



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. 28-FY2020

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES CONTRACT

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

WHEREAS, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to Brown and Caldwell for Project Management /Construction Management services in the initial maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and has issued four (4) Task Orders (TOs) for TO-1 Consulting Engineers Report (CER); TO-2 Rt.4 Relief Sewer project; TO-3 Rt.1 Sewer Rehabilitation project; and TO-4 Southern SSES Sewer Project; and

WHEREAS, GWA’s Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to Brown and Caldwell for Project Management /Construction Management services has been amended per GWA Resolution No. 21-FY2020 in the amount of Five Hundred Forty-Four Thousand Four Hundred Eighty-Five Dollars (\$544,485.00) for additional work for the CER under TO-1 and for a pending TO-5 for the PUC-required Cost of Service / Rate Design Study (COS/RDS), which did not include the approved contingency amount of Forty-Five Thousand Eight Hundred Forty-Two Dollars (\$45,842.00) for the COS/RDS only; and

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1 **WHEREAS**, GWA, is managing several EPA SRF grant funded projects including the
2 Rt.4 Relief Sewer Rehabilitation Project (TO-2), the Rt.1 Sewer Rehabilitation Project (TO-3),
3 and the SSES Phase 2 project (TO-4); and
4

5 **WHEREAS**, due to the delays in construction of each of these projects and the increase
6 in the scope of work for Phase 2 of the Rt.1 Sewer Rehabilitation Project, additional effort is
7 needed for services under three Task Order scopes of work authorized under this IDIQ; and
8

9 **WHEREAS**, management seeks CCU approval to extend Task Orders 2, 3, and 4 issued
10 to Brown and Caldwell under this IDIQ and increase funding accordingly to 1) Complete the Rt.
11 4 Relief Sewer Rehabilitation Project as provided for in the original Task Order 2 and as
12 amended under its Amendment #1; 2) Complete the Rt.1 Sewer Rehabilitation Project as
13 provided for in the original Task Order 3 and as amended under its Amendment #1; 3) Complete
14 the SSES phase 2 Project as provided for in the original Task Order 4 and as amended under its
15 Amendment #1; and
16

17 **WHEREAS**, the total amount of the Task Order 2 Amendment 1 equals Forty-Eight
18 Thousand Nine Hundred Fifty-Nine Dollars (\$48,959.00) (See Exhibit A) and Task Order 3
19 Amendment 1 equals Two Hundred Sixty-Six Thousand Two Hundred Seventy Dollars
20 (\$266,270.00) (See Exhibit B) and Task Order 4 Amendment 1 equals Eighty-Seven Thousand
21 Three Hundred Four Dollars (\$87,304.00) (See Exhibit C) and the previously-approved
22 contingency amount for the anticipated task order to complete the COS/RDS is Forty-Five
23 Thousand Eight Hundred Forty-Two Dollars (\$45,842.00) for a total of Four Hundred Forty-
24 Eight Thousand Three Hundred Seventy-Five Dollars (\$448,375.00); and
25

26 **WHEREAS**, Amendment #2 to the IDIQ is necessary to increase the maximum contract
27 amount to enable execution of the Task Order 2 Amendment 1, Task Order 3 Amendment 1, and
28 Task Order 4 Amendment 1 and the COS/RDS, the total amount of increase being Four Hundred
29 Forty-Eight Thousand Three Hundred Seventy-Five Dollars (\$448,375.00), for a new total
30 contract amount of One Million Seven Hundred Forty-Two Thousand Eight Hundred Sixty
31 Dollars (\$1,742,860.00); and
32

1 **WHEREAS**, funding for the EPA projects will be from EPA SRF grant funds applicable
2 to the project.

3
4 **NOW BE IT THEREFORE RESOLVED**, that the Consolidated Commission on
5 Utilities does hereby approve the following:

- 6 1. The recitals set forth above hereby constitute the findings of the CCU.
- 7 2. The CCU finds that the CER is required as part of GWA's pursuit of Bond
8 measure to fund numerous system water and wastewater system improvements,
9 and COS/RDS is required by the PUC's Docket 19-8 Ordering Provision 7.
- 10 3. The CCU hereby approves the funding increase for additional project and contract
11 support services for the current Rt.4, Rt.1, and SSES phase 2 sewer projects and
12 the COS/RDS contingency in the amount of Four Hundred Forty-Eight Thousand
13 Three Hundred Seventy-Five Dollars (\$448,375.00).
- 14 4. The CCU hereby further approves the total funding authorization for the IDIQ
15 contract with Brown and Caldwell to an amount of One Million Seven Hundred
16 Forty-Two Thousand Eight Hundred Sixty Dollars (\$1,742,860.00).
- 17 5. The CCU hereby further approves management to pursue notification to the PUC
18 for a contract exceeding One Million Dollars (\$1,000,000.00), with the bond-
19 funded portion of the contract totaling less than One Million Dollars
20 (\$1,000,000.00) and the remainder of the contract funded by USEPA grants.

21
22 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
23 of this Resolution.

24 **DULY AND REGULARLY ADOPTED**, this 23rd day of June, 2020.

25
26
27 Certified by:

28 

29 **JOSEPH T. DUENAS**
30 Chairperson

 Attested by:



MICHAEL T. LIMTIACO
 Secretary

31 //

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: 5

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø



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Exhibit A

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment No. 1 To Task Order No. 2

1. Background Data:

- a. Effective Date of Task Order: January 22, 2020
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project: Project/Contract Management for Route 4 Sewer Line Rehabilitation and Replacement (SRF Grant Project)

2. Description of Modifications

a. The original Task Order included Engineering Services to manage the project and its two construction contracts for the on-going Rt.4 Sewer Line rehabilitation and Replacement construction project through close-out. Because construction has advanced slower than expected and because of difficulties encountered during construction that warranted contract performance time extensions for both contracts, an extension to this Task Order to continue project and contract management to complete the two active construction contracts is necessary. This Amendment will extend the Engineering Services to align with the current construction completion schedule. All Tasks described in the original Task Order remain in effect and are extended under this Amendment No.1 to Task Order No.2 through September 30, 2020.

Lump Sum amounts apply through construction completion, as determined by completion of all punch list work under the two contracts being managed through this Task Order. After construction is complete, work will be billed on a Time and Materials basis using the rates provided in the attached fee proposal.

b. The Schedule for Rendering services under this Task Order is modified as follows:

<u>Party</u>	<u>Action</u>	<u>Original Schedule Date</u>	<u>Revised Completion Date</u>
Engineer	Task 1 – Task Management	July 18, 2020	September 30, 2020
Engineer	Task 2 – Project/Contract Management	July 18, 2020	September 30, 2020

c. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation:

Description of Service	Additional	Basis of
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	Amount	Compensation
1. Basic Services during Construction		
a. Task 1 – Task Management	\$3,572	Lump Sum
b. Task 2 – Project Management	\$6,998	Lump Sum
c. Task 2 – Contract Management	\$17,360	Lump Sum
d. Expenses	\$275	Lump Sum
e. GRT	\$1,484	Lump Sum
Lump Sum Total	\$29,689	
2. Basic Services during Close-out		
a. Task 1 – Task Management	\$2,156	T&M
b. Task 2 – Project Management	\$4,630	T&M
c. Task 2 – Contract Management	\$11,520	T&M
d. GRT	\$963	
Time and Materials Total	\$19,269	
TOTAL ADDITIONAL COMPENSATION (lines 1.a-e and 2.a-d)	\$48,959	

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$148,348
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$48,959
d.	Adjusted Task Order amount:	\$197,307

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 7, 2020.

OWNER:

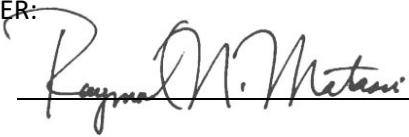
By: _____

Title: _____

Date _____

Signed: _____

ENGINEER:

By:  _____

Title: Senior Vice President _____

Date May 7, 2020 _____

Signed: _____

Exhibit B

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment No. 1 To Task Order No. 3

1. Background Data:

- a. Effective Date of Task Order: January 22, 2020
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project: Project/Contract Management for Asan-Adelup-Hagatna, Route 1 Sewer Line Rehabilitation and Replacement (SRF Grant Project)

2. Description of Modifications

- a. The original Task Order included Engineering Services to progress the Adelup to Hagatna section of sewer rehabilitation (phase 2) through the re-design and bidding stages to award a construction contract. This Amendment will expand and extend the Engineering Services for Adelup to Hagatna - to include Project Management services throughout the construction phase of the Adelup to Hagatna section of sewer rehabilitation under a new Task #4 and include extending services under Task 1 – Task Management. This Task Order also extends the duration of work under Task 2 – Project/Contract Management-Asan to Adelup – to align with the current construction completion schedule.
- b. The Engineer shall perform the following additional services:
 - 1. Extend the Duration of Task 1: Management Services to provide additional time and effort to complete the project. The extended project duration is through December 31, 2021.
 - 2. Extend the duration of Task 2: Project/Contract Management to provide additional time and effort to continue the active construction work on the Asan to Adelup sewer rehabilitation contract through the anticipated construction completion - October 1, 2020.
 - 3. Extend the duration of Task 3: Contracting Assistance to provide additional time to complete the task up to the contract advertisement anticipated to be by December 30, 2020 for the Adelup to Hagatna segment.
 - 4. **Add Task 4** to provide Project/Contract Management Services for the Adelup to Hagatna segment of sewer rehabilitation (phase 2) to be constructed under a new GWA contract. It is anticipated that the duration of Task 4 will continue through December 2021. Task 4 Services will include:
 - A. The Engineer will manage the project and its contracts for the Phase 2 Adelup-Hagatna segment of the Asan-Adelup-Hagatna, Route 1 Sewer Line Rehabilitation and Replacement construction project through closeout. The Engineer will provide project management oversight and technical subject matter expertise for the subject project including GWA's Phase 2 construction management consultant, the construction contractor, and GWA's contract with HDR for engineering support services during construction. The Engineer will

handle consultant and contractor payment requests and substantiate documentation for pay requests. The Engineer will perform contract management, monitor contractor work plans, review cost breakdowns and schedules of values, attend meetings with USEPA, verify as-built drawings are being prepared by others, and submit final copies of work products to GWA and USEPA. The Engineer will perform Change Order management and provide advance notification of change conditions and budget category transfer request to USEPA and seek USEPA approvals. The Engineer will assist GWA in issuing a letter at the close of the project certifying that the project meets or does not meet project performance standards. Corrective action reports and cost estimates for corrective action will be prepared, along with a schedule for corrective action. The Engineer will assist GWA in meeting Federal cost-cutting requirements and conformance compliance with Federal regulations. The Engineer will help GWA obtain correct Davis Bacon prevailing wages determinations and assist in monitoring for Davis Bacon compliance, as requested by GWA.

B. Work to be performed:

- Control cost and manage the construction budget, and the CM budget
- Facilitate project team cooperation and input
- Maintain project files
- Review invoices and recommend payment, verify quantities
- Manage contractor contracts
- Manage construction manager contract
- Monitor Progress schedules
- Perform random periodic site visits on an as-needed basis
- Track RFI's, RFP's, FO's, change orders, shop drawings and other submittals
- Conduct claims analysis and claims resolution
- Determine substantial completion and prepare list of incomplete or unsatisfactory items and a schedule for their completion
- Ensure appropriate level of communication and public outreach
- Deliver all project files to GWA digitally archived and one hard copy of relevant documents
- Deliver as-built record drawings to GWA

c. The Schedule for Rendering services under this Task Order is modified as follows:

<u>Party</u>	<u>Action</u>	<u>Original Schedule Date</u>	<u>Revised Completion Date</u>
Engineer	Task 1 – Task Management	July 18, 2020	December 30, 2021
Engineer	Task 2 – Project/Contract Management – Asan to Adelup	July 18, 2020	October 1, 2020
Engineer	Task 3 – Contracting Assistance – Adelup to Hagatna	July 18, 2020	December 30, 2020
Engineer	Task 4 – Project/Contract Management (Phase 2) –		December 30, 2021

	Adelup to Hagatna		
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d. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation:

Description of Service	Additional Amount	Basis of Compensation
1. Basic Services		
a. Task 1 – Task Management	\$22,302	Lump Sum
b. Task 2 – Project Management – Asan to Adelup	\$16,364	Lump Sum
c. Task 2 – Contract/Construction Management – Adelup to Hagatna	\$30,736	Lump Sum
d. Task 3 – Contracting Assistance – Adelup to Hagatna	\$0	<i>No change</i>
e. Task 4 – Project/Contract Management – Adelup to Hagatna (phase 2)	\$183,328	Lump Sum
f. Expenses	\$227	Lump Sum
g. GRT	\$13,313	Lump Sum
TOTAL ADDITIONAL COMPENSATION (lines 1.a-g)	\$266,270	

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$209,780
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$266,270
- d. Adjusted Task Order amount: \$476,050

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **March 20, 2020**.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date

Date

Signed: _____

Signed: _____

Exhibit C

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment No. 1 To Task Order No. 4

1. Background Data:

- a. Effective Date of Task Order: January 22, 2020
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project: Project/Contract Management for Southern SSES Rehabilitation – Phase 2 (Baza Gardens-Santa Rita-Talofofo) (SRF Grant Project)

2. Description of Modifications

a. The original Task Order included Engineering Services to manage the project and construction of the Hyundai Subdivision lift station for the on-going Southern SSES Rehabilitation – Phase 2 (Baza Gardens-Santa Rita-Talofofo) construction project through close-out. Design and subsequent construction is far behind schedule and has caused a delay in the progress of the project. In addition, GWA has requested that BC arrange for the archaeological monitoring plan and field monitoring for the lift station and force main construction. For these reasons, this Amendment No. 1 to Task Order No.4 extends the completion date of the Task Order to continue project and contract management to complete the active construction contract and increases the scope of work to include archaeological services. If an archaeological discovery is made during construction that requires specialized recovery or documentation, these services are not included in 1.d in table below but will be added by future Change Order reflecting actual work done at a daily rate of \$1,320 plus tax. This Amendment No.1 will extend the Engineering Services to align with the current estimated construction schedule. All Tasks described in the original Task Order remain in effect and are extended under this Amendment No.1 to Task Order No.2 through December 31, 2020.

b. The Schedule for Rendering services under this Task Order is modified as follows:

<u>Party</u>	<u>Action</u>	<u>Original Schedule Date</u>	<u>Revised Completion Date</u>
Engineer	Task 1 – Task Management	July 18, 2020	December 31, 2020
Engineer	Task 2 – Project/Contract Management/Archaeological Monitoring	July 18, 2020	December 31, 2020

Exhibit K – Amendment to Task Order

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c. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation:

Description of Service	Additional Amount	Basis of Compensation
1. Basic Services		
a. Task 1 – Task Management	\$7,024	Lump Sum
b. Task 2 – Project Management	\$22,328	Lump Sum
c. Task 2 – Contract Management	\$39,776	Lump Sum
d. Task 2 - Archaeological Monitoring	\$12,601	
e. Expenses	\$1,210	Lump Sum
f. GRT	\$4,365	Lump Sum
TOTAL ADDITIONAL COMPENSATION (lines 1.a-f)	\$87,304	

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$181,924
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$87,304
d.	Adjusted Task Order amount:	\$269,228

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 28, 2020.

OWNER:

ENGINEER:

By: _____

By: _____



Title: _____

Title: _____

Senior Vice President

Date

Date

May 21, 2020

Signed: _____

Signed: _____

Hyundai Subdivision Lift Station Project Management and Contract Management

Assumptions:
Extended duration to December 31, 2020

1. Task Management

Description	Labor Hours						Labor Hours	Labor Cost	Travel	Subtotal
	Riegel	Claveria	Matasci	Bliz	Tamai	Ligaya				
General task management	4	6	2		0	0	96	\$4,940	\$1,210	\$6,150
Weekly meeting with GWA	2		2		4	12	16	\$2,084		\$2,084
Totals	6	6	4	0	4	32	52	\$7,024	\$1,210	\$8,234
	\$ 1,656	\$ 960	\$ 1,144	\$ -	\$ -	\$ 704	\$ -	\$ 2,560		\$4,333
	20.1%	11.7%	13.9%	0.0%	0.0%	8.5%	0.0%	31.1%		\$8,667

Avg labor \$135 /hr

2. Project Management

Description	Labor Hours						Labor Hours	Labor Cost	Travel	Subtotal
	Riegel	Claveria	Matasci	Bliz	Tamai	Ligaya				
Coordination with GWA/EPA	24	30			0	8	62	\$12,064		\$12,064
Schedule Management and Documentation	14	40				0	54	\$10,264		\$10,264
QA/QC Review of deliverables	0	0				0	0	\$0		\$0
Totals	38	70	0	0	0	8	116	\$22,328	\$0	\$22,328
	\$ 10,488	\$ 11,200	\$ -	\$ -	\$ -	\$ 640	\$ -	\$ 1,175		\$13,503
	47.0%	50.2%	0.0%	0.0%	0.0%	2.9%	0.0%			\$23,503

Avg labor \$192 /hr

3. Contract and Construction Management

Description	Labor Hours						Labor Hours	Labor Cost	Travel	Subtotal
	Riegel	Claveria	Matasci	Bliz	Tamai	Ligaya				
Coordination with Contractor	16	24			0	0	40	\$8,256		\$8,256
Management of Contract matters (change orders, payments, etc)	16	48				0	64	\$12,096		\$12,096
Field Inspection	24	80				0	104	\$19,424		\$19,424
Archaeological Monitoring						0	0	\$0		\$0
Totals	56	152	0	0	0	0	208	\$39,776	\$0	\$39,776
	\$ 15,456	\$ 24,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,455		\$52,377
	38.9%	61.1%	0.0%	0.0%	0.0%	0.0%	0.0%			\$52,377

Avg labor \$191 /hr

4. Expenses

Expense Description	Units	Unit Amount	Quantity	Extension
Airfare - Mainland	roundtrip	\$3,000		\$0
Rental car	day	\$75		\$0
Per diem	person-day	\$250		\$0
Mileage	mile	\$0.550	2200	\$1,210
Total expenses				\$1,210

Total Task Order

* Includes 10% BC mark-up

Description	Labor Hours										Labor Hours	Labor Cost	ODCs		Subtotal
	Riegel	Claveria	Matasci	Bliz				Tamai		Ligaya			Travel	Subs/Misc	
1. Task Management	6	6	4	0	0	0	0	4	0	32	52	\$7,024	\$1,210	\$0	\$8,234
2. Project Management	38	70	0	0	0	0	0	0	0	8	116	\$22,328	\$0	\$0	\$22,328
3. Contract and Construction Management	56	152	0	0	0	0	0	0	0	0	208	\$39,776	\$0	\$12,601	\$52,377
4. Expenses	100	228	4	0	0	0	0	4	0	40	376	\$69,128	\$1,210	\$0	\$82,939
Totals	\$27,600 39.2%	\$36,480 \$1.9%	\$1,144 \$1.6%	\$0 0.0%	\$0 0.0%	\$0 0.0%	\$0 0.0%	\$704 1.0%	\$0 0.0%	\$3,200 4.5%				Tex: \$4,365	Grand Total: \$87,304

Avg labor \$184 /hr