



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

GWA RESOLUTION NO. 16-FY2020

**RELATIVE TO APPROVAL OF CHANGE ORDER NO. 2 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 in front of Vons Chicken on Route 4 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, on March 23, 2018, GWA advertised the Invitation to Re-bid (IFB-04-ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Agana; and

1 **WHEREAS**, after receiving and reviewing bid proposals for the manhole rehabilitation
2 and sewerline replacement work on the Route 4 Relief Sewerline, it was determined that
3 ProPacific Builder Corporation (PPBC) was the lowest responsive and responsible bidder; and
4

5 **WHEREAS**, the CCU approved via Resolution 40-FY2018 (Exhibit A) funding
6 authorization for PPBC in the amount of Three Million Four Hundred Seven Thousand Eight
7 Hundred Forty-Eight Dollars (\$3,407,848.00), plus a ten percent (10%) contingency of Three
8 Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents (\$340,784.80) to
9 bring the authorized funding amount for Schedule A to a maximum of Three Million Seven
10 Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents
11 (\$3,748,632.80); and
12

13 **WHEREAS**, in September 2018 GWA management executed a construction contract
14 (Exhibit B) to rehabilitate and replace portions of the Route 4 Relief Sewerline with ProPacific
15 Builder Corporation; and
16

17 **WHEREAS**, while the Notice to Proceed for PPBC was issued in September 2018, the
18 start of construction was delayed due to complications with obtaining approvals during the
19 permitting process; and
20

21 **WHEREAS**, due to permitting delays, unanticipated time restrictions enforced on
22 construction work hours by DPW, and coordination challenges, GWA negotiated Change Order
23 No. 1 (Exhibit C), for a time extension of 193 days and additional funding to PPBC's contract in
24 the amount of Two Hundred Seventy-Six Thousand Seven Hundred Sixty Dollars and Nineteen
25 Cents (\$276,760.19);
26

27 **WHEREAS**, the negotiated Change Order No. 1 (Exhibit C) extends the estimated time
28 to construction completion to July 2020, and PPBC's total contract value to Three Million Six
29 Hundred Eighty-Four Thousand Six Hundred Eight Dollars and Nineteen Cents (\$3,684,608.19);
30 and
31
32

1 **WHEREAS**, during the ongoing construction, the second contractor, Insituform
2 Technologies, LLC (Insituform), responsible for the Cured-In-Place-Pipe (CIPP) lining work that
3 is part of the overall Route 4 sewerline improvements, discovered heavy infiltration in many of
4 the manholes, which would prevent Insituform from completing the pipe lining work; and

5
6 **WHEREAS**, in order to prevent costly delays in lining operations due to the infiltration
7 at the manholes, PPBC needed to accelerate manhole grouting work to resolve the infiltration;
8 and

9
10 **WHEREAS**, GWA has negotiated with PPBC for a fee proposal for Change Order No. 2
11 to accelerate the work to resolve manhole infiltration and the removal of the concrete plug at
12 SMH-6897 to prevent costly delays for lining operations; and

13
14 **WHEREAS**, the total cost of Change Order No. 2 comes out to the amount of One
15 Hundred Eleven Thousand Eight Hundred Eighty-One Dollars and Thirty-Five Cents
16 (\$111,881.35) (Exhibit D), of which Sixty-Four Thousand Twenty-Four Dollars and Sixty-One
17 Cents (\$64,024.61) will come from the remaining contingency funds; and

18
19 **WHEREAS**, GWA Management seeks CCU approval of PPBC's proposal for
20 accelerated construction services in the additional funding amount of Forty-Seven Thousand
21 Eight Hundred Fifty-Six Dollars and Seventy-Four Cents (\$47,856.74), to bring the total
22 authorized funding amount to Three Million Seven Hundred Ninety-Six Thousand Four Hundred
23 Eighty-Nine Dollars and Fifty-Four Cents (\$3,796,489.54); and

24
25 **WHEREAS**, funding for this project will be from the USEPA State Revolving Fund and,
26 if necessary, GWA Bond funds with an estimated project budget of Three Million Seven
27 Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents
28 (\$3,796,489.54); and

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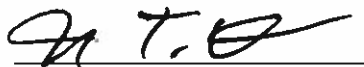
1 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
2 does hereby approve the following:

- 3 1. The recitals set forth above hereby constitute the findings of the CCU.
- 4 2. The CCU hereby approves the funding increase for accelerated construction
5 services in the additional funding amount of Forty-Seven Thousand Eight
6 Hundred Fifty-Six Dollars and Seventy-Four Cents (\$47,856.74) (Exhibit D).
- 7 3. The CCU hereby further approves the total funding authorization for the contract
8 with ProPacific Builder Corporation to an amount of Three Million Seven
9 Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four
10 Cents (\$3,796,489.54).

11
12 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
13 of this Resolution.

14
15 **DULY AND REGULARLY ADOPTED**, this 21st day of February, 2020.

16
17 Certified by:

18
19 

20 **JOSEPH T. DUENAS**
21 Chairperson

17 Attested by:

18
19 

20 **MICHAEL T. LIMTIACO**
21 Secretary

22 //

23 //

24 //

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26 //

SECRETARY'S CERTIFICATE

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

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

AYES:	<u>5</u>
NAYS:	<u>0</u>
ABSTENTIONS:	<u>0</u>
ABSENT:	<u>0</u>



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Exhibit A



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

RESOLUTION NO. 40-FY2018

**RELATIVE TO CONTRACTS APPROVAL FOR THE ROUTE 4 RELIEF SEWER
LINE 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 from the bottom of the hill in Agana to Route 1, and along Route 1 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 are in need of repair due to high infiltration and inflow (*I/I*), and the intent of this project is to rehabilitate, repair or replace these sections along with associated roadway surface improvements; and

WHEREAS, GWA and USEPA agree that efforts to rehabilitate, repair or replace these sewer lines are necessary to provide sufficient capacity, and properly maintain and operate the sewer collection system, and the first step in doing so is through scope of services that includes general civil engineering, geotechnical engineering, and archeological investigation for wastewater collection system evaluation, analysis and design; and

1 **WHEREAS**, in July 2015 GWA Management began the procurement process to find a
2 consulting engineering team to design the sewer rehabilitation and replacement, and via
3 Resolution No. 16-FY2016, approved by the CCU in January 2016, GWA Management was
4 authorized to enter into a contract with AECOM to design the sewer rehabilitation and
5 replacement; and

6
7 **WHEREAS**, in February of 2016 GWA Management entered into a contract with
8 AECOM to design the sewer rehabilitation and replacement, and in May of 2017 the final design
9 was completed; and

10
11 **WHEREAS**, on August 25, 2017, GWA advertised the Invitation to Bid (IFB-10-ENG-
12 2017) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals
13 from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines
14 and manholes subjected to I&I in the village of Hagatna, but ultimately GWA received no bids at
15 that time; and

16
17 **WHEREAS**, following the initial Invitation to Bid, GWA discussed with contractors the
18 challenges that may have prevented them from bidding, reviewed all the available information,
19 and split the contract into two separate parts, a Schedule A and a Schedule B; and

20
21 **WHEREAS**, on March 23, 2018, GWA advertised another Invitation to Bid (IFB-04-
22 ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid
23 proposals from experienced and responsive bidders to repair and/or replace segments of gravity
24 sewer lines and manholes subjected to I&I in the village of Hagatna; and

25
26 **WHEREAS**, this project consists of furnishing all labor, tools, equipment and materials,
27 necessary to install, replace, and repair sewer along Rt.4 and Rt.1, including coordination with
28 GWA Wastewater Operations, GWA Engineering, the Construction Manager, the project Design
29 Engineer, GWA's Program Management Office and the Department of Public Works; and

30
31 **WHEREAS**, IFB packages were obtained by multiple interested parties, from which
32 GWA received bid proposals from three (3) parties (SEE EXHIBIT A – Abstract of Bids) before

1 the bid proposal deadline, with one (1) party submitting a proposal for only Schedule A, one (1)
2 party submitting a proposal for only Schedule B, and one (1) party submitting a proposal for both
3 Schedule A and B; and

4
5 **WHEREAS**, the project Design Engineer, in conjunction with GWA, analyzed the bid
6 proposals received (SEE EXHIBIT B – Evaluation) on June 8, 2018 and determined that the bid
7 proposal submitted by ProPacific Builder Corporation (PPBC) (SEE EXHIBIT C – ProPacific
8 Bid) for Schedule A, and the bid proposal submitted by Insituform Technologies, LLC
9 (Insituform) (SEE EXHIBIT D – Insituform Bid) for Schedule B, were the lowest responsive and
10 responsible bids and met all the bid requirements set forth by GWA; and

11
12 **WHEREAS**, GWA Management finds both PPBC’s bid proposal for Schedule A, and
13 Insituform’s bid proposal for Schedule B acceptable; and

14
15 **WHEREAS**, for Schedule A, PPBC’s bid proposal in the amount of Three Million Four
16 Hundred Seven Thousand Eight Hundred Forty-Eight Dollars (\$3,407,848.00), plus a ten percent
17 (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and
18 Eighty Cents (\$340,784.80) to bring the authorized funding amount for Schedule A to a total of
19 Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and
20 Eighty Cents (\$3,748,632.80); and

21
22 **WHEREAS**, for Schedule B, Insituform’s bid proposal in the amount of Three Million
23 Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars (\$3,998,688.00), plus a
24 ten percent (10%) contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-
25 Eight Dollars and Eighty Cents (\$399,868.80) to bring the authorized funding amount for
26 Schedule B to a total of Four Million Three Hundred Ninety-Eight Thousand Five Hundred
27 Fifty-Six Dollars and Eighty Cents (\$4,398,556.80); and

28
29 **WHEREAS**, GWA Management seeks CCU approval of PPBC’s bid proposal plus the
30 10% contingency for Schedule A of Three Million Seven Hundred Forty-Eight Thousand Six
31 Hundred Thirty-Two Dollars and Eighty Cents (\$3,748,632.80), and Insituform’s bid proposal
32 plus contingency for Schedule B of Four Million Three Hundred Ninety-Eight Thousand Five

1 Hundred Fifty-Six Dollars and Eighty Cents (\$4,398,556.80), to bring the total authorized
2 funding amount to Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine
3 Dollars and Sixty Cents (\$8,147,189.60); and
4

5 **WHEREAS**, funding for this project will be from the USEPA State Revolving Fund and,
6 if necessary, GWA Bond funds and System Development Charge funds applicable to the project
7 intent; and
8

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

- 11 1. The recitals set forth above hereby constitute the findings of the CCU.
- 12 2. The CCU finds that the terms and conditions set by GWA relative to
13 commencement of work activities are fair and reasonable and serve as a measure
14 of Quality Assurance/Quality Control (QA/QC).
- 15 3. The CCU hereby authorizes the management of GWA to accept the bid proposals
16 from "ProPacific Builder Corporation" and "Insituform Technologies, LLC."
17 (EXHIBITS C and D)
- 18 4. The CCU hereby further authorizes the management of GWA to enter into a
19 contract with "ProPacific Builder Corporation" in the amount of Three Million
20 Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars
21 (\$3,407,848.00).
- 22 5. The CCU hereby further authorizes the management of GWA to enter into a
23 contract with "Insituform Technologies, LLC" in the amount of Three Million
24 Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars
25 (\$3,998,688.00).
- 26 6. The CCU hereby further approves the funding total for Schedule A of Three
27 Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars
28 (\$3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty
29 Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents (\$340,784.80),
30 and for Schedule B of Three Million Nine Hundred Ninety-Eight Thousand Six
31 Hundred Eighty-Eight Dollars (\$3,998,688.00), plus a ten percent (10%)
32 contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-Eight

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Dollars and Eighty Cents (\$399,868.80), for a total authorized funding amount of Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars and Sixty Cents (\$8,147,189.60).

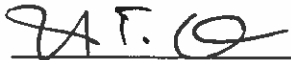
- 7. The CCU hereby further approves the funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and System Development Charge Funds applicable to the project.
- 8. In the event funds other than SRF are used and they exceed One Million Dollars (\$1,000,000.00), GWA is authorized to petition the PUC for approval.

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

DULY AND REGULARLY ADOPTED, this 24th day of July 2018.

Certified by:

Attested by:



JOSEPH T. DUENAS
Chairperson



J. GEORGE BAMBA
Secretary

SECRETARY'S CERTIFICATE

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

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

AYES:	5	_____
NAYS:	0	_____
ABSTENTIONS:	0	_____
ABSENT:	0	_____



GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Exhibit A (1 of 1)

ORIGINAL

Project Name: ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT (RE-BID)

Bid Opening Date:
Time:

May 29, 2018
3:00 PM

Project Number: S15-006-EPA IFB NO.: IFB-04-ENG-2018

Qualified Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS												SCHEDULE A		SCHEDULE B			
		GS	MCA	EEO	WSP	SOC	WOB	WVA	SB	Addendum				BASE BID	ADDITIVE BID	BASE BID	ADDITIVE BID NO. 1	ADDITIVE BID NO. 2	
										1	2	3	4						
1. PRO PACIFIC BUILDER CORP.	Endorsement: Performance Corporation 15% of total bid amount no bid submitted	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$3,487,824.00	\$157,000.00	no bid submitted	no bid submitted	no bid submitted
2. CANTON CONSTRUCTION CORP.	no bid submitted																		
3. GIANT CONSTRUCTION CORP.	no bid submitted																		
4. INSITUFORM	Transferor's Capacity & Surety (Approved) 15% of bid amount no bid submitted	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	no bid submitted	no bid submitted	\$3,998,618.00	\$1,244,770.00	\$5,243,388.00	\$35,879.00
5. GRANITE CONSTRUCTION COMPANY	no bid submitted																		
6. INFRATECH INT'L. LLC	no bid submitted																		
7. CHI CONSTRUCTION INC.	no bid submitted																		
8. HES MICRONESIA	no bid submitted																		
9. CORE TECH/HDCC GUAM, LLC	Ability & Surety (Approved) 15% of bid amount no bid submitted	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$6,141,446.28	\$20,541,67	\$7,570,576.71	\$749,818.94	\$20,583.15	
10. BME & SONS	no bid submitted																		
GWA Estimate																			

Bids Opened and Read by:
GLORIA O. BENSON
(Name and Signature)

Tabulated By:
Nicole S. ...
(Name and Signature)

GWA Procurement Representative:
Victoria Heacock
(Name and Signature)

Witnesses:
EMSCO
EMPSca
PPAC

CHL
CHL

June 8, 2018

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

Subject: Bid Review and Recommendation for the Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-bid) Project, GWA Project No. S15-006-EPA, IFB No. IFB-04-ENG-2018.

Håfa Adai Tom,

The bids for this project were opened on May 29, 2018. Out of 10 bidders who expressed interest in the project, only 3 bid proposals were received and included ProPacific Builder Corporation (ProPacific), Insituform Technologies, LLC (Insituform), and Core Tech/Hawaiian Dredging, LLC (CHL). Pro Pacific submitted a bid for only Schedule A. Insituform submitted a bid for only Schedule B. CHL submitted a bid for both schedules. A summary of the bids prices along with the Engineer's Opinion of Construction Cost Estimate are provided in the table below.

Bid Schedule	Engineer's Estimate	ProPacific	Insituform	CHL
SCHEDULE A - Base Bid	\$ 2,701,217.00	\$ 3,407,848.00	No Bid	\$ 6,191,463.33
SCHEDULE A - Additive Bid No. 1	\$ 7,000.00	\$ 150,000.00	No Bid	\$ 20,592.67
SCHEDULE A - Total	\$ 2,708,217.00	\$ 3,557,848.00	No Bid	\$ 6,212,056.00
SCHEDULE B - Base Bid	\$ 2,482,494.00	No Bid	\$ 3,998,688.00	\$ 7,570,573.65
SCHEDULE B - Additive Bid No. 1	\$ 62,880.00	No Bid	\$ 1,296,700.00	\$ 799,818.94
SCHEDULE B - Additive Bid No. 2	\$ 7,000.00	No Bid	\$ 35,000.00	\$ 20,583.15
SCHEDULE B - Total	\$ 2,552,374.00	No Bid	\$ 5,330,388.00	\$ 8,390,975.74

It is understood that the bids are to be evaluated by each schedule separately and contract(s) awarded using the Base Bid. After contract award, GWA may consider adding items in the additive bids into the contract by change orders. If the bid is within the amount of funds available to finance the construction Contract, then the award will be made to the lowest responsive and responsible bidder. In the event all bids exceed the available budget, GWA may reject bids by individual line items until the individual line items fit within the available budget.

AECOM conducted an evaluation of the bids received and provide recommendations for award to the responsible Bidder submitting the lowest responsive Bid. The following is a brief summary of the bid evaluation:

- Overall, the CHL bid prices appeared to be excessive in comparison with the other bidders and the Engineer's Estimate for both bid schedules evaluated separately.
- For Schedule A - Base Bid, ProPacific's bid price was approximately 26% more than the Engineer's Estimate and is the lowest responsive bid. ProPacific's total bid including the bid additive was approximately 31% more than the Engineer's Estimate.
- For Schedule B - Base Bid, Insituform's bid price was approximately 61% more than the Engineer's Estimate and is the lowest responsive bid. Insituform's total bid including the bid additives was approximately double the Engineer's Estimate.

Based on the bid evaluation conducted, it is recommended that ProPacific be awarded a construction contract for Schedule A - Base Bid and Insituform be awarded a separate construction contract for Schedule B - Base Bid. It is also recommended that if needed, GWA can consider rejecting individual line items to fit within the available budget; particularly for all the bid additives.

Respectfully,



Agapito (Pete) Diaz, PE
 Project Manager
 671-477-8326/7
 pete.diaz@aecom.com

Exhibit C (1 of 15)



GUAM WATERWORKS AUTHORITY

BID INVITATION NO.

IFB-04-ENG-2018

GWA Project No.: S15-006-EPA

**Route 4 Relief Sewer Line Rehabilitation and
Replacement**

BID PROPOSAL

Submitted by:



PROPACIFIC BUILDER CORPORATION

(formerly Guam Yooshin Corporation)

750 Route 8 Suite 202 Hanam Plaza,

Barrigada, Guam 96913

T. 671.477.3109 | F. 671.477.7424 | jgyc@guam.net

Exhibit C (2 of 15)

Procurement Checklist

CHECKLIST OF FORMS AND DOCUMENTS REQUIRED TO BE SUBMITTED IN CONJUNCTION WITH BIDS

<u>A. Form or document that must be submitted with bid</u>	<u>Initial if Submitted:</u>
1. Bid Bond Equal to 15% of total amount of bid	<u>Un</u>
2. Bidder Qualification Form	<u>Un</u>
3. Bid Proposal and Bid Schedule	<u>Un</u>
4. Non-Collusion Affidavit	<u>Un</u>
5. Certification of Bidder Regarding Equal Employment Opportunity	<u>Un</u>
6. Certification Regarding Non-Segregated Facilities	<u>Un</u>
7. Sex Offender Certification	<u>Un</u>
8. Wage and Benefit Determination	<u>Un</u>
9. Major Shareholders Disclosure Affidavit	<u>Un</u>
10. Special Instructions to Bidders	<u>Un</u>
11. Proof of Licensure to Perform Work Called For by the Bid	<u>Un</u>
12. Financial Statements	<u>Un</u>
13. Proof of Status as Veteran (if applies)	<u>N/A</u>
14. Forms or Documents Required by Bid or Bid Amendments not referred to above	<u>Un</u>

I, Jean Yeon Yu, a duly authorized representative of PPBC, do hereby certify, that the forms list above have in fact been submitted with my firm's bid. I acknowledge that, failure to submit any of the above documents will result in my firm being deemed non-responsive and having my firm's bid rejected.

Signed: 

Date: 05/29/2018

Exhibit C (3 of 15)

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
Manqilao, 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.

Exhibit C (4 of 15)

- 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

Exhibit C (5 of 15)

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.

Exhibit C (6 of 15)

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.					
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

Exhibit C (7 of 15)

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.					
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	\$ <u>30,000.00</u>	1	\$ <u>30,000.00</u>
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	\$ <u>22,500.00</u>	14	\$ <u>315,000.00</u>
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ <u>250.00</u>	280	\$ <u>70,000.00</u>
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ <u>30,000.00</u>	1	\$ <u>30,000.00</u>
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	\$ <u>300,000.00</u>	1	\$ <u>300,000.00</u>
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$ <u>50.00</u>	2,867	\$ <u>143,350.00</u>

Exhibit C (8 of 15)

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.					
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
SCHEDULE A -- Base Bid (TOTAL Items 1 through 17, inclusive)					\$ <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.					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
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>
SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)					\$ <u>150,000.00</u>

Exhibit C (9 of 15)

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	\$ _____	1	\$ _____
2	Insurance and Bonds	LS	\$ _____	1	\$ _____
3	Permits	LS	\$ _____	1	\$ _____
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	\$ _____	674	\$ _____
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	\$ _____	723	\$ _____

Exhibit C (10 of 15)

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	\$ _____	1,590	\$ _____	
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	\$ _____	798	\$ _____	
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	\$ _____	1	\$ _____	

Exhibit C (11 of 15)

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)					\$ _____

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	\$ _____	70	\$ _____
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	\$ _____	80	\$ _____
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	\$ _____	160	\$ _____
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	\$ _____	160	\$ _____
SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)					\$ _____

Exhibit C (12 of 15)

<u>Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)</u>					
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	\$ _____
SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)					\$ _____

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.

Exhibit C (13 of 15)

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: PROPACIFIC BUILDER CORPORATION

State of Incorporation: GUAM

Type (General Business, Professional, Service, other): General Contractor

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Jean Yeon Yu

Title: President

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 750 Route 8 Suite 202 Hanam Plaza, Barrigada, GU 96913

Exhibit C (14 of 15)

Phone: 671-477-3109 Facsimile: 671-477-7424
E-mail address: jgyc@guam.net

A Limited Liability Company (LLC)

LLC Name: _____
State in which organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

Phone: _____ Facsimile: _____
E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

Phone: _____ Facsimile: _____
E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

Phone: _____ Facsimile: _____
E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

Exhibit C (15 of 15)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

Exhibit D (1 of 17)



**SEALED BID FOR: ROUTE 4 RELIEF
SEWER LINE REHABILITATION AND
REPLACEMENT (RE-BID)**

**BIDDER: INSITUFORM TECHNOLOGIES, LLC
17988 EDISON AVE
CHESTERFIELD, MO 63005**

GWA PROJECT NO. S15-006-EPA

CLOSING DATE AND TIME
~~5/25/2018~~ 5/29/2018
3:00 PM

ATTENTION: GUAM WATERWORKS AUTHORITY
GLORIA B. NELSON PUBLIC SERVICES BUILDING
688 ROUTE 15
MANGILAO, GUAM 96913

Vol. 1 of 2

Exhibit D (2 of 17)

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Exhibit D (3 of 17)

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
Manqilao, 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
1	April 19, 2018
2	April 26, 2018
3	May 15, 2018
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.

Exhibit D (4 of 17)

- 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 where 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

Exhibit D (5 of 17)

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.

Exhibit D (6 of 17)
No bid on Schedule A

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	\$ _____	1	\$ _____
2	Insurance and Bonds	LS	\$ _____	1	\$ _____
3	Permits	LS	\$ _____	1	\$ _____
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	\$ _____	22	\$ _____
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	\$ _____	12	\$ _____
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	\$ _____	461	\$ _____
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	\$ _____	913	\$ _____
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	\$ _____	2	\$ _____

Exhibit D (7 of 17)
No bid on Schedule A

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	\$ _____	1	\$ _____
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	\$ _____	14	\$ _____
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ _____	280	\$ _____
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ _____	1	\$ _____
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	\$ _____	1	\$ _____
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$ _____	2,867	\$ _____

Exhibit D (8 of 17)

No Bid schedule A

<u>Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)</u>					
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.					
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	\$ _____	2,867	\$ _____
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS		1	
17	As-Built drawings	LS		1	
SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)					\$ _____

<u>Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)</u>					
SCHEDULE A – Additive Bid No. 1					
Description of Work: Archaeological monitoring.					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
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	\$ _____
SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)					\$ _____

Exhibit D (9 of 17)

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>

Exhibit D (10 of 17)

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>

Exhibit D (11 of 17)

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.					
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

\$1,295,700

Exhibit D (12 of 17)

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>
SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)				\$ <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.

\$35,000

Exhibit D (13 of 17)



<i>World HQ:</i> 17988 Edison Avenue Chesterfield MO 63005	<i>636-530-8000</i> <i>Fax: 636-530-8701</i>
<i>Local Off:</i> 9654 Titan Court Littleton CO 80125	<i>303-791-7199</i> <i>Fax: 303-791-7399</i>

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. _____



World HQ: 17988 Edison Avenue Chesterfield MO 63005	636-530-8000 Fax: 636-530-8701
Local Off: 9654 Titan Court Littleton CO 80125	303-791-7199 Fax: 303-791-7399

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

LIST OF Suppliers Selection for Insituform

1. CIPP—Insituform
2. _____
3. _____
4. _____
5. _____

Exhibit D (15 of 17)

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder Is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

N/A

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

N/A

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Exhibit D (16 of 17)

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: Insituform Technologies, LLC

State in which organized: Delaware

By: *Whittney Schulte*
(Signature - attach evidence of authority to sign)

Name (typed or printed): Whittney Schulte

Title: Contracting & Attesting Officer

Business address: 17988 Edison Avenue
Chesterfield, MO 63005

Phone: 636-530-8000 Facsimile: 636-530-8701

E-mail address: WSchulte@Aegion.com

A Joint Venture

First Joint Venturer Name: N/A (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

Exhibit D (17 of 17)

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: September 20, 2017

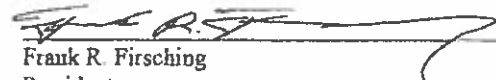

Frank R. Firsching
President

Exhibit B

**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 E. BORDALLO, P.E.

Title: General Manager

Attest:

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:

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:

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:

KELLY O. CLARK
GWA General Counsel

Date:

9/5/18

EXHIBIT A

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
Manilla, 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" Spirollite 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	\$ <u>30,000.00</u>	1	\$ <u>30,000.00</u>
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	\$ <u>22,500.00</u>	14	\$ <u>315,000.00</u>
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ <u>250.00</u>	280	\$ <u>70,000.00</u>
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ <u>30,000.00</u>	1	\$ <u>30,000.00</u>
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	\$ <u>300,000.00</u>	1	\$ <u>300,000.00</u>
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$ <u>50.00</u>	2,867	\$ <u>143,350.00</u>

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
SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)					\$ <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					
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
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>
SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)					\$ <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	\$ _____
SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)					\$ _____

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.

Exhibit C

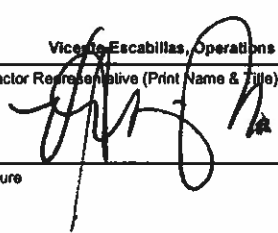
GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building
 688 Route 15, Mangilao, GU 96913
 Engineering Division
 Phone: (671) 300-6058 Fax: (671) 647-2621

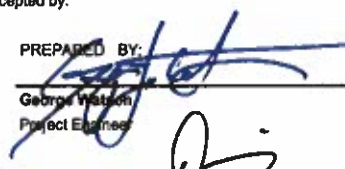



CHANGE ORDER NO. 1


Project No. & Title: Route 4 Relief Sewerline Rehabilitation and Replacement
 GWA Project No. S15-006-EPA
 Contractor's Name: ProPacific Builders Corporation Original Contract Date: September 13, 2018

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

Vicente Escabillas, Operations Manager
 Contractor Representative (Print Name & Title)

 Signature Date 1/14/20

PREPARED BY:

 George Watson Date 1/10/2020
 Project Engineer

 John Riegel P.E. Date 1/10/2020
 Managing Engineer

G.L. NO. S202.105321.420000
 Contract No.: 795 OS
 Vendor No.: 26731
 Amount: \$276,760.19 *(2m969761?)*

RECOMMEND APPROVAL:

 Thomas Cruz, P.E. Date 01/14/2020
 Chief Engineer *Manager McDonald Acting Chief Engineer*

Nature of Changes:

This Change Order serves to 1) extend the contract 193 days, and 2) add \$276,760.19 due to permitting and permit conditions.
 1) As described in Enclosure 1, due to delays and challenges with obtaining the permit and the restricts on the contractor in the permit conditions, 193 days are to be added to the contract time.
 2) Due to permitting, permit time restrictions, additional traffic control to satisfy permit conditions, as well as other direct costs as described on page 3 in Enclosure 2, \$276,760.19 will be added to the contract value.
 With the addition of the 193 days, the contract now extends to July 17, 2020.
 The costs of \$276,760.19 will come from the project contingency.
 With the addition of the \$276,760.19, the new contract value will be \$3,684,608.19.


Enclosures:

- 1) ProPacific "Request for Time Extension" letter
- 2) ProPacific "Request for Cost Adjustment Due to DPW Permit Conditions" letter

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

Contract price prior to this change order	\$3,407,848.00
Net (increase)(decrease) from this Change Order (subject to approved terms & conditions)	\$276,760.19
Current contract price including this Change Order	\$3,684,608.19
Contract time prior to this Change Order <u>480</u> calendar days	
Net (increase)(decrease) resulting this Change Order <u>193</u> calendar days	
Current contract time including this Change Order <u>673</u> calendar days	

CERTIFIED FUNDS AVAILABLE:


 Taling M. Taltano
 Chief Financial Officer, GWA
 Date: 2/4/2020 *Quastrel 2020*

APPROVED:

 Miguel C. Bordallo, PE
 General Manager
 Date: 2.6.2020

(Name & Title) Finance/Accounting
Date:

GUAM WATERWORKS AUTHORITY
 BUDGET OFFICE
 GWP - From GM
 BUDGET OFFICER

DATE: 2/7/20 TIME 11:33AM

S15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

Cost Adjustment Due to DPW Permit Conditions

Description	Cost on Existing Contract						Change Order Cost		
	Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment	
1 Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"				
Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00	
DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00	
2 Direct Costs	340,784.80	15	Mo	22,718.99		6.5	Mo		
Operations Manager				4,000.00		3	Mo	12,000.00	
Project Manager				6,000.00		6.5	Mo	39,000.00	
Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00	
Site Superintendent				4,000.00		2	Mo	8,000.00	
Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44	
3 Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":				
Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20	
Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00	
Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45	
Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00	
4 Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00	
					SUB-TOTAL			177,749.09	
					Overhead & Profit (15%)			26,662.36	
					SUB-TOTAL			204,411.45	
					GRT (5.21%)			10,654.95	
5 Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80	
					TOTAL COST			276,760.19	



PROPACIFIC BUILDER CORPORATION

(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | igyc@guam.net

Date; August 15, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR TIME EXTENSION**

Dear Mr. Watson,

May I inform you that the remaining time of 126 CD under our contract is no longer sufficient to successfully finish the project. Based on PPBC's contract time of 450 CD and the approved revised Construction Schedule, PPBC's scheduled permitting time = 161 CD, other General Requirements = 147, and Construction = 276 CD including Close-outs (*please see Exhibit "A"*).

PPBC initially allotted 71 CD permitting time on the Start-up Construction Schedule for the remaining agencies not completed by AECOM submitted on Nov. 7, 2018 and later adjusted it to 161 CD on the revised Construction Schedule which was approved on March 01, 2019. Still, duration of permit application process took longer which also exceed the time allotted to General Requirements, (Administrative & Material Submittals, Government Reviews, Off-island Material Procurement , & Fabrications including deliveries) and to include Guam DPW permit conditions, the remaining time under our Construction is no longer sufficient. The following are the circumstances that go beyond our control:

1. Supporting Documents:

- Although PPBC continue the permit application right-away upon receipt of the permit application form and permit drawings from AECOM dated Oct. 5, 2018, PPBC requested the required supporting documents such as Section 106 Review as well as authorization letters in advance from BrnCald & RPR (during the Pre-Con Meeting) but just recieved the **Section 106 Review on Oct. 17, 2018 (after 2 weeks)** and the **authorization on Nov. 1, 2018 (after a month)** which resulted the **clearance application stucked in DPR**. Not until copy of Section 106 was provided to DPR they did sign the clearance.

2. New Requirements:

- New requirements in the processing of Building Permit were applied in this project and being high visibility project, permitting agencies became more stringent in processing the permit. Some forms were revised by permitting agencies such as the HEP routing slip wherein a lot of government agencies and private utility companies were added, each have their own requirement especially DZSP-21.
- PPBC processed HEP clearance upon receipt of the Permit application form and Permit Drawings knowing that this is a pre-requisite of DPW-Highways Division in processing Building Permits for road projects. The new routing slip have added a lot of utility companies and agencies that need to sign off in the clearance (please see attachment "2" in the Timelines).
- **Difficulty in acquiring clearance from DZSP-21 due to base access** is also an additional factor. We have to set-up meetings with DZSP personnel outside the base on their convenient times during the processing of the clearance. Furthermore, eventhough I have explained to them that the project is off-base and is not DoD-funded project, they still applied their own procedure with their own Dig Permit routing slip that went to many sections similar to the one from DPW-HEP before DZSP supervisor will sign the clearance form from DPW. After regular follow-up & communications, they sign the clearance **after 2 weeks, dated Oct. 22, 2018.**

3. GEPA Processing:

- While processing the DPW-HEP clearance, PPBC started in doing plans & shop drawing submittals required by GEPA (simutaneous with the project submittals intended for the CM) including those which are not required by contract. Researches, study of methods, & sourcing of materials & equipments to be incorporated in these plans were also done during this period. PPBC submitted these to GEPA on October 16, 2018 and received review comments on Nov. 9, 2018 after constant follow-up thru personal appearances, phone calls, & e-mails.
- **GEPA is not satisfied on the Erosion & Sediment Control Drawings** incorporated in the Permit Drawings so they require a separate pages of ESC Plans. PPBC relayed the comments on Nov.9, 2018 to CM and BrnCald since this is still part of the design but they just asked us to do it. We requested CAD files right-away to generate the required drawings and **received the requested CAD files from BrnCald, almost 3 weeks after the request.** We finally able to submit the PE signed & sealed ESC Drawings to GEPA on January 24, 2019. Submittals that previously have "RR" reviews were also re-submitted on February 6, 2019 and the BP clearance was finally signed on February 14, 2019 while the HEP clearance was signed on February 20 and both clearances were released on February 20, 2019. It took **4 months & 4 days** (from Oct. 16, 2018 - Feb. 20, 2019) before it was signed off.
- Just like the DPW-Highways Div, GEPA are hesitant to sign the clearance and approve the submitted plans citing the complexity of the project. They sign off the clearance after PPBC provided all information they are requiring and with aggressive follow ups. With all these difficulties and delays incurred from GEPA, still **PPBC did not include the delay of 100 CD on our claim for time extension.**

4. DPW Processing:

- Traffic control plans were **resubmitted to and rejected by DPW-Highways multiple times.** It took seven (7) revisions and resubmissions before it was finally accepted by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.
- DPW-Highways Division required Night-time Traffic Control Plans, Re-routing Schemes, and a new Laydown area. Although PPBC drafted the drawings to fast-track the design, AECOM that will sign and seal the drawings is off-island for 2 weeks.

- **DPW-Highway Division personnel does not want to sign the clearance** eventhough we comply to all requirements citing the complexity of the project and their frustrations to other GWA highway projects. It took **four (4) months** (from February 20, 2019 to June 20, 2019) with multiple meetings, interference by Agency General Managers, and revision in design and scope to reduce lane closures before it was finally approved with conditions by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.

(Please see exhibit "B").

5. Permit Conditions:

a. **Working Time Limitations:** DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays" . This reduced our production time of 2 hours daily or 25% although we need to pay our equipment rentals and our workers the complete 8 hours daily otherwise we are going to lose them.

(Please see exhibit "C")

b. **Construction Sequence Limitations:** DPW-Highways does not allow us to have open excavation works in 2 locations simultaneously per our meeting with them (BrnCald was represented in that meeting). In our submitted Initial Construction Schedule, constructions of new SMHs will be done simultaneously. In their condition, we need to add time for the duration to construct 1 SMH in the schedule.

Although we recognize that the time for performing under the agreement is essential, with these circumstances that are beyond our control, which have made a great impact on our construction schedule to complete the project on time, we are requesting for an extension of 193 CD in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

Thank you very much.

Sincerely,



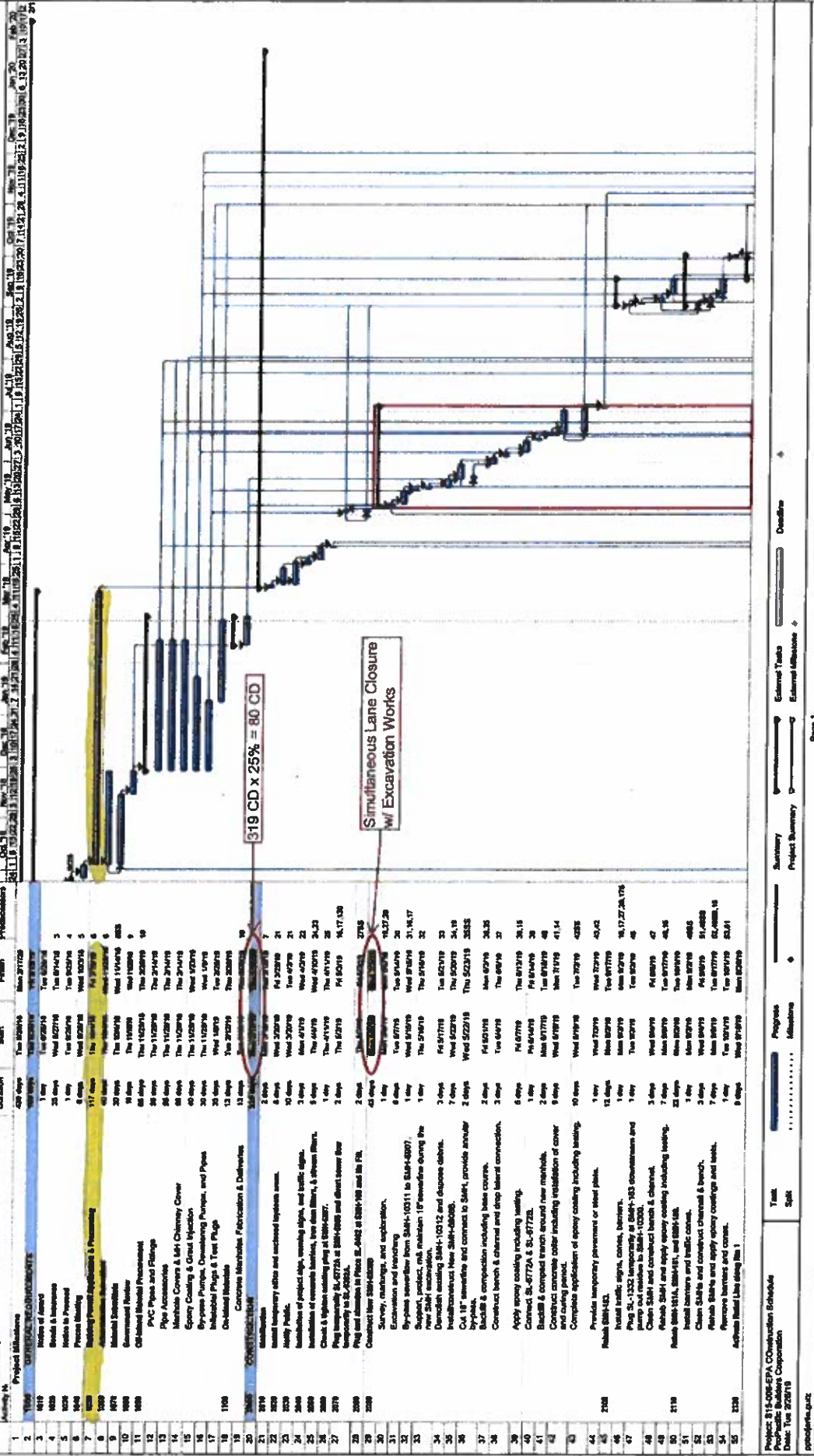
Jerlie M. Gutierrez
Project Manager
ProPacific Builders Corp.

SUMMARY BREAKDOWN:

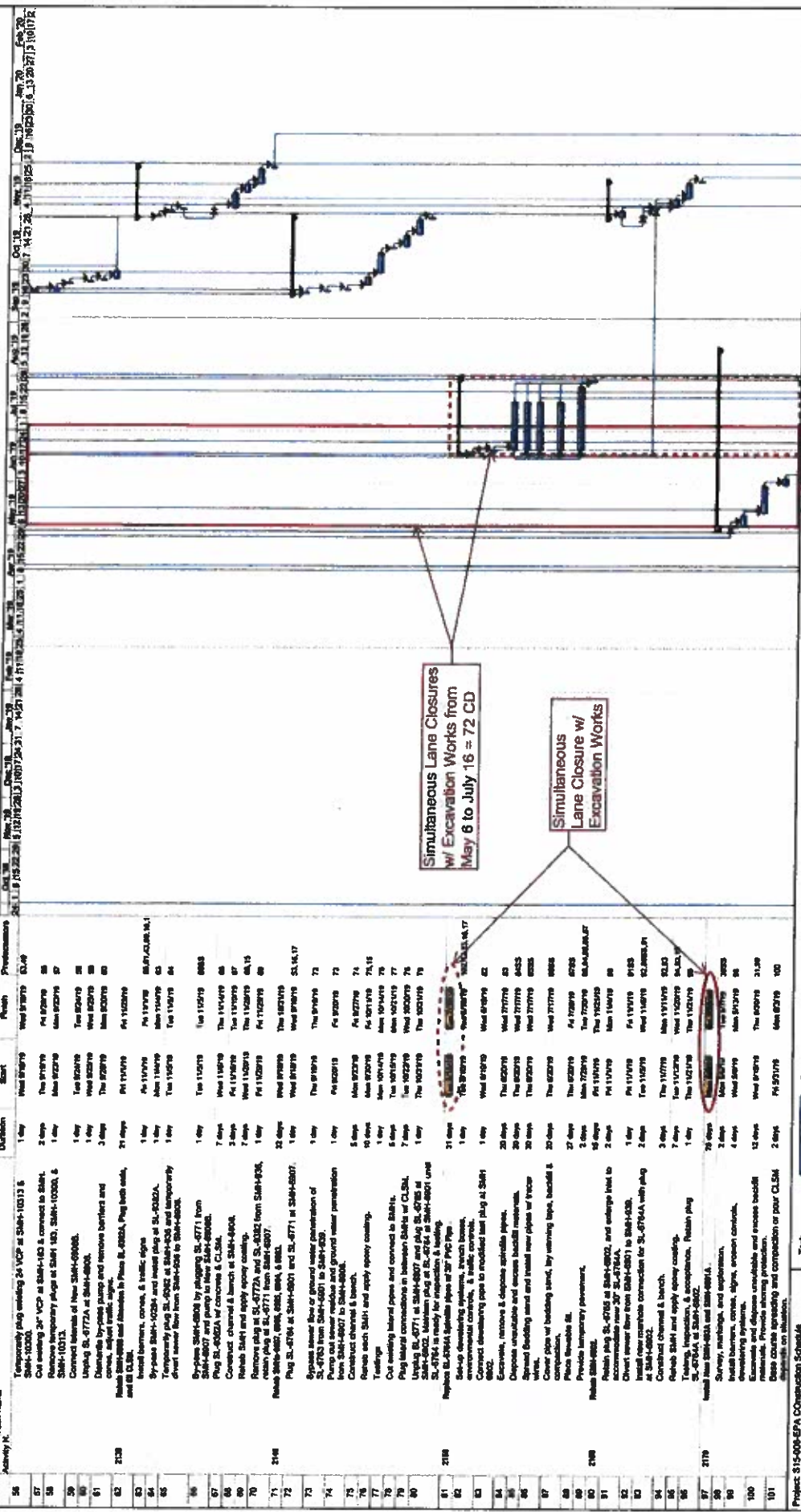
SUMMARY BREAKDOWN:					
I.	TIME LOST				
	A.	Permitting Application:			
		1.	Supporting Documents		9 CD
		2.	New Requirements		14 CD
		3.	GEPA Processing	127-27	100 CD
		4.	DPW Processing	120-13	107 CD
	B.	Permit Conditions:			
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69 CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72 CD
	C.	Total :			371 CD
II.	TIME REQUESTED:				
	A.	Permit Process:			
		1.	Anticipated Bldg. Permit released on approved Const. Schedule to actual released: From March 15, 2019 to June 27, 2019		104 CD
	B.	Permit Conditions:			
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69 CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72 CD
	C.	Total number of days requested:			245 CD
III.	Negotiated by EMPSCO (to be only by end of June 2020).				193 CD

PA 10

S115-005-EPA GWA Route 4 Roller Sewerline Rehabilitation and Replacement CONSTRUCTION PROGRESS SCHEDULE



**S15-005-EPA
GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRESS SCHEDULE**



Activity N.	Task Name	Duration	Start	Finish	Predecessors
56	Temporarily plug existing 24" VCP at S264-10013 & S264-10020.	1 day	Wed 8/27/18	Wed 8/27/18	0,49
57	Cut existing 24" VCP at S264-10013 connect to S264-10020.	2 days	Thu 8/28/18	Fri 8/29/18	56
58	Remove temporary plugs at S264-10013, S264-10020, & S264-10013.	1 day	Mon 8/27/18	Mon 8/27/18	56
59	Install 24" VCP at S264-10013.	1 day	Tue 8/28/18	Tue 8/28/18	57
60	Install 24" VCP at S264-10020.	1 day	Wed 8/29/18	Wed 8/29/18	57
61	Install 24" VCP at S264-10013 and S264-10020.	2 days	Thu 8/30/18	Fri 8/31/18	59,60
62	Rehab S264-0202 and S264-0203 in Phase B, 4000A, Plug both ends, and 4000B.	21 days	Mon 9/10/18	Mon 10/1/18	61
63	Install barriers, cones, & traffic signs	1 day	Mon 9/10/18	Mon 9/10/18	62
64	By-pass S264-0204 and install plug at S1-4002A.	1 day	Mon 9/10/18	Mon 9/10/18	62
65	Temporarily plug S1-4002 at S264-0204 and temporarily divert sewer flow from S264-0204 to S264-0203.	1 day	Tue 9/11/18	Tue 9/11/18	64
66	By-pass S264-0203 by plugging S1-4771 from S264-0207 and pump to line S264-0208.	1 day	Tue 9/11/18	Tue 9/11/18	65
67	Plug S1-4002A at concrete & CLSM.	7 days	Wed 9/12/18	Mon 9/17/18	66
68	Construct channel & bench at S264-0400.	7 days	Fri 9/14/18	Thu 9/20/18	67
69	Rehab S264 and apply epoxy coating.	7 days	Mon 9/17/18	Mon 9/24/18	68,69
70	Remove plug at S1-4772A and S1-4002 from S264-0204, and install plug at S1-4007.	1 day	Fri 9/21/18	Fri 9/21/18	69
71	Rehab S264-0202, 0203, 0204, 0205, 0206, 0207, and 4000B.	22 days	Mon 9/24/18	Mon 10/15/18	70
72	Plug S1-4772A at S264-0201 and S1-4771 at S264-0207.	1 day	Wed 9/26/18	Wed 9/26/18	71
73	Specify sewer flow or ground water penetration of S1-4763 from S264-0201 to S264-0205.	1 day	Thu 9/27/18	Thu 9/27/18	72
74	Specify sewer flow or ground water penetration from S264-0207 to S264-0205.	1 day	Fri 9/28/18	Fri 9/28/18	73
75	Construct channel & bench.	5 days	Mon 9/24/18	Mon 9/29/18	74
76	Rehab each S264 and apply epoxy coating.	1 day	Tue 9/25/18	Tue 9/25/18	75
77	Testings	1 day	Wed 9/26/18	Wed 9/26/18	76
78	Out existing lateral pipes and connect to S264.	5 days	Thu 9/27/18	Mon 10/1/18	77
79	Plug lateral connections in between S264 & CLSM.	1 day	Tue 9/25/18	Tue 9/25/18	78
80	Unplug S1-4771 at S264-0207 and plug S1-4763 at S264-0202. Maximum plug at S1-4764 at S264-0201 and S1-4765 is ready for inspection & testing.	7 days	Wed 9/26/18	Mon 10/1/18	79
81	Rehab S1-4764 at S264-0201 and S1-4765 at S264-0202.	1 day	Thu 9/27/18	Thu 9/27/18	80
82	Rehab S264-0202, 0203, 0204, 0205, 0206, 0207, and 4000B.	31 days	Mon 9/24/18	Mon 10/22/18	81
83	Rehab S264-0202, 0203, 0204, 0205, 0206, 0207, and 4000B.	1 day	Wed 9/26/18	Wed 9/26/18	82
84	Excavate, remove & dispose suitable pipes.	20 days	Thu 9/27/18	Mon 10/22/18	83
85	Deposit unsuitable and excess backfill materials.	20 days	Thu 9/27/18	Mon 10/22/18	83
86	Spread bedding sand and install man pipes w/ traps.	20 days	Thu 9/27/18	Mon 10/22/18	83
87	Check pipe w/ bedding sand, by setting traps, backfill & compaction.	20 days	Thu 9/27/18	Mon 10/22/18	83
88	Place flexible SI.	22 days	Thu 9/27/18	Mon 10/22/18	83
89	Provide temporary pavement.	2 days	Mon 9/24/18	Mon 9/24/18	83
90	Rehab plug S1-4762 at S264-0202, and exchange hole to accommodate new 30" S1-4764A.	2 days	Mon 9/24/18	Mon 9/24/18	83
91	Direct sewer flow from S264-0201 to S264-0203.	2 days	Mon 9/24/18	Mon 9/24/18	83
92	Construct channel & bench.	2 days	Mon 9/24/18	Mon 9/24/18	83
93	Rehab S264 and apply epoxy coating.	7 days	Mon 9/24/18	Mon 10/1/18	83
94	Testing, inspection, & acceptance. Rehab plug S1-4764A at S264-0202.	1 day	Tue 9/25/18	Tue 9/25/18	92
95	Install new S264-0204 and S264-0201A.	25 days	Mon 9/24/18	Mon 10/22/18	94
96	Survey, markings, and explanation.	4 days	Mon 9/24/18	Mon 9/24/18	95
97	Install barriers, cones, signs, orange cones, and flashing lights.	4 days	Mon 9/24/18	Mon 9/24/18	95
98	Establish 10' offset.	4 days	Mon 9/24/18	Mon 9/24/18	95
99	Establish 10' offset.	4 days	Mon 9/24/18	Mon 9/24/18	95
100	Establish 10' offset.	4 days	Mon 9/24/18	Mon 9/24/18	95
101	Establish 10' offset.	4 days	Mon 9/24/18	Mon 9/24/18	95

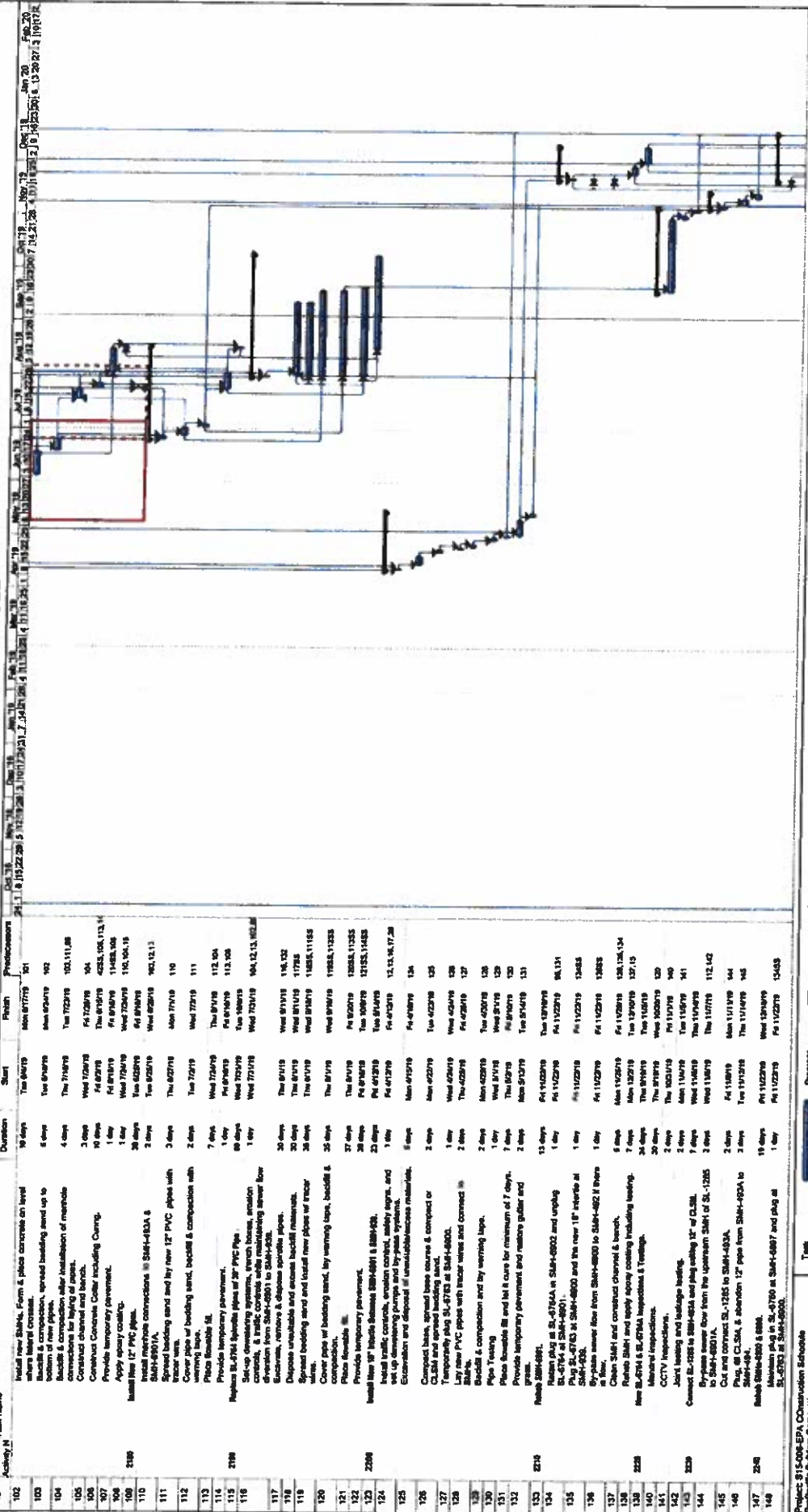
Simultaneous Lane Closures w/ Excavation Works from May 6 to July 16 = 72 CD

Simultaneous Lane Closure w/ Excavation Works

Task: Milestone: Summary: External Tasks: External Milestone: Duration:

Project S15-005-EPA Construction Schedule
Date: Tue 2/20/19
pcc@jha.gov

**S15-005-EPA
GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRESS SCHEDULE**



ID	Activity Name	Task Name	Start	Finish	Predecessors
102	Install new shafts, form & place concrete on level where lateral crosses.	102	Tue 8/19/19	Mon 8/27/19	
103	Backfill & compact, spread bedding sand up to BODS & connections after installation of manhole connections for laying of pipe.	103	Tue 8/19/19	Mon 8/27/19	102
104	Construct channel and bench.	104	Wed 7/29/19	Fri 7/29/19	103
105	Construct Concrete Center including Curing.	105	Fri 8/2/19	Mon 8/19/19	104
106	Provide temporary pavement.	106	Fri 8/2/19	Mon 8/19/19	104
107	Apply epoxy coating.	107	Wed 7/24/19	Wed 7/24/19	105, 106
108	Install new 12" PVC pipe.	108	Wed 8/22/19	Wed 8/22/19	107
109	Install manhole connections @ S4H-433A & S4H-4301A.	109	Mon 8/27/19	Mon 8/27/19	108
110	Cover pipe w/ bedding sand and by new 12" PVC pipe with leveling legs.	110	Mon 8/27/19	Mon 8/27/19	109
111	Place flexible fill.	111	Mon 8/27/19	Mon 8/27/19	110
112	Provide temporary pavement.	112	Wed 7/29/19	Wed 7/29/19	111
113	Strip existing systems, remove boxes, install BODS & connections after installation of manhole connections for laying of pipe.	113	Fri 8/2/19	Fri 8/2/19	112
114	Construct channel and bench.	114	Fri 8/2/19	Fri 8/2/19	113
115	Provide temporary pavement.	115	Fri 8/2/19	Fri 8/2/19	114
116	Apply epoxy coating.	116	Wed 7/24/19	Wed 7/24/19	115
117	Install new 12" PVC pipe.	117	Wed 8/22/19	Wed 8/22/19	116
118	Install manhole connections @ S4H-433A & S4H-4301A.	118	Mon 8/27/19	Mon 8/27/19	117
119	Cover pipe w/ bedding sand, backfill & compact with leveling legs.	119	Mon 8/27/19	Mon 8/27/19	118
120	Place flexible fill.	120	Mon 8/27/19	Mon 8/27/19	119
121	Provide temporary pavement.	121	Wed 7/29/19	Wed 7/29/19	120
122	Strip existing systems, remove boxes, install BODS & connections after installation of manhole connections for laying of pipe.	122	Fri 8/2/19	Fri 8/2/19	121
123	Construct channel and bench.	123	Fri 8/2/19	Fri 8/2/19	122
124	Provide temporary pavement.	124	Fri 8/2/19	Fri 8/2/19	123
125	Apply epoxy coating.	125	Wed 7/24/19	Wed 7/24/19	124
126	Install new 12" PVC pipe.	126	Wed 8/22/19	Wed 8/22/19	125
127	Install manhole connections @ S4H-433A & S4H-4301A.	127	Mon 8/27/19	Mon 8/27/19	126
128	Cover pipe w/ bedding sand, backfill & compact with leveling legs.	128	Mon 8/27/19	Mon 8/27/19	127
129	Place flexible fill.	129	Mon 8/27/19	Mon 8/27/19	128
130	Provide temporary pavement.	130	Wed 7/29/19	Wed 7/29/19	129
131	Strip existing systems, remove boxes, install BODS & connections after installation of manhole connections for laying of pipe.	131	Fri 8/2/19	Fri 8/2/19	130
132	Construct channel and bench.	132	Fri 8/2/19	Fri 8/2/19	131
133	Provide temporary pavement.	133	Fri 8/2/19	Fri 8/2/19	132
134	Apply epoxy coating.	134	Wed 7/24/19	Wed 7/24/19	133
135	Install new 12" PVC pipe.	135	Wed 8/22/19	Wed 8/22/19	134
136	Install manhole connections @ S4H-433A & S4H-4301A.	136	Mon 8/27/19	Mon 8/27/19	135
137	Cover pipe w/ bedding sand, backfill & compact with leveling legs.	137	Mon 8/27/19	Mon 8/27/19	136
138	Place flexible fill.	138	Mon 8/27/19	Mon 8/27/19	137
139	Provide temporary pavement.	139	Wed 7/29/19	Wed 7/29/19	138
140	Strip existing systems, remove boxes, install BODS & connections after installation of manhole connections for laying of pipe.	140	Fri 8/2/19	Fri 8/2/19	139
141	Construct channel and bench.	141	Fri 8/2/19	Fri 8/2/19	140
142	Provide temporary pavement.	142	Fri 8/2/19	Fri 8/2/19	141
143	Apply epoxy coating.	143	Wed 7/24/19	Wed 7/24/19	142
144	Install new 12" PVC pipe.	144	Wed 8/22/19	Wed 8/22/19	143
145	Install manhole connections @ S4H-433A & S4H-4301A.	145	Mon 8/27/19	Mon 8/27/19	144
146	Cover pipe w/ bedding sand, backfill & compact with leveling legs.	146	Mon 8/27/19	Mon 8/27/19	145
147	Place flexible fill.	147	Mon 8/27/19	Mon 8/27/19	146
148	Provide temporary pavement.	148	Wed 7/29/19	Wed 7/29/19	147

Project: S15-005-EPA Construction Schedule
 Date: Tue 7/23/19
 GWA Route 4 Relief Sewerline Rehabilitation and Replacement

Task Split

Progress Milestones

Summary Project Summary

Essential Tasks

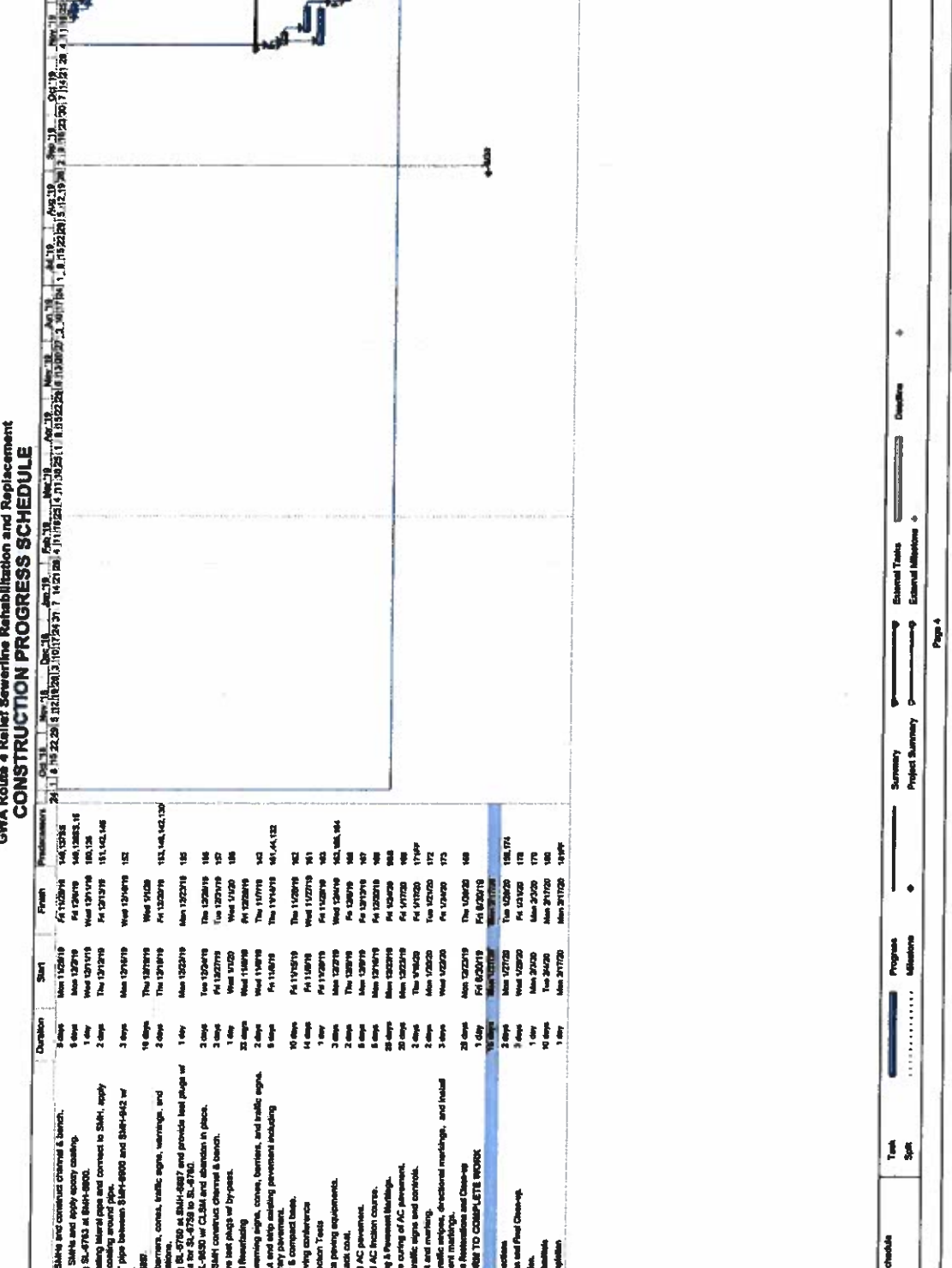
External Milestones

Deadlines

Page 3

**GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRAM SCHEDULE**

\$15-005-EPA



ID	Activity / Task Name	Duration	Start	Finish	Predecessors
149	Clear shafts and construct channel & bench.	8 days	Mon 1/25/19	Fri 1/25/19	146, 157, 158
150	Rebar shafts & epoxy safety coating.	6 days	Mon 1/29/19	Mon 1/29/19	149
151	Install SL 4750 at S4H-8000.	1 day	Wed 1/31/19	Wed 1/31/19	150
152	Cast epoxy beam around shaft.	2 days	Thu 1/31/19	Fri 1/31/19	151
153	Plug F pipe between S4H-8000 and S4H-9432 w/ CLSM.	3 days	Mon 2/4/19	Wed 2/4/19	152
154	Rebar S4H-9007	18 days	Thu 2/7/19	Wed 2/20/19	153, 146, 147, 150
155	Install barriers, cones, traffic signs, warnings, and safety lighting.	2 days	Thu 2/7/19	Fri 2/8/19	154
156	Unplug SL 4750 at S4H-8007 and provide test plugs w/ Plug SL 4930 w/ CLSM and abandon in place.	1 day	Mon 2/25/19	Mon 2/25/19	155
157	Plug SL 4930 w/ CLSM and abandon in place.	3 days	Tue 2/26/19	Thu 2/28/19	156
158	Clear S4H construct channel & bench.	3 days	Fri 2/29/19	Mon 3/1/19	157
159	Remove test plugs w/ by-pass.	1 day	Wed 3/6/19	Wed 3/6/19	158
160	AC Placement (Rebaring)	22 days	Wed 3/6/19	Fri 3/29/19	159
161	Install warning signs, cones, barriers, and traffic signs.	2 days	Wed 3/6/19	Thu 3/7/19	160
162	Saw-cut and strip existing pavement including temporary placement.	5 days	Fri 3/8/19	Mon 3/11/19	161, 144, 122
163	Prepare & compact base.	10 days	Fri 3/8/19	Thu 3/28/19	162
164	Prep concrete forms.	14 days	Fri 3/8/19	Wed 3/28/19	163
165	Assemble paving equipment.	1 day	Fri 3/8/19	Fri 3/8/19	164
166	Apply base coat.	2 days	Mon 3/25/19	Wed 3/27/19	165
167	Spread AC pavement.	8 days	Thu 3/28/19	Fri 4/5/19	166
168	Strip AC pavement.	8 days	Mon 3/25/19	Fri 4/5/19	167
169	Traffic striping & finish curbs.	28 days	Mon 3/25/19	Thu 4/25/19	168
170	30 days curing of AC pavement.	28 days	Mon 3/25/19	Thu 4/25/19	169
171	Install traffic signs and control.	2 days	Thu 4/25/19	Fri 4/26/19	170
172	Lay-out and sign existing pavement including permanent markings.	2 days	Mon 4/29/19	Tue 5/6/19	171
173	Apply traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	172
174	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	173
175	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	174
176	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	175
177	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	176
178	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	177
179	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	178
180	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	179
181	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	180
182	Install traffic signs, functional markings, and final pavement markings.	3 days	Wed 5/8/19	Fri 5/10/19	181



PROPACIFIC BUILDER CORPORATION

(formerly Guam Yoashin Corporation)

750 Route 8 Suite 202 Hanam Plaza,

Barrigada, Guam 96913

T. 671.477.3109 | F. 671.477.7424 | lgyc@guam.net

Date; November 29, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR COST ADJUSTMENT DUE TO DPW PERMIT CONDITIONS**

Dear Mr. Watson,

Due to the conditions set by DPW on our Building Permit and Highway Encroachment Permit which limit the working time during normal work days to just six (6) hours per day instead of 8 hours, a time adjustment is necessary and this will likewise impact the cost to successfully complete the project. Attached is the detailed calculations and references for our request of cost adjustment associated with the impact of DPW Permit Conditions for the said project. Below are the explanations for the calculations:

1. **Permits & Clearances:** All utility clearances are required to be renewed to cover the duration of the construction phase. DPW-HEP and DZSP charge fee for these (please see attached copies of the receipts). We did not put our marked up on these as well as labor cost for processing.
2. **Direct Costs** : Please see breakdown on the calculation.
3. **Additional Traffic Control Devices and Set-ups:** Please see the attached spreadsheet comparing the quantities of temporary traffic signs from Bid Drawings versus the Final Permit Drawings approved by DPW. We minimized the order quantities as much as possible.
4. **Workers 1-hr Idle Time Adjustment:** DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays". This reduced our production time of 2 hours daily although we need to pay our workers the complete 8 hours daily otherwise we are going to lose them. Only 1-hr idle time was charged based on our 2nd negotiation with EMPSCO and the other 1-hr will be shouldered by PPBC.
5. **Bond & Insurance:** Insurance companies insured the projects by month. We divided our contract cost item by month to the original duration of the project in getting the unit cost as a basis.

To have our share of the burden with the government, although the following are direct cost on our part we did not charge these:

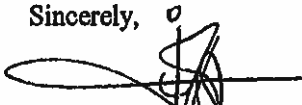
1. We did not put labor cost for the processing of Permits and Clearances renewals.
2. Additional dewatering costs brought about by this limitation in time such as manpower, pumps & hoses, and gasoline consumptions. Since number of days for excavation activity became greater than an 8-hour working days, so as the number of times we have to dewater the trenches. Dewatering the trenches each day before we can start digging usually takes 2-3 hours or more.
3. Heavy equipments idle time and extended rental cost.
4. Concrete barriers and the additional traffic drums required by DPW and other high visibility warning devices.
5. The first set of re-routing advisory boards (3 each) including installation cost. These were replaced with new ones.
6. Additional temporary traffic signs with stands requested by Sinajana Mayor.
7. Although we already have a big excavator on site intended for trenching works, we were forced to rent a smaller excavator to fit in our activity area just to comply with the "2-lane open at all times" condition of the permit.
8. Overtime payment for Outside Normal Work Hours of the RPR and archeological monitor due to necessity of working during the weekends to be able to close one more lane of the road.

With these circumstances that are beyond our control, which have made a great impact on our construction cost, we are requesting for an **additional of \$ 276,760.19** in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

Thank you very much.

Sincerely,



Jerlie M. Gutierrez
Project Manager
ProPacific Builder Corp.

Noted:



Jean Yeon Yu
President
ProPacific Builder Corp.

S15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

Cost Adjustment Due to DPW Permit Conditions

Description	Cost on Existing Contract						Change Order Cost		
	Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment	
1 Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"				
Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00	
DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00	
2 Direct Costs	340,784.80	15	Mo	22,718.99		6.5	Mo		
Operations Manager				4,000.00		3	Mo	12,000.00	
Project Manager				6,000.00		6.5	Mo	39,000.00	
Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00	
Site Superintendent				4,000.00		2	Mo	8,000.00	
Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44	
3 Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":				
Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20	
Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00	
Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45	
Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00	
4 Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00	
					SUB-TOTAL			177,749.09	
					Overhead & Profit (15%)			26,662.36	
					SUB-TOTAL			204,411.45	
					GRT (5.21%)			10,654.95	
5 Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80	
					TOTAL COST			276,760.19	



COST REFERENCE "A"

Government of Guam
Intra-Office Memorandum

RECEIVED
JUN 21 2019
TREASURER OF GUAM
ONE STOP OFFICE
INITIALS

HEP-19-007

Date:

TO: Treasurer of Guam

PAYOR: PROPACIFIC BUILDER CORPORATION

Description	Account Name	Account No.	Amount
Highway Encroachment Permit Fee	Application Fee (Non-refundable)	310056204	7 X \$25.00 (7 MONTHS)
Cash Deposit Fee for Excavation in the Roadway (Public Law 31-83)	Cash Deposit Fees (Refundable)	120823110	
Contractor Cash Deposit Fees prior to Public Law 31-83 (Oct.31, 2011)	Cash Deposit Fee (Refundable)	110023110	
Performance Bond (Company Insurance)	Company Insurance Bond Number #.	Bond Number:	515-006-EPA
TOTAL:			\$175.00

PURPOSE: SEWER LINE REHABILITATION & REPLACEMENT

TREASURER OF GUAM
 (671)475-1122/(671)475-1105
 RECEIPT NO 2219093888
 DATE 06/21/2019 14:36
 LOC/STATION 04/0000000001
 CASHIER TOGQUICV
 PAY METHOD CHECK
 AMOUNT \$175.00

Signature of Authorizing Agent/ Issuing Office

col

REFERENCE #####-007
 NO
 DOCUMENT PROPACIFIC
 NO BLDR
 TAX TYPE 310056204
 AMOUNT \$175.00

TOP COPY-MERCHANT BOT
COPY-CUSTOMER

1



DZSPMT
RTE 4



Customer Payment Information Sheet

Company/ or Command ProPacific Builders Corp	Date October 17, 2018
Point of Contact Jerlie M. Gutierrez	Telephone & Fax No. 888-5602 / 477-3109
Address 750 Rta 8 Ste 202 Barrigada GU	E-mail Address rgyc@guam.net

DZSP 21 LLC
BLDG 100 NBG COMPLEX
SANTA RITA, GU 96915
10/19/2018 09:47:22

k:
ine along Rte 4 in the intersection of O'Brian drive and install
les along Rte 4 in Hagatna in the intersection of O'Brian Drive
n of Marine Drive.

CREDIT CARD
MC SALE

Payment Information

\$1,650.00

CARD # XXXXXXXXXXXXXXX6598
INVOICE 0001
SEQ #: 0001
Batch #: 001519
Approval Code: 016743
Entry Method: Manual
Mode: Online
Tax Amount: \$0.00

Method of payment:

<input type="checkbox"/> Cash	<input type="checkbox"/> Check
-------------------------------	--------------------------------

x 2

If a credit card, please fill in the following information:

\$ 3,300

Name: **KEVIN Y K YU**
Expiration Date: [Redacted]

SALE AMOUNT

\$1650.00

CUSTOMER COPY

ZSP does NOT accept AMERICAN EXPRESS)

VISA or MASTERCARD

Kevin Yu

(NOTE: Failure to provide this information will cause delay in processing payment). Please e-mail the completed form to: DZSP21CommercialProject@dzsp21.com or fax it to 671-339-3987.

TO BE COMPLETED BY DZSP 21

UOR No./ Cost Estimate No.	Project Abbreviation
----------------------------	----------------------

KL10 FOR 3 MONTHS ADV



B5 145-2019
 WO# 691604
 Abbrev: VFMDIG

ANNEX 1501 FACILITIES MANAGEMENT AND ENGINEERING SERVICES

SECTION D – CLEARANCE APPROVAL (To be completed by DZSP 21)		
CLEARING ELEMENTS	REMARKS	SIGNATURE
1. NAVY ELECTRICAL DISTRIBUTION	See attached clearance.	SABER.MILDRED R.1267342004 <small>Digitally signed by SABER.MILDRED.R.1267342004 Date: 2019.08.06 17:04:23 +1000</small>
2. NAVY POTABLE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED R.1267342004 <small>Digitally signed by SABER.MILDRED.R.1267342004 Date: 2019.08.06 17:04:23 +1000</small>
3. NAVY STEAM DISTRIBUTION	N/A	
4. NAVY WASTE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED R.1267342004 <small>Digitally signed by SABER.MILDRED.R.1267342004 Date: 2019.08.06 17:04:23 +1000</small>
5. ENVIRONMENTAL	(See attached Clearance, reference Form. no. ENV-F-0120/Annex 1800 document)	
SECTION E – CLEARANCE REVIEW/APPROVAL (To be completed by NAVFAC MARIANAS, coordinated by DZSP21)		
1. NAVY COMMUNICATION LINE (by BaseComm)	See attached clearance.	SABER.MILDRED R.1267342004 <small>Digitally signed by SABER.MILDRED.R.1267342004 Date: 2019.08.06 17:04:23 +1000</small>
2. NAVY POL (by Fuel Division)	N/A	
SECTION F – CLEARANCE REVIEW/APPROVAL (To be provided by Requester)		
1. OTHERS (Non NAVY UTILITIES) (by respective owner) <input checked="" type="checkbox"/> DOCOMO PACIFIC <input type="checkbox"/> GPA <input checked="" type="checkbox"/> GTA TELEGUAM <input type="checkbox"/> GWA <input type="checkbox"/> Others (Specify) _____		(See attached Clearance documents submitted by CME/Requester)
SECTION G – ESS/UNEXPLODED ORDNANCE (MEC/MPPEH) (To be Identified by DZSP 21)		
Per Explosives Safety Submission Munitions Response Sites GUAM CONSTRUCTION SUPPORT, Amendment series. NOTE: For DZSP21 Internal requests and DZSP21 contracted work, Excavation Permit will not be approved without ESS Compliance. For all others, ESS Compliance is the responsibility of the requesting Department/Activity (See section 81). Contact NRG PWD 333-1326 for compliance requirements.		
UNDEVELOPED AREA (See JRM ESS Figures 2-2 Series)	COMPLIANCE	
<input checked="" type="checkbox"/> Not Applicable (Non DoD Project) <input type="checkbox"/> Low (Green)	No action required ahead of construction. Construction site shall be managed as a low likelihood.	
<input type="checkbox"/> Moderate (Yellow) or High (Red). Site requires compliance for the construction footprint to applicable depths	NOT cleared. Actions required ahead of construction. Area is a safety hazard and may constitute an imminent and substantial endangerment to personnel and the local population. For all areas, emergency excavation on existing utility trench footprint is designated as occurring in a low likelihood. <input type="checkbox"/> Proceed with Excavation per Anomaly Avoidance technique as per JRM ESS Sec 6.1.5	
SECTION H – REMARKS/CAVEATS/VALIDITY/APPROVAL (To be completed by DZSP 21)		
If unexploded ordnance is uncovered, STOP EXCAVATION, and call the following: - 911 - JRM Region Operation Center (ROC) at 349-4004 - NBO Emergency Operation Center (EOC) at 339-7760/7338 If any utility damages occur, contact DZSP 21 Service Support Center (SSC) at 339-4400. If any inadvertent archeological discovery, STOP WORK, and contact NAVFAC Environmental at 339-2083. Upon project completion, discard utility marking flags, if any.		
1. CLEARANCE VALID UNTIL (MM/DD/YYYY) 11/06/2019	2. SIGNATURE Agustin M. Sapalo, P.E.	3. DATE (MM/DD/YYYY) 08/06/2019

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COST REFERENCE

TRAFFIC SIGNS	BID DRAWINGS															PER DPW PERMIT REQUIREMENTS																			
	ACTIVITIES															PHASES OF WORKS																			
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17	Phase 18	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17
END ROAD WORK	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	16	2	2	3	3	2	2	3	4	4	5	5	4	3	2	3	3
RIGHT LANE MUST TURN RIGHT	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	6	2	1	1	2	2	2	2	2	2	1	1	1	1	1	1	1
RIGHT LANE CLOSE AHEAD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
LEFT LANE MUST TURN LEFT	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
LEFT LANE CLOSE AHEAD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MEDIAN LANE CLOSED AHEAD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ROAD WORK AHEAD	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	20	2	2	3	4	4	5	5	5	5	3	3	3	3	3	3	3
CENTER LANE CLOSED AHEAD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
CENTER TURNING LANE CLOSED AHEAD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
LANE CLOSED AHEAD & MERGE LEFT	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

17

Pacific Signshop

Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Invoice

Physical Address: 1270 N. Marine
Corps Drive
Ste 105 Upper Tumon, Guam 96913

Date	Invoice #
8/19/2019	19-08-0079

Bill To	
PROPACIFIC BUILDERS Attn: BRO. JERLIE Ce: 888-5602 Tel: 477-3109 Fax: 477-7424	S) 5-006-EPA PTE 4 SIGNA

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
2	ca. 36" x 36" Reflective vinyl print mounted on galvanize MERGE LINE [symbol]	75.00	150.00
	TRAFFIC SIGNS	25.00	
	WOOD STAND (PAINT NOT INCL)	15.00	
	LABOR FOR WOOD STAND	30.00	
	OH/PWFTT/STG SUPV. (21%)	120.00	
		25.20	
		\$ 145.20 EACH	

PACIFIC SIGN SHOP
1270 NORTH CORP DR
STE 105
TUMON, GU 96913
(671) 649 3581

Bank ID: 1394
Merchant ID: 9487
Term ID: 001

Sale

XXXXXXXXXXXX6598
MASTERCARD

Entry Method: Chip

Amount: \$ 150.00
Tax: \$ 0.00
Total: \$ 150.00

08/19/19 10:39:52
Inv #: 000004 Appr Code: 064290
Approved: Online Batch#: 230001
Net Level Ref. #: 34219277

Master Card
AIO: 0000000000000000
TSI: E800
FVR: 0000000000

Customer Copy

Term net 30, this invoice is payable within 30 days.
A late payment charge of 10% per month will be added to any invoice not paid w/in 30 days of invoices
date. In case of default, addressee is responsible for collection cost of up to 33-13% in referred to
collection agency, and for attorneys & court filing fees if referred for legal action.

Total \$150.00

Print & Signature	Date
-------------------	------

(3)

Pacific Signshop

Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Invoice

Physical Address: 1270 N. Marine
Corps Drive
Ste 105 Upper Tumon, Guam 96913

Date	Invoice #
7/3/2019	19-07-0016

SIS-006-EPH
RTE 4, GWA

Bill To
PROPACIFIC BUILDERS Attn: Bro. JERLIE Ce: 888-5602 Tel: 477-3109 Fax: 477-7424

ADVISORY BOARDS

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
3	Project: GWA Route 4 Sign ea. 4' x 8' Banner print Discount	160.00 -30.00	480.00 -30.00
	BANNERS		450.00
	FRAME - 3 PCS PLYWOOD @ 28.55 = 85.55		85.55
	18 PCS 2x4x10 @ 3.50 = 63.00		63.00
	MISC. MAT'LS	20.00	168.55
	LABOR COST		600.00
	SUB TOTAL		1,218.55
	OH/PROFIT/STP. (21%)		255.90
			1,474.45
			paid 07/05/19 - MC -

PACIFIC SIGN SHOP
1270 NORTH CORP DR
STE 105
TUMON, GU 96913
(671) 649 3581

Bank ID: 1394
Merchant ID: 9401
Term ID: 001

Sale

XXXXXXXXXXXX16598
MASTERCARD Entry Method: Chip
Amount: \$ 450.00
Tax: \$ 0.00
Total: \$ 450.00

07/05/19 09:07:16
Inv #: 000001 Appr Code: 01992J
Approved: Online Batch#: 185001
Retrieval Ref. #: 3166434

Master Card
CID: A000000041010
PST: E800
CVR: 0000000000

Customer Copy

le within 30 days.
month will be added to any invoice not paid w/in 30 days of invoices
; responsible for collection cost of up to 33-13% in referred to
; & court filing fees if referred for legal action.

Total 450.00

Print & Signature

Date

7/5/2019

4

NICO ELECTRONICS

INVOICE

Mailing Address: P.O.Box 9984

Business Address: 252-1 Mabini Street

City, State, ZIP: Tamuning, GUAM 96931 (671) 864-9963

Dededo, Guam 96912

Business License no. 201200054 / D.U.N.S # 855021733

Customer:

PROPACIFIC BUILDERS
JERLIE GUTIERREZ
6718885602

QUOTATION NUMBER NEI052320191
QUOTATION DATE May 23, 2019
ACCOUNT NO.

TERMS
SALES REP GERALD
SHIPPED VIA OCEAN FREIGHT
F.O.B. CALIFORNIA
PREPAID or COLLECT PREPAID

ARROW PANELS

Sales Tax Rate:

0.00%

QUANTITY		EACH	AMOUNT
3	Arrow Board Solar assisted 15 LED light with batteries mounted on trailer. Dimesions: 100"x96"x92" Weight (approx.): 420 kg (920 lb.) ea	\$10,999.00	\$32,997.00
3	Replacement Taillights for arrow Board	Free of Charge	
8	Tire ring replacement for Drums	Free of Charge	
**** Product lead time is 2 Weeks ARO			
		SUBTOTAL	\$32,997.00
		INLAND FREIGHT	INCLUDED
		OCEAN FREIGHT / DELIVERY	
		INSURANCE	\$0.00
		TAX	INCLUDED
		TOTAL	\$32,997.00
			\$32,997.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Name: Gerald Driza
(671) 864-9963
nicoelectronics@guam.net
nicoelectronics10@gmail.com

MAKE ALL CHECKS PAYABLE TO:
Nico Electronics
Gerald V. Driza
Address: P.O.Box 9984
City, State, ZIP: Tamuning, Guam 96931

THANK YOU FOR YOUR BUSINESS!

ARROW PANELS — 10,999.00
SHIPPING COST — 3,140.00

14,139.00 EACH

(5)



P.O. Box 6067 • Tamuning, Guam 96931
 Tel: (671) 646-2853/54 • Fax: (671) 646-2855
 Invoice No: SI1907172
 Invoice Date: 09/11/2019

INVOICE

Bill To :
 NICO ELECTRONICS (NICOE1501)

SIS 005-EP2
 RTE 4 GWA

Job Type/Job No : SI / SI1902336GUM
 Flight/Vessel No : RJ PFEIFFER 445"
 MAWB/MBL No. : 7012808
 HAWB/HBL No. : CTIBGUM194482LAX
 Credit Terms : Pay Immediately
 Due Date : 09/14/2019
 Shipper : NICO ELECTRONICS
 Consignee : NICO ELECTRONICS

Description	QTY	Unit Price	Amount
OFC OCEAN FREIGHT CHARGES	1.00	9420.080	9,420.08

Commodity : GENERAL CARGO
 Remarks :
 MATU4612170/45 - 3 UNT
 Bank Details :
 BANK OF GUAM
 P. O. Box BW
 Hagatna Guam 96932
 ACCT. NAME: CTSI LOGISTICS
 ACCT. NO. 0102-071693

3
 3,190.00

Total Amount	9,420.08
--------------	----------

Prepared By: Aisa Pineda
Signature over printed name

* SHIPPING COST OF ANNON BOZAO

Authorized Signature

Please read carefully - additional terms and conditions

- Customer by signing this invoice expressly agrees with all the terms and conditions hereof
- Overdue amounts refer to those accounts not paid within 30 days after each separate transaction. In the event of late payment, CTSI may convert your account to "Cash Basis Only" and late penalty charge of 1.5% per month shall be assessed on over due accounts.
- If your account is referred to an attorney or collection agency for collection, you shall be required to pay collection charges, cost of suit(s), and reasonable attorney's fees.
- If you have any question on the above transaction(s), or any portion of this invoice, you should communicate your questions to CTSI in writing within 10 days from receipt of this invoice.
- You will be required to pay \$25.00 fee for each check returned by the bank.
- For credit card payment, a convenience fee applies

•CUSTOMER'S COPY - WHITE • FINANCE COPY - YELLOW • MASTER COPY - GREEN

Gum-FD-F009
 May 17, 2004
 Issue No. 01



9/13/2019

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COST REFERENCE "D"

Manpower Idle Time Calculation

NORMAL CONSTRUCTION DAYS

Per Revised Construction Schedule: Jul 15, 2019 to - Jun 17, 2020

	Month	Calendar Days	Holidays	Regular Work Days
1	July	16	1	13
2	August	31		22
3	September	18	0	13
4	October	31		23
5	November	30	3	18
6	December	31	2	20
7	January	31	2	21
8	February	28		20
9	March	26	1	18
10	April	31		22
11	May	31	1	20
12	June	17		13
	TOTAL	274	9	188

IDLE TIME COST

1-hour per work day

	CATEGORY	NO.	RATE	FICA	TOTAL RATE/HR	IDLE TIME COST/WD
1	Site Superintendent	1	23	1.7595	24.7595	24.7595
2	Supervisor	1	23	1.7595	24.7595	24.7595
3	Foreman	1	20	1.53	21.53	21.53
4	Mason	1	20	1.53	21.53	21.53
5	Operator	1	18	1.377	19.377	19.377
6	Unskilled Laborer	5	10.35	0.791775	11.141775	55.708875
<i>Note: Health Insurance was not included in this calculation. Workers only, the heavy equipment idle time was not included.</i>					Sub-total	167.66488
					Work days	188
					Manpower Idle Time Cost	31,521.00

SCHEDULE OF VALUES

COST REFERENCE "E"

Owner:	Guam Waterworks Authority	Name & Address of Contractor:
Project Number:	S15-006-EPA	Pro-Pacific Builder Corp.
Project Location:	Route 4 Hagatna, Guam	750 Rte.8 Ste. 202, Hanam Palza, Barrigada, Guam
Construction Manager:	EMPSCO	(671) 477-3109

Contract Description

Route 4 Relief Sewer Line Rehabilitation And Replacement GWA Project No#. S15-006-EPA

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
GENERAL REQUIREMENTS					
2.0	Bond & Insurance	LS	1.00	132,201.00	132,201.00
3.0	Building Permit Fees & Clearances	LS	1.00	44,067.00	44,067.00
CONSTRUCTION					
1.0	Mobilization & Demobilization	LS	1.00	293,780.00	293,780.00
1.1	Mobilization	LS	1.00	205,646.00	205,646.00
1.2	Demobilization	LS	1.00	88,134.00	88,134.00
4.0	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	22.00	1,500.00	33,000.00
4.1	Installation of new 12" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	22.00	1,260.00	27,720.00
4.2	Connection to manholes, adjustment existing channel & bench.	EA	2.00	2,640.00	5,280.00
5.0	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	12.00	1,800.00	21,600.00
5.1	Installation of new 18" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	12.00	1,350.00	16,200.00
5.2	Connection to existing manholes, adjustment existing channel & bench.	EA	2.00	2,700.00	5,400.00
6.0	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	461.00	2,000.00	922,000.00
6.1	Removal of existing Spirolite pipes & fittings including hauling and disposal.	LF	461.00	320.00	147,520.00
6.2	Installation of new 30" PVC Pipe & fittings, including cleaning, testing, warning/identification tape, & CCTV.	LF	461.00	1,650.00	760,650.00
6.3	Installation of manhole connections.	EA	4.00	3,457.50	13,830.00

Exhibit D

Exhibit D

Cost Adjustment for Accelerated Work Along Route 4:	\$90,223.20
Cost to Accelerate Work at SMH-181A:	\$21,658.15
Total Cost:	\$111,881.35
Remaining Contingency Funds:	\$64,024.61
Change Order Amount:	\$47,856.74

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

COST ADJUSTMENT FOR ACCELERATED WORK ALONG ROUTE 4

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
10.0	Grout Injection				
10.1	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	6.00	2,000.00	12,000.00
10.4a	Additional Materials				
	Air freight cost of Grout Injection materials.	LS	2.00	711.60	1,423.20
10.6	Traffic Control, environmental control, and safety devices.	EA	6.00	4,000.00	24,000.00
12.0	Unplug 21" existing pipe at SMH-6897.				
12.3	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	1.00	2,000.00	2,000.00
12.4	Traffic Control, environmental control, and safety devices.	LS	1.00	4,000.00	4,000.00
13.5	Sewer flow control	LS	1.00	7,200.00	7,200.00
	Temp. plug 21" SL after CIPP Installation.				by Instituform.
13.0	By-pass Work for Grout Injection				
13.5	Sewer flow control	EA	6.00	3,600.00	21,600.00
13.7	Monitoring	LS	1.00	6,000.00	6,000.00
	Air compressor, air hose, & accessories @ \$ 800.00				
	Supply/exhaust fans w/ flexible hose @ \$ 500.00				
	Power generator & gasoline @ 800.00				
	Labor - 1 guy @ \$260/day @ 15 days				
13.8	Spill containment/mitigation, temporary erosion control, traffic control measures, & related restoration works.	LS	1.00	12,000.00	12,000.00
	Watertank in trailer @ \$ 3,000.00				
	Standby submersible pumps w/ hose & fittings @ \$ 1,950.00				
	Standby annular plugs, test plugs, & inflatable plugs @ \$ 2,100.00				
	Vacuum for erosion control @ \$ 450.00				
	Labor for removing & disposal of sediments- 2 guys @ \$150/day @ 15 days				
	TOTAL COST				90,223.20

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

CHANGE ORDER TO ACCELERATE WORK AT SMH-181A

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1.0	Grout Injection Works				
	Air freight cost of Grout injection materials.	LS	1.00	500.00	500.00
	High-grade Acetone for cleaning of injection pump after each use.	GAL	8.00	82.00	656.00
	Service vehicles, grout injection pump, & other tools.	LS	1.00	2,400.00	2,400.00
	Labor - 3 guys (w/ 1 Certified Installer & 1 Confined Spaced Competent Person)	LS	1.00	3,600.00	3,600.00
		SUB-TOTAL			7,156.00
		Overhead & Profit (15%)			1,073.40
		SUB-TOTAL			8,229.40
		GRT(5.21%)			428.75
		TOTAL			\$8,658.15
2.0	Cleaning & disinfecting of SMH.	EA	1.00	2,000.00	2,000.00
3.0	Traffic Control	EA	1.00	4,000.00	4,000.00
4.0	By-pass and temporary plugs to isolate 181A.				by Instituform.
5.0	Ground water pumping/dewatering.	EA	1.00	4,500.00	4,500.00
6.0	Safety				
	Confined space equipments, retrieval, & air monitoring equipment.	LS	1.00	1,250.00	1,250.00
	Supply/exhaust fans w/ flexible hose, lightings, and power generator.	LS	1.00	750.00	750.00
	Miscellaneous disposable safety materials				
	Tyvek suits	LS	1.00	60.00	60.00
	Rubber gloves & hand gloves.	LS	1.00	40.00	40.00
	Face-mask with multi-gas cartridge & respirators.	SET	2.00	200.00	400.00
TOTAL COST					\$21,658.15
Allocate at least 5 days Additional Time					

No additional time