

GUAM CONSOLIDATED COMMISSION ON UTILITIES

RESOLUTION NO. 45-FY2016

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 1 TO THE BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE PROJECT

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 currently has a number of critical Court Order ("CO") projects including the Baza Gardens WWTP improvements that are necessary for the plant to achieve compliance with the WWTP's NDPES permit, as stated in Paragraph 13 of the 2011 Court Order; and

WHEREAS, GWA advertised for design services via RFP-13-ENG-2015 for an engineering firm to design the Baza Gardens Wastewater Cross-Island Pumping and Conveyance System which was evaluated to be the best solution for GWA and which the CCU subsequently approved via Resolution No. 06-FY2016, the intent of the project design project and authorized GWA management to enter into a contract with the most qualified design firm; and

WHEREAS, the CCU further approved via Resolution No. 06-FY2016 that the contract amount not exceed Three Million Dollars (\$3,000,000.00) which GWA was able to stay under after negotiating a design contract with the most qualified design firm, Duenas Camacho and Associates (DCA), in the amount of Two Million Nine Hundred Ninety Seven Thousand Eight Hundred Seventy Five Dollars and Five Cents (\$2,997,875.05); and

WHEREAS, during the course of the wastewater conveyance design work other infrastructure improvements such as existing waterline size increase, communications conduit

installation as well as private property acquisition services were determined to be necessary and given DCA's design project boundary limits are along the same location as the waterline and communications improvement needs and private property acquisition, GWA management finds that there will be a cost savings to have DCA address the additional design needs and property acquisition services within their current contract; and

WHEREAS, the additional design services to increase the existing waterline size to an 18" diameter along Route 17 is related to GWA's efforts to reduce Navy water purchases in Santa Rita by eliminating water flow restrictions that an existing 8" diameter water main is causing; and

WHEREAS, the additional design services to design communication conduit along Route 17 is related to a cooperative agreement between GWA and GPA to improve SCADA communication by adding communication conduits and hand holes along Route 17 where fiber optical communication lines can be installed at a later date from which GWA and GPA can benefit from the faster means of communication; and

WHEREAS, GWA has negotiated with DCA the additional design services from which a fee proposal (See Exhibit A) in the amount of One Hundred Eleven Thousand One Hundred Forty Six Dollars (\$111,146.00) has been determined to be reasonable; and

WHEREAS, GWA Management seeks CCU approval of DCA's fee proposal relative to Change Order No. 1 in the amount of One Hundred Eleven Thousand One Hundred Forty Six Dollars (\$111,146.00), plus a five percent (5%) contingency to the original design contract value of One Hundred Forty Nine Thousand Eight Hundred Ninety Three Dollars and Seventy Five Cents (\$149,893.75), to bring the total authorized funding amount to a maximum of Three Million Two Hundred Fifty Eight Thousand Nine Hundred Fourteen Dollars and Eighty Cents (\$3,258,914.80); and

WHEREAS, funding for Change Order No. 1 and contingency will be from the 2015 Bond Funds under line item CIP WW 11-03; and

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

- 1. The recitals set forth above hereby constitute the findings of the CCU.
- 2. The CCU finds that the terms of the conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
- 3. The CCU hereby authorizes the management of GWA to execute Change Order No. 1 with Duenas Camacho and Associates in the amount of One Hundred Eleven Thousand One Hundred Forty Six Dollars (\$111,146.00) (Exhibit A).
- 4. The CCU hereby further approves the total funding amount for this project to a maximum of Three Million Two Hundred Fifty Eight Thousand Nine Hundred Fourteen Dollars and Eighty Cents (\$3,258,914.80) which includes the original contract value of Two Million Nine Hundred Ninety Seven Thousand Eight Hundred Seventy Five Dollars and Five Cents (\$2,997,875.05) plus Change Order No. 1 at One Hundred Eleven Thousand One Hundred Forty Six Dollars (\$111,146.00) and a five percent (5%) contingency to the original design contract value of One Hundred Forty Nine Thousand Eight Hundred Ninety Three Dollars and Seventy Five Cents (\$149,893.75).
- The CCU hereby further approves the additional funding needs for Change Order No. 1 and contingency for this project to be from the 2015 Bond Funds under line item CIP WW 11-03

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

DULY AND REGULARLY ADOPTED, this 26th day of July 2016.

Certified by:

JOSEPH T. DUENAS

Chairperson

Attested by:

/ J. GEORGE BAMBA

Secretary

///

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

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

AYES:	4
NAYS:	0
ABSTENTIONS:	0
ABSENT:	1



Exhibit A (1 of 12)_{06.22.16 (rev 3)}

GUAM WATERWORKS AUTHORITY BAZA GARDENS WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE SYSTEM PROJECT GWA PROJECT NO. S15-008-BND

Contract Amendment No. 1 Scope of Work

Design of Route 17 Water and Communications Infrastructure Improvements
and Property Acquisition Services

PART 1 – Scope of Work for Design of Route 17 Water and Communications Line Improvements

1.0 BACKGROUND

Duenas, Camacho & Associates, Inc. (DCA) as part of the design services for the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract dated February 5th, 2016, has been providing the contracted services. As part of these services the consultant has identified an existing waterline located along Route 17. This existing waterline was identified as a "bottle neck" in GWA's water conveyance system. Attachment "A" provides more discussion on this "bottleneck".

Further discussion with GWA operations and engineers confirmed that eliminating this "bottleneck" will improve GWA's water system and is line with GWA's overall plan to move more water from the north over to the Agat and Santa Rita villages. In fact, this line is the only connection GWA has at this time to move water to these two southern villages. In addition to the analysis provided in Attachment "A" the consultant has also evaluated the conveyance corridor along Route 17. Based on this evaluation the consultant has identified one area where the existing waterline is located outside of the right of way (ROW). As part of this SOW the new water system will be routed inside the existing public ROW.

This SOW will provide for hydraulic improvements listed in Attachment "A" and will eliminate a location where GWA's infrastructure falls outside of the ROW.

The consultant met with representatives from GWA and GPA, see Attachment "B" meeting minutes. During this meeting and subsequent dialog with John Cruz of GPA it was determined that the scope of improvements include a fiber optic conduit within the trenches of the new water/wastewater system infrastructure which is consistent with a current agreement between GWA and GPA to allow for installation of communication conduit(s) in new utility infrastructure construction.

A copy of the proposed fees for this SOW is provided as Attachment "C". This proposed SOW will take advantage of the existing survey and analysis conducted as part of the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract.

Based on GWA's needs, this project may be procured as a stand-alone bid or together with the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract. The contract deliverable times presented in part 2.3 of this SOW can be modified to meet GWA desired delivery approach.

2.0 DESIGN SERVICES

2.1 General Scope of Improvements

The general scope of improvements is summarized below:

Waterline:

- 1. 14,100 feet of new 18-inch water line connecting the existing 12-inch line to the Sinifa Water tank. DCA would recommend continued use of the recently installed 12-inch line. A concept sketch is attached to this SOW.
- 2. This new design effort would use survey data collected as part of the ongoing Cross Island Road design service. Additional topographic survey will be provided between Route 17 and the Sinifa water tank.

Communication Conduit:

- 1. Coordination on future fiber optic capacity and location of conduit route.
- 2. Coordination with the civil engineer for placement of comm. hand holes along the desired route.
- 3. Design of duct bank and manhole/hand hole details for desired cable size and service points.
- 4. Design of duct bank entrance to the currently planned pump stations along Route 17 and main headworks facility at Baza Gardens.

2.2 Consultant Services

The Consultant will provide services for civil, electrical, and survey for the design of improvements as defined by the following tasks.

2.2.1 General Project Management

The general project management will follow the existing project management plan prepared for the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract. Biweekly meetings conducted as part of the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract will include the new design services described herein.

Deliverables. Provide deliverables in accordance with GWA guidelines and section 2.3 below.

2.2.2 Topographic and Wetland Surveying & Mapping

Exhibit A (3 of 12)

06.22.16 (rev 3)

Within one week after NTP, the Consultant will commence boundary, topographic and as built surveying and mapping of the portion of roadway between Route 17 and the Existing GWA Sinifa Water tank. The Consultant will verify/confirm the accuracy and viability of this information and will use all or portions thereof for the design of this project.

2.2.3 Permits Review

The ongoing permits review conducted as part of the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract will be used for this new waterline. The portion of waterline that falls outside of the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract alignment will be located within the disturbed right of way, so no permitting services will be provided for this segment of new waterline.

2.2.4 Preliminary Engineering

The Consultant will proceed with preliminary engineering design. Preliminary engineering will include the following tasks.

- a. Hydraulic modeling of the new waterline.
- b. Conceptual alignment

2.2.5 Conduct Geotechnical surveys

No new Geotechnical services will be offered as part of this SOW. The information gartered under the Baza gardens Wastewater Cross-Island Pumping and Conveyance contract will be used.

2.2.6 Design Development (60% Design)

The Consultant will develop the design of the project to 60% completion. The following tasks are included:

- a. Prepare 60% complete drawings, specifications and cost estimate.
- b. Incorporate GWA comments and input resulting from the review of the 30% design submittal.
- c. Prepare a pre-final Basis of Design and design calculations

The Consultant will submit a 60% complete design package in accordance with the approved project schedule, following which a review conference will be held and comments provided by GWA.

2.2.7 Pre-Final and Final Design

The Consultant will prepare and submit 90% complete design drawings, specifications, and draft bid and contract documents. The submittal will provide enough information for securing all permits for the project (including a construction permit). The Consultant will assist GWA in applying for the construction permit using this submittal. This submittal will include the following:

Exhibit A (4 of 12)

- Final Basis of Design that will include:
 - Final hydraulic calculations
 - Final Electrical calculations
- Pre-Final drawings, specifications, bid documents and cost estimate

A final design review conference will be held between the Consultant and GWA, and the resulting comments and corrections will be incorporated in the final submittal. Guam EPA will be invited to attend the final review conference. The Consultant will submit the final design/construction documents in hard copy originals, the desired number of print copies as well as native electronic files.

2.3 Project Deliverables and Submittal Standards

The Consultant will provide the following deliverables. The objective of the submittal schedule is to provide deliverables in conjunction with the wastewater conveyance system improvements submittal. The Consultant will provide the pre-final and final submittals as part of the integrated improvement plans for both wastewater and waterline improvements. GWA recognizes this objective and will provide timely submittal reviews such as to assist the Consultant in achieving this submittal objective. All submittals will be provided in the number of copies indicated.

2.3.1 Project Initiation and Concept Design Phase

	Deliverable	Copies	Schedule
1.	Updated Preliminary Basis of Design	3	Within 30 days after NTP
	2.3.2 Preliminary Engineering (30%) Design	n Phase	
	Deliverable	Copies	Schedule
1.	Preliminary Basis of Design Report	3	Within 45 days after NTP
2.	Preliminary Plans, Specs, Cost Opinion	3	Within 45 days after NTP
	2.3.3 Pre-Final Design Phase (90% Comple	ete)	
	Deliverable	Copies	Schedule*
1.	Final Basis of Design and Design Calculations	3	Within 90 days after NTP
2.	90% Complete Plans, Specs, Estimate	3	
	and Preliminary Construction Schedule	3	Within 90 days after NTP
3.	Preliminary Construction Schedule	3	Within 90 days after NTP
	2.3.4 Final Construction Documents		
	Deliverable	Copies	Schedule*
1. 2.	Original Drawings, Specifications & Estimate	1 (Set)	Within 120 days after NTP
۷.	Prints of Construction Bid Package and Construction Schedule	3	Militar 400 days for NED
	and construction striedule	3	Within 120 days after NTP

^{*} The Consultant shall provide the Pre-final submittal as part of the total Pre-Final submittal package for both wastewater and waterline improvements.

Exhibit A (5 of 12)

2.3.6 Submittal Standards

- a. Drawings: Drawings will conform to GWA Standards and will be prepared using AutoCad (Version 2011 or later), the version to be approved by GWA
- b. Specifications (CSI Format): Specifications will conform to GWA Standards.
- c. Cost Opinion: Construction Cost Opinions and the Bid Form will conform to GWA Standards.
- d. Project Schedule: Construction Schedule will be CPM-based and conform to GWA Standards.

2.4 Services During Bid Phase and Construction

No post design services are included.

3.0 GWA RESPONSIBILITIES

GWA be responsible for providing the following:

- A. Right-of-Entry permits for areas/properties that the Consultant must investigate and/or survey for performance of his work.
- B. Property maps, past studies and other relevant documents in its possession (If available) that the Consultant will need to properly perform his work including the Phase 1 ESA Report.
- C. Timely reviews of and responses to the Consultant's submittals and inquiries such as to facilitate the Pre-Final and Final Design Submittals of the wastewater and waterline improvements as a single, integrated construction package.
- D. Timely initiation and issuance of optional tasks and appropriate contract amendments.
- **4.0 POLICY GUIDE AND REFERENCE MATERIALS:** The design will conform to current industry standards and the following policy guide and reference materials:
 - A. Baza Gardens Wastewater System Evaluation Report and Appendices
 - B. GWA Design and Construction Standards
 - C. 2009 International Building Code (version adopted by the Government of Guam)
 - D. American National Standards Institute (ANSI)
 - E. National Electrical Manufacturer's Association (NEMA)
 - F. American Water Works Association (AWWA)

PART 2 - Scope of Work for Property Acquisition Services

1.0 INTENT

It is the intent of the Guam Waterworks Authority (GWA) to engage the services of the Consultant to provide property acquisition support services in conformance with GWA requirements for GWA projects.

2.0 PROPERTY IDENTIFICATION

Portions of or the entirety of the following parcels located the Route 17 road corridor are included under these services:

- 1. Lot 8, Tract 25305, Municipality of Yona, Guam
- 2. Lot 402-R10-2-10-1, Municipality of Agat, Guam

3.0 SCOPE OF PROPERTY ACQUISITION SERVICES

The Consultant shall for each parcel perform or arrange for the performance of all necessary services to support GWA property acquisition in conformance with the GWA requirements:

Land Title and Escrow Requirements

➤ The Consultant shall confirm ownership by providing GWA a Preliminary Title Report (PTR) and Title Insurance for subject parcels as may be prepared and issued by a Guam-based Title Company. To this end, the Consultant shall make arrangements and contract with a Guam-based Title Company for the title work and for handling escrow requirements for the purchase of each parcel identified for acquisition.

Negotiation Process

- > The Consultant shall explain the applicable GWA policies and procedures to each property owner.
- The Consultant will make arrangements, contract for and coordinate the conduct of an appraisal of each parcel identified for acquisition. The Appraiser retained by the Consultant shall be licensed by the Government of Guam to perform real estate appraisals on Guam and shall be approved by GWA prior to engagement by the Consultant.

Exhibit A (7 of 12)

- > The Consultant shall prepare a draft binding offer(s) using GWA's format.
- > The Consultant shall prepare a Summary Statement. The Summary Statement shall be submitted to GWA for review and approval prior to presenting it to the each property owner(s) or their authorized representative(s). The following information must be included in the Summary Statement which can be found in the appraisal report:
 - Separate amounts for land, improvements, real estate damages/cost to cure, and property owner fees and costs as appropriate;
 - A description of the real property and the interest in the real property to be acquired;
 - An identification of the buildings, structures, and other improvements, including building equipment and trade fixtures, or items of personal property, if any, that are included in the offer; and
 - If appropriate, an identification of any separately held ownership in the property, such as a tenant or lease holder and any tenant or lease holder-owned improvement(s) for which separate offers will be made
- ▶ If feasible and practicable, the Consultant shall make personal contact and deliver the binding offer directly to the property owner. If the owner has appointed a duly authorized representative to act in his/her behalf, the Consultant shall provide the authorized representative with a true copy of the binding offer. The document authorizing such a representative shall be submitted to GWA for review and acceptance prior to conducting any transactions with the representative. If the owner desires, the representative may be present when the offer is delivered.
- ➤ The Consultant must obtain a written acknowledgment by the property owner(s) or their authorized representative that the offer was received.
- ➤ The Consultant shall immediately notify GWA in writing, should the owner designate an authorized representative and follow up by completing any forms required by GWA.
- > The Consultant shall adequately present the property owner or his/her authorized representative with the following documents:

Exhibit A (8 of 12)

- o Summary Statement
- o Offer and Purchase Agreement
- o Appraisal Report and Review Appraiser's Statement
- Rights of Way Plan/Construction Plan
- o Real Estate Requirement Map
- o Aerial Map
- ➤ The Consultant shall negotiate the just compensation promptly and in good faith with the property owner(s) or their authorized representative. Property owner(s) must be given at least thirty (30) calendar days from the date they receive the initial binding offer to respond to the offer before GWA initiates condemnation procedures. In the event the offer is made by certified mail and the offer is returned as undeliverable by postal authorities, the thirty (30) calendar days will begin on the date the offer is returned as undeliverable.
- The Consultant shall prepare a reminder letter of the Offer and Purchase Agreement to the owner(s) or their authorized representative(s) should the owner or their authorized representative(s) not respond within twenty-one (21) calendar days from the date the offer was received.
- The Consultant shall notify GWA within three (3) business days upon receiving a response from the owner(s) or their authorized representative. Should the owner not respond after the thirty (30) calendar days have expired the Consultant shall notify GWA of the situation within three (3) business days.
- Should the property owner(s) or their authorized representative disagree with the binding offer of "just compensation" from GWA, the Consultant shall request that the property owner(s) or their authorized representative provide a written explanation justifying their opinion of value within ten (10) calendar days. The Consultant shall forward the justifications to GWA within three (3) business days.
- The Consultant shall prepare a recommendation for an Administrative Settlement by providing a written explanation fully describing how the settlement is reasonable, prudent and in the best interest of GWA.
- The Consultant shall notify the owner(s) or their authorized representative within three (3) business days of receiving GWA's decision of the Administrative Settlement.

Exhibit A (9 of 12)

The Consultant must conduct negotiations in an appropriate manner and document the negotiations in detail on a log sheet or diary per GWA guidelines.

Eminent Domain

Should negotiations reach an impasse requiring that eminent domain be commenced, the Consultant shall provide coordination and assistance necessary to aid the condemnation counsel prior to initiation of condemnation proceedings. Support by the Consultant during condemnation proceedings will be engaged as additional services by amendment to the Consultant's contract and shall be compensated on a time and material cost basis.

GWA Records Management

- ➤ The Consultant shall submit a log or diary for each parcel of all pertinent information and contacts concerning the project parcel.
- ➤ The Consultant shall provide to GWA a written report, summarizing the status of acquisition for each parcel on a weekly basis. GWA at their discretion may reduce the reports to once every two weeks. The reports shall include at least the following:
 - o Project Name
 - o Project No.
 - Lot Description
 - Owner of Parcel
 - Authorized Representative (if any)
 - Contact Number, Address, and Email Address
 - Detailed description of activity (include time and date)

Legal Documents and Land Acquisition Closing

- > The Consultant shall notify GWA of the selected title company and shall open and close escrow.
- > The Consultant shall notify GWA of the closing cost, which will include the cost of the final PTR, title insurance and all necessary supporting documents needed for the closing of escrow.

Schedule of Submittals and Payment:

Weekly diary logs summarizing the status of each parcel.

Exhibit A (10 of 12)

- The Consultant shall have a total of **One Hundred Fifteen (115) business days** to complete the project. The following delineates the required schedule of payment:
 - 1st Submittal, 50% payment of total cost per lot: (Due within Thirty (30) business days from receipt of Notice to Proceed)
 - PTR and invoice/receipt of PTR
 - Summary Statement and acknowledging receipt
 - Offer and Purchase Agreements (Binding Offer of Just Compensation) and acknowledging receipt
 - 2nd Submittal, 25% payment of total cost per lot:
 - o Certified mail receipt of Reminder Letter
 - Acceptance of Offer or Administrative Settlement Statement (if applicable)
 - Final Submittal, 25% payment of total cost per lot:
 - Closing of escrow (Settlement Statement, Deeds, Release of Mortgage and Title Insurance)
 - Compilation of all log or diaries and written reports on status of each parcel.
- > All progress payments shall require copies of invoices to show proof of payment for subcontracted work.
- All progress payments are based on work completed and accepted by GWA.

Government Responsibilities

- GWA will provide the following to the Consultant for the properties to be acquired, unless the items are deliverables under the Consultant's basic contract with GWA:
 - Abstract of Title (if needed)
 - Owner(s) or Authorized Representative contact information
 - Contracts with and payments to Appraiser(s) and Title Company (DCA will make arrangements, contract and coordinate work with Appraiser and Title Company.
 - o Review of Appraiser's Statements and Reports
 - o Approval of Improvement Plans/Construction Plans
 - o Review of Current Property Maps
 - Review and Approval of Real Estate Requirement Map

Exhibit A (11 of 12)

- ➤ GWA shall record all Deeds and Maps at the Department of Land Management.
- ➤ GWA shall designate a GWA official who will coordinate property acquisition services in behalf of the Authority to whom DCA will direct deliverables and seek resolution of property acquisition issues.

Exhibit A (12 of 12)

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