



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3032 | guamccu.org

GWA RESOLUTION NO. 14-FY2020

**RELATIVE TO APPROVAL OF FUND INCREASE TO THE CONSTRUCTION
MANAGEMENT CONTRACT FOR THE ROUTE 4 RELIEF SEWERLINE
REHABILITATION AND REPLACEMENT
PROJECT S15-006-EPA**

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

WHEREAS, the Guam Waterworks Authority is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the sewer collection system, which included over 4,200 linear feet of gravity sewer line along Route 4 and Route 1, from the base of the hill near well A-23 in Agana to the Agana Main Pump Station; and

WHEREAS, the gravity sewer line noted above has a section that has been inactive since its original installation due to incomplete construction work, and sections that need repair due to high infiltration and inflow (I/I), and the intent of this project is to rehabilitate, repair or replace these sections; and

WHEREAS, in September 2018 GWA management executed two (2) separate construction contracts (Exhibit A and Exhibit B) to rehabilitate the Route 4 Relief Sewerline, the first (Exhibit A) with ProPacific Builder Corporation (PPBC), and the second (Exhibit B) with Insituform Technologies LLC (Insituform); and

1 **WHEREAS**, to provide construction management (CM) services on both construction
2 contracts, in June 2018 GWA management entered into a contract with EMPSCO Engineering
3 Consultants (EMPSCO) (Exhibit C) in the amount of Seven Hundred Two Thousand Six
4 Hundred Seventy-Eight Dollars and Thirteen Cents (\$702,678.13); and

5
6 **WHEREAS**, while both construction contractors received the Notice to Proceed by
7 September 2018 (Exhibit D), the start of construction was delayed due to complications with
8 obtaining approvals during the permitting process; and

9
10 **WHEREAS**, due to permitting delays, time restrictions enforced on construction work
11 hours, and coordination between contractors, the estimated time to construction completion has
12 extended to June 2020, and as such the CM services are anticipated to be required through June
13 2020; and

14
15 **WHEREAS**, GWA has negotiated with EPMSCO for a fee proposal to provide
16 continued construction management services on both construction contracts through June 2020
17 on a Time and Materials basis; and

18
19 **WHEREAS**, GWA Management seeks CCU approval of EMPSCO's bid proposal for
20 additional construction management services funding with a not-to-exceed amount of Two
21 Hundred Thirty Thousand Seven Hundred Fifty-Nine Dollars and Sixty-Two Cents
22 (\$230,759.62), to bring the total authorized funding amount to Nine Hundred Thirty-Three
23 Thousand Four Hundred Thirty-Seven Dollars and Seventy-Five Cents (\$933,437.75) (Exhibit
24 E); and

25
26 **WHEREAS**, funding for this project will be from the USEPA State Revolving Fund and,
27 if necessary, GWA Bond funds with an estimated project budget Nine Hundred Thirty-Three
28 Thousand Four Hundred Thirty-Seven Dollars and Seventy-Five Cents (\$933,437.75); and

29
30 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
31 does hereby approve the following:

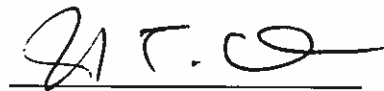
- 32 1. The recitals set forth above hereby constitute the findings of the CCU.

- 1 2. The CCU hereby approves the funding increase for construction management
2 services of an additional not-to-exceed amount of Two Hundred Thirty Thousand
3 Seven Hundred Fifty-Nine Dollars and Sixty-Two Cents (\$230,759.62). Exhibit
4 E.
5 3. The CCU hereby further approves the total funding authorization for the contract
6 with EMPSCO to an amount not-to-exceed Nine Hundred Thirty-Three Thousand
7 Four Hundred Thirty-Seven Dollars and Seventy-Five Cents (\$933,437.75).

8
9 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
10 of this Resolution.

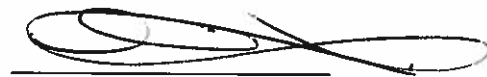
11
12 **DULY and REGULARLY ADOPTED**, this 28th day of January 2020.

13
14 Certified by:

15 

16 **JOSEPH T. DUENAS**
17 Chairperson

14 Attested by:

15 

16 **MICHAEL T. LIMTIACO**
17 Secretary

18
19 **SECRETARY'S CERTIFICATE**

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

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

26 AYES:

5

27 NAYS:

0

28 ABSTENTIONS:

0

29 ABSENT:

0



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the Guam Waterworks Authority ("Owner") and ProPacific Builder Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work under Schedule A consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid); GWA Project No. S15-006-EPA.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by AECOM.
- 3.02 The Owner has retained EMPSCO Engineering Consultants ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work for the Base Bid contains two schedules, Schedule A and Schedule B. Contract Times will be awarded separately as indicated below under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract will be awarded for all the work under Schedules A and B.

1. For a separate contract for Schedule A, the Work for the Schedule A Base Bid will be substantially completed within 450 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 480 days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days] NA
 2. Milestone 2 [event & date/days] NA
 3. Milestone 3 [event & date/days] NA

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$3,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$3,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages shall be assessed against the Contractor(s) separately for the work performed under Schedule A and the work performed under Schedule B.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 5. Milestones: Contractor shall pay Owner \$ NA for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work under Schedule A - Base Bid other than Unit Price Work, a lump sum of: \$Three Million Four Hundred Seven Thousand Eight Hundred Forty Eight US Dollars (\$3,407,848.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Schedule A Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$3,407,848.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). And
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 18, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. The Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 4, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 10, inclusive).

NOTE(S) TO USER:

- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9-13-18 (which is the Effective Date of the Contract).

OWNER:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

Title: General Manager

Attest: [Signature]

Title: Legal Secretary III

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFIED FUNDS AVAILABLE:

By: [Signature]

GREG P. CRUZ

GWA Chief Financial Officer

Date: 9.13.18

Contract Amount: \$3,407,848.00

Contingency: \$ 340,784.80

Amount Certified: \$3,748,632.80

Funding Source: \$3,407,848.00 USEPA State Revolving Fund – Grant No. M96902617

\$ 340,784.80 2016 GWA Bond WW 09-06 Wastewater Collection
System/Rehabilitation Program

CONTRACTOR:

ProPacific Builder Corporation

By: JEAN YEON YU

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Office Manager

Address for giving notices:

750 Route 8

Suite 202, Hanam Plaza

Barrigada, Guam 96913

License No.: 5135

Certificate No.: C-0518-0147

(where applicable)

APPROVED AS TO FORM:

By: [Signature]

KELLY O. CLARK

GWA General Counsel

Date: 9/5/18

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services 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 ACKNOWLEDGMENTS

2.01 Bidder accepts all of 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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	April 19, 2018
Addendum No. 2	April 26, 2018
Addendum No. 3	May 15, 2018
Addendum No. 4	May 18, 2018

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

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 Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer 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 Buyer, 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.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

SCHEDULE A – Base Bid					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	\$293,780.00	1	\$293,780.00
2	Insurance and Bonds	LS	\$132,201.00	1	\$132,201.00
3	Permits	LS	\$44,067.00	1	\$44,067.00
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	\$1,500.00	22	\$33,000.00
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	\$1,800.00	12	\$21,600.00
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	\$2,000.00	461	\$922,000.00
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	\$600.00	913	\$547,800.00
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	\$30,000.00	2	\$60,000.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

SCHEDULE A – Base Bid					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	\$ 30,000.00	1	\$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	\$ 22,500.00	14	\$ 315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ 250.00	280	\$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ 30,000.00	1	\$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	\$ 300,000.00	1	\$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$ 50.00	2,867	\$ 143,350.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

SCHEDULE A – Base Bid					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	\$ <u>150.00</u>	2,867	\$ <u>430,050.00</u>
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	\$25,000.00	1	\$ 25,000.00
17	As-Built drawings	LS	\$10,000.00	1	\$ 10,000.00
<u>SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)</u>					\$ <u>3,407,848.00</u>

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

SCHEDULE A – Additive Bid No. 1					
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ <u>150,000.00</u>	1	\$ <u>150,000.00</u>
<u>SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)</u>					\$ <u>150,000.00</u>

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2

Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ _____	1	\$ _____
<u>SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)</u>					\$ _____

Bidder acknowledges that 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. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond .
- B. List of Proposed Major Suppliers;
- C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**AGREEMENT
BETWEEN GUAM WATERWORKS AUTHORITY AND
INSITUFORM TECHNOLOGIES, LLC
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the Guam Waterworks Authority ("Owner") and Insituform Technologies, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work under Schedule B consists of CIPP lining 21", 24", 30" and 36" existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid); GWA Project No. S15-006-EPA.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by AECOM.
- 3.02 The Owner has retained EMPSCO Engineering Consultants ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work for the Base Bid contains two schedules, Schedule A and Schedule B. Contract Times will be awarded separately as indicated below under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract will be awarded for all the work under Schedules A and B.

1. For a separate contract for Schedule B, the Work for the Schedule B Base Bid will be substantially completed within 450 days after the date when the Contract Times

commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 480 days after the date when the Contract Times commence to run.

- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days] NA
 2. Milestone 2 [event & date/days] NA
 3. Milestone 3 [event & date/days] NA

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$3,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$3,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages shall be assessed against the Contractor(s) separately for the work performed under Schedule A and the work performed under Schedule B.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 5. Milestones: Contractor shall pay Owner \$ NA for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work under Schedule B - Base Bid other than Unit Price Work, a lump sum of: \$Three Million Nine Hundred Ninety Eight Thousand Si Hundred Eighty Eight US Dollars (\$3,998,688.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$3,998,688.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). And
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 18, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. The Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 4, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 13, inclusive).

NOTE(S) TO USER:

- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8.29.18 (which is the Effective Date of the Contract).

OWNER:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

Title: General Manager

Attest: [Signature]

Title: Kelly Clark

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

CONTRACTOR:

Insituform Technologies, LLC

By: WHITTNEY SCHULTE

Title: Contracting & Attesting Officer

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Laura M. Andreaski

Contracting & Attesting Officer

Address for giving notices:

17988 Edison Avenue

Chesterfield, MO 63005

License No.: CLB18-1402

Certificate No.: C-0318-0016

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFIED FUNDS AVAILABLE:

By: [Signature]

GREG P. CRUZ

GWA Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]

KELLY O. CLARK

GWA General Counsel

Date: 8.28.18

Date: 8/21/18

Contract Amount: \$3,998,688.00

Contingency: \$ 399,868.80

Amount Certified: \$4,398,556.80

Funding Source: USEPA State Revolving Fund

\$1,963,124.11 - M96902615

\$399,868.80 - System Development Charge

\$2,035,563.89- M96902617



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

INSITUFORM TECHNOLOGIES, LLC
BOARD OF MANAGERS AND OFFICERS
(Current as of May 18, 2018)

<u>BOARD OF MANAGERS</u>	
Charles R. Gordon	Member, Board of Managers
David F. Morris	Member, Board of Managers

<u>OFFICERS</u>	
<u>Name</u>	<u>Office</u>
Frank R. Firsching	– President
David F. Morris	– Executive Vice President
Stephen Callahan	– Senior Vice President
Kenneth L. Young	– Senior Vice President and Treasurer
Mark A. Menghini	– Senior Vice President and Secretary
Dawn Landmann	– Senior Vice President – Tax
Ralph Western	– Senior Vice President – Manufacturing
Chuck Delaney	– Vice President – Operations
Daniel P. Schoenekase	– Vice President, General Counsel and Assistant Secretary
Dennis Pivin	– Vice President – Safety
Larry Mangels	– Vice President and Chief Financial Officer
April A. Greer	– Vice President and Assistant Secretary

<u>CONTRACTING AND ATTESTING OFFICERS</u>	
Christlanda Adkins	
Laura M. Andreski	
Janet Hass	
Jana Lause	
Diane Partridge	
Whittney Schulte	
Ursula Youngblood	

Business Address for Officers and Board of Managers:
17988 Edison Avenue
Chesterfield, MO 63005



Report of Independent Auditors

To the Management of Instituform Technologies, LLC:

We have audited the accompanying balance sheet of Instituform Technologies LLC as of December 31, 2017.

Management's Responsibility for the Balance Sheet

Management is responsible for the preparation and fair presentation of the balance sheet in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of balance sheet that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the balance sheet based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the balance sheet. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the balance sheet, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the balance sheet in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the balance sheet. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the accompanying balance sheet presents fairly, in all material respects, the financial position of Instituform Technologies, LLC as of December 31, 2017 in accordance with accounting principles generally accepted in the United States of America.

PricewaterhouseCoopers LLP

Saint Louis, Missouri
March 1, 2018

Insituform Technologies, LLC
Balance Sheet
(in thousands)

	December 31,
	2017
Assets	
Current assets	
Cash and cash equivalents	\$ 2,265
Receivables, net	31,385
Retainage	11,530
Costs and estimated earnings in excess of billings	20,185
Inventories	10,507
Prepaid expenses and other	2,704
Assets held for sale	-
Total current assets	78,576
 Property, plant and equipment, net	 40,390
 Non-current assets	
Goodwill	88,527
Intangibles	2,200
Deferred income taxes	3,358
Other long-term assets	8,824
Total non-current assets	102,909
 Total assets	 \$ 221,875
 Liabilities and stockholders' equity	
Current liabilities	
Accounts payable and accrued expenses	\$ 38,341
Billings in excess of costs and estimated earnings	8,900
Current maturities of long-term debt	-
Liabilities held for sale	-
Total current liabilities	47,241
 Non-current liabilities	
Deferred income taxes	6,425
Other long-term liabilities	58
Total non-current liabilities	6,483
 Stockholders' equity	
Common stock	-
Additional paid-in capital	154,594
Currency translation adjustment	-
Retained earnings	13,557
Non-controlling interest	-
Total stockholders' equity	168,151
 Total liabilities and stockholders' equity	 \$ 221,875



17988 Edison
Chesterfield, MO 63005

Tel: 636-530-8000
Fax: 636-530-8744
www.insituform.com

CERTIFICATE OF COMPLIANCE

March 8, 2018

To Whom It May Concern:

This letter certifies that Insituform tubes are manufactured in Batesville, Mississippi, USA, by Insituform Technologies, LLC and meet all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. Insituform tubes have been manufactured in the USA since 1981.

The finished tube is manufactured using multiple layers of polyester felt, with one layer coated with Polypropylene plastic. The layers are cut/slit to the desired width and sewn concentrically to form the final tube. The coated layer is also sealed at the seam, using an extrusion or taping process. The extrusion process is used on the standard (inverted) tubes, and the taping process is used on the pull-in tubes (also known as ILS or iPlus Infusion). The standard (inverted) tubes are manufactured with the coated layer on the outside, and the pull-in tubes are manufactured with the coated layer on the inside. After wet out, the pull-in tubes are placed in a plastic wrap to contain the resin.

Felt production is achieved by a non-woven needle punch process using Polyester fiber. The finished product is tested for thickness under a specified load and for tensile strength in accordance with ASTM D 5813. The fabric tube has a minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and the transverse direction. The seam strength of the tube is also tested on a regular basis and also meets or exceeds the minimum tensile strength of 750 psi (5 MPa) in both longitudinal and transverse direction. For Quality Assurance purposes, the material is also tested for weight and thickness.

All standard (inverted) tubes are run through a dye bath prior to shipment to ensure there are no leaks. Following the inspection process all tubes (except InsituMain, which are used in water lines) are printed with yard marks.

All tubes with tapers, transitions, or any change in tube diameter or thickness are produced under the same specifications, with the same materials, and meet the same material testing requirements as the standard tube.


The quality system used by Insituform Technologies, LLC is ISO 9001:2015 certified.

The end use of the Insituform tube is to rehabilitate sewer and drainage pipes to increase the life of the pipe and prevent a dig and replacement of a pipe.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer



17988 Edison
Chesterfield, MO 63005

Tel: 636-530-8000
Fax: 636-530-8744
www.insituform.com

INSTALLER CERTIFICATION

Date: March 8, 2018


To Whom It May Concern:

Insituform Technologies, LLC is a vertically integrated pipeline rehabilitation company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of a full research and development department, licensed engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.

This letter shall serve to certify that Insituform Technologies, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

Schedule B – Base Bid					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	\$ <u>800,000</u>	1	\$ <u>800,000</u>
2	Insurance and Bonds	LS	\$ <u>100,000</u>	1	\$ <u>100,000</u>
3	Permits	LS	\$ <u>34,300</u>	1	\$ <u>34,300</u>
4	Installation of cured in place pipe (CIPP) lining in existing 21" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	\$ <u>310.00</u>	674	\$ <u>208,940</u>
5	Installation of cured in place pipe (CIPP) lining in existing 24" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	\$ <u>412⁰⁰</u>	723	\$ <u>297,876</u>

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

Schedule B – Base Bid					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6	Installation of cured in place pipe (CIPP) lining in existing 30" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	\$ <u>667⁰⁰</u>	1,590	\$ <u>1,060,530</u>
7	Installation of cured in place pipe (CIPP) lining in existing 36" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	\$ <u>929⁰⁰</u>	798	\$ <u>741,342</u>
8	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent AC pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	\$ <u>755,700</u>	1	\$ <u>755,700</u>

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
Schedule B – BASE BID (TOTAL Items 1 through 8, inclusive)					\$3,998,688

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Additive Bid No. 1

Description of Work: CIPP part-liner or chemical grouting to control infiltration/inflow prior to CIPP lining.

				Schedule B – Additive Bid No. 1	
1	CIPP part-liner or grouting to control infiltration on the existing 21" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	\$ <u>2330⁰⁰</u>	70	\$ <u>163,100⁰⁰</u>
2	CIPP part-liner or grouting to control infiltration on the existing 24" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	\$ <u>2330⁰⁰</u>	80	\$ <u>186,400⁰⁰</u>
3	CIPP part-liner or grouting to control infiltration on the existing 30" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	\$ <u>2960⁰⁰</u>	160	\$ <u>473,600⁰⁰</u>
4	CIPP part-liner or grouting to control infiltration on the existing 36" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	\$ <u>2960</u>	160	\$ <u>473,600⁰⁰</u>
SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)					\$5,295,388⁰⁰

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2

Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ <u>35,000</u>	1	\$ <u>35,000</u>
<u>SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)</u>					\$ <u>5,330,388</u> ⁰⁰

Bidder acknowledges that 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. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of bidder's bond.
- B. List of Proposed Major Suppliers;
- C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



Insituform®
Technologies, LLC

World HQ: 17988 Edison Avenue 636-530-8000
Chesterfield MO 63005 Fax: 636-530-8701

Local Off: 9654 Titan Court 303-791-7199
Littleton CO 80125 Fax: 303-791-7399

GWA Route 4 Relief Sewer Line Rehabilitation and Replacement, Project No. S15-006-EPA

LIST OF SUBCONTRACTORS Selection for Insituform

1. CCTV/CLEARING - MOCON
2. BYPASS - MOCON
3. _____
4. _____
5. _____
6. _____

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

THIS AGREEMENT is made this 1st day of June, 2018, by and between the Guam Waterworks Authority ("GWA"), whose business address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam, 96913, and EMPSCO Engineering Consultants ("Consultant") whose business address is 2/F EMPSCO Building, 1998 Route 16, Army Drive, Dededo, Guam 96929 and whose Guam business license number (PEALS No.) is 108 for Construction Management Services.

WHEREAS, GWA intends to engage the professional services of the Consultant to provide Construction Management Services to GWA for the following project: Route 4 Relief Sewerline Rehabilitation and Replacement; GWA Project No. S15-006-EPA.

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

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

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

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

WITNESSETH, GWA and the Consultant, in consideration of mutual covenants hereinafter set

forth, agree as follows:

SECTION I. PURPOSE:

To engage the professional services of the Consultant to provide Construction Management Services to GWA for the following project: Route 4 Relief Sewerline Rehabilitation and Replacement; GWA Project No. S15-006-EPA.

SECTION II. SCOPE OF SERVICES:

The Consultant agrees to accept appointment as a Consultant to the Guam Waterworks Authority providing his best efforts to the performance of duties and responsibilities as outlined in the GWA Request for Proposals No. RFP-06-ENG-2017, and the Consultant's Scope of Work and fee proposal dated March 23, 2018 (attached hereto as Exhibit A) all of which are incorporated herein by reference in their entirety and in accordance with all local and federal laws, rules, regulations and policies applicable hereto. For the purposes of this Contract, the Consultant shall be an independent Contracting Consultant.

SECTION III. CONTRACT TERM:

Subject to Section IV, the Consultant shall perform work provided in the Scope of Work after Consultant's receipt of Notice to Proceed from the Guam Waterworks Authority. The Consultant shall provide the services called for in the Scope of Work in accordance with a schedule acceptable to GWA. No extension of services will be granted, unless there will be additional work added to the Scope of Work dated March 23, 2018.

SECTION IV. CONSULTANT'S COMPENSATION FOR SERVICES:

The Guam Waterworks Authority will compensate the Consultant for all services performed pursuant to Section II, supra, in the maximum amount of Seven Hundred Two Thousand Six Hundred Seventy-Eight U.S. Dollars and Thirteen Cents (\$702,678.13). This figure may be increased or decreased only after the scope of work has been substantially increased or decreased. GWA shall compensate the Consultant upon the receipt and approval of a monthly invoice for work completed. GWA reserves the right to withhold payment of part or the entire amount due to if the Consultant's performance is not in accordance with the Scope of Work or is otherwise deemed unsatisfactory by GWA. GWA will make payments within 30 days from the date GWA received the invoice and has approved the work provided

therein. GWA's Approval for work performed shall be prompt and shall not be unreasonably withheld or detained. GWA further agrees to pay 6% interest on invoices more than 60 days late under the timeframes set forth in this Section.

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

SECTION V. CONSULTANT AGREES:

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

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

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

SECTION VI. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT:

GWA shall place at the disposal of the Consultant all available information pertinent to the

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

SECTION VII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining the services of the Consultant by GWA and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager (or his/her authorized designee) is the only signature that will bind GWA.

SECTION VIII. RESPONSIBILITY OF CONSULTANT:

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

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

SECTION IX. ASSIGNMENT OF AGREEMENT:

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

SECTION X. GENERAL COMPLIANCE WITH LAWS:

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

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

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

SECTION XII. OWNERSHIP OF DOCUMENTS:

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

SECTION XIII. INDEMNITY:

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

SECTION XIV. CHANGES:

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

to price adjustments.

SECTION XV. TERMINATION:

Section 15.1 TERMINATION FOR DEFAULT:

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

(2) Consultant's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which GWA has an interest.

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

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Consultant, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the

failure to perform or to make progress due to such causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Consultant unless cured by Consultant with a reasonable time. Upon request of the Consultant, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

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

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

15.2 TERMINATION FOR CONVENIENCE:

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

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

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or

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

(4) Compensation.

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

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

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

- (i) contract prices for services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Consultant would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Consultant including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable

storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Consultant. The total sum to be paid the Consultant under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Consultant reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

SECTION XVI. SEVERABLE PROVISIONS:

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

SECTION XVII. GOVERNING LAW AND VENUE:

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam.

A. All claims or controversies subject to final resolution under this Article will be submitted to mediation in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to mediate is authorized under 5 GCA 5427 (b) and 2 GAR 9103 (a)(1). The parties shall each pay one-half of the mediation expenses.

B. In the event the matter or controversy is not resolved through mediation, the GWA General Manager shall, after written request by the Contractor for a final decision, issue a written decision within 30 days. A copy of the decision shall be immediately transmitted to the Contractor by a method that provides evidence of receipt.

C. Any such decision shall be final and conclusive unless the Contractor files an appeal with the Guam Office of Public Accountability within sixty (60) days of the receipt of the decision. In the event the dispute is not resolved by the OPA, the Contractor may seek redress through the Guam Government Claims Act and/or the Superior Court of Guam.

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT:

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

SECTION XIX. GOVERNMENT NOT LIABLE:

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

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

SECTION XX. PRICE ADJUSTMENTS:

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

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

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

SECTION XXI. WARRANTIES UNDER GUAM PROCUREMENT LAW:

A. Contractor hereby warrants that it will abide by 5 GCA Section 5630 prohibiting gratuities kickbacks and favors in relation to the solicitation and execution of this Contract;

B. Contractor hereby warrants that it has not retained any person or entity to solicit or secure this Contract, or paid a contingent fee, commission or brokerage fee as proscribed in 5 GCA Section 5631(a).

C. Contractor hereby warrants that it has not knowingly influenced a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 and in Chapter 11 of the Guam Procurement Regulations.

D. Contractor hereby warrants that no person, providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter of Title 9 GCA or any offense as defined in Article 2 of Chapter 28, Title 9 GCA; and should any person providing services on behalf of the Contractor be convicted during the course of this Contract, such person shall be immediately removed from GWA projects and GWA will be informed of the conviction within twenty-four (24) hours.

SECTION XXII. INSURANCE:

A. Engineer shall procure and maintain insurance as set forth in Exhibit A. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit A. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other

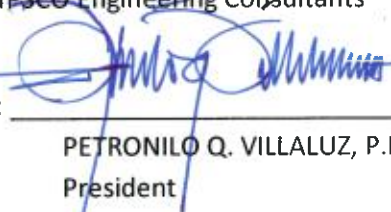
property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit A. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit A will be supplemented to incorporate these requirements.

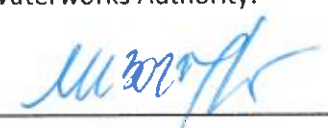
IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

EMPSCO Engineering Consultants

By: 
PETRONILO Q. VILLALUZ, P.E.
President

Date: 04 May 2018

Guam Waterworks Authority:

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


Date: 6-1-18

Certified Funds Available:

By: 
GREG P. CRUZ
GWA Chief Financial Officer

Date: 06/01/18

Approved as to Form

By: 
KELLY O. CLARK
GWA General Counsel

Date: 5/21/18

Contract Amount: \$702,678.13
Amount Certified: \$702,678.13
Source of Funding: USEPA SRF – Grant No. M96902617

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

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

Signed: 

Corporate Secretary

Date: May 17, 2018

(CORPORATE/PARTNERSHIP SEAL)

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



March 23, 2018

Miguel C. Bordallo, P.E.

General Manager

Guam Waterworks Authority

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam 96913

Attention: **Thomas F. Cruz, P.E.**

Chief Engineer

Subject: **Construction Management Services for
Route 4 Relief Sewerline Rehabilitation and Replacement
GWA Project No. S15-006-EPA**

Gentlemen,

We are pleased to submit our estimated fee proposal as follows for the subject based on the proposed scope of work and as specified or indicated in the RFP documents:

I. One Contractor for Schedule A and Schedule B

Note: No change in our negotiated fee

1) Preconstruction.....	\$ - 0-
2) Construction Phase.....	\$ 605,683.40
3) Post-Construction Phase.....	\$ 23,693.82
4) Misc. Expense Items.....	\$ 17,513.00

Total Estimated fees for Item I \$646,890.22

II. Additive fees, two different Contractors for Schedule A and Schedule B.

Note: Schedule A & Schedule B notice to proceed (NTP) start date shall be commenced at the same time.

1) Preconstruction.....	\$ - 0-
2) Construction Phase.....	\$ 55,787.91
3) Post-Construction Phase.....	\$ - 0-
4) Misc. Expense Items.....	\$ - 0-

Total Additive fees for Item II \$ 55,787.91

Summary and Details of these fee estimates are attached herewith.

Estimates are based on the following:

- 1) Rehabilitation of sewer system in the villages of Hagatna, Along Route 4 and Route 1, from McDonald's on Route 4, to the Agana Main Sewer Pump Station on Route 1.



- 2) Work under "Schedule A" consist of replacing of 24" Spirolite pipe with 30" PVC pipe, install new 18" PVC intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.
- 3) Work under "Schedule B" consist of CIPP lining 21", 24", 30" and 36" existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation work.
- 4) Construction phase: 450 consecutive calendar days.
- 5) Scope of Work (See attached SOW from RFP document) including paragraph E.3, Testing
- 6) Contract will be on a time and material (T&M) basis.
- 7) Project meetings included for this project based on 15 monthly meetings and 60 weekly meetings.

Please give us a call or contact us via email if you have questions regarding this proposal.
Thank you very much.

Sincerely,


Al Tyrone A. de Guzman, P.E.
Project Manager
EMPSCO Engineering Consultants

Attachments:

- 1) GWA CM Fee Summary – One Contractor for Schedule A&B
- 2) GWA CM Fee Breakdown cost – One Contractor for Schedule A&B
- 3) GWA CM Man-hour Breakdown – One Contractor for Schedule A&B
- 4) GWA CM Fee Summary_Additive – Two Contractor under Schedule A&B
- 5) GWA CM Fee Breakdown cost_Additive – Two Contractor under Schedule A&B
- 6) GWA CM Man-hour Breakdown_Additive – Two Contractor under Schedule A&B
- 7) Scope of work for RFP-09-ENG-2017

**CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE
REHABILITATION & REPLACEMENT
GWA PROJECT NO. S15-006-EPA**

I. ONE CONTRACTOR FOR SCHED. A & SCHED. B

	PAYMENT	Lump sum	T&M	Total
A	PRECONSTRUCTION			
1	Selection of Design Team	\$ -		\$ -
2	Cost Estimating	\$ -		\$ -
3	Constructability Review	\$ -		\$ -
4	Document Review	\$ -		\$ -
5	Value Engineering	\$ -		\$ -
6	Contract Bidding	\$ -		\$ -
	SUBTOTAL A PRECONSTRUCTION	\$ -	\$ -	\$ -
B	CONSTRUCTION PHASE			
	Project Controls			
1	Project Correspondence		27,158.28	\$ 27,158.28
2	Submittals		25,078.88	\$ 25,078.88
3	Payment Requests		31,477.28	\$ 31,477.28
4	Project Meetings		38,972.00	\$ 38,972.00
5	Requests for Information		25,078.88	\$ 25,078.88
6	Claims and Disputes		25,078.88	\$ 25,078.88
7	Project Records		26,898.08	\$ 26,898.08
	subtotal	\$ -	\$ 199,742.28	\$ 199,742.28
	Construction Inspection			
8	Onsite Inspector		291,834.88	\$ 291,834.88
9	Acceptance of Work		11,569.28	\$ 11,569.28
10	Stop Work Orders			\$ -
	subtotal	\$ -	\$ 303,404.16	\$ 303,404.16
	Change Orders			
11	Change Order Review		13,717.12	\$ 13,717.12
12	Design Change		12,539.44	\$ 12,539.44
13	DCVR		12,539.44	\$ 12,539.44
14	Negotiations		12,539.44	\$ 12,539.44
15	Change Order Documents		14,358.64	\$ 14,358.64
	subtotal	\$ -	\$ 65,694.08	\$ 65,694.08
	Construction Survey			
16	Pipeline Alignments		4,842.92	\$ 4,842.92
17	Elevations		4,842.92	\$ 4,842.92
	subtotal	\$ -	\$ 9,685.84	\$ 9,685.84
	Project Closeout			
18	Timely Completion		12,002.58	\$ 12,002.58
19	Punchlist Development		6,529.38	\$ 6,529.38
20	Inspections		8,625.08	\$ 8,625.08
21	Training and Warranty		0.00	\$ -
	subtotal	\$ -	\$ 27,157.04	\$ 27,157.04
	SUBTOTAL B CONSTRUCTION PHASE	\$ -	\$ 605,683.40	\$ 605,683.40
C	POST CONSTRUCTION			
1	Final Report		7,620.90	\$ 7,620.90
2	Project Records		7,257.06	\$ 7,257.06
3	Record Drawings		8,815.86	\$ 8,815.86
	SUBTOTAL C POST CONSTRUCTION	\$ -	\$ 23,693.82	\$ 23,693.82
D	EXPENSE ITEM			
1	Mailing & expediting	0.00		\$ -
2	Report Reproduction		2,800.00	\$ 2,800.00
3	Drawing and Construction docs Reproduction	1,000.00		\$ 1,000.00
4	Photo film & development	0.00		\$ -
5	Fuel		4,000.00	\$ 4,000.00
6	Office Supplies	600.00		\$ 600.00
7	Digital Cameras	0.00		\$ -
8	Testing		8,363.00	\$ 8,363.00
	POST CONSTRUCTION			
1	Mailing & expediting	0.00		\$ -
2	Report Reproduction	250.00		\$ 250.00
3	Record Drawing Reproduction	500.00		\$ 500.00
	SUBTOTAL D EXPENSE ITEMS	\$ 2,350.00	\$ 15,163.00	\$ 17,513.00
	TOTAL FEE (A+B+C+D)			\$ 646,890.22

**CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT
GWA PROJECT NO. S15-006-EPA**

I. ONE CONTRACTOR FOR SCHED. A & SCHED. B

Phase Letter and Task Number	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3- Man Survey Crew	Geo. Subcontract	Amount
	HOURLY LABOR RATES	\$ 147.21	\$ 147.21	\$ 112.58	\$ 95.27	\$ 45.48	\$ 57.42	\$ 1,210.73		
A	PRECONSTRUCTION									
1	Selection of Contractor									0.00
2	Cost Estimating									0.00
3	Constructability Review									0.00
4	Document Review									0.00
5	Value Engineering									0.00
6	Contract Bidding									0.00
	SUBTOTAL A. PRECONSTRUCTION									\$ -
B	CONSTRUCTION PHASE									
	Project Controls									
1	Project Correspondence	8	60	120		80				27,158.28
2	Submittals	8	40	160						25,078.88
3	Payment Requests	8	40	160	60	15				31,477.28
4	Project Meetings		40	160	120	80				38,972.00
5	Requests for Information	8	40	160						25,078.88
6	Claims and Disputes	8	40	160						25,078.88
7	Project Records	8	40	160		40				26,898.08
	Construction Inspection									
8	Onsite Inspector	8	40	160	2800					291,834.88
9	Acceptance of Work	8	40	40	0					11,569.28
10	Stop Work Orders									0.00
	Change Orders Managements									
11	Change Order Review	8	24	80						13,717.12
12	Design Change		24	80						12,539.44
13	DCVR		24	80						12,539.44
14	Negotiations		24	80						12,539.44
15	Change Order Documents		24	80		40				14,358.64
	Construction Survey									
16	Pipeline Alignments							4		4,842.92
17	Elevations							4		4,842.92
	Project Closeout / Completion									
18	Timely/Substantial Completion	8	30	40	20					12,002.58
19	Punchlist Development	8	18	24						6,529.38
20	Inspections	8	20	40						8,625.08
21	Training and Warranty									
	SUBTOTAL B. CONSTRUCTION PHASE									605,683.40
C	POST CONSTRUCTION									
22	Final Report	2	24	24		24				7,620.90
23	Project Records	2	24	24		16				7,257.06
24	Record Drawings	2	24	24	24					8,815.86
	SUBTOTAL C. POST CONSTRUCTION									23,693.82
D	EXPENSE ITEMS									
1	Mailing & expediting									0.00
2	Report Reproduction									2,800.00
3	Dwg & construction docs Reproduction									1,000.00
4	Photo film & development									
5	Fuel									4,000.00
6	Office Supplies									600.00
7	Digital Cameras									
8	Testing									8,363.00
	POST CONSTRUCTION									
1	Mailing & expediting									0.00
2	Report Reproduction									250.00
3	Record Drawing Reproduction									500.00
	SUBTOTAL D. EXPENSE ITEMS									17,513.00
	TOTAL FEE (A+B+C+D)									646,890.22

**CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE REHABILITATION AND
REPLACEMENT
GWA PROJECT NO. S15-006-EPA**

MAN-HOURS CALCULATION

I. ONE CONTRACTOR FOR SCHED. A & SCHED. B

450 CD = 15 months X 4 weeks\ months = 60 weeks
per 30 CD

ITEM DESCRIPTION	Qty	Unit	Multiplier	Unit	Manhours
B. CONSTRUCTION PHASE					
Project Control					
1. Project Correspondence					
Project Engineer	60.0	wks	2	hr/wks	120.0
60.0 wks					
Project Manager	60	wks	1	hr/wks	60
60.0 wks					
Principal Engineer	1.0	ls	8	hr	8
1.0 lpsm					
Secretary/Clerk	60.0	wks	1.333	hr/wks	80.0
60.0 wks					
2. Submittals					
Project Engineer	54.0	sub	3	ave.hr/sub	162.0
54.0 submittals					
Project Manager	54.0	sub	0.75	hr/sub	41
54.0 submittals					
Principal Engineer	1.0	ls	8	hr	8
1.0 lpsm					
3. Payment Request					
Project Inspector	15.0	months	4	ave.hr/mo	60.0
15.0 months					
Project Engineer	15.0	months	10.667	hr/mo	160.0
15.0 months					
8 hrs plus review time with PM					
Project Manager	15.0	months	2.667	hr/mo	40.0
15.0 months					
Principal Engineer	1.0	ls	8	hr	8.0
1.0 lpsm					
Secretary/Clerk	15.0	months	1	hr/mo	15.0
15.0 months					
4. Project Meeting					
Project Inspector	60.0	wks	2	hr/wks	120.0
60.0 wks					

ITEM DESCRIPTION			Qty	Unit	Multiplier	Unit	Manhours
Project Engineer	60.0	wks	60.0	wks	2	hr/wks	120.0
	60.0	wks	60	wks	0.6667	hr/wks	40.0
		plus, 40mins prep of meeting minutes					
		total manhours					160.0
Project Manager	15	months	15	months	2.6667	hr/mo	40.0
	15.0	months					
Secretary/Clerk	60.0	wks	60.0	wks	1.3333	hr/wks	80.0
	60.0	wks					
		prep docs related to the progress meetings					
5. Request for Information							
Project Engineer	60.0	wks	60.0	wks	2.667	hr/wk	160.0
	60.0	wks					
Project Manager	15	months	15	months	2.6667	hr/wks	40.0
	15.0	months					
Principal Engineer	1.0	ls	1.0	ls	8	hr/wks	8.0
	1.0	lpsm					
6. Claims and Disputes							
Project Engineer	60.0	wks	60.0	wks	2.667	hr/wks	160.0
	60.0	wks					
Project Manager	15	months	15	months	2.6667	hr/mo	40.0
	15.0	months					
Principal Engineer	1.0	ls	1.0	ls	8	hr	8.0
	1.0	lpsm					
7. Project Records							
Project Engineer	60.0	wks	60.0	wks	2.667	hr/wks	160.0
	60.0	wks					
Project Manager	15	months	15	months	2.6667	hr/mo	40.0
	15.0	months					
Principal Engineer	1.0	ls	1.0	ls	8	hr	8.0
	1.0	lpsm					
Secretary/Clerk	15.0	wks	15.0	wks	2.667	hr/mo	40.0
	15.0	months					
Construction Inspection							
8. Onsite Inspector							
Project Inspector	60 wks x 6 wrkdays		360	wrkdays	8	hr/days	2880
	minus holiday, 10 days holiday a yr		10	days	8	hr/days	-80
	total manhours						2800
Project Engineer	40.0	visit on a 15 months proj sched	40.0	visit	4	hr/visit	160.0
	40.0	visit on a 15 months proj sched					
Project Manager	15	visit on a 15 months proj sched	15	visit	2.667	hr/visit	40
	15.0	visit on a 15 months proj sched					

ITEM DESCRIPTION			Qty	Unit	Multiplier	Unit	Manhours
	Principal Engineer						
1.0	lpsm, case basis		1	ls	8	hr	8
9. Acceptance of Work							
	Project Inspector						
0			0				0
	Project Engineer		15.0	visit	2.667	hr/visit	40
15.0	visit on a 15 months proj sched						
	Project Manager		15.0	visit	2.667	hr/visit	40
15.0	visit on a 15 months proj sched						
	Principal Engineer						
1.0	lpsm, case basis		1	ls	8	hr	8
10. Stop Work Order							
Change Order Managements							
11. Change Order Review							
	Project Engineer		4.0	ch order	20	hr/co	80
4.0	change order						
	incl, evaluation, negotiation and recom.						
	Project Manager		4.0	ch order	6	hr/co	24
4.0	change order						
	Principal Engineer						
1.0	lpsm		1	ls	8	hr	8
12. Design Change							
	Project Engineer		1.0	ls	80	hr	80
1.0	lpsm						
	prep changes to the Contract docs						
	Project Manager		1.0	ls	24	hr	24
1.0	lpsm						
13. DCVR							
	Project Engineer		1.0	ls	80	hr/co	80
1.0	lpsm						
	coord. w/ doR, ammendments & solicit fee						
	Project Manager		1.0	ls	24	hr/co	24
1.0	lpsm						
14. Negotiations							
	Project Engineer		4.0	ch order	20	hr/co	80
4.0	prep independent cost estimate						
	Project Manager		4.0	ch order	6	hr/co	24
4.0	review prep independent cost estimate						
15. Change Order Documents							
	Project Engineer		4.0	ch order	20	hr/co	80
4.0	change order docs						

ITEM DESCRIPTION			Qty	Unit	Multiplier	Unit	Manhours
	Project Manager		4.0	ch order	6	hr/co	24
	4.0	change order docs					
	Secretary / Clerk		4.0	ch order	10	hr/co	40
	4.0	prep change order docs					
Project Closeout/ Completion within 30 CD							
18. Substantial/ Timely Completion							
	Project Inspector		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Project Engineer		10.0	wrkdays	4	hr/days	40
	10.0	wrkdays					
	Project Manager		10.0	wrkdays	3	hr/days	30
	10.0	wrkdays					
	Principal Engineer		1.0	lpsm	8	hr	8
	1.0	lpsm					
19. Punchlist Documents							
	Project Inspector		0.0				0
	0.0						
	Project Engineer		6.0	wrkdays	4	hr/days	24
	6.0	wrkdays					
	Project Manager		6.0	wrkdays	3	hr/days	18
	6.0	wrkdays					
	Principal Engineer		1.0	lpsm	8	hr	8
	1.0	lpsm					
20. Inspection - Pre-Final, & Final							
	Project Inspector		0.0				0
	0.0						
	Project Engineers		10.0	wrkdays	4	hr/days	40
	10.0	wrkdays					
	Project Manager		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Principal Engineer		1.0	lpsm	8	hr	8
	1.0	lpsm					
21. Training and Warranty							
C. POST CONSTRUCTION							
22. Final Report							
	Project Engineers		1.0	report	24	hr/report	24
	1.0	final report					
	Project Manager		1.0	report	24	hr/report	24
	1.0	final report					

ITEM DESCRIPTION		Qty	Unit	Multiplier	Unit	Manhours
	Principal Engineer	1.0	report	2	hr/report	2
	1.0 Final report					
	Secretary / Clerk	1.0	report	24	hr/report	24
	1.0 Final report					
23. Project Records						
	Project Engineers	1.0	report	24	hr/report	24
	1.0 final report					
	Project Manager	1.0	report	24	hr/report	24
	1.0 final report					
	Principal Engineer	1.0	report	2	hr/report	2
	1.0 Final report					
	Secretary / Clerk	1.0	report	16	hr/report	16
	1.0 Final report					
24. Record Drawings						
	Project Engineers	1.0	lot	24	hr	24
	1.0 As-built review and coordination w/ KTR					
	Project Manager	1.0	lot	24	hr	24
	1.0 As-built review and coordination w/ KTR					
	Principal Engineer	1.0	lot	2	hr	2
	1.0 As-built review					
	Project Inspector	1.0	lot	24	hr	24
	1.0 As-built review					

Fuel Consumption Summary:

No. of trips to Proj Site 2 trip per day
 Miles per trip 16.2 miles from Route 16 (office) to the project site (2 vehicle)
 Total no. of Miles 32.4 miles
 Miles per gallon of vehicle 12
 Total gallon 2.700
 U/C 4.12
 Calendar days 360 workdays

Total Fuel Cost \$ 4,004.64

Report Reproduction

colored sheets	40 sheets	\$ 1.00 per sheet	=	\$ 40.00
B/W sheets	210 sheets	\$ 0.70 per sheet	=	\$ 147.00
Total sheet per report	250 sheets			\$ 187.00
	\$ 187.00	x	15 months	= \$ 2,805.00

Office Supply

Tabs, Com Bind spine, CD/DVD, index card CD sleeves, etc.	1 Lpsm	x	\$ 600	\$ 600.00
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ITEM DESCRIPTION	Qty	Unit	Multiplier	Unit	Manhours
Drawing and Construction docs reproduction print of additional copy of drawings, specs, and other related docs on the project	1 Lpsm	x	\$ 1,000		\$ 1,000
Post Construction					
Report Reproduction print final report and addtl document related to the proj	1 Lpsm	x	\$ 250		\$ 250.00
Record Drawing Reproduction print As-built drawings and related documents related to the proj	1 Lpsm	x	\$ 500		\$ 500.00

Testing

i. concrete cylinder testing

a. Concrete collar for paved area

3 MH x \$100 per cylinder sample (laboratory test) x 3 sample = \$900
 3 MH x \$ 60/hr (stand by time) x 1 hour = \$180
 Laboratory technician = 3MH x \$52/hr x 1hr = \$156

b. Controlled Low Strength material (CLSM) @ every 100 ft

5 test x \$100 per cylinder sample (laboratory test) x 3 sample = \$1,500
 5 test x \$60 hr (stand by time) x 1 hr = \$300
 Laboratory technician = 5 test x \$52/hr x 1 hr = \$260

i. Total concrete cylinder testing = \$3,296

iii. Grout testing

a. Rehabilitation of sewer manhole

7 MH x \$50/test MH = \$350
 7 MH x \$60/hr (stand by time) x 1hr = \$420
 Laboratory technician = 7 MH x \$52/hr x 1 hr = \$364

iii. Total grout testing = \$1,134

iv. Field density for compaction control

15 test x \$115/test = \$1,725
 Field technician, per hour = 15 test x \$52/hr = \$780

iv. Total field density for compaction control = \$2,505

v. Soil Density test and reports

a. Particle size distribution - Sieve analysis

2 test x \$65 = \$130

b. Maximum Dry Density - Proctor Analysis

4 test x \$135 = \$540

ITEM DESCRIPTION	Qty	Unit	Multiplier	Unit	Manhours
c. LL, PL PI - Plasticity Limits					
1 test x \$205 =					\$205
d. Field technician= 4 test x \$52/hr x 1 hr =					\$208
e. Senior Engineer =3 test x \$115/hr x 1 hr =					\$345
v. <u>Total soil density test and reports</u>					<u>\$1,428</u>

Total Testing cost = \$8,363

Notes:

All testing unit cost includes;

a. 10% - Profit, Admin Fee

b. 4.17% - Gross Receipt Tax (GRT)

**CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE
REHABILITATION AND REPLACEMENT
GWA PROJECT NO. S15-006-EPA**

II. ADDITIVE - TWO CONTRACTORS FOR SCHED. A & SCHED. B

	PAYMENT	Lump sum	T&M	Total
A	PRECONSTRUCTION			
1	Selection of Design Team	\$ -		\$ -
2	Cost Estimating	\$ -		\$ -
3	Constructability Review	\$ -		\$ -
4	Document Review	\$ -		\$ -
5	Value Engineering	\$ -		\$ -
6	Contract Bidding	\$ -		\$ -
	SUBTOTAL A PRECONSTRUCTION	\$ -	\$ -	\$ -
B	CONSTRUCTION PHASE			
	Project Controls			
1	Project Correspondence		0.00	\$ -
2	Submittals		9,551.79	\$ 9,551.79
3	Payment Requests		0.00	\$ -
4	Project Meetings		19,486.00	\$ 19,486.00
5	Requests for Information		0.00	\$ -
6	Claims and Disputes		0.00	\$ -
7	Project Records		0.00	\$ -
	subtotal	\$ -	\$ 29,037.79	\$ 29,037.79
	Construction Inspection			
8	Onsite Inspector		0.00	\$ -
9	Acceptance of Work		0.00	\$ -
10	Stop Work Orders			\$ -
	subtotal	\$ -	\$ -	\$ -
	Change Orders			
11	Change Order Review		3,576.49	\$ 3,576.49
12	Design Change		1,195.06	\$ 1,195.06
13	DCVR		1,342.27	\$ 1,342.27
14	Negotiations		2,078.32	\$ 2,078.32
15	Change Order Documents		1,671.40	\$ 1,671.40
	subtotal	\$ -	\$ 9,863.54	\$ 9,863.54
	Construction Survey			
16	Pipeline Alignments		0.00	\$ -
17	Elevations		0.00	\$ -
	subtotal	\$ -	\$ -	\$ -
	Project Closeout			
18	Timely Completion		7,690.04	\$ 7,690.04
19	Punchlist Development		3,411.90	\$ 3,411.90
20	Inspections		5,784.64	\$ 5,784.64
21	Training and Warranty		0.00	\$ -
	subtotal	\$ -	\$ 16,886.58	\$ 16,886.58
	SUBTOTAL B CONSTRUCTION PHASE	\$ -	\$ 55,787.91	\$ 55,787.91
C	POST CONSTRUCTION			
1	Final Report		0.00	\$ -
2	Project Records		0.00	\$ -
3	Record Drawings		0.00	\$ -
	SUBTOTAL C POST CONSTRUCTION	\$ -	\$ -	\$ -
D	EXPENSE ITEM			
1	Mailing & expediting	0.00		\$ -
2	Report Reproduction		0.00	\$ -
3	Drawing and Construction docs Reproduction	0.00		\$ -
4	Photo film & development	0.00		\$ -
5	Fuel		0.00	\$ -
6	Office Supplies	0.00		\$ -
7	Digital Cameras	0.00		\$ -
8	Testing		0.00	\$ -
	POST CONSTRUCTION			
1	Mailing & expediting	0.00		\$ -
2	Report Reproduction	0.00		\$ -
3	Record Drawing Reproduction	0.00		\$ -
	SUBTOTAL D EXPENSE ITEMS	\$ -	\$ -	\$ -
	TOTAL FEE (A+B+C+D)			\$ 55,787.91

CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT
GWA PROJECT NO. S15-006-EPA

II. ADDITIVE - TWO CONTRACTORS FOR SCHED. A & SCHED. B

Phase Letter and Task Number	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3- Man Survey Crew	Geo. Subcontract	Amount
	HOURLY LABOR RATES	\$ 147.21	\$ 147.21	\$ 112.58	\$ 95.27	\$ 45.48	\$ 57.42	\$ 1,210.73		
A	PRECONSTRUCTION									
1	Selection of Contractor									0.00
2	Cost Estimating									0.00
3	Constructability Review									0.00
4	Document Review									0.00
5	Value Engineering									0.00
6	Contract Bidding									0.00
	SUBTOTAL A. PRECONSTRUCTION									\$ -
B	CONSTRUCTION PHASE									
	Project Controls									
1	Project Correspondence									0.00
2	Submittals	4	15	60						9,551.79
3	Payment Requests									0.00
4	Project Meetings		20	80	60	40				19,486.00
5	Requests for Information									0.00
6	Claims and Disputes									0.00
7	Project Records									0.00
	Construction Inspection									
8	Onsite Inspector									0.00
9	Acceptance of Work									0.00
10	Stop Work Orders									0.00
	Change Orders Managements									
11	Change Order Review	3	6	20						3,576.49
12	Design Change		2	8						1,195.06
13	DCVR		3	8						1,342.27
14	Negotiations		8	8						2,078.32
15	Change Order Documents		4	8		4				1,671.40
	Construction Survey									
16	Pipeline Alignments									0.00
17	Elevations									0.00
	Project Closeout / Completion									
18	Timely/Substantial Completion	4	20	20	20					7,690.04
19	Punchlist Development	2	12	12						3,411.90
20	Inspections	4	20	20						5,784.64
21	Training and Warranty									
	SUBTOTAL B. CONSTRUCTION PHASE									55,787.91
C	POST CONSTRUCTION									
22	Final Report									0.00
23	Project Records									0.00
24	Record Drawings									0.00
	SUBTOTAL C. POST CONSTRUCTION									0.00
D	EXPENSE ITEMS									
1	Mailing & expediting									0.00
2	Report Reproduction									0.00
3	Dwg & construction docs Reproduction									0.00
4	Photo film & development									
5	Fuel									0.00
6	Office Supplies									0.00
7	Digital Cameras									
8	Testing									0.00
	POST CONSTRUCTION									0.00
1	Mailing & expediting									0.00
2	Report Reproduction									0.00
3	Record Drawing Reproduction									0.00
	SUBTOTAL D. EXPENSE ITEMS									0.00
	TOTAL FEE (A+B+C+D)									55,787.91

**CONSTRUCTION MANAGEMENT SERVICE FOR ROUTE 4 RELIEF SEWERLINE REHABILITATION AND
REPLACEMENT
GWA PROJECT NO. S15-006-EPA**

MAN-HOURS CALCULATION

II. ADDITIVE - TWO CONTRACTORS FOR SCHED. A & SCHED. B

$$\frac{450}{\text{per 30 CD}} \text{ CD} = \frac{15}{\text{months}} \times 4 \text{ weeks/months} = \frac{60}{\text{weeks}}$$

ITEM DESCRIPTION	Qty	Unit	Multiplier	Unit	Manhours
B. CONSTRUCTION PHASE					
Project Control					
1. Submittals					
Project Engineer	20.0	sub	3	ave.hr/sub	60.0
54.0 submittals					
Project Manager	20.0	sub	0.75	hr/sub	15
54.0 submittals					
Principal Engineer	1.0	ls	4	hr	4
1.0 lpsm					
2. Project Meeting					
Project Inspector	30.0	wks	2	hr/wks	60.0
60.0 wks					
Project Engineer	30.0	wks	2	hr/wks	60.0
60.0 wks	30	wks	0.6667	hr/wks	20.0
plus, 40mins prep of meeting minutes					
total manhours					80.0
Project Manager	7.2	months	2.6667	hr/mo	19.2
15.0 months					
Secretary/Clerk	30.0	wks	1.3333	hr/wks	40.0
60.0 wks					
prep docs related to the progress meetings					
Change Order Managements					
3. Change Order Review					
Project Engineer	1.0	ch order	20	hr/co	20
4.0 change order					
incl, evaluation, negotiation and recom.					
Project Manager	1.0	ch order	6	hr/co	6
4.0 change order					
Principal Engineer					
1.0 lpsm	1	ls	3	hr	3
4. Design Change					
Project Engineer	1.0	ls	8	hr	8
1.0 lpsm					
prep changes to the Contract docs					
Project Manager	1.0	ls	2.4	hr	2
1.0 lpsm					

ITEM DESCRIPTION			Qty	Unit	Multiplier	Unit	Manhours
5. DCVR							
	Project Engineer		1.0	ls	8	hr/co	8
	1.0	lpsm					
		coord. w/ doR, ammendments & solicit fee					
	Project Manager		1.0	ls	3	hr/co	3
	1.0	lpsm					
6. Negotiations							
	Project Engineer		1.0	ch order	8	hr/co	8
	4.0	prep independent cost estimate					
	Project Manager		1.0	ch order	8	hr/co	8
	4.0	review prep independent cost estimate					
7. Change Order Documents							
	Project Engineer		1.0	ch order	8	hr/co	8
	4.0	change order docs					
	Project Manager		1.0	ch order	4	hr/co	4
	4.0	change order docs					
	Secretary / Clerk		1.0	ch order	4	hr/co	4
	4.0	prep change order docs					
Project Closeout/ Completion within 30 CD							
8. Substantial/ Timely Completion							
	Project Inspector		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Project Engineer		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Project Manager		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Principal Engineer		1	ls	4	hr	4
	1.0	lpsm					
9. Punchlist Documents							
	Project Inspector						
	0.0						
	Project Engineer		6.0	wrkdays	2	hr/days	12
	6.0	wrkdays					
	Project Manager		6.0	wrkdays	2	hr/days	12
	6.0	wrkdays					
	Principal Engineer						
	1.0	lpsm	1	ls	2	hr	2
10. Inspection - Pre-Final, & Final							
	Project Inspector						
	0.0						
	Project Engineers		10.0	wrkdays	2	hr/days	20

ITEM DESCRIPTION			Qty	Unit	Multiplier	Unit	Manhours
	10.0	wrkdays					
	Project Manager		10.0	wrkdays	2	hr/days	20
	10.0	wrkdays					
	Principal Engineer						
	1.0	lpsm	1	ls	4	hr	4



EXHIBIT D

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building • 688 Route 15, Mangilao, Guam 96913 • Tel. (647) 300-6036

September 20, 2018

Jean Yeon Yu
President
Propacific Builder Corporation
750 Route 8
Suite 202, Hanam Plaza
Barrigada, Guam 96913

Re: Formal Contract between GWA and Propacific Builder Corporation

Project: Route 4 Relief Sewerline Rehabilitation and Replacement (Re-Bid), Schedule A
GWA Project No. S15-006-EPA

Subject: Notice To Proceed

Hafa Adai Ms. Yu,

You are hereby notified to commence work in accordance with the enclosed approved contract dated September 13, 2018 on or before September 25, 2018 and you are to fully complete the project within 450 calendar days thereafter.

The date of completion of all work is, therefore, not later than December 19, 2019.

Sincerely,

THOMAS F. CRUZ, P.E.
Chief Engineer

Enclosure: Approved Original Contract

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 21st September day
of September, 2018.

Contractor: Propacific Builder

Print Name & Title: Jean Yu, Owner

Signature: [Handwritten Signature]



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building • 688 Route 15, Mangilao, Guam 96913 • Tel. (647) 300-6036

August 29, 2018

Whittney Schulte
Contracting & Attesting Officer
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005

Re: Formal Contract between GWA and Insituform Technologies, LLC
Project: Route 4 Relief Sewerline Rehabilitation and Replacement (Re-Bid), Schedule B
GWA Project No. S15-006-EPA
Subject: Notice To Proceed

Hafa Adai Mr. Schulte,

You are hereby notified to commence work in accordance with the enclosed approved contract dated August 29, 2018 on or before September 3, 2018 and you are to fully complete the project within 480 calendar days thereafter.

The date of completion of all work is, therefore, not later than December 26, 2019.

Sincerely,

THOMAS F. CRUZ, P.E.
Chief Engineer

Enclosure: Approved Original Contract

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 3 day
of September, 2018.

Contractor: Insituform Technologies, LLC
Print Name & Title: Whittney Schulte, Contracting & Attesting Officer
Signature:

LETTER OF TRANSMITTAL

TO: GUAM WATERWORKS AUTHORITY
Engineering Division
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

DATE: November 13, 2019

ATTN: JOHN RIEGEL, P.E.
Project Manager

**RE: Construction Management Services
for Route 4 Relief Sewer Line
Rehabilitation and Replacement
GWA Project No. S15-006-EPA**

WE ARE SENDING YOU

☐ Attachments

☒ Under a Separate Cover
via *HAND DELIVERY*

PURPOSE OF TRANSMITTAL

- ☒ For Approval
- ☐ For Information Use Only
- ☐ For Review and Comment
- ☐ As Requested

[illegible]

REMARKS:

RECEIVED BY:

RECEIVED BY

SIGNED

DATE _____



Print: LIGALIA HEYAMU

Signature: [Signature]

Date and Time: 11/18/90 10AM

ISSUED BY:

NILO O. VILLALUZ

SIGNED:

DATE:

11/13/2019

GUAM WATERWORKS AUTHORITY

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

CHANGE ORDER NO. 1

Project No. & Title: Route 4 Relief Sewerline Rehabilitation and Replacement
GWA Project No. S15-006-EPA
Contractor's Name: EMPSCO Engineering Consultants Original Contract Date: June 1, 2018

TO: EMPSCO Engineering Consultants

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

Contractor Representative (Print Name & Title)

Petronilo Q. Villaluz, P.E.

Signature

Date

PREPARED BY:

George Watson
Project Engineer

Date

John Riegel P.E.
Managing Engineer

Date

RECOMMEND APPROVAL:

Thomas Cruz, P.E.
Chief Engineer

Date

G.L. NO. S203.105321.520000

Contract No.: 793 OM

Vendor No.: 15587

Amount: \$230,759.62

Nature of Changes:

This Change Order serves to extend the contract time by 216 days and provides for an additional cost of \$230,759.62. These changes are necessary to continue providing CM services for the construction of sewer improvement facilities under two GWA construction contracts - one with PPBC, one with InsituForm. The extension of 216 days is required to extend the Construction Management (CM) Services to the end of June 2020 due to severe delays throughout the project mainly from permit requirements. The total cost of the additional time is estimated to cost approximately \$230,759.62 to cover CM services as described in Enclosure 1.

Enclosures:

1) Proposed Change Order #1 - Time Extension for Construction Management Services - Rt.4 Sewer Rehabilitation and Replacement

The changes result in the following adjustment of contract price and time:

Contract price prior to this change order	<u>\$702,678.13</u>
Net increase from this Change Order (subject to approved terms & conditions)	<u>\$230,759.62</u>
Current contract price including this Change Order	<u>\$933,437.75</u>
Contract time prior to this Change Order <u>545</u> calendar days	Completion date - <u>11/27/2019</u>
Net increase resulting this Change Order <u>216</u> calendar days	Additional <u>216</u>
Current contract time including this Change Order <u>768</u> calendar days	New Completion Date - <u>6/30/2020</u>

CERTIFIED FUNDS AVAILABLE:

Taling M. Taitano
Chief Financial Officer, GWA

Date:

APPROVED:

Miguel C. Bordallo, PE
General Manager

Date:

(Name & Title)
Finance/Accounting

Date:



ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION

1998 Army Drive Route 16, 2/F EMPSCO Bldg., Dededo, Guam 96929 • P.O. Box 21794 GMF, Barrigada, Guam 96921 • Tel No. 1.671.638.4716/5716 • Fax No. 1.671. 638.2136 • Email: empsco@guam.net

September 27, 2019

Thomas F. Cruz, P.E.

Chief Engineer

Guam Waterworks Authority

Gloria B. Nelson Public Service Building

688 Route 15 Mangilao, Guam 96913

Attention: **George Watson, P.E.**

Project Manager

Brown & Caldwell

Project: **GWA Project no. S15-006-EPA, Route 4 Relief Sewer line Rehabilitation and Replacement**

Subject: **Proposed Change Order No.1 – Time Extension for Construction Management Services**

Gentlemen,

We would like to submit our fee proposal of **Two Hundred Thirty Thousand Seven Hundred Fifty-nine and 62/100 U.S. Dollars (\$230,759.62)** to cover the additional time extension of 216 calendar days based on PBBC's time extension end date to June 30, 2020.

The extended CM efforts will involve to the following Project Management, Project Engineering/Inspection and Administration tasks during the additional time period:

1. Prepare and continue project correspondence, reports and inspection documentation as required to monitor project activities and foresee issues during construction.
2. Continue conduct project meetings as required for clear communication of contract requirements and adherence to schedules.
3. Track all requests for information and continue to assist GWA with the development of a response to RFIs regarding any aspect of the contract documents.
4. Notify GWA regarding any issues that arise during construction of the project that could result in claims and/or disputes.
5. Provide and ensure that the project is efficiently managed and constructed according to the terms of the contract.
6. Provide a full time competent on-site inspector to observe all activities of other Contractor on-site to ensure that the work is accomplished by the Contract documents and applicable permits.

Please give us a call or contact us via email if you have questions regarding this proposal.

Thank you very much.

Very Truly,

Al Tyrone A. de Guzman, P.E.

Project Manager

EMPSCO Engineering Consultants



Attached: Fee Proposal Breakdown



Construction Management Services for GWA Route 4 Sewerline Rehabilitation and Replacement Project
 CM Proposed Change No. 1 - 216 CD Time Extension (from Nov 27, 2019 to June 30, 2020)
 October 2019

SUMMARY

ORIGINAL CONTRACT AMOUNT		\$	702,678.13		
PROPOSED CHANGE ORDER (CO No.1)		\$	230,759.62		
REVISED CONTRACT AMOUNT					
Item	Task Description	ORIGINAL CONTRACT AMOUNT	PROPOSED CHANGE ORDER (CO No. 1)		
	CONSTRUCTION PHASE				
	Project Controls				
1	Project Correspondences	\$ 27,158.28	\$ 13,514.20		
2	Submittals	\$ 34,630.67	\$ -		
3	Payment requests	\$ 31,477.28	\$ -		
4	Project Meetings	\$ 58,458.00	\$ 27,280.40		
5	Request for Information	\$ 25,078.88	\$ 13,180.16		
6	Claims and Disputes	\$ 25,078.88	\$ 14,453.60		
7	Project Records	\$ 26,898.08	\$ 14,453.60		
	subtotal	\$ 228,780.07	\$ 82,881.96		
	Construction Inspection				
8	Onsite Inspections/Site Issues	\$ 291,834.88	\$ 137,325.86		
9	Acceptance of Work	\$ 11,569.28	\$ 8,451.80		
10	Stop Work Order	\$ -	\$ -		
	subtotal	\$ 303,404.16	\$ 145,777.66		
	Change Orders				
11	Change Order Review	\$ 17,293.61	\$ -		
12	Design Change	\$ 13,734.50	\$ -		
13	DCVR	\$ 13,881.71	\$ -		
14	Negotiations	\$ 14,617.76	\$ -		
15	Change Order Documents	\$ 16,030.04	\$ -		
	subtotal	\$ 75,557.62	\$ -		
	Construction Survey				
16	Pipeline Alignments	\$ 4,842.92	\$ -		
17	Elevations	\$ 4,842.92	\$ -		
	subtotal	\$ 9,685.84	\$ -		
	Project Close-out				
18	Timely/Substantial Completion	\$ 19,692.62	\$ -		
19	Punch List Development	\$ 9,941.28	\$ -		
20	Inspections	\$ 14,409.72	\$ -		
21	Training & Warranty	\$ -	\$ -		
	subtotal	\$ 44,043.62	\$ -		
	SUBTOTAL - CONSTRUCTION PHASE	\$ 661,471.31	\$ 228,659.62		



Construction Management Services for GWA Route 4 Sewerline Rehabilitation and Replacement Project
 CM Proposed Change No. 1 - 216 CD Time Extension (from Nov 27, 2019 to June 30, 2020)

October 2019

SUMMARY

ORIGINAL CONTRACT AMOUNT		\$	702,678.13		
PROPOSED CHANGE ORDER (CO No.1)		\$	230,759.62		
REVISED CONTRACT AMOUNT					
Item	Task Description	ORIGINAL CONTRACT AMOUNT	PROPOSED CHANGE ORDER (CO No. 1)		
	POST CONSTRUCTION				
1	Final Report	\$ 7,620.90	\$ -		
2	Project Records	\$ 7,257.06	\$ -		
3	Record Drawings	\$ 8,815.86	\$ -		
	subtotal	\$ 23,693.82	\$ -		
	EXPENSE ITEMS				
	CONSTRUCTION PHASE				
1	Mailing & Expediting				
2	Report Reproduction	\$ 2,800.00	\$ -		
3	Drawing Reproduction	\$ 1,000.00	\$ -		
4	Photo film dev	\$ -	\$ -		
5	Fuel	\$ 4,000.00	\$ 2,100.00		
6	Office Supplies	\$ 600.00	\$ -		
7	Digital Cameras	\$ -	\$ -		
8	Testing	\$ 8,363.00	\$ -		
	POST CONSTRUCTION				
1	Mailing & Expediting	\$ -	\$ -		
2	Report Reproduction	\$ 250.00	\$ -		
3	Record Drawing Reproduction	\$ 500.00	\$ -		
	subtotal	\$ 17,513.00	\$ 2,100.00		
	Grand Total	\$ 702,678.13	\$ 230,759.62		

Construction Management Services for GWA Route 4 Sewerline Rehabilitation and Replacement Project
CM Proposed Change No. 1 - 216 CD Time Extension

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED CHANGE ORDER NO. 1 (From Nov. 27, 2019 up to June 30, 2020)
		\$ 147.21	\$ 147.21	\$ 112.58	\$ 95.27	\$ 45.48	\$ 57.42	\$ 1,210.73	
	CONSTRUCTION PHASE								
	Project Controls								
1	Project Correspondences	8.00	28.00	56.00		42.00			\$ 13,514.20
2	Submittals								\$ -
3	Payment requests								\$ -
4	Project Meetings		28.00	112.00	84.00	56.00			\$ 27,280.40
5	Request for Information	8.00	28.00	70.00					\$ 13,180.16
6	Claims and Disputes	8.00	28.00	70.00		28.00			\$ 14,453.60
7	Project Records	8.00	28.00	70.00		28.00			\$ 14,453.60
	subtotal								\$ 82,881.96
	Construction Inspection								
8	Onsite Inspection	8.00	32.00	42.00	1,330.0				\$ 137,325.86
9	Acceptance of Work	8.00	28.00	28.00					\$ 8,451.80
10	Stop Work Order								\$ -
	subtotal								\$ 145,777.66
	Change Orders								
11	Change Order Review								\$ -
12	Design Change								\$ -
13	DCVR								\$ -
14	Negotiations								\$ -
15	Change Order Documents								\$ -
	subtotal								\$ -
	Construction Survey								
16	Pipeline Alignments								\$ -
17	Elevations								\$ -
	subtotal								\$ -
	Project Close-out								
18	Timely Completion								\$ -
19	PunchList Review & Verification								\$ -
20	Inspections								\$ -
21	Training & Warranty								\$ -
	subtotal								\$ -
	SUBTOTAL - CONSTRUCTION PHASE								\$ 228,659.62
	POST CONSTRUCTION								

Item	Task Description	Principal Engineer	Project Manager	Project Engineer	Project Inspector	Secretary/Clerk	CADD Operator	3-man survey crew	PROPOSED CHANGE ORDER NO. 1 (From Nov. 27, 2019 up to June 30, 2020)
		\$ 147.21	\$ 147.21	\$ 112.58	\$ 95.27	\$ 45.48	\$ 57.42	\$ 1,210.73	
1	Final Report								\$ -
2	Project Records								\$ -
3	Record Drawings								\$ -
	subtotal								\$ -
	EXPENSE ITEMS								
	CONSTRUCTION PHASE								
1	Mailing & Expediting								
2	Report Reproduction								\$ -
3	Drawing Reproduction								\$ -
4	Photo film dev								\$ -
5	Fuel								\$ 2,100.00
6	Office Supplies								\$ -
7	Digital Cameras								\$ -
8	Testing								\$ -
	subtotal								\$ 2,100.00
	Grand Total								\$ 230,759.62