------------------|
| 9 | Baza Garden Wetland Testing | \$ - | \$ 147.21 | \$ 147.21 | \$ 147.21 | \$ 112.58 | \$ 45.48 | \$ 57.42 | 1.00 | \$ 1,437.55 | \$ 1,437.55 |
| | | | | | | | | | | \$ - | \$ - |
| | POST CONSTRUCTION | | | | | | | | | \$ - | \$ - |
| 1 | Mailing & Expediting | \$ - | | | | | | | | \$ - | \$ - |
| 2 | Report Reproduction | \$ 240.00 | | | | | | | | \$ - | \$ 240.00 |
| 3 | Record Drawing Reproduction | \$ 500.00 | | | | | | | | \$ - | \$ 500.00 |
| | subtotal | \$ 5,840.00 | | | | | | | | \$ 1,437.55 | \$ 7,277.55 |
| | Grand Total | \$ 214,246.28 | | | | | | | | \$ 2,394.41 | \$ 216,640.69 |

Enclosure 2: Subconsultant Wetland Investigation Scope and Price Proposal

ARC Environmental Services

P.O. Box 12331 Tamuning, Guam, 96931
(671) 969-6723 (office) (671) 482-6088 (cell)
jsablan@arcguam.com

September 8, 2016

Isagani Z. Dayao
Project Manager
EMPSCO Engineering Consultants
Tel. 671-638-5716

Subject: Price Proposal to Complete a Wetland Investigation - Baza Gardens

Hafa Adai Isagani,

ARC Environmental Services is pleased to submit this cost proposal to complete a wetland investigation of approximately 100 LF of existing sewer line, between SMHs 4394I and J in Baza Gardens. ARC Environmental Services will perform the following tasks.

Scope of Services (Wetland Investigation)

The following tasks will be accomplished:

1. Perform field activities to identify jurisdictional wetlands in accordance with the 1987 USACE manual and the USACE's Hawaii and the Pacific Islands Interim Regional Supplement
2. Complete USACE Data Forms for two (2) field sampling points to determine if wetlands exist.
3. If no wetlands are found then email notice will be given to the agencies and a letter from the US Corps of Engineers will be requested for the client's file.
4. If wetlands are found, a subsequent proposal will be provided to complete the delineation should the client choose to do so.

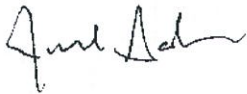
Fee Proposal and Payment Schedule

ARC Environmental Services proposes to complete the abovementioned scope of work for a lump sum of **\$1,200.00**.

Thank you for the opportunity to provide this proposal. We look forward to hearing from you. If you have any questions, please call me at 482-6088 or you may also reach me by email at jsablan@arcguam.com.

Sincerely,

Accepted by:



Joel Sablan
ARC Environmental Services Inc.

Authorized Representative

Date

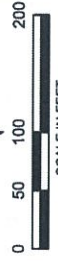
Enclosure 3: Design Drawing BG-103

GENERAL NOTES:

1. SEWERS HAVE NOT BEEN SURVEYED. MANHOLE LOCATIONS SHOWN ARE APPROXIMATE.
2. REFER TO TABLE 1 FOR PIPELINE DEFECTS AND TABLE 2 FOR MANHOLE DEFECTS IN APPENDIX 2 OF THE SPECIFICATIONS.
3. PIPE DEFECT STATIONING STARTS AT PIPE PENETRATION TO MANHOLE.
4. RAISE MANHOLE 3' ABOVE GRADE. SEE DETAIL A ON SHEET D001.

LEGEND

- (A) 1+23 DEFECT STATION AND SEWER PIPE DEFECT, SEE NOTE 2.
- RAISE MANHOLE
- DEFECTIVE MANHOLE, SEE NOTE 2.
- MANHOLE
- ⊠ PUMP STATION
- GRAVITY SEWER
- - - FORCE MAIN



| REVISIONS | |
|-----------|-------------|
| REV | DESCRIPTION |
| | |
| | |
| | |
| | |



| | |
|-------------------|---------|
| BC PROJECT NUMBER | 142080 |
| NOVEMBER 2013 | |
| DRAWING NUMBER | BG-103 |
| SHEET NUMBER | 7 OF 16 |

CIVIL

BAZA GARDENS - TALAFOFO
SEWER REHABILITATION PLAN - 3

CONFORMED

GUAM WATERWORKS AUTHORITY

SOUTHERN SANITARY SEWER EVALUATION
STUDY (SSES) REHABILITATION RESPONDING
TO COURT ORDER PARAGRAPH 8 - JI
ANALYSES AND SSES WORK PLAN



DESIGNED: J. CHENG
DRAWN: C. FOUGHT
CHECKED: J. CHENG
APPROVED: B. GILMAN

Brown and Caldwell

SUBMITTED: _____ DATE: 6/16/16
APPROVED: _____ DATE: 6/16/16

**Enclosure 4: Guam EPA Environmental Review Letter,
October 2015**



GUAM ENVIRONMENTAL PROTECTION AGENCY

AHENSIAN PRUTEKSION LINA'LA GUAHAN

GUAM ENVIRONMENTAL PROTECTION AGENCY

1973

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

ERIC M. PALACIOS
ADMINISTRATOR, GUAM EPA, ENERGY OFFICE

P.O. BOX 22439 BARRIGADA, GU 96921

EPA.GUAM.GOV

OCT 06 2015

Mr. Thomas Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
578 North Marine Corps Drive
Tumon, Guam 96931

SSIS ph. 2

Subject: Environmental Review for GWA's Proposed Baza Gardens Sewer Systems Evaluation Survey (SSES) Sewer Rehabilitation at Various Locations in Talofof Village, Guam

Hafa Adai Mr. Cruz,

This is in response to your letter dated July 28, 2015, requesting for an environmental review of the above mentioned projects, pursuant to the National Environmental Policy Act. The project scope involves the rehabilitation/replacement of sewer lines and manholes at various areas in the village of Talofof. There are thirty (30) sites for manhole and four (4) sites for sewer lines repair/replacement. The project aims to reduce the inflow and infiltration problems of the sewer collection systems in the area and to reduce the wastewater treatment costs. All project areas are located within the public easement and right of ways.

The staffs of Guam Environmental Protection Agency had reviewed the submitted documents and assessed that the proposed project has no major significant impact affecting the environment if done carefully or extra precaution. The following are the review comments and recommendations:

1. The proper Best Management Practice (BMP's) must be installed and implemented prior and during any excavation, to ensure that the groundwater and or surface water nearby will be protected. An Environmental Protection Plan/Erosion Control Plan (EPP/ECP) must be submitted and a Storm Water Protection Plan (SWPP) must be prepared.
2. Demolition debris and construction waste shall be transported and disposed to GEPA permitted facilities.
3. The contractor must provide extra measures during the repair of pipeline in the area of the Chalan Binadu, where areas believed to be or next to a wetland. Coordination with various Gov't of Guam Agencies (i.e. DOA, DPR, DPW) including ACOE and Guam EPA.

4. The repair or replacement of active sewer lines must be supervise by a Guam EPA certified Level II Wastewater Collection operator. Contractor must submit method and procedure for GEPA's approval prior to starting of work.
5. Guam EPA is strictly prohibiting any discharge into an existing stormwater drainage system or to any waters of Guam and unto the roadway, unless it is permitted. A dewatering permit is required prior to start of any dewatering activities.
6. The contractor must secure all necessary permits prior to start of the construction activities.

Should you have any question and or need additional information, please do not hesitate to contact me at 300-4796 or my Water Pollution Control staffs Mr. Ray Calvo and Mr. Edgardo Ibay at 300-4784 and 300-4774 respectively.

Sincerely,


Angel B. Marquez
Acting Chief Engineer

Enclosure 5: Correspondence with U.S. Army Corps of Engineers, Honolulu District, Guam Regulatory Field Office

Erickson Marble

From: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Sent: Monday, August 29, 2016 11:51 AM
To: Erickson Marble
Cc: Jun Dayao; Butch Arce; Ferdie Cabuhat; Bill Chang; Kurt Bilz; Ligaya Heramil; Calvo, Ray
Guam EPA; Maricar Quezon
Subject: RE: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland
Delineation near Chalan Binadu (drawing BG-103): DA File No. POH-2015-00234
(UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Erickson,

I actually found maps (attached) from 1996 that show the manhole area may not be located in wetlands. However, since it has been over 20 years since this map was created and I do not know if the delineation was ever confirmed by the Corps, I would request 1-2 datapoints be prepared in accordance with the current method required by the Corps (per the 1987 Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Hawaii and Pacific Islands Region) to formally document that this area does not contain wetlands and no DA permit will be required.

Respectfully,
-Katy

Katy R. Damico
US Army Corps of Engineers, Honolulu District Guam Regulatory Field Office

☎ (671) 339-2108

☎ (808) 835-4160

☎ (808) 283-0549

✉ Katy.R.Damico@usace.army.mil

-----Original Message-----

From: Erickson Marble [mailto:EMarble@BrwnCald.com]
Sent: Wednesday, August 24, 2016 3:45 PM
To: Damico, Katy R POH <Katy.R.Damico@usace.army.mil>
Cc: Jun Dayao <jun.dayao@empSCO.net>; Butch Arce <butch.arce@empSCO.net>; Ferdie Cabuhat
<ferdie.cabuhat@empSCO.net>; Bill Chang <bchang@BrwnCald.com>; Kurt Bilz <KBilz@BrwnCald.com>; Ligaya Heramil
<lheramil@BrwnCald.com>
Subject: [EXTERNAL] S15-001-EPA Southern SSES Rehabilitation Phase II: Previous Wetland Delineation near Chalan
Binadu (drawing BG-103): DA File No. POH-2015-00234 (UNCLASSIFIED)

Hi Katy,

Following up on our meeting today, regarding wetland delineation in the Chalan Binadu area, in Baza Gardens. This is relevant to Point Repair C of the SSES Phase II project (drawing sheet BG-103 attached).

You had mentioned at the meeting that Joe Sablan at Arc Environmental may have already done a wetland delineation in that area.

Would ACOE have that delineation? Or should EMPSCO / BC reach out to Arc Environmental about that?

Also, do you have a list of companies / individuals on Guam possessing the ACOE Wetland Delineator certification?

Thanks again for taking the time to come to the meeting today!

Best,

Erickson Marble, PE
Environmental Engineer
Brown and Caldwell | Hagatna, Guam
EMarble@brwnald.com <mailto:EMarble@brwnald.com> T 671.477.0975 | C 671.685.4747 Professional
Registration in Guam

<Blocked<http://www.brownandcaldwell.com/>>

CLASSIFICATION: UNCLASSIFIED



ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION

1998 ARMY DRIVE ROUTE 16, 2ND FLOOR EMPSCO, DEDEDO, GUAM 96929 PO BOX 21794 GMF, BARRIGADA, GU 96921
TEL (671) 638-4716/5716 FAX (671) 638-2136
UNIT 2117 Cityland 10 Tower 1, H.V. Dela Costa Street Makati City TEL (632) 843-0918

Exhibit C (1 of 4)

May 12, 2017

Thomas F. Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Via Kurt Bilz, P.E. Project Director
Brown & Caldwell

Subject: **Construction Management Services for Southern SSES Rehabilitation- Phase II**
(Santa Rita, Baza Gardens & Talofotofo)
Project- GWA Project No. S15-001-EPA
Proposed Change Order No.2 Extended CM Scope for 123-CD time extension,
Overtime cost and Wetland Area Survey and Mapping.

Dear Kurt,

We would like to submit herewith our Revised Fee Proposal of **\$ 81,455.81** (per attached fee breakdown) to cover the time extension of 123 calendar days from March 30, 2017 to July 31, 2017 reduced from our previous proposal submitted earlier this week:

The extended CM efforts will involve to the following PM & Project Engineer/Inspector tasks:

- 1) Receive, address and respond to all administrative and technical correspondences on this project.
- 2) Review and resolve all remaining contractor submittal requirements; summarize and compile for turn over
- 3) Review, assess and make recommendation for payments on monthly contractor invoices
- 4) Conduct weekly coordination meetings to follow up and update, resolve all pending and ongoing issues including preparation of agenda and minutes
- 5) Prepare monthly reports for the extended months.
- 6) Continue to defend GWA against claims and disputes with the contractor.
- 7) Follow up and monitor as-built records for the projects
- 8) Oversee all site activities and, issues to ensure contractors work is safely progressing according to the quality requirements of the contract
- 9) Process contractor proposed change order claims, issue directives, review proposals, and conduct negotiations to ensure that proposed cost and time estimates are reasonable and complete,
- 10) Cost includes support from our principals and administrative staff whenever necessary plus vehicles and office consumables.

Exhibit C (2 of 4)

PROJECT: -001-EPA Southern SSES Rehab. - Phase II (Santa Rita, Baza Gardens & Talofotofo)

Our fee proposals for the following extra efforts remain unchanged based on the actual cost incurred:

- 1) Overtime site inspections for November 2016 and April 2017. **\$2,667.56**
- 2) Site survey to prepare the map needed to depict wetland area in Baza Gardens as required by the USACOE. **\$2,791.35**

If you have any question concerning this change order fee proposal, please let us know.

Thank you for your continued patronage.

Sincerely



Isagani Z Dayao Jr., P.E.
Project Manager

Cc: Fee Proposal Breakdowns

Exhibit C (3 of 4)

Construction Management Services for GWA Southern SSES Phase II (Santa Rita- Baza Gardens- Talofoto)
 CM Proposed Change No.5 Rev1 CM Additional Cost for Additional 123 CD Time Extension
 May 11, 2017

| Item | Task Description | Principal Engineer | Project Manager | Project Engineer | Project Inspector | Secretary/Clerk | CADD Operator | 3-man survey crew | PROPOSED ADDITIVE AMOUNT (PC 5 ONLY) | REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4) | PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6 | JUSTIFICATION - REASON FOR CHANGE |
|------|--------------------------------|--------------------|-----------------|------------------|-------------------|-----------------|---------------|-------------------|--------------------------------------|----------------------------------------------|--------------------------------------------------|-----------------------------------|
| | | \$ 147.21 | \$ 147.21 | \$ 112.58 | \$ 95.27 | \$ 45.48 | \$ 57.42 | \$ 1,210.73 | | | | |
| | CONSTRUCTION PHASE | | | | | | | | | | | |
| | Project Controls | | | | | | | | | | | |
| 1 | Project Correspondences | 4.00 | 77.00 | | 17.00 | 8.00 | | | \$ 13,907.44 | \$ 20,887.82 | \$ 34,795.26 | |
| 2 | Submittals | 4.00 | 28.00 | | 12.00 | | | | \$ 5,853.96 | \$ 17,923.74 | \$ 23,777.70 | |
| 3 | Payment requests | 4.00 | 16.00 | | 8.00 | 8.00 | | | \$ 4,070.20 | \$ 8,495.19 | \$ 12,565.39 | |
| 3a | Monthly Reports | 4.00 | 20.00 | | 16.00 | 12.00 | | | \$ 5,603.12 | \$ 8,383.68 | \$ 13,986.80 | |
| 4 | Project Meetings | 4.00 | 51.00 | | 34.00 | 8.00 | | | \$ 11,699.57 | \$ 17,127.46 | \$ 28,827.03 | |
| 5 | Request for Information | | | | | | | | \$ - | \$ 3,896.90 | \$ 3,896.90 | |
| 6 | Claims and Disputes | 2.00 | 12.00 | | | | | | \$ 2,060.94 | \$ 1,177.68 | \$ 3,238.62 | |
| 7 | Project Records | | 6.00 | | 2.00 | | | | \$ 1,073.80 | \$ 2,387.99 | \$ 3,461.79 | |
| | subtotal | | | | | | | | \$ 44,269.03 | \$ 80,280.46 | \$ 124,549.49 | |
| | Construction Inspection | | | | | | | | \$ - | \$ - | \$ - | |
| 8 | Onsite Inspection | | 17.00 | | 251.00 | | | | \$ 26,415.34 | \$ 91,196.78 | \$ 117,612.12 | |
| 9 | Acceptance of Work | | | | | | | | \$ - | \$ - | \$ - | |
| 10 | Stop Work Order | | | | | | | | \$ - | \$ 883.26 | \$ 883.26 | |
| | subtotal | | | | | | | | \$ 26,415.34 | \$ 92,080.04 | \$ 118,495.38 | |
| | Change Orders | | | | | | | | \$ - | \$ - | \$ - | |
| 11 | Change Order Review | | 24.00 | | | | | | \$ 3,533.04 | \$ 3,533.04 | \$ 7,066.08 | |
| 12 | Design Change | | 4.00 | | | | | | \$ 588.84 | \$ 2,355.36 | \$ 2,944.20 | |
| 13 | DCVR | | 6.00 | | | | | | \$ 883.26 | \$ 2,355.36 | \$ 3,238.62 | |
| 14 | Negotiations | | 18.00 | | | | | | \$ 2,649.78 | \$ 2,355.36 | \$ 5,005.14 | |
| 15 | Change Order Documents | | 12.00 | | | | | | \$ 1,766.52 | \$ 3,862.96 | \$ 5,629.48 | |
| | subtotal | | | | | | | | \$ 9,421.44 | \$ 14,462.08 | \$ 23,883.52 | |
| | Construction Survey | | | | | | | | \$ - | \$ - | \$ - | |
| 16 | Pipeline Alignments | | | | | | | | \$ - | \$ 1,212.40 | \$ 1,212.40 | |
| 17 | Elevations | | | | | | | | \$ - | \$ 1,212.40 | \$ 1,212.40 | |
| | subtotal | | | | | | | | \$ - | \$ 2,424.80 | \$ 2,424.80 | |
| | Project Close-out | | | | | | | | \$ - | \$ - | \$ - | |
| 18 | Timely Completion | | | | | | | | \$ - | \$ 2,944.20 | \$ 2,944.20 | |

Exhibit C (4 of 4)

| Item | Task Description | Principal Engineer | Project Manager | Project Engineer | Project Inspector | Secretary/Clerk | CADD Operator | 3-man survey crew | PROPOSED ADDITIVE AMOUNT (PC 5 ONLY) | REVISED CONTRACT AMOUNT incl.CO#1 & PC #2-4) | PROPOSED REVISED CONTRACT AMOUNT incl.CO1 & PC 6 | JUSTIFICATION - REASON FOR CHANGE |
|------|-------------------------------------|--------------------|-----------------|------------------|-------------------|-----------------|---------------|-------------------|--------------------------------------|----------------------------------------------|--------------------------------------------------|-----------------------------------|
| 19 | Punchist Development | \$ 147.21 | \$ 147.21 | \$ 112.58 | \$ 95.27 | \$ 45.48 | \$ 57.42 | \$ 1,210.73 | \$ - | \$ 5,230.68 | \$ 5,230.68 | |
| 20 | Inspections | | | | | | | | \$ - | \$ 5,230.68 | \$ 5,230.68 | |
| 21 | Training & Warranty | | | | | | | | \$ - | \$ - | \$ - | |
| | subtotal | | | | | | | | \$ - | \$ 13,405.56 | \$ 13,405.56 | |
| | JBTOTAL - CONSTRUCTION PHASE | | | | | | | | \$ 80,105.81 | \$ 202,652.93 | \$ 282,758.74 | |
| | | | | | | | | | \$ - | \$ - | \$ - | |
| | POST CONSTRUCTION | | | | | | | | \$ - | \$ - | \$ - | |
| 1 | Final Report | | | | | | | | \$ - | \$ 2,234.26 | \$ 2,234.26 | |
| 2 | Project Records | | | | | | | | \$ - | \$ 2,234.26 | \$ 2,234.26 | |
| 3 | Record Drawings | | | | | | | | \$ - | \$ 2,234.26 | \$ 2,234.26 | |
| | subtotal | | | | | | | | \$ - | \$ 6,702.78 | \$ 6,702.78 | |
| | | | | | | | | | \$ - | \$ - | \$ - | |
| | EXPENSE ITEMS | | | | | | | | \$ - | \$ - | \$ - | |
| | CONSTRUCTION PHASE | | | | | | | | \$ - | \$ - | \$ - | |
| 1 | Mailing & Expediting | | | | | | | | \$ - | \$ - | \$ - | |
| 2 | Report Reproduction | | | | | | | | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | |
| 3 | Drawing Reproduction | | | | | | | | \$ 400.00 | \$ 400.00 | \$ 400.00 | |
| 4 | Photo film dev | | | | | | | | \$ - | \$ - | \$ - | |
| 5 | Fuel | | | | | | | | \$ 800.00 | \$ 1,600.00 | \$ 2,400.00 | |
| 6 | Office Supplies | | | | | | | | \$ 550.00 | \$ 1,600.00 | \$ 2,150.00 | |
| 7 | Digital Cameras | | | | | | | | \$ - | \$ - | \$ - | |
| 8 | Testing | | | | | | | | \$ - | \$ - | \$ - | |
| 9 | Baza Garden Wetland Testing | | | | | | | | \$ 1,437.55 | \$ 1,437.55 | \$ 1,437.55 | |
| | | | | | | | | | \$ - | \$ - | \$ - | |
| | POST CONSTRUCTION | | | | | | | | \$ - | \$ - | \$ - | |
| 1 | Mailing & Expediting | | | | | | | | \$ - | \$ - | \$ - | |
| 2 | Report Reproduction | | | | | | | | \$ 247.43 | \$ 247.43 | \$ 247.43 | |
| 3 | Record Drawing Reproduction | | | | | | | | \$ 500.00 | \$ 500.00 | \$ 500.00 | |
| | subtotal | | | | | | | | \$ 1,350.00 | \$ 7,284.98 | \$ 8,634.98 | |
| | | | | | | | | | \$ - | \$ - | \$ - | |
| | Grand Total | | | | | | | | \$ 81,455.81 | \$ 216,640.69 | \$ 298,096.50 | |