



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

RESOLUTION NO. 32-FY2018

RELATIVE TO APPROVAL OF CONTRACT FOR DESIGN AND CONSTRUCTION OF THE GWA INTERCEPTOR SEWER REFURBISHMENT PROJECT, NORTHERN DISTRICT, GWA PROJECT NO. S18-003-OEA (OEA GRANT OCO N676-16-01)

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, the U.S. Department of Defense, Office of Economic Adjustment awarded to GWA a General Assistance Grant (OCON676-16-01) for community investment August 26, 2016 for \$30,600,000, of which funding for the interceptor sewer refurbishment is included; and

WHEREAS, the General Assistance Grant is to be used for water and wastewater improvements in support of the relocation of U.S. Marines and their dependents to Guam; and

WHEREAS, the report “Final Guam Water and Wastewater Assessment Report in Support of the Economic Adjustment Committee Implementation Plan,” (NAVFAC, Department of the Navy, February 2015) has recommended the refurbishment of GWA’s Interceptor Sewer from the Andersen Air Force Base (AAFB) gate on Rt. 9 to the Northern District Wastewater Treatment Plant; and

WHEREAS, the refurbishment is necessary to prevent sewer collapses and the resultant loss of wastewater sewer services to proposed Marine Corps housing at AAFB and cantonment at Finegayan; and

1 **WHEREAS**, GWA has advertised an Invitation for Bid IFB-03-ENG-2018 dated
2 January 23, 2018, soliciting bid proposals from experienced, responsible, and responsive bidders
3 to design and construct refurbishments to the interceptor sewer through a multi-step bid; and
4

5 **WHEREAS**, the Pre-Bid Conference was attended by thirteen (13) interested firms and
6 thirteen (13) firms picked up the appropriate documents on flash drive, from which GWA
7 received bid submittals from three (3) firms before the bid submittal deadline (See EXHIBIT A –
8 Abstract of Bids); and
9

10 **WHEREAS**, Step 1 of the multi-step bid was conducted by GWA where firms presented
11 their qualifications and a technical offer on March 15, 2018; and
12

13 **WHEREAS**, GWA Engineering evaluated the proposals and technical offers and issued
14 a Qualified Bidders List on March 19, 2018 qualifying all three (3) firms that submitted technical
15 offers and requested them to submit price proposals by April 26, 2018 as Step 2 of the multi-step
16 bid; and
17

18 **WHEREAS**, GWA Engineering and the Program Manager (PM/CM) analyzed all bid
19 price proposals received and determined that Core Tech-Hawaiian Dredging, LLC, who
20 submitted the lowest bid as being the responsive and responsible bidder and met all the bid
21 requirements set forth by GWA (See EXHIBIT B – Recommendation Memorandum); and
22

23 **WHEREAS**, GWA Management finds the Core Tech-Hawaiian Dredging, LLC bid
24 proposal of Twenty-Two Million Eight Hundred Ninety-Seven Thousand Eight Hundred Eight
25 Dollars (\$22,897,808.00) to be acceptable (See EXHIBIT C – Bid Proposal); and
26

27 **WHEREAS**, GWA Management is seeking approval to enter into contract with Core
28 Tech-Hawaiian Dredging, LLC for IFB-03-ENG-2018 in the amount Twenty-Two Million Eight
29 Hundred Ninety-Seven Thousand Eight Hundred Eight Dollars (\$22,897,808.00), and
30

31 **WHEREAS**, GWA Management further seeks CCU approval of a ten percent (10%)
32 contingency of Two Million Two Hundred Eighty-Nine Thousand Seven Hundred Eighty

1 Dollars and Eighty Cents (2,289,780.80) to bring the total authorized funding to Twenty-Five
2 Million One Hundred Eighty-Seven Thousand Five Hundred Eighty-Eight Dollars and Eighty
3 Cents (\$25,187,588.80); and

4
5 **WHEREAS**, the funding source for the project will be from the General Assistance
6 Grant (OCON676-16-01); and

7
8 **WHEREAS**, GWA management intends to inform the Public Utilities Commission of
9 the project and contract amount in accordance to the PUC Contract Review Protocol given the
10 funding source is a federal grant; and

11
12 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
13 does hereby approve the following:

- 14
15 1. The recitals set forth above hereby constitute the findings of the CCU.
16 2. The CCU finds that the terms of the bid proposal submitted by Core Tech-
17 Hawaiian Dredging, LLC are fair and reasonable.
18 3. The CCU hereby authorizes the management of GWA to accept the bid from
19 Core Tech-Hawaiian Dredging, LLC attached hereto as EXHIBIT C, and
20 which is also incorporated into this Resolution in its entirety.
21 4. The CCU hereby authorizes the management of GWA to execute an
22 Agreement with Core Tech-Hawaiian Dredging, LLC in the amount of
23 Twenty-Two Million Eight Hundred Ninety-Seven Thousand Eight Hundred
24 Eight Dollars (\$22,897,808.00)
25 5. The CCU hereby authorizes the funding total of Twenty-Two Million Eight
26 Hundred Ninety-Seven Thousand Eight Hundred Eight Dollars
27 (\$22,897,808.00), along with a ten percent (10%) contingency of Two Million
28 Two Hundred Eighty-Nine Thousand Seven Hundred Eighty Dollars and
29 Eighty Cents (2,289,780.80), bringing the total requested funding amount to
30 Twenty-Five Million One Hundred Eighty-Seven Thousand Five Hundred
31 Eighty-Eight Dollars and Eighty Cents (\$25,187,588.80).
32

Exhibit A - Abstract of Bids (1 of 2)

Guam Waterworks Authority Interceptor Sewer Refurbishment Bid Tab 4/26/2018

Item No.	Description	Unit	Estimate d Quantity	Engineer's Estimate		Core Tech		Granite		Insituform	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization, Insurance, Bonds, and Demobilization	LS	1			\$ 2,254,477.84	\$ 2,254,477.84	\$ 2,100,000.00	\$ 2,100,000.00	\$ 2,079,800.00	\$ 2,079,800.00
2	All work to provide survey and legal descriptions for preparation of permanent easements on Ancestral Lands	LS	1			\$ 38,795.00	\$ 38,795.00	\$ 40,000.00	\$ 40,000.00	\$ 21,100.00	\$ 21,100.00
3	All work required for field verification, design and Design Professional Services, including but not limited to design submittals, flow management plans, meetings, permitting assistance, coordination, and other services to provide full compliance with all applicable laws and regulations	LS	1			\$ 1,528,978.00	\$ 1,528,978.00	\$ 1,871,284.00	\$ 1,871,284.00	\$ 819,700.00	\$ 819,700.00
4	Archaeological Survey and Report for complete project	LS	Allowance	\$40,000	\$40,000	\$ 40,000.00	\$40,000	\$ 40,000.00	\$40,000	\$ 40,000.00	\$40,000
5	Building Permit Fees	LS	Allowance	\$85,000	\$85,000	\$ 85,000.00	\$85,000	\$ 85,000.00	\$85,000	\$ 85,000.00	\$85,000
6	Plan Check Fee	LS	Allowance	\$55,000	\$55,000	\$ 55,000.00	\$55,000	\$ 55,000.00	\$55,000	\$ 55,000.00	\$55,000
7	Highway Encroachment Permit Fee	LS	Allowance	\$20,000	\$20,000	\$ 20,000.00	\$20,000	\$ 20,000.00	\$20,000	\$ 20,000.00	\$20,000
8	ProjectWise Construction Management Software	EA	Allowance	\$25,000	\$25,000	\$ 25,000.00	\$25,000	\$ 25,000.00	\$25,000	\$ 25,000.00	\$25,000
9	Furnish new 12-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000			\$ 26.03	\$ 130,147.00	\$ 15.00	\$ 75,000.00	\$ 29.00	\$ 145,000.00
10	Furnish new 18-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000			\$ 50.42	\$ 252,096.00	\$ 30.00	\$ 150,000.00	\$ 47.00	\$ 235,000.00
11	Sum of all work associated with unexploded ordinance survey and compliance on DoD	LS	1			\$ 104,148.00	\$ 104,148.00	\$ 650,000.00	\$ 650,000.00	\$ 215,900.00	\$ 215,900.00
12	Sum of all work associated with unexploded ordinance survey and compliance off DoD	LS	1			\$ 6,719.00	\$ 6,719.00	\$ 60,000.00	\$ 60,000.00	\$ 54,700.00	\$ 54,700.00
Phase 1 Bid Items (Manhole 2492 to Manhole 6016)											
13	Sum of all work to make repair at 178 feet downstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 500.00	\$ 500.00	\$ 27,300.00	\$ 27,300.00
14	Sum of all work to make repair at 109 feet upstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 50,000.00	\$ 50,000.00	\$ 21,900.00	\$ 21,900.00
15	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	3,779			\$ 333.64	\$ 1,260,841.05	\$ 400.00	\$ 1,511,600.00	\$ 522.00	\$ 1,972,638.00
16	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	7,397			\$ 403.42	\$ 2,984,105.14	\$ 470.00	\$ 3,476,590.00	\$ 501.00	\$ 3,705,897.00
17	Sum of all work to Rehabilitate Manholes	EA	29			\$ 11,902.52	\$ 345,173.00	\$ 25,000.00	\$ 725,000.00	\$ 5,800.00	\$ 168,200.00
18	Furnish and Install New Manhole to replace MH 6018 with new 24-inch diameter PVC stub-out to accommodate Route 3 widening project, complete in	LS	1			\$ 22,827.00	\$ 22,827.00	\$ 50,000.00	\$ 50,000.00	\$ 71,100.00	\$ 71,100.00
19	Record Drawings	LS	1			\$ 5,282.00	\$ 5,282.00	\$ 500.00	\$ 500.00	\$ 15,300.00	\$ 15,300.00
Phase 2 Bid Items (Manhole 6016 to Manhole 5916)											
20	Sum of all work to make repair at 6 feet downstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 500.00	\$ 500.00	\$ 27,300.00	\$ 27,300.00
21	Sum of all work to make repair at 102 feet downstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 80,000.00	\$ 80,000.00	\$ 27,300.00	\$ 27,300.00
22	Sum of all work to make repair at 220 feet downstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 500.00	\$ 500.00	\$ 27,300.00	\$ 27,300.00
23	Sum of all work to make repair at 98 feet upstream of MH 5917	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 500.00	\$ 500.00	\$ 16,400.00	\$ 16,400.00
24	Sum of all work to make repair at 202 feet upstream of MH	LS	1			\$ 38,891.00	\$ 38,891.00	\$ 500.00	\$ 500.00	\$ 16,400.00	\$ 16,400.00
25	Furnish and install 18-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	1,071			\$ 268.49	\$ 287,553.00	\$ 340.00	\$ 364,140.00	\$ 870.00	\$ 931,770.00
26	Furnish and install 24-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	2,157			\$ 305.25	\$ 658,425.98	\$ 350.00	\$ 754,950.00	\$ 1,029.00	\$ 2,219,553.00
27	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	13,763			\$ 367.50	\$ 5,057,869.47	\$ 400.00	\$ 5,505,200.00	\$ 469.00	\$ 6,454,847.00
28	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	3,199			\$ 431.27	\$ 1,379,620.89	\$ 470.00	\$ 1,503,530.00	\$ 771.00	\$ 2,466,429.00
29	Sum of all work to Rehabilitate Manholes	EA	70			\$ 11,231.66	\$ 786,216.00	\$ 25,000.00	\$ 1,750,000.00	\$ 5,800.00	\$ 406,000.00
30	Record Drawings	LS	1			\$ 9,356.00	\$ 9,356.00	\$ 500.00	\$ 500.00	\$ 15,300.00	\$ 15,300.00
Phase 3A Bid Items (Manhole 2511 to Manhole 2492)											
31	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	3,077			\$ 345.42	\$ 1,062,858.88	\$ 370.00	\$ 1,138,490.00	\$ 340.00	\$ 1,046,180.00

Exhibit A - Abstract of Bids (2 of 2)

Guam Waterworks Authority Interceptor Sewer Refurbishment Bid Tab 4/26/2018

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		Core Tech		Granite		Insituform	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
32	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	3,932			\$ 365.36	\$ 1,436,584.90	\$ 450.00	\$ 1,769,400.00	\$ 225.00	\$ 884,700.00
33	Sum of all work to Rehabilitate Manholes	EA	23			\$ 9,960.35	\$ 229,088.00	\$ 25,000.00	\$ 575,000.00	\$ 5,800.00	\$ 133,400.00
34	Record Drawings	LS	1			\$ 4,770.00	\$ 4,770.00	\$ 500.00	\$ 500.00	\$ 6,800.00	\$ 6,800.00
Phase 3B Bid Items (Northern District WWTP Influent to Manhole 2511)											
35	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	433			\$ 287.11	\$ 124,319.02	\$ 370.00	\$ 160,210.00	\$ 860.00	\$ 372,380.00
36	Furnish and install 42-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work	LF	5611			\$ 403.88	\$ 2,266,185.83	\$ 390.00	\$ 2,188,290.00	\$ 326.00	\$ 1,829,186.00
37	Sum of all work to Rehabilitate Manholes	EA	16			\$ 9,960.25	\$ 159,364.00	\$ 25,000.00	\$ 400,000.00	\$ 5,800.00	\$ 92,800.00
38	Record Drawings	LS	1			\$ 4,770.00	\$ 4,770.00	\$ 500.00	\$ 500.00	\$ 5,800.00	\$ 5,800.00
BASE BID Total of All Unit Price Bid Items						\$ 35,534,558.00	\$ 22,897,808.00	\$ 27,178,184.00	\$ 27,178,184.00	\$ 26,758,380.00	\$ 26,758,380.00
Bid Alternate A						\$ 30,585,767.00	\$ 20,989,504.00	\$ 23,856,001.00	\$ 23,856,001.00	\$ 25,222,549.00	\$ 25,222,549.00
Bid Alternate B						\$ 24,471,257.00	\$ 19,123,798.00	\$ 21,246,013.00	\$ 21,246,013.00	\$ 23,419,705.00	\$ 23,419,705.00

EXHIBIT B - Recommendation Memorandum



414 Soledad Avenue, Suite 602
Hagatna, Guam 96910

T: 671.300.4220

Memorandum

Prepared for: Guam Waterworks Authority
Project Title: GWA Interceptor Refurbishment Project, Northern District
Project No.: S18-003-OEA (OEA Grant OCON 676-16-001)
Subject: Bid Evaluation and Recommendation of Award
Date: May 8, 2018
To: Miguel C. Bordallo, P.E., General Manager, GWA
From: William P. Gilman, P.E., Brown and Caldwell
Copy to: Gloria Bensen, GWA

This memorandum summarizes the evaluation of Multi-Step Bids received for the GWA Interceptor Sewer Refurbishment Project, Northern District, GWA IFB-03-ENG-2018 and presents recommendation for award.

GWA issued an Invitation For Bid for Technical Proposals (Step 1) on January 23, 2018. The following Design-Build firms submitted Technical Proposals on March 15, 2018:

- Core Tech-Hawaiian Dredging, LLC
- Granite Construction Company Guam
- Insituform Technologies, LLC

Scoring and evaluation of Step 1 Technical Proposals was performed by a GWA Evaluation Committee that found all proposals acceptable and instructed all three firms to submit price proposals and required documentation for Step 2.

Price Proposals were received from all three firms on April 26, 2018 and publicly read aloud.

Brown and Caldwell tabulated the Bids, checked quantities and extensions for accuracy (see attached Bid Tabulation sheet) and finds Core Tech-Hawaiian Dredging, LLC the apparent low bidder with a Total Base Bid Price of \$22,897.808.00. Further examination of Core Tech-Hawaiian Dredging, LLC's bid indicated no unbalance, where prices are out of proportion or unusually low. Consequently, Brown and Caldwell believes Core Tech-Hawaiian Dredging, LLC to be the lowest, responsive, responsible bidder and recommends issuance of a Notice of Award.

EXHIBIT C - Bid Proposal



388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913 T 671 473 5000 • F 671 473 5500

April 26, 2018

Mr. Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913

Re: Multi-Step Bid for the Design and Construction of the GWA Interceptor Sewer Refurbishment Project Northern – Technical Proposal, IFB-03-ENG-2018, GWA Project No. S18-003-OEA

Hafa Adai Mr. Bordallo,

Core Tech-Hawaiian Dredging, LLC (CHL) is pleased to submit Step 2 Price Proposal to Guam Waterworks Authority in response to this Multi-Step Bid for the Design and Construction of the GWA Interceptor Sewer Refurbishment Project, Northern District, IFB-03-ENG-2018, GWA Project No. S18-003-OEA, offering our team expertise and commitment in completing the requirements of this solicitation.

The undersigned hereby acknowledges receipt of Addendum 1, 2, 3, 4, 5, 6 & 7.

As required by the IFB, the following is authorized to negotiate on the Offeror's behalf in connection with this solicitation as stated on page 10 of CHL's Operating Agreement provided in Step 1 and which is found in the last section entitled 'Forms/Documents Required by Bid/Addendum Not Referred to Above':

Name: Conchita D. Bathan
Title: Member of Management Committee
Phone: (671) 473-5000
Fax: (671) 473-5500
Email: chit.bathan@coretechintl.com

Core Tech-Hawaiian Dredging, LLC looks forward to delivering this project for the Guam Waterworks Authority. Should you have any questions regarding our Step 2 proposal, please contact the undersigned through email or telephone.

Sincerely,

A handwritten signature in black ink, appearing to read "cd bathan", is written over a horizontal line.

Conchita D. Bathan
Member, Management Committee
and CTI Chief Executive Officer

Cc: Ho S. Eun, CTI Chairman
J. Majkut, HDCC President
Kenneth Rekdahl P.E., DCA Vice President

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offerors as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in this proposal.

GUAM WATERWORKS AUTHORITY
Interceptor Sewer Refurbishment Project, Northern district
GWA Project No. IFB-03-ENG-2018, OEA Grant OCON676-16-01


PRICE PROPOSAL (Step 2)

Core Tech-Hawaiian Dredging, LLC
388 South Marine Corps Drive, STE 400
Tamuning, Guam 96913
Phone: (671) 473-5000
Fax: (671) 473-5500

"Core Tech-Hawaiian Dredging, LLC (CHL) agrees to abide by all terms, conditions, and provisions included in **Guam Waterworks Authority's Invitation for Project No. IFB-03-ENG-2018 GWA Interceptor Sewer Refurbishment Project** and agrees to furnish any or all items upon which prices are offered at the price set opposite each item."

The following person is authorized to sign this proposal and negotiate on CHL's behalf with the Government in connection with this proposal:

Ms. Conchita D. Bathan
Authorized Representative and
Member of Management Committee for
Core Tech-Hawaiian Dredging, LLC
E-mail: chit.bathan@coretechintl.com



Conchita D. Bathan 4/26/2018
Date

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in this proposal.



Table of Contents

Procurement Checklist

Bid Bond

Bid Proposal and Bid Schedule (Bid Form - Section 00410)

Certification of Bidder Regarding Equal Employment Opportunity (Appendix H)

Special Instructions to Bidders – Estimated Quantities (Appendix K)

Forms/Documents Required by Bid/Addendum Not Referred to Above

CHL Operating Agreement (Page 10 – Evidence of Authority to Sign)
with Company Resolution for GWA IFB-03-ENG-2018

List of Proposed Subcontractors and Proposed Suppliers

Acknowledgement of Addenda

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Core Tech - Hawaiian Dredging, LLC
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SURETY (Name, and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196 - 1056

OWNER (Name and Address):

**Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913**

BID

Bid Due Date: April 26, 2018
Description (Project Name— Include Location)
**GWA Interceptor Sewer Refurbishment Project, Northern District
Bid No. IFB-03-ENG-2018
GWA Project No. S18-003-OEA**

BOND

Bond Number: N/A
Date: April 4, 2018
Penal sum ***Fifteen Percent (15%) of Bid Amount*** \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

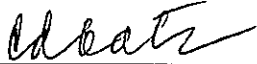
BIDDER

Core Tech - Hawaiian Dredging, LLC (Seal)
Bidder's Name and Corporate Seal

SURETY

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)
Pamela A. Cruz

Conchita D. Bathan

Print Name Member, Management Committee

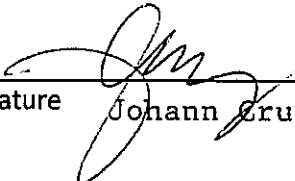
Chief Executive Officer

Title

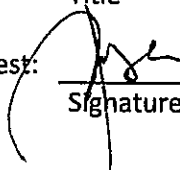
Attorney-In-Fact

Title

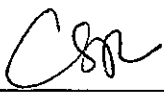
Attest:


Signature Johann Cruz

Attest:


Signature


Title Chief Financial Officer


Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Hidenobu TAKAGI, Pamela A. CRUZ and Jo TAKAGI, all of Tumon, Guam, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of November, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 23rd day of November, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE BANKING AND INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL 239

Know All Men By These Presents That:

Name FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Address 1400 AMERICAN LANE
SCHAUMBURG

IL 60196 1056

Classes of Insurance Authorized

ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
MARINE

MISCELLANEOUS
MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKMENS COMP

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 18, to the 01 day of July, 20 17, unless authority is revoked for failure to comply with the law.

General Agent(s):

TAKAGI & ASSOCIATES INC
CASSIDY'S ASSOCIATED INSURERS INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatfia, Guam on this 06 day of June A.D. 20 17.


ARTEMIO B. ILAGAN

Banking and Insurance Commissioner

SECTION 00410

BID FORM

GWA Interceptor Sewer Refurbishment

GWA IFB-03-ENG-2018

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations	1
ARTICLE 4 – Bidder’s Certification.....	2
ARTICLE 5 – Basis of Bid	3
ARTICLE 6 – Time of Completion.....	11
ARTICLE 7 – Attachments to this Bid.....	11
ARTICLE 8 – Defined Terms.....	11
ARTICLE 9 – Bid Submittal.....	11

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***Guam Waterworks Authority
GWA Engineering Division, Rm 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>February 8, 2018</u>
<u>2</u>	<u>February 23, 2018</u>
<u>3</u>	<u>March 2, 2018</u>

Refer to attachment for additional Addendum No./Date List.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, Bonds, and Demobilization	LS	1	2,254,477.84	\$2,254,477.84
2	All work to provide survey and legal descriptions for preparation of permanent easements on Ancestral Lands.	LS	1	38,795.00	\$38,795.00
3	All work required for field verification, design and Design Professional Services, including but not limited to design submittals, flow management plans, meetings, permitting assistance, coordination, and other services to provide full design support for the project	LS	1	1,528,978.00	\$1,528,978.00
4	Archaeological Survey and Report for complete project	LS	Allowance	40,000.00	\$40,000
5	Building Permit Fees	LS	Allowance	85,000.00	\$85,000
6	Plan Check Fee	LS	Allowance	55,000.00	\$55,000
7	Highway Encroachment Permit Fee	LS	Allowance	20,000.00	\$20,000
8	ProjectWise Construction Management Software	EA	Allowance	25,000.00	\$25,000
9	Furnish new 12-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	26.0294	\$130,147.00
10	Furnish new 18-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	50.4192	\$252,096.00
11	Sum of all work associated with unexploded ordinance survey and compliance on DoD property	LS	1	104,148.00	\$104,148.00
12	Sum of all work associated with unexploded ordinance survey and compliance off DoD property	LS	1	6,719.00	\$6,719.00
Phase 1 Bid Items (Manhole 2492 to Manhole 6016)					
13	Sum of all work to make repair at 178 feet downstream of MH 6036	LS	1	38,891.00	\$38,891.00
14	Sum of all work to make repair at 109 feet upstream of MH 6017	LS	1	38,891.00	\$38,891.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place,	LF	3,779	333.6441	\$1,260,841.05
16	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	7,397	403.4210	\$2,984,105.14
17	Sum of all work to Rehabilitate Manholes	EA	29	11,902.5172	\$345,173.00
18	Furnish and install New Manhole to replace MH 6018 with new 24- inch diameter PVC stub-out to accommodate Route 3 widening project, complete in place	LS	1	22,827.00	\$22,827.00
19	Record Drawings	LS	1	5,282.00	\$5,282.00
Phase 2 Bid Items (Manhole 6016 to Manhole 5916)					
20	Sum of all work to make repair at 6 feet downstream of MH 5926	LS	1	38,891.00	\$38,891.00
21	Sum of all work to make repair at 102 feet downstream of MH 5929	LS	1	38,891.00	\$38,891.00
22	Sum of all work to make repair at 220 feet downstream of MH 5432	LS	1	38,891.00	\$38,891.00
23	Sum of all work to make repair at 98 feet upstream of MH 5917	LS	1	38,891.00	\$38,891.00
24	Sum of all work to make repair at 202 feet upstream of MH 5917	LS	1	38,891.00	\$38,891.00
25	Furnish and install 18-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	1,071	268.4902	\$287,553.00
26	Furnish and install 24-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	2,157	305.2508	\$658,425.98
27	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	13,763	367.4976	\$5,057,869.47
28	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	3,199	431.2663	\$1,379,620.89

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
29	Sum of all work to Rehabilitate Manholes	EA	70	11,231.6571	\$786,216.00
30	Record Drawings	LS	1	9,356.00	\$9,356.00
Phase 3A Bid Items (Manhole 2511 to Manhole 2492)					
31	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place.	LF	3,077	345.4205	\$1,062,858.88
32	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place.	LF	3,932	365.3573	\$1,436,584.90
33	Sum of all work to Rehabilitate Manholes	EA	23	9,960.3478	\$229,088.00
34	Record Drawings	LS	1	4,770.00	\$4,770.00
Phase 3B Bid Items (Northern District WWTP Influent to Manhole 2511)					
35	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	433	287.1109	\$124,319.02
36	Furnish and install 42-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	5611	403.8827	\$2,266,185.83
37	Sum of all work to Rehabilitate Manholes	EA	16	9,960.2500	\$159,364.00
38	Record Drawings	LS	1	4,770.00	\$4,770.00
BASE BID Total of All Unit Price Bid Items					\$22,897,808.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Base Bid Price

\$ 22,897,808.00

5.02 **Bid Alternate A:** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, Bonds, and Demobilization	LS	1	2,168,766.00	\$2,168,766.00
2	All work to provide survey and legal descriptions for preparation of permanent easements on Ancestral Lands.	LS	1	38,815.00	\$38,815.00
3	All work required for field verification, design and Design Professional Services, including but not limited to design submittals, flow management plans, meetings, permitting assistance, coordination, and other services to provide full design support for the project	LS	1	1,500,472.00	\$1,500,472.00
4	Archaeological Survey and Report for complete project	LS	Allowance	40,000.00	\$40,000
5	Building Permit Fees	LS	Allowance	85,000.00	\$85,000
6	Plan Check Fee	LS	Allowance	55,000.00	\$55,000
7	Highway Encroachment Permit Fee	LS	Allowance	20,000.00	\$20,000
8	ProjectWise Construction Management Software	EA	Allowance	25,000.00	\$25,000
9	Furnish new 12-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	26.0428	\$130,214.00
10	Furnish new 18-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	50.4452	\$252,226.00
11	Sum of all work associated with unexploded ordinance survey and compliance on DoD property	LS	1	104,202.00	\$104,202.00
12	Sum of all work associated with unexploded ordinance survey and compliance off DoD property	LS	1	6,723.00	\$6,722.00
Phase 1 Bid Items (Manhole 2492 to Manhole 6016)					
13	Sum of all work to make repair at 178 feet downstream of MH 6036	LS	1	38,911.00	\$38,911.00
14	Sum of all work to make repair at 109 feet upstream of MH 6017	LS	1	38,911.00	\$38,911.00
15	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place,	LF	3,779	340.5279	\$1,286,855.00
16	Furnish and install 36-inch diameter CIPP, including service	LF	7,397	411.6834	\$3,045,222.00

	connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place				
17	Sum of all work to Rehabilitate Manholes	EA	29	12,110.0000	\$351,190.00
18	Furnish and Install New Manhole to replace MH 6018 with new 24- inch diameter PVC stub-out to accommodate Route 3 widening project, complete in place	LS	1	22,839.00	\$22,839.00
19	Record Drawings	LS	1	5,284.00	\$5,284.00
Phase 2 Bid Items (Manhole 6016 to Manhole 5916)					
20	Sum of all work to make repair at 6 feet downstream of MH 5926	LS	1	38,911.00	\$38,911.00
21	Sum of all work to make repair at 102 feet downstream of MH 5929	LS	1	38,911.00	\$38,911.00
22	Sum of all work to make repair at 220 feet downstream of MH 5432	LS	1	38,911.00	\$38,911.00
23	Sum of all work to make repair at 98 feet upstream of MH 5917	LS	1	38,911.00	\$38,911.00
24	Sum of all work to make repair at 202 feet upstream of MH 5917	LS	1	38,911.00	\$38,911.00
25	Furnish and install 18-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	1,071	276.6825	\$296,327.00
26	Furnish and install 24-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	2,157	312.1196	\$673,242.00
27	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	13,763	374.3991	\$5,152,855.00
28	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	3,199	438.2010	\$1,401,805.00
29	Sum of all work to Rehabilitate Manholes	EA	70	11,438.7857	\$800,715.00
30	Record Drawings	LS	1	9,360.00	\$9,360.00
Phase 3A Bid Items (Manhole 2511 to Manhole 2492)					
31	Perform cleaning and CCTV inspection of 30-inch diameter sewer	LF	3,077	91.1505	\$280,470.00

5.03 **Bid Alternate B:** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, Bonds, and Demobilization	LS	1	2,113,085.73	\$2,113,085.73
2	All work to provide survey and legal descriptions for preparation of permanent easements on Ancestral Lands.	LS	1	38,837.00	\$38,837.00
3	All work required for field verification, design and Design Professional Services, including but not limited to design submittals, flow management plans, meetings, permitting assistance, coordination, and other services to provide full design support for the project	LS	1	1,475,150.00	\$1,475,150.00
4	Archaeological Survey and Report for complete project	LS	Allowance	40,000.00	\$40,000
5	Building Permit Fees	LS	Allowance	85,000.00	\$85,000
6	Plan Check Fee	LS	Allowance	55,000.00	\$55,000
7	Highway Encroachment Permit Fee	LS	Allowance	20,000.00	\$20,000
8	ProjectWise Construction Management Software	EA	Allowance	25,000.00	\$25,000
9	Furnish new 12-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	26.0574	\$130,287.00
10	Furnish new 18-inch diameter HDPE bypass piping, to be transferred to GWA at completion of project	LF	5,000	50.4734	\$252,367.00
11	Sum of all work associated with unexploded ordinance survey and compliance on DoD property	LS	1	104,261.00	\$104,261.00
12	Sum of all work associated with unexploded ordinance survey and compliance off DoD property	LS	1	6,727.00	\$6,727.00
Phase 1 Bid Items (Manhole 2492 to Manhole 6016)					
13	Sum of all work to make repair at 178 feet downstream of MH 6036	LS	1	38,933.00	\$38,933.00
14	Sum of all work to make repair at 109 feet upstream of MH 6017	LS	1	38,933.00	\$38,933.00
15	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place,	LF	3,779	347.4345	\$1,312,954.98
16	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow	LF	7,397	418.6303	\$3,096,608.33

	management, traffic control, and all other necessary work, complete-in-place				
17	Sum of all work to Rehabilitate Manholes	EA	29	12,452.5172	\$361,123.00
18	Furnish and Install New Manhole to replace MH 6018 with new 24- inch diameter PVC stub-out to accommodate Route 3 widening project, complete in place	LS	1	22,852.00	\$22,852.00
19	Record Drawings	LS	1	5,286.00	\$5,286.00
Phase 2 Bid Items (Manhole 6016 to Manhole 5916)					
20	Sum of all work to make repair at 6 feet downstream of MH 5926	LS	1	38,933.00	\$38,933.00
21	Sum of all work to make repair at 102 feet downstream of MH 5929	LS	1	38,933.00	\$38,933.00
22	Sum of all work to make repair at 220 feet downstream of MH 5432	LS	1	38,933.00	\$38,933.00
23	Sum of all work to make repair at 98 feet upstream of MH 5917	LS	1	38,933.00	\$38,933.00
24	Sum of all work to make repair at 202 feet upstream of MH 5917	LS	1	38,933.00	\$38,933.00
25	Furnish and install 18-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	1,071	283.5537	\$303,686.01
26	Furnish and install 24-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	2,157	319.0107	\$688,106.01
27	Furnish and install 30-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	13,763	381.3249	\$5,248,174.60
28	Furnish and install 36-inch diameter CIPP, including service connection reinstatement, flow management, traffic control, and all other necessary work, complete-in-place	LF	3,199	445.1629	\$1,424,076.12
29	Sum of all work to Rehabilitate Manholes	EA	70	11,780.96	\$824,667.00
30	Record Drawings	LS	1	9,364.00	\$9,364.00
Phase 3A Bid Items (Manhole 2511 to Manhole 2492)					
31	Perform cleaning and CCTV inspection of 30-inch diameter sewer.	LF	3,077	91.33	\$281,034.10
32	Perform cleaning and CCTV inspection of 36-inch diameter sewer.	LF	3,932	101.80	\$400,261.09

[Printed name] Conchita D. Bathan, Member of Management Committee
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature] 

[Printed name] Johann Cruz

Title: Chief Financial Officer

Submittal Date: April 26, 2018

Address for giving notices:
388 South Marine Corps Drive, STE 400
Tamuning, GU 96913

Telephone Number: (671) 473-5000

Fax Number: (671) 473-5500

Contact Name and e-mail address: Conchita D. Bathan
chit.bathan@coretechintl.com

Bidder's License No.: License#CLB15-1204 (2018 Contractor's License)
(where applicable)

APPENDIX H

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective Contractors and their proposed sub-contractors prior to the award of Contract or sub-contracts.

CERTIFICATION OF BIDDER

Bidder's Name: Core Tech-Hawaiian Dredging, LLC

Address: 388 South Marine Corps Drive, STE 400, Tamuning, Guam 96913

Internal Revenue Service Employer Identification No.: 66-0848212

1. Participation in a previous Contract or sub-contract.
 - a. Bidder has participated in a previous Contract or sub-contract subject to the Equal Opportunity clause Yes No
 - b. Compliance reports were required to be filled in connection with such Contract or sub-contract Yes No
 - c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII or the Civil Rights Act of 1964 Yes No
N/A
 - d. If answer to item c is "NO", please explain in detail on reverse side of this certification.
2. Dollar Amount of Bid: \$ See attached Bid Proposal Form
3. Anticipated performance period 860 days.

4. Expected total number of employees who will perform the proposed construction:
Approximately 30 employees.

5. Non-segregated Facilities

a. Notice to Prospective Contractor.

(1) A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective sub-contractors for supplies and construction Contracts where the sub-contracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

b. Notice to Prospective sub-contractors of Requirements for Certification of Non-segregated Facilities.

(1) A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving sub-contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective sub-contractors for supplies and construction Contracts, where the sub-contractors exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non-segregated Facilities.

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications in duplicate from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The Contractor will include the original in his Bid Package.

6. Race of ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- | | | | | | |
|-------------------------------------|-------------------------------------|--------------------------|------------------|--------------------------|----------|
| <input type="checkbox"/> | African American | <input type="checkbox"/> | Spanish American | <input type="checkbox"/> | Oriental |
| <input type="checkbox"/> | Aleut | <input type="checkbox"/> | American Indian | <input type="checkbox"/> | Eskimo |
| <input type="checkbox"/> | White (other than Spanish American) | | | | |
| <input checked="" type="checkbox"/> | Pacific Islander | | | | |

REMARKS:

Certification: the information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer:

Conchita D. Bathan, Member of Management Committee

(Please Type)



(Signature)

04/26/2018

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

APPENDIX K

SPECIAL INSTRUCTIONS TO BIDDERS – ESTIMATED QUANTITIES

For use only in indefinite quantity Contracts or where there has been an estimated amount included in GWA's bid specifications that is to be used to determine the bid price

Bidders are hereby served notice that the following Directives or information described below must be taken into account when preparing the Bid Proposal. The Bidder shall acknowledge the directives by signing and submitting this section with their Bid Proposal.

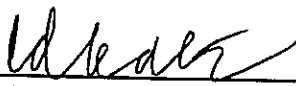
Directive #1

The bidder is cautioned to note that while the quantities specified in the Bid Schedule are based upon the best information available to GWA, the quantities for the items listed in the Bid Schedule may or may not be completely accurate. Thus, GWA makes no assurances or warranty to any bidder that the quantities listed are 100% accurate.

I, Conchita D. Bathan being an Authorized Representative acknowledge the directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

Core Tech-Hawaiian Dredging, LLC

(Company Name)


(Signature)

04/26/2018

(Date)



Evidence of Authority to Sign

Core Tech-Hawaiian Dredging, LLC Operating Agreement

OC LLC-2104

DEPT. OF REVENUE & TAXATION
GOVERNMENT OF GUAM
OCT 30 2015
BUSINESS REGISTRATION

OPERATING AGREEMENT

Of

CORE TECH – HAWAIIAN DREDGING, LLC

October 23, 2015

OC

OC

DEPT. OF REVENUE & TAXATION
GOVERNMENT OF GUAM
OCT 30 2015

Operating Agreement

BUSINESS REGISTRATION

Of

CORE TECH - Hawaiian Dredging, LLC
A Guam Limited Liability Company

THIS AGREEMENT ("Agreement") is effective as of October 23, 2015, by and between **CORE TECH INTERNATIONAL CORPORATION ("CTI")**, a Guam corporation, and **HDCC GUAM, LLC ("HDCC")**, a Nevada limited liability company, and is the Operating Agreement of **CORE TECH - HAWAIIAN DREDGING, LLC**, a Guam limited liability company (the "Company"). CTI and HDCC referred to herein individually as a "Member" and collectively as the "Members."

RECITALS:

- A. WHEREAS, the Interim General Manager, Mark G. Miller, of Guam Waterworks Authority, has issued on August 31, 2015, an INVITATION TO BID, IFB-07-ENG-2015 for a Multi-step bid for the construction of Agat-Santa Rita Wastewater Treatment Plant Replacement, GWA Project No. S14-002-BND ("Project");
- B. WHEREAS, HDCC and CTI believe that they have complementary capabilities for the pursuit of bidding on the Project and, if successful, enter into a contract or contracts with to perform the work on the Project; and
- C. WHEREAS, the Members believe there are other future construction projects in Guam which they may want the Company to pursue on a case-by-case basis;

NOW, THEREFORE, in consideration of the mutual agreements, promises, and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree that the following shall constitute the operating agreement of the Company.

Article 1
The Project

1.1 **The Contract.** The Members have agreed to form a limited liability company for the sole purpose of preparing and submitting a proposal (the "Proposal") to the Government of Guam ("Client") in response to the Invitation to Bid ("IFB") for the Project and, if successful, enter into a contract to perform the Project ("Contract"). The terms and conditions of this Agreement govern the relationship of the Members and the rendering of services required under this Agreement and under any subsequent contractual agreement with the Client relating to the Project, unless otherwise agreed to by the Members in writing.

1.2 **Services.** In connection with the Project, each Member shall perform services in the functional areas as set forth in Attachment 1 - Scope of Work/ Percentage Interests to this Agreement. It is the intent of the Members, as part of each section or portion of the work as set forth in Attachment 1, to mutually agree upon division of responsibility among the Members such that the full work scope of each section or portion can be accomplished in the most efficient and cost effective manner. Except as specified in Section 4.5 of this Agreement, no Member to this Agreement shall enter into a separate agreement directly with the Client or any third party for services in connection with the Project without the prior written approval of the other Member.

1.4 **Expenses.** Except as may be mutually agreed upon in writing by the Management Committee, each Member shall bear its own costs and expenses in connection with the negotiation of this Agreement, preparation of the Proposal for the Project, negotiation and execution of the Contract, including, but not limited to, the fees of any attorney, financial advisor, or other consultant services.

1.5 **Employees.** Unless otherwise agreed by the Management Committee, the Company shall have no employees. Each Member's personnel will remain on the payroll of the Member that employs them.

1.6 **Future Projects.** Should the Members agree to have the Company pursue future projects on Guam, this Agreement shall be amended to set forth the details concerning such project or projects and the interests and responsibility of the Members with regard to the same.

Article 2
Formation of the Company

2.1 **Company.** Subject to the terms and conditions of this Agreement, the Members hereby agree to jointly form this Guam limited liability company named "Core Tech - Hawaiian Dredging, LLC", under and in accordance with the laws of the Guam, which shall engage in the business described herein.

2.2 **Purpose.** The purpose and business of the Company shall be (a) to prepare and submit a Proposal for and, if successful, perform the Project; (b) to exercise all other powers necessary and reasonably connected with the Company's business (as limited hereinabove) which may legally be exercised by limited liability companies under Guam law; and (c) to engage in all activities necessary, customary, convenient, or incident to perform the Project.

2.3 **Place of Business.** The principal place of business of the Company shall be located at 388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913, or such other place as the Management Committee may from time to time determine.

2.4 **Term.** Unless terminated sooner pursuant to this Article 7, this Agreement shall remain in full force and effect until the earliest of:

2.4.1 Dissolution by written agreement of the Members;

2.4.2 Completion of the Contract and all work and obligations under the Contract represented by the later of the issuance of a final payment release under the Contract awarded to the Company and satisfaction of any warranty obligations or ten years from the substantial completion of the Contract;

2.4.3 An official government announcement that the IFB for the Project has been canceled; or

2.4.4 Sixty (60) days after the award of the contract(s) for the Project to another contractor to the exclusion of the Company, except that, should a bid protest be filed challenging the award, the Agreement shall remain in effect throughout the protest period and during any corrective action other than cancellation of the IFB and re-solicitation.

Article 3

Capital – Ownership Interests – Bank Account

3.1 **Capital Structure.** The capital structure of the Company shall consist of one (1) class of ownership. The Company shall maintain a separate capital account of each Member of the Company. Each Member shall contribute initial capital, in such amount or amounts as the Management Committee shall determine, to cover administrative costs of the Company. Such capital contributions shall be made by each Member in proportion to their respective ownership interests. The interests of each Member in the Company shall be as set forth in Attachment 1 - Scope of Work/ Percentage Interests to this Agreement.

3.2 **Additional Contributions.** The Management Committee may require Members to make any additional Capital Contributions to their respect ownership accounts in proportion to their respective percentage interests.

3.3 **Failure to Contribute.** If a Member fails to timely provide a required Capital Contribution, the Company may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's Company Interest, or exercising any other right or remedy available at law or equity.

3.4 **Allocation of Profits and Losses.** Profits and losses for any Fiscal Year (and each item of income, gain, loss, and deduction entering into the computation thereof) shall be allocated among the Members (and credited to their respective Capital Accounts) in accordance with their Ownership Interests set forth in Section 3.1 above.

3.5 **Accounting.** The Company shall jointly retain an accountant to perform such duties as may be determined by the Management Committee. For the purposes of this Agreement, certified account balances of the accountant shall be final, conclusive and binding upon the Members.

3.6 **Bank Accounts.** The Company will establish and maintain bank accounts in the name of Core Tech – Hawaiian Dredging, LLC. Such bank accounts (the "LLC Accounts") may be opened in such financial institutions as may be determined by the Management Committee. Each Member shall designate an individual or individuals authorized on its behalf to endorse checks deposited into the LLC Accounts and to sign checks drawn against the LLC Accounts. Except as otherwise authorized by the Management Committee, all checks drawn against the LLC Accounts shall require the signature of the each Member of the Company or their authorized representative. All payments received by the Company in connection with this Agreement shall be promptly deposited in the LLC Accounts and invoices received by the Company shall be paid promptly by wire transfer or by check drawn against such account.

Article 4
Rights and Obligations of Members

4.1 **Limited Liability.** Except as otherwise provided for in this Agreement, no Member shall be personally liable for any debts, liabilities, or obligations of the Company; provided that each Member shall be responsible for the making of any Capital Contribution required to be made to the Company by such Member pursuant to the terms hereof, and for the amount of any distribution made to such Member that must be returned to the Company pursuant to the terms hereof.

4.2 **Liability of a Member to the Company.** When a Member has received a distribution made by the Company in violation of this Agreement or Guam law, the Member is liable to the Company for a period of six (6) years after such a prohibited distribution for the amount of the wrongful distribution. This provision is intended to be in compliance with Guam law.

4.3 **Survival of Obligations.** Dissolution of the Company shall not release any Member from any liability which at the time of dissolution has already accrued to such Member or for any obligations to the other Members that explicitly survive dissolution.

4.5 **Exclusivity.** Except as indicated below or as otherwise indicated in this Agreement, no Member or its affiliates shall participate in any manner in the submission of a proposal to Client in response to the IFB or include the use of a Member's name or experience in any such proposal for either the Project or any competitive proposal with respect to the Project thereunder, nor take any action detrimental to, or in conflict with, the Company's opportunity with respect to such proposal. Except as provided above with respect to the Project, this Agreement shall in no manner prevent any Member from pursuing work for any current or potential client (including, but not limited to, Client), and associating with any other persons or companies for such purposes, so long as the contemplated work or association does not involve, or create a conflict of interest for, the Project. Should the Parties execute an agreement to pursue other projects on Guam, the Members' obligations with respect to such work shall be set forth in a separate written agreement.

Article 5
Management of the Company

5.1 **Management of the Company.** The Managing Member of the Company shall be CTI. The business and affairs of the Company including, but not limited to, assignment and reassignment of services between the Members, preparation of the schedule of services, settlement of disputes with the Client, and any other matters affecting the performance of services under this Agreement, shall be managed by and under the direction of the Company's management team known as the "Management Committee", which shall be composed of four (4) representatives (the "Management Committee representatives") two (2) of which shall be from (or designated by) CTI, and two (2) of which shall be from HDCC. A representative of the Managing Member shall preside over all meetings of the Management Committee. Each Member shall designate, in writing, the names of its representatives and an alternate for each. In no event shall the Project Manager or Deputy Project Manager serve as a Management Committee representative. The power to act for or to bind the Company shall be vested in the Management Committee, subject to the Management Committee's authority to delegate powers and duties and the terms of this Agreement.

The initial members of the Management Committee are:

For CTI	Ho S. Eun Chit Bathan
For HDCC:	Gerry Majkut Tom Valentine

5.2 **Vacancy on the Management Committee.** Each Member agrees to maintain its number of designated representatives on the Management Committee for the duration of this Agreement and the Project. If, for any reason, a Management Committee representative position becomes vacant, the Member holding that position shall replace promptly the position with a new representative.

5.3 **Manner of Acting – Consent, Disagreements and Deadlock.**

5.3.1 **Unanimous Consent.** The Members agree that every act or decision done or made by the Management Committee shall be by unanimous vote at a meeting duly held by the Management Committee representatives.

5.3.2 **Actions or Decisions.** The following actions must be agreed upon unanimously by the Members prior to implementation by the Company: (i) act in contravention of this Agreement or the Company's Articles of Organization; (ii) act in a manner that would make it impossible to carry on the business of the Company except in furtherance of an approved sale of the assets of the Company or dissolution and liquidation of the Company; (iii) act in a manner that would subject any Member to liability in any jurisdiction; (iv) voluntarily take any act of bankruptcy; (v) change the Company's fiscal year; (vi) refusal to be taxable as a partnership for federal or state income tax purposes; (vii) submit any matter to litigation or other binding dispute resolution process, confess any judgment against the Company, settle any lawsuit or claim; (viii) acquire, sell, license, or lease, or otherwise dispose of any asset of the Company, including in a series of connected transactions; (ix) assign or incur

any debt; (x) loan any money; (xi) make any distributions to any Member in conflict with this Agreement or the Ownership Interests specified herein; (xii) enter into or offer to enter into any contract or agreement to perform services or provide products; (xiii) issue any performance, bonding or process guarantees; (xiv) allow any lien to be placed on any major asset; (xv) select any auditors, accountants, attorneys, officers, or bankers of the Company; (xvi) enter into any lease, sale or purchase of any Company property; (xvii) issue any public release or advertisement regarding this Agreement or the Contract without the written approval of all Members, such consent not to be unreasonably withheld and such approved public release or advertisement shall mention all Members; (xviii) take any other action required of the Management Committee by this Agreement; (xix) take any action arising out of any matter brought to Management Committee by a Member; (xx) proposed bid price to submit to the Client; (xxi) dissolve the Company; or (xxii) do any of the following which by Guam law, 18 GCA §15114(D)(2), requires the unanimous decision of the Members: (A) to continue the business after dissolution; (B) Approval of transfer of a membership interest and admission of the assignee as a member; (C) Any amendment of the Articles of Organization or this Operating Agreement.

5.3.3 Consent Disagreement. The Members shall attempt in an amicable and expeditious manner to settle any disagreement that may arise between them in connection with implementing any action that requires unanimous consent ("Consent Disagreement"). The Members recognize the possibility that a Consent Disagreement will lead to deadlock and, in such event, agree to follow the procedures set forth in Sections 5.3.4 below to resolve the matter, notwithstanding any other provision in this Agreement; provided, however, that pending the review of such matter by the Referee, the performance of the project and this Agreement shall not be delayed or hindered by reason thereof.

5.3.4 Resolution by Referee. Should the Members, or their authorized representatives, fail to resolve the Consent Disagreement within five (5) days after having convened, the Members agree to appoint a neutral person ("Referee") with appropriate qualifications and experience to facilitate resolution of the disagreement. The Referee shall be selected from a list furnished by the American Arbitration Association, unless otherwise agreed to in writing by the Members. If the Members are unable to agree on the Referee, the Members shall proceed in accordance with the Wind Down provision below. If the Members are able to agree on the Referee, the cost of the Referee will be shared equally among the Members. The Referee will be bound to confidentiality and will be given wide latitude to review available information from the Members. Within five (5) days (or such longer period as may be necessary as determined by the Referee or as agreed upon in writing by the Members), the Referee will document in a written memorandum to the Members the Referee's recommendation to resolve the Consent Disagreement. The Referee's recommendation shall be adopted and implemented by the Members after five (5) days of the recommendation (or sooner if mutually agreed in writing by the Members) unless one Member gives notice (the "Rejection Notice") to the other Member(s) within such five (5) day period

stating that the implementation of the Referee's decision will be materially adverse to the interests of such Member.

5.3.5 Wind Down. If the Members are unable to agree on the Referee or if one Member issues a Rejection Notice, then, within ten (10) days of one Member determining that the Members are unable to agree on the Referee or five (5) days of the giving of the Rejection Notice (as the case may be), one Member may issue a notice in writing ("Deadlock Notice") to the other Members. The Deadlock Notice shall contain a proposed course of action to break the deadlock.

If the Members receiving the Deadlock Notice agree in writing within seven (7) days to the proposed course of action described in the Deadlock Notice, then the Consent Disagreement shall be resolved on such basis. If the Members receiving the Deadlock Notice do not so agree, then the following provisions shall apply:

5.3.5.1 All work under the Contract existing at such time will be performed in accordance with the Company's contractual obligations, and the Members agree to satisfactorily perform and complete their portions of the work in good faith and in accordance with their respective contractual obligations;

5.3.5.2 The Company will pursue such course of action as may be in the best interests of all members.

Any notice given under this Section 5.3.5 will be made by certified mail, return-receipt requested.

5.4 **Staffing.**

5.4.1 The Members expect that the work of the Company will be performed through agreements with the Members to perform work under the Contract. Notwithstanding the foregoing, the Members understand and recognize that certain tasks with respect to the overall management of the Company need to be performed by the Company outside of such agreements, such as, but not limited to, retaining and supervising the Company's auditors (the "G&A Tasks"). With respect to such G&A Tasks, the Members agree that they shall supply to the Company such of the Member's supervisory, managerial, and other personnel as shall reasonably be required in order to successfully perform the tasks related to overall management of the Company, as determined by the Management Committee.

5.4.2 The Project Manager: The Project Manager shall, subject to the direction and control of the Management Committee, have overall management responsibilities for the Project.

Article 6 Insurance- Bonds

6.1 Company-Placed Insurance

- 6.1.1 The Members shall make certain that the Company purchases and maintains, in a company or companies lawfully authorized to do business in place in which the Project work is located insurance required by the Contract. The Members shall also make certain that the Company purchases and maintains, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project work is located, the types and limits of insurance sufficient to cover reasonably foreseeable third party personal injury, property damages and loss or damage to the project during construction and other risks, as considered appropriate for scope being undertaken or required by the Contract and Task Orders thereunder ("Company-placed insurance")
- 6.1.2 The exact limits of insurance to be purchased, as well as the overall structure of the insurance Project will be determined by the Management Committee during the Proposal preparation process and prior to the submission of a proposal for any Task Order, including the seed project.
- 6.1.3 The Management Committee will approve the purchase of the insurance with consideration as to price, terms, conditions, exclusions, limitation, reputation, solvency and other factors related to assuring that the insurance will respond to the perils for which it was obtained. All Company-placed insurance will be agreed upon by the Members and placed by the Members.
- 6.1.4 The Company-placed insurance shall be maintained by the Company from the commencement of any services under the Contract until all services to be performed by the Members under the Contract have been completed or until such time as this Agreement has been terminated, whichever is later.

6.2 Bonding

The Company will provide the Client with the bonding required by the IFB, including, but not limited to, a bid bond and performance and payment bonds Project. It is understood that if the Contract for the Project is awarded to the Company it will be necessary for the Members to each indemnify the surety or sureties on performance and payment bonds required by the Client. Each of the Members agrees to execute any and all indemnity agreements as may be necessary to procure the execution by such sureties of such bonds. Each of the Members agrees to indemnify and hold harmless the other Members from any liability on any such bond indemnity in excess of such Member's pro-rata share of any such liability agreed to in writing by the Members prior to bidding on the Project.

Article 7 Default, Termination and Dissolution

7.1 Default

- 7.1.1 Events of Default: A Member shall be in default ("Defaulting Member") when:

- .1 it has committed a material breach of this Agreement that is not corrected within fourteen (14) days after receipt of written notice of such breach from the non-defaulting Members or either one of them;
- .2 there exists an uncured failure of a Member to follow the direction of the Project Manager with respect to completion of a Member's scope of work under a task order;
- .3 the actual (or notice of the proposed) suspension or debarment by the Client of any Member that, if not cured, would preclude performance by the other Members to perform the Project;
- .4 the insolvency of a Member;
- .5 the filing by or against any Member for a petition in bankruptcy or insolvency, or for the reorganization, or for the appointment of a receiver or trustee, or the making of an assignment for the benefit of creditors;
- .6 there exists an uncured failure of a Member to make a capital contribution when due; or
- .7 a Disposition by one Member without the unanimous consent of the other Members.

7.1.2 Effect of Default. Following an event of default:

- .1 The other Member referred to as the "Surviving Member" shall be entitled to take possession of the Defaulting Member's plant, equipment, subcontractors, employees, drawings, and designs as well as materials on site and materials in progress to allow the Company to complete the balance of the project at the time of the default.
- .2 The "Surviving Member" shall, upon notice or discovery thereof, do whatever is necessary to continue performing the Contract, and the Defaulting Member, or its administrators, trustees or representatives, shall make every effort to aid the Surviving Member in continuing performance of the Contract.
- .3 The Defaulting Member shall grant the Surviving Member a paid up license in any of the Defaulting Member's intellectual property necessary for the timely and efficient performance of the Contract, but for no other purpose.
- .4 The Defaulting Member shall assign, in the sole discretion of the Surviving Member, any subcontracts, purchase orders, or labor agreements relating to the performance of the Contract to the Surviving Member.
- .5 The Defaulting Member shall be liable to and shall indemnify, defend and hold harmless the Company and the Surviving Member from all loss, cost, liability and damages that the Company or the other Member shall incur as a result of such default.

.6 The Defaulting Member shall be entitled to the unpaid balance of compensation otherwise due the Defaulting Member to the extent that it exceeds the cost of completing the work of such Member, the expenses incurred as a result of the default, and all other obligations of the defaulting Member hereunder; the Defaulting Member shall be obligated to pay to the Surviving Member such costs and obligations that exceed the unpaid balance of compensation.

.7 The Defaulting Member shall remain subject to the exclusivity provisions of Section 4.5.

.8 The Surviving Member shall be free to carry on the business of the Company.

.9 The Defaulting Member shall not be entitled to serve or vote on the Management Committee.

7.2 **Right to Terminate.** Except as specifically provided in this Agreement, no Member shall have the right to terminate this Agreement.

Article 8 Responsibilities Regarding the Project

8.1 **Negotiation of the Contract.** The Members shall be jointly responsible for the preparation of the material terms of the Company's response to the IFB and negotiation of the Contract.

8.2 **Lower Tier Subcontracts.** Each Member shall be responsible for subcontracting and material procurement within its scope of work, unless otherwise agreed to in writing or as contemplated by the final estimate approved by the Members.

8.3 **Performance of the Project.** Each Member agrees to ensure performance of the Project and to complete performance despite the withdrawal, liquidation, or any other incapacity of any other Members. The responsibilities of the Members with regard to the performance of the Project shall be as provided in this Agreement, including its **Attachment 1**.

Article 9 Binding Authority

9.1 **Project Specific Authority.** The Members agree that for purposes of the Project only, Ho S. Eun or Conchita D. Bathan are authorized to execute and deliver to the Client on behalf of the Company all bids, proposals, agreements, contracts, modifications, amendments, bonds, applications, certifications, representations, permits, acknowledgments, and any and all other documents of whatever kind and nature relating to the Project and required under or pursuant to the IFB, and any bid guarantee being submitted therefor. In addition, the Members agree that Ho S. Eun or Conchita D. Bathan (for CTI) or Tom Valentine, Gerry Majkut or Gary M. Yokoyama (for HDCC) are individually authorized to sign teaming agreements between the Company and the Company's proposed subcontractors for the Project.

9.2 **General Authority; Authorized Representatives.** No Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way or to pledge its credit or to render it pecuniarily liable for any purpose, unless authorized to do so by this Agreement or by the Management Committee. Except as provided in Section 9.1 or as otherwise determined by the Management Committee, all contracts, agreements, and other instruments shall be signed by both CTI and HDCC through their respective authorized representatives. The initial authorized representatives for each Member are as follows:

For CTI:	Ho S. Eun Conchita D. Bathan
For HDCC:	Tom Valentine Gerry Majkut

Each Member may designate additional authorized representatives, or replace its initial authorized representatives, by giving written notice thereof to the other Member.

Article 10 **Miscellaneous**

10.1 **Amendments.** Amendments and modifications to this Agreement may be made only in writing with the prior written approval of all Members.

10.2 **Representation of Shares of Other Entities Held by the Company.** The Management Committee, or any other Person authorized by the Management Committee, is authorized to vote or represent on behalf of the Company any and all shares of any corporation, partnership, trust, or other Entity, foreign or domestic, standing in the name of the Company. The authority granted may be exercised in person or by a proxy duly executed by such designated Person.

10.3 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with federal contract law to the extent applicable; otherwise, the laws of the Territory of Guam shall apply. The parties consent to the exclusive jurisdiction of the U.S. District Court of Guam.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **Entire Agreement.** The terms and conditions contained in this Agreement (including attachments) constitute the entire agreement between the Members concerning the subject matter hereof, and shall supersede all previous communications, either oral or written, between the Members hereto, and no agreement or understanding varying or extending this Agreement shall be binding upon a Member unless in writing, signed by a duly authorized officer or representative of each Member, and adopted as provided in this Agreement.

10.6 **Confidentiality.** Each Member agrees to enforce non-disclosure agreements with teaming subcontractors who may participate in bid and proposal activities, strategy meetings, reviews, or other project meetings. The Members shall, during and after the term of this Agreement, keep in strict confidence and consider as proprietary, all information of a

commercial nature, including business and financial information of each Member and agreements, including this Agreement, and arrangements between the Members, and all information of a technical nature, including patents, know-how, designs, copyrights, licenses or sub-licenses, trademarks and trade secrets, provided or disclosed to any Member, except such commercial or technical information which is in or becomes part of the public domain or which a Member already had in its possession and not subject to non-disclosure obligations or which a Member is required to disclose by law, judicial process or governmental agency.

10.7 Government Compliance. Each of the Members represents and warrants that it and its affiliates that may become involved in the Project satisfy all relevant government financial compliance requirements, including the development, preparation and maintenance of government pricing and costing rates, as necessary and as required under applicable law. In the event the Company is awarded the Contract, the Members shall cause the Company and any affiliates involved with the Contract, and all appropriate subcontractors, to satisfy all governmental compliance requirements. Any costs incurred by a Member to satisfy such requirements shall be borne by that Member (or its Affiliate, as applicable) and the Member shall not seek reimbursement from the other Member or the Company for any such costs. The Management Committee shall ensure that all lower-tier subcontracts meet United States Contractor Purchasing System Review standards.

10.8 Recruitment of Employees. The Members agree that no Member shall solicit or employ the personnel of the other Members assigned to support the Project from the effective date of this Agreement until one (1) year after its termination. This provision shall not restrict the right of any Member to solicit generally in the media for required personnel, nor does it restrict the hiring of any employee of a Member who (i) who responds to any public advertisement placed by a hiring Member; or (ii) has been terminated by an employing Member prior to commencement of employment discussions between a Member and such employee. Violations of this Section shall be specifically enforceable only and shall not be deemed a material breach of this Agreement.

10.9 Notices. All notices, certificates, acknowledgments and other reports ("Notices") sent by a Member shall be in writing and deemed properly delivered when duly mailed by certified mail to the other Members at their addresses as follows, or to such other address as the Members may designate by written notice to the others. Additionally, Notices sent by any other means (e.g., email, facsimile, overnight delivery, or courier) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

To CTI:

Core Tech International Corporation:
Attn: Ho S. Eun, Chairman
388 S. Marine Corps Drive
Suite 400
Tamuning, Guam 96913

Ph: 671-473-5000 (Office), 671-486-5000 (Cell)

To HDCC:

HDCC Guam, LLC
Attn: Mr. Tom Valentine
201 Merchant Street, 9th Floor
Honolulu, Hawaii 96813

Telephone: (808) 735-3244 (Office) / (808) 224-8235 (mobile)

With copy to:

Gary M. Yokoyama, General Counsel
Hawaiian Dredging Construction Company, Inc.
201 Merchant Street, 11th Floor
Honolulu, Hawaii 96813

Email: gyokoyama@hdcc.com
Telephone: (808) 735-3323 (Office)

A Member may change the individuals identified above by notice to the other Members without formal amendment of this Agreement.

10.10 Computation of Time. Unless otherwise indicated, all references in this Agreement to "days" shall mean calendar days.

10.11 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all of the parties hereto, notwithstanding all of the parties are not signatory to the original or same counterparts.

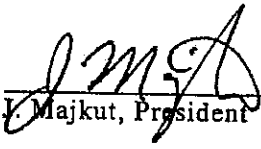
IN WITNESS WHEREOF, the Members have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

**CORE TECH INTERNATIONAL
CORPORATION**

By: 
Ho S. Eun, President

("CTI")

HDCC GUAM, LLC
By Hawaiian Dredging Construction
Company, Inc., Its Member

By: 
J. Majkut, President

("HDCC")

Attachment 1
Scope of Services/Percentage Interests

As of the date of formation of the Company, the Client has not issued 100% plans and specifications for the Project. Consequently, CTI and HDCC acknowledge and agree that they are presently unable to determine responsibility for the scopes of work to be performed by each of them, or to finally allocate the Percentage Interests in the Company. Therefore, the scopes of work and Percentage Interest set forth below are preliminary and are subject to change pending the Client's issuance of 100% plans and specifications. Once such plans and specifications have been prepared and reviewed by CTI and HDCC, they shall jointly determine whether the scopes of work and Percentage Interest should be adjusted.

A. Scopes of Work:

CTI shall be primarily responsible for procuring all labor, material, equipment and facilities necessary to complete the Project, except for the following scopes of work which shall be the responsibility of HDCC:

- a. overall project management
- b. procurement of processing equipment
- c. installation of processing equipment
- d. start-up and testing of processing equipment

B. MEMBER'S PERCENTAGE INTEREST IN THE COMPANY:

Unless otherwise agreed by CTI and HDCC, the following percentages shall be each Member's interest in the Company:

HDCC Guam, LLC:	30%
Core Tech International Corporation	70%
Total:	100%

C. INITIAL CAPITAL CONTRIBUTION

HDCC Guam, LLC:	\$30,000
Core Tech International Corporation	\$70,000
Total:	\$100,000

COMPANY RESOLUTION

For New Project

GWA Project No. IFB-03-ENG-2018

OEA Grant OCON676-16-01

This Resolution is dated: March 13, 2018.

Members of Core Tech-Hawaiian Dredging, LLC are:

Core Tech International Corporation: "Core Tech"

HDCC Guam, LLC: "HDCC"

Whereas, Core Tech-Hawaiian Dredging, LLC, ("Company") has received information concerning a new "Project" described as follows:

Invitation to Bid: IFB-03-ENG-2018

For the GWA Interceptor Sewer Refurbishment Project, Northern District

Whereas, the Members of the Company desire to bid for the Project;

Whereas, this Resolution is made pursuant to the "Third Amendment to Operating Agreement", dated April 28, 2017, which allows for future projects to be memorialized without requiring a formal amendment of the Operating Agreement;

Now Therefore, all the Members of Core Tech-Hawaiian Dredging, LLC, ("Company"), hereby unanimously adopt and approve the following *Resolutions* for a new Project, known as "GWA Project No. IFB-03-ENG-2018":

Resolved – the Project. That the Company shall bid on the Project known as the "GWA Project No. IFB-03-ENG-2018"

Resolved – Share of Responsibilities. The work, responsibilities and liabilities for this project shall be split or basically shared as near as possible to 50/50.

Resolved – Member's Ownership Profit & Loss Temporary 50-50 split. The Company's Management Committee has agreed to make a temporary change in the percentage splits in the profit and loss for this project. The Company's by-laws sets the percentage split on the ownership and sharing of profit and loss as: Core Tech – 70%; and HDCC – 30% (hereafter referred to as the "Basic Split"). The Basic Split shall not apply to this project only, instead, the percentage split for this project shall be 50-50 for the profit and loss. The Company shall make all accounting and record adjustments necessary to accommodate this temporary split.

Resolved – Record Keeping and Compensation. That if and upon the Company being awarded the contract for the Project, the Parties agreed to accumulate, track, and report to the other Party, its direct labor, materials, and other project costs. In addition, each Party agreed that the labor, stockyard, plant and equipment rates to be charged to the Project shall be at the rates agreed upon in writing by the Parties and is attached to this Resolution as Exhibit 1.

As specified in Exhibit 1, the Parties agreed to recover the Home Office Overhead Cost (HOOHC) at a budgeted amount, which will be included in the bid price for this Project. This amount will cover each Parties HOOHC including but not limited to home office management, facilities, depreciation of company assets, vehicles, travel for home office staff, salaries of home office staff, legal and accounting. This amount will be split by the Parties based on agreed profit and loss percentage split for this Project. The Parties agreed to bill the Company for HOOHC based on the percentage of completion billed by the Company for the Project.

Each Party agreed to bill the Company for the actual hours incurred by the Field salaried staff for the Project at actual pay rates multiplied by a fixed multiplier or fringe rate of 55.52% for Core Tech and 45% for HDCC. Craft labor provided by Core Tech shall be billed to the Company at an agreed rate as shown on exhibit 1. HCCC will bill the project at the actual payrates plus a fringe rate of 74.85% plus travel and subsistence costs as defined in the appropriate trade union agreement. The fringe rate covers all fringe related expenses including but not limited to workers comp, retirement benefits, bonuses, all vehicle costs, computer health insurance. HDCC assigned Project Manager vehicle costs, travel and housing costs shall be a direct cost to the project and shall be billed to the company at cost without any mark up. All labor charges to the Project must be supported by timesheets showing hours worked on the Project, signed by the employees and approved by their supervisors / managers and can be traced back to actual payment to the employee. Either Party has the right to audit the other Party's books and records to validate the charges to the Contract.

Each Party agreed to get reimbursed for the actual cost paid on behalf of the Company with no mark up.

Each Party agreed that the rental rates for equipment owned by Core Tech, if used by the Company for the Project shall be at an agreed upon rate as shown on Exhibit 2.


Warehouse space shall be charged at a monthly agreed rate of .90/SF , stockyard at \$.45/SF.

Resolved - Company's Management Committee. The approval of the Company's Management Committee is required for many things as stated in this Agreement. Since the Management Committee is made up of a representative of each party, then, for practical purposes, whenever the work, actions, costs, etc. of a Party would normally require the approval of the Company's Management Committee, then the written approval by the other Party shall be sufficient for the requesting Party to proceed.

IN WITNESS WHEREOF, the Members have executed this Resolution by their duly authorized representatives as of March 13 2018.

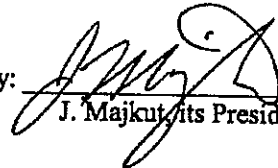
MEMBER:

CORE TECH INTERNATIONAL
CORPORATION

By: 
Ho Sang Eun, its Chairman

MEMBER:

HDCC GUAM, LLC
By Hawaiian Dredging Company, Inc.,

By: 
J. Majkut, its President



List of Proposed Subcontractors and Suppliers



List of Proposed Subcontractors and Suppliers

Michels Corporation

817 W. Main Street
P.O. Box 128
Brownsville, WI 53006

Scope of Work

- Television Inspection of Sewers
- Water Cured-in-Place Pipe or Ultraviolet (UV) Cured-in-Place Pipe (CIPP)
- Manhole Rehabilitation

Duenas, Camacho & Associates, Inc.

238 East Marine Corps Drive
Suite 201
Hagatna, GU 96910
(671) 477-7991

Scope of Work

- Designer
- Land Surveying

Note: Bypass pumping will be self-performed by Core Tech-Hawaiian Dredging, LLC (bidder).



Acknowledgement of Addenda



Acknowledgement of Receipt of Addenda

Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	February 8, 2018
2	February 23, 2018
3	March 2, 2018
4	March 6, 2018
5	April 4, 2018
6	April 10, 2018
7	April 18, 2018