



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

RESOLUTION NO. 08-FY2020

**RELATIVE TO APPROVAL OF CONTRACT FOR CONSTRUCTION OF THE
OUTFALL EFFLUENT DIFFUSER INSTALLATION PROJECT FOR UPGRADE OF
THE NORTHERN DISTRICT WASTEWATER TREATMENT PLANT,
PROJECT NO. S18-002-OEA**

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 funding for the Northern District Wastewater Treatment Plant (NDWWTP) Interceptor Sewer Refurbishment Project of which surplus funding in the amount of \$5,399,951.20 is available for use on other components of the NDWWTP upgrade and will be reallocated by OEA to Grant No. (OCON676-16-02) via an OEA Grant Transfer, and

WHEREAS, the U.S. Department of Defense, Office of Economic Adjustment awarded to GWA a General Assistance Grant (OCON676-18-05) for the NDWWTP Upgrade Project (construction) of which surplus funding in the amount of \$2,194,590.00 through deductive Change Order No. 1 to the Contract for Construction of Upgrade of the NDWWTP (Contract No. 820 OS) is available for use on other components of the NDWWTP Upgrade and will be reallocated by OEA to Grant No. (OCON676-16-02) via an OEA Grant Transfer; and

WHEREAS, OEA Grant No. (OCON676-16-02) was authorized for use on the NDWWTP Upgrade and Outfall Diffuser Installation projects of which all funding is currently encumbered, but will

1 have available funding in the amount of \$7,594,541.20 following the two Grant Transfers, that will
2 be available for the Construction of the Outfall Effluent Diffuser Installation Project for Upgrade
3 of the NDWWTP; and

4
5 **WHEREAS**, the General Assistance Grants are to be used for water and wastewater
6 improvements in support of the relocation of U.S. Marines and their dependents to Guam; and

7
8 **WHEREAS**, the report “Final Guam Water and Wastewater Assessment Report in
9 Support of the Economic Adjustment Committee Implementation Plan,” (NAVFAC, Department
10 of the Navy, February 2015) has recommended the design and construction of NDWWTP
11 treatment upgrades to comply with the current National Pollutant Discharge Elimination System
12 (“NPDES”) permit and mitigate impacts to wastewater utilities, nearshore waters, and marine
13 biological resources, which includes the installation of a diffuser pipe on the ocean outfall; and

14
15 **WHEREAS**, the installation of a diffuser on the ocean outfall is necessary to comply with
16 the NPDES permit and to ensure long term compliance with the Guam Water Quality Standards;
17 and

18
19 **WHEREAS**, in January 2017, GWA procured the services of a consulting engineering
20 team (Brown and Caldwell) to provide Project Management / Construction Management
21 (PM/CM) Services for the Office of Economic Adjustment “Guam Water and Wastewater
22 Infrastructure Improvements” via Resolution 15-FY2017 of which design of the Outfall Diffuser
23 is a component; and

24
25 **WHEREAS**, a diffuser pipe was purchased under the contract Construction Contract for
26 Hagåtña and Northern District Sewage Treatment Plant Outfall, Project No. S87-002-LOC, but
27 was not installed and has been stored at the NDWWTP for future use; and

28
29 **WHEREAS**, the Consulting Engineer inspected the diffuser piping in 2017 and
30 determined that the piping purchased under Project No. S87-002-LOC was suitable for use for
31 installation under this Contract; and

1 **WHEREAS**, GWA advertised an Invitation for Bid IFB-08-ENG-2018 – Outfall Effluent
2 Diffuser Installation Project for Upgrade of the Northern District Wastewater Treatment Plant to
3 Secondary Treatment on January 16, 2018 soliciting proposals from experienced and responsive
4 bidders for construct of the project; and

5
6 **WHEREAS**, Bids were due on February 23, 2018, however, only one bid was received
7 from Healy Tibbitts Builders, Inc.; and

8
9 **WHEREAS**, the Healy Tibbitts Builders, Inc. bid far exceeded the funds available and
10 was rejected on March 8, 2018 pursuant to 2 GAR §3115(d)(2)(iv) (See Exhibit A – Rejection
11 Letter 1); and

12
13 **WHEREAS**, the Consulting Engineer reviewed the diffuser design, updated the Contract
14 Documents and added bid alternates in an attempt to reduce the project cost to meet the available
15 budget; and

16
17 **WHEREAS**, GWA advertised a second Invitation for Bid IFB-08-ENG-2018 – Outfall
18 Effluent Diffuser Installation Project for Upgrade of the Northern District Wastewater Treatment
19 Plant to Secondary Treatment (Re-bid) on July 27, 2018 soliciting proposals from experienced
20 and responsive bidders for construction of the project; and

21
22 **WHEREAS**, Bids were due again on September 13, 2018 with only one bid received from
23 Healy Tibbitts Builders, Inc. in the amount of \$9,396,000.00; and

24
25 **WHEREAS**, the Healy Tibbitts Builders, Inc. bid still far exceeded the funds available
26 and was rejected on June 17, 2019 pursuant to 2 GAR §3115(d)(2)(iv) (See Exhibit B – Rejection
27 Letter 2); and

28
29 **WHEREAS**, an assessment and determination was made in accordance with 5 GCA §
30 5214 and 2 GAR § 3112 that only one contractor is available to perform the specialized work
31 necessary to complete the Outfall Effluent Diffuser Installation Project in a timely and
32

1 professional manner and it is therefore determined to proceed with a Sole Source Procurement
2 (See EXHIBIT C – Sole Source Determination); and

3
4 **WHEREAS**, GWA Management proceeded to work with Healy Tibbetts on Value
5 Engineering/cost saving measures to arrive at an acceptable scope and budget for the project and
6 finds the Healy Tibbetts Builders, Inc. final negotiated price of Seven Million Seventy-Seven
7 Thousand Six Hundred Dollars (\$7,077,600.00) to be acceptable (See EXHIBIT D – Price
8 Proposal); and

9
10 **WHEREAS**, GWA Management is seeking approval to enter into contract with Healy
11 Tibbetts Builders, Inc. for Bid IFB-08-ENG-2018 in the amount of Seven Million Seventy-Seven
12 Thousand Six Hundred Dollars (\$7,077,600.00); and

13
14 **WHEREAS**, GWA further seeks CCU approval of the total negotiated amount of Seven
15 Million Seventy-Seven Thousand Six Hundred Dollars (\$7,077,600.00); plus a seven point three
16 percent (7.3%) contingency of Five Hundred Sixteen Thousand Nine Hundred Forty-One Dollars
17 and Twenty Cents (\$516,941.20), to bring the total authorized funding amount to Seven Million
18 Five Hundred Ninety-Four Thousand Five Hundred Forty-One Dollars and Twenty Cents
19 (\$7,594,541.20); and

20
21 **WHEREAS**, the funding source for the construction project will be from the General
22 Assistance Grant (OCON676-16-02); and

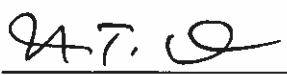
23
24 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
25 does hereby approve the following:


- 26
- 27 1. The recitals set forth above hereby constitute the findings of the CCU.
 - 28 2. The CCU finds that the terms of the bid proposal submitted by Healy Tibbetts
29 Builders, Inc. are fair and reasonable.
 - 30 3. The CCU hereby authorizes the management of GWA to accept the bid from
31 Healy Tibbetts Builders, Inc. attached hereto as EXHIBIT D, and which is also
32 incorporated into this Resolution in its entirety.

- 1 4. The CCU hereby authorizes the management of GWA to execute an
- 2 Agreement with Healy Tibbitts Builders, Inc in the amount of Seven Million
- 3 Seventy-Seven Thousand Six Hundred Dollars (\$7,077,600.00).
- 4 5. The CCU hereby authorizes the funding source for this project to be as
- 5 described above. CCU approval is contingent on OEA approval of proposed
- 6 transfer of funds.
- 7 6. The CCU hereby authorizes the funding total of Seven Million Seventy-Seven
- 8 Thousand Six Hundred Dollars (\$7,077,600.00); plus a seven point three
- 9 percent (7.3%) contingency of Five Hundred Sixteen Thousand Nine Hundred
- 10 Forty-One Dollars and Twenty Cents (\$516,941.20), to bring the total
- 11 authorized funding amount to Seven Million Five Hundred Ninety-Four
- 12 Thousand Five Hundred Forty-One Dollars and Twenty Cents
- 13 (\$7,594,541.20).

14 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
15 of this Resolution.
16

17 **DULY AND REGULARLY ADOPTED**, this 26th day of November, 2019.
18

19 Certified by:
20
21 
22 _____
23 **JOSEPH T. DUENAS**
24 Chairperson

Attested by:
20
21 
22 _____
23 **MICHAEL T. LIMTIACO**
24 Secretary

25 //
26
27 //
28
29 //
30
31 //
32

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

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

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Exhibit A



GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagatna, Guam 96932

Tel. No. (671) 300-6036

March 8, 2018

Healy Tibbitts Builders, Inc.
414 West Soledad, #501-B
Hagatna, Guam 96910

Attention: Mr. Richard Heltzel
President

Project: IFB-01-ENG-2018
Outfall Effluent Diffuser Installation Project for Upgrade of the northern District
Wastewater Treatment Plant (NDWWTP) to Secondary Treatment
GWA Project No. S18-002-OEA

Subject: Notice of Bid Rejection

Hafa Adai Mr. Heltzel:

Thank you for submitting your bid of February 23, 2018. The Guam Waterworks Authority (GWA) regrets to inform you that we must reject your bid proposal pursuant to 2 GAR §3115(d)(2)(iv) because the total bid amount exceeded the funds available and it would not be appropriate to adjust the bid to come within available funds. GWA further finds that this rejection is in the best interest of the territory. Therefore, we are returning herewith your bid security (Bid Bond).

Please keep in mind that GWA intends to re-bid this project in the near future with a revised, possibly segmented and scaled down scope of work. The agency appreciates your interest and encourages your company to continue to participate in GWA procurement processes.

Should you have any questions, please do not hesitate to call Gloria Bensan at 300-6042 or email at gbensan@guamwaterworks.org.

Sincerely,


MIGUEL C. BORDALLO, P.E.
General Manager

Enclosure

MCB:gb


BID BOND

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

BIDDER (Name and Address):

Healy Tibbitts Builders, Inc.
414 West Soledad, #501-B
Hagatna, Guam 96910

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER (Name and Address):

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

BID

Bid Due Date: February 23, 2018
Description:

OUTFALL EFFLUENT DIFFUSER INSTALLATION PROJECT FOR UPGRADE OF THE NORTHERN DISTRICT WASTEWATER TREATMENT PLANT (NDWWTP) TO SECONDARY TREATMENT

GWA Project No. S18-002-OEA
OEA Grant OCO N676-16-02

BOND

Bond Number: N/A

Date: January 31, 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

Healy Tibbitts Builders, Inc. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature

Richard A. Heltzel
Print Name

President
Title

Attest: 

SURETY

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Pamela A. Cruz
Print Name

Attorney-In-Fact
Title

Attest: 

Signature

Guam Area Manager

Title

Signature

Customer Service Representative

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.



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Joseph C. Barcinas, Pamela A. Cruz, Hidenobu Takagi and Jo Takagi of Tumon, Guam

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of October, 2014.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 1st day of October, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies, and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 18, 2018

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the 'Companies') do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island, and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 31st, January 2018



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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

RENEWAL 135

Know All Men By These Presents That:

Name FEDERAL INSURANCE COMPANY

Address 202B HALL'S MILL ROAD
WHITEHOUSE STATION NJ 08889

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 17, to the 01 day of July, 20 18, 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 Hagatña, Guam on this 05 day of June A.D. 20 17.



ARTEMIO B. ILAGAN
Banking and Insurance Commissioner

Exhibit B



GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel No. (671) 300-6035

June 17, 2019

Healy Tibbitts Builders, Inc.
414 West Soledad, #501-B
Hagatna, Guam 96910

Attention: Mr. Richard Heltzel
President

Project: IFB-08-ENG-2018
Outfall Effluent Diffuser Installation Project for Upgrade of the Northern district
Wastewater Treatment Plant (NDWWTP) to Secondary Treatment (Re-Bid)
GWA Project No. S18-002-OEA

Subject: Notice of Bid Rejection

Hafa Adai Mr. Heltzel:

Thank you for submitting your bid of September 13, 2018. The Guam Waterworks Authority (GWA) regrets to inform you that we must reject all bid proposals pursuant to 2 GAR §3115(d)(2)(iv) because the total bid amount exceeded the funds available and it would not be appropriate to adjust the bid to come within available funds. GWA further finds that this rejection is in the best interest of the territory. Therefore, we are returning herewith your original bid security in the form of Bid Bond.

The agency appreciates your interest and encourages your company to continue to participate in GWA procurement processes.

Should you have any questions, please do not hesitate to call Gloria Bensen at 300-6042 or email at gpbensen@guamwaterworks.org.

Sincerely,



MIGUEL C. BORDALLO, P.E.
General Manager

Enclosure

MCB;gb

BID BOND

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

BIDDER (Name and Address):

Healy Tibblitts Builders, Inc.
414 West Soledad, #501-B
Hagatna, Guam 96910

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER (Name and Address):

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

BID

Bid Due Date: 9/13/18

Description:

OUTFALL EFFLUENT DIFFUSER INSTALLATION PROJECT FOR UPGRADE OF THE NORTHERN DISTRICT WASTEWATER TREATMENT PLANT (NDWWTP) TO SECONDARY TREATMENT

GWA Project No. S18-002-OEA

OEA Grant OCO N676-16-02

BOND

Bond Number: N/A

Date: August 28, 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

Healy Tibblitts Builders, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Richard A. Heitzel
Signature

Richard A. Heitzel
Print Name

President
Title

Attest: [Signature]

By: Pamela A. Cruz
Signature (Attach Power of Attorney)

Pamela A. Cruz
Print Name

Attorney-in-Fact
Title

Attest: [Signature]

Signature

District Manager
Title

Signature

CR
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.



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07069**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Joseph C. Barcinas, Pamela A. Cruz, Hidenobu Takagi and Jo Takagi of Tumon, Guam**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **October, 2014**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **1st** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2018

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **28th, August 2018**



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (808) 903-3483 Fax (808) 903-3858 e-mail: surety@chubb.com

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

RENEWAL 135

Know All Men By These Presents That:

Name FEDERAL INSURANCE COMPANY

Address 202 N.
INDIANAPOLIS

ILLINOIS STREET
IN 46282

Classes of Insurance
Authorized

ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
LIFE

MISCELLANEOUS
MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKERS 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 19, 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 Hagatña, Guam on this 29 day of June A.D. 20 18.


JOHN P. CAMACHO

Acting Banking and Insurance Commissioner

Exhibit C



GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagatna, Guam 96932

Tel. No. (671) 300-8848/48 Fax No. (671) 648-3280

Sole Source Determination

IFB-08-ENG-2018 Outfall Effluent Diffuser Installation Project for Upgrade of the Northern District Wastewater Treatment Plant

Submitted by: Miguel C. Bordallo P.E., General Manager

This memo shall provide the independent assessment and determination to meet the requirements set forth in 5 GCA § 5214 and 2 GAR § 3112 that only one contractor is available to perform the specialized work necessary to complete the above-mentioned project in a timely and professional manner.

The procurement for this project was first let on February 23rd, 2018 and there was only one bidder at that time. That bid was over 4 times the engineer's estimate. The project scope, methods and approved materials were modified by the engineering team in hopes of lowering the project cost and broaden the bidder field. The project was let for a second time on September 13th, 2018. Although several more potential bidders picked up procurement packets and expressed interest, only one bidder submitted a packet. It was the same bidder on both procurements, Healy-Tibbets Builders, Inc.

This project has very critical timing aspects to it - both environmental and regulatory. As a result, GWA cannot afford to put this project out to bid a third time. There are no other bidders suitable or acceptable to meet the needs of the Authority. GWA will negotiate in good faith with the sole bidder to ensure the project is built at the best possible price and in the best interest of the ratepayers.

A record of this procurement will be memorialized and provided to the Speaker of the Guam Legislature.



Miguel C. Bordallo P.E.
General Manager

11-18-19
Date

Exhibit D



April 30, 2019

SENT VIA EMAIL: jjohnson2@brwncaid.com

BROWN AND CALDWELL
414 West Soledad Ave., Suite 602
Hagatna, Guam 96910

Attention: Jerry Johnson, Managing Engineer – Construction Lead

Reference: Guam Waterworks Authority (GWA) Project No. S18-002-OEA
Outfall Effluent Diffuser Installation Project

Subject: Updated Bid Form and Assumptions

Dear Jerry,

Healy Tibbitts Builders, Inc. (HTBI) proposes to furnish labor, material, and equipment necessary complete the installation of the outfall effluent diffuser for the GWA Northern District Wastewater Treatment Plant. The updated total price is Seven Million, Seventy-Seven Thousand, Six Hundred Dollars.

\$7,077,600.00

SCOPE OF WORK

The scope of work is in compliance with the original contract bid documents with the following changes:

1. End Clamp
 - a. HTBI will reuse the existing end clamp, eliminating the need for removal and fabrication of a new clamp.
 - b. HTBI will clean and prepare the existing end clamp for connection to the HDPE miter section.
 - c. HTBI will install three anodes on the existing end clamp.
2. Permanent Materials
 - a. HTBI will use the existing 4 each by 100-FT HDPE diffuser pipe sections.
 - b. HTBI will furnish and install Articulated Concrete Block (ACB) Mattresses as diffuser section ballast. These ACB mats will be constructed using 3-braid poly line in lieu of "Blue Steel" rope.
 - c. HTBI will use the existing backer rings for the HDPE diffuser pipe sections but will furnish and install new Hot-Dipped-Galvanized (HDG) backer rings for the HDPE miter sections and diffuser connections.
 - d. HTBI will furnish and install two anodes per each pipeline flange backer ring.
 - e. HTBI will furnish and install 304 Stainless Steel Hardware for backer ring connections in lieu of AL6XN
3. Standby
 - a. The standby allowance was adjusted from 15 days to 5 days.
 - b. The 5 days were broken down between Operational Standby, Weekday Standby, and Weekend Standby.

PRICING.

1. Mobilization/Demobilization		
a. Marine services and equipment, including barges, tugs, vessels, cranes – all inclusive, lump sum price		\$3,020,000.00
b. Commercial diving equipment and associated insurance		\$500,000.00
c. Bonds, other insurance, travel, permit fees, Business Privilege Tax at 5% (effective 10/1/19), lump sum price		\$410,000.00
2. Materials and Transport – Articulated Concrete Block Mats, Owner-Supplied HDPE Pipe, Supplemental Pipe Fittings, Backer Rings, and Anodes		
a. Articulated Concrete Block Mats, lump sum price		\$180,000.00
b. Anodes for flange backer rings, diffuser port backer rings, and end clamp, lump sum price		\$5,000.00
c. Hardware for existing backer rings, lump sum price		\$35,000.00
d. Additional diffuser port backer rings and hardware, lump sum price		\$20,000.00
e. Transportation of existing HDPE pipe to project site, lump sum price		\$65,000.00
f. Supplemental HDPE elbows, pipe fittings, galvanized steel backer rings, anodes, and accessories, lump sum price		\$55,000.00
3. Installation, Inclusive of Diving Labor		
a. Installation for HDPE pipe; cleaning and installation of flange backer rings and anodes; cleaning and installation of diffuser port backer rings, valves, and anodes; and installation of articulated concrete block mats, lump sum price		\$2,000,000.00
b. Installation for supplemental HDPE elbows, pipe fittings, backer rings and anodes – all inclusive, lump sum price		\$370,000.00
c. Cleaning of existing flange end clamp and installation of anodes, lump sum price		\$50,000.00
4. Effluent Flow Bypass Materials and Execution		
a. Materials: Knife gate valves and couplings, lump sum price		\$95,000.00
b. Installation and operation of knife gate valves and couplings, lump sum price		\$50,000.00
5. Operational Standby Time Allowance – (If an unplanned shutdown is required, this allowance covers securing the watercraft and preparing the jobsite for shutdown, and then returning to the	2 days x \$48,000/day	\$96,000.00

Healy Tibbitts Builders, Inc.

jobsite to recover and reinstate work). This is an Owner controlled allowance.		
6. Weekday Standby Time Allowance – (Following an unplanned Operational Shutdown, this allowance covers the Contractor’s expenses during the regular work week). This is an Owner controlled allowance.	1 day x \$46,600/day	\$46,600.00
7. Weekend Standby Time Allowance – (Following an unplanned Operational Shutdown, this allowance covers the Contractor’s expenses that occur during a weekend (non - regular working hours)). This is an Owner controlled allowance.	2 days x \$40,000/day	\$80,000.00
Total Price including Lump Sum and Standby Allowance (Extended Unit Price)		\$7,077,600

SEVEN MILLION, SEVENTY-SEVEN THOUSAND, SIX HUNDRED DOLLARS

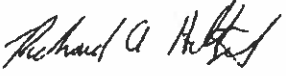
** Any additional value engineering or cost savings items is encouraged. Those identified beyond the total price noted above either by Healy Tibbitts or proposed by the Owner and found acceptable by Healy Tibbitts will be shared by both parties equally.

Pricing Notes:

- a. Pricing includes bond.
- b. Pricing includes 5% Guam Business Privilege Tax

Thank you for this opportunity to submit a proposal. Please contact the undersigned at raheltzel@healytibbitts.com/(808) 487-3664 (office)/(808) 479-2941 (cell) if you have any questions or require any additional information.

Very truly yours,
Healy Tibbitts Builders, Inc.



Richard A. Heltzel (Rick)
President