

### CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

### **GUAM WATERWORKS AUTHORITY WORK SESSION**

CCU Conference Room 4:30 p.m., Tuesday, August 18, 2020

### **AGENDA**

### 1. CALL TO ORDER

### 2. ISSUES FOR DECISION

- 2.1 Relative to Approval of Construction Contract Change Order No. 3 for the Route 4 Relief Sewerline Rehabilitation and Replacement Project S15-006-EPA / Resolution No. 35-FY2020
- 2.2 Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services Contract / Resolution No. 36-FY2020
- 2.3 Relative to Approving a Collective Bargaining Agreement with Guam Waterworks Authority and Guam Federation of Teachers Union / Resolution No. 37-FY2020
- 2.4 Relative to Approving the Guam Waterworks Authority Fiscal Year 2021 Budget / Resolution No. 38-FY2020

### 3. GM REPORT

- 3.1 GM Summary
- 4. ISSUES FOR DISCUSSION
- 5. OTHER DISCUSSION
  - 5.1 CCU Rules Update

### 6. DIVISION REPORTS

- 6.1 Communications
- 6.2 Compliance & Safety
- **6.3** Customer Service
- 6.4 Engineering
- 6.5 Finance
- 6.6 **Operations**

### 7. ANNOUNCEMENTS

- 7.1 Next CCU Meetings: GPA Work Session: August 20; CCU Regular Monthly Mtg.: August 25
- 8. ADJOURNMENT



"Better Water, Better Lives."

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

Tel: (671) 300-6846

### **Issues for Decision**

### Resolution No. 35-FY2020

Relative to Approval of Construction Contract Change Order No. 3 for the Route 4 Relief Sewerline Rehabilitation and Replacement Project S15-006-EPA

### What is the project's objective and is it necessary and urgent?

The objective of this project is to improve the sewer collection system, which included repairing and/or replacing sewer manholes and over 4,200 linear feet of gravity sewer line along Route 4 and Route 1 in the village of Agana. These sewer infrastructure elements have been identified by GWA, through an SSES investigation, to be subjected to either inactivity due to incomplete construction work or excessive infiltration and inflow (I&I). Successful completion of this project will result in proper maintenance and operation of the sewer collection system and USEPA agree that efforts to rehabilitate, repair or replace the sewer line are necessary.

Change Order No. 3 is necessary to compensate the contractor for additional work to install the sewer main where numerous unknown utilities and related concrete encasements were encountered while installing the new sewer main at the Rt.4/O'Brien intersection. These encountered utilities complicated work, slowed production, and required hand excavation due to space limitations. The contractor has asked for additional compensation that the construction manager reviewed and negotiated to a fair and reasonable amount based on field logs during actual work. Note that the funding for continued construction management services through September 2020 was approved under CCU Resolution 34-FY2020.

### Where is the project located?

This project is located along Route 4 and Route 1, from the in front of Vons Chicken in Agana to the Agana Main Pump Station. Construction activities will be limited to the government easements of the sewer infrastructure elements.

### How much will it cost?

The total cost of Change Order No. 3 comes out to the amount of Fifty-Eight Thousand Three Hundred Seventy-Eight Dollars (\$58,378.00). Change Order No. 2 consumed the balance of the contingency funds. Hence, GWA Management seeks CCU approval of PPBC's proposal for additional compensation for unknown underground utilities in the additional funding amount of Fifty-Eight Thousand Three Hundred Seventy-Eight Dollars (\$58,378.00), to bring the total authorized funding amount to Three Million Eight Hundred Fifty-Four Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Four Cents (\$3,854,867.54).

### When will it be completed?

The additional construction work associated with the Change Order No. 3 has already been completed. The remainder of the project will be completed by September 2020.

### What is the funding source?

The funding for this project will be from USEPA Title 2 Construction Grants Program and, if necessary, GWA Bond Funds with a maximum project budget of Three Million Eight Hundred Fifty-Four Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Four Cents (\$3,854,867.54).



# 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. 35-FY2020** 

 RELATIVE TO APPROVAL OF CONSTRUCTION CONTRACT CHANGE ORDER NO. 3 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 ("GWA") 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

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

2.0

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

**WHEREAS**, in September 2018 GWA management executed a construction contract to rehabilitate and replace portions of the Route 4 Relief Sewerline with PPBC; and

WHEREAS, the CCU approved via Resolution 16-FY2020 (Exhibit B) funding authorization for PPBC for Change Orders No. 1 and No. 2 for an additional amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents (\$47,856.74), to increase PPBC's total contract value to the amount of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents (\$3,796,489.54);

WHEREAS, due to additional work required to install the new sewer main under this contract while contending with unknown underground utilities and utility encasements which slowed PPBC's production rate and required hand digging due to space limitations, GWA negotiated Change Order No. 3 (Exhibit C), for additional compensation in the amount of Fifty-Eight Thousand Three Hundred Seventy-Eight Dollars (\$58,378.00) plus a time extension of fifty-two (52) days to PPBC's contract; and

**WHEREAS**, the negotiated Change Order No. 3 extends the estimated time to construction completion to September 2020, and PPBC's total contract value to Three Million Eight Hundred Fifty-Four Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Four Cents (\$3,854,867.54); and

**WHEREAS,** the total cost of Change Order No. 3 in the amount of Fifty-Eight Thousand Three Hundred Seventy-Eight Dollars (\$58,378.00) will come from USEPA Title 2 Construction Grants Program; and

	,	seeks CCU approval of PPBC's proposal for additional
		g amount of Fifty-Eight Thousand Three Hundre
	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	bring the total authorized funding amount to Thre
		nd Eight Hundred Sixty-Seven Dollars and Fifty-Fou
Cei	nts (\$3,854,867.54); and	
	WHEREAS, funding for this pro	oject will be from the USEPA Title 2 Construction
Gra	, 3	Bond funds with an estimated project budget of Thre
		nd Eight Hundred Sixty-Seven Dollars and Fifty-Fou
	nts (\$3,854,867.54); and	2.g 2 201 unu 1 11 1 20
	(40,00 1,00,10 1), 4114	
	NOW BE IT THEREFORE RE	SOLVED, the Consolidated Commission on Utilitie
doe	es hereby approve the following:	
	1. The recitals set forth abo	ove hereby constitute the findings of the CCU.
	2. The CCU hereby appro	oves the funding increase for accelerated construction
	services in the addition	nal funding amount of Fifty-Eight Thousand Thre
	Hundred Seventy-Eight	Dollars and Zero Cents (\$58,378.00) (Exhibit C).
	3. The CCU hereby furth	ner approves the total funding authorization for th
	contract with PPBC to a	an amount of Three Million Eight Hundred Fifty-Fou
	Thousand Eight Hun	dred Sixty-Seven Dollars and Fifty-Four Cent
	(\$3,854,867.54).	
	RESOLVED, that the Chairman ce	ertified, and the Board Secretary attests to the adoption
of t	his Resolution.	
	DULY AND REGULARLY ADO	<b>DPTED</b> , this 25 <sup>th</sup> day of August 2020.
	Certified by:	Attested by:
1	JOSEPH T. DUENAS	MICHAEL T. LIMTIACO

1	SECRETARY'S CERTIFICATE
2	I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on
3	Utilities as evidenced by my signature above do hereby certify as follows:
4	The foregoing is a full, true and accurate copy of the resolution duly adopted at a
5	regular meeting by the members of the Guam Consolidated Commission on Utilities,
6	duly and legally held at a place properly noticed and advertised at which meeting a
7	quorum was present and the members who were present voted as follows:
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9	AYES:
10	NAYS:
11	ABSENT:
12	ABSTAIN:
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### Exhibit A



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### 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

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

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

WHEREAS, on August 25, 2017, GWA advertised the Invitation to Bid (IFB-10-ENG-2017) 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 Hagatna, but ultimately GWA received no bids at that time; and

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

WHEREAS, on March 23, 2018, GWA advertised another Invitation to 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 Hagatna; and

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

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

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

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

WHEREAS, GWA Management finds both PPBC's bid proposal for Schedule A, and Insituform's bid proposal for Schedule B acceptable; and

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

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

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

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

WHEREAS, 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 intent; and

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

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

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.
- 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

GEORGE BAMBA

### 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:

NAYS:

ABSTENTIONS:

ABSENT:



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: May 29, 2018 3:00 PM Project Number: \$15-006-EPA IFB NO.: IFB-04-ENG-2018 SCHEDULE A SCHEDULE B Section A-5 Qualified Bidders Name Bid Bond ADDITIVE BID BASEBO ADDITIVE BID NO. 1 ADDITIVE BID NO. 2 Enlusing Newsunce Corporation 15% of total believes? No that subspilled PRO PACIFIC BUILDER CORP. he but Sobraille no bul Submited \$3,407,848.00 \$150,000,00 CANTON CONSTRUCTION CORP. no ted submitted GIANT CONSTRUCTION CORP. Transfer County Courty Conjung 15% on bul amount. No Will ynbrushed \$3,998,018,00 \$15,200,700.00 \$35,100.00 \$3,500.00 to Ry INSITUFORM GRANITE CONSTRUCTION COMPANY no sed submitted INFRATECH INT'L. LLC no bid supraided CHI CONSTRUCTION INC. wo his Guarded HES MICRONESIA Fidelity & Descrit Consert on workload 15% on boll seconds. CORE TECH/HDCC GUAM, LLC 1 26,191,462.28 \$20,592.107 \$7,570,513.71 \$749, \$18,94 \$20,513.55 BME & SONS GWA Estimate

STORIAL DENSAN

Tabulated By:

Michle Qual McQuan

Victoria Heacoch

(Name and Signature)

EMPSCO (MA) EMPSCO (MA)

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**AECOM** 

AECOM 414 W. Soledad Avenue Suite 708 Hagātňa, GU 96932 www.aecom.com

671 477 8326/7 tel 671 472 8324 fax

Exhibit B (1 of 1)

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)



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

A.	Form or document that must be submitted with bid	Initial if Submitted:
1.	Bid Bond Equal to 15% of total amount of bid	y
2.	Bidder Qualification Form	Chi
3.	Bid Proposal and Bid Schedule	_w
4.	Non-Collusion Affidavit	- Yhn
5.	Certification of Bidder Regarding Equal Employment Opportunit	v Ch
6.	Certification Regarding Non-Segregated Facilities	_Gh
7.	Sex Offender Certification	_m
8.	Wage and Benefit Determination	_cr
9.	Major Shareholders Disclosure Affidavit	_ Ch
10.	Special Instructions to Bidders	_m
11.	Proof of Licensure to Perform Work Called For by the Bid	_ ln
12.	Financial Statements	_w
13.	Proof of Status as Veteran (if applies)	N/A
14.	Forms or Documents Required by Bid or Bid Amendments not referred to above	_ li
ı,	Jean Yeon Yu , a duly a	authorized represent
of_	PPBC , do hereby certify, that the forms list above	have in fact been subm
with	my firm's bid. I acknowledge that, failure to submit any of the ab	ove documents will res
my f	irm being deemed non-responsive and having my firm's bid rejected	d.
	Signed:	
	115/20 /ans	
	Date: 09/29/2018	

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Page 2

Section 0900

Procurement Checklist and Appendices

# 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

Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the <u>observable</u> 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;
- 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:
  - "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;
  - "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;
  - "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)

"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.

				SCHEDULE A – Base Bid	
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	\$ <u>1,800.00</u>	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.	СУ	\$ <u>600.00</u>	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.

				SCHEDULE A – Base Bid	
No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	\$_30,000.00	1	\$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	\$_22,500.00	14	\$_315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$_250.00	280	\$_70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$_30,000.00	1	\$_30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	\$ <u>300,000.</u> 00	) 1	\$_300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$_50.00	2,867	\$_143,350.00

# 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.

				SCF	EDULE 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	\$ 430,050.00
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 (TOTA	L Item:	s 1 through 17, inc	lusive)	\$3,407,848.0

escri	iption of Work: Archaeological monitoring.				
				,	SCHEDULE A – Additive Bid No. 1
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ <u>150,000.</u> 00	1	\$ <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)

# 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) \$\$\frac{1}{2}\$\$

)esc	ription of Work: CIPP part-liner or chemical grouting to	contro	ol infiltration/infle	ow prior t	o 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	\$

# Exhibit ( (12 of 15)

			Route 4 Relief Sewer Line Rehabilita	ation a	ind Replaceme	ent (Re-Bid)	
SCHE	DULE	B - A	Additive Bid No. 2				
Descr	iptio	n of	Work: Archaeological monitoring.				
							SCHEDULE B – Additive Bid No. 2
1	sug effe and res	d new geste ect as d Data ubmi	ological and cultural resource services to valydown staging areas outside of the ed areas or outside of the area of potential staging areas or outside of the area of potential staging and the Archaeological Monitoring a Recovery Plan for the project and it to the Department of Parks and	LS	\$	_ 1	\$
		ation, Guam Historic Resources Division/State ic Preservation Office for approval and tance.					
			SCHEDULE B - Additive Bid	No. 2	TOTAL Items	1, inclusive)	\$
ARTIC	ind se	term lude parat	rison of Bids, and final payment for all unit ined as provided in the Contract Document is an amount considered by Bidder to be adec ely identified item.	ts. Bi	dder also acki	nowledges t	hat each unit price
6	5.01		der agrees that the furnishing of Goods and th in Article 5 of the Agreement.	d Spec	ial Services w	ill conform	to the schedule set
6	5.02	Bide	der accepts the provisions of the Agreement	as to li	quidated dam	ages.	
ARTIC	LE 7	- ATT	ACHMENTS TO THIS BID				
7	.01	The	following documents are attached to and ma	ade a d	condition of th	is Bid:	
		A.	Required Bid security in the form of	Bid Bo	ond		
		В.	List of Proposed Major Suppliers;				

### **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.

Required Bidder Qualification Statement with Supporting Data.

# Exhibit C (13 of 15)

### ARTICLE 9 - BID SUBMITTAL

This Bid submitted by:							
If Bidder is:							
An Individual							
Name (typed or printed):							
Ву:							
(Individual's signa	ture)						
Business address:		_					
Phone:	Facsimile:						
E-mail address:							
A Partnership							
Partnership Name:		(SEA					
Rv-							
By:(Signature of gene	ral partner - attach evidence of authority to sign)						
(Signature of gene	ral partner - attach evidence of authority to sign)						
(Signature of gene Name (typed or printed):	ral partner - attach evidence of authority to sign)						
(Signature of gene Name (typed or printed): Business address:	ral partner - attach evidence of authority to sign)						
(Signature of gene Name (typed or printed): Business address:	ral partner - attach evidence of authority to sign)						
(Signature of gene Name (typed or printed): Business address:	ral partner - attach evidence of authority to sign) Facsimile:						
(Signature of gene Name (typed or printed): Business address: Phone:	ral partner - attach evidence of authority to sign) Facsimile:						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation	ral partner - attach evidence of authority to sign) Facsimile:						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation	PROPACIFIC BUILDER CORPORATION						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor	_					
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor	_					
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe By: (Signature - attach	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor	_					
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe By: (Signature - attach	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor  pevidence of authority to sign) Jean Yeon Yu						
(Signature of gene Name (typed or printed): Business address:  Phone: E-mail address:  A Corporation  Corporation Name: State of Incorporation: Type (General Business, Profe By: (Signature - attach Name (typed or printed): Title:	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address:  A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe By: (Signature - attach Name (typed or printed): Title:  Attest  Attest	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor  pevidence of authority to sign) Jean Yeon Yu President (CORPORATE SEAL)						
(Signature of gene Name (typed or printed): Business address: Phone: E-mail address: A Corporation Corporation Name: State of Incorporation: Type (General Business, Profe By: (Signature - attach Name (typed or printed): Title: Attest (Signature of Corporation)	PROPACIFIC BUILDER CORPORATION GUAM essional, Service, other):General Contractor  pevidence of authority to sign) Jean Yeon Yu President (CORPORATE SEAL)	_					

# Exhibit C (14 of 15)

Phone:	671-477-3109	Facsimile:	671-477-7424
E-mail address	s:jgyc@guam.net		
A Limited Liab	ility Company (LLC)		
LLC Name:			
	organized:		
(Sig	gnature - attach evidence of autho	rity to sign)	
Name (typed o	or printed):		
	ess:		
Phone:		Facsimile:	
A Joint Ventu	<u>re</u>		
First Joint Ven	turer Name:		(SEAL)
By:			
(Sig	nature - attach evidence of autho	rity to sign)	
Name (typed o	or printed):		
	255:		
Phone:		Facsimile:	
	:		
	enturer Name:		(SEAL)
By:			
(Sig	nature - attach evidence of author	rity to sign)	
Name (typed o	or printed):		
	255:		
Phone:		Facsimile:	
	:		
Phone and Fac	simile Number, and Address for re	eceipt of official commu	unications to Joint Venture
	EJCDC P-400, Suggested Bid Form fo	or Procurement Contracts	
Copyright © 20	10 National Society of Professional Engineer	rs, American Council of Engin	eering Companies,

# 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. \$15-006-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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Article 1 - BID RECIPIENT
Article 2 - BIDDER'S ACKNOWLEDGMENTS
Article 3 - BIDDER'S REPRESENTATIONS
Article 4 - BIDDER'S CERTIFICATIONS
Article 5 - BASIS OF BID AND AWARD OF CONTRACTS4
Article 6 - TIME OF COMPLETION
Article 7 - ATTACHMENTS TO THIS BID
Article 8 - DEFINED TERMS
Article 9 - BID SUBMITTAL

# 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

Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

### ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date			
1	April 19, 2018			
a	April 24,2018			
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 <u>observable</u> 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 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;
- 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:
  - "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;
  - "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;
  - "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)

"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.

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		
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	\$	

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	
tem 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	s
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	\$

	<i>N</i>	Exhibit D (8 of 17)
120	Bid	Shedule 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	
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	

escri	ption of Work: Archaeological monitoring.			
			A	SCHEDULE A -
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	\$

## 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.

				Sc	hedule B – Base Bid
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	\$ 800,000	1	\$ 800,000
2	Insurance and Bonds	L5	\$ 100,000	1	\$100,000
3	Permits	L5	\$34,300	1	\$34,300
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	\$310.00	674	\$20 <b>8</b> ,940
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	s412°°	723	\$297 876

## 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.

				Sch	nedule 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	s 667°°	1,590	\$ 1,060,530
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>\$929</u> °°	798	<sub>\$</sub> 741,342
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,</u> 700	1	\$755,700

## Exhibit D (11 of 17)

	Route 4 Relief Sewer Line	Rehabilitation and	d Replacement (	Re-Bid)	
	Base Bid Work: CIPP lining 21", 24", 30" and ssary to complete the rehabilitation			g tempora	ary bypass and traffic
				Sch	edule B – Base Bid
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Schedule B – BASI	BID (TOTAL Items	s 1 through 8, in	clusive)	\$3,998,688

esc	ription of Work: CIPP part-liner or chemical grouting to	contro	ol infiltration/inflow	prior t	o CIPP lining. Schedule B –
				1	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	s 2330°°	70	s <u>163, 100</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	\$ 2330 CC	80	\$186,400°
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	\$2960°°	160	\$473,600°
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	\$ 473,600°

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## Exhibit D (12 of 17)

_	DULE B - Additive Bid No. 2				
Desc	ription 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	\$ 35,000	1	\$35,000

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.



## Exhibit D (13 of 17)

World HQ: 17988 Edison Avenue Chesterfield MO 63005

636-530-8000 Fax: 636-530-8701

Local Off: 9654 Titan Court

303-791-7199

Littleton CO 80125

Fax: 303-791-7399

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

#### LIST OF SUBCONTRACTORS Selection for Insituform

CC.	TV/C	LEAR	129-	Moc
BYP	ASS -	m	0001	Moc
12112	730		0-01	

## Exhibit D (14 of 17)



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

636-530-8000

Local Off: 9654 Titan Court

Littleton CO 80125

303-791-7199 Fax: 303-791-7399

GWA Route 4 Releif 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

1000	This Bid submitted by:	
1	if Bidder is:	
8	An Individual	
	By:(Individual's signature)	
ì	Doing business as:	
	Business address:	
	Phone:Facsimile:	
-	-mail address:	
	A Partnership	
	N/A	
I	Partnership Name:	(SE
1	Sy:(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:	
E	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  -mail address:	
F E	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  A Corporation  N/A	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Chone:  Facsimile:  C-mail address:  N/A  Corporation  N/A	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Facsimile:  Corporation  N/A  Corporation Name:  State of Incorporation:	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Facsimile:  A Corporation  N/A  Corporation Name:  State of Incorporation:  Type (General Business, Professional, Service, other):	
F	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Facsimile:  Corporation  N/A  Corporation Name:  State of Incorporation:	
F E C S T E	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Facsimile:  Corporation  N/A  Corporation Name:  State of Incorporation:  Type (General Business, Professional, Service, other):  Sy:  (Signature - attach evidence of authority to sign)	
F E C S T E	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Fa	
F E C S T E	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Fa	
FE	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Fa	
FE	(Signature of general partner - attach evidence of authority to sign)  Name (typed or printed):  Business address:  Phone:  Facsimile:  Facsimile:  Corporation  N/A  Corporation Name:  State of Incorporation:  Type (General Business, Professional, Service, other):  Sy:  (Signature - attach evidence of authority to sign)  Name (typed or printed):  Title:  (CORPORATE SEAL)	

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## 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: White Schutte (Signature Lettach evidence of authority	to sign)		
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:			
E-mail address:			
Second Joint Venturer Name:			(SEAL)
			_(54,14)
By:(Signature - attach evidence of authority	to sian)		
Name (typed or printed):			
Title:			
Business address:			
Phone:	Facsimile:		
E-mail address:	_		
Phone and Facsimile Number, and Address for receip	pt of official comm	nunications to Joir	nt Venture:_
PICDON IN CO. LINES			
EJCDC P-400, Suggested Bid Form for Pr Copyright © 2010 National Society of Professional Engineers, An American Society of Civil Engineers, and Associated General C	merican Council of Eng	ineering Companies, All rights reserved.	

## 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, Whittney 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
- 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

rresident

#### Exhibit B



## 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

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

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

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

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

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

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

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

WHEREAS, in order to prevent costly delays in lining operations due to the infiltration at the manholes, PPBC needed to accelerate manhole grouting work to resolve the infiltration;

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

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

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

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

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve the following: 1. The recitals set forth above hereby constitute the findings of the CCU. 2. The CCU hereby approves the funding increase for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents (\$47,856.74) (Exhibit D). 3. The CCU hereby further approves the total funding authorization for the contract with ProPacific Builder Corporation to an amount of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents (\$3,796,489.54). **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution. DULY AND REGULARLY ADOPTED, this 21st day of February, 2020. Certified by: Attested by: JOSEPH T. DUENAS MICHAEL T. LIMTIACO Chairperson Secretary 

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#### 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: 0

ABSTENTIONS: 0

ABSENT:



# Exhibit A



#### CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority P.O. Box 2977 Hagetna, Guam 96932 | (671,649-3002 | guamocu.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

a

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

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

WHEREAS, on August 25, 2017, GWA advertised the Invitation to Bid (IFB-10-ENG-2017) 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 Hagatna, but ultimately GWA received no bids at that time; and

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

WHEREAS, on March 23, 2018, GWA advertised another Invitation to 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 Hagatna; and

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

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

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

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

WHEREAS, GWA Management finds both PPBC's bid proposal for Schedule A, and Insituform's bid proposal for Schedule B acceptable; and

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

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

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

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

WHEREAS, 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 intent; and

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

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

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 2 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 5 Development Charge Funds applicable to the project. 6 8. In the event funds other than SRF are used and they exceed One Million Dollars 7 (\$1,000,000.00), GWA is authorized to petition the PUC for approval. 8 9 RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption 10 of this Resolution. 11 12 DULY AND REGULARLY ADOPTED, this 24th day of July 2018. 13 Certified by: Attested by: 15 16 17 EORGE BAMBA JOSEPH T. DUENAS 18 Chairperson 19 20 SECRETARY'S CERTIFICATE 21 22 I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows: 23 24 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 25 legally held at a place properly noticed and advertised at which meeting a quorum was 26 present and the members who were present voted as follows: 27 AYES: 28 0 29 NAYS: 30 0 **ABSTENTIONS:** 31 0 ABSENT: 32 5

GUAM WATERWORKS AUTHORITY Exhibit A (1 of 1)

ORIGINAL

Project Name: ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT (RE-BID) **Bid Opening Date:** May 29, 2018 3:00 PM Project Number: \$15-006-EPA IFB NO.: IFB-04-ENG-2018 SCHEDULE A SCHEOULE B Section A-5 Bid Bond Qualified Bidders Name SAST 0:0 ADDITIVE GIG ADDITIVE AID AID. BASI NO Enhance Manyure Congruption
15% of told but arrest
to the Submitted to bed Structure PRO PACIFIC BUILDER CORP. to be \$150,000,00 Substitud CANTON CONSTRUCTION CORP. GIANT CONSTRUCTION CORP. Transler Copully Edward Company 15-1- up but assured to but to broaded (1) ers 25 a .01 .14. [4] (0.31) 117 (0.31) 118 [4] ka wa INSITUFORM 1 1 GRANITE CONSTRUCTION COMPANY INFRATECH INT'L. LLC no bid Imparibal CHI CONSTRUCTION INC. no by friended HES MICRONESIA Filly L Report Control of Decition ! CORE TECH/HDCC GUAM, LLC Manual 28 230 541 47 47,570,571,71 8744 818.44 \$20.583.15 BME & SONS GWA Estimate STOPLIA O BONSAN Victoria Heacock Wich Quer Waren [Name and Signature]

**AECOM** 

AECOM 414 W. Soledad Avenue Suite 708 Hagåtha, GU 96932 www.aecom.com 671 477 8326/7 tel 671 472 8324 fax

Exhibit B (1 of 1)

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 8 - 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)



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

A.	Form or document that must be submitted with bid	Initial if Submitted:
1.	Bid Bond Equal to 15% of total amount of bid	y
2,	Bidder Qualification Form	- Chi
3,	Bid Proposal and Bid Schedule	m
4.	Non-Collusion Affidavit	- Chr
5.	Certification of Bidder Regarding Equal Employment Opportunity	<u>Ch</u>
6.	Certification Regarding Non-Segregated Facilities	_Gh_
7.	Sex Offender Certification	m
8.	Wage and Benefit Determination	- Cr-
9	Major Shareholders Disclosure Affidavit	- Ch
10.	Special Instructions to Bidders	In
11.	Proof of Licensure to Perform Work Called For by the Bid	_ln
12.	Financial Statements	m
13.	Proof of Status as Veteran (if applies)	NA
14	Forms or Documents Required by Bid or Bid Amendments not referred to above	lin
l, of with my fi	Jean Yeon Yu, a duly au, a duly au, per	ive documents will result in

Section 0900

**Procurement Checklist and Appendices** 

### 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
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the <u>observable</u> 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;
- 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
- 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:
  - "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;
  - "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;
  - "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)

"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.

				SCHEDULE A – Base Bio	
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.	СУ	\$ <u>600.00</u>	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	\$ <u>30,000.0</u> 0	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.

				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.	EΑ	\$ <u>30,000.0</u> 0	1	\$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	\$_22,500.00	14	\$315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ <u>250.00</u>	280	\$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ 30,000.00	1	\$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	\$ <u>300,000.</u> 00	1	\$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$_50.00	2,867	\$ 143,350.00

## 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.

				SCF	IEDULE A – Base Bld
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	\$ 150.00	2,867	\$_430,050.00
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	\$25,000.00	1	\$ 25,000.00
17	As-Bullt drawings	LS	\$10,000.00	1	\$ 10,000.00
	SCHEDULE A Base Bid (TOTA	\L Item	s 1 through 17, inc	lusive)	\$ 3,407,848.00

	ption of Work: Archaeological monitoring.		T		SCHEDIUE A
					SCHEDULE A Additive Bld No. 1
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$_15 <b>0</b> ,000.00	) 1	\$ <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.

		500		Sc	hedule 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.	ĹF	\$	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.

				Sch	redule B – Base Bid
tem 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 plping 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) \$

	ription of Work: CIPP part-liner or chemical grouting to			Schedule B -
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	\$

## Exhibit C (12 of 15)

	DULE B - Additive Bid No. 2 iption of Work: Archaeological monitoring.			
		4.55		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	\$

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Blds, 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**

This Bid submitted by:	
If Bidder is:	
An Individual	
Name (typed or printed):	
(Individual's signature)	
Doing business as:	
Business address:	_
Phone:Facsimile:	
E-mail address:	
A Partnership	
	(SEAL)
(Signature of general partner - attach evidence of authority to sign)	
Business address:	
Phone: Eacsimile:	
E-mail address:	
A Consequebles	
	000
Type (delicial business, Professional, Service, Other).	
(Signature - attach evidence of authority to sign)	
Title: President	
(CORPORATE SEAL)	
(Signature of Corporate Secretary)	
Business address: 750 Route 8 Suite 202 Hanam Plaza, Barrigada, GU 96913	
EJCDC P-400, Suggested Bid Form for Procurement Contracts.  Copyright © 2010 National Society of Professional Engineers, American Council of Engineering Companies,	
	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:  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):  (Signature - attach evidence of authority to sign)  Name (typed or printed):  Jean Yeon Yu  Title:  President  (CORPORATE SEAL)  Attest  (CORPORATE SEAL)  Attest  Signature of Corporate Secretary)  Business address:  750 Route 8 Suite 202 Hanam Plaza, Barrigada, GU 96913

American Society of Civil Engineers, and Associated General Contractors of America. All rights reserved.

Page 12

## Exhibit C (14 of 15)

Phone:	<u>671-477-3109</u>	Facsimile:	671-477-7424
E-mail address:	jgyc@guam.net		
A Limited Liability	Company (LLC)		
LLC Name:			
	nized:		
Bv:			
(Signatu	ire - attach evidence of author	ity to sign)	
Name (typed or pri	inted):		
Business address: _			
A Joint Venture			
First Joint Venturer	Name:		(SEAL)
Ву:			
(Signatu	re - attach evidence of authori	ity to sign)	
Name (typed or pri	nted):		
Title:			
Business address: _			
		51 - 51 - 51	
	rer Name:		(SEAL)
Ву:			
(Signatu	re - attach evidence of authori	ty to sign)	
Name (typed or pri	nted):		
Business address: _			
Phone:		Facsimile:	
E-mail address:			
Phone and Facsimile	e Number, and Address for rec	eipt of official commu	nications to Joint Venture:_
		= 7-2 - 1-3 most - 1- (0%) - 3)	
Copyright © 2010 Nat American Society of	EJCDC P-400, Suggested Bid Form for ional Society of Professional Engineers, Civil Engineers, and Associated General	American Council of Engine	eering Companies, Il rights reserved.

# 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

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

<u>Enaineerina Division, Room 202</u>

<u>Gloria B. Nelson Public Service Building</u>
<u>688 Route 15</u>

<u>Manallao, Guam 96913</u>

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
à	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 <u>observable</u> 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. Bldder 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;
- 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:
  - "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;
  - "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;
  - "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)

"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.

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	s	
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	\$	

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		
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)

# 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 E	
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	

3011	ption of Work: Archaeological monitoring.	1	 	
				SCHEDULE A - Additive Bid No. 1
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ 1	\$

# 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.

				Scl	nedule B – Base Bid
item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	\$ 800,000	1	\$ 800,000
2	Insurance and Bonds	LS	\$/00,000	1	\$/00,000
3	Permits	LS	\$ 34,300	1	\$34,300
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	\$310.00	674	\$20 <b>8</b> ,940
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	\$412°°	723	\$297 876

# Exhibit D (10 of 17)

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

## SCHEDULE B -Base Bld

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 Description		:		Sci	nedule 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	\$ 667°°	1,590	s 1,060,530
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.	ĻF	<u>\$929</u> °°	798	,741,342
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>755,70</u> 0	1	\$ <u>755,</u> 700

# Exhibit D (11 of 17)

	Route 4 Relief Sewer Line	Rehabilitation and	d Replacement	Re-Bid)		
	Base Bid Work: CIPP lining 21", 24", 30" and ssary to complete the rehabilitation			g tempor	ary bypass and traffic	
	2017 - 2017 - 2017				:hedule 8 – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount	
	Schadula R - BASI	E BID (TOTAL Item	s 1 through 8 in	clusival	13,998 688	

/eşu	ription of Work: CIPP part-liner or chemical grouting to	Contro	Inflitration/inflow		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>\$ 2330</u>	70	s163,100°°
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	\$ 2330°C	80	\$186,400°
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	\$2960°	160	\$473,600°
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	\$ 473,600°

# Exhibit D (12 of 17)

Desci	Iption of Work: Archaeological monitoring.	<u> </u>			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	\$ 35,000	1	\$35,000

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 <u>bidder's bond</u>
  - 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 D (13 of 17)

World HQ: 17988 Edison Avenue Chesterfield MQ 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 Releif Sewer Line Rehabilitation and Replacement, Project No. S15-006-EPA

# **LIST OF SUBCONTRACTORS Selection for Insituform**

	- Moco
moce	<u>بر ر</u>
2018 13.	
	Moce

# Exhibit D (14 of 17)



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

Local Off: 9654 Titan Court Littleton CO 80125

303-791-7199 Fax: 303-791-7399

GWA Route 4 Releif 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**

	This Bid submitted by:		
	If Bidder is:		
	An Individual		
	Name (typed or printed): _	N/A	
	_		
	(Individual's sig	nature)	
	Doing business as:		
	Phone:	Facsimile:	
!	A Partnership	N/A	
١	Partnership Name:	N/A	(SE/
1	D		
1	By:	neral partner - attach evidence of authority to sign)	
		Facsimile:	
,	A Corporation		
		N/A	
(	Corporation Name:	11/1	
1	type (General Business, Pro	ofessional, Service, other):	
E	Ву:		
		ach evidence of authority to sign)	
	Eitle:		
٦		(CORPORATE SEAL)	
٦		(CORPORATE SEAL)	
1	Attest(Signature of Co		

# Exhibit D (16 of 17)

Phone:	Facsimile:		
E-mail address:			
A Limited Liability Company (LLC)			
LLC Name: Insituform Technologies, LLC			
By: Whithing Schulte			
By: (Signature of pttach evidence of authority t	o sign)		
Name (typed or printed): Whittney Schulte			
Title: Contracting & Attesting Officer			
Business address: 17988 Edison Avenue			
Chesterfield, MO 63005			<u> </u>
Phone: 636-530-8000	Facsimile:	636-530-8701	<u> </u>
E-mail address: WSchulte@Aegion.com	-		
A Joint Venture			
First Joint Venturer Name: N/A			_(SEAL)
By:			
(Signature - attach evidence of authority t	o sign)		
Name (typed or printed):			
Title:Business address:			
Dusiliess auditess.			
Phone:	Facsimile:	120	
E-mail address:			
Second Joint Venturer Name:			(SEAL)
3* - 10 - 10 5**	9/1		-10-11-1
By:(Signature - attach evidence of authority to	o sign!		
Name (typed or printed):			
Title:			
Business address:			
Phone:	Trefact Control to the control of th		
E-mail address:	-		
Phone and Facsimile Number, and Address for receip	t of official comm	nunications to Join	t Venture:_
			7
EJCDC P-400, Suggested Bid Form for Pro	Annual Control		
Copyright © 2010 National Society of Professional Engineers, Am American Society of Civil Engineers, and Associated General Co	erican Council of Eng	iseering Companies, All rights reserved.	

# Exhibit D (17 of 17)

#### INSTTUFORM 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, Whitmey 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
- 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. Firschin

# 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 reconnection 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.

Section 00520 Agreement

- 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):
  - 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.
  - 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.

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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: \$\frac{Three Million Four Hundred Seven Thousand Eight Hundred Forty Eight US Dollars (\frac{\$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):

No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all	Extended Prices for Unit P	rice Work (subj	ect to final adju	stment	

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.

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#### 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 <a href="15th">15th</a> 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.
  - 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. <u>90</u> 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 <a href="100">100</a> percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less <a href="200">200</a> 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

Section 00520 Agreement

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.
- 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**

**Contents** 

A.	The Contract Documents consist of the following:

1.	This Agreement (	pages	1 to	_8	ے 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 <u>1</u> to <u>65</u>, inclusive).
- 6. Supplementary Conditions (pages <u>1</u> to <u>18</u>, 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):

Section 00520 Agreement

9.01

a. Contractor's Bid (pages <u>1</u> to <u>10</u>, 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:
  - 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.

Section 00520 Agreement

#### 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:
  - "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;
  - "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;
  - "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.

Section 00520 Agreement

	F, Owner and Contractor ha	•
This Agreement will b	e effective on 4-13-19	which is the Effective Date of the Contract).
OWNER:		CONTRACTOR:
Guarn Waterworks A	Authority //	ProPacific Builder Corporation
By: MIGUEL 2. BO	SKDALLO/DE.	By: JEAN YEON YU Chin U
Title: General Man	ager	Title: President
Attest:	Pecretary III	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  Attest: Kate Tusi
Address for giving not	, -	Address for giving notices:
Gloria B Nelson Publi	c Service Building	750 Route 8
688 Route 15	K732 RGARSII	Suite 202, Hanam Plaza
Mangilao Guam 9693	13	Barrigada, Guam 96913
to sign. If Owner is a pub	n, attach evidence of authority lic body, attach evidence of olution or other documents this Agreement.)	License No.: 5135 Certificate No.: C-0518-0147 (where applicable)
CERTIFIED FUNDS AVA	ALABLE:	APPROVED AS TO FORM:
GREG P. CRUZ	nancial Officer	KELLY O. CLARK  GWA General Counsel
Date:	3.18	Date: 9/5/8
Contract Amount:	\$3,407,848.00	, -
Contingency:	\$ 340,784.80	
Amount Certified:	<u>\$3,748,632.80</u>	
Funding Source:	\$3,407,848.00 USEPA Sta	te Revolving Fund – Grant No. M96902617
		Bond WW 09-06 Wastewater Collection  Chapter of the Collection Program
Section 00520		Page 8

Agreement

# **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

Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the <u>observable</u> 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;
- 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;
  - "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;
  - "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

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

#### ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

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

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

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

#### **SCHEDULE A -- Base Bid**

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

				SCHEDULE A – Base Bid	
item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	\$ <u>293,780.</u> 00		\$ 293,780.00
2	Insurance and Bonds	LS	\$132,201.00	1	\$ 132,201.00
3	Permits	L\$	\$ <u>44,067.0</u> 0	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	\$ <u>1,500.00</u>	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	\$ <u>2,000.00</u>	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.	СУ	\$ <u>600.00</u>	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.

7.0	mg temporary bypass and trame control as necessary				EDULE 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>30,000.0</u> 0	1	\$_30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	\$ 22,500.00	14	\$ <u>315,000.00</u>
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	\$ 250.00	280	\$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	\$ 30,000.00	1	\$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	\$300,000.0	1	\$_300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	\$ 50.00	2,867	\$_143,350.00

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

# SCHEDULE A - Base Bid

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

				SCH	IEDULE 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	\$ 150.00	2,867	\$ 430,050.00	
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 (TOTA	AL Item	s 1 through 17, inc	lusive)	\$\\\\3,407,848.00	

escri	ption of Work: Archaeological monitoring.		<del>T</del>		SCHEDULE A -
				A	Additive Bid No. 1
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	\$ 150,000.0	0 1	\$ <u>150,000.00</u>

_	DULE B - Additive Bid No. 2 iption 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	\$	

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	e attached to and made	a condition of this Rid-
7.01	THE TOHOWING GOCOMENTS AN	e attacijeu to anu ingue	a cultultion of this blu.

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



Gioria B. Nelson Public Service Building 688 Route 15, Mangilao, GU 96913

Engineering Division Phone: (671) 300-6058 Fax: (671) 647-2621



		RDER NO. 1	
Project No. & Title:	Route 4 Relief Sewerline Rehabilitat	tion and Replacement	
	GWA Project No. \$15-006-EPA		
Contractor's Name:	ProPacific Builders Corporation	Original Contract Date:	September 13, 2018
TO: ProPacific B	uilders Corporation		
You are directed to make cl	nanges noted below in the subject contract. The chan	iges are accepted by:	,
	$\sim$	PREPARED BY	1
VicenteEsca	billas, Operations Manager	The Lo	1/10/2020
Contractor Regressionative (	Print Name & Title)	Carmolidada	Date
1111		Prefect Engineer	1
	1 A 1161 L.		
0/9	N PO M	Y/	111012020
Signature	Date /	John Riegel P.E.	Date
- 1	•	Managing Enginee	C
1			
G.L. NO.	\$202.105321.420000	RECOMMEND APPROVA	
Contract No.:	795 OS	mored	01/14/2020
Vendor No.:	26731	Thomas Cruz, P.E. Me	way McAmed Date
Amount:	\$276,760.19 (M9692617)	Chief Engineer	ungo McDould Date ching Chief England
175 105 10 10			200 2/200
With the add	f \$276,760.19 will come from the project continger dition of the \$276,760.19, the new contract value w		
Enclosures:	- The Control of the		
•	c "Request for Time Extension" letter c "Request for Cost Adjustment Due to DPW Perm	alt Candillane" letter	
2) FTOF 2011	C Request for Cost Aujustinant Due to DF44 Pain	in Conditions letter	
-	following adjustment of contract price and time:		#2 407 040 00
Contract price prior to this cl	nange order m this Change Order (subject to approved terms & co	anditions)	\$3,407,848.00 \$276,760.19
current contract price includ		ношла)	\$3,684,608.19
· ·	nange Order 480 calendar days		00,000,000.10
	sulting this Change Order 193 calendar days		
current contract time includi	ng this Change Order 673 calendar days		
ERTIFIED FUNDS AVAIL	BLE:		
VVVV	116		
aling M. Taltano			
Chief Financial Officer, GW/			
> 11 K/2 10	D Charley Dis		
Date: 14 WC		/	
		APPROVED:	
		MIOVIW	
		al C Bandell Par	(Name & Title)

Page 1 of 1

Finance/Accounting

# Page 3 from Enclosure 2

\$15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

	ost Adjus	stmen	t Due t	o DPW P	Cost Adjustment Due to DPW Permit Conditions			
			Cost on I	Cost on Existing Contract	tract	0	hange Or	Change Order Cost
Describnon	Contract	ĝ	Unite	Unit Cost	Reference	Add"l Qty	Unit	Cost Adjustment
Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"			
Highway Encroachment Permit				25.00	HEP -19-007	9	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		60	Mo	12.000.00
Project Manager				6,000.00		6.5	Wo	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
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	蹈	20.00	See Cost Reference "C"	168	E E	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
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	1.5	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	4	Mo	61,693.80
					TOTAL COST			276,760.19

# **Enclosure 1**



# 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

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 alloted 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 alloted 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 resubmitted 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.

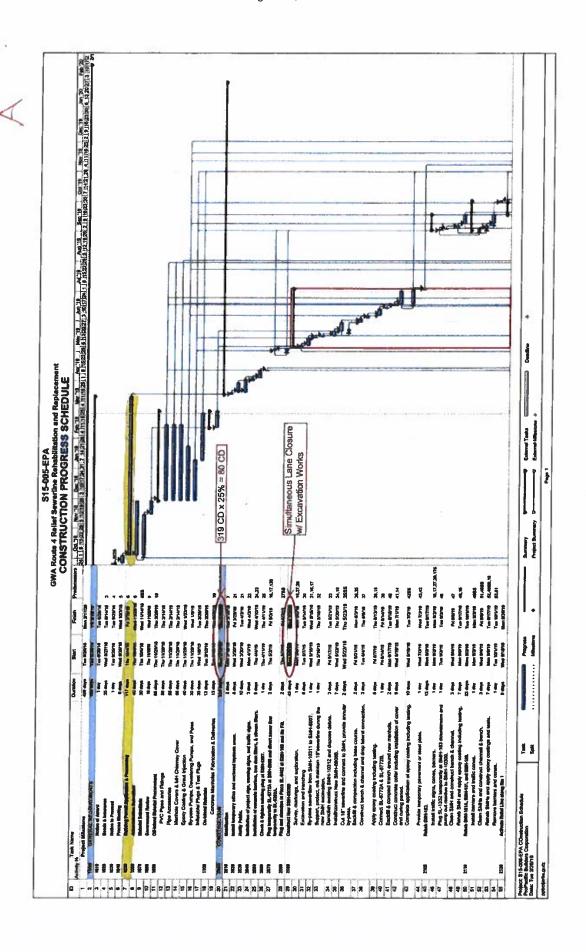
Thank you very much.

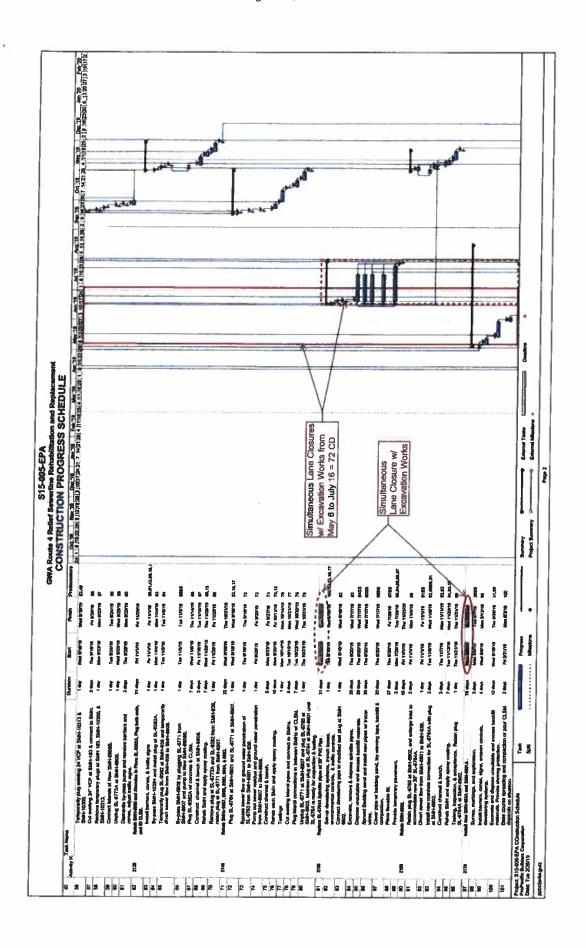
Sincerely,

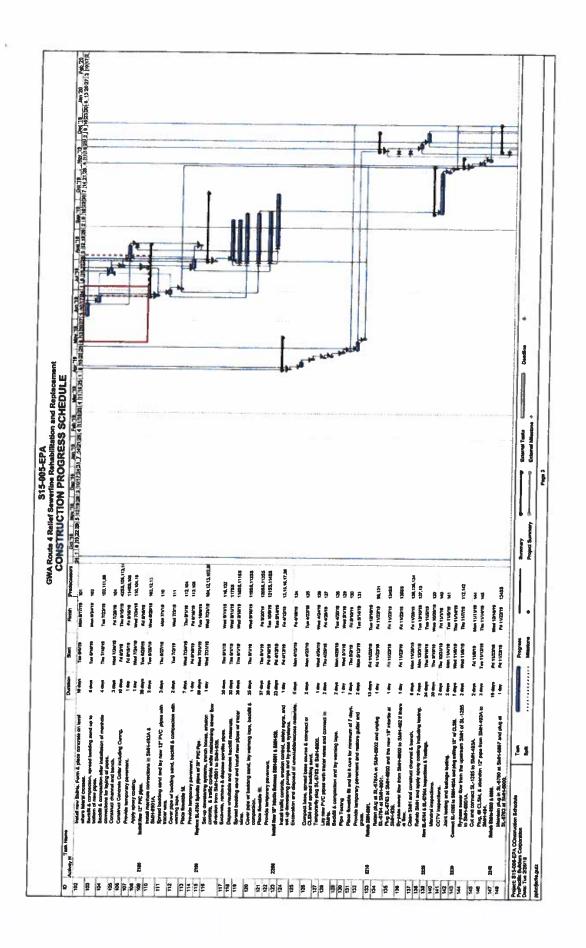
Jerlie M. Orderrez Project Manager

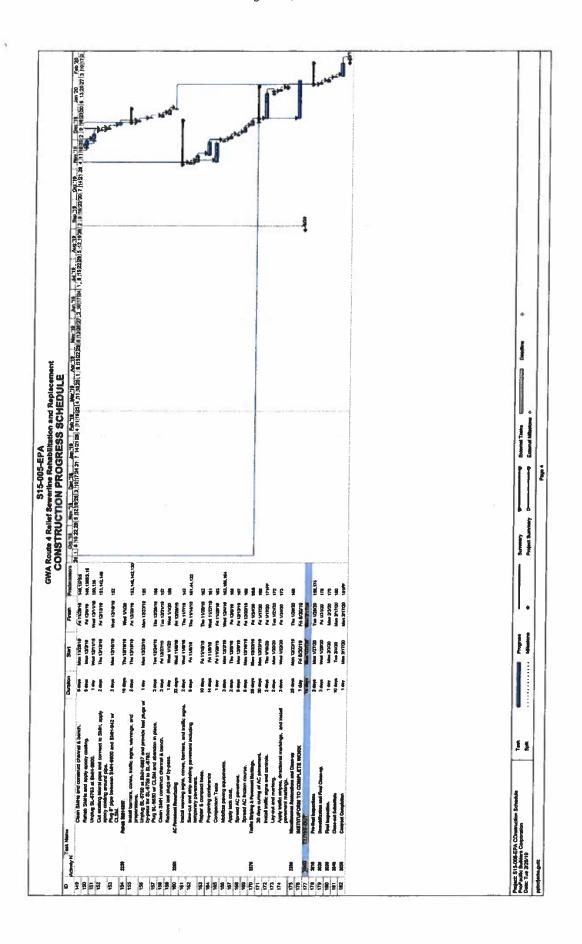
ProPacific Builders Corp.

	TIME I	OST		_	_
1	A. Per	miting Application:			
	1.	Supporting Documents		9	C
	2.	New Requirements		14	C
	3.	GEPA Processing	127-27	100	CI
	4.	DPW Processing	120-13	107	C
E	. Pen	mit Conditions:			
	1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69	CI
	2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72	CI
C	Tota	1:		271	C
C.	Tota			371	CI
	IME I	REQUESTED: nit Process:		371	CI
T	IME I	REQUESTED:		104	CI
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T	IME I . Perr	REQUESTED:  mit Process:  Anticipated Bldg. Permit released on approved (actual released: From March 15, 2019 to June 27)  mit Conditions:	7, 2019	104	









# **Enclosure 2**



# 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

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:

- 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.
- 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.
- 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. Gutierez Project Manager

ProPacific Builder Corp.

Noted:

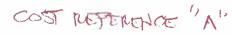
Jean Yeon Yu President

ProPacific Builder Corp.

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

S	ost Adju	stmen	t Due t	o DPW F	Cost Adjustment Due to DPW Permit Conditions			
4		 g	Cost on ]	Cost on Existing Contract	Itract	0	Change Order Cost	der Cost
nescripnon	Contract	S\$	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	9	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		8	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
Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":			
Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	95	, tal	8 131 20
Number of Set-ups (& Removal)		107	盟	20.00	See Cost Reference "C"	168	F. F.	3 360 00
Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	е	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)			1	167.66	See Cost Reference "D"	188	WD	31,521.00
					SUB-TOTAL			177,749.09
			-		Overhead & Profit (15%)			26,662.36
		24			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





# **Government of Guam**

Intra-Office Memorandum RECEIVED

JUN 2 1 2019

TREASURER OF GLVM ONE STOP OFFICE

INITIAL

Date:

HEP-19-007

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:	515-004-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 04/00000000001

CASHIER

TOGQUICV

PAY METHOD CHECK AMOUNT

\$175.00

REFERENCE

#####-007

DOCUMENT

PROPACIFIC

NO

BLDR

TAX TYPE TRUOMA

310056204 \$175,00

TOP COPY-MERCHANT BOT COPY-CUSTOMER

Signature of Authorizing Agent/ Issuing Office

122



# **Customer Payment Information Sheet**

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

	DZSP 21 LLC BLDG 100 NBG COMPLEX SANTA RITA, GU 96915	k: ine along Rte 4 in the intersection of O'Brian drive and install iles along Rte 4 in Hagatna in the intersection of O'Brian Drive n of Marine Drive.	
•	10/19/2018 09:47:22  CREDIT CARD  MC SALE  CARD # XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Payment Information thod of payment:  Cash Check	
	SEQ #:         0001           Batch #:         001519           Approval Code:         016743           Enby Method:         Manual           Mode:         Online           Tax Amount:         40.00	ta credit card, please fill in the following information:	
	SALE AMOUNT \$1650.00	Expiration Date:	
	Customer Copy	VISA or MASTERGARD	
	(NOTE: Failure to provi	de this information will cause delay in processing payment). Please orm to: DZSP21CommercialProject@dzsp21.com or fax it to 671-	
	UOR No./ Cost Estimate	No. Project Abbreviation	
	KL10 +	20 3 WELLE DIVIS	
	FIN-F-0004 R5 Prima Effective data: 18 SEPT 201	d document may be obsolete verify before use Printed on: 9/20/2017	



B5 145-2019 WO# 691604

# ANNEX 1501 FACILITIES MANAGEMENT AND ENGINEERING SERVICES Abbrev: VFMDIG

CLEARING ELEMENTS		completed by DZSP 21)		
		RE	MARKS	SIGNATURE
1. NAVY ELECTRICAL DISTRIBUTION		See attached clearance.		SABER.MILDRED SABEMA, DRED A 1700 R. 1267342004 Deat. 2011 A 1700 11000
2. NAVY POTABLE WATER DISTRIBUTION		See attached clearance.		SABER, MILDRED SABER MEDICAL 136 R. 1267342004 One 201900.00 1201
3. NAVY STEAM DISTRIBUTION		N/A		
4. NAVY WASTE WATER DISTRIBUTION		See attached clearance.		SABER,MILDRED. ORGAN, SAME AND
5. ENVIRONMENTAL		(See attached Clearance, reference Fe	rm. no. ENV-F-0120/Annex 18	100 document)
SECTION E - CLEARANCE REVIEW/APPR	AVOS	L (To be completed by NAVFACM	URIANAS, coordinated by i	DZSP21)
I. NAVY COMMUNICATION LINE (by BaseCom	nm)	See attached clearance.		SABER.MILDRED SARRAGDERA TASK R.1.267342004 Date 201901.06 17916
R. HAVY POL (by Fuel Division)		N/A		
ECTION F - CLEARANCE REVIEW/APPRI	OVA	(To be provided by Requester)	4	
OTHERS (Non MAVY Utilities) (by respective owner	ir)			
S GTA TELEGUAM	GPA GWA	rs (Specify)	(See attached Clearance of	documents submitted by CME/Requester)
ECTION G - ESS/UNEXPLODED ORDINAL				
er Explosives Safety Submission Munitions Re IOTE: For DZSP21 Internal requests and DZSP2	21 con	tracted work, Excevation Permit will n	ot be approved without ESS Co	umpilance. For all others, <u>ESS Compilance is</u>
OTE: For DZSP21 Internal requests and DZSP2 as responsibility of the requestion Deporture	21 con ent/Ac	tracted work, Excevation Permit will n	ot be approved without ESS Co	ampliance. For all others, <u>ESS Comolience is</u> requirements.
OTE: For OZSP21 Internal requests and OZSP2 ht researchiller of the prevention Department HELHOOD AREA in JAM ESS Figures 1-2 Series)	21 con ent/Ac	stracted work, Excevation Permit will n white (See section 81). Contact NBG P	ot be approved without ESS Co WD 333-1526 for compliance i	regultuments.
OTE: For OZSP21 Internal requests and OZSP2 In resemblifity of the presenting Department INELHODO AREA  or INM ESS Figures 3-2 Series)  ] Not Applicable (Non DoD Project) ] Low (Green)  ] Moderate (Yellow) or High (Red). Site requires compliance for the construction footstrint to applicable dentits	21 content/Ac COME No ac NOT : substa	tracted work, Excuration Permit will n shring (See section &L). Contact NBG P PLANCE ction required ahead of construction. & charud. Actions required ahead of con artial endangerment to personnel and Il areas, emergency excuration on exist	of be approved without ESS Co WD 333-1326 for compliance in construction altershall be mana struction. Area is a safety haza the local population. Ing utility trench footprint is ding utility trench footprint is ding	requirements.  Iged as a low likelihood.  and and may constitute an imminent and lesignated as occurring in a low likelihood.
IOTE: For OZSP21 Internal requests and DZSP2 be resemblified of the powershap REEHOOD AREA see IMM ESS Figures 3-2 Series)  ] Not Applicable (Non DoD Project) ] Low (Green)  ] Moderate (Yallow) or High (Red). Site requires compliance for the construction flootprint to applicable depths	21 content/Ac COME No ac NOT a substi	tracted work, Excavation Permit will n shifts (See section 84). Contact NBG P PLANCE ction required ahead of construction. & charus! Actions required ahead of con antial andangerment to personnel and il areas, emergency excavation on exist occed with Excavation per Anomaly A	of be approved without ESS Co WD 333-1326 for compliance of construction after shall be mana struction. Area is a safety haze the local population. ling utility trench footprint is d roldpince technique as per JRM	requirements.  Iged as a low likelihood.  and and may constitute an imminent and lesignated as occurring in a low likelihood.
OTE: For OZSP21 Internal requests and OZSP2 In resemblifity of the presenting Department INELHODO AREA  or INM ESS Figures 3-2 Series)  ] Not Applicable (Non DoD Project) ] Low (Green)  ] Moderate (Yellow) or High (Red). Site requires compliance for the construction footstrint to applicable dentits	COMMINION ROLL REPORT AND THE SUBSTITUTE AND THE SU	tracted work, Excavation Permit will natifity (See section 81). Contact NBG P. PLANCE  Ition required ahead of construction, Contact NBG P.  Ition required ahead of construction, Contact NBG P.  Ition required ahead of construction of construction required ahead of construction required ahead of construction on exist occeed with Excavation per Anomaly A:  PPROVAL (To be completed by Da  TION, and call the following:  1760/7338  Support Center (SSC) at 339-4400.  BK, and contact NAVFAC Environments	of be approved without ESS Co WD 333-1326 for compliance of construction afte shall be mana struction. Area is a safety haze the local population. Ing utility trench footprint is d roldance technique as per JRM SP 21)	requirements.  Iged as a low likelihood.  and and may constitute an imminent and lesignated as occurring in a low likelihood.

PME-F-0004 (a) Rev. 9 Effective: 04-AUG-16

Printed document may be obsolete - validate before use

Printed Date: 04-AUG-15



	S15-006- EPA TRAFFIC CONTROL	SIGNS	TRAFFIC SIGNS	Wordings	Black legend END ROAD WORK background.		RIGHT LANE MUST White background THEN RIGHT		RIGHT LANE CLOSE AHEAD		LEFT LANE MUST TURN LEFT	CLOSED AHEAD		MEDIAN LANE CLOSED AHEAD	ROAD WORK AHEAD		CLOSED AHEAD	CENTER TURNING LANE CLOSED AHEAD	LANE CLOSED AHEAD & MERGE LEFT
	ACTIVITIES	PHASES OF WORKS		Description	Black legend on an Orange background.	reflectorized	Black legend and border on a White background	reflectortood	Diamond-shaped with Black symbol or message and border on an Orange background.	*reflectorized	Black legend and border on a White background	Diamond-shaped with Black symbol or message and border on an Orange background.	"reflectorized"	Diamond-shaped with Black symbol or message and border on an Orange background.	Diamond-shaped with Black symbol or message and border on an Orange background.	reflectorized	Damond-shaped with Black symbol or message and border on an Orange background.	Clamond-shaped with Black symbol or message and border on an Orange background.	Black legend and border on a White background
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Re-routing Advisory Boards				-	=						0		1 8		-	, =				100.1	_	3	

# Invoice **Pacific Signshop** Physical Address: 1270 N. Marine Mailing Address: 111 Chalan Balako PMB 565 Corps Drive Dededo Guam 96929 Ste 105 Upper Tumon, Guam 96913 Phone: 649-3581/888-5880/483-5650 Fax: 649-5650 Email: psignshop@gmail.com/ psgushop2@gmail.com Date Invoice# 8/19/2019 19-08-0079 Bill To PROPACIFIC BUILDERS S) 5-806-EPA Atm: BRO. JERLIE Ce: 888-5602 ME 4 GINA Tel: 477-3109 P.O. No. Terms Fax:477-7424 30 days Quantity Despription Rate Amount a 36" x 36" Reflective vinyl print mounted on galvanize MRGE LINE ( symbol ) 75,00 150.00 PACH (C STEM SHOP 1270 NORTH CONT DR 57E 1M5 LAMMING, GD SE913 (677) 649 3581 Back I(n: 1394 Merchant IO: 9487 Yerm ID: 001 30.00 Sale OH/PMFTT/575 51PV. (21%) 20.00 XXXXXXXXXXXXX6598 56. 50 MASTERCARD Entry Method: Chip Amount: \$ 150.00 EXCH Tax: 0.00 Total: \$ 150.00 08/19/19 19:39:52 Inv II: 000004 Appr Code: 064290 Approd: Online Batch#: 230001 Retrieval Ref. N: 34219277 MasterCard AlO: AŭGNGNON-HULŬ TSI: E800 TVR: 9006089800 Customer Copy Term net 30, this invoices 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 ate. In case of default, addressee is responsible for collection cost of up to 33-13% in referred to \$150.00 Total illection agency, and for attorneys & court filing fee if referred for legal action. Print & Signature

# Invoice

# 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

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

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

PROPACIFIC BUILDERS Attn: Bro. JERLIE Ce: 888-5602 Tel: 477-3109 Fax:477-7424	115DRY BOARDS	P.O. No.	Terms
Fax.4/1-/424			30 days
Quantity	Description	Rate	Amount
Project: GWA  3 ea. 4' x 8' Ban  Discount	A Route 4 Sign	160.00 -30.00	
PACIFIC SIGN SAMP 1270 MARIN CORP DR STE 105 Installin, GU 98913 (671) 649 3581 and ID: 1394 in Chart FP: 948; in ID: 681		10 2 2 3 50 = 63 c	168.55
Sale  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	OH/PROPIT/STESMP.	(21 /c)	1,218-55 255.90
65/19     69:07:16       65/19     69:07:16       65/19     Appr Code: 01:92/J       rvd: Online     Batch#: 185001       rteval Ref.M: 3185a434     Patch#: 185001			Pald 07/05/19
Ler Card - A080000041610 - E800 - 00000000000 - Custoner Copy			- mc -
_3 18	le within 30 days. month will be added to any invoice not paid w/in 30 responsible for collection cost of up to 33-13% in m & court filing fees if referred for legal action.		\$450.00

INVOICE

Mailing Address: P.O.Box 9984

Business Address: 252-1 Mabini Street (671) 864-9963

City, State, ZIP: Tamuning, GUAM 96931

Dededo, Guam 96912

Business Lisence 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 PLNETS

Sales Tax Rate:

0.00%

QUANTITY			EACH	AMOUNT
3	Arrow Board Solar assisted 15 LE	D light with batteries mounted	\$10,999.00	\$32,997.00
	on trailer. Dimesions:100"x96"x	92" Weight (approx.): 420 kg (920 lb.) ea		
3	Replacement Taillights for arro	w Board F	Free of Charge	
8 Tire ring replacement for D		ıs	Free of Charge	
- 1		sı	JBTOTAL	\$32,997.00
i	**** Product lead time is 2 Weel	ks ARO INI	LAND FREIGHT	INCLUDED
		OCEAN FREIG	HT / DELIVERY	
		IN	SURANCE	\$0.00
		TA	х	INCLUDED
		το	TAL	\$32,997.00
				\$32,997.00
re:Gerald [	NQUIRIES TO:	MAKE ALL CHECKS PAYABLE T Nico Electronics	ro:	PAY THIS AMOUNT

Name:Gerald Driza (671) 864-9963 nicoelectronics@guam.net

nicoelectronics10@gmail.com

Nico Electronics Gerald V. Driza Address: P.O.Box 9984

City, State, ZIP: Tamuning, Guam 96931

THANK YOU FOR YOUR BUSINESSI

ARROW PANELS - 10,999.00

SHIPPING COST - 3,140.00

19,139.00

Page 1 of 1



P.O. Box 6067 • Tamuning, Guam 96931

Tel: (671) 646-2853/54 • Fax: (671) 646-285\( \frac{1}{2}\) nvoice No: SI1907172 Invoice Date: 09/11/2019

INVOICE

Bill To :

NICO ELECTRONICS (NICOE1501)

SIS ODE-EPL PETE 4 6MA

Job Type/Job No : SI / SI1902336GUM Flight/Vessel No: RJ PFEIFFER 445"

MAWB/MBL No. : 7012808

HAWB/RBL No. : CTIBGUM194482LAX : Pay Immediately : 09/14/2019 Credit Terms Due Date

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			Example 1
Bank Details :			3,140,00
BANK OF GUAM			
P. O. Box BW			
Hagatna Guam 96932			
ACCT. NAME: CTSI LOGISTICS			
ACCT. NO.0102-071693			

Total Amount

9,420.08

Prepared By:

Alsa Pineda Signiture over printed name

\* SHIPPING COST OF ARROW BOLANT

Authorized Signature

Please read cerefully - additional terms and conditions.

Please mad carefully - additional terms and conditions

1. Customer by signing this invoice expressly agrees with all the terms and conditions harred,

2. Overche amounts refer to those accounts not paid within 30 days after each separate
transaction. In the swent of tate payment, CTSI may convert your account to "Cash Basis"
Only" and tele panelty charge of 1.5% per month shall be assessed on over due accounts.

3. If your account is referred to an attorney or collection agency for collection, your shall be
required to pay collection charges, cost of sulfet), and reasonable atterney's fees,

4. If you have any question on the above transaction(s), or any portion of this invoice, you shall
communicate your questions to CTSI in writing within 10 days from receipt of this invoice.

3. You will be required to pay 325.00 fee for each chact returned by the bent.

8. For credit card payment, a convenience fee applies.

JUSTOMER'S COPY - WHITE . FINANCE COPY - YELLOW . MASTER COPY - GREEN

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





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	4	13
2	August	31	1	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
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
Note:	Health Insurance was not i				Sub-total	167.66488
	Workers only, the heavy ed	quipment idle ti	me was not includ	ed.	Work days	188
					Manpower Idle Time Cost	31,521.00



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 R	EQUIREMENTS			V HER T	Essign of
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
CONSTRUC	TION		-	755.75	
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.				1,500.00	33,000.00
4.1	Installation of new 12" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	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.		461.00	2,000.00	922,000.00
6.1	Removal of exisiting 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#, 815-006-EPA

# **COST ADJUSTMENT FOR ACCELERATED WORK ALONG ROUTE 4**

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
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	Additonal 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 Institutorn
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 @ \$ 600.00				
	Power generator & gasoline @ 800.00				
	Labor - 1 guy @ \$260/day @ 15 days				
	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				
- 5	Vacuum for erosion control @ \$ 450.00				
	Labor for removing & disposal of sediments- 2 guys @ \$150/day @ 16 days				
	TOTAL COST				90,223.20

# Route 4 Relief Sewer Line Rehabilitation And Replacement GWA Project No#. \$15-006-EPA

# **CHANGE ORDER TO ACCELERATE WORK AT SMH-181A**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	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
1.0	Labor - 3 guys ( w/ 1 Certified Installer & 1 Confined Spaced Competent Person)	LS	1.00	3,600.00	3,600.00
		SUB-TOTAL			7,156.0D
		Overhead & Profit (15%)			1,073.40
		\$UB-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.			<u></u>	by Institutorm
5.0	Ground water pumping/dewatering.	EA	1.00	4,500.00	4,500.00
	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
6.0	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
Q	TOTAL COST	1000	, S . U		\$21,658.15

No additional time

Exhibit C

Change order awaiting approvals

# 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. 3**

Project No. & Title:		Route 4 Relief Sewerline Rehabilitation and Replacement							
		GWA Project No. S15-006-EPA							
Contractor's Name:		ProPacific Builders Corporation	Orig	inal Contract Date:	September 13, 2018				
TO:		uilders Corporation							
You are direc	ted to make ch	nanges noted below in the subject contr	act. The changes are accepted	d by:					
Contractor R	epresentative (	(Print Name & Title)	PRE	EPARED BY:					
			John	n Riegel P.E.	Date				
			Man	naging Engineer					
Signature		Date							
G.L. NO.		S202.105321.420000							
Contract No	.——	795 OS							
Vendor No.:		26731	Bari	bara Cruz	Date				
Amount:		\$58,378.00		ng Chief Engineer					
		. ,		0					
Enclosures:	1) ProPacifi	iditional cost is \$58,378 and the total	ıbmittal	2 days.					
	2) EINIFSCO	recommendation for Change Order I	NO.5 WITH EVALUATION						
The changes	s result in the	following adjustment of contract price	e and time:						
Contract price	e prior to this o	hange order			\$3,796,489.54				
		om this Change Order (subject to appro	ved terms & conditions)		\$58,378.00				
		ding this Change Order			\$3,854,867.54				
		hange Order <u>673</u> calendar days							
	-	Change Order <u>52</u> calendar days ling this Change Order <u>725</u> calendar day	NO.						
	FUNDS AVAIL		/5						
CERTIFIED	ONDO AVAIL	ADEL.							
Taling M. Ta	itano								
Chief Financi	ial Officer, GW	A							
Date:									
			APPROVED:						
		-	Miguel C. Bordallo, P		(Name & Title)				
			General Manager	_	Finance/Accounting				
			Conoral Manager		Date:				
			Date:		1				

# EMPSCO

# Exhibit C (continued)

# **ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION**

1998 ARMY DRIVE, ROUTE 16, 2/F EMPSCO BLDG., DEDEDO, GUAM 96929 🗆 PO BOX 21794 GMF, BARRIGADA, GU 96921 🗆 TEL (671) 6384716 /6385716 🗆 FAX (671) 6382136

July 24, 2020

Thomas F. Cruz, P.E.

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

Attention: John Riegel, P.E.

Senior Manager Brown & Caldwell

Subject: GWA Project No. S15-006-EPA, Route 4 Relief Sewer line Rehabilitation and

Replacement\_(Schedule A)

Construction Manager Recommendation for Approval of Change Order No. 3

Reference: ProPacific Builder Corp. - Change Order Proposal no. 4 Request for Change Order

with Time Extension

ProPacific Builder Corp. - Change Order Proposal no. 5 Change of Scope Due to

Change in Design.

Gentlemen,

Reference is made to ProPacific Change order proposal reference as above.

We are endorsing our recommendation for the approval of Change Order no. 3 in the amount of **Fifty-Eight Thousand Three Hundred Seventy-Eight and 00/100 (\$58,378.00)** for the additional cost the Contractor incur on the project due to the following:

I. PCO no. 4 – Request for Cost and Time Extension

PPBC claim to PCO no. 4 for additional time extension due to the following:

- a. In addition to the utilities shown on the contract drawings and marked by utility agencies, multiple unknown underground utilities of different depths were continuously uncovered which slowdown the excavation and trenching works and makes pipe laying harder than expected.
- b. Modification of trench boxes, provide and install hanger supports, manually excavate for days, manually chipped and carry big rocks because bucket cannot fit in the openings, cut the pipes to be laid on tight spaces, and wait for utility agencies to inspect the exposed utility lines before to proceed.
- c. The uncovered DOCOMO Pacific Line is 7 feet off from the marking with a depth of more than 12 feet and crosses on the level of the proposed sewer line and needs to be re-routed before to continue on the excavation and laying of new pipe.



- d. Guam EPA is implementing strict requirements on the dewatering system and frequently ordered the Contractor to stop the dewatering activities until they satisfied with the modification they required. With dewatering activities on hold, the Contractor shall need to stop the trench excavation work.
- e. DPW Stop-work order Guam DPW issued a "Stop Work Oder" last November 9, 2019, in the wrong notion that the Contractor was dumping sewage on a storm drain. It cost 2 workdays before they lift the stop-work order showing and explained the existing filtration system.
- f. Traffic Accident Someone hit our traffic control on the night of December 30, 2019, at around 11:00 PM even though the Contractor traffic controls are set-up & functioning properly.
- g. Unavailability of the Archeological Monitoring Critical scheduled activities last Jan 22-23, 2020 was canceled due to unavailability of an archeological monitor even though an advance notice and schedule for the excavation and trenching work.

# II. PCO no. 5 – Change of Scope Due to Change in Design.

a. In compliance with the changes in plans and specifications to accommodate the request of Guam DPW- Highway division during the permitting stage to lessen the affected traffic specifically at Route 4 – O'Brian intersection which led to the design change. Although ProPacific spend more work due to changes and agreed during our progress meeting, ProPacific shall equate this change with NO addition nor reduction on the original contract price relating to these changes.

EMPSCO has completed price negotiation PCO no. 4 with ProPacific on July 13, 2020. The original change order cost and time proposal were \$ 354,196.49 with eighty-four (84) calendar days. EMPSCO negotiated with ProPacific to lower the original cost based on our actual CM log notes and cost evaluation. Based on our determination, we find the negotiated total amount of \$58,378.00 with an additional forty-five (45) calendar days as fair and reasonable and in the best interest of GWA.

Should you have any questions and concerns, please do not hesitate to contact or email our office.

Very Truly,

**EMPSCO Engineering Consultants** 

Tyrone de Guzman, P.E.

Project Manager

Email: tyrone.deguzman@empsco.net



# Enclosure:

- a. Contract Change Notice
- b. Cost Evaluation for Extra Cost incurred due to Unknown Underground Utilities
- c. Summary of Cost
- d. ProPacific & EMPSCO negotiation for PCO no. 4
- e. ProPacific Builder Corp. PCO no. 4
- f. ProPacific Builder Corp. PCO no. 5

# **CONTRACT CHANGE NOTICE**

Proposed Change (P/C) N	No: <u>04</u>		Date:	6/26/2020	
1. Contract/Title:	GWA Project No. S Replacement	615-006-EPA, Route 4 Relief	Sewer Lin	e Rehabilitation and	
2. Description	ProPacific Builder Co	orp. Proposed Change order	no. 4 - Req	uest for Cost and Time E	xtension
Est. Amt**: \$	335,460.17	Est. Time Ext.: 84CD		MOD Code:	
3. Written Customer Requ	uest Date:	06/03/2020			
4. Reason/justification:	mult whice expect  Mod days cut t expo  The than befo  Gua orde mod to st  DPV in th work syst  Traff arou prop	ddition to the utilities shown on tiple unknown underground utilich slowdown the excavation arected.  diffication of trench boxes, proving a manually chipped and carry the pipes to be laid on ta tight should be a manually chipped and carry the pipes to be laid on ta tight should be a uncovered DOCOMO Pacific and 12 feet and crosses on the lefter to continue on the excavation and EPA is implementing strict or a mere to continue on the excavation work and the Contractor to stop the diffication they required. With determined the contractor of the trench excavation work and the trench excavation work and the contractor of the trench excavation work and the trench excavation work and the contractor of the trench excavation work and the trench excavation work are the contractor to stop the excavation work and the excavation work and the contractor to stop the excavation work and the exca	lities of differ and trenching ide and installing ide and idea and ide	rent depts were continuous works and makes pipe lay works and makes pipe lay all hanger supports, manual cause bucket cannot fit in wait for utility agencies to toff from the marking with oposed sewer line and neg of new pipe son the dewatering system activities until they satisfied tivities on hold, the Contrastivities on hold, the Contrastivities on hold, the Contrastivities on the devalue on a storm howing and explained the traffic controls are set-up at a critical scheduled activities an archeological monitor	sly uncovered ying harder than ally excavate for the openings, inspect the a depth of more ed to be re-routed and frequently ed with the actor shall need exember 9, 2019, a drain. It cost 2 existing filtration are 30, 2019, at & functioning des last Jan 22-
5. Is Mod within Scope?	Yes X	No 🗌	If "No" refe	er for further processing	

# **CONTRACT CHANGE NOTICE**

Proposed Change (P/C) N	lo: <u>(</u>	<u>)5</u>		Date:	6/20/2020	
1. Contract/Title:	GWA Project Replacement	No. S15-006-EF	A, Route 4 Relie	f Sewer Lin	e Rehabilitation and	
2. Description	ProPacific Buil	der Corp. Propo	sed Change order	no. 5 – Char	nge of Scope Due to Cha	nge in Design
Est. Amt**:		<b>0</b> Est. Tir	ne Ext.: 0		MOD Code:	
3. Written Customer Requ	uest Date:	06/20/20	20			
4. Reason/justification:	Guam specifi ProPa ProPa	DPW- Highway cally at Route 4 cific spend more	division during the O'Brian intersect work due to chan this change with	e permitting tion which le ges and agr	cations to accommodate stage to lessen the affected to the design change. The reed during our progress nor reduction on the original state.	ted traffic Although meeting,
5. Is Mod within Scope?:	Yes	X	No 🗌	If "No" refe	er for further processing	



# EMPSCO ENGINEERING CONSULTANTS

# CM cost evaluation for Extra Cost Incurred Due to Unknown UG Lines

Civi cost evaluation for Extra Cost incurred Due to	Olikilo	WIII OG L						
Description	Qty	Unit	ProPacific Unit Cost	PoPacific Amount	CM Qty Evaluation	CM Evaluated Unit Cost	CM TOTAL Amount	Comments/ Variance Explanation
Manpower								
Project Manager	2.76667	Mo.	\$6,000.00	\$16,600.00	0.75	\$6,000.00	\$4,500.00	We can only allow 75% efficiency for 1 Mo. of time due to UG Utilities and actual performance.
Project Engineer	2.76667	Mo.	\$4,000.00	\$11,066.67	0	\$4,000.00	\$0.00	NO Project engineer on-site. Claim is DENIED.
Site Super-intendent	2.76667	Mo.	\$4,000.00	\$11,066.67	0.75	\$4,000.00	\$3,000.00	We can only allow 75% efficiency for 1 Mo. of time due to UG Utilities and actual performance.
Foreman	112	MH	\$23.00	\$2,576.00	112	\$20.00	\$2,240.00	Unit cost and qty was based on actual work.
Carpenter	150	MH	\$21.53	\$3,229.50	112	\$15.49	\$1,734.88	Unit cost and qty was based on actual work.
Mason	176	MH	\$21.53	\$3,789.28	112	\$14.92	\$1,671.04	Unit cost and qty was based on actual work.
Operator	286	MH	\$19.38	\$5,541.82	112	\$18.00	\$2,016.00	Unit cost and qty was based on actual work.
Helpers	1000.5	МН	\$15.10	\$15,107.55	0	\$14.10	\$0.00	Based on CM logs, You are deficient on this manpower The claim is DENIED.
			Sub-total	\$68,977.49			\$15,161.92	
Equipments								
Escavators (2 each) including fuel @ \$120/Hr	83	Days	\$ 960.00	\$ 79,680.00	30	\$470.00	\$14,100.00	See CM estimate based on rent and fuel charges.
Backhoe/ Loader including fuel @ \$65/Hr	83	Days	\$ 520.00	\$ 43,160.00	0	\$520.00	\$0.00	The claim is DENIED; it was Contractor's decision to use a Backhoe for extra equipment for excavation work.
Pumps & Accessories	83	Days	\$ -					
SL-6764 (5 sets @ 180/set)	55	Days	\$ 900.00	\$ 49,500.00	22	\$539.43	\$11,867.46	
SL-6784A (3 sets @ 180/set)	28	Days	\$ 540.00	\$ 15,120.00	22	\$323.65	\$7,120.30	See CM estimate based on rent and fuel charges.
Dewatering box, hoses & pipes	1	Sets	\$ -					
Traffic Control (sign, concrete barriers, traffic drums)	2	Sets	\$ -					
Arrow Lights	3	Sets	\$ -					
ESC Control	2	Sets	\$ -					
Safety equipments (trench boxes, shoring jacks, plyforms, hanger supports, & straps, etc.	1	LS	\$ -					
			Sub-total	\$ 187,460.00			\$33,087.76	
			Total Cost	\$ 256,437.49			\$48,249.68	
	0	verhead &	Profit (15%)	\$ 38,465.62			\$7,237.45	
			Sub-total	\$ 294,903.12			\$55,487.13	
			GRT (5.21%)	\$ 15,364.45			\$2,890.88	
	Total La	abor & Equ	ipment Cost	\$ 310,267.57			\$58,378.00	
extra Material Cost								
Items	Qty		Unit	Amount	Qty	Unit	Amount	
Pipes	4		EA	d 20 024 55	0	EA	\$0.00	The claim is DENIED; Extra Material Cost is part of the
Couplings	4		EA	\$ 20,821.80	0	EA	\$0.00	contract requirements.
	0	verhead &	Profit (15%)	\$ 3,123.27			\$0.00	
							\$0.00	
GRT (5.21%)							\$0.00	
			. ,	\$ 25,192.61			\$0.00	
TOTAL LABOR, EQUIPMENTS & MATERIAL COST								Cost claim allowed. See Summary Table.



### EMPSCO ENGINEERING CONSULTANTS

CM cost evaluation for Equipments

I. Escavator (30ton)

1 Excavator - \$6,000 per month

fuel

75 gallon (5 days) x \$3.50 x 4 weeks = \$1,050 per month for 1 Escavator

### 2 Excavator cost = (\$6000x2) + (\$1,050x2) = \$14,100.00

### II. Pumps

4" trash pump - \$ 449/week x 4 week x 5 pumps = \$8,980.00

7.5 gal/day x 5 sets x \$3.50 x 22 day = \$2,887.50

5 set pump w/ fuel = \$11,867.50

3 set pump w/ fuel = \$7,120.50



# SUMMARY OF CM'S TIME AND COST EVALUATION BASED ON PROPACIFIC' CLAIM

No.	Description	Time Claim (days)	ProPacific Cost proposal	CM (EMPSCO) allowed Time (Calendar days)	CM Cost Evaluation	NOTES
1	DPW permit condtions requirement	0	\$0	0	\$0	CM substantiated and confirmed.
2	GEPA Stop Dewatering Order	21	\$0	5	\$0	CM allowed 5 days per CM logs.
3	Unavailability of the Archeological monitor	7	\$0	7	\$0	CM substantiated and confirmed.
4	DPW Stop Work Order	2	\$0	2	\$0	CM substantiated and confirmed.
5	Traffic Crash	1	\$0	1	\$0	CM substantiated and confirmed.
6	Unknown UG Utilities	83	\$335,460.17	30	\$58,378.00	Refer to CM cost evaluation for Unknown utilities
7	DOCOMO Pacific Line	8	\$18,736.32	0	\$0	Considered on Item 6.
8	COVID 19 Lockdown Work Suspension	7	\$0	0	\$0	The claim is DENIED.
9	CIPP Leaks	221	\$0	0	\$0	The claim is DENIED.
10	Adverse Weather Condition	16.5	\$0	0	\$0	The claim is DENIED.
11	Change of Scope due to Change in Design	0	\$0	0	\$0	CM substantiated and confirmed.
	TOTAL	366.5	\$354,196.49	45	\$58,378.00	TOTAL OF 45 calendar days w/ cost associated.

## ProPacific Builder Corp. and EMPSCO (CM) negotiation for PCO no. 4



### **ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION**

1998 ARMY DRIVE, ROUTE 16, 2/F EMPSCO BLDG., DEDEDO, GUAM 96929 🗆 PO BOX 21794 GMF, BARRIGADA, GU 96921 🗆 TEL (671) 6384716 /6385716 🗆 FAX (671) 6382136

June 26, 2020

Jerlie M. Gutierrez Project Manager ProPacific Builder's Corp.

Project: GWA Project No. S15-006-EPA, Route 4 Relief Sewer line Rehabilitation, and Replacement Proposed Change Order no. 04 (Schedule A)

Subject: ProPacific Builder Corporation - Change Order Proposal no.04\_Request for Cost & Time Extension

Jerlie,

Reference is made to ProPacific proposed Change order no. 4 subject as above. The following are the CM review responses and evaluation for ProPacific's time and cost claim:

### ITEM NO. 1:

• DPW permit conditions required that work in the jobsite will start from 9:00 AM only and shall be out of the jobsite by 4:00 PM. Setting of dewatering pumps and other equipments mostly take an hour before dewatering can start. And because of heavy drawdown of groundwater especially during high tide, raining or after the rain, the actual start of excavation and trenching is already in the afternoon and by 3:30 PM the crew have to demobilized to comply to DPW requirement of 4:00 PM clear which only gives a few hours of actual work, mostly only 2-1/2 production hours daily. (Please see attachment "A").

CM (EMPSCO) Review Response: PROPACIFIC claim for reduced work hours per DPW requirement was approved under CO#1. The period covered was from December 20, 2019, to July 17, 2020. During COVID-19 lockdown March 23 up to the present, PPBC was able to perform a full 8 hours working time frame.

### ITEM NO. 2:

• DPW-Highway Division people are not flexible and do not accept even sensible requests on TTCP. Their permit conditions gave us a very limited space to work on. The excavator cannot freely turn around without stopping the traffic because the space is not enough for it to turn and dump the excavated material from the trench to stockpile. We requested for the innerlane of the opposite direction to them during the permitting process but they did not agree (they agree later on because the project is taking longer than schedule).

CM (EMPSCO) Review Response: Claim is DENIED. Per Section 01 51 00, the Contractor is required to submit a modified traffic control plan. The design, implementation, and associated costs for the Contractor's modified Traffic control plans and obtaining approvals shall be the total responsibility of the Contractor. NO additional time will be allowed for the design and processing for the approval of the Contractor's modified traffic control plans. Under Change order no.1, ProPacific was granted time adjustment to compensate for unusual permitting process.



### ITEM NO. 3:

Heavy ground water drawdown than anticipated especially during raining, after the rain, and during high
tide. Groundwater rise & fall based on the tide of seawater level. Multiple dewatering pumps have a
little effect to drain trench during high tide. There were days we cannot lower the ground water level
like we are just cycling the seawater eventhough we use more pumps than usual and end up no
accomplishment for the day.

CM (EMPSCO) Review Response: CM considers site condition as described by PPBC. However, NO recorded notification was submitted by PPBC as to whether this condition would result in a contract time and contract cost claim.

### ITEM NO. 4:

SHPO stop work on our DPW-approved laydown area affected and altered our jobsite operational system. Due to uncertainty of when will SHPO let us utilize our jobsite laydown area, we were forced to transfer our laydown area and container storage to our vacant lot in Toto to accommodate the incoming off-island and bulky materials such as the pipes, pre-cast manholes, trench boxes, epoxy coatings, traffic drums, and to store & secure our tools and equipments. Because of this, transporting of materials & equipments was added work and delay instead of these being readily available if the storage and

laydown being in the work zone especially when a COVID 19 checkpoint was established near our laydown area. (Please see attachment "B").

CM (EMPSCO) Review Response: Resolution of laydown area is part of mobilization activities and not critical to project scheduled completion. Claim does not justify time or cost adjustments.

### ITEM NO. 5:

• GEPA is implementing very strict requirements on the dewatering systems and frequently ordered us to halt the dewatering activities eventhough we continue to follow their advise. They gave us "Stop Dewatering" order from February 27 to March 18. We spend a lot of construction days cleaning and modifying the dewatering boxes on how they wanted it. With dewatering activity on hold, so were the excavation & trenching and pipe laying have been stopped also. Although we have some minor activities during this time but the excavation & laying of pipes is the critical path. We are requesting for the lost 21 calendar days. (Please see attachment "C").

CM (EMPSCO Review Response: Actual CM Logs notes were shown on Enclosure 2, CM logs part 1. The remaining work starting from 3/12/2020 to 3/18/2020 shall NOT be included due to the Contractor's error on the fabrication of the modified Dewatering filter box.

Timeline of Events Summary:

- 1. GEPA stop dewatering order issued at 11:00 AM, 2/27/2020. Other activities continued for the rest of the day.
- 2. Other activities continued on the following days.
- 3. Modified Dewatering filter box installed but collapsed on 3/12/2020 because of poor and insufficient supports.
- 4. CM allows only additional five (5) days for PPBC lost time due to GEPA Dewatering Stop Order.
- 5. NO Cost claim associated with these events.



### ITEM NO. 6:

Unavailability of the archeological Monitor. Until just recently, excavation and trenching activities is
not allowed without the presence of the archeological monitor. There were days, and in some instances
weeks, we cannot excavate because the archeological monitor is off-island or not available. A separate
change order for this was submitted last February 6, 2020.

CM (EMPSCO) Review Response: ProPacific claim of seven (7) days has been substantiated and confirmed by the CM.

### ITEM NO. 7:

DPW Stop Work Order. A separate change order for this was submitted last February 6, 2020.

CM (EMPSCO) Review Response: ProPacific claim of two (2) days has been substantiated and confirmed by the CM.

### ITEM NO. 8:

Traffic Crash. A separate change order for this was submitted last February 6, 2020.

CM (EMPSCO) Review Response: ProPacific claim of one (1) day has been substantiated and confirmed by the CM.

### ITEM NO. 9:

• Unknown UG Lines. Aside from the ones shown on the drawings and those marked by utility agencies, multiple unknown underground utilities of different depths were continuously uncovered which slowdown the excavation & trenching works & makes pipe laying harder than expected. Many times we have to modify or fabricate special size trenchboxes, provide & install hanger supports, manually excavate for days & manually chipped and carry big rocks because bucket cannot fit on the opennings, cut the pipes to be laid so just we can insert them on the tight spaces during pipe laying, and wait for utility agencies to inspect the exposed utility line before we can proceed. We are just spending 2-3 days maximum to lay a pipe on a normal situation but we spend more than a week for each pipe we laid through these criss-crossing utilities. We have also purchased additional pipes and couplings due to these unknown utilities. We request cost of \$ 335,460.17 for labor, equipments, & materials with additional 83 calendar days for this. (Please see attachment "D").

CM (EMPSCO) Review Response: Actual CM Logs notes were shown on Enclosure 2, CM logs part 2.

CM cost evaluation for the proposed cost associated with the time claim is shown on Enclosure 3.

- 1. CM allows only Thirty (30) additional days for PPBC lost time due to unknown underground
- 2. Based on CM cost evaluation, ProPacific's cost claim is \$ 58,378.00 based on extended duration for equipment & labor.
- 3. Please note that deduction costs are considered in the Summary.

### **ITEM NO. 10:**

• The uncovered DOCOMO Pacific line is 7 feet off from the markings with a depth of more than 12 feet and crosses on the level of the proposed sewerline and needs to be rerouted before we can continue on the excavation and laying of new pipe. We spend more than a week (from May 5 to 13) waiting for them rerouting the line eventhough we continuously assisted them on the dewatering and excavation. We are requesting the lost 8 days w/ cost of \$ 18,736.32 for this. (Please see attachment "E").



CM (EMPSCO) Review Response: ProPacific request for 8 days and associated cost due to Docomo lines shall be considered as part of unknown UG lines (Item no. 9). Docomo lines were observed to be in the same location as UG lines described in Item no. 9.

### **ITEM NO. 11:**

COVID 19 lockdown affected the project. Although the project is classified as essential, but the
hardware stores, equipment rentals, and other support business were closed during the 1st lockdown.
And up to now procurement of on-island and other miscellaneous materials is still very hard and time
consuming due to social distancing and limiting costumers inside an establishment which cause
slowdown in the jobsite works.

CM (EMPSCO) Review Response: Claim is DENIED. Refer to the GWA CIP Memo letter, Enclosure 4.

### **ITEM NO. 12:**

COVID 19 lockdown also closes the entire or some divisions of some government agencies and utility
agencies which makes coordination harder. There were times we need to hold on to our ecavation and
trenching activities until a particular issue is inspected and cleared by them.

CM (EMPSCO) Review Response: Claim is DENIED. CM is not aware of any issue. We understand that some government agencies were closed however, CM & GWA made sure GWA provided ProPacific necessary assistance in order not to affect the project scheduled completion.

### **ITEM NO. 13:**

Temporary work suspension due to COVID 19 pandemic from March 23-27. We were forced to
suspend our jobsite activity for a week due to rising COVID 19 cases in Guam especially the first
fatality is a patient of the clinic near our jobsite and that clinic dispose its sewage to the sewerline we
are working on. A letter of justification was sent to GWA-GM for this shutdown as instructed by the
CM. We are requesting the lost 7 days for this. (Please see attachment "F").

CM (EMPSCO) Review Response: Claim is DENIED. Refer to the GWA CIP Memo letter, Enclosure 4.

### **ITEM NO. 14:**

CIPP leaks. We have to wait long time for Insituform/Mocon to finish their CIPP and fix the leaks
before we can proceed with our manhole rehab. Although we have reported to them the strong leaks
we've found since October 30, 2019, it took more than 6 months before they start the repair only for 2
SMH on April 22, but the rest of the manholes were started to be repaired on June 4,2020, a span of 218

days. The total delay up to when they are repaired is 221 calendar days. These CIPP termination leaks have greatly slow us down, more than double our work, and put portion of our works on hold until they fixed the leaks. (Please see attachment "G").

CM (EMPSCO) Review Response: ProPacific claim for a time extension is unrealistic and excessive. CM log notes the following:

- 1. ProPacific still was able to perform other activities during these period.
- 2. Manhole rehabilitation work as per ProPacific schedule is NOT on the critical path.
- 3. PPBC manhole rehabilitation schedule indicated ample float time. Rehabilitation work can rescheduled without affecting the scheduled completion. Although it may affect ProPacific schedule, however, there are some manholes that ProPacific can start work.
- 4. Insituform repair of leaks started on 03/05/2020 and completed 06/09/2020.



- 5. ProPacific DEVIATED from following their approved construction schedule and decided to start manhole rehabilitation on Marine drive.
- 6. This claim is DENIED.

### **ITEM NO. 15:**

Adverse Weather Condition. Rainy days forced us to cancel work and in many times we utilized the day
securing the site for safety and environmental control. The month of September 2019, April 2020, &
May 2020 exceeded the anticipated rain days with 16.5 working days and also greatly impacted our
activities. (Please see attachment "H").

CM (EMPSCO) Review Response: The allowed anticipated rainy days specified under Section 00800, Supplementary General Condition is 41 days since ProPacific has only actually experienced 16.5 working days. The claim is DENIED.

### **ITEM NO. 16:**

We are entering the rainy season. We are expecting more groundwater to pump out in the rainy season
than what we currently pump, erosion and sedimentation control will be harder, more cancellation of
work due to heavy rains or typhoons, and higher volume of sewage flow on the manholes.

CM (EMPSCO) Review Response: The allowed anticipated rainy days specified under Section 00800, Supplementary General Condition is 41 days since ProPacific has only actually experienced 16.5 working days. The claim is DENIED.

CM has reviewed ProPacific recovery plan but has failed to show how to regain compliance with the scheduled completion date at NO cost to GWA. Also, ProPacific's performance has been below average in all areas observed between September 2-13, 2019. Refer to CM letter issued dated September 10, 2019.

CM recommends an **extension time of 45 calendar days** and associated cost claim of \$58,378.00 based on our review and evaluation. Should you agree, we will start processing the documents and submit them to Brown&Caldwell for approval.

Should you have any questions, please do not hesitate to call or email our office.

Very Truly,

**EMPSCO Engineering Consultants** 

Tyrone de Guzman, P.E.

Project Manager

Email: tyrone.deguzman@empsco.net



### SUMMARY OF CM'S TIME AND COST EVALUATION BASED ON PROPACIFIC' CLAIM

No.	Description	Time Claim (days)	ProPacific Cost proposal	CM (EMPSCO) allowed Time (Calendar days)	CM Cost Evaluation	NOTES
1	DPW permit condtions requirement	0	\$0	0	\$0	CM substantiated and confirmed.
2	GEPA Stop Dewatering Order	21	\$0	5	\$0	CM allowed 5 days per CM logs.
3	Unavailability of the Archeological monitor	7	\$0	7	\$0	CM substantiated and confirmed.
4	DPW Stop Work Order	2	\$0	2	\$0	CM substantiated and confirmed.
5	Traffic Crash	1	\$0	1	\$0	CM substantiated and confirmed.
6	Unknown UG Utilities	83	\$335,460.17	30	\$58,378.00	Refer to CM cost evaluation for Unknown utilities
7	DOCOMO Pacific Line	8	\$18,736.32	0	\$0	Considered on Item 6.
8	COVID 19 Lockdown Work Suspension	7	\$0	0	\$0	The claim is DENIED.
9	CIPP Leaks	221	\$0	0	\$0	The claim is DENIED.
10	Adverse Weather Condition	16.5	\$0	0	\$0	The claim is DENIED.
	TOTAL	366.5	\$354,196.49	45	\$58,378.00	TOTAL OF 45 calendar days w/ cost associated.

### **Enclosure 1**



### 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

Date;

June 3, 2020

To:

John Riegel, PE

Program Management, Senior Manager

Brown & Caldwell

Thru:

Tyrone De Guzman, PE

Project Manager

**EMPSCO Engineering Consultants** 

Subject:

REQUEST FOR CHANGE ORDER WITH TIME EXTENSION

Reference:

S15-006-EPA (Schedule A)

Route 4 Relief Sewerline Rehabilitation and Replacement

Dear Mr. Riegel,

We would like to request change order with time extension to successfully finish the project. We have incurred extra cost and delay due to some factors beyond our control that greatly affected our work output and finish the project in time. These are the following:

- DPW permit conditions required that work in the jobsite will start from 9:00 AM only and shall be out of the jobsite by 4:00 PM. Setting of dewatering pumps and other equipments mostly take an hour before dewatering can start. And because of heavy drawdown of groundwater especially during high tide, raining or after the rain, the actual start of excavation and trenching is already in the afternoon and by 3:30 PM the crew have to demobilized to comply to DPW requirement of 4:00 PM clear which only gives a few hours of actual work, mostly only 2-1/2 production hours daily. (Please see attachment "A").
- DPW-Highway Division people are not flexible and do not accept even sensible requests on TTCP.
  Their permit conditions gave us a very limited space to work on. The excavator cannot freely turn
  around without stopping the traffic because the space is not enough for it to turn and dump the
  excavated material from the trench to stockpile. We requested for the innerlane of the opposite direction
  to them during the permitting process but they did not agree (they agree later on because the project is
  taking longer than schedule).
- Heavy ground water drawdown than anticipated especially during raining, after the rain, and during high
  tide. Groundwater rise & fall based on the tide of seawater level. Multiple dewatering pumps have a
  little effect to drain trench during high tide. There were days we cannot lower the ground water level
  like we are just cycling the seawater eventhough we use more pumps than usual and end up no
  accomplishment for the day.
- SHPO stop work on our DPW-approved laydown area affected and altered our jobsite operational
  system. Due to uncertainty of when will SHPO let us utilize our jobsite laydown area, we were forced to
  transfer our laydown area and container storage to our vacant lot in Toto to accomodate the incoming
  off-island and bulky materials such as the pipes, pre-cast manholes, trench boxes, epoxy coatings, traffic
  drums, and to store & secure our tools and equipments. Because of this, transporting of materials &
  equipments was added work and delay instead of these being readily available if the storage and

laydown being in the work zone especially when a COVID 19 checkpoint was established near our laydown area. (*Please see attachment "B"*).

- GEPA is implementing very strict requirements on the dewatering systems and frequently ordered us to halt the dewatering activities eventhough we continue to follow their advise. They gave us "Stop Dewatering" order from February 27 to March 18. We spend a lot of construction days cleaning and modifying the dewatering boxes on how they wanted it. With dewatering activity on hold, so were the excavation & trenching and pipe laying have been stopped also. Although we have some minor activities during this time but the excavation & laying of pipes is the critical path. We are requesting for the lost 21 calendar days. (Please see attachment "C").
- Unavailability of the archeological Monitor. Until just recently, excavation and trenching activities is not allowed without the presence of the archeological monitor. There were days, and in some instances weeks, we cannot excavate because the archeological monitor is off-island or not available. A separate change order for this was submitted last February 6, 2020.
- DPW Stop Work Order. A separate change order for this was submitted last February 6, 2020.
- Traffic Crash. A separate change order for this was submitted last February 6, 2020.
- Unknown UG Lines. Aside from the ones shown on the drawings and those marked by utility agencies, multiple unknown underground utilities of different depths were continuously uncovered which slowdown the excavation & trenching works & makes pipe laying harder than expected. Many times we have to modify or fabricate special size trenchboxes, provide & install hanger supports, manually excavate for days & manually chipped and carry big rocks because bucket cannot fit on the opennings, cut the pipes to be laid so just we can insert them on the tight spaces during pipe laying, and wait for utility agencies to inspect the exposed utility line before we can proceed. We are just spending 2-3 days maximum to lay a pipe on a normal situation but we spend more than a week for each pipe we laid through these criss-crossing utilities. We have also purchased additional pipes and couplings due to these unknown utilities. We request cost of \$ 335,460.17 for labor, equipments, & materials with additional 83 calendar days for this. (Please see attachment "D").
- The uncovered DOCOMO Pacific line is 7 feet off from the markings with a depth of more than 12 feet and crosses on the level of the proposed sewerline and needs to be rerouted before we can continue on the excavation and laying of new pipe. We spend more than a week (from May 5 to 13) waiting for them rerouting the line eventhough we continuously assisted them on the dewatering and excavation. We are requesting the lost 8 days w/ cost of \$ 18,736.32 for this. (Please see attachment "E").
- COVID 19 lockdown affected the project. Although the project is classified as essential, but the hardware stores, equipment rentals, and other support business were closed during the 1st lockdown. And up to now procurement of on-island and other miscellaneous materials is still very hard and time consuming due to social distancing and limiting costumers inside an establishment which cause slowdown in the jobsite works.
- COVID 19 lockdown also closes the entire or some divisions of some government agencies and utility agencies which makes coordination harder. There were times we need to hold on to our ecavation and trenching activities until a particular issue is inspected and cleared by them.
- Temporary work suspension due to COVID 19 pandemic from March 23-27. We were forced to suspend our jobsite activity for a week due to rising COVID 19 cases in Guam especially the first fatality is a patient of the clinic near our jobsite and that clinic dispose its sewage to the sewerline we are working on. A letter of justification was sent to GWA-GM for this shutdown as instructed by the CM. We are requesting the lost 7 days for this. (Please see attachment "F").
- CIPP leaks. We have to wait long time for Insituform/Mocon to finish their CIPP and fix the leaks before we can proceed with our manhole rehab. Although we have reported to them the strong leaks we've found since October 30, 2019, it took more than 6 months before they start the repair only for 2 SMH on April 22, but the rest of the manholes were started to be repaired on June 4,2020, a span of 218

days. The total delay up to when they are repaired is **221 calendar days**. These CIPP termination leaks have greatly slow us down, more than double our work, and put portion of our works on hold until they fixed the leaks. (*Please see attachment "G"*).

- Adverse Weather Condition. Rainy days forced us to cancel work and in many times we utilized the day securing the site for safety and environmental control. The month of September 2019, April 2020, & May 2020 exceeded the anticipated rain days with 16.5 working days and also greatly impacted our activities. (Please see attachment "H").
- We are entering the rainy season. We are expecting more groundwater to pump out in the rainy season than what we currently pump, erosion and sedimentation control will be harder, more cancellation of work due to heavy rains or typhoons, and higher volume of sewage flow on the manholes.

Recognizing most of these hurdles and being cautious on the remaining time of the contract as early as January of this year, we carry out aggressive steps to minimize the delay, improve work progress, and steer the project back on track. These are the following:

- In the start of January 2020, we requested and applied for a modified traffic control (our original request during permitting process) to DPW-Highways Division to allow us to use the other side-inner lane of the road (Red Cross side) so we don't need to wait for the traffic to ease before the excavator can turn around during excavation and the dump trucks can come closer to the stockpile during disposal. DPW approved it on January 16.
- In the start of March 2020, we requested and applied again for 2nd modification of traffic control along the intersection of O'Brien to include the Nanbo Insurance side and it was approved on March 11 so we can have another team for pipe replacement so that works for SL-6764 and SL-6764A will be done simultaneously. During this time, we also started procuring off-island equipments (i.e. water displacement pumps, hoses, & accessories) and deal with heavy equipment rentals that will be assigned for the 2nd team. With the creation of another team to do SL-6764A simultaneous with SL-6764, we progress rapidly and save months of construction time.
- After the approval of the 2nd modification of TTCP, we started fabricating dewatering filter box, sets of trench box for workers protection, concrete barriers, and others to be used by the 2nd team.
- In the start of April 2020, our 2nd team started working for the activities for SL-6764A pipe replacement. With the work for SL-6764A being undertaken by 2nd team simultaneous with SL-6764 by 1st team, we will be able to save months of construction time compared to when there is only a single team.
- In the start of this year we double the size of our jobsite manpower and numbers of our equipments (i.e. dewatering pumps, excavators, dewatering boxes, trench boxes, concrete barriers, compactors, etc.). We also stationed the assigned Alt. Project Manager to be full-time in the jobsite to properly monitor the project recovery process.
- Another crew was created to focus work on manhole rehabilitation only doing the channeling and benching, epoxy coating, & plugging of lateral connections. This is a different crew from the one doing grout injection. They were provide with their own equipments and service vehicles.
- Experiencing the need to cut on multiple pipes just to be able to insert and lay new pipes due to lots of existing underground utilities we have uncovered, we proactively ordered and expedited the delivery for additional pipes & couplings from off-island. All additional major off-island materials and equipments are already on hand.
- We always submit Highway Encroachment Permit renewal and other clearances in advance to avoid project stoppage.
- Continuous coordination with GEPA regarding ESC and dewatering activities.

• Taking advantage of the COVID 19 lockdown that resulted with fewer volume of traffic, we have requested with DPW to allow us to work from 7:30 AM to 5:00 PM instead of only from 9:00 AM to 4:00 PM. In the assistance of GWA-Acting Chief Engineer, DPW approved our request.

With these circumstances that are beyond our control, which have made a great impact on our performance of the contract, we are requesting the **amount of \$ 354,196.49** and although the total delay is 356.5 CD we are just requesting for an **extension of 84 CD** in order for us to complete the project that conforms to our agreement. Based on PPBC's updated construction schedule we can realistically complete the project by October 9, 2020. The remaining time is not sufficient to complete the project and although we have redouble our efforts by working simultaneously on major activities, an additional time is necessary.

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

Thank you very much.

Sincerely

Jerlie M. Outle rez Project Manager

ProPacific Builders Corp.

### **SUMMARY OF CLAIM**

No.	DESCRIPTION	TIME (CD)	COST
1	GEPA Stop Dewatering Order:	21	
2	Unknown UG utilities	83	\$335,460.17
3	DOCOMO Pacific Line	8	\$18,736.32
4	COVID 19 Lockdown Work Suspension	7	
5	CIPP Leaks	221	
6	Adverse Weather Condition	16.5	
	TOTAL	356.5	\$354,196.49

**Note:** A separate change order request for unavailabilty of archeological monitor, DPW stop work order, & traffic crash was submitted last February 6, 2020.

### **Enclosure 2**



### **EMPSCO ENGINEERING CONSULTANTS**

PART 1: CM Logs

**Reference: GEPA Stop Dewatering Order** 

Date	CM Logs	Lost Time (Work Days)
2/27/2020	GEPA verbally Stop Dewatering Oder @ 11:00 AM	0.50 day
2/28/2020	Dewatering Filter Box Modifications. Work force on-site is total of 10 manpower.	0.50 day
3/2/2020	GOV Guam Holiday; NO Site Activities	0
3/3/2020	<ul> <li>GEPA site inspection per PPBC's dewatering filter box &amp; water condition of Agana River.</li> <li>PPBC install additional filter box; 2 workers.</li> <li>Other workers work on additional concrete barrier delivery and installation.</li> <li>Two (2) workers verify the existing condition of sewer manholes.</li> <li>A total of 12 manpower are working on-site.</li> </ul>	0.50 day
3/4/2020	<ul> <li>Dewatering Filter Box Testing with GEPA personnel. GEPA suggests doing a turbidity test.</li> <li>Laying of Cold Mix Asphalt.</li> <li>SMH 6907 Cleaning &amp; epoxy coating application</li> <li>A total of 12 manpower are working on-site</li> </ul>	0.50 day
3/5/2020	<ul> <li>Epoxy coating application at SMH 6901A.</li> <li>Sand bagging for erosion control/ silt fence.</li> <li>Scheduled water sampling was cancelled due to LACK of Manpower and water pump Not available.</li> <li>A total of 7 manpower are working on-site.</li> </ul>	0.50 day
3/6/2020	<ul> <li>Epoxy coating application at SMH 6900.</li> <li>Install Pipe no. 4, at SMH-6901A to SMH-6901.</li> <li>Placement of Bedding rocks</li> <li>Water sampling for turbidity Test</li> <li>Backhoe tie rod end has been broken.</li> <li>A total of 11 manpower are working on-site.</li> </ul>	0.50 day
3/7/2020	<ul> <li>Placement of Bedding rock and Dewatering filter box.</li> <li>Epoxy Coating application at SMH 6899.</li> <li>Continue modification of the Dewatering filter box.</li> <li>A total of 12 manpower are working on-site.</li> </ul>	0.50 day



### **PART 1: CM Logs**

**Reference: GEPA Stop Dewatering Order** 

Date	CM Logs	Lost Time (Work Days)
3/10/2020	Modification of the Dewatering filter box.	0.50 day
	Placement of bedding rock for filter box.	
	•A total of 11 manpower are working on-site.	
3/11/2020	•Cleaning of Epoxy coating application of SMH 183.	0.50 day
	•The setting of a Newly modified Filter box.	
	•A total of 8 manpower are working on-site.	
3/12/2020	•Epoxy coating application at SMH 183.	
	•Repair of collapsed dewatering filter box (Collapsed during testing,	
	Contractor's error).	
	•Trench excavation for Pipe #5.	0.5 days
	Backfilling and Compaction.	
	•A total of 11 manpower are working on-site.	
	TOTAL LOST in DAYS	5 DAYS

NOTE: Remaing work starting 3/13/2020 to 3.18/2020 shall NOT be considered due to Contractor's error on fabrication of modified Dewatering filter box.

### CM Notes:

- 1. GEPA stop dewatering oder is at 11:00 AM, 2/27/2020. Other activities continue for the rest of the day.
- 2. Other Activities continue on the following days.
- 3. Modified Filter box test run and collapsed on 3/12/2020 because of poor and insufficient supports.



### PART 2: CM Logs

### Reference: Installation of 30" Sewerpipe record

For SL-6764 (SMH6901A to SMH6901)

Pipe No.	Pipe length (ft)	Date Installed	Total Calendar  Days of  Installation	Allowed Extra Days Incurred	CM Notes
1	19 ft	6-Feb-20	14	4	Factors that incurred extra days of installation: (1). Unknown 12" CIP line below concrete encasement. (2)Contractor's methodology and sequence of work.
2	15 ft	17-Feb-20	11	4	Factors that incurred extra days: (1) Unknown 4 pcs 4" PVC pipe conduit and unknown concrete encasement. (2) Docomo lines.
3	11 ft	19-Feb-20	2	0	No Claim
4	23 ft	6-Mar-20	16	4	Factor that incurred extra days: (1) GEPA stop work order & unknown concrete encasement.
5	20 ft	19-Mar-20	11	4	
6	23 ft	15-Apr-20	11	4	Factors that incurred extra days of installation: (1) Plug existing sewerline with CLSM fill . (2)Contractor's methodology and sequence of work.
7	23 ft	23-Apr-20	8		
8	23 ft	29-Apr-20	6		
9	23 ft	4-May-20	5		
10	23 ft	8-May-20	4		
11	23 ft	15-May-20	7		
12	23 ft	19-May-20	4		Excavation work is done.
13	23 ft	21-May-20	2		Excavation work is done.
14	23 ft	28-May-20	7		
15	23 ft	29-May-20	1		Excavation work is done.
16	23 ft	3-Jun-20	3		Excavation work is done.
17	19 ft	5-Jun-20	2		Excavation work is done.
18	10 ft	9-Jun-20	4		Excavation work is done.
				20	Total Allowed days based CM logs



### PART 2: CM Logs

Reference: Installation of 30" Sewerpipe record

For SL-6764 (SMH6901A to SMH6901)

For SL-6764A (SMH6902 to SMH6901A)

Pipe	Pipe length	Date	Total Calendar	Allowed	
No.	(ft)	Installed	Days of	Extra Days	CM Notes
INO.	(10)	ilistalled	Installation	Incurred	
1	23 ft	29-Apr-20	9	3	Installed adaptor at SMH 6902 upstream.
2	23 ft	4-May-20	6	0	
3	16 ft	14 May 20	10	3	Factor incurred by extra day was based on
3	1010	14-May-20	10	5	unknown traffic signal.
4	23 ft	19-May-20	5	0	
5	20 ft	1-Jun-20	13	4	Factors that incurred extra days of installation based on Contractor's methodology and sequence of work.
				10	Total Allowed days based CM logs

TOTAL EXTRA DAYS ALLOWED DUE TO INCURRED	30	
DUE TO UNKNOWN UG LINES	30	





### CM cost evaluation for Extra Cost Incurred Due to Unknown UG Lines

Civi cost evaluation for Extra Cost incurred Due t	O OHKIIO	WII OG L	.11163					
Description	Qty	Unit	ProPacific Unit Cost	PoPacific Amount	CM Qty Evaluation	CM Evaluated Unit Cost	CM TOTAL Amount	Comments/ Variance Explanation
Manpower								
Project Manager	2.76667	Mo.	\$6,000.00	\$16,600.00	0.75	\$6,000.00	\$4,500.00	We can only allow 75% efficiency for 1 Mo. of time due to UG Utilities and actual performance.
Project Engineer	2.76667	Mo.	\$4,000.00	\$11,066.67	0	\$4,000.00	\$0.00	NO Project engineer on-site. Claim is DENIED.
Site Super-intendent	2.76667	Mo.	\$4,000.00	\$11,066.67	0.75	\$4,000.00	\$3,000.00	We can only allow 75% efficiency for 1 Mo. of time due to UG Utilities and actual performance.
Foreman	112	MH	\$23.00	\$2,576.00	112	\$20.00	\$2,240.00	Unit cost and qty was based on actual work.
Carpenter	150	MH	\$21.53	\$3,229.50	112	\$15.49	\$1,734.88	Unit cost and qty was based on actual work.
Mason	176	MH	\$21.53	\$3,789.28	112	\$14.92	\$1,671.04	Unit cost and qty was based on actual work.
Operator	286	MH	\$19.38	\$5,541.82	112	\$18.00	\$2,016.00	Unit cost and qty was based on actual work.
Helpers	1000.5	МН	\$15.10	\$15,107.55	0	\$14.10	\$0.00	Based on CM logs, You are deficient on this manpower. The claim is DENIED.
			Sub-total	\$68,977.49			\$15,161.92	
Equipments								
Escavators (2 each) including fuel @ \$120/Hr	83	Days	\$ 960.00	\$ 79,680.00	30	\$470.00	\$14,100.00	See CM estimate based on rent and fuel charges.
Backhoe/ Loader including fuel @ \$65/Hr	83	Days	\$ 520.00	\$ 43,160.00	0	\$520.00	\$0.00	The claim is DENIED; it was Contractor's decision to use a Backhoe for extra equipment for excavation work.
Pumps & Accessories	83	Days	\$ -					
SL-6764 (5 sets @ 180/set)	55	Days	\$ 900.00	\$ 49,500.00	22	\$539.43	\$11,867.46	
SL-6784A (3 sets @ 180/set)	28	Days	\$ 540.00	\$ 15,120.00	22	\$323.65	\$7,120.30	See CM estimate based on rent and fuel charges.
Dewatering box, hoses & pipes	1	Sets	\$ -					
Traffic Control (sign, concrete barriers, traffic drums)	2	Sets	\$ -					
Arrow Lights	3	Sets	\$ -					
ESC Control	2	Sets	\$ -					
Safety equipments (trench boxes, shoring jacks, plyforms, hanger supports, & straps, etc.	1	LS	\$ -					
			Sub-total	\$ 187,460.00			\$33,087.76	
			Total Cost	\$ 256,437.49			\$48,249.68	
	0	verhead &	Profit (15%)	\$ 38,465.62			\$7,237.45	
			Sub-total	\$ 294,903.12			\$55,487.13	
			GRT (5.21%)	\$ 15,364.45			\$2,890.88	
	Total La	abor & Equ	ipment Cost	\$ 310,267.57			\$58,378.00	
extra Material Cost								
Items	Qty		Unit	Amount	Qty	Unit	Amount	
Pipes	4		EA	ć 20.921.00	0	EA	\$0.00	The claim is DENIED; Extra Material Cost is part of the
Couplings	4		EA	\$ 20,821.80	0	EA	\$0.00	contract requirements.
·	O	verhead &	Profit (15%)	\$ 3,123.27			\$0.00	
			Sub-total	\$ 23,945.07			\$0.00	
			GRT (5.21%)	\$ 1,247.54			\$0.00	
			Total Cost	\$ 25,192.61			\$0.00	
TOTAL LABOR,	EQUIPME	NTS & MA						Cost claim allowed. See Summary Table.



CM cost evaluation for Equipments

I. Escavator (30ton)

1 Excavator - \$6,000 per month

fuel

75 gallon (5 days) x \$3.50 x 4 weeks = \$1,050 per month for 1 Escavator

2 Excavator cost = (\$6000x2) + (\$1,050x2) = \$14,100.00

### II. Pumps

4" trash pump - \$ 449/week x 4 week x 5 pumps = \$8,980.00

Fuel

7.5 gal/day x 5 sets x \$3.50 x 22 day = \$2,887.50

5 set pump w/ fuel = \$11,867.503 set pump w/ fuel = \$7,120.50

### **Enclosure 4**



"Better Water. Better Lives."

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

Telephone No.: (671) 300-6846

### March 19, 2020

Guam Waterworks Authority (GWA) capital improvement projects construct essential infrastructure necessary for the welfare and public health of the People of Guam. As such, construction on these projects need to continue as much as possible.

GWA projects have required project signage identifying the project name, description, and contractors, as well as building permits and engineering plans identifying the activity as a GWA project.

Any questions should be directed to the undersigned at 300-6845 or via email at <a href="mailto:mcbordallo@guamwaterworks.org">mcbordallo@guamwaterworks.org</a>

Miguel C. Bordallo, P.E. General Manager



### ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION

1998 Army Drive Route 16, 2/F EMPSCO Bldg., Dededo, Guam 96929 • P.O. Box 21794 GMF, Barrigada, Guam 96921 • Tel No. 1.671.638.4716/5716 • Fax No. 1.671.638.2136 • Email:empsco@guam.net

**Enclosure 5** 

Date: 10 September 2019

Project: Route 4 Relief Sewer Line Rehabilitation and Replacement

**GWA Project No. S15-006-EPA** 

Subject: Contractor Performance, Project no. S15-006-EPA

Jean Yeon Yu

President
PROPACIFIC BUILDER CORPORATION
P.O. Box 7446 Tamuning
Guam 96931

### Madam:

In Accordance with General Condition of this contract, your performance has raised concerns in the areas of Timely Performance, Effectiveness of Management, and Safety.

Our observations indicate that your performance has been below average in all the areas noted above. Failure to improve this performance could result in suspension of work and termination as specified in Article 16, Section 00700 General Conditions.

In order to prevent this adverse action, you must demonstrate improved performance in all the areas which are currently deficient. This will entail an active and intense effort on the part of your home office management and field staff. In order to assure this effort is in progress, it is required that you schedule a meeting with the undersigned immediately to discuss your plan for improving the deficiencies noted above. Failure to make immediate action in response to this notification will result in initiation of an interim unsatisfactory performance report.

Sincerely,

EMPSCO Engineering Consultants Construction Management

cc: Brown and Caldwell

### ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION

1998 ARMY DRIVE, 2/FEMPSCOBLDG # DOBEOXC21699659ME9 BARRIGA #DAELG # 67619 2 di 38 #4F7AIX6 # 677 | 1 / 6 6 3 8 - 2 | 3

September 2-13, 2019

**EMPSCO** 

Project: GWA S15-006-EPA, Route 4 Relief Sewer Line Rehabilitation and Replacement

Subject: ProPacific Two-Weeks PERFORMANCE OBSERVATION

### September 2

Labor Day, no site activity.

### September 3

- Previously delivered concrete barrier (7ea) taken-out of the work area to be used at ProPacific' other project site.
- No other site activity.
- Repair of trench box at ProPacific Staging Area in Toto as per Jerlie Gutierrez.

### September 4

No site activity.

### September 5

- Trench box (2ea) delivery at work area.
- Preparation for sewer manhole (SMH-6899) cleaning.

### September 6

- Starts sewer manhole (SMH-6899) cleaning.
- Manpower: 1 <u>Superintendent</u> (not supervising work due to working full time) 1 Mason,
   1 Unskilled Laborer

### September 7 & 8

Saturday and Sunday, no site activity.

### September 9

- Excavation for dewatering.
- Manpower: 1 <u>Superintendent</u> (not supervising work due to working full time),
   1 Operator, 1 Mason, 2 Unskilled Laborer

### September 10

- Excavation for dewatering.
- Manpower: 1 <u>Superintendent</u> (not supervising work due to working full time),
   1 Operator, 1 Mason, 1 Unskilled Laborer

### September 11

- Sewer manhole (SMH-6899) cleaning.
- Chipping of asphalt for dewatering.
- Manpower: 1 <u>Superintendent</u> (not supervising work due to working full time),
   1 Mason, 2 Unskilled Laborer

### September 12

- Excavation for New Intertie starts.
- Manhole rehabilitation (SMH-6899).
- Manpower: <u>1Superintendent</u> (not supervising work due to working full time),
   1 Operator, 1 Mason, 1 Unskilled Laborer

### September 13

- Excavation for New Intertie continue.
- Sewer manhole rehabilitation continue (SMH-6899)
- Manpower: 1 <u>Superintendent</u> (not supervising work due to working full time),
   1 Operator, 1 Mason, 2 Unskilled Laborer

### Exhibit C (continued) ENGINEERING MANAGEMENT & PLANNING SERVICES CORPORATION



1998 ARMY DRIVE, ROUTE 16, 2/F EMPSCO BLDG., DEDEDO, GUAM 96929 🗆 PO BOX 21794 GMF, BARRIGADA, GU 96921 🗆 TEL (671) 6384716 /6385716 🗆 FAX (671) 6382136

August 10, 2020

John Riegel, P.E.

Senior Manager Brown & Caldwell

Subject: GWA Project No. S15-006-EPA, Route 4 Relief Sewer line Rehabilitation and

Replacement\_(Schedule A)

Agreement Letter based on COVID-19 in addition to Recommendation for

Approval of Change Order No. 3

Reference: GWA CIP Project Memo 2020MAR19

John,

Based on our project meeting dated August 10, 2020, We agreed to grant additional 7 calendar days to ProPacific Builder Corporation due to the COVID-19 pandemic. The total additional time adjustment is now 52 calendar days which include the negotiated days specified in Change order no. 3. The contract completion date shall now be September 7, 2020.

Should you have any questions and concerns, please do not hesitate to contact or email our office.

Very Truly,

**EMPSCO Engineering Consultants** 

Tyrone de Guzman, P.E.

Project Manager

Email: tyrone.deguzman@empsco.net

### Enclosure:

- a. GWA CIP Project Memo 2020MAR19
- b. ProPacific Builder Corp letter to GWA due to COVID-19



"Better Water. Better Lives."

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

Telephone No.: (671) 300-6846

### March 19, 2020

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Miguel C. Bordallo, P.E. General Manager



### PROPACIFIC BUILDER CORPORATION

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

Date:

March 26, 2020

To:

Miguel C. Bordallo, P.E. General Manager - GWA

Subject:

Temp. Work Suspension for S15-006-EPA R4RSLRR Due to COVID 19

Reference:

GWA CIP Project Memo 2020MAR19

Sir,

Due to the recent development on COVID 19 cases on Guam were more people have been tested positive (half of them are from Cental District) and the 1st COVID 19 death during the weekends is a patient in Renal Care Clinic in Sinajana which is very very close to our jobsite, we are temporarily suspending our jobsite operation for this week and it may be extended depending on the severity of the situation. The victim may have infected other people in the clinic including the staff and those people are passing to our jobsite on a daily basis. There is also a high probability of COVID 19 virus presence on the sewage flow flush by the infected people from that clinic or from their home, so working for the manhole rehabilitation is highly risky.

Although our project is an essential infrastructure, there is currently a functioning active line running parallel to this project thereby rendering no disruption nor delay of service to the people of Guam.

As much as we want to progress with the project, our jobsite is located in major thoroughfares where lot of people (including those infected) pass frequently, our workers are highly exposed to this very contagious and deadly disease. Although we received a memo circulated last week thru B&C but due to this latest development, we are hoping that there will be a consideration for this matter. We cannot put our workers health & safety in a clear and present danger. SAFETY FIRST!

We are looking forward for your consideration.

Thank you very much.

Sincerely,

Jerlie Gutierrez Project Manager

ProPacific Builders Corp.

Exhibit C (continued)

### ProPacific Builder Corp. PCO no. 4



### 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

Date; June 3, 2020

To: John Riegel, PE

Program Management, Senior Manager

Brown & Caldwell

Thru: Tyrone De Guzman, PE

Project Manager

**EMPSCO Engineering Consultants** 

Subject: REQUEST FOR CHANGE ORDER WITH TIME EXTENSION

Reference: S15-006-EPA (Schedule A)

Route 4 Relief Sewerline Rehabilitation and Replacement

Dear Mr. Riegel,

We would like to request change order with time extension to successfully finish the project. We have incurred extra cost and delay due to some factors beyond our control that greatly affected our work output and finish the project in time. These are the following:

- DPW permit conditions required that work in the jobsite will start from 9:00 AM only and shall be out of the jobsite by 4:00 PM. Setting of dewatering pumps and other equipments mostly take an hour before dewatering can start. And because of heavy drawdown of groundwater especially during high tide, raining or after the rain, the actual start of excavation and trenching is already in the afternoon and by 3:30 PM the crew have to demobilized to comply to DPW requirement of 4:00 PM clear which only gives a few hours of actual work, mostly only 2-1/2 production hours daily. (Please see attachment "A").
- DPW-Highway Division people are not flexible and do not accept even sensible requests on TTCP. Their permit conditions gave us a very limited space to work on. The excavator cannot freely turn around without stopping the traffic because the space is not enough for it to turn and dump the excavated material from the trench to stockpile. We requested for the innerlane of the opposite direction to them during the permitting process but they did not agree (they agree later on because the project is taking longer than schedule).
- Heavy ground water drawdown than anticipated especially during raining, after the rain, and during high
  tide. Groundwater rise & fall based on the tide of seawater level. Multiple dewatering pumps have a
  little effect to drain trench during high tide. There were days we cannot lower the ground water level
  like we are just cycling the seawater eventhough we use more pumps than usual and end up no
  accomplishment for the day.
- SHPO stop work on our DPW-approved laydown area affected and altered our jobsite operational system. Due to uncertainty of when will SHPO let us utilize our jobsite laydown area, we were forced to transfer our laydown area and container storage to our vacant lot in Toto to accommodate the incoming off-island and bulky materials such as the pipes, pre-cast manholes, trench boxes, epoxy coatings, traffic drums, and to store & secure our tools and equipments. Because of this, transporting of materials & equipments was added work and delay instead of these being readily available if the storage and

- laydown being in the work zone especially when a COVID 19 checkpoint was established near our laydown area. (Please see attachment "B").
- GEPA is implementing very strict requirements on the dewatering systems and frequently ordered us to halt the dewatering activities eventhough we continue to follow their advise. They gave us "Stop Dewatering" order from February 27 to March 18. We spend a lot of construction days cleaning and modifying the dewatering boxes on how they wanted it. With dewatering activity on hold, so were the excavation & trenching and pipe laying have been stopped also. Although we have some minor activities during this time but the excavation & laying of pipes is the critical path. We are requesting for the lost 21 calendar days. (Please see attachment "C").
- Unavailability of the archeological Monitor. Until just recently, excavation and trenching activities is
  not allowed without the presence of the archeological monitor. There were days, and in some instances
  weeks, we cannot excavate because the archeological monitor is off-island or not available. A separate
  change order for this was submitted last February 6, 2020.
- DPW Stop Work Order. A separate change order for this was submitted last February 6, 2020.
- Traffic Crash. A separate change order for this was submitted last February 6, 2020.
- Unknown UG Lines. Aside from the ones shown on the drawings and those marked by utility agencies, multiple unknown underground utilities of different depths were continuously uncovered which slowdown the excavation & trenching works & makes pipe laying harder than expected. Many times we have to modify or fabricate special size trenchboxes, provide & install hanger supports, manually excavate for days & manually chipped and carry big rocks because bucket cannot fit on the opennings, cut the pipes to be laid so just we can insert them on the tight spaces during pipe laying, and wait for utility agencies to inspect the exposed utility line before we can proceed. We are just spending 2-3 days maximum to lay a pipe on a normal situation but we spend more than a week for each pipe we laid through these criss-crossing utilities. We have also purchased additional pipes and couplings due to these unknown utilities. We request cost of \$ 335,460.17 for labor, equipments, & materials with additional 83 calendar days for this. (Please see attachment "D").
- The uncovered DOCOMO Pacific line is 7 feet off from the markings with a depth of more than 12 feet and crosses on the level of the proposed sewerline and needs to be rerouted before we can continue on the excavation and laying of new pipe. We spend more than a week (from May 5 to 13) waiting for them rerouting the line eventhough we continuously assisted them on the dewatering and excavation. We are requesting the lost 8 days w/ cost of \$ 18,736.32 for this, (Please see attachment "E").
- COVID 19 lockdown affected the project. Although the project is classified as essential, but the hardware stores, equipment rentals, and other support business were closed during the 1st lockdown. And up to now procurement of on-island and other miscellaneous materials is still very hard and time consuming due to social distancing and limiting costumers inside an establishment which cause slowdown in the jobsite works.
- COVID 19 lockdown also closes the entire or some divisions of some government agencies and utility
  agencies which makes coordination harder. There were times we need to hold on to our ecavation and
  trenching activities until a particular issue is inspected and cleared by them.
- Temporary work suspension due to COVID 19 pandemic from March 23-27. We were forced to suspend our jobsite activity for a week due to rising COVID 19 cases in Guam especially the first fatality is a patient of the clinic near our jobsite and that clinic dispose its sewage to the sewerline we are working on. A letter of justification was sent to GWA-GM for this shutdown as instructed by the CM. We are requesting the lost 7 days for this. (Please see attachment "F").
- CIPP leaks. We have to wait long time for Insituform/Mocon to finish their CIPP and fix the leaks before we can proceed with our manhole rehab. Although we have reported to them the strong leaks we've found since October 30, 2019, it took more than 6 months before they start the repair only for 2 SMH on April 22, but the rest of the manholes were started to be repaired on June 4,2020, a span of 218

days. The total delay up to when they are repaired is **221 calendar days**. These CIPP termination leaks have greatly slow us down, more than double our work, and put portion of our works on hold until they fixed the leaks. (*Please see attachment "G"*).

- Adverse Weather Condition. Rainy days forced us to cancel work and in many times we utilized the day securing the site for safety and environmental control. The month of September 2019, April 2020, & May 2020 exceeded the anticipated rain days with 16.5 working days and also greatly impacted our activities. (Please see attachment "H").
- We are entering the rainy season. We are expecting more groundwater to pump out in the rainy season
  than what we currently pump, erosion and sedimentation control will be harder, more cancellation of
  work due to heavy rains or typhoons, and higher volume of sewage flow on the manholes.

Recognizing most of these hurdles and being cautious on the remaining time of the contract as early as January of this year, we carry out aggressive steps to minimize the delay, improve work progress, and steer the project back on track. These are the following:

- In the start of January 2020, we requested and applied for a modified traffic control (our original request
  during permitting process) to DPW-Highways Division to allow us to use the other side-inner lane of
  the road (Red Cross side) so we don't need to wait for the traffic to ease before the excavator can turn
  around during excavation and the dump trucks can come closer to the stockpile during disposal. DPW
  approved it on January 16.
- In the start of March 2020, we requested and applied again for 2nd modification of traffic control along the intersection of O'Brien to include the Nanbo Insurance side and it was approved on March 11 so we can have another team for pipe replacement so that works for SL-6764 and SL-6764A will be done simultaneously. During this time, we also started procuring off-island equipments (i.e. water displacement pumps, hoses, & accessories) and deal with heavy equipment rentals that will be assigned for the 2nd team. With the creation of another team to do SL-6764A simultaneous with SL-6764, we progress rapidly and save months of construction time.
- After the approval of the 2nd modification of TTCP, we started fabricating dewatering filter box, sets of trench box for workers protection, concrete barriers, and others to be used by the 2nd team.
- In the start of April 2020, our 2nd team started working for the activities for SL-6764A pipe replacement. With the work for SL-6764A being undertaken by 2nd team simultaneous with SL-6764 by 1st team, we will be able to save months of construction time compared to when there is only a single team.
- In the start of this year we double the size of our jobsite manpower and numbers of our equipments (i.e.
  dewatering pumps, excavators, dewatering boxes, trench boxes, concrete barriers, compactors, etc.). We
  also stationed the assigned Alt. Project Manager to be full-time in the jobsite to properly monitor the
  project recovery process.
- Another crew was created to focus work on manhole rehabilitation only doing the channeling and benching, epoxy coating, & plugging of lateral connections. This is a different crew from the one doing grout injection. They were provide with their own equipments and service vehicles.
- Experiencing the need to cut on multiple pipes just to be able to insert and lay new pipes due to lots of
  existing underground utilities we have uncovered, we proactively ordered and expedited the delivery for
  additional pipes & couplings from off-island. All additional major off-island materials and equipments
  are already on hand.
- We always submit Highway Encroachment Permit renewal and other clearances in advance to avoid project stoppage.
- Continuous coordination with GEPA regarding ESC and dewatering activities.

 Taking advantage of the COVID 19 lockdown that resulted with fewer volume of traffic, we have requested with DPW to allow us to work from 7:30 AM to 5:00 PM instead of only from 9:00 AM to 4:00 PM. In the assistance of GWA-Acting Chief Engineer, DPW approved our request.

With these circumstances that are beyond our control, which have made a great impact on our performance of the contract, we are requesting the **amount of \$ 354,196.49** and although the total delay is 356.5 CD we are just requesting for an **extension of 84 CD** in order for us to complete the project that conforms to our agreement. Based on PPBC's updated construction schedule we can realistically complete the project by October 9, 2020. The remaining time is not sufficient to complete the project and although we have redouble our efforts by working simultaneously on major activities, an additional time is necessary.

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

Thank you very much.

Sincerely

Jerlie M. Cutterez Project Manager

ProPacific Builders Corp.

### **SUMMARY OF CLAIM**

No.	DESCRIPTION	TIME (CD)	COST
1	GEPA Stop Dewatering Order:	21	
2	Unknown UG utilities	83	\$335,460.17
3	DOCOMO Pacific Line	8	\$18,736.32
4	COVID 19 Lockdown Work Suspension	7	
5	CIPP Leaks	221	
6	Adverse Weather Condition	16.5	
	TOTAL	356.5	\$354,196.49

**Note:** A separate change order request for unavailabilty of archeological monitor, DPW stop work order, & traffic crash was submitted last February 6, 2020.

### Attachment "A"



PONDE CHILIPORT



# HIGHWAY CONSTRUCTION SECTION DIVISION OF HIGHWAY

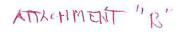
## Conditional Approval



Projec	Project Name:	Route 4 I	Route 4 Relief Sewer Line Rehabilitation and Replacement	CODE  A. Accept Comment - Correct, Add to, or Clarify plans	
Projec	Project No.:	GWA: S15-006-	15-006-EPA Designer: AECOM	D. Distuiss Continent C. Claridy or discuss and resolve prior to next design phase R. Sesolve comment in new design share	hase
Location:	ion:	Hagatna (Route 1	Route 1 and Route 4)	are recorded common in their design phase	
Date:		June 20, 2019	610		T
Revie	Reviewed by:	Name: Isidro C. I	idro C. Duarosan M 6/20/9 email: isidro.duarosan@dpw.guam.gov	.gov Phone: (671) 649-3104	T
Check	Checked by:	Masoud T	Masoud Teimoury, P.E., PhD - Chief Engineer /4/18.		T
Item No.	Drawing No. / Specification	Drawing No. / Specification	Comments	Initial   Action   Final   Code	nal
			a). No work on July 20, 21, 22, 2019 (Liberation Day).		
			b). No work between the hours of 6:00 AM to 9:00AM and 4:00PM to 6:00PM weekdays but on Fridays from 4:00PM to 7:00PM.		
			c). Provide two travel lanes at all times both direction on weekdays.		
			d). Saturday, Sunday and Holidays approved work for 24 hours with single lane open on both directions but for night work with night traffic controls.		
			e). Night time work on weekdays is allowed between the hours of 7:00PM to 5:00AM. but with night traffic controls.		

Page 1 of 1

## Attachment "B"



### Jerlie M. Gutierrez

Subject:

FW: GWA's SSES-Based System Improvements (RC2019-0927)

----Original Message-----

From: George Watson < gwatson@BrwnCald.com >

Sent: Friday, August 16, 2019 1:59 PM

To: 'Joseph A. Tadeo' < itadeo@guamwaterworks.org >; judecalvo@guamwaterworks.org

Cc: 'prudencio' crudencio@guamwaterworks.org; 'Paul Franquez' cruz@guamwaterworks.org; Thomas Cruz
<thomas@guamwaterworks.org</pre>; John Riegel JRiegel@BrwnCald.com; 'Konner, Thomas' Konner.Thomas@epa.gov;;

'Mauryn McDonald' <maurynm@guamwaterworks.org>

Subject: FW: GWA's SSES-Based System Improvements (RC2019-0927)

Hi Joe,

I was talking with Jude earlier about the subject for the email chain below, and he asked me to contact you about it. Basically, John Mark Joseph is restricting the Rt 4 project from using the laydown site the contractor (ProPacific) proposed to use for his work in Hagatna. This will cause delays for the project, mainly in the transportation of materials and equipment.

Fortunately, John Mark isn't shutting down the project, just preventing us from using the laydown site until the Section 106 has been updated, and it likely our AMDRP as well. When I had a conversation with John Mark over the phone, he mentioned Tom Konner would be the one to over see this, but I'm guessing we can do things on our end to get this moving? I included the information attached on the laydown site that PPBC used to get their permit through DPW. Let me know what I can do, or ask of the contractor to help to get the Section 106 updated.

Thank you, George

George Watson
Brown and Caldwell | Hagåtña, Guam
gwatson@brwncald.com<mailto:gwatson@brwncald.com>
T 671.300.4228 | C 671.482.1515



## Attachment "C"



Subject:

FW: S15-006-EPA GEPA Ordered to Stop Dewatering

From: Jerlie M. Gutierrez <rgyc@guam.net> Sent: Wednesday, March 04, 2020 8:23 AM

To: 'Jerlie M. Gutierrez' <rgyc@guam.net>; 'Tyrone De Guzman' <tyrone.deguzman@empsco.net>
Cc: 'Noel Viaje' <noel.viaje@empsco.net>; 'Butch Arce' <butch.arce@empsco.net>; John Riegel
<JRiegel@BrwnCald.com>; 'Vicente Escabillas' <sgyc@guam.net>; 'Jean Yu' <jgyc@guam.net>; fgyc.ppbc@gmail.com
Subject: RE: S15-006-EPA GEPA Ordered to Stop Dewatering

Tyrone,

I sent the preceding email last Friday but it got stuck on my outbox due to the video file size so I removed them.

Anyway, I had another meeting in their office in the afternoon to ask what they want. They instructed me to add a big containment which we did throughout the weekends up to Monday and installed it on Tuesday. I called them to inspect it around 10:30 AM so we can proceed but Elvis of EPA told me that they are busy and they will just do random inspection.

Best Regards,

### Jerlie M. Gutierrez

PROPACIFIC BUILDER CORP. formerly GUAM YOOSHIN CORP. 750 Rte 8 Ste 202 Hanam Plaza, Barrigada, Guam 96913 USA Tel. (671) 477-3109 Fax (671) 477-7424

Email: rgyc@guam.net

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]
Sent: Wednesday, March 04, 2020 8:13 AM

To: 'Tyrone De Guzman'

Cc: 'Noel Viaje'; 'Butch Arce'; 'John Riegel'; 'Vicente Escabillas'; 'Jean Yu'; 'fgyc.ppbc@gmail.com'

Tyrone,

We keep on calling the GEPA in the morning to show to them that the water in Agana River is murky up to the back of Bank of Guam even though we did not start our dewatering yet (please see attached photos) but they did not answer our calls. They revisit the site around 2 PM and still shutting down our dewatering because they saw the water in the mouth of the river is murky and they are not listening to my explanation. Every time I try to explain they stop me and told me that their decision is final.

The water coming from our filtration system is already clear and filtered as it can be (please see attached video). This is an excavation job and water coloration cannot be avoided. Although we followed their approved Dewatering Plan but they are still giving us a hard time.

Best Regards,

Jerlie M. Gutierrez

PROPACIFIC BUILDER CORP. formerly GUAM YOOSHIN CORP. 750 Rte 8 Ste 202 Hanam Plaza, Barrigada, Guam 96913 USA Tel. (671) 477-3109

Fax (671) 477-7424 Email: rgyc@guam.net

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Thursday, February 27, 2020 6:12 PM To: Jerlie M. Gutierrez; <a href="mailto:fgyc.ppbc@gmail.com">fgyc.ppbc@gmail.com</a>

Cc: Noel Viaje; Ferdie Cabuhat; Butch Arce; Jun Capulong; Nilo Villaluz; John Riegel; 'Vicente Escabillas'; 'Jean Yu'

Subject: Fwd: S15-006-EPA GEPA Ordered to Stop Dewatering

Jerlie,

Noted;

Provide CM official report based on EPA comments, and ProPacific' recommended solution. Much help if you provide photos of the murky on Agana river and your filter box water.

In addition, provide a meeting minutes on your discussion with Mr. Ventura.

Respectfully,

Tyrone de Guzman PE EMPSCO Engineering Consultants

From: Jerlie M. Gutierrez < rgyc@guam.net > Sent: Thursday, February 27, 2020 5:23 PM

To: Tyrone De Guzman

Cc: Noel Viaje; <a href="mailto:sgyc@guam.net">sgyc@guam.net</a>; <a href="fgyc.ppbc@gmail.com">fgyc.ppbc@gmail.com</a>; 'John Riegel'

Subject: S15-006-EPA GEPA Ordered to Stop Dewatering

Tyrone,

EPA dropped by to our jobsite after lunch and instructed us to stop the dewatering because the water in the mouth of Agana River is murky although the water coming from our dewatering box is already filtered and per our approved dewatering plan. This have caused us to stop the excavation because without the pump running, the ground water rise up rapidly and if we continue the excavation, mud and sediments may flow to the road due to soaked excavated materials.

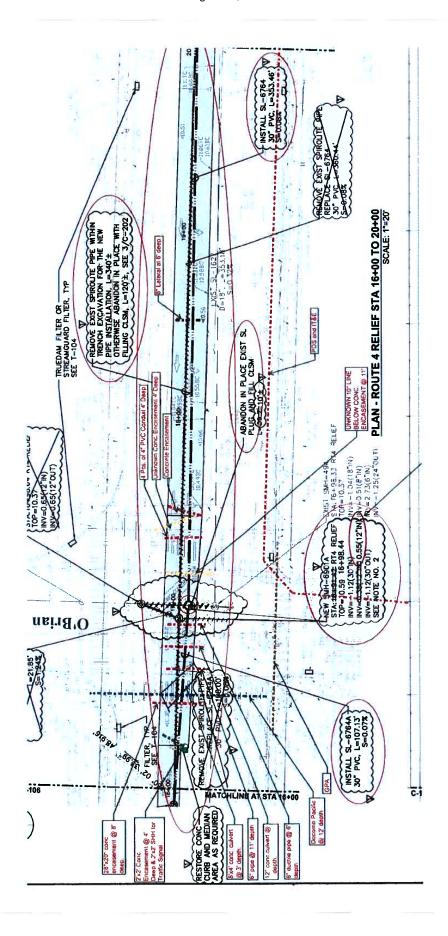
The water in the mouth of the river is murky due mostly of the disturbance of the riverbed caused by waves from the sea and countered by the flow from our dewatering system.

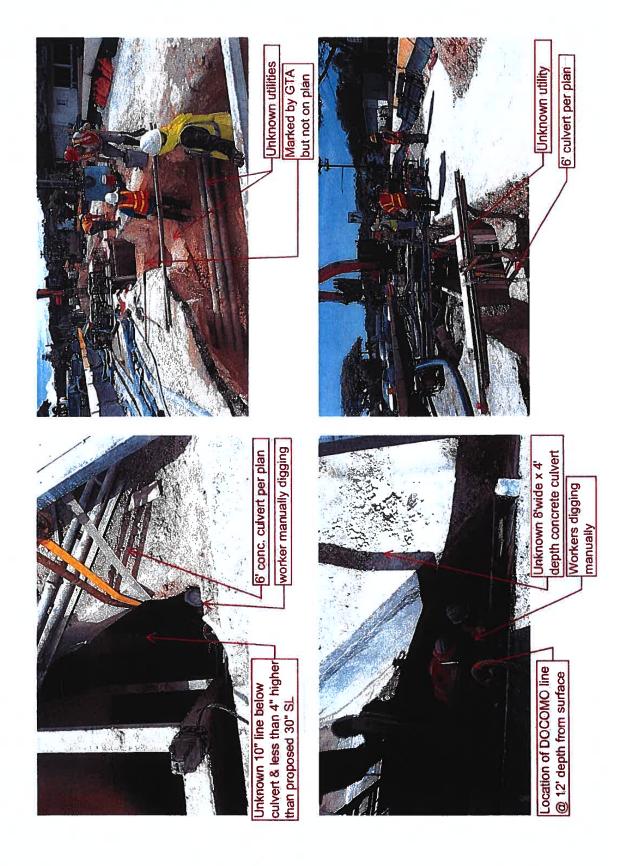
I had a meeting with Mr. Elvis Ventura of GEPA at 2:00 PM in their office and discussed what they want. Also, they want to inspect again our dewatering system tomorrow.

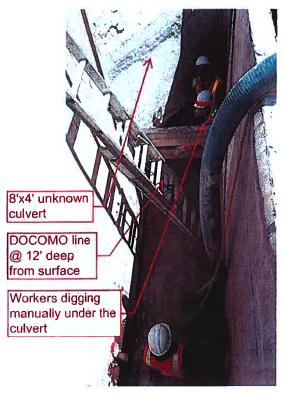
Best Regards,

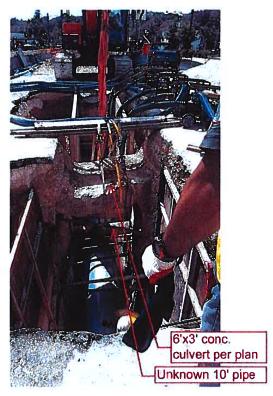
Jerlie M. Gutierrez
PROPACIFIC BUILDER CORP.
formerly GUAM YOOSHIN CORP.
750 Rte 8 Ste 202 Hanam Plaza,
Barrigada, Guam 96913 USA

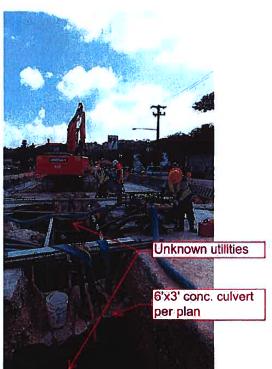
### Attachment "D"



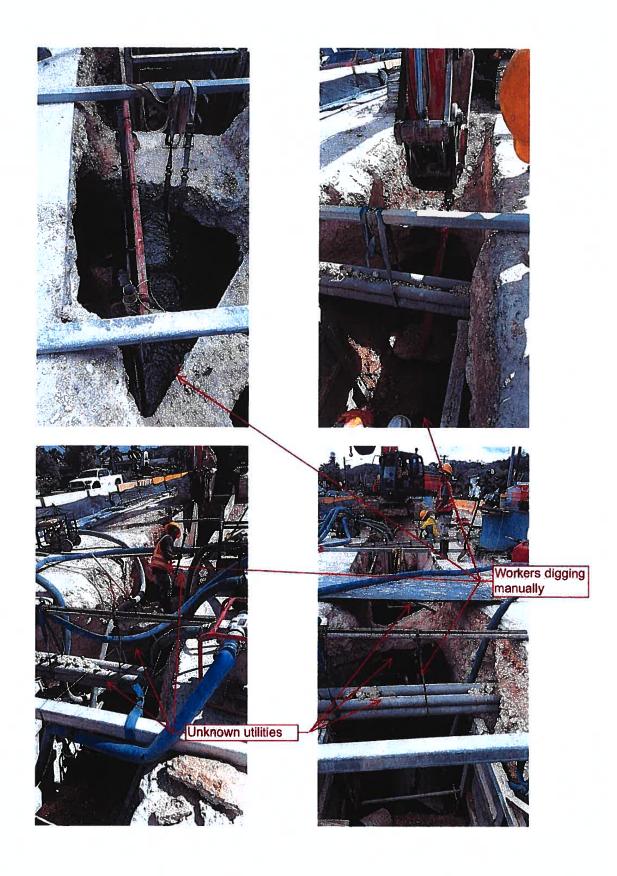












### **Extra Days Incurred Due to Unknown UG Lines**

Segment	Date of Installation	Total Days of Installation	Extra Days Incurred
SL-6764			
Pipe #1 to Pipe #6	Jan. 24 to Apr.15	72	55
Pipe #1	Jan.24 - Feb. 6	14	11
Pipe #2	Feb.7 - 17	11	8
Pipe #3	Feb.18 - 19	2	0
Pipe #4	Feb.20 - Mar. 6	16	13
Pipe #5	Mar. 9 - 19	11	8
Pipe #6	Mar. 20 - Apr 15(less 2 CD for Holy Week & 7 CD for Covid 19)	18	15
SL-6764A		31.24.4411 Y 31111/11	
Pipe #1 to Pipe#5	Apr 21 to Jun 1	43	28
Pipe #1	Apr.21 - 29	9	6
Pipe #2	Apr. 30 - May 4	6	3
Pipe #3	May 5 - 14	10	7
Pipe #4	May 15 - 19	5	2
Pipe #5	May 20 - Jun. 1	13	10
entrologia bersit gilke arvaten eta tekennes (likua, otak eta eta katalakoltuka zotakoka tekensis tekensis kena	Sub-total	115	83
	Total Extra Days Incurred Due to Unk	nown UG Lines	83

### **Extra Cost Incurred Due to Unknown UG Lines**

(Calculation for DOCOMO UG Line is Separate)

Qty

Unit

**Unit Cost** 

**Amount** 

**Labor & Equipment Cost** 

Description

Description	Qty	Unit	Unit Cost	Amount
/lanpower				
Project Manager	2.77	Mo.	6,000.00	16,600.00
Project Engineer	2.77	Mo.	4,000.00	11,066.67
Site Super-Intendent	2.77	Mo.	4,000.00	11,066.67
Foreman	112	МН	23.00	2,576.00
Carpenter	150	MH	21.53	3,229.50
Mason	176	MH	21.53	3,789.28
Operator	286	МН	19.38	5,541.82
Helpers	1,000.50	MH	15.10	15,107.55
			Sub-total	68,977.49
quipments			-	
Excavators (2 each) including fuel @ \$120/Hr.	83	Days	960.00	79,680.00
Backhoe / Loader including fuel @ \$65/Hr.	83	Days	520.00	43,160.00
Pumps & Accessories (suction pipe w/ screen &				
discharge pipes) including fuel (10 gals. each/day)	83	Days		
SL-6764 ( 5 sets @ \$180/set)	55	Days	900.00	49,500.00
SL-6764A (3 sets @ \$180/set)	28	Days	540.00	15,120.00
Dewatering box, hoses, & pipes	1	Sets		Free
Traffic Control (signs, concrete barriers, traffic drums)	2	Sets		Free
Arrow Lights	3	Sets		Free
ESC control	2	Sets		Free
Safety equipments (trench boxes, shoring jacks, plyforms, hanger supports & straps, etc)	1	LS		Free
			Sub-total	187,460.00
			<b>Total Cost</b>	256,437.49
	110000	Overhead	& Profit (15%)	\$38,465.62
			Sub-total	\$294,903.11
			GRT (5.21%)	\$15,364.45
	Total	Labor & Eq	uipment Cost	\$310,267.56
xtra Materials Cost				
Items	Qty		Unit	Cost
. Pipes	4		Ea	¢20 024 02
. Couplings	4		Ea	\$20,821.80
		Overhead	& Profit (15%)	\$3,123.27
			Sub-total	\$23,945.07
			GRT (5.21%)	\$1,247.54
			Total Cost	\$25,192.61
	***			

Manhour Incurred for Extra Days of Digging Due to Unknown Underground Lines

												S	SL-6764	¥												
			٩	Pipe #1	+				Pipe #2	#2			Pipe #4	#	-			Pipe #5					Pipe #6	٩		
Manpower	1/29	1/29 1/30 1/31 2/3	1/31	2/3	2/4	2/2	2/6	2/12	2/13	27,24	7,17	2/25	2/26 2	/27	/6 3/	12 3/	13 3/	2/4 2/5 2/6 2/12 2/13 2/14 2/17 2/25 2/26 2/27 3/6 3/12 3/13 3/16 3/17 3/18 3/19 4/1 4/8 4/13 4/14 4/15	7 3/18	3 3/15	4/1	4/8	4/13	4/14	4/15	Total MH
Foreman							- 5	7						-			-	-			_					2
Carpenter	16	16		œ														_								40
Mason				∞	00		∞	8	œ	00		∞	∞	∞	∞	∞	∞	∞ ∞	∞	∞		8 16	∞	∞	<sub>∞</sub>	176
Operator	6.5	7	œ	∞	∞	9	7	7	7	7	6.5	7	7 6.5		7 7	7	,	1 7	7 6.5 7.5 8 7.5	7.5	∞	7.5	∞		∞	175
Helper	20	20 32 36		53	24	30	38	30	39	38	23	46	37	39	38	7 2	3	24 30 38 30 39 38 23 46 37 39 38 27 23 32 29 28 30 24 32 16 16 32	٦ 28	8	24	32	16	16	32	782.5

						S	SL-6764A	44							
		Pipe #1	#1			-	Pipe #3				4	Pipe #5	2		
ivianpower		4/27	4/24 4/27 4/28 4/29 5/8 5/11 5/12 5/13 5/14 5/26 5/27 5/28 5/29 6/1	4/29	2/8	5/11	2/15	5/13	5/14	5/26	5/27	2/28	5/29		Iotal MH
Foreman	00	∞	œ	∞	6	4	∞	6	∞	∞	∞	∞	∞	∞	110
Carpenter	∞	∞	œ	00	თ	4	œ	6	œ	œ	∞	œ	∞	∞	110
Mason															
Operator	8	∞	∞	6	6	4	∞	6	∞	œ	œ	00	00	∞	111
Helper	16	16	16 16 16 18 16	18	16	œ	16	16	16	16	16	16	8 16 16 16 16 16 16 16 16	16	218

SUMMARY O	SUMMARY OF MANHOUR
Foreman	112
Carpenter	150
Mason	176
Operator	286
Helper	1,000.50



Page: 1 of 1

### **INVOICE**

DATE 04/21/2020
INVOICE NO 00015655

400 EVELYN AVE SUITE #228 ALBANY, CA 94706 8600 SW SALISH LANE SUITE #1 WILSONVILLE, OR 97070 Ph : 510-426-4446 Fax : 510-833-2775

Email: eric@indigopiping.com SalesPerson: ERIC SCHMIDT

BILL TO: PROPACIFIC BUILDER CORP.

PO BOX 7446

TAMUNING, GU 96931

SHIP TO: PROPACIFIC BUILDER CORP.
PO BOX 7446

TAMUNING, GU 96931

ATTN:RECEIVING/WAREHOUSE

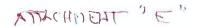
CUSTOMER JOB REF	CUSTOMER P.O.	PAYMENT TERMS
RTE 4 SWR -REHAB - ADDL	1802-S15-006-17	NET 30 DAYS AFTER ETA
CONTAINER NO.	NO. OF PIECES	ETA
MATU 252926-2	8PCS	04/28/2020
SHIPPED VIA	CARRIER	BILL OF LADING/AWB
OCEAN FREIGHT	MANOA 422W	5922384

ITEM#	QTY	B/O	UNIT	DESCRIPTION	UNIT PRICE	EXT AMT
1	88		LF	30" X 22FT LONG PVC C900 PIPE, DR 18,	120.64	\$10,616.32
				235 PSI, GASKETED JOINT		
2	4		EA	FLEX COUP 400-32.00-1/4X10 FBE 304SS	1,734.37	\$6,937.4
1				B&N		
				300-3200041011		
	3			SUBTOTAL:		\$17,553.8
				INLAND FREIGHT		\$650.0
				LOADING		\$350.0
1				OCEAN FREIGHT		\$2,200.0
				INSURANCE		\$68.0
				TOTAL CIF GU	AM JOBSITE:	\$20,821.80

THANK YOU, ERIC SCHMIDT

THIS ACCOUNT IS DUE AND PAYABLE PER THE TERMS ABOVE. BY ACCEPTING THESE GOODS AND NOT OBJECTING TO THE TERMS CONTAINED ON THIS INVOICE WITHIN TEN(10)DAYS, YOU AGREE THAT INTEREST OF 1% PER MONTH OR THE MAXIMUM ALLOWED BY THE LAW WILL BE CHARGED ON THE AMOUNT PAST DUE PLUS ATTORNEY FEES FOR ANY ACTION RELATED TO OR IN CASE OF LATE OR DEFAULT PAYMENT.PAYMENTS MADE VIA CREDIT CARD WILL INCUR A 3.29% PROCESSING FEE.

# Attachment "E"



From: Tyrone De Guzman [tyrone.deguzman@empsco.net]

Sent: Tuesday, May 05, 2020 6:44 PM

To: Jerlie M. Gutierrez

Cc: Noel Viaje; sgyc@guam.net; 'Jean Yu'; 'Floriano Escabillas'; Butch Arce; Ferdie Cabuhat;

John Riegel

Subject: Re: Docomo Cables

Jerlie,

Well noted;

Make sure ProPacific properly document unforeseen cable lines reference to your email below for your claim and Asbuilt drawing.

Regards,

Tyrone de Guzman PE EMPSCO Engineering Consultants

Get Outlook for iOS

From: Jerlie M. Gutierrez <rgyc@guam.net> Sent: Tuesday, May 5, 2020 6:05 PM

To: Tyrone De Guzman

Cc: Noel Viaje; sgyc@guam.net; 'Jean Yu'; 'Floriano Escabillas'

Subject: Docomo Cables

Tyrone,

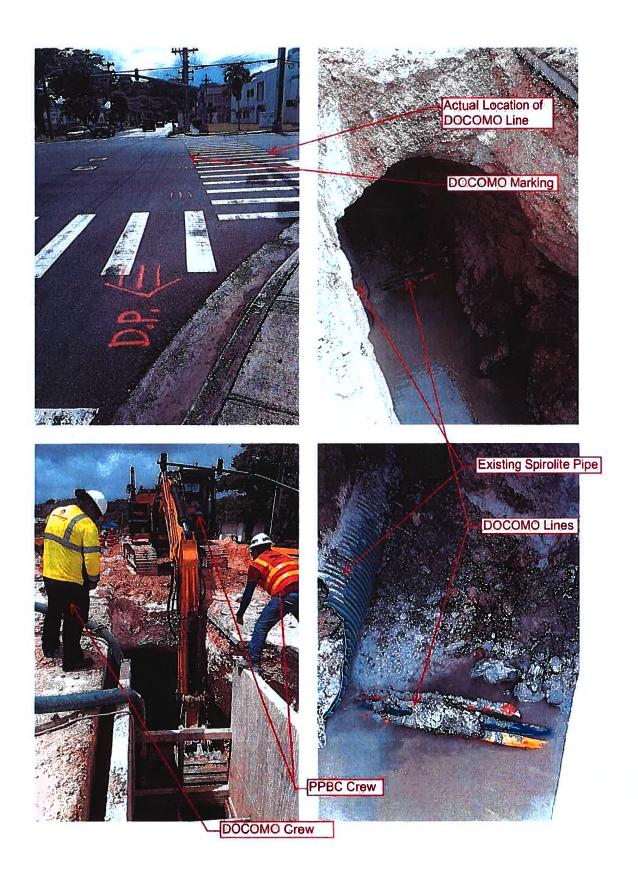
Although we are cautious on our excavation and I constantly reminding my crew regarding the ug utility markings especially this one, but this morning we still hit the Docomo UG line. The actual location is around 7 feet offset from their markings and it crosses directly under the existing spirolite pipe which is below 12'+ from the surface ( please see attached photos). Docomo did not provide us information on its depth when they put the markings, we are expecting only a depth of 3' to 4' and not less than 3' away from their marking.

I informed them at 1 PM about the incident and they responded around 3 PM but they just check it and did not fix it today. They will be back tomorrow 9:00 am to do their repair. My trenching activity in SL-6764A is on hold since before lunchtime this morning until the Docomo crew is finished on their repair and so it cost another delay on our part.

Another issue is that the Docomo line is an obstruction on the elevation of the pipe we are going to install. We requested to them to adjust their line lower but they said they cannot do anything about it. We are still figuring out what to do, if we press it downward the line may break.

Best Regards,

Jerlie M. Gutierrez
PROPACIFIC BUILDER CORP.
formerly GUAM YOOSHIN CORP.
P.O. Box 7446 Tamuning,
Guam 96931 USA
Tel. (671) 477-3109



:9	CONTRACTOR PRODUCTION	RE	PORT				ATE:
	(ATTACH ADDITIONAL SHEETS IF NEC	ESSA	RY)			Wednesda	y, May 13, 2020
CONTRACT NO.	TITLE AND LO	CATI	ON		-	REP	ORT NO.
S15-006-EPA	Route 4 Relief Sewer Line Reha	bilitat	ion and	Replacement		4	804
	Guam Waterwor	ks Au	thority	·			704
CONTRACTOR P	ProPacific Builder Corp.		SUPERVI PERINTE			Oliver Yusi /	
A.M. WEATHER	P.M. WEATHER	M	AX. TEM	PERATURE (°F)		MIN. TEMPERA	TURE (°F)
Fair	Fair WORK PE	PEOR	MED T	ODAY	<u> </u>		
WORK	LOCATION AND DESCRIPTION	T		PLOYEE	1 N	UMBER	HOURS
Dewatering of tren		1		tions Manager	· · ·	1	4
2. Excavation & tren		2		t Manager		1	9
3. Hauling & disposa	of excavated materials for SL-6764A.	3		t Engineer		1	9
	handhole for the traffic lights.	4		intendent		1	9
5. Dewatering of trer		5	Super				
6. Excavation & trend		6	Forem			1	9
	of excavated materials for SL-6764.	7	Carpe			2	18
	of excavated materials for SL-6764.  Abox for SL-6764 pipe #10.	8	Masor			2	25.5
	se & compaction for SL-6764 pipe #10.	10	Opera	lled Worker		7	18 63
	of TTCP & safety equipments for SMH-6903		Welde			,	03
	out sewer from SMH-6903 to SMH-937.	12	Electri				
	SMH-6903 & SMH-937.	13			<b></b>		
14.Apply epoxy coation		14					
15.Clean & wash roa	d spill from Agana Bridge in Route 4 to	15					
Casimiru Street vi	a Sgt. Roy Damian Jr. Street.	16					
		17					
		18					
		19			ļ		
		20			<u> </u>		
	WAS A JOB SAFETY MEETING HELD THIS DATE?	YES	x NO		IOURS ON JOB S		164.50
	(If YES, attach copy of the meeting minutes) WERE THERE ANY LOST TIME ACCIDENTS THIS DATE?	TYES	X NO	TOTAL WORK	IOURS ON JOB 3	IIE INIS DATE	104.50
SAFETY	(if YES, attach copy of compated OSHA report)	_		CUMULATIVE TOTAL OF	WORK HOURS FE	OM PREVIOUS REPORT	17,270.00
WAS TRENCHING/SCAFFOLD/HV ELE (If YES, attach statement or checklist at		YES	X NO				
WAS HAZARDOUS MATERIAL/WASTE (E YES, attach description of incident a		YES	X NO	TOTAL WORK HOUR	S FROM START	F CONSTRUCTION	17,434.50
	TAKEN TODAY/SAFETY INSPECTION CONDUCTE	D		l			
Housekeeping							
Inspection of proper PPI	Ε.				YES	SAFETY REQUIR	EMENTS HAVE BEEN
Inspection of tools and e	equipments.				1 1 5		MET
Inspection of mechanize	d equipments.						
EQUIPMENT/MATERIAL	RECEIVED TODAY TO BE INCORPORATED IN JO	В		-	-		
45.5 cy 3/4 bedding rock	•						
10,0 0, 0, 10000, 1000							
	LANT EQUIPMENT ON JOB SITE TODAY.						
backhoe/ loader		traile					
excavator 2 each dewatering boxes		arrov	v lights				
dump truck							
REMARKS:							
181	due to COVID 19 was extended to June 5.						
	still working on the excavated communication line.						
	ot yet fix by Insituform, unable to complete channel a avated materials happened at Rte 4 & Sgt. Roy Dami			none DDPC class "	ha mad! 4	he halp of COM	
Accidental spill of exce	avated materials nappened at Rte 4 & Sgt. Roy Dami Tristan Ang		wongn	nong FFBC clean (		ne neip of DPW. /ednesday, Ma	v 13. 2020
	Project Eng			<del></del>		DATE	

	CONTRACTOR PRODUCTIO	N F	REPORT			0	ATE:
	(ATTACH ADDITIONAL SHEETS IF NE	CES	SARY)			Tuesday,	May 05, 2020
CONTRACT NO.	TITLE AND I	OC	ATION			REP	ORT NO.
	Route 4 Relief Sewer Line Reh			Replacement			
S15-006-EPA	Guam Waterwo			·			296
CONTRACTOR			SUPERVI	SOR /			
F	ProPacific Builder Corp.		SUPERINT			Oliver Yusi /	
A.M. WEATHER Fair	P.M. WEATHER Fair	1	MAX. TEN	IPERATURE (°F)		MIN. TEMPERA	TURE (°F)
T Can	WORK PE	RF	ORMED T	ODAY	<u> </u>		
WOR	K LOCATION AND DESCRIPTION	T		PLOYEE	N	IUMBER	HOURS
Dewatering of tre		十		ations Manager		1	4
2. Excavation & tren		T		ct Manager		1	8
	al of excavated materials for SI-6764A.	T		ct Engineer		1	8
4. Survey & level pig	oe #2 for SL-6764A.	$\blacksquare$		rintendent		1	8
	ock around pipe #2 for SL-6764A.		5 Super				
<ol><li>Dewatering of tre</li></ol>		4	6 Foren			1	8
7. Excavation & tren		4	7 Carpe			2	16
	al of excavated materials for SL-6764.	+	8 Maso			2	24 16
9. Survey & level pip		-	9 Opera	lled Worker		4	30.5
	ock around pipe #9 of SL-6764. rench above pipe #8 for SL-6764.	+	11 Weld			4	30,5
	of TTCP & safety equipments for SMH-690	┽	12 Electr				
	out sewer from SMH-6905 to SMH-935.	~+	13	Iolan			
14.Disinfect SMH-69		+	14				
	concrete for bench & channel of SMH-690	5.	15				
	t bottom part of SMH-6905.	1	16				
17.Apply primer & in	termediate coat at bottom part of SMH-6905	5.	17				
18.Install & removal	of TTCP & safety equipments for SMH-6904	1.	18				
	out sewer from SMH-6904 to SMH-938.		19				
20.Disinfect SMH-69	04 & SMH-938.	_	20				
	WAS A JOB SAFETY MEETING HELD THIS DATE?	V	ES X NO	1			
JOB	(If YES, attach copy of the meeting minutes)			TOTAL WORK	IOURS ON JOB 8	ITE THIS DATE	122.50
SAFETY	WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? (If YES, attach copy of competed OSHA report)		ES X NO	CUMULATIVE TOTAL OF	NORK HOURS FF	IOM PREVIOUS REPORT	16,489.00
was trenching/scaffold/hv ele			ES X NO				
	RELEASED INTO THE ENVIRONMENT?		ES X NO	TOTAL WORK HOUR	S FROM START	OF CONSTRUCTION	16,611.50
(If YES, attach description of incident	and proposed action) TAKEN TODAY/SAFETY INSPECTION CONDUCT	FD					
LIOT DAI ETT AUTIONO	THE TODATION ETT MOI EOTION CONDOC						
Housekeeping							
Inspection of proper PP	E.				YES		EMENTS HAVE BEEN
Inspection of tools and					1 1 2 3		MET
Inspection of mechanize	ed equipments.					1	
EQUIPMENT/MATERIAL	RECEIVED TODAY TO BE INCORPORATED IN J	ОВ					
51 ton base course							
23 cy CLSM.							
43 cy 3/4 bedding rock,							
	LANT EQUIPMENT ON JOB SITE TODAY.	4.					
backhoe/ loader excavator 2 each			railers rrow lights				
dewatering boxes			oom truck				
dump truck							
REMARKS:						······································	
* * *	e due to COVID 19 was extended to June 5.						
	ducted concrete test & sampling for CLSM of SL-67	_	•				
	nmunication line was excavated below existing spire	olite (	pipe and aro	und 7' offset from cle	earance ma	rkings. Docomo wa	15
notified and their crev	w (lead by Joe Salas) responded at <mark>around 3 PM.</mark> Tristan Ai	nae	les			Tuesday, May	05. 2020
-	Project Er					DATE	

	Cost of Delay Due to Docomo Underground Line	ergroun	d Line		
	Description	Qey	Unit	Unit Cost	Cost
•	Labor Cost				
	Project Manager	9	Days	272.72	1,636.32
	Project Engineer	9	Days	200.00	1,200.00
	Foreman	9	Days	200.00	1,200.00
	Helpers (2 x 14.01/hr) for dewatering & excavating.	9	Days	224.16	1,344.96
7	Equipments				
	Excavator w/ operator	9	Days	00:096	5,760.00
	Backhoe/Loader w/ operator.	9	Days	520.00	3,120.00
	Dewatering Pumps (2 each) with hose & fittings.	9	Days	204.00	1,224.00
	Miscellaneous Equipments (TTC, dewatering box, trench box, etc)	•	Days	Free	Free
			03	SUB-TOTAL	15,485.28
		0	verhead &	Overhead & Profit (15%)	2,322.79
			0.7	SUB-TOTAL	17,808.07
			9	GRT (5.21%)	928.25
			TO	TOTAL COST	18,736.32

## Attachment "F"

Y DYCHWEHT " F"

### Jerlie M. Gutierrez

Subject:

FW: GWA CIP Project Memo 2020MAR19

Attachments:

R4RSLRR Temp. Suspension of Work Due to COVID 19.pdf

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]

**Sent:** Thursday, March 26, 2020 3:01 PM **To:** 'mcbordallo@guamwaterworks.org'

Cc: 'John Riegel'; 'Butch Arce'; 'fgyc.ppbc@gmail.com'; 'Jean Yu'; 'Tristan P. Angeles'; 'Vicente Escabillas'; 'Tyrone De

Guzman'; 'Noel Viaje'

Subject: RE: GWA CIP Project Memo 2020MAR19

Miguel,

Please see attached letter providing our reasons for temporarily suspending our jobsite work for R4RSLRR project. We are looking forward for your consideration.

Best Regards,

### Jerlie M. Gutierrez

PROPACIFIC BUILDER CORP. formerly GUAM YOOSHIN CORP. 750 Rte 8 Ste 202 Hanam Plaza, Barrigada, Guam 96913 USA Tel. (671) 477-3109 Fax (671) 477-7424 Email:rgyc@guam.net

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Monday, March 23, 2020 11:15 AM

To: Jerlie M. Gutierrez; Noel Viaje

Cc: 'John Riegel'; Butch Arce; fgyc.ppbc@gmail.com; 'Jean Yu'; 'Diaz, Pete'; 'Cacilie Craft'; 'Tristan P. Angeles'; 'Vicente

Escabillas'; Jun Capulong; Nilo Villaluz

Subject: RE: GWA CIP Project Memo 2020MAR19

### Jerlie,

We understand that ProPacific takes extra precautious to your workers due to the COVID 19 virus. That is your own business decision and may not necessarily justify as a time extension.

If you wish for consideration on this matter, Send a letter to the GM's office with documentation providing detailed reasons.

Regards,

### Tyrone de Guzman, P.E. | EMPSCO Engineering Consultants

1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929

Tel no.: 671.638.4716/5716; Fax: 671.638.2136 | empsco@guam.net

From: Jerlie M. Gutierrez <rgyc@guam.net> Sent: Monday, March 23, 2020 10:20 AM

To: Tyrone De Guzman <tyrone.deguzman@empsco.net>; Noel Viaje <noel.viaje@empsco.net>

Cc: 'John Riegel' <JRiegel@BrwnCald.com>; Butch Arce <butch.arce@empsco.net>; fgyc.ppbc@gmail.com; 'Jean Yu' <jgyc@guam.net>; 'Diaz, Pete' <Pete.Diaz@aecom.com>; 'Cacilie Craft' <ccraft@garciaandassociates.com>;

1

'Tristan P. Angeles' <dgyc@guam.net>; 'Vicente Escabillas' <sgyc@guam.net> Subject: RE: GWA CIP Project Memo 2020MAR19

Tyrone & Noel,

Due to the recent development on COVID 19 cases on Guam were more people have been tested positive and the 1st COVID 19 death during the weekends is a patient in Renal Care Clinic in SinaJana which is very very close to our jobsite, we are TEMPORARILY SUSPENDING OUR JOBSITE OPERATION FOR THIS WEEK. The victim may have infected other people in the clinic including the staff and those people are passing to our jobsite on a daily basis. There is also a high probability of COVID 19 virus presence on the sewage flow flush by infected people from that clinic, so we cannot work on the manhole rehab aside from the reason that they are not yet completed by Insituform.

As much as we want to progress with the project, our jobsite is located in major thoroughfares were lot of people (including those infected) pass daily, our workers are highly expose to this very contagious and deadly disease. Although we received a memo circulated last week but due to this latest development, we are hoping that there will be a consideration for this matter. We cannot put our workers health & safety in a clear and present danger. SAFETY FIRST!

Best Regards,

### Jerlie M. Gutierrez

PROPACIFIC BUILDER CORP. formerly GUAM YOOSHIN CORP. 750 Rte 8 Ste 202 Hanam Plaza, Barrigada, Guam 96913 USA Tel. (671) 477-3109 Fax (671) 477-7424 Email:

From: Jerlie M. Gutierrez <rgyc@guam.net>
Sent: Friday, March 20, 2020 3:49 PM
To: Tyrone De Guzman <tworone.deguzman@empsco.net>
Cc: Noel Viaje <noel.viaje@empsco.net>; Butch Arce <butch.arce@empsco.net>; 'Vicente Escabillas' <sgyc@guam.net>; fgyc.ppbc@gmail.com; 'Jean Yu' <jgyc@guam.net>; 'Diaz, Pete' <Pete.Diaz@aecom.com>; 'Cacilie Craft' <ccraft@garciaandassociates.com>; 'John Riegel' <JRiegel@BrwnCald.com>
Subject: RE:

Tyrone,

We will continue on our jobsite activities until the government order a total lockdown. We will continue our excavation & pipe laying activities as well as our manhole repairs on the inactive sewer line on the coming weeks. We temporarily suspend our rehab works on the active lines especially along Marine Drive due to high probability of COVID 19 virus presence on the sewage flow flush by infected people.

Best Regards,

Jerlie M. Gutierrez
PROPACIFIC BUILDER CORP.
formerly GUAM YOOSHIN CORP.
750 Rte 8 Ste 202 Hanam Plaza,



### PROPACIFIC BUILDER CORPORATION

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

Date:

March 26, 2020

To:

Miguel C. Bordallo, P.E. General Manager - GWA

Subject:

Temp. Work Suspension for S15-006-EPA R4RSLRR Due to COVID 19

Reference:

GWA CIP Project Memo 2020MAR19

Sir,

Due to the recent development on COVID 19 cases on Guam were more people have been tested positive (half of them are from Cental District) and the 1st COVID 19 death during the weekends is a patient in Renal Care Clinic in Sinajana which is very very close to our jobsite, we are temporarily suspending our jobsite operation for this week and it may be extended depending on the severity of the situation. The victim may have infected other people in the clinic including the staff and those people are passing to our jobsite on a daily basis. There is also a high probability of COVID 19 virus presence on the sewage flow flush by the infected people from that clinic or from their home, so working for the manhole rehabilitation is highly risky.

Although our project is an essential infrastructure, there is currently a functioning active line running parallel to this project thereby rendering no disruption nor delay of service to the people of Guam.

As much as we want to progress with the project, our jobsite is located in major thoroughfares where lot of people (including those infected) pass frequently, our workers are highly exposed to this very contagious and deadly disease. Although we received a memo circulated last week thru B&C but due to this latest development, we are hoping that there will be a consideration for this matter. We cannot put our workers health & safety in a clear and present danger. SAFETY FIRST!

We are looking forward for your consideration.

Thank you very much.

Sincerely,

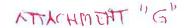
Jerlie Gutierreze Project Manage

ProPacific Builders Corp.

## Attachment "G"

# **CIPP TERMINATION LEAKS**

Date when PPBC found strong leaks at SMH-6903 & SMH-6904 and been reported to CM.
Another leaks were found at SMH-6907 & SMH-6906 and were reported to CM.
Insituform/Mocon repaired the leak at SMH-6906 & SMH-6907.
PPBC found leaks at CIPP termination in SMH-6899 & reported to CM.
Site verification & meeting with B&C and EMPSCO.
PPBC found leaks at CIPP termination in SMH-181A & reported to CM.
Scheduled date when Insituform/Mocon to repair the CIPP termination leak.
Calendar days when PPBC started to find & report CIPP termination leaks during PPBC manhole rehab works up to Insituform/Mocon will repair the leaks.



Subject:

FW: Route 4 manhole inspection for leaks and leaks repairs

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Tuesday, June 02, 2020 12:30 PM

To: Jerlie M. Gutierrez; Noel Viaje; 'Floriano Escabillas'

Cc: 'Jean Yu'; John Riegel; Ferdie Cabuhat; Butch Arce; Jun Capulong; Nilo Villaluz; 'Vicente Escabillas'

Subject: FW: Route 4 manhole inspection for leaks and leaks repairs

### Jerlie,

The following are the tentative schedule of Insituform/Mocon for inspection and leak repair of manholes. Insituform/Mocon shall provide their traffic control, access, safety equipment, pumps, plugs, repair materials, and labor required for inspection and repairs.

a. June 5, Friday: Manhole 6899 and 6901

b. June 8, Monday: Manhole 6902 and 6904

c. June 9, Tuesday: Manhole 6908

d. June 10, Wednesday: Manhole 180 and 181A

e. June 11, Thursday: Manhole 183

Pleas note that schedule may change depending on time required to inspect each manhole. Let me know if you have any questions/clarification.

### Thank you,

Tyrone

### Tyrone de Guzman, P.E. | EMPSCO Engineering Consultants

1998 Army Drive, 2/F EMPSCO Bldg, Dededo, Guam 96929

Tel no.: 671.638.4716/5716; Fax: 671.638.2136 | empsco@guam.net

From: Garrett Fogg <garrettfogg@moconpacific.com>

Sent: Tuesday, June 02, 2020 9:09 AM

To: Ferdie Cabuhat < <a href="mailto:ferdie.cabuhat@empsco.net">ferdie Cabuhat <a href="mailto:ferdie.cabuhat@empsco.net">ferdie Cab

Subject: Route 4 manhole inspection

### Hi everybody,

I informed Ferdie this morning but wanted to make sure everyone is on the same page. My tentative schedule for inspecting manholes on the Route 4 project is below.

Friday 6/5: Manhole 6899 and 6901

Monday 6/8: 6902 and 6904

Tuesday 6/9: 6908

Wednesday 6/10: 180 and 181A

Thursday 6/11: 183

Schedule may change depending on time required to inspect each manhole.

Thank you,

**Garrett Fogg** 

99-1000 Halawa Valley Street | Suite A | Aiea, HI 96701

Cell: 808-780-5411

Guam Cell: 671-489-3970

1

Subject:

FW: CIPP Termination Leak at SMH-6899

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]
Sent: Wednesday, May 20, 2020 4:15 PM
To: 'Tyrone De Guzman'; 'Ferdie Cabuhat'

Cc: 'Noel Viaje'; 'Vicente Escabillas'; 'Jean Yu'; 'Floriano Escabillas'

Subject: RE: CIPP Termination Leak at SMH-6899

### Tyrone,

Since we cannot do anything yet on SMH-6899 until the leak is fixed, we will advance to other manholes. Below is our revised target schedule for the manhole rehab:

CRALL 101A	May 21 25
2IVIH-1914	May 21-25
SMH-181	May 26-28
SMH-180	June 1-5
SMH-183	June 8-11
SMH-6899	After Insituform/Mocon seal the leak
SMH-6904	After Insituform/Mocon seal the leak
SMH-6902	After pipe replacement
SMH-6901	After pipe replacement
SMH-6908	TBD
SMH-6709	TBD
SMH-939	TBD
	SMH-180 SMH-183 SMH-6899 SMH-6904 SMH-6902 SMH-6901 SMH-6908 SMH-6709

These are just target schedule, we may revise them depending on what we will encounter. We will give you notice when there are changes.

### Best Regards, Jerlie M. Gutierrez

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]

Sent: Monday, May 18, 2020 5:22 PM
To: 'Tyrone De Guzman'; 'Ferdie Cabuhat'

Cc: 'Noel Viaje'; 'Vicente Escabillas'; 'Jean Yu'; 'Floriano Escabillas'

Subject: RE: CIPP Termination Leak at SMH-6899

### Tyrone,

Our only remaining work in SMH-6899 is the epoxy coating of the floor. Until the leak is fixed there is nothing for us to work on for this particular manhole so we will advance to the next manhole which is SMH-181A on Wednesday instead.

### Best Regards, Jerlie M. Gutierrez

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

**Sent:** Monday, May 18, 2020 4:49 PM **To:** Jerlie M. Gutierrez; Ferdie Cabuhat

Cc: Noel Viaje; 'Vicente Escabillas'; 'Jean Yu'; 'Floriano Escabillas'

Subject: RE: CIPP Termination Leak at SMH-6899

### Jerlie,

Ferdie is coordinating with Mocon about the leak at SMH 6899.

Your schedule for <u>SMH 6899 is on May 20 -21</u>. As agreed with John, Mocon/Insituform can do INSPECTION only on the following dates to verify the leak.

SMH-6900	May 14-19
SMH-6899	May 20-21
SMH-181A	May 25-27
SMH-181	May 27-29
SMH-180	June 1-5
SMH-183	June 8-11

Note that John already informed Insituform/Mocon on this schedule.

### Regards,

### Tyrone de Guzman, P.E. | EMPSCO Engineering Consultants

1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929

Tel no.: 671.638.4716/5716; Fax: 671.638.2136 | empsco@guam.net

From: Jerlie M. Gutierrez <rgyc@guam.net>
Sent: Monday, May 18, 2020 4:33 PM

To: Tyrone De Guzman <tyrone.deguzman@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net> Cc: Noel Viaje <noel.viaje@empsco.net>; 'Vicente Escabillas' <sgyc@guam.net>; 'Jean Yu' <jgyc@guam.net>;

'Floriano Escabillas' <fgyc.ppbc@gmail.com>
Subject: CIPP Termination Leak at SMH-6899

### Tyrone,

Our crew for SMH rehab works encountered a very strong leak at the bottom part upstream side of the manhole between pipe & CIPP when they placed the plug and drain the manhole (please see attached video). Our schedule to complete our rehab for this manhole is on Wednesday per preceding email. Please have Insituform/Mocon fix it by tomorrow so we can proceed as schedule. We will continue our work on SMH-6900 tomorrow.

Best Regards,

Jerlie M. Gutierrez

From: Sent:

To:

Cc:

Jerlie M. Gutierrez [rgyc@guam.net]
Friday, May 08, 2020 9:36 AM
'Noel Viaje'; 'Ferdie Cabuhat'
'Tyrone De Guzman'; 'Vicente Escabillas'; 'Jean Yu'; 'fgyc.ppbc@gmail.com'
CIPP Leak in SMH-6904

Subject:

### Noel/Ferdie,

May we know when can Insituform fix the leak between CIPP & existing pipe at SMH-6904? It has been reported since Wednesday and we cannot finish our channeling & benching for this manhole with this leak.

Best Regards,

Jerlie M. Gutierrez PROPACIFIC BUILDER CORP.

formerly GUAM YOOSHIN CORP. P.O. Box 7446 Tamuning, Guam 96931 USA Tel. (671) 477-3109

Fax (671) 477-7424 Email: rgyc@guam.net

Subject:

FW: CIPP Leak at SMH-6906

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Tuesday, April 21, 2020 5:24 PM

To: Jerlie M. Gutierrez

Cc: Noel Viaje; Ferdie Cabuhat; fgyc.ppbc@gmail.com; 'Jean Yu'; 'Vicente Escabillas'

Subject: RE: CIPP Leak at SMH-6906

Jerlie,

Noted; This shall be one of the items Mocon will repair tomorrow so you can complete your rehabilitation work. I will send also this information to BrnCald for record. You need to log the days that impact PPBC schedule due to this redo work of Mocon so, we have all the records for the justifiable claim.

I think you already receive John's email for tomorrow. We are looking forward for your help and cooperation for the mutual interest to finish the project. Thank you very much.

### Regards,

### Tyrone de Guzman, P.E. | EMPSCO Engineering Consultants

1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929

Tel no.: 671.638.4716/5716; Fax: 671.638.2136 | empsco@guam.net

From: Jerlie M. Gutierrez <rgyc@guam.net>
Sent: Tuesday, April 21, 2020 4:25 PM

To: Tyrone De Guzman <tyrone.deguzman@empsco.net>

Cc: Noel Viaje <noel.viaje@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; fgyc.ppbc@gmail.com;

'Jean Yu' <jgyc@guam.net>; 'Vicente Escabillas' <sgyc@guam.net>

Subject: CIPP Leak at SMH-6906

Tyrone,

There are also leaks between CIPP liner & old pipes in SMH-6906 on both upstream & downstream connections but the upstream side is really strong. Leaks are located on the bottom part of the sewer lines where it was not grouted just like those in SMH-6907. Please see attached photos.

Best Regards.

Jerlie M. Gutierrez

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Friday, April 17, 2020 5:40 PM

To: Jerlie M. Gutierrez

Cc: Noel Viaje; Ferdie Cabuhat; fgyc.ppbc@gmail.com; 'Jean Yu'; 'Vicente Escabillas'

Subject: RE: CIPP Leak at SMH-6907

Jerlie,

Noted; I will coordinate this with BrownCald as soon as possible. I know there was an initial talk between you and Noel in regards with the issue.

I'll get back to you.

Regards,

Tyrone de Guzman, P.E. | EMPSCO Engineering Consultants

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1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929 Tel no.: 671.638.4716/5716; Fax: 671.638.2136 | empsco@guam.net

From: Jerlie M. Gutierrez < rgyc@guam.net > Sent: Friday, April 17, 2020 5:22 PM

To: Tyrone De Guzman < tyrone.deguzman@empsco.net >

Cc: Noel Viaje <noel.viaje@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; fgyc.ppbc@gmail.com; 'Jean Yu' <jgyc@guam.net>; 'Vicente Escabillas' <sgyc@guam.net>

Subject: CIPP Leak at SMH-6907

### Tyrone,

We cannot complete our construction of channel & bench at SMH-6907. We already poured concrete for the sides but we cannot finish the floor due to a leak coming from between CIPP liner & pipe at the bottom part in the downstream side of the manhole. The liner was grouted around the edges by the Insituform except on the bottom part thus where the water leak goes out. This not our scope and it needs to be fixed by Insituform so we can complete ours. This is the only manhole we have dried up for now, we still have to see the other manholes as we move to work on them.

Attached are some photos. I have a video but the file size is large it stalled my computer. Anyway, we inspected this with Noel & Ferdie and they also have their own photos & videos. Best Regards,

Jerlie M. Gutierrez
PROPACIFIC BUILDER CORP.

Subject:

FW: GWA-S15-006-EPA Route 4 RSLRR (Liner Termination at SMH Shot 2, 3 and 4)n

4 SHILLING & 2

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Tuesday, February 11, 2020 2:07 PM

To: Jerlie M. Gutierrez

Cc: Noel Viaje; fgyc.ppbc@gmail.com; sgyc@guam.net; jgyc@guam.net; 'Tristan P. Angeles'; Butch Arce; George

Watson; John Riegel; Jun Capulong; Nilo Villaluz

Subject: FW: GWA-S15-006-EPA Route 4 RSLRR (Liner Termination at SMH Shot 2, 3 and 4)n

lerlie.

Per Mocon, a tentative schedule to repair termination ends is on Monday, 1/17/20. If there a change of date, we shall let you know.

Regards,

Tyrone de Guzman, P.E.
EMPSCO Engineering Consultants
1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929
Tel no. 671.638.4716/671.638.5716; Fax: 671.6382136
empscola guant.net

From: Ted Kepper < tedkepper@moconpacific.com>
Sent: Tuesday, February 11, 2020 12:44 PM
To: Ferdie Cabuhat < ferdie.cabuhat@empsco.net>

Cc: Daren Miller <dmiller@aegion.com>; Butch Arce <butch.arce@empsco.net>; Nilo Villaluz <nilo.villaluz@empsco.net>; Jun Capulong <jun.capulong@empsco.net>; Tyrone De Guzman <tyrone.deguzman@empsco.net>; Noel Viaje <noel.viaje@empsco.net>

Subject: Re: GWA-S15-006-EPA Route 4 RSLRR (Liner Termination at SMH Shot 2, 3 and 4)

Hi Firdie.

As of today Mocon has received the grouting material for the termination ends of the installed CIPP liners. We are anticipating on having a crew available on Monday to begin the sealing process. I have not acknowledged this info with Daren Miller with Insituform but I don't believe he will have any objections with our tentative schedule.

Thanks a Bunch, Ted

**Ted Kepper** 

Operations Manager 99-1000 Halawa Valley Street | Suite A | Aiea, HI 96701 P: 808-222-0183

Subject:

FW: Strong Water Leaks at SMH 6903 & SMH-6904

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]

Sent: Friday, February 07, 2020 8:46 AM

To: 'Tyrone De Guzman'

Cc: 'Noel Viaje'; 'Ferdie Cabuhat'; 'sgyc@guam.net'; 'jgyc@guam.net'; 'John Riegel'; 'George Watson'; 'Butch Arce'

Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

### Tyrone,

Do we have update of when Insituform will fix the leaks so we can proceed on our manhole benching & channeling works? These works also have long duration because we need to cure the concrete before we can apply epoxy coating. The process cannot be done simultaneously for couple of manholes but only one by one from downstream smh to upstream smh because once we cut the lateral in a particular smh, sewage from that lateral will already be discharging to the downstream SL. This affects also our construction schedule. We will submit claim for this.

Best Regards.

Jerlie M. Gutierrez

From: Butch Arce [mailto:butch.arce@empsco.net]

Sent: Friday, December 06, 2019 7:22 PM

To: George Watson; Tyrone De Guzman; Jerlie M. Gutierrez

Cc: Noel Viaje; Ferdie Cabuhat; sgyc@guam.net; jgyc@guam.net; John Riegel; Jun Capulong; Nilo Villaluz

Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

For the record, and given the development of un-expected events relevant to this project, the following needs to be noted:

- Per CM's review, progress of work by ITF indicates that they are substantially behind on their work schedule as
  compared to their current proposed schedule. It is required that ITF shall take necessary steps to improve its
  progress of work at no additional cost to GWA.
- 2. It has also come to CM's attention that certain aspects of PPBC work scope hinges on the timely completion of work scope that needed to be completed by ITF, prior to PPBC starting their phase or portion of the work. Under this circumstance, there exists the potential claim for delays by PPBC as a result of ITF falling behind in their work progress. It shall be made clear that GWA shall not be responsible for costs attributed to such delays.
- 3. At last week's meeting, ITF has stated that all of their personnel will be off-island. In this regard, we conclude that no major work activities will be performed by ITF during the month of December 2019. Non-compliance by ITF to meet approved work schedule would adversely affect completion of this project. ITF has not made or taken any action to address how the planned completion date will be regained or met.

In view of the above concerns, it is requested that all concerned parties to immediately schedule a meeting to address the above concerns.

r/ba

From: George Watson [mailto:gwatson@BrwnCald.com]
Sent: Friday, December 06, 2019 9:54 AM

To: Tyrone De Guzman; Jerlie M. Gutierrez

Subject:

FW: Strong Water Leaks at SMH 6903 & SMH-6904

From: Jerlie M. Gutierrez [mailto:rgyc@guam.net]
Sent: Tuesday, December 10, 2019 10:48 AM
To: 'George Watson': 'Tyrone De Guzman'

Cc: 'Noel Viaje'; 'Ferdie Cabuhat'; 'sgyc@guam.net'; 'jgyc@guam.net'; 'John Riegel'; 'Butch Arce'; 'Jun Capulong'; 'Nilo

Villaluz'

Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

George & Tyrone,

We cannot even start the main works for the manhole rehabs that have long durations until these leaks are repaired because they have to be done in sequence and should start from downstream manholes to upstream manholes.

- Cut and connect laterals: we have to cut the existing laterals and provide temporary annular bypass with
  flexible pipes from lateral inflow going to the sewerline so that we can plug the existing lateral outflow between
  manholes with CLSM. The elevation of these laterals are within the height of the bench thus we cannot do
  proper channels for lateral flows while in the other side there will be a canal.
- Channeling & Benching: We cannot pour concrete for benching if there is a strong leaks on the mouth of the manholes, the concrete will just flow inside the pipes. Since the floor of the manholes are way below grade, the temperature is cold thus the concrete takes longer than normal to be dry.
- . Epoxy coating: we have to wait for the concrete (channel & bench) to be dried before we can apply the coating.

Furthermore, the lines that have been installed with CIPP must be activated first so we can cut & connect the laterals and let sewage flow to the activated lines.

Best Regards.

Jerlie M. Gutierrez

From: George Watson [mailto:gwatson@BrwnCald.com]

**Sent:** Friday, December 06, 2019 9:54 AM **To:** Tyrone De Guzman; Jerlie M. Gutierrez

Cc: Noel Viaje; Ferdie Cabuhat; sgyc@guam.net; jgyc@guam.net; John Riegel; Butch Arce; Jun Capulong; Nilo Villaluz

Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

To add to the information below, Insituform (via Mocon) is still waiting on the materials they would need to repair the infiltration. It has been ordered according to Ted, but not on island yet. Also, many of their guys will be leaving the island in the next week or two for Christmas leave.

From: Tyrone De Guzman <tyrone.deguzman@empsco.net>

Sent: Friday, December 06, 2019 8:59 AM To: Jerlie M. Gutierrez <rgyc@guam.net>

Cc: Noel Viaje <noel.viaje@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; sgyc@guam.net; jgyc@guam.net; George Watson <gwatson@BrwnCald.com>; John Riegel <JRiegel@BrwnCald.com>; Butch Arce <butch.arce@empsco.net>; Jun Capulong <jun.capulong@empsco.net>; Nilo Villaluz <nilo.villaluz@empsco.net> Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

Jerlie,

We are fully aware on the situation; that is why we are pushing the Insituform to repair the leaks when the issue brought on the table. Unfortunately, Insituform can do the repair at around 2<sup>nd</sup>.3<sup>rd</sup> week of January 2020 based on yesterday meeting.

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I know that it will affect your crew and schedule in general.

We really appreciate if you can you give us a more detail effect based Insituform behind schedule to perform the leak repair job.

Thank you, Tyrone

Tyrone de Guzman, P.E.
EMPSCO Engineering Consultants
1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929
Tel no. 671.638.4716/671.638.5716; Fax: 671.6382136
empscoaeguam.net

From: Jerlie M. Gutierrez < rgyc@guam.net > Sent: Thursday, December 5, 2019 4:38 PM

To: Tyrone De Guzman <tyrone.deguzman@empsco.net>

Cc: Noel Viaje <noel.viaje@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>; sgyc@guam.net;

igyc@guam.net

Subject: RE: Strong Water Leaks at SMH 6903 & SMH-6904

Tyrone,

May I know the schedule when Insituform will finish the repair of the leaks between CIPP and the old pipes on the mouth of the existing manholes along Route 4? We have reported this issue more than a month already. We cannot do our channeling and benching works until these leaks are subdued and consequently also delay the works for lateral connections, filling with CLSM the laterals between manholes, and completing the epoxy coatings. My crew for the manhole rehabs can only do minimal works on the manholes that need to be rehabilitated until leaks are repaired.

Best Regards,

Jerlie M. Gutierrez

From: Tyrone De Guzman [mailto:tyrone.deguzman@empsco.net]

Sent: Wednesday, October 30, 2019 3:33 PM

To: Jerlie M. Gutierrez

Cc: Noel Viaje; Ferdie Cabuhat; <a href="mailto:squc@guam.net">squc@guam.net</a>; <a href="mailto:jqyc@guam.net">jqyc@guam.net</a>; <a href="mailto:jqyc@guam.net">jqyc@guam.net</a>; <a href="jqyc@guam.net">jqyc@guam.net</a>; <a href="jqyc@guam.net">jqyc@guam.net</a>; <a href="jqyc@guam.net">jqyc@guam.net</a>; <a href="jqyc@guam.net">jqyc@guam.net</a>; <a href="mailto:jqyc@guam.net">jqyc@guam.net</a>; <a href="jqyc@guam.net">jqyc@guam.net</a>; <a href="mailto:jqyc@guam.net">jqyc@guam.net</a>; 
Jerlie,

Noted; I will coordinate the issue to Brown and Caldwell.

Tyrone de Guzman, P.E.

EMPSCO Engineering Consultants
1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929
Tel no. 671.638.4716/671.638.5716; Fax: 671.6382136
empsco/a guam.net

From: Jerlie M. Gutierrez < rgyc@guam.net > Sent: Wednesday, October 30, 2019 2:47 PM

To: Tyrone De Guzman < tyrone.deguzman@empsco.net >

Cc: Noel Viaje <noel.viaje@empsco.net>; Ferdie Cabuhat <ferdie.cabuhat@empsco.net>;

sgyc@guam.net; jgyc@guam.net

Subject: Strong Water Leaks at SMH 6903 & SMH-6904

Tyrone,

There are strong water leaks at SMH-2903 & SMH-6904 coming from both sides of the manhole inbetween the pipes and the CIPP (please see attached video). These are no longer part of our scope. Our grout injections on these manholes are done and no more leaks prior to CIPP installation.

Best Regards.

Jerlie M. Gutierrez

### Attachment "H"



# **DELAYS DUE TO ADVERSE WEATHER CONDITION**

4	Anticipated Rain		Adverse Weather Condition	her Condition		Difference
502	Days	Occassional Rain	Rainy	Typhhon	Total	
Sep-19	7	5.5	5.5		11	4
Apr-20	1	12.5	0.5		13	12
May-20	2	1.5	1		2.5	0.5
					TOTAL	16.5

# ProPacific Builder Corp. PCO no. 5



#### PROPACIFIC BUILDER CORPORATION

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

Date; July 23, 2020

To: John Riegel, PE

Program Management, Senior Manager

Brown & Caldwell

Thru: Tyrone De Guzman, PE

Project Manager

**EMPSCO Engineering Consultants** 

Subject: CHANGE ORDER FOR CHANGE OF SCOPE

(Reallignment of Cost)

Reference: S15-006-EPA (Schedule A)

Route 4 Relief Sewerline Rehabilitation and Replacement

Dear Mr. Riegel,

Incompliance with your instructions in relation to the changes to the plans and specifications to accommodate the request of DPW-Highways Division during the permitting stage to lessen the affected traffic specifically at Route 4 - O'Brian intersection which led to the changes of some SOW. We are submitting a proposed change order for reallignment of the cost. These are the following changes on the SOW:

- Reduction of the construction of the proposed pre-cast sewer manhole from 2 to 1 (SMH-493A-Bid item 8.0). By the time the changes were decided, the pre-cast manholes are already been fabricated while the manhole covers are already been procured and shipped and are stored in our laydown area.
- Deletion of the installation of 12" SL between SMH-6901A & SMH-493A (Bid item 4.0). By the
  time the changes were decided, the materials are already been procured and shipped and are
  stored in our laydown area.
- Off-seting the construction of the new manhole (SMH-6901A). Due to relocating the proposed new manhole Westward, the median curb in front of Nanbo Insurance and one electrical handhole for the traffic signal were caught up in the excavation & trenching works thus need to be demolished and be reconstructed later.
- Off-seting of the laying of new 30" sewerlines. Due to the off-setting of the new sewer lines on
  one end but intersect with the existing pipes to be demolished on the other ends, the excavation
  and trenching works and as well as the removal of existing spirolite pipes became more difficult.
  It also made the trench wider than it supposed to be thus it doubled the excavation & trenching
  works, doubled the quantity of excavated materials to haul & disposed, more ground water to

pump out from trench, doubled the materials needed to backfill in the trench such as the bedding rocks, base course, and CLSM, and also added labor & equipments cost.

Although we spend more on the additional works brought about by these changes than the cost of the deleted items, we will abide by our discussion during our progress meeting that we will just equate this to "0-0", meaning there will be no addition nor reduction on the original contract price relating to these changes.

Attached are the calculation, related email from the CM, revised drawings and edited bid pages from AECOM for your reference.

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

Thank you very much.

Sincerely

Jerlie M. Grifferrez Project Manager

ProPacific Builders Corp.

#### S15-006-EPA PCO #5

ange of Scope Due to Change in Design

Item		Contract Information				Purchased Materials Cost			Remaining for	
Bid Item No.	Description	Item Qty	Units	Unit Price	Total Value of Item (5)	Materials Cost	Mark-up	Total Cost	other Materials, Labor, & Equipment Cost	
DEDUC	TVE ITEMS				V State of	7-7		40		
4.1	Installation of new 12" PVC Pipe & fittings by open trench, including warning/identification tape, cleaning, & testing, & CCTV.	22.00	LF	1,260.00	27,720.00	683.20	143.47	826.67	26,893.33	
6.1	Removal of existing Spirolite pipes & fittings including hauling and disposal.	40.00	LF	320.00	12,800.00				12,800.00	
7.2	Excavation for manholes including dewatering, muck handling & disposal, installation of shoring & trench box.	1.00	EA	15,000.00	15,000.00				15,000.00	
7.5	Backfill & compaction for manhole.	1.00	EA	12,000.00	12,000.00				12,000.00	
8.1	Precast Sewer Manhole, SMH-493A including flexible pipe seals and connectors, grade adjustment rings, frames and covers, CLSM.	1.00	EA	18,000.00	18,000.00	3,870.82	812.87	4,683.69	12,154.71	
	Hauling & Delivery from HRP yard to Toto Laydown Area					960.00	201.60	1,161.60		
8.2	Epoxy coating.	1.00	EA	5,000.00	5,000.00				5,000.00	
8.3	Channelized inverts, & testing.	1.00	EA	5,000.00	5,000.00				5,000.00	
	TOTAL DEDUCTIVE		===0	p. p.	95,520.00	5,514.02	1,157.94	6,671.96	88,848.04	
ADDITT	VE ITEMS	3 Co. 16		A. J. 10 L		A 0.355 5	1000		28 8 9	
7.0	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.									
7.1	Trench Excavation for pipes including dewatering, muck handling & disposal, installation of shoring & trench box (3cy+/LF).	311.00	LF	420.00					88,848.04	
7.4	Backfill for pipes including pipe bedding & CLSM.	311.00	LF	420.00						
7.6	Miscellaneous restoration works:	1.00	LS	10,000.00						
	Demolition and restoration of Curb and Median in front of Nanbo Insurance.									
	Demolition and restoration of electrical hanhole for traffic lights.								1	
	Painting of Curb.					National Control				
1800	TOTAL ADDITIVE		-				Carl Carl	grand that my	88,848.04	

#### Jerlie M. Gutierrez

Subject:

FW: Route 4 Relief Sewer: Route 4 Design Change

C-107 and C-108\_Revised.pdf; 00410 Bid Form\_Rebid\_CO1.pdf; 00410 Bid Attachments:

Form\_Rebid\_CO1\_edits.pdf; 01 11 00 Summary of Work\_Rebid\_CO1\_edits.pdf; 01 11 00 Summary of Work\_Rebid\_CO1.pdf

From: Tyrone De Guzman

Sent: Friday, July 12, 2019 2:03 PM To: Jerlie M. Gutierrez <rgyc@guam.net>

Cc: sgyc@guam.net; 'Tristan P. Angeles' <dgyc@guam.net>; Noel Viaje <noel.viaje@empsco.net>; Butch Arce <butch.arce@empsco.net>; Jun Capulong <jun.capulong@empsco.net>; Nilo Villaluz <nilo.villaluz@empsco.net>;

jgyc@guam.net; Ferdle Cabuhat <ferdle.cabuhat@empsco.net> Subject: FW: Route 4 Relief Sewer: Route 4 Design Change

Jerlie.

Attached herewith are the plans and specification for the design change. Please review the changes.

\*\*You can submit the affected Plans to Guam DPW.

For Change order on this design change, changes necessary to the plans and specification shall be described in CO. Price will be change as a result of manhole deletion, so the affected item on bid shall have a new price. We will discuss this CO as part of the agenda on the next bi-weekly meeting.

Thanks, **Tyrone** 

Tyrone de Guzman, P.E. **EMPSCO Engineering Consultants** 1998 Army Drive, 2/F EMPSCO Bldg. Dededo, Guam 96929 Tel no. 671.638.4716/671.638.5716; Fax: 671.6382136 empsco@guam.net

From: George Watson < gwatson@BrwnCald.com >

Sent: Tuesday, July 9, 2019 10:50 AM

To: Tyrone De Guzman < tyrone.deguzman@empsco.net >

Cc: John Riegel <a href="mailto:SIRiegel@BrwnCald.com">SIRiegel@BrwnCald.com</a>; Noel Viaje <a href="mailto:noel.viaje@empsco.net">noel.viaje@empsco.net</a>; Ferdie Cabuhat

<ferdie.cabuhat@empsco.net>; Butch Arce < butch.arce@empsco.net>

Subject: FW: Route 4 Relief Sewer: Route 4 Design Change

Tyrone,

Please see the attached. Have not heard from Tom Cruz about any additional comments or changes, and if there are, I will let you know. As of now, these are the changes to the plans and specs. I included both the clean version and the version showing the changes for the bid form and summary of work. These changes will need to be reviewed by the contractor (PPBC) as well for their compliance, and we can discuss any additional items after.

Thank you, George

From: George Watson

Sent: Wednesday, July 03, 2019 3:27 PM

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To: thomas@guamwaterworks.org

Cc: John Riegel (JRiegel@BrwnCald.com) <JRiegel@BrwnCald.com>; Kurt Bilz <KBilz@BrwnCald.com>; Pete Diaz

<Pete.Diaz@aecom.com>

Subject: FW: Route 4 Relief Sewer: Route 4 Design Change

Tom,

Please see attached and some of the changes to the specs below. These are the design changes we talked about at the Route 4 and O'Brian intersection. These changes reduce the number of new manholes installed from two to one, lessen the traffic affected, and in general simplify the work needed. Please let us know if you have any questions. If not, I'll be discussing these changes with PPBC and EMPSCO, and producing a change order.

Thank you, George

From: Diaz, Pete < Pete.Diaz@aecom.com > Sent: Wednesday, July 03, 2019 11:35 AM

To: John Riegel <a href="mailto:SRiegel@BrwnCald.com">JRiegel@BrwnCald.com</a> ; George Watson <a href="mailto:gwatson@BrwnCald.com">gwatson@BrwnCald.com</a> >

Cc: Joo, Seungdon < Seungdon.Joo@aecom.com >

Subject: RE: Route 4 Relief Sewer: Route 4 Design Change

#### Hi John/George,

No changes to the design plans we shared last week when we incorporated John's comment. See attached. George: you were going to confirm if design changes to be made on original scan of design plans or if a new drawing requiring new signature was preferred.

As far as changes to the specifications to account for the design changes see the verbiage below:

Section 01 11 00, 1.02.B.6.

Delete sentence and replace with "Construct sewer manhole, SMH 6901A."

Section 01 11 00, 1.02.B.7.

Delete sentence in its entirety.

Section 00410, 5.01, Schedule A – Base Bid:

Under Bid Item No. 4, delete in its entirety.

#### Under Bid Item No. 6,

Delete the description and replace with "30" PVC pipe, installed by open trench, including existing pipe removal within trench excavation, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete."

Under Bid Item No. 8,

Delete "and 493A" from the description and revise the quantity from "2" to "1"

Under Bid Item No. 11, revise quantity from "280" to "400"

Let me know if you have any questions.

Regards,

Agapito (Pete) Diaz, P.E. Project Manager,

#### SCHEDULE A - Base Bid

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-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 Bio	
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. Bid Item deleted.	LF	\$	<del>22</del> 0	\$
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 within trench excavation, 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.	СУ	\$	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	\$	<del>2</del> 1	\$

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#### SCHEDULE A - Base Bid

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

**Description of Work:** Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertle, 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 <u>4</u> 00	\$	
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	\$	

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diverted through a 12 inch bypass to the main gravity sewer pipeline (at manhole 949A). The inactive portion of the relief line continues all the way to the intersection of Route 4 and Route 1, at manhole 6908. Although this portion of the relief pipeline is inactive, field inspections have found it still has flow through it, most likely from ground water infiltration at pipe joints and at pipe connections to the manholes. Portions of the inactive line have enough flows to cause surcharging in the downstream section. Also, the relief line connects to the main gravity sewer pipeline at manhole 6908 at the intersection of Route 1 and Route 4, allowing wastewater to flow into the relief line all the way to the Agana Main Pump Station. However, since the downstream section of the inactive relief line is not plugged, wastewater is able to backflow into it, at times causing surcharged conditions.

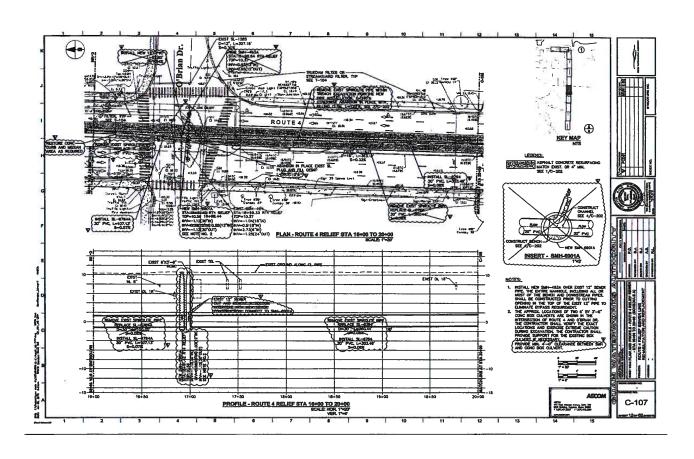
#### B. Scope of Work:

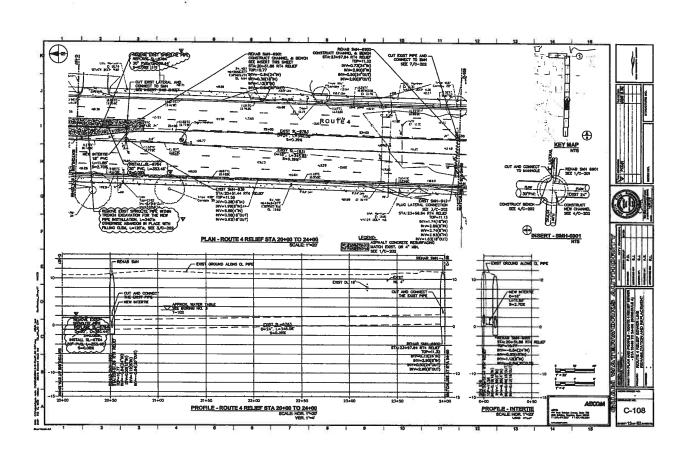
For commissioning of the relief sewer lines, the work under Schedule A, described below, shall be done:

- 1. Plug 12" sewer line, SL-9650, between SMH 6897 and SMH 949A.
- 2. Remove existing plug on 21" sewer line, SL-6760, at SMH 6897.
- 3. Install 18" sewer line between SMH 6901 and SMH 939 with 18" PVC pipe.
- 4. Replace 24" sewer line, SL-6764, with 30" PVC pipe.
- 5. Construct drop sewer manhole, SMH 6908B.
- Construct two sewer manholes, SMH 6901A and SMH 493A. Construct sewer manhole, SMH 6901A.
- 7. Install 12" sewer line between SMH 6901 A and SMH 493 A with 12" PVC pipe.
- 8-7. Rehabilitate 16 sewer manholes with epoxy coating and/or reconstructing channel and bench.
- 9.8. Connect the laterals at the SMH 6900, 6901, 6903, 6904, 6905, and 6906 and plug and abandon in place downstream section with controlled low strength material (CLSM) fill after connecting the laterals.
- 10.9. Plug and abandon in place 24" sewer line, SL-9382A, with CLSM fill between SMH 6908 and SMH 10294.
- 11.10. Plug and abandon in place 24" sewer line, SL-9482, with no CSLM fill between SMH 180 and SMH 186.
- 12.11. Resurface 2,867 SY of asphalt concrete pavement along Route 4.

ROUTE 4 RELIEF SEWER LINE REHABILITATION AND REPLACEMENT

Summary of Work 01 11 00-2







Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913 Tel: (671) 300-6846

#### **Issues for Decision**

#### Resolution No. 37- FY2020

Relative to approving a Collective Bargaining Agreement (CBA) with Guam Waterworks Authority (GWA) and Guam Federation of Teachers Union (GFTU).

#### What is the project's objective and is it necessary and urgent?

GWA recognizes the GFTU as the exclusive representative of GWA employees because the GFTU membership exceeds ten percent (10%) of the total number of GWA employees.

In June of 2019, the GWA entered negotiations with the GFTU to update the CBA between GWA and the GFTU that expired in May 2019; therefore, necessitating that the agreement be updated.

The objective of approving a new CBA with GFTU is to comply with the Public Employee-Management Relations Act (PEMRA) to negotiate a written agreement with the GFTU reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

The GWA and GFTU, through their respective representatives, have negotiated a successor agreement describing the terms and conditions for employment for members of the GFTU.

The agreement includes modifications to the predecessor agreement generally described as follows:

- 1. Increased contract period to five (5) years.
- 2. Authorized stewards may participate in the preparation and revision of GWA Policies and Procedures at a subcommittee level.
- 3. Added mediation and arbitration as options under the grievance procedure.
- 4. Updated the performance evaluation section to reflect the pay for performance evaluation policy.
- 5. Added rules for compensations adjustments following a promotion or demotion.
- 6. Included the updated GWA Drug and Alcohol-Free Workplace Policy.
- 7. Added ergonomic assessments of work environment.

The GFTU presented the CBA for ratification by its members who are employees of GWA, and it was lawfully ratified unanimously. GWA management is requesting that the CCU approve entering into this agreement because it serves to promote employee relations with the members of the GFTU and preserves a constructive labor environment which is a benefit to all GWA ratepayers.

#### Where is the location?

The GWA-GFTU CBA applies to all GWA work sites where employees are assigned.

#### How much will it cost?

There are no additional costs incurred by GWA due to the CBA. Any associated costs with the CBA are already accounted for under existing Operations and Maintenance budgets.

#### When will it be completed?

Effective date is upon the approval of the Consolidated Commission on Utilities and signature by the General Manager.

#### What is the funding source?

Operations and Maintenance

#### The RFP/BID responses (if applicable):

Not Applicable



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

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 **GWA RESOLUTION NO. 37-FY2020** 

# RELATIVE TO APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH GUAM WATERWORKS AUTHORITY AND GUAM FEDERATION OF TEACHERS UNION

WHEREAS, under the 12 C.G.A §14105, 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, Public Employee-Management Relations Act as set forth in 4 G.C.A. Chapter 10, recognizes the Guam Federation of Teachers Union ("GFTU") as the exclusive representative of the GWA employees and it has the authority to negotiate a Collective Bargaining Agreement ("CBA") for and on behalf of GWA employees with the management of GWA; and

**WHEREAS**, in June of 2019, the GWA entered into negotiations with the GFTU to update the Collective Bargaining Agreement between GWA and the GFTU that expired in May 2019.

**WHEREAS**, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions for employment for members of the GFTU; and,

**WHEREAS**, the agreement includes modifications to the predecessor agreement generally described as follows:

1. Increased contract period to five (5) years.

1	2. Authorized stewards may participate in the preparation and revision of GWA						
2	Policies and Procedures at a subcommittee level.						
3	<ol> <li>Added mediation and arbitration as options under the grievance procedure.</li> </ol>						
4	4. Updated the performance evaluation section to reflect the pay for performance						
5	evaluation policy.						
6	5. Added rules for compensations adjustments following a promotion or demotion.						
7	6. Included the updated GWA Drug and Alcohol-Free Workplace Policy.						
8	7. Added ergonomic assessments of work environment.						
9							
10	WHEREAS, all modifications to the predecessor agreement are attached as EXHIBIT						
11	"B."						
12							
13	WHEREAS, GFTU presented the CBA for ratification by its members who are						
14	employees of GWA and it was lawfully ratified unanimously as shown by the Declaration of						
15	Toneshia Harris attached as EXHIBIT "C" and approved by the GFTU Executive Council,						
16	attached as EXHIBIT "D;" and,						
17							
18	WHEREAS, entering into this agreement serves to promote employee relations with the						
19	members of the GFTU and preserves a constructive labor environment which is a benefit to all						
20	GWA ratepayers.						
21							
22	NOW, THEREFORE BE IT RESOLVED BY THE CCU, AS THE GOVERNING						
23	BODY OF GWA, AS FOLLOWS:						
24							
25	1. The foregoing recitals hereto are hereby ratified, confirmed, and incorporated herein by						
26	reference.						
27	2. The Consolidated Commission on Utilities approves the terms of the Collective						
28	Bargaining Agreement, including the modifications generally described above.						
29	3. The Collective Bargaining Agreement attached as EXHIBIT "A" is approved for a five						
30	(5) year period beginning from the date of the signing of this Resolution.						
31							

COII	nmission attests the adoption of this Re	esolution.
	DULY AND REGULARLY ADO	<b>OPTED</b> , this 25 <sup>th</sup> day of August 2020.
	Certified by:	Attested by:
	,	
	JOSEPH T. DUENAS Chairperson	MICHAEL T. LIMTIACO Secretary
	SECRI	ETARY'S CERTIFICATE
	I Michael T Limtiaco F	Board Secretary of the Consolidated Commission
		ture above do hereby certify as follows:
	, ,	e and accurate copy of the resolution duly adopted a
		of the Guam Consolidated Commission on Utiliti
		properly noticed and advertised at which meeting
		pers who were present voted as follows:
	quotam was process and me me	
	AYES:	
	NAYS:	
	ABSENT:	
	ABSTAIN:	
///		
///		
///		

## **EXHIBIT A**

## **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN** the



For

#### **GUAM WATERWORKS AUTHORITY**

**AND** 

#### **GUAM FEDERATION OF TEACHERS UNION**

**AFT LOCAL 1581 AFL-CIO** 

"A Union of Professionals"



EFFECTIVE DATE:	

# COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GUAM WATERWORKS AUTHORITY AND THE GUAM FEDERATION OF TEACHERS UNION AFT LOCAL 1581 AFL-CIO

#### **ARTICLE I**

#### 1.A. PREAMBLE

This Agreement is entered into by and between the Guam Waterworks Authority hereinafter referred to as ("GWA"), whose address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union hereinafter referred to as ("GFT") whose address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to as the "Parties."

#### 1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A §14109.5, GWA's employees have the right to form, join, assist, and participate in the management of employee organizations of their own choice; and

WHEREAS, in compliance with the requirements set forth in 4 G.C.A §10109, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's; and

WHEREAS, pursuant to 4 G.C.A §10113(b), GFT has the right, as the exclusive representative of GWA's employees, to negotiate written agreements with GWA's management reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

**NOW THEREFORE,** in compliance with the above premises and mutual promises set forth herein and terms and conditions hereinafter set forth, GWA and GFT hereby covenant and agree as follows:

#### 1.C. RECOGNITION AND BARGAINING UNIT

- **1.C.1.** The Guam Waterworks Authority recognizes GFT as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the employees within the collective bargaining unit as defined in Section 2 of this Article.
- **1.C.2.** The recognized unit includes all non-management employees within the Guam Waterworks Authority.

#### 1.D. CONTRACT TERM

This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of five (5) years; Terms of this agreement may be modified, terminated or discharged, in whole or in part, by an instrument in writing signed by both parties hereto, or their

respective successors or permitted assigns.

#### ARTICLE II

#### 2.A. GENERAL PROVISIONS

- **2.A.1.** It is the policy and purpose of this Agreement and the parties hereto, that it is in the public interest, to promote orderly and constructive relationships between management and its public employees by providing an opportunity for effective participation by employees in the formulation and implementation of policies and procedures affecting conditions of their employment. The Union shall have the right to provide meaningful representation for public employees in grievances, disciplinary matters and negotiate with government management officials for establishing rules and procedures affecting terms and conditions of employment, subject to applicable laws and regulations.
- **2.A.2.** Neither the Union nor the Management shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. Covered employees shall have the right to form, join, assist, and participate in the Union and to act as organization representative or to refrain from any such activity, without interference, restraint, coercion, or discrimination and without fear of penalty or reprisal.

#### 2.B. PAYROLL DEDUCTION OF UNION DUES

- **2.B.1.** Management agrees to deduct from covered employee's paycheck each month, union dues, lawful fees and assessments as certified by the Union and agreed to by the employee, as verified and authorized by the employee in a GWA Payroll Deduction Form and a GFT Payroll Deduction Form, and GWA shall remit the same to the Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer within twenty (20) workdays prior to implementing the change. The Employer agrees to furnish the Union with a current GWA Staffing Pattern within 30 days of a written quarterly request.
- **2.B.2.** GWA agrees that it will deduct bi-weekly from covered employees' wages that amount voluntarily allotted for Union dues and forward that amount deducted to the Union within seven (7) working days from the pay-period ending date where such deductions were made. The Employer shall submit a list of the names of employees on whose behalf dues have been deducted.

#### 2.C. DEFINITIONS

- **2.C.1. Administrative leave:** Leave with pay without charge to the employee's accumulated leave, granted at the discretion of the Appointing Authority.
- **2.C.2. Appointing Authority:** The General Manager of the Guam Waterworks Authority or his/her designee.
- **2.C.3.** Classified Service: Government service of which employees have attained permanent status and cannot be removed from employment without cause.

**2.C.4.** Compensatory Time Off: Time off in lieu of overtime pay and managed in accordance with the FLSA applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time, and Article V, Section 5.E. The amount of time off shall be granted at time and one-half.

#### 2.C.5. Continuation of Pay (COP):

Means employees are entitled to COP because of temporary total disability or temporary partial disability due to a job-related injury that is substantiated by medical report(s); in accordance with applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time.

- **2.C.6.** Day: Shall mean calendar day unless otherwise specified.
- **2.C.7. Demotion:** The involuntary change of an employee's position to a position with a lower maximum salary rate for just cause. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he/she held prior to the demotion for cause.
- **2.C.8. Demotion (Voluntary)**: The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency.
- **2.C.9. Detail:** The temporary assignment of an employee by the General Manager to perform a particular function.
- **2.C.10. Disability:** The inability to perform the job to which they are assigned due to medical reasons. The disability can be temporary or permanent and partial or complete.
- **2.C.11. Dismissal:** Separation, discharge, termination or removal for cause of an employee from his/her position.
- **2.C.12. Duty:** A task assigned to an employee by a responsible management authority.
- **2.C.13. Emergency:** Situations which may jeopardize human life, health and property or agency operations.
- **2.C.14.** Employer: Guam Waterworks Authority
- **2.C.15. Employee:** Any non-management person employed by the Guam Waterworks Authority covered under this agreement.
- **2.C.16. Grievance:** Complaints which relate to the working condition and relationship to policies, rules and regulations, and this agreement.
- **2.C.17. Immediate Family:** With respect to leave, immediate family is defined as the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco

- parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren would also be considered "immediate family."
- **2.C.18. Injury:** This term means accidental injury, illness, or death arising out of and from the course of employment.
- **2.C.19.** Layoff: The involuntary termination of an employee for reasons other than disciplinary actions and which does not negatively reflect on the Employee's service to GWA and includes reductions-in-force as a result of reorganization or lack of funds.
- **2.C.20. Management**: The line of authority from the General Manager down to the first level supervisors.
- **2.C.21. Performance Rating**: The appraisal or evaluation of the work performance of an employee.
- **2.C.22. Position**: The work consisting of the duties, functions, and responsibilities assignable to an employee.
- **2.C.23. Probationary Period:** It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four years of separation in good standing. Probationary periods shall not be less than 3 months nor more than 12 months.
- **2.C.24.** Overtime: Actual hours worked in excess of 40 hours in a workweek.
- **2.C.25. Permanent Status:** Permanent status is attained once an employee completes a satisfactory probationary period.
- **2.C.26. Position Description:** A statement of the duties and responsibilities comprising the work assigned to an employee/position.
- **2.C.27. Promotion:** The movement of a permanent employee to a position with a higher maximum salary rate.
- **2.C.28. Resignation:** The voluntary termination of employment by an employee submitted in writing to the GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.
- **2.C.29. Supervisor:** A person having supervisory authority over any other employee.
- **2.C.30.** Suspension: The temporary removal of an employee from his/her position with loss of pay for cause.
- **2.C.32.** Union: Guam Federation of Teachers' Union.

- **2.C.33. Workday:** The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.
- **2.C.34.** Work Week: A regularly recurring period of seven consecutive 24-hour intervals. A workweek need not coincide with a calendar week. It may begin any day of the week at any hour of the day. A workweek shall remain the same unless any change is intended to be permanent.

#### 2.D. UNION RIGHTS

#### 2.D.1. CONFERENCES

The General Manager or authorized designee and the GFT President or authorized designee shall meet upon request of either party within five working days of a request.

#### 2.D.2. WORK SITE VISITS

The President of the Union or designated representative, or full-time Union employees may visit worksites for matters pertaining to this Agreement and other policies after providing 48 hours advance notice to the GWA General Manager of the facilities the union wishes to visit. If conferences with covered employees are necessary, they shall be scheduled before or after the duty day or during lunch period.

#### 2.D.3. PRESIDENT'S RELEASE TIME

In the event that a covered employee is elected President of the Union the following shall apply:

- **2.D.3.a.** Upon written request from the Union, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.
- **2.D.3.b.** The president's leave of absence shall commence within thirty days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement contribution that it makes on behalf of the president.
- **2.D.3.c.** The president shall suffer no loss of benefits or rights, as defined by law or this Agreement, as a result of this leave. The president's seniority shall be treated the same as any other member of the bargaining unit who is on leave from their worksite.

#### 2.E. BULLETIN BOARDS

The Union has the right to the use of a bulletin board paid for by the Union and consisting of a maximum of 16 square feet. The location of the board is subject to GWA approval. The board shall be placed in an employee high traffic area. Management may remove inappropriate postings with immediate notification to the Union.

#### 2.F. UNION STEWARDS

**2.F.1.** The number and need of stewards shall be determined by the Union and appointments thereof will be made by the President. The Union agrees to limit the number of stewards to a

maximum of one (1) per shift per GWA organizational division.

- **2.F.2.** The Union shall supply Management a current and complete list of all authorized stewards.
- **2.F.3.** Management agrees to recognize the Stewards officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union of the names of its officers and representatives.
- **2.F.4.** Management agrees that in the event it plans to transfer a Steward from one GWA organizational division to work another, GWA shall inform the Union five (5) days prior to taking such action, except for transfers of Stewards for disciplinary, safety, sexual harassment actions, or for homeland security or regulatory compliance.
- **2.F.5.** Union Leave Bank with pay for Union Business. The Union will have a bank of Union Leave with pay for Union Business; which shall accrue for forty hours per calendar year, and said leave shall not accumulate, but expire at the end of each year, and begin again at the beginning of a new calendar year. The Union will give GWA Management notification whenever such Leave is utilized and will also provide the name(s) of the involved Union Steward(s); who will not lose pay or seniority or promotion because of such utilization of this leave.
- **2.F.6.** Authorized stewards may participate in the preparation and revision of GWA Policies and Procedures at a subcommittee level. Participation is limited to one steward per subcommittee, and the same steward can be on one or all of the subcommittees. GFT may submit positions on proposed policies in writing to the General Manager or coordinate through authorized stewards participating on a subcommittee.

#### **ARTICLE III**

#### 3. GRIEVANCE PROCEDURE

#### 3.A. STATEMENT OF POLICY

It shall be the policy of the GWA to promote favorable relations between management and its employees by resolving complaints expeditiously; assuring fair and equitable treatment of all employees; and promoting harmonious working relationships among all levels of employees.

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, a prompt and mutually acceptable solution to grievances that may arise periodically over issues involving personnel actions or employment conditions.

In the interest of ensuring that grievances are resolved expeditiously, time limits are given for appropriate stages in this procedure. These are for guidance. If it is not practicable to adhere to these time limits, they may be amended by mutual agreement.

GWA encourages the use of mediation by an impartial person as a means to resolve conflict by facilitating communication between parties to promote reconciliation, settlement and understanding. By mutual agreement, parties may enter mediation at any point during the grievance procedure and such voluntary participation will immediately suspend the timelines.

All Department Heads, Managers and Supervisors and Leads are required to participate in grievance procedure training every three (3) years. All new employees and any employee who is hired or promoted into a supervisory position must receive training on grievance procedures within sixty (60) days of hire or promotion.

#### 3.B. APPLICABILITY

The regulations in Article III shall apply to all covered employees in the classified service.

#### 3.C. DEFINITION

<u>Grievance</u>: Any question or complaint filed by a covered employee alleging that there has been a misinterpretation, misapplication, or violation of this agreement, a personnel statute, rule, regulation, or written policy which directly affects the employee in the performance of his/her official duties; performance evaluation matters, or has received prejudicial, unfair, arbitrary, capricious, hostile, intimidating or unprofessional treatment in his/her working conditions, or work relationships.

<u>Davs</u>: "Days" as used in these procedures mean workdays. In counting the number of days for each step, if the last day falls on the employee's weekend, the filing time or receipt time will apply to the employee's next workday.

**Mediation**: a form of alternative dispute resolution outside of GWA's formal grievance process in which an impartial person, a mediator, facilitates communication between disputing parties to promote reconciliation, settlement, and understanding.

#### 3.D. COVERAGE

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to position description, shift and job locations, assignments, hours worked, working facilities and conditions, policies for granting leave, promotional matter, and other related matters.

#### 3.E. EXCLUSIONS

# **3.E.1. GENERAL EXCLUSIONS:** The following actions are not covered by these grievance procedures:

- a. Disqualifications of an applicant
- **b.** Disqualification of an eligible
- **c.** Examination of ratings
- **d.** Removal during original probationary period
- **e.** Appeals from classification determinations
- **f.** Appeals from adverse personnel actions
- **g.** Allegations or complaints of discrimination
- **h.** Position description and job qualification minimum
- i. Non-selection of eligible applicant

#### 3.E.2. EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION COMPLAINT:

When an aggrieved employee submits a written allegation of discrimination on the grounds of

race, color, religion, sex, national origin, marital status, age, disability, or political affiliation in connection with a matter which is subject to the government's grievance procedures, as well as the EEO discrimination complaint procedures, that allegation shall be processed under the EEO discrimination complaint procedures.

#### 3.F. GENERAL GRIEVANCE PROCEDURES

#### 3.F.1. FREEDOM FROM REPRISAL OR INTERFERENCE

An employee and his/her representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

**3.F.2.** An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his/her rights under this grievance system. Statements or actions which have the appearance of a threat, interference or intimidation are not allowed and the interfering employee may be subject to disciplinary action.

#### 3.F.3. EMPLOYEE'S STATUS DURING GRIEVANCE PROCEDURES

An employee shall be on regular work status during each procedural level unless the employee is on leave status.

- **3.F.4. RIGHT TO SEEK ADVICE:** Employees may communicate with and seek advice from the following, however, not for the purpose of circumventing these grievance procedures:
  - a. The GWA Personnel Office;
  - **b.** An Equal Employment Opportunity Officer;
  - **c.** The supervisor or management official of higher rank than the employee's immediate supervisor; or
  - **d.** The Union.

#### 3.F.5. REPRESENTATION

- **a.** An employee has the right to present a grievance without representation.
- **b.** An employee has the right to present a grievance with representation.
  - An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the grievance proceedings.
  - ii. An employee may change his/her representative, but to do so, he/she must notify the General Manager within two (2) working days of the change in writing.
  - iii. A person chosen by the employee must be willing to represent him/her.

#### 3.F.6. OFFICIAL TIME FOR PRESENTATION OF THE GRIEVANCE

- **a.** An employee must be given a reasonable amount of official time to present his/her grievance.
- **b.** An employee's representative, if he/she is an employee of the GWA must be given a reasonable amount of official time to present the grievance.
- c. Official time for the presentation does not include time relating to the

investigation or preparation of a grievance, nor does it include travel time in excess of 45 minutes, travel expenses, per diem travel allowances or consultation with private attorney.

#### 3.F.7. TERMINATION OF A GRIEVANCE

- a. An employee who has filed a grievance may terminate the grievance at any time by notifying the General Manager at any time in writing.
- **b.** Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will automatically terminate the grievance.

# 3.F.8. MANAGEMENT'S RESPONSIBILITY FOR TIMELY ACTION AND SETTLEMENT AT THE LOWEST POSSIBLE LEVEL

- a. It shall be the responsibility of management to settle grievances fairly and promptly at the organizational level where the grievance was brought to their attention by the employee.
- **b.** Failure by management to render a decision to the employee within the allotted time automatically allows the employee to proceed to the next step of the grievance procedures.

#### 3.G. STEP 1 - INFORMAL GRIEVANCE PROCEDURES

#### 3.G.1. MANAGEMENT RESPONSIBILITY

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well-founded, management has both a duty and a need to eliminate the cause. When the grievance is <u>not</u> well-founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, understanding, fairness, and competence, which convinces the employee that he/she has been treated fairly. The employee may present his/her grievance under the informal procedures, either orally or in writing, and he/she should not be prevented from submitting a written explanation if he/she desires.

#### 3.G.2. SUPERVISOR'S RESPONSIBILITY

- **a.** Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective working relationships.
- **b.** Each employee has the right to present matters to his/her supervisor and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

#### 3.G.3. EMPLOYEE'S RESPONSIBILITY

- **a.** Employees are responsible to promptly inform management about a grievance.
- **b.** Employees may obtain reports of personnel interviews, statements of

- witnesses and copies of decisions in support of his/her grievance.
- **c.** Each employee is expected to make a good faith effort to achieve informal settlement of his/her grievance.
- d. Tolling Period In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time falls on the next working day.

#### 3.G.4. HUMAN RESOURCES OFFICE'S RESPONSIBILITY

- a. Training management about grievance procedures;
- b. Coordinating all logistics related to the grievance procedures including scheduling meetings and management adherence to time limits;
- c. Monitoring the step process and documentation to ensure that management and employee are informed in advance about timelines, submission of paperwork and any other relevant information related to the grievance procedure.

#### 3.G.5. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1

#### 3.G.5.a. MANDATORY USE OF THE PROCEDURE

An employee must complete the step by step process as outlined in the procedure.

#### 3.G.5.b. INITIATION BY EMPLOYEE

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

#### 3.G.5.c. INITIAL FILING OF GRIEVANCE AND TIME LIMIT

- i. An employee may present a grievance to his/her supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.
- ii. The initial presentation of a grievance must be presented to the grieving employee's immediate supervisor except when an employee is filing a grievance against another employee. In this case the grievance must be given directly to the other employee's supervisor. In the event that the grievance relates to the manager who would normally deal with a grievance at this stage, the grievance should be referred to the line manager's immediate manager or to the HR manager
- **iii.** Grievances must be presented within fifteen (15) workdays after the incident, action or cause of the grievance, . Day 1 starts on the day after the incident, action or cause of grievance.
- iv. The immediate supervisor shall render a decision within ten (10) workdays of the presentation of the grievance or notification mediation conclusion described in section 3.G.5.g.vi. However, this period is tolled during the pendency of any declared emergency

related to natural disasters.

#### 3.G.5.d. FORM OF THE GRIEVANCE

An employee may present a grievance under the informal procedure either orally or in writing. Employee must state that he or she is grieving. Any grievance initiated either orally or in writing shall be transcribed into the Grievance Inquiry Form by the employee, supervisor or Human Resources (HR) Representative. The grieving employee is required to review, correct and sign the Grievance Inquiry to affirm the accuracy of the information in describing the matter being grieved.

#### 3.G.5.e. NON-REJECTION PROVISION

A grievance may not be rejected in the informal procedure for any reason. If the grievance consists of a matter not covered under the grievance system, the employee should be so advised, but he/she must be allowed to submit his/her grievance under the formal procedures if he/she insists.

#### 3.G.5.f. MANDATORY USE OF THE INFORMAL PROCEDURE

An employee must complete the informal procedure before Management may accept from him/her a grievance concerning the same matter under the formal procedure.

#### 3.G.5.g. MEDIATION

Within 48 hours after the presentation of a grievance in writing, the supervisor, division head, or other authority must offer outside mediation selected from a list of up to five mediators agreed upon by both GFT and GWA. The approved list shall automatically renew on October 1 unless updated in writing. The choice shall be presented on the Grievance Inquiry form which shall contain the name of the grievant and all parties grieved against. The form will identify the parties involved and a checkbox to indicate an interest to proceed with mediation. If the Grievant does not wish to proceed with mediation, the case shall not proceed to Mediation.

- i. Participation in mediation is voluntary;
- ii. The mediation process is confidential, and the information discussed shall not be used in any other steps of the grievance process or other GWA personnel related matters;
- iii. All documents generated during the mediation process will be retained by the mediator;
- iv. The mediator will generate a final report documenting whether or not an agreement was reached and submit to GWA HR Department to include in the grievance file.
- v. Any grievance resolved is considered a contract between parties. The terms and conditions must be documented, signed by both parties and submitted to GWA HR Department to include in the grievance file.
- vi. Following unsuccessful mediation, both parties shall be provided the report issued in step 3.G.5.g.iv by the HR Department. After notification to both parties, grievance procedure timelines shall be reinstated and proceed to step 2.

#### 3.G.5.h. FAILURE TO RESPOND

In the event that a Supervisor fails to answer or respond to an informal grievance within ten (10) workdays after such informal grievance is presented to him/her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance (Step 2). At no time shall a grievance be remanded back to a lower level due to a failure by a management official to respond to the employee's grievance.

## 3.H. STEP 2 - FORMAL GRIEVANCE PROCEDURES - NEXT ADMINISTRATIVE LEVEL

#### 3.H.1. PRESENTATION OF THE GRIEVANCE - STEP 2

- **3.H.1.a.** An employee is entitled to present a grievance under the formal procedure if:
  - i. He or she has completed the informal procedures; and
  - ii. The Employee believes that grievance is not satisfactorily resolved at the informal level; or
  - iii. The immediate supervisor failed to render a decision as specified in step 1, item 3.G.5.h within 10 workdays of the presentation of the grievance at the informal level.
- **3.H.1.b.** The grievance presented in Step 2 must:
  - i. Be in writing on the Grievance Complaint form (see Appendix A);
  - ii. Contain sufficient detail to identify and clarify the basis for the grievance;
  - iii. Specify the specific relief requested by the employee; and
  - iv. Be submitted to department or division manager of the immediate supervisor within five (5) workdays after the receipt of the decision in Step 1, or after the decision was due.

#### 3.H.2. RESPONSIBILITY OF DEPARTMENT OR DIVISION MANAGER

- **3.H.2.a.** The department or division manager must determine whether the grievance was timely, is covered by the grievance procedure and has been processed through the informal procedure.
- **3.H.2.b.** The department or division manager shall make a positive attempt to resolve the grievance. He/she shall render a decision, in writing, to the employee within fifteen (15) work days after receipt of the Grievance Complaint Form required in Section 3.H.1.b.i.

#### 3.I. STEP 3 - FORMAL GRIEVANCE PROCEDURES - GENERAL MANAGER

#### 3.I.1. PRESENTATION OF THE GRIEVANCE - STEP 3

An employee is entitled to present a grievance to the General Manager under Step 3, if:

- **3.I.1.a.** He or she has completed Step 2 of the procedures; and,
- **3.I.1.b.** The Employee believes the grievance is not satisfactorily resolved at the Step 2 level; and,

- **3.I.1.c.** He or she has specified the personal relief sought; and
- **3.I.1.d.** He or she has submitted the entire grievance record to the General Manager within ten (10) work days after receipt of the answer in Step 2, or after the answer was due.

#### 3.I.2. THE GENERAL MANAGER'S WRITTEN DECISION

The General Manager shall render a written decision to the employee within fifteen (15) work days after the General Manager is presented with the employee's grievance. The General Manager's written decision shall include:

- **3.I.2.a.** Whether-or-not the grievance has been granted or denied; and, grounds for the decision.
- **3.I.2.b.** Remedy or relief provided (if appropriate).
- **3.I.2.c.** Any other pertinent facts.

#### 3.J. STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION OR ARBITRATION

#### 3.J.1. PRESENTATION OF THE GRIEVANCE

- **3.J.1.a.** An employee is entitled to present a grievance appeal under Step 4, if:
  - i. He has completed Step 3 of these procedures;
  - ii. The Employee believes the grievance is not satisfactorily resolved at the Step 3 level; Or
  - iii. The General Manager failed to render a decision within fifteen (15) working days of the submission of the complete grievance, in writing, at the Step 3 level;
- **3.J.1.b.** The grievance presented in Step 4, must:
  - i. Be in writing;
  - ii. Contain sufficient details to identify and clarify the basis of the grievance:
  - iii. Include complete copies of the grievance forms submitted in Steps 2 and 3;
  - iv. Specify the personal relief requested by the employee;
  - v. Be submitted to the Civil Service Commission or Arbitration Panel within ten (10) workdays after receipt of the answer in Step 3, or after the answer was due; and
  - vi. Contain complete information of Employee and Representative (if appropriate).
- **3.J.1.c.** If employee and management agree to arbitration then a three-member arbitration panel shall be selected, where each party selects one arbitrator, and the presiding arbitrator is selected by agreement of the parties. Unless otherwise agreed, arbitration fees will be equally paid by each party.

#### ARTICLE IV

#### 4. TRANSFERS AND DETAIL ASSIGNMENTS

#### 4.A. TRANSFERS

- **4.A.1.** When management identifies a temporary need for an employee in another position classification, an employee may be transferred to that position with the employee's consent. Transfers and subsequent changes to employee compensation shall be in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time.
- **4.A.2.** Increments shall not be affected during a voluntary temporary transfer.

#### 4.B. VOLUNTARY DEMOTIONS

Demotions may be made when the employee meets the minimum qualification requirements of the position to which he/she seeks movement. Such demotion shall require the prior approval of the General Manager and the written consent of the employee.

#### 4.D. DETAIL ASSIGNMENTS

- **4.D.1.** A detail is the temporary assignment to meet management needs of an employee to another position or to a group of specific duties and responsibilities for a specified period not to exceed ninety (90) days with the employee returning to his/her regular duties at the end of the detail.
- **4.D.2.** Details shall be made only for meeting temporary needs of a division, department, or section programs including but not limited to the following:
  - a. emergency details to meet emergencies occasioned by abnormal workload, change in the organization or unanticipated absences; or
  - **b.** pending description and formal classification for a new position; or
  - c. to replace an incumbent who is undergoing training and to replace any employee who is unavailable for work for any reason including filling vacancies on a temporary basis.
- **4.D.3.** All details in excess of 30 calendar days must be documented.
- **4.D.4.** Temporary assignments and details shall conform to applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time on the subject.
- **4.D.5.** An employee in an unclassified position, or an individual employed under a contract shall not be detailed to a position in the classified service.
- **4.D.6.** Nothing in this regulation is intended to infringe on management's prerogatives in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods up to 90 calendar days, work normally performed by another employee.
- **4.D.7.** Employees serving on a detail in a position having a higher pay grade than his/her regular position shall receive the pay grade assigned to that position at the employee's current step.

**4.D.8.** Employees serving a detail in a position having a lower pay grade, shall not have their pay adjusted to the lower pay. An Employee whom has filed a complaint or grievance of any sort against the agency or its management may be detailed or temporarily reassigned with written justification therefore.

#### ARTICLE V

#### 5. HOURS OF WORK, OVERTIME AND PREMIUM PAY

#### **5.A. STATEMENT OF POLICY**

This chapter sets forth the standard for hours of work, wages, overtime compensation, compensating time-off in lieu of overtime pay, observance of holidays and a system under which the pay of certain employees shall be adjusted for certain hours, days or conditions of work. These provisions shall be in addition to the Fair Labor Standards Act (FLSA).

#### **5.B. GENERAL PROVISIONS**

The following provisions shall apply to all employees covered under this agreement:

- **5.B.1.** The basic workweek is 40 hours. Alternatively, a workweek is a regularly recurring period of 168 consecutive hours seven consecutive 24 hour periods. The workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day, but it must in each case, be established in advance. The workweek may be changed, but only if the change is intended to be permanent and is not made to evade overtime requirements or policies.
- **5.B.2.** An employee's workweek may be in accordance with office hours, with designated shifts, or with such flexible or variable hours program as are implemented by individual departments. A work week shall not be less than 40 hours unless a Bonafede financial need is declared by law, GWA governing board or General Manager.
- **5.B.3.** A full-time employee shall be allowed a 15-minute break period in the first half and second half of the work day.
- **5.B.4.** Full-time employees shall be allowed a minimum of 30 minutes and up to a one-hour meal period during each work day.
- **5.B.5.** Normally the schedule of workweek for shift workers shall be prepared and prominently posted at least two weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one week and may not be changed, except for good cause. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.
- **5.B.6.** The General Manager may permit flexible work schedules as may be appropriate.

#### 5.C. HOURS WORKED

All times during which an employee is required by the Supervisor of higher authority to be at work,

is considered as hours worked, except for meals or other periods when he/she is released from duty, or for any such time that an employee is engaged in personal business. Hours worked does not include "*Happy Labor*" (work performed voluntarily and without expectation of compensation).

#### **5.D. HOURLY RATE OF PAY**

#### **5.D.1. OVERTIME**

#### **5.D.1.a COVERAGE**

- i. Upon the occurrence of overtime work, covered classified employees shall be entitled to receive overtime compensation calculated at the rate of 1 and ½ times the regular rate of pay for each hour or portion of the hour of overtime worked.
- ii. In determining the number of hours worked by an employee within a given workweek or work period, time spent off on annual, administrative (except for training), sick, compensatory time-off, other leave (with or without pay), or holidays will not be counted as time worked. Such time off with pay, shall be included in straight time pay, but it is not included in computing whether a covered employee has worked in excess of 8 hours in a day or 40 straight time hours in a workweek.
- iii. Any fraction of an hour of overtime worked shall be converted to the nearest 30 minutes.
- **iv.** Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

#### 5.D.1.b. OCCURRENCE OF OVERTIME WORK

- i. Overtime work may be authorized by Management in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.
- ii. It shall be the responsibility of Management to determine that the provisions of overtime pay are administered in the best interest of GWA services. Recognizing that Management is responsible for the manner in which overtime work is authorized, it is especially important to control unauthorized overtime.
- iii. Management is responsible for internal controls which will provide a means of reviewing and evaluating the use of overtime.
- iv. Overtime work will occur when an employee renders service renders service in excess of 40 hours per workweek.

#### 5.D.1.c. COMPENSATION FOR OVERTIME WORK

i. Where an established post of duty must be covered 24 hours per day, and an employee is not available to cover that post on a given shift.

- ii. When danger to life, health, or well-being of the public, employees, patients, inmates or other persons could occur if an employee is not required to be on duty or where danger to property is eminent.
- iii. Other situations where the CCU or General Manager determines that the responsibilities prescribed for GWA cannot be accomplished unless overtime work is authorized.
- iv. Employees who work during emergency periods as declared by the Governor of Guam.

#### 5.D.1.d. COMPENSATION FOR OVERTIME WORK

- i. Payment for overtime work shall be made no later than two pay periods after the overtime work is performed.
- ii. Overtime compensation shall be at the rate of 1 and ½ times the regular rate of pay for each hour, or 30-minute portion of the hour of overtime worked.
- iii. An employee who is subject to the maximum 120 hours of compensatory time under this agreement, shall be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum.
- iv. The requirement that overtime must be paid after 40 hours a week may not be waived by an agreement between management and the employee, except as provided in this agreement.
- v. Employees who work during emergency periods as declared by the Governor of Guam, shall be compensated in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time.

#### 5.E. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

- **5.E.1.** In the absence of any funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay by mutual agreement between the employee and management, before the work is performed. A record of this agreement must be kept with the GWA Payroll Office. Employees shall submit a leave-form requesting CTO.
- **5.E.2.** The number of hours of overtime work shall be converted to compensatory time credit at the rate of 1 and  $\frac{1}{2}$  hours for each hour of overtime work, or portion of the hour.
- **5.E.3.** Employees may accrue not more than 120 hours of compensatory time.
- **5.E.4.** Any additional overtime work performed by employees, who have already accumulated the maximum 120 hours of compensatory time shall be compensated not later than two pay periods following the period during which the overtime was worked.
- **5.E.5.** When sickness lasting one or more days occurs during a scheduled compensatory time off, and the employee provides a doctor's certification substantiating his/her illness, the employee shall be charged sick leave and permitted to reschedule his compensatory time off. Application for such

substitution of sick leave for compensatory time off shall be made within three work days upon return to duty, and shall be in conformance with the requirements for using sick leave.

- **5.E.6.** An employee who has requested the use of compensatory time off shall be permitted to use such time, within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of GWA.
- **5.E.7.** An employee on compensatory time off shall be deemed to be on official leave with pay status.
- **5.E.8.** Management may require an employee to use any accumulated compensatory time off.

#### 5.F. CONVERSION OF COMPENSATORY TIME OFF TO CASH

- **5.F.1.** The employee may request in writing that accrued CTO be converted cash payment. All such requests are subject to the approval of the General Manager and if approved shall be paid at the rate at which it was earned. Such requests shall not be unreasonably denied.
- **5.F.2.** At the time of separation, the employee shall be paid in cash for all unused compensatory time credit earned at the rate at which it was earned.

#### 5.G. HOLIDAY PAY

Employees who are required, because of an emergency or other reason, to work on holidays shall be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay, except as otherwise provided by Guam Law and Guam Rules and Regulations; both as may be amended from time to time. For purposes of this agreement, holidays are declared to be those identified in Section 1000, Chapter 10 of Title 1 of the Guam Code Annotated.

#### **5.H. NIGHT DIFFERENTIAL PAY**

Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be compensated as follows:

Any employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall be entitled to night differential pay, calculated at the rate of their regular wage plus 10% for all periods worked between the hours of 6:00 p.m. and 6:00 a.m., except as otherwise provided by Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

#### 5.J. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with his/her work assignments and duly scheduled hours of his/her government employment. All outside employment requests must be in writing and must be approved in advance by the GWA General Manager and such requests for outside employment shall be made at least once annually.

#### 5.K. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay

differential which involves exposure to hazardous conditions.

**5.K.1. Employees shall not to be compelled to Work in Unsafe Conditions.** Following the determination of an unsafe working condition by GWA's Safety and Compliance Officer, no employee may be compelled or in any way coerced to work in an unsafe working condition. An extremely unsafe condition is one that threatens immediate and unavoidable physical harm. The determination of GWA's Safety and Compliance Officer shall be in the form of a written report which covers the location of the extremely unsafe condition, a description of the nature of the extremely unsafe condition, the length of time the condition is estimated to exist along with a recommendation on how the extremely unsafe condition will be alleviated and/or fixed. The report shall be immediately delivered to the General Manager when completed. The GWA Safety and Compliance Manager shall treat any report of an extremely unsafe working condition as their top priority.

Refusal to work in an unsafe working condition after a reporting of an unsafe working condition shall not be considered in evaluating job performance or be considered as a factor in the promotion or demotion or adverse action of said employee.

GWA shall take reasonable steps based on GWA's budget, capital plan and regulatory needs, Guam laws, emergency declarations, existing circumstances and income to eliminate or reduce hazardous working conditions in order to assure every employee of GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

**5.K.2.** Hazardous Duty Pay. Hazardous duty pay as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP employees) may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of 15 minutes for each assigned hazardous duty that is not included within their job duties or pay structure. All hazardous pay requests shall comply with GWA's Hazardous Pay Policy.

#### ARTICLE VI

#### 6. PAY FOR PERFORMANCE EVALUATIONS (PFP) AND SALARY ADJUSTMENTS

#### 6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system to reward employees for their satisfactory job performance. The performance evaluation system <u>may</u> be used to:

- 1. Facilitate feedback and open discussion on performance.
- **2.** Facilitate positive and constructive conversations about progress on goals and performance that are also documented.
- 3. Review performance every six months to allow performance improvement as necessary. Any necessary improvements must be documented as a Performance Improvement Plan (PIP) indicating a time allotted by the employee to improve such performance.
- **4.** Identify training needs of the employee.

**5.** Grant or deny salary adjustments.

#### 6.B. PERFORMANCE EVALUATION RECORDS

- **6.B.1.** PFP evaluation forms shall be transmitted to the General Manager for approval. The General Manager may accept the supervisor's recommendations and written justification or make his/her own as authorized.
- **6.B.2** Records of the performance evaluation report shall be filed in the employee's personnel file.

#### 6.C. RESPONSIBILITY FOR PFPs

The supervisor is responsible to conduct pay for performance evaluations of subordinates in a timely manner. The employee shall sign the PFP forms acknowledging the performance discussion; the employee's signature does not imply agreement but indicates the PFP evaluation has been conducted. In the event the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the signatures page of the performance evaluation form. The Division head shall sign the PFP forms acknowledging the evaluation of the employee.

#### 6.D. PFP EVALUATION REQUIREMENTS

- **6.D.1.** Job factors shall be developed, and the performance rating shall be completed by the supervisor immediately responsible for the employee's work with input from the employee (the level of input to be determined by the Supervisor). The rater should be the individual who oversees reviews and checks the daily work performance of the employee being rated, or is the supervisor who is most closely acquainted with the employee's daily work performance. The supervisor shall also be responsible for the timely preparation and submission of performance reports for all employees under his/her supervision. The employee's supervisor must have supervised the employee for at least 90 days to render a fair evaluation. Before a supervisor retires, resigns, or transfers, he/she shall render an evaluation for the assigned employees before leaving the division/section or GWA.
- **6.D.2.** For employees on temporary assignments due to work injury, disability (light duty), etc. for 120 days or more, the supervisor may establish additional performance standards to reflect current duties. A composite rating for the temporary assignment and permanent position may be made.
- **6.D.3** The General Manager shall approve all performance ratings made within GWA. PFP evaluation period begins October 1 through September 30; based on fiscal year.

#### 6.E. THE PERFORMANCE EVALUATION FORM

Performance evaluations shall be accomplished on a form prescribed by the General Manager consistent with the performance evaluation system in effect.

#### 6.F. PFP SALARY ADJUSTMENTS

Employees may receive a PFP salary adjustment increase based upon their performance evaluation. PPR increases above 2% are limited to 10% of employees per Division. All PFP increases above 2% must be recommended and justified in writing to the General Manager.

- **6.F.1 Failure to meet expectations/unsatisfactory.** An employee with unsatisfactory performance is not eligible for a PFP salary adjustment.
- **6.F.2 Meets expectations/satisfactory.** The salary adjustment of an employee based on satisfactory performance is 2%.
- **6.F.3 Exceeds Expectations/Above Satisfactory.** A 3% salary adjustment is based on the Division Manager's written justification and recommendation to the General Manager for approval, in accordance with GWA's PFP policy. Only 10% of employees per Division are eligible for a 3% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Exceeds Expectations shall receive a 2% salary adjustment.
- **6.F.4 Significantly Exceeds Expectations/Outstanding.** A 4% salary adjustment is based on the Division Manager's written justification and recommendation to the General Manager for approval, in accordance with GWA's PFP policy. Only 1% of employees per Division are eligible for a 4% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Significantly Exceed Expectations shall receive a 2% salary adjustment.
- **6.F.5 Employees Choice Award.** The Employees Choice Award recognizes an employee within each section that exemplifies the Core Values of GWA Professionalism, Integrity, and Excellence. From each department, an employee will be selected by receiving the highest number of votes from among the employees, supervisors, and managers in that department. Winners of the award will receive one day of administrative leave and a gift card.

#### 6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this agreement.

#### 6.H. COMPENSATION ADJUSTMENT FOLLOWING A PROMOTION

- **6.H.1 Method 1:** A pay adjustment resulting in a increase / promotion either by competition, reclassification, or pay grade reassignment or temporary appointment is effectuated by identifying from the new pay grade the salary (sub-step) closest to, but not less than the salary currently being received prior to promotion plus an additional six (6) sub-steps. This identifies the new base salary.
- **6.H.2 Method 2:** A pay adjustment where the salary received prior to promotion is below the low end of the new implementation range plus an additional six (6) sub-steps. This identifies the new base salary.
- **6.H.3 Method 3:** The General Manager may grant up to three (3) additional sub-steps, based on superior performance, significant contributions made to the business unit or Authority as a whole or demonstration of personal enrichment and development related to and beyond the job requirement. All requests for additional sub-step placement must be justified in writing.

#### 6.I. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION

- **6.I.1 Method 1:** A pay adjustment resulting in a decrease either by demotion, voluntary, reclassification, or pay grade reassignment is effectuated by identifying from the amended pay grade the salary (sub-step) closest to, but not more than the salary (sub-step) currently being received prior to demotion less an additional six (6) sub-steps. This identifies the new base salary.
- **6.I.2 Method 2:** A pay adjustment where the salary received prior to demotion, voluntary, reclassification, or pay grade assignment is below the lowest sub-step of the new implementation range shall be slotted at the lowest sub-step of the new implementation range. This identifies the new base salary.

#### **ARTICLE VII**

#### 7. LEAVE

#### **7.A ANNUAL LEAVE**

#### 7.A.1. REQUEST FOR ANNUAL LEAVE

Requests for annual leave shall be submitted to the appropriate supervisor by the employee, at least 48 hours in advance, for leaves in excess of 40 consecutive hours; and24 hours in advance for leaves less than 40 hours, in order to avoid unnecessary disruption of work. Reasonable consideration shall be afforded for emergency situations.

#### 7.A.2. MINIMUM CHARGE FOR ANNUAL LEAVE

Annual leave requests shall be made and such requests shall only be granted in increments of whole hours.

#### 7.A.3. ACCRUAL OF ANNUAL LEAVE

Accrual of Annual Leave shall be computed pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

# 7.A.4. LUMP SUM PAYMENT FOR ANNUAL LEAVE UPON SEPARATION OR TRANSFER

When an employee is separated from the GWA service, he/she shall be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

#### 7.A.5. ADVANCE LUMP SUM PAYMENT FOR ANNUAL LEAVE

In accordance with Section 4111, Chapter 4 of Title 4 of the Guam Code Annotated, an employee may, prior to taking authorized annual vacation leave, receive a lump sum payment in advance for the period of leave authorized. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

#### 7.B. SICK LEAVE

#### 7.B.1. PURPOSE AND ELIGIBILITY

- a. Sick leave shall be allowed to an employee when the employee:
  - i. Receives medical, dental or optical examination or treatment or any

- mental health examination, counseling or treatment;
- ii. Is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his/her presence at his/her duty assignment because of exposure to a contagious disease; or
- iii. Is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of an illness or injury.
- **b.** Sick leave with pay shall be allowed during leaves of absence or vacations, provided, however, that any sick leave taken by an employee while on vacation must be supported by a certificate issued by a licensed physician.

#### 7.B.2. NOTIFICATION OF SICKNESS

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.

#### 7.B.3. SICK LEAVE

Sick leave shall be granted in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

#### 7.B.4. SICK LEAVE CHARGED ONLY FOR WORKING HOURS

An employee shall be charged for sickness for only those hours for which he/she was, or would have been scheduled to work.

#### 7.B.5. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

#### 7.B.6. MINIMUM CHARGE FOR SICK LEAVE

Sick leave requests shall be made and such requests shall only be granted in increments of whole hours.

#### 7.B.7. ACCUMULATION AND CARRY OVER OF SICK LEAVE

Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

#### 7.B.8. ADVANCE OF SICK LEAVE

- **a.** An employee, who has suffered a serious illness or ailment and has exhausted his/her sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to the General Manager. Each request for advance of sick leave must be accompanied by a certification by the employee's physician. An advance of sick leave may not exceed 13 days and shall be subject to approval by the General Manager.
- **b.** If the employee is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the employee shall be allowed to use any accrued compensatory or annual leave credits

before being placed on leave without pay or FMLA leave.

#### 7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION

- **a.** An employee who is absent in excess of three consecutive days because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.
- **b.** Supervisor may require certification for other periods of illness when there is adequate proof of abuse of sick leave or when suspicious patterns of leave develop. Supervisors shall notify the affected employee in advance that medical certification will be required for such other periods.
- c. If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay and the employee may be subject to disciplinary action.
- **d.** If the medical certification furnished by the employee is not acceptable to the General Manager, he/she may require the employee to submit to an independent medical examination which shall be paid for by GWA.
- **e.** Based on the medical certification, the General Manager:
  - i. may disapprove further use of sick leave if the employee is medically evaluated as fit for work
  - ii. Shall allow the employee to use accrued sick leave if GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his/her accrued sick leave the provisions of these Rules shall apply.

#### 7.C. ON-THE-JOB INJURY

It is the policy of GWA and the Union that employees are provided with as safe working conditions as is practicable. However, in the event that an employee incurs a job-related injury he/she is entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

#### 7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job-related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

#### 7.D.1 JURY DUTY

a. An employee who is called for jury duty in any court in the Island of Guam, shall be excused from duty with full pay and without charge to leave for all hours required for such duty, not to exceed the number of hours in the employee's normal work day. However, if the jury duty does not require absence for the entire work day, the employees shall return to duty

- immediately upon release by the court if more than two remain in employee's work shift.
- **b.** An employee called for jury duty is required to show the Jury Duty Call Notification to his/her supervisor.
- c. Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GWA, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. An employee may elect to request for annual leave for the purpose of jury duty service, in which case the employee may keep the compensation earned for such jury duty.

#### 7.D.2. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS

- **a.** Administrative leave, unless required to work, shall be granted to employees when natural disasters or other emergency conditions create unsafe working conditions.
- b. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions from the CCU, GWA General Manager, or the Governor of Guam.
- **c.** When Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.
- **d.** Except for those employees determined by the General Manager to be necessary for providing essential services, employees shall be released from duty with pay, without charge to leave, for the period the facility is closed.
- e. Employees who are on annual or sick leave status when an emergency condition is declared and are not required to report to duty, shall be considered as released from duty with pay without charge to leave for the period the work facility is closed.

#### 7.D.3. ABSENCE PENDING FORMAL INVESTIGATION

An employee, who is under formal investigation for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, when the employee's absence from the work location is essential to the investigation.

#### 7.D.4. BEREAVEMENT LEAVE

An employee, upon request, shall be granted two days of excused absence with pay, and without charge to leave upon the death of any member of the employee's immediate family.

#### 7.D.5. PATERNITY LEAVE

- **a.** Paternity leave shall be granted to a male employee occupying a permanent position upon the birth of a child, or children by his/her wife, including common-law.
- **b.** Paternity leave shall not exceed 20 days of paid leave and must encompass the date of childbirth.

#### 7.D.6. MATERNITY LEAVE

- a. Pregnant employees are responsible for notifying their supervisor, in advance, of their intention to request leave for maternity purposes including the type of leave, approximate dates and anticipated date of return to duty, to allow the agency time to prepare for any staffing adjustments which may be necessary. The supervisor is responsible for providing gainful employment and making use of the employee's skills for as long as the employee is not incapacitated for duty.
- b. Sick leave shall be made available during pregnancy to cover for physical examinations and periods of incapacitation based on certification by the employee's physician. An employee may request for annual or sick leave, or leave without pay (in addition to the authorized maternity leave) to provide for a reasonable period of adjustment, or to make arrangements for the care of the child.
- **c.** An employee who wishes to return to work following delivery shall be assured continued employment in her position or a position of like seniority, status and pay upon presentation of her personal physician's certification of fitness for duty.
- **d.** The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.
- e. Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed 20 days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose, may be charged against accumulated sick leave, or may be unpaid leave, at the option of the employee.
- f. Total leave, whether maternity, sick or unpaid leave, shall not exceed twenty days without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

# 7.D.7. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH OR ADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or caring for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) months.

#### 7.D.8. PARENTAL INVOLVEMENT INITIATIVE LEAVE

- a. An employee of the Government of Guam, who is a parent or legal guardian and who is not otherwise prohibited from such contact with his/her child by order of a court, may use up to four (4) hours every two (2) pay periods to meet with a teacher or other school official concerning the employee's child's performance or behavior or to volunteer parental-involvement time at his/her child's school.
- **b.** The four (4) hours every two (2) pay periods may be utilized at the arrangement of the employee with the employee's supervisor and may be

split into smaller separate segments over the two (2) pay period time frame.

An employee requesting such leave shall submit a request to his/her supervisor in advanced and is required to obtain from his/her child's teacher or school official a signed certification that the employee has visited the school for an official conference or function. Such requests may be denied for good cause.

#### 7.D.9. LEAVE WITHOUT PAY

- a. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he/she would be paid. Employees may request leave without pay for good cause when their current authorized annual or sick leave with pay, will not cover the total period of requested leave. Such request may be denied for good cause. All LWOP requests must be approved by the GWA G.M.
- **b.** When an employee is on leave without pay status, accrual of sick, annual or retirement credit is not allowed.

#### **ARTICLE VIII**

#### 8. EMPLOYEES WITH DISABILITIES

# 8.A. PLACEMENT OF EMPLOYEES WHO BECOME MEDICALLY NON-QUALIFIED

- **8.A.1.** The provisions of this section shall apply to permanent employees who become medically non-qualified and to original probationary employees with a service-connected disability.
- **8.A.2.** It is the responsibility of GWA to assure, to the extent possible, the continued employment of employees who become disabled as a result of an injury, accident or illness that is not a result of misconduct, or who are found to be medically non-qualified for their present position, but who are medically qualified for other types of positions within GWA.
- **8.A.3.** The employee shall be examined at the expense of GWA by a government or private physician or physicians, in such field or fields of medicine and/or psychiatry as may be applicable to evaluate the employee's qualifications for his/her present position, or assess his/her current physical and emotional capacities and/or evaluate his/her qualifications for a vacancy for which he/she is being considered under the provisions of this section.
- **8.A.4**. Employees affected by this rule shall be considered for those vacancies for which they qualify.
- **8.A.5.** In the placement of employees with a disability, the following should be taken into account:
  - a. The ability of the employee to safely perform the duties of the position without undue interruption to the work program and/or undue hardship on the operations of the program.

- **b.** The ability of the employee to absorb any required training or retraining.
- **c.** The mutual interest of both GWA and the employee.
- **d.** If demotion is involved, whether or not initiated by the employee, he/she shall be compensated in accordance with GWA Personnel Rule and Regulation.

#### 8.B. PLACEMENT OF EMPLOYEES WITH DISABILITIES

- **8.B.1.** After medical, physical, or psychological reevaluation, an employee who is no longer qualified to perform the duties of his/her position satisfactorily within a stated reasonable period of time and in spite of reasonable accommodations due to a permanent medical physical or mental incapacity, the General Manager shall take the following action:
  - **a.** Transfer and re-assign the employee to an equivalent position elsewhere in GWA;
  - **b.** Promote the employee; or
  - **c.** Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent position is available.
- **8.B.2.** If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other Government of Guam departments and agencies. If an appropriate vacancy is found, the receiving department or agency may process the appropriate action to employ the employee who is medically disabled consistent with personnel rules of that department or agency and provisions of the ADA.

#### 8.C. REASONABLE ACCOMMODATION

Every effort shall be made by the General Manager to provide reasonable accommodations to assure continued employment.

#### 8.D. TERMINATION OF EMPLOYMENT

The General Manager shall terminate the employment of the employee:

- **8.D.1.** If no suitable placement can be made or if the employee refuses placement in a suitable position.
- **8.D.2.** If the employee refuses retirement.
- **8.D.3.** If the General Manager has evidence that the employee is permanently disabled from performing the job, or will be disabled for a long time that termination is necessary in light of demonstrated business realities. Such termination action shall be consistent with Adverse Action Procedures.

#### **ARTICLE IX**

#### 9. MISCELLANEOUS PROVISIONS

#### 9.A. RESIGNATION PENDING ADVERSE ACTION

An employee who resigns after receipt of a notice of proposed adverse action is deemed to have resigned voluntarily. No record of the proposed adverse action shall be kept by the agency.

#### 9.B. SAFETY STANDARDS

The minimum safety standards shall be those established in the Occupational Safety and Health Code (Chapter 87, Title 10 of the Guam Code Annotated) and administered by the Division of Occupational Safety and Health, Department of Labor.

#### 9.C. DRUG FREE WORK PLACE

**9.C.1. Written Policy.** Employer must carry out drug or alcohol testing or retesting within the terms of a written policy that has been provided to every employee subject to testing and is available for review by employees.

The employer's written policy must provide uniform requirements for what disciplinary actions an employer will take against an employee upon receipt of a confirmed positive test result for drugs or alcohol or upon the refusal of the employee to provide a testing sample. The policy must provide that any action taken against an employee will be based only on the results of the drug or alcohol test.

- **9.C.2. Reconsideration of Written Policy.** GWA shall reconsider its Drug and Alcohol-Free Workplace Policy if either of the following conditions change:
  - **a.** When marijuana is removed from the Federal Schedule 1 controlled substance list:
  - **b.** When Guam law establishes a THC impairment level and a reliable test is developed that can determine THC impairment, or
  - **c.** When DOA submits its plan for a revised Drug and Alcohol-Free Workplace Policy for the Government of Guam.

#### 9.D. PERSONNEL FILE

- **9.D.1. Personnel File Material:** GWA shall notify the employee if information that may negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to adverse action is placed in his/her file.
- **9.D.2. Right to Respond:** The employee shall have the right to submit a response to material or statements that may negatively affect the employees. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. No anonymous reports shall be filed in the employee's personnel file.

#### 9.D.3. Employee's Right to Access File

Besides the right to inspect his/her personnel file and the right to an opportunity to respond to material or statements that may negatively affect the employee's his/her file, as delineated above, each employee shall have the following rights regarding his/her personnel file:

- a. No material in the file may be made confidential as to the employee; he/she must have the opportunity to know its contents.
- **b.** In the event the employee disagrees with or considers any documented information or material untrue, he/she may resort to the grievance procedures;
- c. The employee shall have the right to duplicate any material in his/her file including employment application forms, police clearance, TB clearance, High School/College Diploma and/or Transcripts, etc.
- **d.** The employee shall have the right to submit to the Personnel Office for his/her personnel file any material of merit which is relevant to his/her performance within the GWA.
- **e.** GWA may reject any material that is irrelevant or inappropriate that is submitted under item #4.

#### 9.D.4. Duration of Progressive and/or Disciplinary Action

Memorandum of Counseling, Warning, or Reprimand and/or Disciplinary Action filed against an employee will be kept in the Human Resource secure file room, separate from the employee's personnel record.

#### 9.D.5 Ergonomic Assessment of Work Environment

GWA is committed to providing employees work environments free from known or potential hazards and will allow employees to be productive and comfortable. GWA also recognizes employees may at times need differently configured workstations due to an injury or an accommodation in accordance with the American with Disabilities Act (ADA). To determine whether an employee's workstation is appropriate or if the workstation arrangement needs to be modified, employees shall complete and submit an ergonomic evaluation request form to his or her immediate supervisor. Supervisors shall review the request for accuracy and submit to HR Department within 5 business days. Within 5 business days of receipt of the employee's request, HR Department will review the request and communicate with the employee regarding the status of the request.

#### 9.D.6 Bi-Annual Updates

GWA General Manager shall coordinate bi-annual meetings to update employees on GWA's outlook, progression and future plans.

#### ARTICLE X

#### MISCELLANEOUS PROVISIONS

#### 10.A. SEVERABILITY

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

#### 10.B. SAVINGS

**10.B.1** Grievances initiated under this Agreement (or as extended) and pending on the execution hereof beyond the life of this Agreement are saved and may be prosecuted by the aggrieved party as though the Agreement is still in force.

10.B.2 Leave entitlement and balances are not affected by expiration of the Agreement.

#### 10.C. NEGOTIATIONS

- **10.C.1** If either party desires to modify any or all parts of this Agreement for a successive term, that party may give written notice of the same to the other party at any time. A jointly developed schedule for negotiations shall be completed and negotiations shall commence not later than 60 days thereafter.
- **10.C.2** Upon the request of either party, the other shall make available for inspection and copying, documents and records pertinent to the subject of negotiations. Both parties have the right to request that their most recent proposals be answered by a written counter proposal.
- **10.C.3** An article, or portion thereof, is considered a tentative agreement only when mutually signed and dated by both parties. All tentative agreements are subject to formal ratification by the Board and the Union.
- **10.C.4** When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement shall be reduced to writing and presented to the Union for ratification. The Union shall have fifteen (15) days in which to present a written report to the Board of their action. Following such ratification, the Agreement shall be subject to ratification by the Board that shall take place within fifteen (15) days of the date the Union notifies the Board of ratification. The Agreement shall then be forwarded to the Attorney General and the Governor.

#### 10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and the Board retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of the Agreement to its dues paying members. The Board agrees that it shall be responsible for printing and distribution of this Agreement for the managers of the GWA. Copies of the Agreement shall be posted on both the Waterworks Authority's and the Unions web site. Both the Union and Board may make printed copies of the Agreement available for purchase to all others.

#### 10.E. EFFECTIVE DATES OF AGREEMENT, TERM AND AMENDMENTS.

- **10.E.1** This Agreement may be amended in whole or in part as specified in Section 10.C. (subject to GWA board approval and other approvals required to be obtained by the Union). Both parties agree to review and negotiate any request in good faith.
- **10.E.2** This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one-year term subject to annual renewal upon the mutual written consent of the parties.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:	Ratified for the Union:		
		PA	
		08/14/2020	
Miguel C. Bordallo, P.E.	Date	for: Daniel Del Priore Date	
GWA General Manager		Chief/Negotiator)	
		1. A tol	
		(mily / energy 08/14/2020	
CCU Chairperson	Date	Timothy Fedenko, President Date	

# **EXHIBIT B**

### **COLLECTIVE BARGAINING AGREEMENT**

BETWEEN the



For

#### **GUAM WATERWORKS AUTHORITY**

AND

#### **GUAM FEDERATION OF TEACHERS UNION**

AFT LOCAL 1581 AFL-CIO

"A Union of Professionals"



EFFECTIVE DATE

# COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GUAM WATERWORKS AUTHORITY AND THE GUAM FEDERATION OF TEACHERS UNION AFT LOCAL 1581 AFL-CIO

#### ARTICLE I

#### 1.A. PREAMBLE

This Agreement is entered into by and between the Guam Waterworks Authority hereinafter referred to as ("GWA"), whose business address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union hereinafter referred to as ("GFT") whose mailing address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

#### 1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A. §14109.5, GWA's employees have the right to form, join, assist, and participate in the management of employee organizations of their own choice; and

WHEREAS, in compliance with the requirements set forth in 4 G.C.A. §10109, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's employees because at least ten percent (10%) of GWA's employees are members of the GFT and because a majority of GWA's employees have designated GFT as their exclusive representative; and

WHEREAS, pursuant to 4te4 G.C.A. §10113(b), GFT has the right, as the exclusive representative of GWA's employees, to negotiate written agreements with GWA's Management reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

NOW THEREFORE, in compliance with the above premises and mutual promises set forth herein and terms and conditions hereinafter set forth, GWA and GFT hereby covenant and agree as follows:

#### 1.C. RECOGNITION AND BARGAINING UNIT

- 1.C.1. The Guam Waterworks Authority recognizes GFT as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the employees within the collective bargaining unit as defined in Section 2 of this Article.
- 1.C.2. The recognized unit includes all non-management employees within the Guam Waterworks Authority.

#### 1.D. CONTRACT TERM

This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of five (5) years; Terms of this Agreement may be modified, terminated or discharged, in whole or in part, by an instrument in writing signed by both Parties hereto, or their respective successors or permitted assigns one year term subject to annual renewal upon the mutual written consent of the parties.

#### **ARTICLE II**

#### 2.A. GENERAL PROVISIONS

- 2.A.1. It is the policy and purpose of this Agreement and the Particsparties hereto, that it is in the public interest, to promote orderly and constructive relationships between management and its public employees by providing an opportunity for effective participation by employees in the formulation and implementation of policies and procedures affecting conditions of their employment. The Union shall have the right to provide meaningful representation for public employees in grievances, disciplinary matters and negotiate with government management officials for establishing rules and procedures affecting terms and conditions of employment, subject to applicable laws and regulations.
- 2.A.2. Neither the Union nor the Management shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. Covered employees shall have the right to form, join, assist, and participate in the Union and to act as organization representative or to refrain from any such activity, without interference, restraint, coercion, or discrimination and without fear of penalty or reprisal.

#### 2.B. PAYROLL DEDUCTION OF UNION DUES

- 2.B.1. Management agrees to deduct from covered employee's paycheck each month, union dues, lawful fees and assessments as certified by the Union and agreed to by the employee, as verified and authorized by the employee in a GWA Payroll Deduction Form and a GFT Payroll Deduction Form, and GWA shall and remit the same to the Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer within twenty (20) workdays work days prior to implementing the change. The Employer agrees to furnish the Union with a current GWA Staffing Pattern within thirty (30) days the names and addresses of a written quarterly requestall newly-hired and separated employees.
- **2.B.2.** GWA agrees that it will deduct bi-weekly from covered employees' wages that amount voluntarily allotted for Union dues and forward that amount deducted to the Union within seven (7) working days from the pay-period ending date where such deductions were made. The Employer shall submit a list of the names and social security numbers of employees on whose behalf dues have been deducted. All covered Employees agree to disclosure of their Social Security numbers for the purposes stated herein.

#### 2.C. DEFINITIONS

- **2.C.1.** Administrative leave: Leave with pay without charge to the employee's accumulated leave, granted at the discretion of the Appointing Authority.
- 2.C.2. Appointing Authority: The General Manager of the Guam Waterworks Authority or his/her designee.
- **2.C.3.** Classified Service: Government service of which employees have attained permanent status and cannot be removed from employment without cause.
- 2.C.4. Compensatory Time Off: Time off in lieu of overtime pay and managed in accordance with the Fair Labor Standards Act (FLSA) applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time, and Article V, Section 5.E. of this Agreement, FLSA and this Agreement. The amount of time off shall be granted at time and one-half.
- 2.C.5. Continuation of Pay (COP): Continuation of Pay (COP): Means employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury. Means employees are entitled to COP because of temporary total disability or temporary partial disability due to a job-related injury that is substantiated by medical report(s); in accordance with applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time.
- 2.C.6. Day: Shall mean calendar day unless otherwise specified.
- **2.C.7. Demotion:** The involuntary change of an employee's position to a position with a lower maximum salary rate for just cause. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he she held prior to the demotion for cause.
- **2.C.8. Demotion (Voluntary)**: The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency.
- 2.C.9. Detail: The temporary assignment of an employee by the General Manager to perform a particular function.
- **2.C.10.** Disability: The inability to perform the job to which they are assigned due to medical reasons. The disability can be temporary or permanent and partial or complete.
- **2.C.11.** Dismissal: Separation, discharge, <u>termination</u> or removal for cause of an employee from his/her position.
- 2.C.12. Duty: A task assigned to an employee by a responsible management authority.

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- 2.C.13. Emergency: Situations which may jeopardize human life, health and property or agency operations as declared in a manner provided by law.
- 2.C.14. Employer: Guam Waterworks Authority
- **2.C.15.** Employee: Any non-management person employed by the Guam Waterworks Authority covered under this Agreementagreement.
- **2.C.16. Grievance:** Complaints which relate to the working condition and relationship to policies, rules and regulations, and this <u>Agreementagreement.</u>
- **2.C.17.** Immediate Family: With respect to leave, immediate family is defined as the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren would also be considered "immediate family."
- 2.C.18. Injury: This term means accidental injury, illness, or death arising out of and from the course of employment.
- **2.C.19.** Layoff: The involuntary termination of an employee for reasons other than disciplinary actions and which does not negatively reflect on the Employee's service to GWA and includes reductions-in-force as a result of reorganization or lack of funds.
- 2.C.20. Management: The line of authority from the General Manager down to the first level supervisors.
- **2.C.21. Performance Rating**: The appraisal or evaluation of the work performance of an employee.
- 2.C.22. Position: The work consisting of the duties, functions, and responsibilities assignable to an employee.
- **2.C.23.** Probationary Period: It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four (4) years of separation in good standing. Probationary periods shall not be less than <a href="mailto:three-(12)">three (3)</a> months nor more than <a href="mailto:twelve(12)">twelve (12)</a> months.
- 2.C.24. Overtime: Actual hours worked in excess of forty (40) hours in a workweek.
- 2.C.25. Permanent Status: Permanent status is attained once an employee completes a satisfactory probationary period.
- **2.C.26.** Position Description: A statement of the duties and responsibilities comprising the work assigned to an employee/position.

- **2.C.27. Promotion:** The movement of a permanent employee to a position with a higher maximum salary rate.
- **2.C.28.** Resignation: The voluntary termination of employment by an employee submitted in writing to the GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.
- 2.C.29. Supervisor: A person having supervisory authority over any other employee.
- **2.C.30.** Suspension: The temporary removal of an employee from his/her position with loss of pay for cause.
- 2.C.31. Union: Guam Federation of Teachers' Union Termination: The removal of an employee from employment for cause.
- 2.C.32. Workday Union: The recognized collective bargaining Authority.
- 2.C. 33. Work Day: The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.
- 2.C.3334. Work Week: A regularly recurring period of seven (7) consecutive twenty-four (24) hour intervals. A workweek need not coincide with a calendar week. It may begin any day of the week at any hour of the day. A workweek shall remain the same unless any change is intended to be permanent.

#### 2.D. UNION RIGHTS

#### 2.D.1. CONFERENCES

The General Manager or authorized designee and the GFT President or authorized designee shall meet upon request of either party within five (5) working days of a request.

#### 2.D.2. WORK SITE VISITS

The President of the Union or designated representative, or full-time Union employees may visit worksites for matters pertaining to this Agreement and other policies after providing forty-cight [48] hours advance notice to the GWA General Manager of the facilities the Unionunion wishes to visit. If conferences with covered employees are necessary, they shall be scheduled before or after the duty day or during the lunch period.

#### 2.D.3. PRESIDENT'S RELEASE TIME

In the event that a covered employee is elected President of the Union the following shall apply:

**2.D.3.a.** Upon written request from the Union, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.

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**2.D.3.b.** The president's leave of absence shall commence within thirty (30) days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement contribution that it makes on behalf of the president.

**2.D.3.c.** The president shall suffer no loss of benefits or rights, as defined by law or this Agreement, as a result of this leave. The president's seniority shall be treated the same as any other member of the bargaining unit who is on leave from their worksite.

#### 2.E. BULLETIN BOARDS

The Union has the right to the use of a bulletin board paid for by the Union and consisting of a maximum of sixteen [16] square feet. The location of the board is subject to GWA approval. The board shall be placed in an employee high traffic area. Management may remove inappropriate postings with immediate notification to the Union.

#### 2.F. UNION STEWARDS

- **2.F.1.** The number and need of stewards shall be determined by the Union and appointments thereof will be made by the President. The Union agrees to limit the number of stewards to a maximum of one (1) per shift per GWA organizational division.
- 2.F.2. The Union shall supply Management a current and complete list of all authorized stewards.
- 2.F.3. Management agrees to recognize the Stewards officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union of the names of its officers and representatives.
- 2.F.4. Management agrees that in the event it plans to transfer a Steward from one GWA organizational division to work another, GWA shall inform the Union five (5) days prior to taking such action, except for transfers of Stewards for disciplinary, safety, sexual harassment actions, or for homeland security or regulatory compliance.
- 2.F.5. Union Leave Bank with pay for Union Business. The Union will have a bank of Union Leave with pay for Union Business; which shall accrue for forty (40) hours per calendar year, and said leave shall not accumulate, but expire at the end of each year, and begin again at the beginning of a new calendar year. The Union will give GWA Management notification whenever such Leave is utilized and will also provide the name(s) of the involved Union Steward(s); who will not lose pay or seniority or promotion because of such utilization of this leave.
- 2.F.6. Authorized stewards may participate in the preparation and revision of GWA Policies and Procedures at a subcommittee level. Participation is limited to one steward per subcommittee, and the same steward can be on one (1) or all of the subcommittees. GFT may submit positions on proposed policies in writing to the General Manager or coordinate through authorized stewards participating on a subcommittee.

#### ARTICLE III

#### 3. GRIEVANCE PROCEDURE PROCEDURES

#### 3.A. STATEMENT OF POLICY

It shall be the policy of the <u>GWAGuam Waterworks Authority</u> to promote favorable relations between management and its employees by resolving complaints expeditiously; preventing similar complaints; assuring fair and equitable treatment of all employees; and promoting harmonious working relationships among all levels of employees.

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, a prompt and mutually acceptable solution to grievances that may arise periodically over issues involving personnel actions or employment conditions.

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In the interest of ensuring that grievances are resolved expeditiously, time limits are given for appropriate stages in this procedure. These are for guidance. If it is not practicable to adhere to these time limits, they may be amended by mutual agreement.

GWA encourages the use of mediation by an impartial person as a means to resolve conflict by facilitating communication between the Parties to promote reconciliation, settlement and understanding. By mutual agreement, the Parties may enter mediation at any point during the grievance procedure and such voluntary participation will immediately suspend the timelines.

All Department Heads, Managers, Supervisors, and Leads are required to participate in grievance procedure training every three (3) years. All new employees and any employee who is hired or promoted into a supervisory position must receive training on grievance procedures within sixty (60) days of hire or promotion.

These procedures outline the responsibilities and procedures to be followed by employees in the presentation of an informal or formal grievance. All levels of management shall carefully and promptly respond to an employee's grievance and shall be guided by these procedures.

#### 3.B. APPLICABILITY

The regulations in Article IIII his Chapter shall apply to all covered employees in the classified service.

#### 3.C. DEFINITION

Grievance: Any A grievance is any question or complaint filed by a covered employee alleging that there has been a misinterpretation, misapplication, or violation of this agreement, a personnel statute, rule, regulation, or written policy which directly affects the employee in the performance of his/her official duties; performance evaluation matters, or has received prejudicial, unfair, arbitrary, capricious, hostile, intimidating or unprofessional treatment in his/her working conditions, or work relationships. The time frames provided in this chapter may be extended or shortened based on the mutual agreement of the parties involved.

Days: "Days" as used in these procedures mean workdays. In counting the number of days for each step, if the last day falls on the employee's weekend, the filing time or receipt time will apply to the employee's next workday.

Mediation: A form of alternative dispute resolution outside of GWA's formal grievance process in which an impartial person, a mediator, facilitates communication between disputing parties to promote reconciliation, settlement, and understanding.

#### 3.D. COVERAGE

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to <u>position descriptionjob classification</u>, shift and job locations, assignments, hours worked, working facilities and conditions, policies for granting leave, promotional matter, and other related matters.

#### 3.E. EXCLUSIONS

- **3.E.1. GENERAL EXCLUSIONS:** The following actions are not covered by these grievance procedures:
  - Disqualifications of an applicant
  - b. Disqualification of an eligible
  - c. Examination of ratings
  - d. Removal during original probationary period
  - e. Appeals from classification determinations
  - f. Appeals from adverse personnel actions
  - g. Allegations or complaints of discrimination
  - h. Position description and job qualification minimum
  - Non-selection of eligible applicant

#### 3.E.2. EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION COMPLAINT:

When an aggrieved employee submits a written allegation of discrimination on the grounds of race, color, religion, sex, national origin, marital status, age, disability, or political affiliation in connection with a matter which is subject to the government's grievance procedures, as well as the EEO discrimination complaint procedures, that allegation shall be processed under the EEO discrimination complaint procedures.

#### 3.F. GENERAL GRIEVANCE PROCEDURES

#### 3.F.1. FREEDOM FROM REPRISAL OR INTERFERENCE

An employee and his her representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

3.F.2. An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his/her rights under this grievance system. Statements To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or actions interference. He should refrain from making any statement or taking any action which have has the appearance of a threat, interference or intimidation are not allowed and the interfering employee may be subject to disciplinary action.

#### 3.F.3. EMPLOYEE'S STATUS DURING GRIEVANCE PROCEDURES

An employee shall be on regular workemployee's status during each procedural level unless the employee is on leave shall be status quo.

3.F.4. RIGHT TO SEEK ADVICE: Employees may communicate with and seek advice from

the following, however, not for the purpose of circumventing these grievance procedures:

- a. The GWA Personnel Office:
- An Equal Employment Opportunity Officer;
   GWA legal counsel;
- d.c. The supervisor or management official of higher rank than the employee's immediate supervisor; or
- e.d. The Union.

#### 3.F.5. REPRESENTATION

- a. An employee has the right to present a grievance without representation.
- b. An employee has the right to present a grievance with representation.
  - An employee has the right to be accompanied, represented, and advised by a representative of his her choice at any stage of the grievance proceedings.
  - ii. An employee may change his/her representative, but to do so, he/she must notify the General Manager in writing within two (2) working days of the change in writing.
  - iii. A person chosen by the employee must be willing to represent him/her.

#### 3.F.6. OFFICIAL TIME FOR PRESENTATION OF THE GRIEVANCE

- An employee must be given a reasonable amount of official time to present his her grievance.
- b. An employee's representative, if he/she is an employee of the GWA must be given a reasonable amount of official time to present the grievance.
- Official time for the presentation does not include time relating to the investigation or preparation of a grievance, nor does it include travel time in excess of forty-five (45) minutes, travel expenses, per diem travel allowances or consultation with a private attorney.

#### 3.F.7. TERMINATION OF A GRIEVANCE

- An employee who has filed a grievance may terminate the grievance at any time by notifying the General Manager at-any-time in writing.
- b. Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will automatically terminate the grievance.

## 3.F.8. MANAGEMENT'S RESPONSIBILITY FOR TIMELY ACTION AND SETTLEMENT ATSETTLEMENTAT THE LOWEST POSSIBLE LEVEL

- It shall be the responsibility of management to settle grievances fairly and promptly
  at the organizational level where the grievance was brought to their attention by the
  employee.
- b. Failure by management to render a decision to the employee within the allotted time automatically allows the employee to proceed to the next step of the grievance procedures.

#### 3.G. STEP 1 - INFORMAL GRIEVANCE PROCEDURES

#### 3.G.1. MANAGEMENT RESPONSIBILITY

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well-founded, management has both a duty and a need to eliminate the cause. When the grievance is <u>not</u> well-founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, understanding, fairness, and competence, which convinces the employee that he/she has been treated fairly. The employee may present his/her grievance under the informal procedures, either orally or in writing, and he/she should not be prevented from submitting a written explanation if he/she desires.

#### 3.G.2. SUPERVISOR'S RESPONSIBILITY

- Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective working relationships.
- b. Each employee has the right to present matters to hisher supervisor and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

#### 3.G.3. EMPLOYEE'S RESPONSIBILITY

- Employees are responsible to promptly inform management about a grievance.
- Employees may obtain reports of personnel interviews, statements of witnesses and copies of decisions in support of his/her grievance.
- a=c. Each employee is expected to make a good faitheonsorted effort to achieve informal settlement of his/her grievance.
- b. Tolling Period In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time shall fall falls on the next working day.

#### 3.G.4. HUMAN RESOURCES OFFICE'S RESPONSIBILITY

- Training management about grievance procedures;
- Coordinating all logistics related to the grievance procedures including scheduling meetings and management adherence to time limits;
- Monitoring the steps of the grievance process and documentation to ensure that both management and employee are informed in advance about timelines, submission of paperwork and any other relevant information related to the grievance procedure.

#### 3.G.5. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1

#### 3.G.5.a. MANDATORY USE OF THE PROCEDURE

An employee must complete the step by step process as outlined in the procedure.

#### 3.G.5.b.4.a. INITIATION BY EMPLOYEE

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

#### 3.G.5.c. INITIAL FILING OF GRIEVANCE AND 4.b. TIME LIMIT

- An employee may present a grievance to his/her supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.
- b. The initial presentation of a grievance must be presented to the grieving employee's immediate supervisor except when an employee is filing a grievance against another employee. In this case the grievance must be given directly to the other employee's supervisor. In the event that the grievance relates to the manager who would normally deal with a grievance at this stage, the grievance should be referred to the line manager's immediate manager or to the HR manager
- b-c. Grievances must be presented within fifteen (15) workdays after the incident, work days of that action or cause of the grievance. Day I starts on the day after the incident, action or cause of grievance, occurrence, unless the condition is continuing.
- e.d. The immediate supervisor shall render a decision within ten (10) workdays work days of the presentation of the grievance or notification of the mediation conclusion described in section 3.G.5.g.vi. However, this period is tolled during the pendency of any declared emergency related to natural disasters.

#### 3.G.5.d4.e. FORM OF THE GRIEVANCE

An employee may present a grievance under the informal procedure either orally or in writing. Employee must state that he or she is grieving. Any grievance initiated either orally or in writing shall be transcribed into the Grievance Inquiry form by the employee, supervisor or Human Resources (HR) Representative. The grieving employee is required to review, correct and sign the Grievance Inquiry to affirm the accuracy of the information in describing the matter being grieved.

#### 3.G.5.c4.d. NON-REJECTION PROVISION

A grievance may not be rejected in the informal procedure for any reason. If the grievance consists of a matter not covered under the grievance system, the employee should be so advised, but he/she must be allowed to submit his/her grievance under the formal procedures if he/she insists.

#### 3.G.5.f4-e. MANDATORY USE OF THE INFORMAL PROCEDURE

An employee must complete the informal procedure before Management may accept from him a grievance from him/her concerning the same matter under the formal procedure.

#### 3.G.5.g. MEDIATION

Within forty-eight (48) hours after the presentation of a written grievance, the supervisor, division head, or other authority must offer outside mediation selected from a list of up to five (5) mediators

agreed upon by both GFT and GWA. The approved list shall automatically renew on October 1 of each year, unless updated in writing. The choice shall be presented on the Grievance Inquiry form which shall contain the name of the grievant and all parties grieved against. The form will identify the parties involved and a checkbox to indicate an interest to proceed with mediation. If the Grievant does not wish to proceed with mediation, the case shall not proceed to Mediation.

- Participation in mediation is voluntary;
- The mediation process is confidential, and the information discussed shall not be used in any other steps of the grievance process or other GWA personnel related matters;
- iii. All documents generated during the mediation process will be retained by the mediator;
- iv. The mediator will generate and submit a final report documenting whether or not an agreement was reached to GWA's HR Department to include in the grievance file.
- Any grievance resolved is considered a contract between the Parties. The terms and conditions must be documented, signed by both parties and submitted to GWA's HR Department to include in the grievance file.
- vi. Following unsuccessful mediation, both Parties shall be provided the report issued in step 3,G.5,g.iv by the GWA's HR Department. After notification to both parties, grievance procedure timelines shall be reinstated and proceed to step 2.

#### 3.G.5.h4-f. FAILURE TO RESPOND

In the event that a Supervisor fatls to answer or respond to an informal grievance within ten (10) workdayswork days after such informal grievance is presented to him/or-her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance (Step 2).— At no time shall a grievance be remanded back to a lower level of the grievance process due to a failure by a management official to respond to the employee's grievance.

## 3.H. STEP 2 - FORMAL GRIEVANCE PROCEDURES – NEXT ADMINISTRATIVE LEVEL

#### 3.H.1. PRESENTATION OF THE GRIEVANCE - STEP 2

3.H.1.a. An employee is entitled to present a grievance under the formal procedure if:

- i. He or she has completed the informal procedures; and
- The Employee believes that grievance is not satisfactorily resolved at the informal -level; or
- iii. The immediate supervisor failed to render a decision as specified in step 1, item 3.G.5.h4.b within ten (10) workdays work days of the presentation of the grievance at the informal level.

#### 3.H.1.b. The grievance presented in Step 2 must:

i. Be in writing on the Grievance Complaintprescribed form (see

Appendix A);

ii. b. Contain sufficient detail to identify and clarify the basis for the grievance;

iii. e. Specify the specific relief requested by the employee; and d. Be submitted to the department or division manager of official who is the next higher supervisor than the immediate supervisor within five (5) workdayswork days after the receipt of the decision iv. answer in Step 1, or after the decisionanswer was due.

## 3.H.2. RESPONSIBILITY OF DEPARTMENT OR DIVISION MANAGERNEXT HIGHER SUPERVISOR

- **3.H.2.a.** The <u>department or division management higher supervisor</u> must determine whether the grievance was timely, is covered by the grievance procedure and has been processed through the informal procedure.
- 3.H.2.b. The department or division management higher supervisor shall make a positive attempt to resolve the grievance. He/she shall render a decision, in writing, to the employee within fifteen (15) work days after receipt of the Grievance Complaint form required as specified in Section item 3.H.1.b.j.

#### 3.I. STEP 3 - FORMAL GRIEVANCE PROCEDURES - GENERAL MANAGER

#### 3.I.1. PRESENTATION OF THE GRIEVANCE - STEP 3

An employee is entitled to present a grievance to the General Manager under Step 3, if:

- 3.1.1.a. He or she has completed Step 2 of the procedures; and,
- 3.I.1.b. The Employee believes the grievance is not satisfactorily resolved at the Step 2 level; and,
- 3.1.1.c. He or she has specified the personal relief sought; and
- 3.1.1.d. He or she has submitted the entire grievance record to the General Manager within ten (10) work days after receipt of the answer in Step 2, or after the answer was due.

#### 3.I.2. THE GENERAL MANAGER'S WRITTEN DECISION

The General Manager shall render a written decision to the employee within fifteen (15) work days after the General Manager is presented with the employee's grievance. The General Manager's written decision shall include:

- 3.1.2.a. Whether-or-not the grievance has been granted or denied; and the grounds for his/herthe decision.
- 3.I.2.b. Remedy or relief provided (if appropriate).

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3.1.2.c. Any other pertinent facts.

#### 3.J. STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION OR ARBITRATION

#### 3.J.1. PRESENTATION OF THE GRIEVANCE-STEP-4

- 3.J.I.a. An employee is entitled to present a grievance appeal under Step 4, if:
  - i. He has completed Step 3 of these procedures;
  - The Employee believes the grievance is not satisfactorily resolved at the Step 3 level; Or

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- iii. iii. The General Manager failed to render a written decision within fifteen (15) working days of the submission of the complete grievance, in writing, at the Step 3 level;
- 3.J.1.b. The grievance presented in Step 4, must:
  - i. Be in writing;
  - ii. Contain sufficient details to identify and clarify the basis of the grievance;
  - iii. Include complete copies of the grievance forms submitted in Steps 2 and 3;
  - iv. Specify the personal relief requested by the employee;
  - Be submitted to the Civil Service Commission or <u>Arbitration Panel</u> within ten (10) <u>workdayswork days</u> after receipt of the answer in Step 3, or after the answer was due; and
  - Contain complete information of Employee and Representative (if appropriate).
- 3.J.L.c. If employee and management agree to arbitration then a three (3) member arbitration panel shall be selected, where each Party selects one arbitrator, and the presiding arbitrator is selected by agreement of the Parties. Unless otherwise agreed, arbitration fees will be equally paid by each Party.

#### **ARTICLE IV**

#### 4. TRANSFERS AND DETAIL ASSIGNMENTS

#### 4.A. VOLUNTARY TEMPORARY TRANSFERS:

- 4.A.1. When management identifies a temporary need for an employee in another position classification for a period of time longer than 90 days but less than one (1) year, and for which they are qualified, an employee may be transferred to that position with the employee's consent. Transfers and subsequent changes to employee compensation The Employee shall retain all vested elassified rights. The Employee shall be in accordance with Guam Law and Guam Rules and Regulations; both as may be amended paid at the salary of the new position classification not to exceed two steps up from time to their salary step at the time, of the transfer. Under no circumstances shall an employee be paid a lower rate due to a temporary transfer.
- 4.A.2. Increments shall not be affected during a voluntary temporary transfer.

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4.A.3. No employee shall be eligible for any other voluntary temporary transfer within five years following the date that any prior voluntary temporary transfer was concluded.

#### 4.B. VOLUNTARY DEMOTIONS

Demotions may be made when the employee meets the minimum qualification requirements of the position to which he/she seeks movement. Such demotion shall require the prior approval of the General Manager and the written consent of the employee.

## 4.C. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION DETAIL ASSIGNMENTS

The reduction shall be to the salary in the new pay grade closest to, but not more than, the employee's salary at the time of demotion.

#### 4.D. DETAIL ASSIGNMENTSC

- **4.D.1.** A detail is the temporary assignment to meet management needs of an employee to another position or to a group of specific duties and responsibilities for a specified period not to exceed ninety (90) days with the employee returning to his her regular duties at the end of the detail.
- **4.CD.2.** Details shall be made only for meeting temporary needs of a division, department, or section programs including but not limited to the following:
  - emergency details to meet emergencies occasioned by abnormal workload, change in the organization or unanticipated absences; or
  - b. pending description and formal classification for a new position; or
  - to replace an incumbent who is undergoing training and to replace any employee who is unavailable for work for any reason including filling vacancies on a temporary basis.

unavailable for work for any reason including filling vacanoics on a temporary basis.

- 4.CD.3. All details in excess of thirty (30) calendar days must be documented.
- 4.CD.4. <u>Temporary</u>An employee may be detailed while serving a probationary period provided however that no employee may be terminated for performance related matters to the detail, including lack of training.
- 4.D.5. Temporarily assignments and details shall conform to applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to timestatutes on the subject.
- 4.C.5D-6. An employee in an unclassified position, or an individual employed under a contract shall not be detailed to a position in the classified service.
- **4.**C.6D.7. Nothing in this regulation is intended to infringe on management's prerogatives in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods up to ninety (90) calendar days, work normally performed by another employee.

- 4.C.7D-8. Employees serving on a detail in a position having a higher pay grade than hisher regular position shall receive the pay grade assigned to that position at the employee's current step.
- **4.**C.8D.9. Employees serving a detail in a position having a lower pay grade, shall not have their pay adjusted to the lower pay. An Employee whom has filed a complaint or grievance of any sort against the agency or its management may be detailed or temporarily reassigned with written justification therefore.

#### ARTICLE V

#### 5. HOURS OF WORK, OVERTIME AND PREMIUM PAY

#### 5.A. STATEMENT OF POLICY

This chapter sets forth the standard for hours of work, wages, overtime compensation, compensating time-off in lieu of overtime pay, observance of holidays and a system under which the pay of certain employees shall be adjusted for certain hours, days or conditions of work. These provisions shall be in addition to the Fair Labor Standards Act (FLSA).

#### 5.B. GENERAL PROVISIONS

The following provisions shall apply to all employees covered under this agreement:

- **5.B.1.** The basic workweek is <u>forty</u> (40) hours. Alternatively, a workweek is a regularly recurring period of <u>one hundred sixty-eight</u> (168) consecutive hours seven (7) consecutive <u>twenty-four</u> (24) hour periods. The workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day, but it must in each case, be established in advance. The workweek may be changed, but only if the change is intended to be permanent and is not made to evade overtime requirements or policies.
- **5.B.2.** An employee's workweek may be in accordance with office hours, with designated shifts, or with such flexible or variable hours program as are implemented by individual departments. A work week shall not be less than <u>forty (40)</u> hours unless a <u>Bonafedebonafide</u> financial need is declared by law, GWA governing board or General Manager.
- **5.B.3.** A full-time employee shall be allowed a <u>fifteen (15)</u> minute break period in the first half and second half of the work day.
- **5.B.4.** Full-time employees shall be allowed a minimum of thirty (30) minutes and up to a one (1) hour lunchmeal period during each work day.
- **5.B.5.** Normally the schedule of workweek for shift workers shall be prepared and prominently posted at least two (2) weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one (1) week and may not be changed, except for good cause. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.
- 5.B.6. The General Manager may permit flexible work schedules as may be appropriate.

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#### 5.C. HOURS WORKED

All times during which an employee is required by the Supervisor of higher authority to be at work, is considered as hours worked, except for meals or other periods when heighe is released from duty, or for any such time that an employee is engaged in personal business. Hours worked does not include "Happy Labor" (work performed voluntarily and without expectation of compensation).

#### 5.D. HOURLY RATE OF PAY

#### 5.D.1. OVERTIME

#### 5.D.1.a. COVERAGE

- Upon the occurrence of overtime work, covered classified employees shall be entitled to receive overtime compensation calculated at the rate of one (1) and half (½)¼ times the regular rate of pay for each hour or portion of the hour of overtime worked.
- ii. In determining the number of hours worked by an employee within a given workweek or work period, time spent off on annual, administrative (except for training), sick, compensatory time-off, other leave (with or without pay), or holidays will not be counted as time worked. Such time off with pay, shall be included in straight time pay, but it is not included in computing whether a covered employee has worked in excess of cight (8) hours in a day or forty (40) straight time hours in a workweek.
- Any fraction of an hour of overtime worked shall be converted to the nearest thirty (30) minutes.
- Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

#### 5.D.1.b. OCCURRENCE OF OVERTIME WORK

- i. Overtime work may be authorized by <u>Managementthe Supervisor</u> in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.
- ii. #L-It shall be the responsibility of Managementthe Supervisor to determine that the provisions of overtime pay are administered in the best interest of GWA services, Recognizing that Managementthe Supervisor is responsible for the manner in which overtime work is authorized, it is especially important to control unauthorized overtime.
- iii. Managementiii. Each Supervisor is responsible for internal controls which will provide a means of reviewing and evaluating the use of overtime.
- iv. Overtime work will occur when an employee renders service in excess of forty (40) hours per workweek.

#### 5.D.1.c. COMPENSATION FOR OVERTIME WORK

- Where an established post of duty must be covered twenty-four (24) hours per day, and an employee is not available to cover that post on a given shift.
- ii. When danger to life, health, or well-being of the public, employees, patients, inmates or other persons could occur if an employee is not required to be on duty or where danger to property is eminent.
- Other situations where the CCU or General Manager determines that the responsibilities prescribed for GWA cannot be accomplished unless overtime work is authorized.
- Employees who work during emergency periods as declared by the Governor of Guam.

#### 5.D.1.d. COMPENSATION FOR OVERTIME WORK

- i. i-Payment for overtime work shall be made no later than two (2) pay periods after the overtime work is performed.
- ii. iii-Overtime compensation shall be at the rate of one (1) and half (1/2) it times the regular rate of pay for each hour, or thirty (30) minute portion of the hour of overtime worked.
- iii. iii. An employee who is subject to the maximum one hundred twenty (120) hours of compensatory time under this agreement, shall be paid cash wages of time and one (1) and half (1/2) the regular rate of pay for overtime hours in excess of this maximum.
- iv. iv. The requirement that overtime must be paid after forty (40) hours a week may not be waived by an agreement between management and the employee, except as provided in this agreement.
- v. v. Employees who work during emergency periods as declared by the Governor of Guam, shall be compensated in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time pursuant to the law.

#### 5.E. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

- **5.E.1.** In the absence of any funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay by mutual agreement between the employee and management, before the work is performed, A record of this agreement must be kept with the GWA Payroll Office. Employees shall submit a leave-form requesting CTO.
- 5.E.2. The number of hours of overtime work shall be converted to compensatory time credit at the rate of one (1) and half (2) he hours for each hour of overtime work, or portion of the hour.
- **5.E.3.** Employees may accrue not more than one hundred twenty (120) hours of compensatory time.
- 5.E.4. Any additional overtime work performed by employees, who have already accumulated the maximum one hundred twenty (120) hours of compensatory time shall be compensated not later than two.(2) pay periods following the period during which the overtime was worked.

**5.E.5.** When sickness lasting one (1) or more days occurs during a scheduled compensatory time off, and the employee provides a doctor's certification substantiating his/her illness substantiates such to the satisfaction of the Supervisor, the employee shall be charged sick leave and permitted to reschedule his compensatory time off. Application for such substitution of sick leave for compensatory time off shall be made within three (3) work days upon return to duty, and shall be in conformance with the requirements for using sick leave.

**5.E.6.** An employee who has requested the use of compensatory time off shall be permitted to use such time, within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of GWA.



- 5.E.7. An employee on compensatory time off shall be deemed to be on official leave with pay status.
- 5.E.8. ManagementThe Supervisor may require an employee to use any accumulated compensatory time off.

#### 5.F. CONVERSION OF COMPENSATORY TIME OFF TO CASH

- **5.F.1.** The employee may request in writing that accrued CTO be converted cash payment. All such requests are subject to the approval of the General Manager and if approved shall be paid at the rate at which it was earned. Such requests shall not be unreasonably denied.
- **5.F.2.** At the time of separation, the employee shall be paid in cash for all unused compensatory time credit earned at the rate at which it was earned.

#### 5.G. HOLIDAY PAY

Employees who are required, because of an emergency or other reason reasons, to work on holidays shall be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay, except as otherwise provided by Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute. For purposes of this Agreementthese rules, holidays are declared to be those identified in Section 1000, Chapter 10, Title 1 of the Guam Code Annotated local statute.

#### 5.H. NIGHT DIFFERENTIAL PAY

Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be compensated as follows:

Any employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall be entitled to night differential pay, calculated at the rate of their regular wage plus ten percent (10%)% for all periods worked between the hours of 6:00 p.m. and 6:00 a.m., except as otherwise provided by Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

#### 5.1.5.ISALARY INCREMENTS (Non-CTP)

- 5.1.1. Salary increment increases shall be granted to covered Employees whose services are rated satisfactory or above for the rating period.
- 5.1.2. Salary increment increase up to step 7 is on an annual basis from date of hire or from the date of a promotion, when the employee has successfully completed their new probationary period following promotion, when the employee has successfully completed their new probationary period following promotion.
- 5.1.3. Salary increment increase from Steps 7 to 10 is granted eighteen (18) months from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.
- 5.1.4. Salary increment increase from Steps 10 to 20 is granted every two (2) years from date of

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hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

**5.1.5.** Should an employee separate in good standing, return under the provisions of reemployment, the employee shall be credited for the time served prior to separation for the purpose of granting salary increment, provided that the employee has had a review period of at least 90 days following his return.

5.1.6. Personnel actions for salary increment shall be processed in a timely-manner. A reasonable standard shall apply in determining timeliness.

#### S.J. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with hisher work assignments and duly scheduled hours of hisher government employment. All outside employment requests must be in writing and must be approved in advance by the GWA General Manager and such requests for outside employment shall be made at least once annually.

#### 5.JK. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay differential which involves exposure to hazardous conditions.

5.J.K.1. Employees shall not to be compelled to Work in Unsafe Conditions. Following the determination of an unsafe working condition by GWA's Safety and Compliance Officer, no employee may be compelled or in any way coerced to work in an unsafe working condition. An extremely unsafe condition is one that threatens immediate and unavoidable physical harm. The determination of GWA's Safety and Compliance Officer shall be in the form of a written report which covers the location of the extremely unsafe condition, a description of the nature of the extremely unsafe condition, the length of time the condition is estimated to exist along with a recommendation on how the extremely unsafe condition will be alleviated and/or fixed. The report shall be immediately delivered to the General Manager when completed. The GWA Safety and Compliance Manager shall treat any report of an extremely unsafe working condition as their top priority.

Refusal to work in an unsafe working condition after a reporting of an unsafe working condition shall not be considered in evaluating job performance or be considered as a factor in the promotion or demotion or adverse action of said employee.

GWA shall take reasonable steps based on GWA's budget, capital plan and regulatory needs, Guam laws, emergency declarations, existing circumstances and income to eliminate or reduce hazardous working conditions in order to assure every employee of GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

5.1k.2. Hazardous Duty Pay. Hazardous duty pay, as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP employees), may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of fifteen (15) minutes for each assigned hazardous duty that is not

included within their job duties or pay structure. All hazardous pay requests shall comply with GWA's Hazardous Pay Policy.

#### ARTICLE VI

#### 6. PAY FOR PERFORMANCE EVALUATIONS (PFP) AND SALARY ADJUSTMENTS

#### 6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system to reward employees for their satisfactory job for the fair and objective appraisal of work performance, of employees. The performance evaluation system may be used to:

- Facilitate feedback and open discussion on L. Analyze/improve individual performance.
- Facilitate positive and constructive conversations about progress on goals and performance that are also documented.
- Review performance every six (6) months to allow performance improvement as necessary. Any necessary improvements must be documented as a Performance Improvement Plan (PIP) indicating a time allotted by the employee to improve such performance.
- Strengthen supervisor/employee relationships.
- Recognize employee accomplishments and good work.
- Identify job standards.
- 2.4. 5. Identify training needs of the employeeneed. 6-Grant or deny salary adjustmentspay increments.
- Determine order of layoffs.
- 3.5. 8. Determine eligibility for promotion.

#### 6.B. PERFORMANCE EVALUATION RECORDS

- 6.B.-1. PFPA copy of the performance evaluation formsreport shall be transmitted to the General Manager for approval 30 days prior to the anniversary date. Upon receipt of the performance evaluation report and recommendations, the General Manager shall effect the appropriate personnel action in accordance with the recommendation of the Supervisor and it shall contain the Supervisor's comments and recommendations. The General Manager may acceptadopt the supervisor's recommendations ander make his own as long as it is justified. The GWA General Manager shall provide written justification or make his/her own as authorizedupon request.
- 6.B.2. Records of the performance evaluation report shall be filed in the employee's personnel file.

#### 6.C. RESPONSIBILITY FOR PFPsPERFORMANCE EVALUATIONS

The supervisor is responsible to conduct pay for General Manager shall approve all performance ratings made within GWA. He shall insure that performance evaluations of subordinates in and reports are completed and submitted on a timely manner basis. The employee shall sign the PFP forms acknowledgingperformance report; the performance discussion; the employee's signature of the employee does not imply agreement but only indicates that the PFP evaluation report has been <u>conducted</u>. <u>seen.</u> In the event<del>-that</del> the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the <u>signatures page of the performance evaluation form</u>. The <u>Division head shall sign the PFP forms acknowledging the evaluation of the employee.</u>

#### 6.D. PFP EVALUATION REQUIREMENTS

#### 6.D. SUPERVISOR'S RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

- 6.D.1. Job factors The performance standards shall be developed, and the performance rating shall be completed by the supervisor immediately responsible for the employee's work with input from the employee (the level of input to be determined by the Supervisor). The rater should be the individual who oversees reviews and checks the daily work performance of the employee being rated, or is the supervisor who is most closely acquainted with the employee's daily work performance. The supervisor shall also be responsible for the timely preparation and submission of performance reports for all employees under his/her supervision. The employee's supervisor must have supervised the employee for at least ninety (90) days to render a fair evaluation. Before a supervisor retires, resigns, or transfers, he/she shall render an evaluation for the assigned employees before leaving the division/section or GWA.
- **6.D.2.** For employees on temporary assignments due to work injury, disability (light duty), etc. for one hundred twenty (120) days or more, the supervisor may establish additional performance standards to reflect current duties. A composite rating for the temporary assignment and permanent position may be made.
- 6.D.3. The General Manager shall approve all performance ratings made within GWA. PFP evaluation period begins October 1 through September 30; based on fiscal year.

#### 6.E. THE PERFORMANCE EVALUATION FORM

Performance evaluations shall be accomplished on a form prescribed by the General Manager consistent with the performance evaluation system in effect. The performance evaluation forms shall be filed in the employee's personnel file.

#### 6.F. PFP SALARY ADJUSTMENTSINGREMENTS - PERMANENT EMPLOYEES

Employees may receive Every covered employee shall be entitled to not less than a PFP one-step salary adjustment increase based upon their increment for satisfactory or better performance evaluation. PFP increases above 2% are limited to 10% of employees per Division. All PFP increases above 2% must be recommended and justified in writing to the General Manager.

- 6.F.1. Failure to meet expectations/unsatisfactory. An employee with unsatisfactory performance is not eligible for a PFP aside from CTPs covered under this agreement who shall receive salary adjustment.
- **6.F.2. Meets expectations/satisfactory.** The salary adjustment of an employee based on satisfactory performance is 2%.
- 6.F.3. Exceeds Expectations/Above Satisfactory. A 3% salary adjustment is based on the

Division Manager's written justification and recommendation to the General Manager for approval, increments in accordance with GWA's PFP policy. Only 10% of employees per Division are eligible for a 3% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Exceeds Expectations shall receive a 2% salary adjustment.

- 6.F.4. Significantly Exceeds Expectations/Outstanding. A 4% salary adjustment is based on the Division Manager's written justification and recommendation to the General Manager for approval, in accordance with GWA's PFP policy. Only 1% of employees per Division are eligible for a 4% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Significantly Exceed Expectations shall receive a 2% salary adjustment.
- **6.F.5. Employees Choice Award.** The Employees Choice Award recognizes an employee within each section that exemplifies the Core Values of GWA Professionalism, Integrity, and Excellence. From each department, an employee will be selected by receiving the highest number of votes from among the employees, supervisors, and managers in that department. Winners of the award will receive one day of administrative leave and a gift cardlaw.

#### 6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this Agreementagreement.

#### 6.H. COMPENSATION ADJUSTMENT FOLLOWING A PROMOTION

- **6.H.1. Method 1:** A pay adjustment resulting in a increase / promotion either by competition, reclassification, or pay grade reassignment or temporary appointment is effectuated by identifying from the new pay grade, the salary (sub-step) closest to, but not less than the salary currently being received prior to promotion plus an additional six (6) sub-steps. This identifies the new base salary.
- 6.H.2. Method 2: A pay adjustment where the salary received prior to a promotion is below the low end of the new implementation range plus an additional six (6) sub-steps. This identifies the new base salary.
- **6.H.3.** Method 3: The General Manager may grant up to three (3) additional sub-steps, based on superior performance, significant contributions made to the business unit or Authority as a whole or demonstration of personal enrichment and development related to and beyond the job requirement. All requests for additional sub-step placement must be justified in writing.

#### 6.I. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION

- 6.1.1. Method 1: A pay adjustment resulting in a decrease either by demotion, voluntary, reclassification, or pay grade reassignment is effectuated by identifying from the amended pay grade the salary (sub-step) closest to, but not more than the salary (sub-step) currently being received prior to demotion less an additional six (6) sub-steps. This identifies the new base salary.
- 6.1.2. Method 2: A pay adjustment where the salary received prior to demotion, voluntary, reclassification, or pay grade assignment is below the lowest sub-step of the new implementation

range shall be slotted at the lowest sub-step of the new implementation range. This identifies the new base salary.

#### **ARTICLE VII**

#### 7. LEAVE

#### 7.A. ANNUAL LEAVE

#### 7.A.1. REQUEST FOR ANNUAL LEAVE

Requests for annual leave shall be submitted to the appropriate supervisor by the employee, at least forty-eight (48) hours in advance, for leaves in excess of forty (40) consecutive hours; and twenty-four (24)and24 hours in advance for leaves less than forty (40) hours, in order to avoid unnecessary disruption of work. Reasonable consideration shall be afforded for emergency situations.

#### 7.A.2. MINIMUM CHARGE FOR ANNUAL LEAVE

Annual leave requests shall be made and such requests shall only be granted in increments of whole hours.

#### 7.A.3. ACCRUAL OF ANNUAL LEAVE

Accrual of Annual Leave shall be computed pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

## 7.A.4. LUMP SUM PAYMENT FOR ANNUAL LEAVE UPON SEPARATION OR TRANSFER

When an employee is separated from the GWA service, he shall be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

## 7.A.5. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH ORADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or earing for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) menths.

#### 7.A.6. ADVANCE LUMP SUM PAYMENT FOR ANNUAL LEAVE

In accordance with Section 4111, Chapter 4, of Title 4 of the Guam Code Annotated, an employee may, prior to taking authorized annual vacation leave, receive a lump sum payment in advance for the period of leave authorized. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

#### 7.-B. SICK LEAVE

#### 7.B.1. PURPOSE AND ELIGIBILITY

a. 7.B.1.a. Sick leave shall be allowed to an employee when the employee:

- Receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment;
- ii.

  ii. Is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his/her presence at his/her duty assignment because of exposure to a contagious disease; or
- iii. Is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of an illness or injury.
- b. 7.B.1.b. Sick leave with pay shall be allowed during leaves of absence or vacations, provided, however, that any sick leave taken by an employee while on vacation must be supported by a certificate issued by a licensed physician.

#### 7.B.2. NOTIFICATION OF SICKNESS

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.

#### 7.B.3. SICK LEAVE

Sick leave shall be granted in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute statute and this agreement.

#### 7.B.4. SICK LEAVE CHARGED ONLY FOR WORKING HOURS

An employee shall be charged for sickness for only those hours for which he/she was, or would have been scheduled to work.

#### 7.B.5. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

#### 7.B.6. MINIMUM CHARGE FOR SICK LEAVE

Sick leave requests shall be made and such requests shall only be granted in increments of whole hours.

#### 7.B.7. ACCUMULATION AND CARRY OVER OF SICK LEAVE

Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

#### 7.B.8. ADVANCE OF SICK LEAVE

a. a-An employee, who has suffered a serious illness or ailment and has exhausted his her sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to the General Manager. Each request for advance of sick leave must be accompanied by a certification by the employee's physician. An advance of sick leave may not exceed thirteen (13) days, and shall be subject to approval by the General Manager.

b. b-If the employee is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the employee shall be allowed to use any accrued compensatory or annual leave credits before being placed on leave without pay or FMLA leave.

#### 7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION

- a. An employee who is absent in excess of three (3) consecutive days duc to because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.
- b. Supervisor may require certification for other periods of illness when there is adequate proof of abuse of sick leave or when suspicious patterns of leave develop. Supervisors shall notify the affected employee in advance that medical certification will be required for such other periods.
- e-If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay and the employee may be subject to disciplinary action.
- d. d- If the medical certification furnished by the employee is not acceptable to the General Manager, he'she may require the employee to submit to an independent medical examination which shall be paid for by GWA.
- e. e-Based on the medical certification, the General Manager:
  - i. imay disapprove further use of sick leave if the employee is medically evaluated as fit for work.
  - ii. ii. Shall allow the employee to use accrued sick leave if GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his/her accrued sick leave the provisions of these Rules shall apply.

#### 7.C. ON-THE-JOB INJURY

It is the policy of GWA and the Union that employees are provided with as safe working conditions as is practicable. However, in the event that an employee incurs a job-related injury he/she is entitled up to forty-five (45) calendar days of COP because of temporary total disability or temporary partial disability that is substantiated by medical report(s). A maximum of forty-five (45) calendar days per injury is allowed. The forty-five (45) calendar days begin, the day following the injuryprocedures shall apply.

#### 7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to <u>forty-five (45)</u> calendar days of COP because of temporary total disability or temporary partial disability due to a job-related injury that is substantiated by medical report(s). A maximum of <u>forty-five (45)</u> calendar days per injury is allowed. The <u>forty-five (45)</u>

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calendar days begin the day following the injury.

#### 7.D.1E. JURY DUTY

- a. 7.E.1. An employee who is called for jury duty in any court in the Island of Guam, shall be excused from duty with full pay and without charge to leave for all hours required for such duty, not to exceed the number of hours in the employee's normal work day. However, if the jury duty does not require absence for the entire work day, the employees shall return to duty immediately upon release by the court if more than two (2) hours remain in employee's work shift.
- b. 7.E.2. An employee called for jury duty is required to show the Jury Duty Call Notification to his/her supervisor.
- c. 7.E.3. Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GWA, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. An employee may elect to request for annual leave for the purpose of jury duty service, in which case the employee may keep the compensation earned for such jury duty.

#### 7.D.2F. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS

- a. 7.F.1. Administrative leave, unless required to work, shall be granted to employees
  when natural disasters or other emergency conditions create unsafe working
  conditions.
- b. 7.F.2. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions from the CCU, GWA General Manager, or the Governor of Guam.
- c. 7.F.3. When an Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.
- d. 7.F.4. Except for those employees determined by the General Manager to be necessary for providing essential services, employees shall be released from duty with pay, without charge to leave, for the period the facility is closed.
- e. 7.F.5. Employees who are on annual or sick leave status when an emergency condition is declared and are not required to report to duty, shall be considered as released from duty with pay without charge to leave for the period the work facility is closed.

#### 7.D.3G. ABSENCE PENDING FORMAL INVESTIGATION

An employee, who is under formal investigation for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, when the employee's absence from the work location is essential to the investigation.

#### 7.D.4H. BEREAVEMENT LEAVE

A.—An employee, upon request, shall be granted two (2) days of excused absence with pay, and without charge to leave upon the death of any member of the employee's immediate family.

#### 7.D.51. PATERNITY LEAVE

- a. A. Paternity leave shall be granted to a male employee occupying a permanent position upon the birth of a child, or children by his her wife, including commonlaw
- b. B.—Paternity leave shall not exceed twenty (20) days of paid leave and must encompass the date of childbirth.

#### 7.D.6J. MATERNITY LEAVE

- a. 7.J.1. Pregnant employees are responsible for notifying their supervisor, in advance, of their intention to request leave for maternity purposes including the type of leave, approximate dates and anticipated date of return to duty, to allow the agency time to prepare for any staffing adjustments which may be necessary. The supervisor is responsible for providing gainful employment and making use of the employee's skills for as long as the employee is not incapacitated for duty.
- b. 7.J. 2—Sick leave shall be made available during pregnancy to cover for physical examinations and periods of incapacitation based on certification by the employee's physician. An employee may request for annual or sick leave, or leave without pay (in addition to the authorized maternity leave) to provide for a reasonable period of adjustment, or to make arrangements for the care of the child.
- c. 7.J. 3. An employee who wishes to return to work following delivery shall be assured continued employment in her position or a position of like seniority, status and pay upon presentation of her personal physician's certification of fitness for duty.
- d. 7.J. 4. The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.

#### 7. J.S. GRANTING OF MATERNITY LEAVE

e. —Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed <a href="twenty">twenty</a> (20) days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose, may be charged against accumulated sick leave, or may be unpaid leave, at the option of the employee.

f. b.-Total leave, whether maternity, sick or unpaid leave, shall not exceed twenty (20) days without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

## 7.D.7. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH OR ADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or caring for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) months.

#### 7.D.8. K. PARENTAL INVOLVEMENT INITIATIVE LEAVE

- a. 7.K.I. An employee of the Government of Guam, who is a parent or legal guardian and who is not otherwise prohibited from such contact with his/her child by order of a court, may use up to four (4) hours every two (2) pay periods to meet with a teacher or other school official concerning the employee's child's performance or behavior or to volunteer parental-involvement time at his/her child's school.
- b. 7.K.2. The four (4) hours every two (2) pay periods may be utilized at the arrangement of the employee with the employee's supervisor; and may be split into smaller separate segments over the two (2) pay period time frame.
- c. 7.K.3.—An employee requesting such leave shall submit a request to his her supervisor in advanced, and is required to obtain from his her child's teacher or school official a signed certification that the employee has visited the school for an official conference or function. Such requests may be denied for good cause.

#### 7.D.9L. LEAVE WITHOUT PAY

7.L.1. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he she would be paid. Employees may request leave without pay for good cause when their current authorized annual or sick leave with pay, will not cover the total

a. period of requested leave. Such request may be denied for good cause. All LWOP requests must be approved by the GWA General Manager. G.M.

7.L.2. When an employee is on leave without pay status, the accrual of sick, annual or retirement credit is not allowed.

b.

#### **ARTICLE VIII**

#### 8. EMPLOYEES WITH DISABILITIES

#### 8.A. PLACEMENT OF EMPLOYEES WHO BECOME MEDICALLY NON-

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#### QUALIFIED

- **8.A.1.** The provisions of this section shall apply to permanent employees who become medically non-qualified and to original probationary employees with a service-connected disability.
- **8.A.2.** It is the responsibility of GWA to assure, to the extent possible, the continued employment of employees who become disabled as a result of an injury, accident or illness that is not a result of misconduct, or who are found to be medically non-qualified for their present position, but who are medically qualified for other types of positions within GWA.
- **8.A.3.** The employee shall be examined at the expense of GWA by a government or private physician or physicians, in such field or fields of medicine and/or psychiatry as may be applicable to evaluate the employee's qualifications for his/her present position, or assess his/her current physical and emotional capacities and/or evaluate his/her qualifications for a vacancy for which he/she is being considered under the provisions of this section.
- **8.A.4.** Employees affected by this rule shall be considered for those vacancies for which they qualify.
- 8.A.5. In the placement of employees with a disability, the following should be taken into account:
  - a. a. The ability of the employee to safely perform the duties of the position without undue interruption to the work program and/or undue hardship on the operations of the program.
  - b. b. The ability of the employee to absorb any required training or retraining.
  - c. e-The mutual interest of both GWA and the employee,
  - d. d-If demotion is involved, whether or not initiated by the employee, he/she shall be compensated in accordance with <u>GWA'sGWA</u> Personnel <u>RulesRule</u> and <u>RegulationsRegulation</u>.

#### 8.B. PLACEMENT OF EMPLOYEES WITH DISABILITIES

- **8.B.1.** After medical, physical, or psychological reevaluation, an employee who is no longer qualified to perform the duties of his her position satisfactorily within a stated reasonable period of time and in spite of reasonable accommodations due to a permanent medical physical or mental incapacity, the General Manager shall take the following action:

  - b. b. Promote the employee; or
- Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent
  - c. position is available.
- 8.B.2. If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other Government of Guam departments and agencies. If an appropriate vacancy is found, the receiving department or agency may process the appropriate action to employ the employee who is medically

disabled consistent with personnel rules of that department or agency and provisions of the ADA.

#### 8.C. REASONABLE ACCOMMODATION

Every effort shall be made by the General Manager to provide reasonable accommodations to assure continued employment,

#### 8.D. TERMINATION OF EMPLOYMENT

The General Manager shall terminate the employment of the employee:

- **8.D.1.** If no suitable placement can be made or if the employee refuses placement in a suitable position.
- 8.D.2. If the employee refuses retirement.
- **8.D.3.** If the General Manager has evidence that the employee is permanently disabled from performing the job, or will be disabled for a long time that termination is necessary in light of demonstrated business realities. Such termination action shall be consistent with Adverse Action Procedures.

#### ARTICLE IX

#### 9. MISCELLANEOUS PROVISIONS

#### 9.-A. RESIGNATION PENDING ADVERSE ACTION

An employee who resigns after receipt of a notice of proposed adverse action is deemed to have resigned voluntarily. No record of the proposed adverse action shall be kept by the agency.

#### 9.B. SAFETY STANDARDS

The minimum safety standards shall be those established in the Occupational Safety and Health Code (Chapter 87, Title 10 of the Guam Code Annotated) and administered by the Division of Occupational Safety and Health, Department of Labor.

#### 9.C. DRUG FREE WORK PLACE

9.C.1. Written Policy. The Employer must carry out drug or alcohol testing or retesting within It is the terms rule of the GWA to prohibit the manufacture, distribution, dispensation, possession or use of a written policy that has been provided to everycontrolled substance on or off the workplace. Any employee who violates this rule will be subject to testing and is available for review by employees.

The employer's written policy must provide uniform requirements for what disciplinary actions an employer will take against an employee upon receipt of a confirmed positive test result for drugs or alcohol or upon the refusal of the employee to provide a testing sample. The policy must provide that any action taken against an employee will be based only on the results of the drug or alcohol test.

9.C.2. Reconsideration of Written Policy. GWA shall reconsider its Note: Refer to Drug and AlcoholFree manual on the Implementation Procedures of the Drug-Free Workplace Program Policy if either of the following conditions change:

- When marijuana is removed fromadopted by the Federal Schedule 1 controlled substance list;
- When Guam law establishes a THC impairment level and a reliable test is developed that can determine THC impairment, or
- When DOA submits its plan for a revised Drug and Alcohol-Free Workplace Policy for the Government of GuamGWA.

#### 9.D. PERSONNEL FILE

- 9.D.1. Personnel FileDerogatory Material: GWA shall notify the employee if information that may negatively affect the employee's qualification for employment, promotion, transfer, additional compensationderogatory or the possibility that the employee will be subject to adverse action confidential material is placed in his/her file.
- **9.D.2. Right to Respond:** The employee shall have the right to submit a response to derogatory material or statements that may negatively affect the employees. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. No anonymous reports shall be filed in the employee's personnel file.

#### 9.D.3. Employee's Right to Access File

Besides the right to inspect his/her personnel file and the right to an opportunity to respond to derogatory material or statements that may negatively affect the employee sin his/her file, as delineated above, each employee shall have the following rights regarding his/her personnel file:

- a. No material in the file may be made confidential as to the employee; he/she must have the opportunity to know its contents.
- b. In the event the employee disagrees with or considers any documented information or material untrue, he/she may resort to the grievance procedures;
- c. e. The employee shall have the right to duplicate any material in his/her file including employment application forms, police clearance, TB clearance, High School/College Diploma and/or Transcripts, etc.
- d. d. The employee shall have the right to submit to the Personnel Office for his/her personnel file any material of merit which is relevant to his/her performance within the GWA.
- e. GWA may reject any material that is irrelevant or inappropriate that is submitted under item <u>d above</u>#4.

#### 9.D.4. Duration of Progressive and/or Disciplinary Action

Memorandum of Concern, Warning, Counseling, Warning, or Reprimand and/or Disciplinary Action filed against an employee will be kept in the Human Resource secure file room, separate from the employee's personnel record.

#### 9.D.5. Ergonomic Assessment of Work Environment

GWA is committed to providing employees work environments free from known or potential hazards and will allow employees to be productive and comfortable. GWA also recognizes employees may at times need differently configured workstations due to an injury or an accommodation in accordance with the American with Disabilities Act (ADA). To determine whether an employee's workstation is appropriate or if the workstation arrangement needs to be modified, employees shall complete and submit an ergonomic evaluation request form to his or her immediate supervisor. Supervisors shall review the request for accuracy and submit to GWA's HR Department within five (5) business days. Within five (5) business days of receipt of the employee's request, GWA's HR Department will review the request and communicate with the employee regarding the status of the request.

#### 9.D.6. Bi-Annual Updates

GWA General Manager shall coordinate bi-annual meetings to update employees on GWA's outlook, progression and future plans.

#### **ARTICLE X**

#### MISCELLANEOUS PROVISIONS

#### 10.A. SEVERABILITY

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

#### 10.B. SAVINGS

10.B.1 Grievances initiated under this Agreement (or as extended) and pending on the execution hereof beyond the life of this Agreement are saved and may be prosecuted by the aggrieved party as though the Agreement is still in force.

10.B.2. Leave entitlement and balances are not affected by expiration of this the Agreement.

#### 10.C. NEGOTIATIONS

10.C.1. If either <u>Partyparty</u> desires to modify any or all parts of this Agreement for a successive term, that <u>Partyparty</u> may give written notice of the same to the other <u>Partyparty</u> at any time. A jointly developed schedule for negotiations shall be completed and negotiations shall commence not later than <u>sixty</u> (60) days thereafter.

10.C.2. Upon the request of either <u>Partyparty</u>, the other shall make available for inspection and copying, documents and records pertinent to the subject of negotiations. Both <u>Particsparties</u> have the right to request that their most recent proposals be answered by a written counter proposal.

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10.C.3. An article, or portion thereof, is considered a tentative agreement only when mutually signed and dated by both <u>Partiesparties</u>. All tentative agreements are subject to formal ratification by the Board and the Union.

10.C.4. When tentative agreements have been negotiated on all matters submitted by the Partiesparties, the Agreement shall be reduced to writing and presented to the Union for ratification. The Union shall have fifteen (15) days in which to present a written report to the Board of their action. Following such ratification, the Agreement shall be subject to ratification by the Board that shall take place within fifteen (15) days of the date the Union notifies the Board of ratification. The Agreement shall then be forwarded to the Attorney General and the Governor for review and approval.

#### 10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and the Board retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of this the Agreement to its dues paying members. The Board agrees that it shall be responsible for the printing and distribution of this Agreement for the managers of the GWA. Copies of this the Agreement shall be posted on both the Guam Waterworks Authority's and the Union's Unions web sitessite. Both the Union and Board may make printed copies of this the Agreement which shall be available for purchase to all others.

#### 10.E. EFFECTIVE DATES OF AGREEMENT, TERM AND AMENDMENTS.

10.E.1. This Agreement may be amended in whole or in part as specified in Section 10.C. above (subject to GWA <u>Boardboard</u> approval and other approvals required to be obtained by the Union). Both <u>Particsparties</u> agree to review and negotiate any request in good faith.

10.E.2. This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of a one (1) year term, subject to annual renewal upon the mutual written consent of the Partiesparties.

IN WITNESS WHEREOF, the <u>Particsparties</u> hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

Ratified for the Union:

Miguel C. Bordallo, P.E. GWA General Manager	Date	Daniel Del Priore Chief Negotiator	Date
CCU Chairperson	Date	Timothy Fedenko <del>Saniay !</del>	Shanna, President

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## **EXHIBIT C**

#### **DECLARATION OF TONESHIA HARRIS**

I, Toneshia Harris, do hereby state and affirm that I am an Organizer and Communications officer for the Guam Federation of Teachers, and in that capacity, I have coordinated the arrangements for the Ratification Vote of the Renewal of the GFT-GWA Collective Bargaining Agreement, and accompanying Memorandum of Understanding, and to accomplish this I have carried-out or caused to be carried-out the following:

- A) Publication of the Renewal of the GFT-GWA CBA; with the CBA attached as exhibit "A", and the accompanying Memorandum of Understanding; these were made available to all of the GFT Members who are employed by GWA; as well as written Notice of the Day, Times and Places for the Ratification Vote to take place.
- B) A phone bank was conducted by the GFT Staff the day before the Ratification Vote to reach-out and remind Members of the Voting Day, Times and Places.
- C) All of the identified Voting Places were properly manned and voting boxes were available for voting to take place at all of the locations and at the times specified.
- D) The First Voter at each location witnessed that the pertinent ballot box was empty, and that the Pad-Lock for the Ballot Box was secured, and the Members could then proceed to cast their confidential vote.
- E) At the conclusion of the voting, the Ballot Boxes were returned to the GFT Office; where they were unlocked and opened one-by-one, and the tabulation of the voting was conducted by a Member of the GFT Election Committee, and I was also present at that time to witness it.
- F) The Ratification Voting was unanimously in favor of Ratification, for both the CBA and the MOU.

I am also aware that Timothy Fedenko is the President and Chief-Executive-Officer of GFT, and as such he is authorized to sign on behalf of GFT the CBAs, and any related MOU, for GFT as to the Government of Guam Collective Bargaining Agreements; after they have been ratified by a vote of the then voting GFT Members, and the GFT Executive Council.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct, of my own belief and personal knowledge. Dated this 12<sup>th</sup> Day of August 2020.

Organizer & Communications Officer Guam Federation of Teachers AFT Local 1581 AFL-CIO

## **EXHIBIT D**

#### DECLARATION OFTIMOTHY FEDENKO AND CORAZON MUCHO

I, Timothy Fedenko, do hereby state and affirm that I am the elected President, and that Corazon Mucho is the elected Secretary of the Guam Federation of Teachers. In the foregoing capacities, we attended and took the Minutes for the Executive Council Meeting of the GFT, the governing body for the GFT, on Monday, 27 July 2020; held via virtual meeting in Guam. The Meeting of the Executive Council was duly called, a quorum was present, and an item on the Agenda was the GFT-GWA Collective Bargaining Agreement.

In the course of the Meeting of the GFT Executive Council a Motion was made, and properly Seconded, that the GFT confirm its approval of the Renewal Agreement pertaining to the GFT-GWA CBA.

The above referenced Motion, after discussion, was unanimously passed by the GFT Executive Council.

We, the undersigned, declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of our own belief and personal knowledge, and this Declaration is prepared and executed in our above stated positions as the President and Secretary of the Guam Federation of Teachers respectively.

Dated this 14th Day of August 2020.

Timothy Fedenko, President Guam Federation of Teachers

Conforme:

Dated this 14th Day of August 2020.

Guam Federation of Teachers



"Better Water, Better Lives."

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

Tel: (671) 300-6846

#### **Issues for Decision**

#### Resolution No. 38-FY2020

Relative to the Adoption of Guam Waterworks Authority Fiscal Year 2021 Operating Budget As Adjusted

#### What is the project's objective and is it necessary and urgent?

The purpose is to approve amendments to GWA's Fiscal Year 2021 Budget

#### How much will it cost?

The Fiscal Year 2021 Budget totals \$89 million. Operating costs are earmarked at approximately \$25 million in salaries and benefits; \$13 million in power purchases; \$9 million in water purchases; \$11 million in administrative and general expenses; \$6 million in contractual expenses; \$22 million in depreciation and \$3 million in retiree supplemental annuities and health care.

#### When will it be completed?

The FY2021 Budget represents anticipated revenues and expenditures for the fiscal period of October 1, 2020 through September 30, 2021.

#### What is the funding source?

The FY21 budget reductions recommended for approval project operating revenue of \$113 million derived from \$70 million in water revenues; \$39 million in wastewater revenue; \$3 million in Legislative surcharges; \$430 thousand in other revenue; and \$920 thousand in system development charges.

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#### 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. 38-FY2020**

#### RELATIVE TO THE ADOPTION OF GUAM WATERWORKS AUTHORITY FISCAL YEAR 2021 OPERATING BUDGET AS ADJUSTED

WHEREAS, Section 8104 (c), Chapter 8 and Section 14104 (c) Chapter 14 of Title 12 of the Guam Code Annotated authorizes the Guam Waterworks Authority to establish its internal organization and management and adopt regulations for the administration of its operations; and

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

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

WHEREAS, the CCU approved GWA's Five-Year Financial Plan on June 5, 2019 and management submitted the approved plan to the Public Utilities Commission (PUC) on July 6, 2019; and

WHEREAS, the Financial Plan addresses the five-year period of FY2020-FY2024: (1) estimated annual budgets for operations, maintenance and repair of GWA's water and wastewater system, including capital improvement projects; and (2) a descriptive plan for raising sufficient revenue to meet the projected costs set forth in the budgets; and

WHEREAS, the PUC on February 27, 2020 approved two base rate increases of 5% in Fiscal Year 2020 and 5% in Fiscal Year 2021 to fund operating budgets for FY20 and FY21; and

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WHEREAS, since the approval of both FY20 and FY21 budgets, the economic conditions on Guam have declined due to the ongoing global coronavirus pandemic; and

WHEREAS, in anticipation of a prolonged economic recovery GWA adjusted its operational and financial position attached hereto as Exhibit A; and

WHEREAS, the FY21 budget reductions recommended for approval project operating revenue of \$113 million derived from \$70 million in water revenues; \$39 million in wastewater revenue; \$3 million in Legislative surcharges; \$430 thousand in other revenue; and \$920 thousand in system development charges; and

WHEREAS, operating costs are earmarked at approximately \$25 million in salaries and benefits; \$13 million in power purchases; \$9 million in water purchases; \$11 million in administrative and general expenses; \$6 million in contractual expenses; \$22 million in depreciation and \$3 million in retiree supplemental annuities and health care for a combined Fiscal 2021 total of \$89 million; and

WHEREAS, the budget allows GWA a staff level of 400 full time employees (FTE) to meet O&M activities; and

WHEREAS, the adjusted budget represents management's best estimates of resources considering the uncertainty of island's economic climate; and

WHEREAS, in anticipation of improved economic trends in the coming year, the General Manager requests the authority to adjust revenue projections and corresponding expenses equal to, but not more than pre-pandemic revenue and expense projections for FY21 authorized by the PUC in February 2020; and

WHEREAS, it is the General Manager's desire to be granted continued budget transfer authority each fiscal year to modify budget amounts up to 10%, among and between budget expense categories, to address changing conditions during any fiscal period to meet critical demands; and

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities 1 does hereby approve and authorize the items listed herein: 2 3 **Section 1.** The foregoing recitals hereby constitute the findings of the CCU. 4 Section 2. The Fiscal Year 2021 Proposed Budget of \$113 million and \$89 million of 5 operating revenues and expenses, respectively, in addition to other cash flow requirements 7 such as debt service, bond reserves, working capital and conforming to obligatory debt 8 coverage ratio of 1.4 are just and reasonable (Exhibit A). 9 Section 3. The General Manager is authorized a staff level not to exceed 400 Full-time 10 employees for FY2021. 11 Section 4. In the event of improved economic trends, the General Manager is 12 authorized to adjust revenue projections and corresponding expenses equal to, but not more 13 than pre-pandemic revenue and expense projections for FY21 as authorized by the PUC in 14 February 2020. 15 Section 5. The General Manager is authorized to transfer funds up to 10% between and 16 among O&M Budget expenses, as necessary to meet the mission of GWA during each fiscal 17 period. Any transfer(s) greater than 10% requires CCU approval. 18 19 **RESOLVED**, that the Chairman certify and the Board Secretary attests to the adoption of 20 this Resolution. 21 22 **DULY AND REGULARLY ADOPTED**, this 25th day of August, 2020. 23 24 Certified by: Attested by: 25 26 27 **JOSEPH T. DUENAS** MICHAEL T. LIMTIACO 28 Chairperson Secretary 29 30 31 32 3

	GWA WORK Session - August 16, 2020 - 1330E3 FOR DECISION
1	SECRETARY'S CERTIFICATE
2	
3	I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities a evidenced by my signature above do hereby certify as follows:
5 6 7	The foregoing is a full, true and accurate copy of the resolution duly adopted at a regula 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:
9	AYES:
10	NAYS:
11	ABSENT:
13	ABTAIN:
L4 L5	
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18 19	
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27 28	
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# Exhibit A

#### "Better Water. Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913 P.O. Box 3010, Hagatna, Guam 96932 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

Presented herein for approval by the Consolidated Commission on Utilities (CCU) is the amended version of the Guam Waterworks Authority Fiscal Year 2021 budget as approved by the Public Utilities Commission (PUC) earlier this year. GWA proactively monitored and modeled its financial performance and adjusted its operational and financial position considering the economic landscape as a result of the ongoing coronavirus pandemic.

On June 5, 2019 GWA Management presented, and the CCU approved GWA's third Five-Year Financial Plan to cover fiscal periods 2020 thru 2024. The plan proposed an aggregate 38% rate increase across all rate structures and customer classes (with some exception to lifeline rates), phased in at the start of each fiscal year beginning with a 10% increase in FY2020, 8.5% in FY2021; 8% in FY2022; 6.5% in FY2023; and 5% in FY2024.

Management petitioned approval of the plan from the the Public Utilities Commission (PUC) on July 6, 2019 as GWA Docket 19-08. A portion of the Financial Plan was approved following months of due diligence with PUC consultants (Georgetown Consulting Group - GCG) and several budget modifications. On February 27, 2020, the PUC awarded GWA with base rate increases of 5% in FY20 and 5% in FY21 to fund operating budgets for FY20 and FY21. The PUC also adopted stipulated agreements between GWA and GCG requiring a series of analytical studies to support the comprehensive review and update to the Financial Plan and future budgets.

#### **FY21 BUDGET ADJUSTMENTS**

The Budget Plan includes adjusted projections for revenues and operating expenditures, without compromising debt service coverage, and other cash flow requirements needed to meet financial and obligatory covenants.

#### Revenues

Considering current conditions, FY21 operating revenues are adjusted downward to an estimated \$113 million, 10% lower than pre-pandemic projections of \$126 million. The projected decrease has been modeled based on a continuation of consumption trends for FY20 into FY21, with a moderate recovery to 80% of demand, and is attributed to a cautious return of the island's travel and business industries to pre-pandemic levels. The modeling conservatively indicates sustaining the improvement in residential sales, but reduced water sales particularly for large commercial, hotel and government customers, which have a direct impact on wastewater revenues that are based on the volume of water billed.

The revenue adjustments to the FY21 Budget are consistent with GWA's Preliminary Official Statement (POS) prepared for the issuance of the Series 2020B Bond.

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#### **Operating Expenses**

Adjustments to operational expenses will continue to reflect cost containment measures GWA implemented at the start of the pandemic in March 2020. Operational expenses net of depreciation are reduced by 8% from \$73 million in pre-pandemic projections to \$67 million.

GWA will continue to strategically set priorities and allocate resouces to appropriately sustain levels of services to include the reliability of water supply, reduction of non-revenue water, cleaning of sewer lines and continuing safety protocols for both customers and employees.

#### **Water and Power Purchases**

A reduction in projected water purchases from the Navy is premised on current trends coupled with GWA's ongoing efforts to reduce water loss by repairing leaks and replacing aged lines through capital programs. Cost of power purchases remains unchanged. To contain costs, GWA will continue to maximize the number of wells on standby.

#### Personnel

GWA's personnel budget was reduced by 7% from \$26 million to \$24 million. Adjustments were idenfied by deferring the recruitment of 12 new positions, and updating the estimated cost of migrating GWA's compensation plan to the 20<sup>th</sup> market percentile. Premium pay, such as Night Differential and Holiday Work are estimated at 1.4% and 1% respectively of total base pay for eligible employees, which aligns with historical levels. Overtime is budgeted at 6% of eligible employee salaries for a total cost of \$955,000.

Budget projections for medical, dental and life insurance provide each employee with a flat rate per year for each type of coverage. The rates were based on FY19 levels with a 3% increase for each ensuing year. Insurance coverage is budgeted at \$1.5 million. Retirement is funded at 28%, and Medicare at 1.45% of employees base pay for a combined cost of \$5.8 million. GWA will maintain 400 full-time employees.

#### **Administrative & General**

Costs for administrative and general expenses were reduced by 8% in all categories which include sludge, chemicals, materials and supplies, training, transportation, regulatory, insurance, communications, advertising and miscellaneous. Managing these reductions will require a careful balance of human and financial resources; identifying critical priorities in day to day operations to maintain compliance and service levels and deferring other less significant activities or procurement.

#### Contractual

With careful capital planning, maximizing in-house capabilities and other cost-saving efforts, GWA will manage with the 14% or \$1 million reduction in planned contractual services for Fiscal 2021. The adjusted budget will provide for existing contracts to include heavy equipment leases, laboratory services, information technology licenses and support, inclusive

2| Page - Fiscal 2021 Budget Narrative

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of those required for the ongoing upgrade of GWA's financial management system scheduled for cutover in April 2021, and other critical operational agreements.

#### CONCLUSION

In light of the economic challenges presented by the impacts of the pandemic, GWA has developed a streamlined financial model that allows management to monitor sales levels, revise projected revenues and apply necessary adjustments as required to ensure continued provision of required levels of service, fund debt service of \$33 million, maintain a debt coverage ratio of 1.40, and secure 120-days of operating cash, which satisfies all obligations.

The following table reflects the adjustments in GWA's operation and maintenance budget categories from the budget approved prior to pandemic conditions.

## GUAM WATERWORKS AUTHORITY "Better Water. Better Lives."

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					,
			EVAL BURGET		
		EVAN BURDET	FY21 BUDGET	EVAL BURGET	
	FIGURE VEAD	FY20 BUDGET	(PUC	FY21 BUDGET	0/ 01
	FISCAL YEAR	(Project 08/17/20)	Approved)	(Adjusted)	% Change
1,	REVENUES	00.040.000	77 400 074	70.000.470	
2.	Water Revenues	66,018,690	77,436,674	70,360,478	-9%
3.	Wastewater Revenues	35,160,504	44,115,188	38,717,108	-12%
4.	Legislative Surcharge	3,179,278	3,866,573	3,290,570	-15%
5.	Other Revenues	658,911	430,737	430,737	0%
6.	System Development Charge	1,013,149	929,304	929,304	0%
7.			28.811	20	
8.	TOTAL OPERATING REVENUE	106,030,531	126,778,476	113,728,198	-10%
9.					
10.					
11.	O&M EXPENSES				
12.	Water Purchases	7,238,017	10,123,306	8,623,306	-15%
13.	Power Purchases	14,119,720	12,985,577	12,985,577	
14.					
15.	Salaries and Wages	20,374,454	23,230,648	21,230,648	
16.	Pension and Benefits	6,328,373	7,283,895	7,283,896	
17.	Capitalized Labor and Benefits	(4,589,176)	(3,700,000)	(3,700,000)	
_18.	PERSONNEL	22,113,651	26,814,544	24,814,544	-7%
19.					
20.	Sludge removal	1,571,749	1,723,427	1,582,885	
21.	Chemicals	2,101,121	2,569,917	2,360,346	
22.	Materials & Supplies	1,740,820	2,390,134	2,195,224	
23.	Transportation	491,499	487,311	447,572	
24.		137,998	189,819	174,340	
25.		76,063	67,688	62,168	
26.	Insurance	934,966	1,001,929	920,224	
27.		129,035	383,090	351,850	
28.	Advertising	64,704	148,241	136,152	
29.	Miscellaneous	1,010,467	1,168,002	1,072,754	
30.	Regulatory Expense	247,155	315,593	289,857	0.5
31.	Bad Debts Provision	1,908,201	1,817,578	1,669,358	
32.	ADMINISTRATION & GENERAL	10,413,777	12,262,728	11,262,731	-8%
33.					
34.	Depreciation Expense	24,085,603	22,271,032	22,271,032	
35.					
36.	Audit & Computer Maint.	677,080	1,291,638	1,114,848	
37.	Building rental	439,378	574,913	496,223	
38.	Equipment rental	898,854	1,216,844	1,050,291	
39.	Legal	37,969	7,823	6,752	
40.	Laboratory	212,119	491,917	424,587	
41.	Other	2,030,866	3,722,851	3,213,293	
42.	CONTRACTUAL	4,296,267	7,305,986	6,305,994	-14%
43.					
44.	Retiree Supp. Annuities and health care costs	2,539,937	3,255,923	2,800,628	
45.	Contribution to Government of Guam	604,000	677,256	582,552	
46.	RETIREES & HEALTHCARE	3,143,937	3,933,180	3,383,180	-14%
47.					
48.	Grand Total	85,410,972	95,696,352	89,646,364	-6%
49.		7 36 38 a	200 - TO R	51 Sim v.	
50.	OPERATING EXPENSE (Less Depreciation)	61,325,369	73,425,321	67,375,332	-8%
51.					
52.					
	Earnings (Loss) from Operations	20,619,559	31,082,124	24,081,834	
	• , , ,		•		

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### "Better Water. Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913 P.O Box 3010, Hagatna, Guam 96932 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

	FISCAL YEAR	FY20 BUDGET (Project 08/17/20)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)	% Change
54.					
55.	Interest Income-Bond 2013,2014 Refunding,	1,284,382	1,539,593	1,539,593	
56.	Interest Income-Other Funds	361,590	248,637	248,637	
57.	Interest Income-SDC	112,647	29,850	29,850	
58.	Interest Expense-Bond 2013,2014 Refunding	(25,405,188)	(31,659,950)	(31,659,950)	
59.	Interest Expense-BOG	(67,345)	- 80	-	
60.	AFUDC	-		-	
61.	Amortization of Discount, Premium and Issue Grants & other contributions (net of federal	712,900	(276,930)	(276,930)	
62.	expenditures)	41,680,829	39,732,857	39,732,857	
63.	Loss on Defeasance and other deferred outf	(827,707)	(269,263)	(269,263)	
64.					
65. 66.	Net Income (Loss)	38,471,667	40,426,918	33,426,628	
67.	INCREASE (DECREASE) in Capital	38,471,667	40,426,918	33,426,628	

	BOND DEBT SERVICE	34,175,188	34,229,950	33,229,950	
	DEBT SERVICE COVERAGE CALCULATION -	Section 6.12			
1.	Earnings (Loss) from Operations	20,619,559	31,082,124	24,081,834	
2.	Investment Income-Other funds	273,645	354,605	354,605	
3.	COLA	604,000	582,552	582,552	
4.	System Development Charge	(1,013,149)	(929, 304)	(929,304)	
5.	Depreciation	24,085,603	22,271,032	22,271,032	
6.	Balance Available for Debt Service - Secti	44,569,659	53,361,008	46,360,718	
	Debt Service Coverage (1.25X) - Section 6	1.30	1.56	1.40	
1.	CASH FLOW STATEMENT				
2.					
3.	Net Income (Loss)	38,471,667	40,426,918	33,426,628	
4.	Depreciation & Amortization	24,798,503	22,547,962	21,994,102	
5.	Working Capital Change -increase/(decrease	0	(542,131)	-	
6.	Principal Payments - Bonds	(8,770,000)	(9,270,000)	(9,270,000)	
7.	Principal Payments-Subordinate loan	(2,780,552)	-	-	
	Loss on Defeasance Bond and other				
8.	deferred cost	-	546,193	-	
9.	System Development Charge	(1,013,149)	500,000.0	(929,304)	
10.	Revenue Funded Projects	(8,451,496)	-		
11.	PayGo/CAPEX- Reserve	(3,000,000)	(12,400,000)	(10,400,000)	
12.	Working Capital Reserve for O & M	-	(8,000,000)		
13.	Grants and Contributions	(41,680,829)	(39,732,857)	(39,732,857)	
14.	Transfer from Capitalized Interest Fund	-	6,700,000	6,700,000	
	Prior Year Adjustment & Loss on Asset				
15.	Disposal/Invty writedown	0	-	0	
16.	<u></u>				
17.	Cash Surplus (Deficit)	(2,425,856)	776,084	1,788,569	
18.	Beginning Balance	4,955,587	4,391,406	2,529,731	
19.	Ending Balance \$	2,529,731	5,167,490 \$	4,318,299	

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		FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)	% Change
1.0	REVENUES	(i rojecteu)	(i oo Appioved)	(Adjusted)	/ Onlinge
2,	Water Revenues	66,018,690	77,436,674	70,360,478	-9%
3,	Wastewater Revenues	35,160,504	44,115,188	38,717,108	-12%
4.	Legislative Surcharge	3,179,278	3,866,573	3,290,570	-15%
5.	Other Revenues	658,911	430,737	430,737	0%
6. 7.	System Development Charge	1,013,149	929,304	929,304	0%
8.	TOTAL OPERATING REVENUE	106,030,531	126,778,476	113,728,198	-10%
9.	-	100,000,001	120,170,470	110,120,100	-1070
10.					
11.	O&M EXPENSES				
12.	Water Purchases	7,238,017	10,123,306	8,623,306	-15%
13.	Power Purchases	14,119,720	12,985,577	12,985,577	
14.					
15.	Salaries and Wages	20,374,454	23,230,648	21,230,648	
16.	Pension and Benefits	6,328,373	7,283,895	7,283,896	
17.	Capitalized Labor and Benefits	(4,589,176)	(3,700,000)	(3,700,000)	
18.	PERSONNEL	22,113,651	26,814,544	24,814,544	-7%
19.					
20.	Sludge removal	1,571,749	1,723,427	1,582,885	
21.	Chemicals	2,101,121	2,569,917	2,360,346	
22.	Materials & Supplies	1,740,820	2,390,134	2,195,224	
23.	Transportation	491.499	487,311	447,572	
24.	Communications	137,998	189,819	174,340	
25.	Claims	76,063	67,688	62,168	
26.	Insurance	934,966	1,001,929	920,224	
27.	Training & Travel	129,035	383,090	351.850	
28.	Advertising	64,704	148,241	136,152	
29.	Miscellaneous	1,010,467	1,168,002	1,072,754	
30.	Regulatory Expense	247,155	315,593	289.857	1
31.	Bad Debts Provision	1,908,201	1,817,578	1,669,358	'
32.	ADMINISTRATION & GENERAL	10,413,777	12,262,728	11,262,731	-8%
33.	ADMINISTRATION & SENERAL	10,413,777	12,202,120	11,202,731	-076
34.	Denraciation Evenue	24 005 002	22 274 222	22 274 222	
35.	Depreciation Expense	24,085,603	22,271,032	22,271,032	
	Audit 9 Computer Marint	677.000	4 504 630	4 444 040	
36.	Audit & Computer Maint	677,080	1,291,638	1,114,848	
37.	Building rental	439,378	574,913	496,223	
38.	Equipment rental	898,854	1,216,844	1,050,291	
39.	Legal	37,969	7,823	6,752	
40.	Laboratory	212,119	491,917	424,587	
41.	Other	2,030,867	3,722,851	3,213,293	40
42	CONTRACTUAL	4,296,267	7,305,986	6,305,994	-14%
43					
44.	Retiree Supp. Annuities and health care costs	2,539,937	3,255,923	2,800,628	
45.	Contribution to Government of Guam	604,000	677,256	582,552	
46	RETIREES & HEALTHCARE	3,143,937	3,933,180	3,383,180	-14%
47.					
48.	Grand Total	85,410,972	95,696,352	89,646,364	-6%
49. 50.	OPERATING EXPENSE (Long Depreciation)	64 206 270	79 495 994	67 976 999	OP4
50.	OPERATING EXPENSE (Less Depreciation)	61,325,370	73,425,321	67,375,332	-8%

51.		FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)	% Change
52. 53. 54.	Earnings (Loss) from Operations	20,619,559	31,082,124	24,081,834	
55. 56. 57. 58.	Interest Income-Bond 2013,2014 Refunding,20 Interest Income-Other Funds Interest Income-SDC Interest Expense-Bond 2013,2014 Refunding,21 Interest Expense-BOG	1,284,382 361,590 112,647 (25,405,188) (67,345)	1,539,593 248,637 29,850 (31,659,950)	1,539,593 248,637 29,850 (31,659,950)	
60. 61.	AFUDC Amortization of Discount, Premium and Issuanc	712,900	(276,930)	(276,930)	
62. 63. 64.	Grants & other contributions (net of federal expe Loss on Defeasance and other deferred outflow	41,680,829 (827,707)	39,732,857 (269,263)	39,732,857 (269,263)	
65. 66.	Net Income (Loss)	38,471,667	40,426,918	33,426,628	
67.	INCREASE (DECREASE) in Capital	38,471,667	40,426,918	33,426,628	
	BOND DEBT SERVICE DEBT SERVICE COVERAGE CALCULATION - Sec	34,175,188 tion 6.12	34,229,950	33,229,950	
1. 2. 3. 4.	Earnings (Loss) from Operations Investment Income-Other funds COLA System Development Charge	<b>20,619,559</b> 273,645 604,000 (1,013,149)	<b>31,082,124</b> 354,605 582,552 (929,304)	24,081,834 354,605 582,552 (929,304)	
5.	Depreciation	24,085,603	22,271,032	22,271,032	
6.	Balance Available for Debt Service - Section  Debt Service Coverage (1.25X) - Section 6.12	44,569,658 1.30	53,361,008 1.56	46,360,718 1.40	
1.	CASH FLOW STATEMENT				
3.	Net Income (Loss)	38,471,667	40,426,918	33,426,628	
4. 5.	Depreciation & Amortization Working Capital Change -increase/(decrease)	24,798,503 0	22,547,962 (542,131)	21,994,102 -	
6. 7.	Principal Payments - Bonds Principal Payments-Subordinate loan	(8,770,000) (2,780,552)	(9,270,000) - 546,193	(9,270,000)	
8. 9. 10.	Loss on Defeasance Bond and other deferred c System Development Charge Revenue Funded Projects	(1,013,149) (8,451,496)	500,000.0	(929,304)	
11. 12. 13.	PayGo/CAPEX- Reserve Working Capital Reserve for O & M Grants and Contributions	(3,000,000) - (41,680,829)	(12,400,000) (8,000,000) (39,732,857)	(10,400,000)	
14. 15.	Transfer from Capitalized Interest Fund Prior Year Adjustment & Loss on Asset Dispose	(41,000,029)	6,700,000	6,700,000	
16. 17.	Cash Surplus (Deficit)	(2,425,857)	776,084	1,788,569	
18.	Beginning Balance	4,955,587	4,391,406	2,529,730	
19.	Ending Balance \$	2,529,730			

Utilities	FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)
Water	7,238,017	10,123,306	8,623,306
Power	14,119,720	12,985,577	12,985,577
Salaries & Wages			
Holiday Pay	256,352	220,688	220,688
Night Differential Pay	104,342	157,634	157,634
Overtime Pay	1,560,869	955,045	955,045
Salaries & Wages	18,452,890	21,168,750	19,897,282
New Positons		728,532	
Grand Total	20,374,454	23,230,648	21,230,648
Pension & Benefits			
Dental Insurance	91,033	98,658	98,658
Hospital Insurance	1,065,059	1,339,800	1,339,800
Life Insurance	66,115	77,140	77,140
Medicare	325,548	284,008	284,008
Pensions (DB) - Exclusions (DB) - Inclusions (DB	ions	20 ,,000	20 1,000
Retirement (DC) Retirement (457)(MLW)	4,780,616 OP)	5,484,289	5,484,290
Retirement (DB 1.75)	•		
Social Security			
Survivor Death/Disabilit	y Ins		
Grand Total	6,328,373	7,283,895	7,283,896
CAPITALIZED LABOR	- 4,589,176	3,700,000	- 3,700,000

Sludge Removal	FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)
Sludge Removal	1,571,749	1,723,427	1,582,885
· ·			, ,
Chemical Type			
Chemicals - ACH	741,050	951,174	875,866
Chemicals - Anionic F	209,160	268,467	234,509
Chemicals - Cationic	268,043	344,047	244,047
Chemicals - Chlorine	774,994	867,767	867,767
Chemicals - Lab	23,844	30,605	20,000
Chemicals - Other	84,030	107,857	118,157
Grand Total	2,101,121	2,569,917	2,360,346
Materials & Supplies			
Asphalt, Cold Mix, Be	84,960	109,544	109,464
Calibration Equipmer	9,324	12,023	2,023
Cap Materials-Pumps &	Motors	-	-
Capitalized Materials		ii • 1941	
Chlorination Equipme	72,213	93,108	78,108
Cleaning Supplies	24,418	31,483	25,113
Electrical	99,779	128,651	138,617
Equipment & Hand T	131,339	169,344	118,506
Field Support Supplie	5,782	7,455	6,959
Gas Op Equip - Parts	2,612	3,368	3,174
Gas Operated Equipr	24,354	31,401	25,227
Generator - Fuel	-	•	-
Hardware	106,691	137,564	152,840
Laboratory Parts & E	3,137	4,044	4,044
Laboratory Supplies	4,419	5,698	7,735
Manhole Covers & As	48,563	62,616	45,639
Materials & Supplies		-	-
Meters and Meter Bo	5,107	6,584	1,544
Misc Exp-COVID-19 Em	ergency		•
Office Equipment	65,753	84,780	64,230
Office Supplies	41,679	53,739	51,753
Paint & Supplies	23,601	30,431	26,219
Parts - Air Conditionir	3,039	3,918	5,918
Parts - SCADA Syste	•	14,531	0
Parts & Supplies - Pu	231,534	410,136	389,340
Plumbing	662,519	854,228	807,983
Repair & Maint - Build	4,318	5,567	5,567
Safety Equipment	567	730	730
Safety Supplies	85,112	109,741	105,041
Tags, Seals, Copper	-	19,448	19,448
Uniforms	4 840 000	-	
Grand Total	1,740,820	2,390,134	2,195,224

Transportation	FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)
Equip Repair - Backhoes	1,607	1,537	-
Equip Repair - Cranes	1,975	1,889	-
Equip Repair - Dump Truck	10,665	10,202	_
Equip Repair - Light Equip	6,491	6,209	-
Equip Repair - Tractors	1,719	1,644	_
Equip Repair - Trailers	129	124	124
Equip Repair - Vaccon Truck	13,327	17,038	60
Equip Repair - Vactor Truck	35,775	38,511	55,549
Equip Repair - Vehicles	42,269	49,013	39,013
Equipment Parts	18,724	17,910	13,187
Fuel & Lubricants - Equip	5,274	5,045	3,450
Fuel & Lubricants - Vehicles	184,074	176,079	176,079
Hazardous Waste Disposal	14,558	13,926	11,926
Tire Repair & Replacement	33,211	31,769	31,769
Towing & Lockout Services	33,211	31,703	31,709
Vehicle Lease	18		-
	76 204	72.000	72.000
Vehicle Parts	76,384	73,066	73,066
Vehicle Repair - A/C	12,688	12,137	12,137
Vehicle Safety Inspection	1,472	1,408	1,408
Vehicle Tracking Services	31,157	29,804	29,804
Grand Total	491,499	487,311	447,572
_			
Comunications	070	040	
Cellular Internet Services	272	316	44 267
Radio/Pager	29,631 73,756	44,267 95,501	44,267 80,338
Telephone	33,619	48,898	48,898
Toll Charges	721	837	837
Grand Total	137,998	189,819	174,340
Claims			
Claims - Auto	2,536	2,256	2,256
Claims - Damaged Cable Line	24,110	21,456	21,456
Claims - Personal Property	360	321	321
Claims - Sewer Overflows	3,809	3,389	3,389
Claims - Workers' Comp	43,312	38,543	33,023
Employee Related Personal Injury	1,936	1,723	1,723
Grand Total	76,063	67,688	62,168
		.,,,,,	,
•			
Insurance	26 400	20 602	27.040
Insurance - Auto Insurance - Bond	36,198	38,602	37,840
Insurance - Bond Insurance - Crime	5,245	5,751	5,245
Insurance - Cyber	34,100	31,524	28,859
Insurance - D&O	15,921	17,458	16,265
Insurance - General Liability	141,972	139,327	128,330
Insurance - Property	701,530	769,266	703,685
Grand Total	934,966	1,001,929	920,224

	FY20 BUDGET	FY21 BUDGET	FY21 BUDGET
Training & Travel	(Projected)	(PUC Approved)	(Adjusted)
Training	95,741	282,462	282,462
Travel	33,294	100,628	69,388
Grand Total	129,035	383,090	351,850
Grand Total	125,033	303,090	331,630
Advertising			
Advertising	6,345	14,536	14,536
Print Ads (News & Mag-	456	1,046	1,046
Print Ads (Other)	10,481	24,014	24,014
Procurement Ads	14,074	32,244	32,244
Promotional Campaigns	2,853	6,536	6,536
Promotional/Event Supp	3,254	7,455	7,455
Radio Ads	856	1,961	1,961
Social Media Ads	9,039	20,708	20,708
Sponsorship Ads	8,559	19,609	7,520
TV & Video Ads	6,990	16,014	16,014
Website Design & Main	1,797	4,118	4,118
Grand Total	64,704	148,241	136,152
Miscellaneous			
Annual Dues-Prof Memb	10,233	11,569	11,569
Bank Charges	2.614	2.955	2,955
Bank Charges - Sweep I	661	747	747
Banking Supplies	4.918	5,560	3,560
Bond Agent and Trustee	76,301	86,265	76,265
CCU Administration	66,005	74,624	74,624
CCU Meeting Refreshm	11,780	13,318	7,955
CCU Stipends	27,882	31,523	30,000
Collection Fees	-	01,020	-
Coupon Charges	46,943	53,073	50,073
Courier Svc (Lab Anlys/	8,671	9,804	•
Court Fees	507	573	19
Employee Engagement	942	1,065	0
Employee Recognition F	638	722	
Merch Fees - Retail CC	408,945	462,348	432,348
Merch Fees-Online,PBF	106,410	120,306	120,069
Mileage Reimbursement	3,160	3,572	3,731
Postage	223,661	252,869	230,869
Prof Licenses & Certs	764	863	863
Subscriptions	2,816	28,762	24,462
Training Materials	6,617	7,481	2,642
Grand Total	1,010,467	1,168,002	1,072,754
Regulatory	400.000	450.000	400.000
Assessment Order	123,893	158,200	100,000
General Matters	24,185	30,883	5,147
Legal Environmental	56,961	72,733	72,733
Legal Fees from Outside	24,127	30,807	30,807
Rate Case Stip Order/Lifeline (BC)	- 17,989	- 22,970	58,200 22,970
Grand Total	247,155	315,593	289,857
Grand I Oldi	271,133	313,333	203,007

Audit& Computer Maintenance	FY20 BUDGET (Projected)	FY21 BUDGET (PUC Approved)	FY21 BUDGET (Adjusted)
Auditing Fees	69,650	90,709	90,709
Box.net (IT)	216	281	281
Consulting Services	-	263,340	110,793
Financial Services	7.127	9,281	9,281
Gate.com (IT)	1,531	1,994	1,994
Internships	5,215	6,792	6,792
IT Maint - Cloud Services	12,377	16,119	16,119
IT Maint - Virtual Desktop Srv	24,003	31,260	31,260
Rating Fee	8,098	10,547	10,547
Repository Fee	3,509	4,570	4,570
Software Maint - Antivirus	5,000	4,570	4,570
Software Maint - Backup	3,647	4,749	4,749
Software Maint - CC&B	•	·	
	96,128	125,193	125,193
Software Maint - Insight	31,871	104,292	104,292
Software Maint - Lucity AM	18,615	24,243	
Software Maint - Oracle(JDE)	320,096	500,594	500,594
Software Maint-Contract Coll	1,215	1,582	1,582
Software Maint-Element LIMS	6,124	7,975	7,975
Software Maint-Forms Overlay	5,866	7,640	7,640
Software Maint-Orion Read Sy	2,339	3,046	3,046
Software Maint-Payroll/Tax	4,461	5,810	5,810
Software Maint-Report Tools	12,585	16,390	16,390
Software Maint-VMWare	7,243	9,433	9,433
Software Maint-W/WW Modeling	6,844	8,913	8,913
Sys Support & Svc - Computer	18,866	24,570	24,570
Tech Support - Web & IVR Svs	9,454	12,313	12,313
Grand Total	677,080	1,291,638	1,114,848
	211,000	.,,,	.,,
Building Rental			
Building Rental Building Rental	424.378	551.889	478.223
Building Rental Building Rental Storage Rental	424,378 15,000	551,889 23,024	478,223 18,000
Building Rental			
Building Rental Storage Rental	15,000	23,024	18,000
Building Rental Storage Rental Grand Total	15,000	23,024	18,000
Building Rental Storage Rental Grand Total  Equipment Rental	15,000 439,378	23,024 574,913	18,000 496,223
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes	15,000 439,378 165,000	23,024 574,913 200,068	18,000 496,223
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV	15,000 439,378 165,000 41,000	23,024 574,913 200,068 49,714	18,000 496,223 144,642 49,714
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes	15,000 439,378 165,000	23,024 574,913 200,068	18,000 496,223
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Ti	15,000 439,378 165,000 41,000 313,803	23,024 574,913 200,068 49,714 443,973	18,000 496,223 144,642 49,714 509,661 41,540
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tle Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Dump Truck	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Excavators	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Dump Truck Equip Rental - Excavators Equip Rental - Lifts	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Ti- Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Excavators Equip Rental - Excavators Equip Rental - Light Equip	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Combo Pumper Tk Equip Rental - Combo Pumper Tk Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Light Equip Equip Rental - Trailers	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tl Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Excavators Equip Rental - Lifts Equip Rental - Light Equip Equip Rental - Traillers Equip Rental - Vactor Truck	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 0 1,156 0 72,419
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Combo Pumper Tk Equip Rental - Combo Pumper Tk Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Light Equip Equip Rental - Trailers	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - CCTV Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Excavators Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Traillers Equip Rental - Traillers Equip Rental - Vactor Truck Equipment Rental - CCTV	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 0 1,156 0 72,419
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Orill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Trailers Equip Rental - Trailers Equipment Rental - CCTV Equipment Rental - CGTV Equipment Rental - Generators Equipment Rental - Trailers	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156 0 72,419 15,441
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Ti- Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Excavators Equip Rental - Excavators Equip Rental - Light Equip Equip Rental - Light Equip Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - Generators Equipment Rental - Generators Equipment Rental - Tow Truck	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156 0 72,419 15,441
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Orill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Trailers Equip Rental - Trailers Equipment Rental - CCTV Equipment Rental - CGTV Equipment Rental - Generators Equipment Rental - Trailers	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156 0 72,419 15,441
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Til Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Excavators Equip Rental - Excavators Equip Rental - Light Equip Equip Rental - Light Equip Equip Rental - Trailers Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - Generators Equipment Rental - Tow Truck Equipment Rental - Trailers Grand Total	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156 0 72,419 15,441
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Trailers Equip Rental - Trailers Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - CCTV Equipment Rental - Trailers Equipment Rental - Trailers Grand Total  Legal	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139 20,473	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824 - 1,216,844	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 0,1,156 0 72,419 15,441 0 49,370
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Til Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Excavators Equip Rental - Excavators Equip Rental - Light Equip Equip Rental - Light Equip Equip Rental - Trailers Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - Generators Equipment Rental - Tow Truck Equipment Rental - Trailers Grand Total	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 1,156 0 72,419 15,441
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Cranes Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Trailers Equip Rental - Trailers Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - CCTV Equipment Rental - Trailers Equipment Rental - Trailers Grand Total  Legal	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139 20,473	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824 - 1,216,844	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 0,1,156 0 72,419 15,441 0 49,370
Building Rental Storage Rental Grand Total  Equipment Rental Equip Rental - Backhoes Equip Rental - CCTV Equip Rental - Combo Pumper Tk Equip Rental - Drill Rig Equip Rental - Drill Rig Equip Rental - Dump Truck Equip Rental - Dump Truck Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Lifts Equip Rental - Trailers Equip Rental - Vactor Truck Equipment Rental - CCTV Equipment Rental - Generators Equipment Rental - Tow Truck Equipment Rental - Tow Truck Equipment Rental - Torailers Grand Total  Legal Legal	15,000 439,378 165,000 41,000 313,803 50,753 9,000 153,643 18,428 1,500 7,116 7,000 111,139 20,473	23,024 574,913 200,068 49,714 443,973 61,540 10,913 186,297 22,345 1,819 8,628 8,488 198,236 - 24,824 - 1,216,844	18,000 496,223 144,642 49,714 509,661 41,540 0 166,350 0 0,1,156 0 72,419 15,441 0 49,370

	FY20 BUDGET	FY21 BUDGET	FY21 BUDGET	
Contractual Other	(Projected)	(PUC Approved)	(Proposed)	
Calibration Services	2,670	4,608	4,608	
Consulting Services	42,160	72,752	72,752	
Contractual Sevices	92,781	203,774		
Courier Services	11,243	19,401	19,401	
Drug Free Program	17,567	30,313	30,313	
Ground Maintenance	297,218	556,553	556,553	
Janitorial Services	1,686	2,910	2,910	
Leak Detection	1,218	2,103	2,103	
License-Agafa Gumas Well #5	981	1,693	1,693	
License-Water Line (Tarague)	981	1,693	1,693	
Machine Work & Fabrication	164,024	326,711	306,711	
Operating License - TMW	981	1,693	1,693	
Permits - GTA Clearances	14,053	24,251	14,251	
Permits - Highway Encroachment	172	297	297	
Permits - Miscellaneous	_58	99	99	
Permits - Underground Strg	1,335	2,304	2,304	
Permits - Well Operating	47,781	82,452	82,452	
Printing & Copying	217,826	375,885	300,885	
Pump & Motor Rewinding Svs	191,069	329,713	329,713	
Rep & Maint - Gas Op Equip	3,559	6,142	4,847	
Repair & Maint - A/C	6,730	11,613	11,613	
Repair & Maint - Building	33,724	58,202	48,202	
Repair & Maint - CCTV	10,540	18,188	18,188	
Repair & Maint - Instrument	24,373	85,727	70,498	
Repair & Maint - Light Equip	1,007	1,738	1,738	
Repair & Maint - Office Equi	260	449 -	0	
Repair & Maint - Op Fac	85,420	147,403	77,403	
Repair & Maint - Others	59,036	145,542	141,731	
Repair & Maint - Sewer Lines	21,080	36,376	36,376	
Road Restoration	299,880	517,479	517,479	
Security Services	309,465	534,018	434,018	
Trash pickup	69,986	120,768	120,768	
Grand Total	2,030,867	3,722,851	3,213,293	

# REVENUE FUNDED PROJECTS SCHEDULE G

		2019	2020	2021
WATER		.=		
	PRV	47,600		
	Main Lines & Valves	449,641 258,969		
	Hydrants	1,000	300,000	500.000
	Pumps & Motors Pipes	736,866	300,000	500,000
	Pumping Equipments	65,460		200,000
	Submersible Cables	165,000		100,000
	Leak Detection & Equipment	88,330		
	Facility Improvements	250,000		
		2,061,866	300,000	800,000
WASTEWA	ATER			
	Pumps & Motors	220,673	400,000	400,000
	Spare Parts & Equipment Pipes	42,819		50,000
	Collection System Replacements Emergency Replacements	30,000		
	Treatment Plant Improvement	171,015		2.
		464,507	400,000	450,000
UTILITY S	ERVICES			
	Meter Replacements - Small Meter Large Meters > 2"	448,930	1,000,000	200,000
		448,930	1,000,000	200,000
Transporta	ation			
	1. Light Fleet	928,090	550,000	900,000
	2. Heavy Equipment	776,090		
		1,704,180	550,000	900,000
Informatio	n Technology			
	1. Applications Software - Implementation	294,373	2,000,000	
	New Hardware	426,145	250,000	250,000
	_	720,518	2,250,000	250,000
Other Proj	ects			
	Facility Renovations	100,000	500,000	2,400,000
	Engineering Projects - CIP Plan	30000000		5,400,000
		100,000	500,000	7,800,000
TOTAL	jot -	5,500,000	5,000,000	10,400,000
	<del></del>			



# Management Report GWA Work Session, August 18, 2020



#### Management Update

• Series 2020B Bonds – Taxable Refunding Pre-Pricing Information

Estimated Par Refunded: \$142,595,000 \$160,960,000
 Maturities Refunded 2029-2043 2024-2043
 Estimated PV Savings (as of Aug 18): \$14,084,416 \$13,734,901

Estimated % NPV SavingsEstimated All-in New TIC:3.59%8.53%3.56%

o Estimated Annual Debt Service Savings: \$1.6M-\$2.0M to '28 \$1.9M-\$5.7M to '25

Sale Date: August 18/19, 2020
 Closing Date: August 25/26, 2020

- Market Conditions (based on information from Citi)
  - o COVID-19 pandemic closed the municipal bond market for several weeks
  - o April saw signs of market stabilization, but all issuances were "AA" rated credits or higher
  - Corporate taxable issuers starting issuing debt in record amounts beginning in April 2020 to weather COVID-19 pandemic
  - Municipal markets were slower to recover, as investors were unsure how governments would be impacted by the pandemic
  - As corporate credit spreads tightened throughout April and May, investors starting buying municipal bonds, which helped drive the taxable municipal rates lower
  - This caused taxable municipal issuances to surge in June, which saw 800%+ increase in new issue taxable supply compared to 2019
  - o July taxable issuances matched June numbers
  - Improvement in market conditions is projected to allow for savings similar to pre-COVID-19 estimates for GWA Refunding

## 2020 Municipal Supply (Taxable & Tax-Exempt)

Municipal supply has returned to more normalized levels with July supply rising +53% YoY after the market effectively closed amid COVID-19 volatility.



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# History of Estimated Series 2013 Refunding Savings

\$16,120,476

2029 - 2043

#### Summary of Estimated Refunding Results Based on Proposed Pre-Marketing Rates

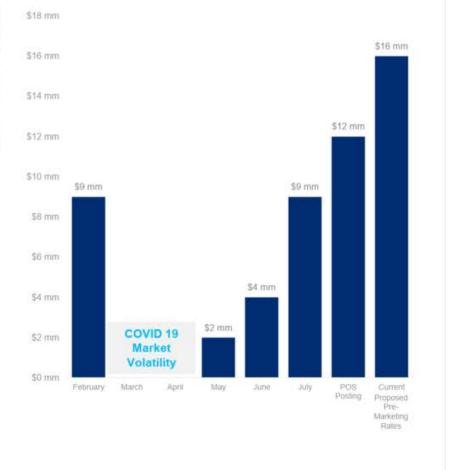
9.88%
-
42,595,000
66,035,000
5.48%
3.59%
18.0 years

**Maturities Refunded** 

#### Estimated Gross Debt Service Savings

Fiscal Year (9/30)	Est. Annual Savings
2021	\$1,631,139
2022	2,052,881
2023	2,052,881
2024	2,052,881
2025	2,052,881
2026	2,052,881
2027	2,052,881
2028	2,052,881
2029	82,881
2030	806
2031	4,056
2032	4,700
2033	3,888
2034	1,144
2035	2,281
2036	3,831
2037	3,994
2038	881
2039	3,938
2040	2,244
2041	244
2042	888
2043	3,394
ss Debt Service Savings	\$16,120,476

#### History of Estimated GWA Gross Refunding Savings



Based on estimated market conditions and assumes use of 10-year par call and upfront savings for all scenarios. Preliminary - Subject to Change.



# GWA Workforce availability as of August 14

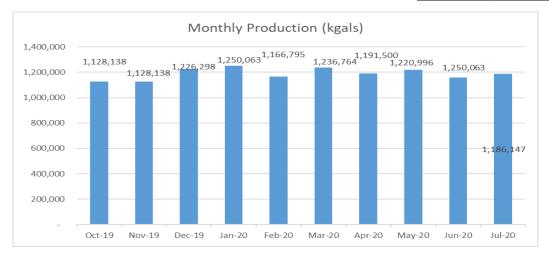
Healthy	354	93.4%
Sick, symptoms related to COVID-19	2	0.5%
Sick, not COVID-19 related	10	2.6%
COVID-19 Quarantined	1	0.3%
COVID-19 Medical Risk	1	0.3%
Military Leave	10	2.6%
LTD	1	0.3%
	379	100%

	Total	
Healthy/Reporting for duty at worksite	322	85.0%
Healthy/Reporting for duty - Part Teleworking and Part Reporting for		
duty at worksite	19	5.0%
Healthy/Reporting for duty - Teleworking	13	3.4%
Employee sick - symptoms related to COVID-19	2	0.5%
Employee sick - symptoms unrelated to COVID-19	10	2.6%
Employee's indirect exposure to individual that is: COVID-19		
symptomatic, being tested for COVID-19 or confirmed COVID-19 (1+		
person removed) - does not report for duty	1	0.3%
Employee or household member is at medical risk (i.e. COVID-19		
vulnerable)	1	0.3%
Military Leave	10	2.6%
LTD/Workers Comp	1	0.3%
	379	100%

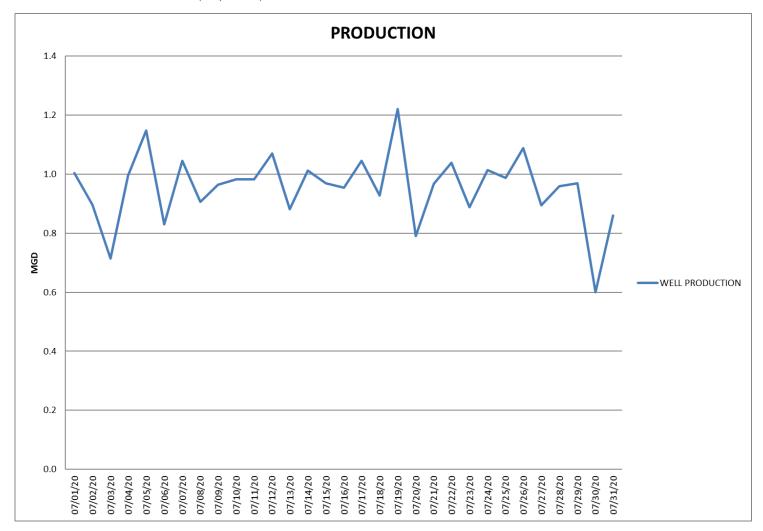
# Operations Update Production (July 2020)

Monthly Production Summary - JULY 2020							
Deep Wells			34.9	MGD			
Active wells =	91	of 120					
Avg days in operation =	31	days					
Total Production =	1,080,391	Kgals					
Springs			0.18	MGD			
Avg days in operation =	31	days					
Total Production =	5,635	Kgals					
Ugum Surface Water Plant			2.3	MGD			
Avg days in operation =	31	days					
Total Production =	70,510	Kgals					
Tumon Maui Well			0.96	MGD			
Avg days in operation =	31	days					
Total Production =	29,611	Kgals					
	1,186,147	Kgals	38.3	MGD			

DW Status as of	f 7/31/2020				
Active	91				
Grounded motor					
or Pump Failure	8	A12-A26-D03-F06-F13-Y01-Y12-Y21			
Out of					
commission	8	A02-A07-A28-D05-D13-M14-MJ01-MJ05			
Temporarily					
Secured	2	A23-A25			
Standby	11	A10-A29-D01-D08-D19-D20-D24-F05-F10-F20-M12			
TOTAL	120				

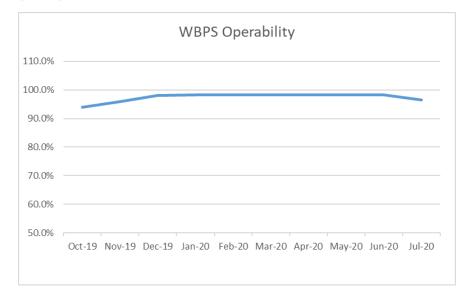


#### Tumon Maui Well Production (July 2020)

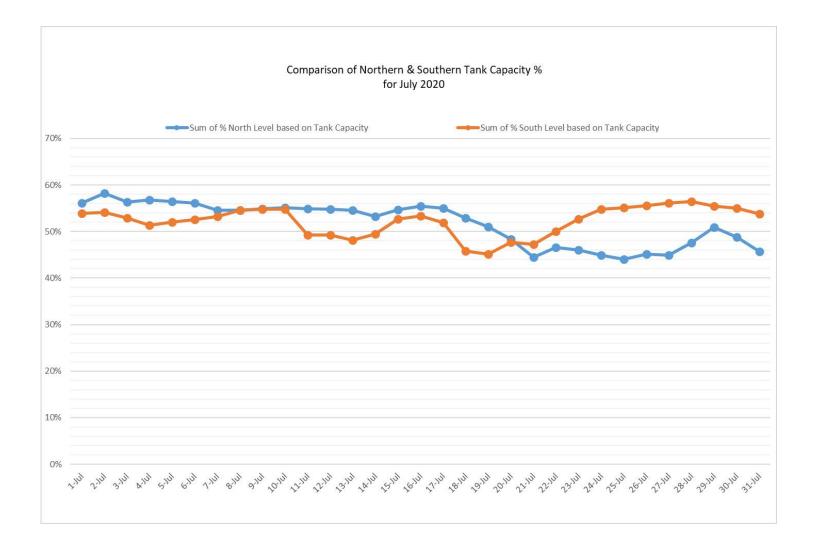


#### Distribution (July 2020)

Monthly Distribution Summary - JULY 2020								
Water Booster Pump	Water Booster Pump Stations							
District	No. of	Total	Pumps	%				
DISTILL	Stations	Pumps	Operating	Operational				
Northern	13	26	24	92.3%				
Central	7	15	15	100.0%				
Southern	7	15	15	100.0%				
	27	56	54	96.4%				



#### Distribution – Tank Levels (July 2020)



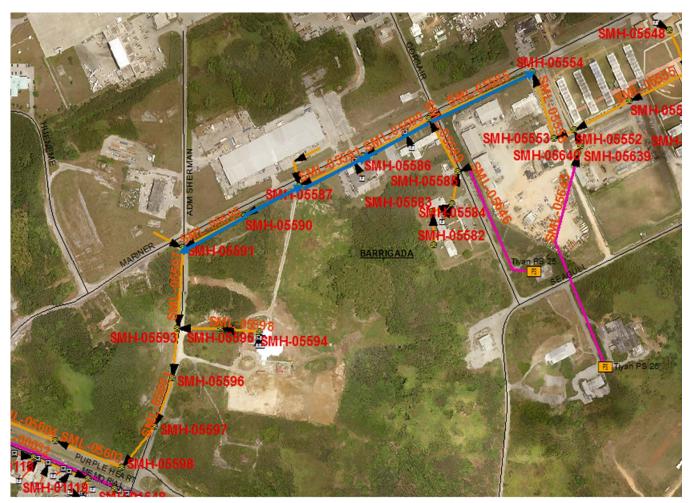
#### Wastewater Collections (July 2020)

	Monthly	Collection	ns Summa	ry - JULY 20	20	WWPS Operability
Wastewate	astewater Pump Stations					100.0%
D	District	No. of Stations	Total Pumps	Pumps Operating	% Operational	95.0% 90.0% 85.0% 80.0% 75.0%
N	Iorthern	22	52	46	88.5%	70.0% — 65.0%
Ce	entral	29	63	56	88.9%	60.0% 55.0%
Sc	outhern	26	56	54	96.4%	50.0%
		77	171	156	91.2%	Mario Decio serio cepio Merio Edigo Menio menio mingo mingo



#### Wastewater Collections –Cleaning/Jetting (July 2020)

Tiyan – South of Airport



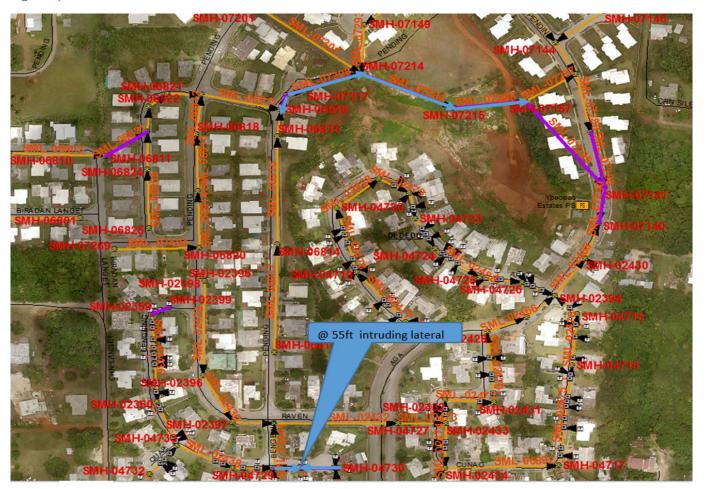
#### Wastewater Collections – Cleaning/Jetting (July 2020)

Yigo – Juan Jacinto Street



#### Wastewater Collections –Cleaning/Jetting (July 2020)

Yigo – Ypao Pao



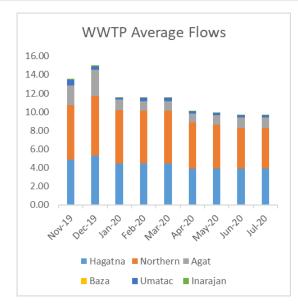
#### Wastewater Collections –Cleaning/Jetting (July 2020)

Yigo – Gayinero St.



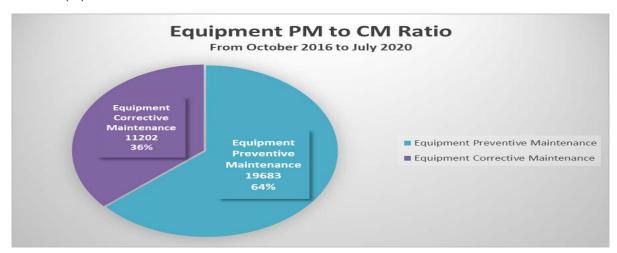
#### Wastewater Treatment (July 2020)

Monthly Wastewater Treatment Summary - July 2020								
WWT	WW Treatment Plants - Flows							
	Facility	Avg. Daily Flows	Sludge (lbs)	Sludge Disp. (\$)				
	Hagatna	4.39	294,380	\$ 26,494				
	Northern	4.3	837,320	\$ 75,359				
	Agat	1.1	37,900	\$ 3,411				
	Baza	0						
	Umatac	0.19						
	Inarajan	0.07						
		10.05	1,169,600	\$ 105,264				

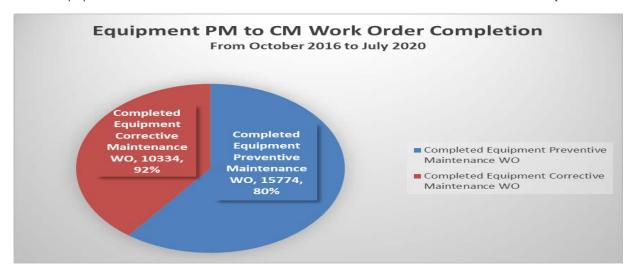


#### Asset Management (July 2020)

I. Equipment Preventive Maintenance to Corrective Maintenance *Ratio* 

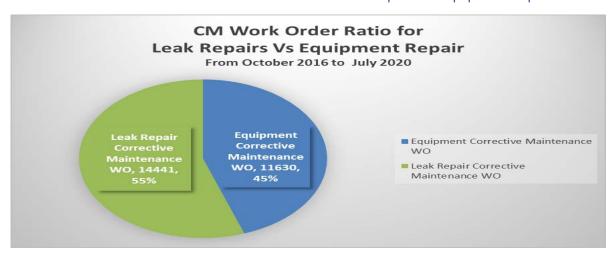


II. Equipment Preventive Maintenance to Corrective Maintenance Work Order Completion

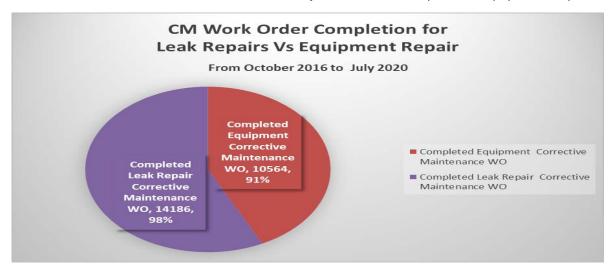


#### Asset Management (July 2020)

III. Corrective Maintenance Work Order *Ratio* for Leak Repairs vs. Equipment Repair



IV. Corrective Maintenance Work Order *Completion* for Leak Repairs vs. Equipment Repair



#### Meters from January 2017 through August 10, 2020

COMPLETED FIELD ACTIVITY JAN 2017 THRU AUG 10 2020 (POSTED IN CIS)	2017	2018	2019	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	TOTAL:	COMPLETED FIELD ACTIVITIES (IN PROCESS) TO BE POSTED IN CIS
GWA - Meter Exchange	6487	13353	10850	1079	714	548	117	44	59	148	20	33419	61
# OF METERS TESTED AS PER METER TEST FACILITY REPORTS:	6079	12259	9278	749	908	1116	341	662	635	694	32721		
AVG # OF FIELD STAFF PERFORMING CHANGE OUTS (MON THRU FRI):		16	7	7	7	7	7	1	1	1	1		
# OF ADMIN STAFF TO CREATE AND POST FIELD ACTIVITIES IN CIS:	10	6.3	5	5	5	2	1	1	1	1	1		
TOTAL:	29	22	12	12	12	9	8	2	2	2	2		

<sup>\*</sup>project suspended effective 04/13/20 and resumed 07/02/20.

#### REMAINING ACTIVE BADGER LP MODELS TO BE REPLACED AS OF 08/10/20:

12

3/4" BADGER METERS IN STOCK AS OF Aug 06, 2020:

Stock #	Size	Meter Description		New Meters Untested	Passed Field Meters		Meters Available	Meters at MTF	Failed Meters	Total Count
60484	3/4"	METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter	95	0	278	0	373	0	28	401
74131	3/4"	METER, Badger AMR 5/8" x 3/4" **WARRANTY** RCDL Model M25		0	0	0	0	0	0	0
65293	3/4"	METER,Badger 5/8"x3/4" NSF61-G RCDL M25LL Disc Meter Integral		0	3	0	87	0	2	89
74131	3/4"	METER, Badger AMR 5/8" x 3/4" RCDL Model M25 ***RMI***		0	0	0	0	0	0	0
84769	3/4"	METER, Badger E-SERIES 5/8"X3/4" ULTRASONIC	960	0	1	0	961	0	5	966

#### Backbilling through July 2020

Guam Waterworks Authority
Collections Report<sup>1</sup> on Accounts Backbilled thru July 31, 2020
For fiscal years 2015 thru 2020 (Jul)

							Collection Status									
Ad	counts Bille	d		Amounts Collected <sup>1</sup>			Am	ounts Adjusted	Total U	Incollected (Act	ive)	Total Uncollected (Inactive)				
FY Billed	No. of Accounts		Amount	No. of Accounts	Amount	%	No. of Accounts	Amount	%	No. of Accounts	Amount	%	No. of Accounts	Amount	%	
FY2015																
FY2016	17	\$	882	17	\$ 882	100%	0	\$ -		0	\$ -		0	\$ -		
FY2017	537	\$	397,450	465	302,009	76%	18	38,487	10%	27	30,979	8%	27	25,974	7%	
FY2018	1,374	\$	742,109	1,203	566,742	76%	60	69,706	9%	63	64,056	9%	48	41,605	6%	
FY2019	8,325	\$	3,064,384	7,516	2,085,339	68%	182	159,195	5%	406	712,134	23%	221	107,717	4%	
FY2020	2,482	\$	756,174	1,859	340,863	45%	30	15,366	2%	552	389,472	52%	41	10,472	0%	
Total	12,735	\$	4,960,999	11,060	\$ 3,295,835	66%	290	\$ 282,754	6%	1,048	\$ 1,196,641	24%	337	\$ 185,769	4%	

<sup>&</sup>lt;sup>1</sup> Collections thru August 12, 2020

#### One Guam Update (July 2020)

- Tumon Maui Well
  - Additional Maintenance Required: GWA will be maintaining the gated portion of lot adjacent to the TMW treatment system as part of the existing license. GWA has installed a lock at the gate to ensure that access will be controlled.

#### OEA Projects

- Observation Wells/NGLA
  - Naval Base Guam's ECP assessment will be complete next week. The TCEs will be prepared for the locations of the Observation wells that will be on DOD property.
  - GWA's project is out for bid. The timeframe for TCE to be completed is needed to inform potential contractor.
  - The NTP is expected by the end of September.

#### Strategy/Framework Discussion

- o GWA and DoD will be updating 2016 Framework for discussion, Strategy for an Integrated Water System for Guam.
- o GWA inquired about input from the technical experts' group to current discussions of the strategy.
- The Aquifer Technical Experts Group will be contacted to discuss how to move forward with better monitoring, better planning better protection, etc.
- o A work session is scheduled for September to discuss options.

#### Property Issues

- o Transfer of BPM-1: No change
- o Transfer of Navy Laterals at Murray Road to GWA: Pending the transfer memo, which is with the Navy's XO.
- AG-1 Access for GWA/GPA:
  - GWA will go to the site before finalizing an option for review for the gate construction for access.
- Marine Corps Base Forest Enhancement Irrigation (FEI)
  - No update
  - The DOD want to make sure the water requirement is correct.
- Umatac / Cetti Bay Easement
  - GWA General Counsel is still waiting on the attorneys from Land Management / CLTC.

### Court Order Summary (July 2020)

	Total Items	On-time Items Completed / Continuous	In Progress - late	Completed - Late	In Progress - on time	Performance %
Court order total	93	78	1	14	0	98.90%



	<b>Court Order Items</b>	%	Performance
Completed/Continuous - on time	78	84%	(on-time or
Completed - late	14	15%	completed)
In Progress - on time	0	0%	
In Progress - late	1	1%	98.9%
Totals	93	100%	98.9%

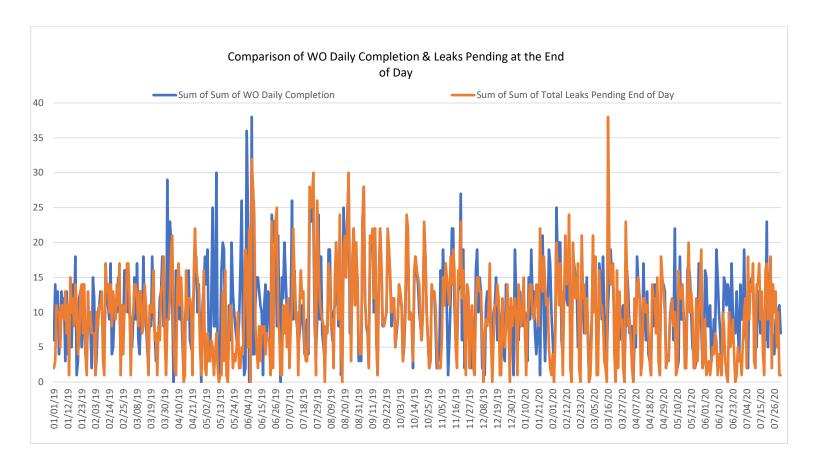
#### Court Order – Status Information (July 2020)

- 1 item delayed The Court Order is down to one item remaining, § II, (C), (29) Storage tank Repair. Restoration, Replacement or Relocation which is the item that will take longer than the "end" of the court order. That makes us 98.9% done with the CO.
- Final Date to complete all Court Order items will be delayed past December 31, 2020.
  - o CO 29(b) has been expanded by 31% beyond the original Court Order Requirements
  - o General Counsel is drafting filing for submission to District Court
  - o Additional impact resulted from delay of 2020 Bond issuance and there is also delay due to COVID-19 impacts
- Overflow or Bypass events reported to USEPA:
  - o 06-25-2020, S. Marine Corp Drive, Asan Sewer Line Bypass Hose broke
  - o 07-02-2020, 4th Street, Tiyan, Cleanout spill-contractor-broken cleanout cover
  - o SSO#199 Royal Orchid, Tumon Sewer Overflow FOG
  - o SSO#200 Pale San Vitores Rd., Tumon Sewer overflow FOG

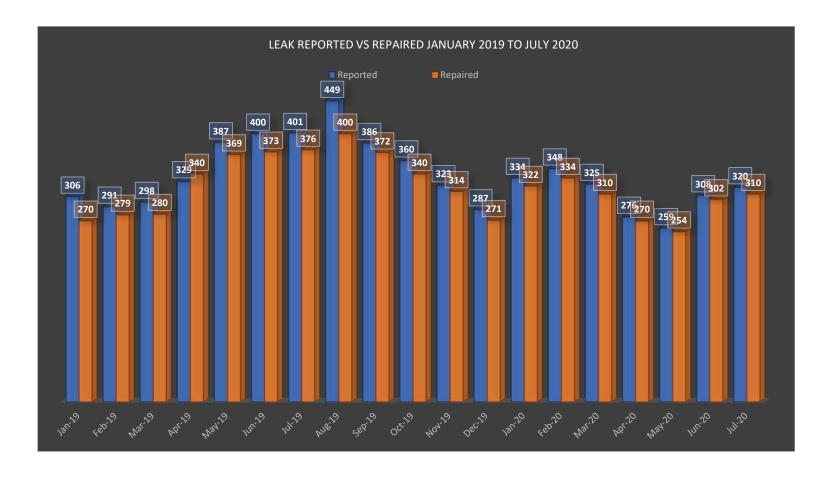
#### Land Acquisition Summary (June 2020)

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status						
Tanks	Astumbo	Gov't CLTC	Petition of Land Registration package forwarded to Attorney General by DLM 11/04/19. Follow up update status request emailed to DLM 05/14/2020.						
Tanks	Piti	Private	Received final comments from DoAg. Waiting on the archaeological report before we can submit 299 form.						
	Airport	Private	Property owners need more time for discussion with family regarding GWA's Offer Letter 07/04/2020. Emailed follow up request to property owner on status 08/11/2020.						
Deep Wells	AG-12	Dept. of Agriculture/Manhita Farms	Right of Entry Agreement sent to Dept of AG for signature 05/24/18. 2 <sup>nd</sup> follow up sent on 09/12/18. 3rd follow up sent on 04/10/19. Retracement Survey Property Map filed and recorded at DLM 7/10/19.						
Booster Pump Station	Agfayan	Private	TGE working on structural design for pump station area for L28, B19, T3734, Inarajan 11/07/19.						
Asan Springs	Asan	Federal	In order for NPS to issue a land ROW agreement with GWA, NPS has to complete NEPA first. GWA has HDR under contract to perform this work and an Environmental Assessment will be developed. The permit for the biological survey was submitted on 6/12/2020 and is currently still in the hands of NPS. NPS is waiting to confirm with USFWS on the threatened and endangered species that are of concern at the project location. They are just waiting on USFWS confirmation.						

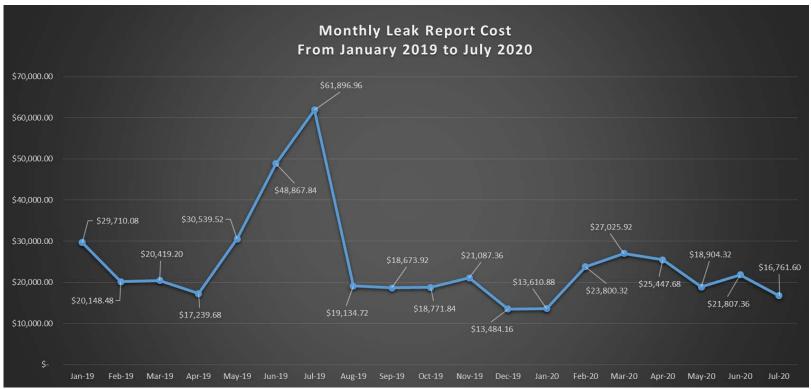
#### Leak Repair Summary (July 2020)



#### Comparison of Leaks Reported vs. Leaks Repaired (July 2020)



#### Monthly Leak Report Cost (July 2020)



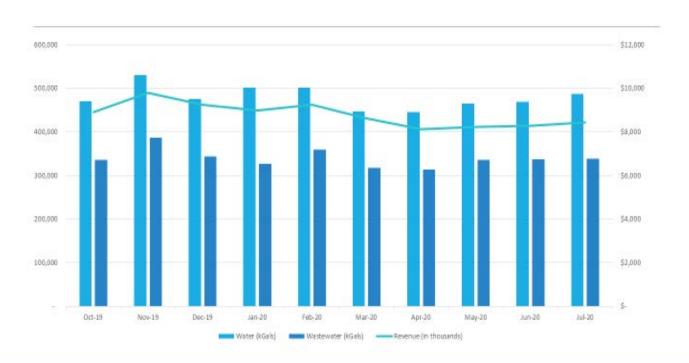
#### Assumptions:

- 1. Leak rate = 4 gpm
- 2. Cost per kgal = \$4.00

# **GWA Financial Overview**

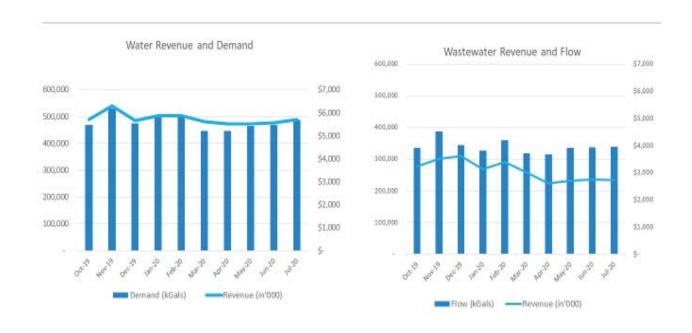
JULY 2020

# Overall Revenues and Demand/Flow



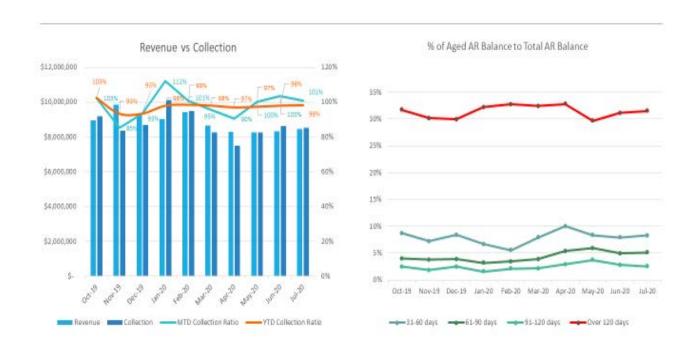
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# Overall Revenues and Demand/Flow

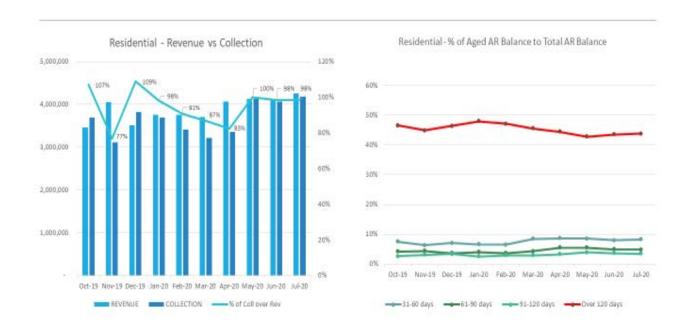


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## Overall Revenues and Collections

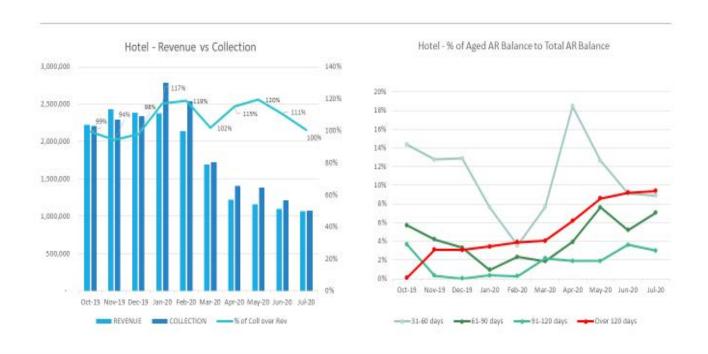


## Residential Revenues and Collections

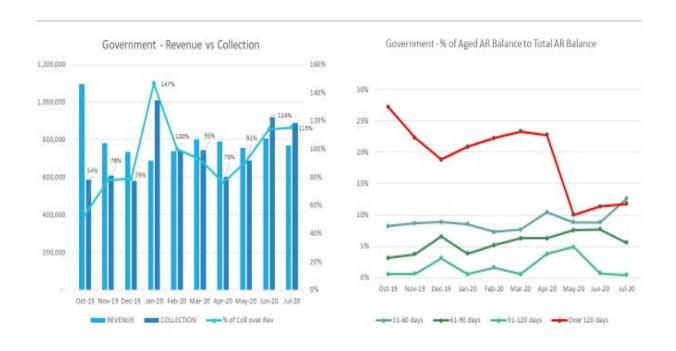


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## Hotel Revenues and Collections

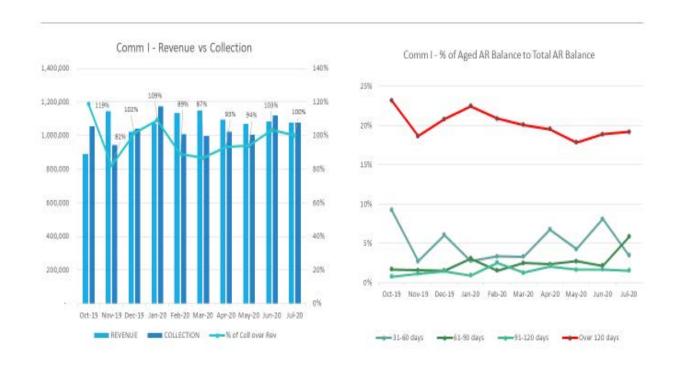


### Government Revenues and Collections



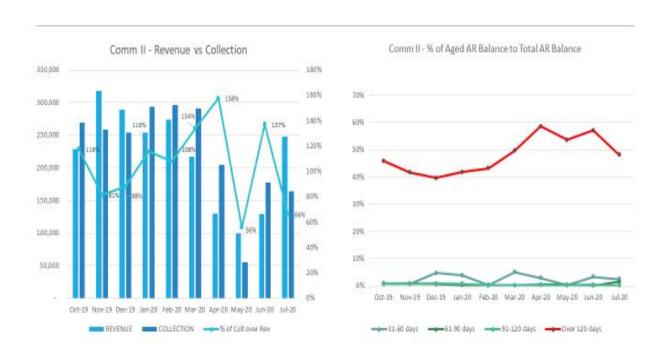
7

## Commercial I Revenues and Collections



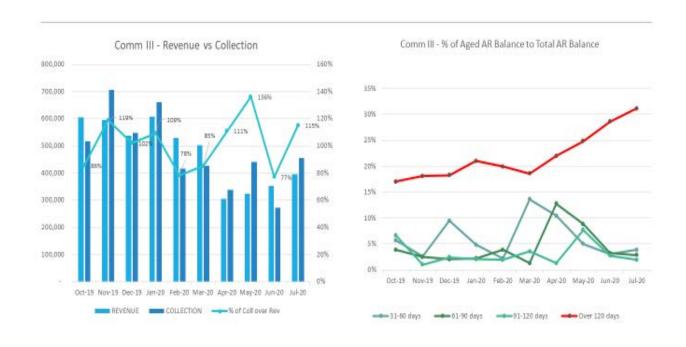
- 8

## Commercial II Revenues and Collections



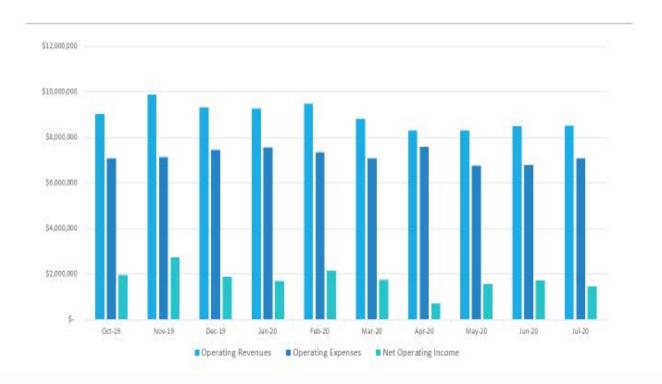
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## Commercial III Revenues and Collections



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## Income Statement FY2020



1

## **GWA Key Financial Indicators**

Indicator	Target	June 2020	July 2020
DSC YTD			
<ul> <li>Per Section 6.12 of Indenture</li> </ul>	1.25	1.27	1.30
Per PUC / CCU	1.40	1.27	1.30
YTD Month to Month Change in Net Assets		22%	23%
Days - Cash on Hand	120 days	292 days	296 days
Collection Ratio			
<ul> <li>Month to Date</li> </ul>	98%	103%	101%
<ul> <li>Year to Date</li> </ul>	98%	98%	98%
Days Billed	30	31	31
Account Receivable Days	45	48	48
Account Payable Days	45	35	37
Employee Count	400 FTE	384 FTE	382 FTE
Water Demand			
<ul> <li>Month to Date</li> </ul>	467,615	469,531	487,510
<ul> <li>Year to Date</li> </ul>	3,740,923	4,306,513	4,794,023
Wastewater Flow			
<ul> <li>Month to Date</li> </ul>	382,224	337,574	338,787
Year to Date	2,775,095	3,055,924	3,394,712
Water Customers	42,724	42,838	42,904
Wastewater Customers	29,604	29,518	29,684

1

2011 Court Order Performance Report Card / Dashboard as of 07/30/2020



## **Court Order Performance Report Card**

	Items	On-time Items	Items	Completed	Items on	Performance
		Completed/Continuous	Delayed	Late	Schedule	%
Court order total	93	78	1	14	0	98.9%

Legend in detail section below.

Fill Color	Meaning
Lime green	Done/Completed
Yellow	On Schedule
Blue	Behind Schedule
Violet	Completed Behind Schedule
Yellow Green	Ongoing and Continuous
reliow Green	Counted under Completed

#### 2011 Court Order Performance Report Card / Dashboard as of 07/30/2020

Name	SO #	No	Project	GWA SO	Due to	Status
				Timeline	EPA	
Northern District	2	1	Interim Primary Treatment Improvements Complete	09/30/2012	@EPA	Done Construction completed 12/13/2012
WWTP Primary Treatment Upgrades.	3(a)	2	Interim Effluent to meet Table 1	09/30/2012 monitoring started	@EPA	Done Table 1 compliance beginning January 9, 2013.  Done 3(a)(1) Application to increase to 7.5 MGD Approved 08/13/2017
Treatment opgrades.	3(a)(1)	3	PE Review (Application for 7.5 MGD pending)	3 months after compliance with 3(a)	@EPA	
	3(a)(2)	4	(Application for 9 MGD)	3 months after compliance with 3(a)(1)	N/A	Not considered necessary because of OEA Upgrade of NDWWTP to Secondary
	3(c)	5	Effluent monitoring (calendar-year quarter)	Completed	@EPA	Done. Full year completed 01/08/2012
	4(a)	6	Sludge & Biosolids Management Plan	12/31/2011	@EPA	Done. Biosolids to Landfill EPA Approval 08/17/2014
	4(a)	7	Adequate stabilization and dewatering	9/30/2012	@EPA	Done. By Design-Build contract.
	4(b)	8	Biosolids Management, Quarterly Report	Quarterly Report	@EPA	Ongoing Routine Monitoring Report, Repeats Quarterly
	4(c)	9	Biosolids Management, repair & replace facilities	09/30/2012	@EPA	Done Construction Complete 12/13/2012. Biosolids to Landfill
	4(d)	10	Biosolids Management, implement plan	9/30/2012	@EPA	Done - Biosolids to Landfill
Agaña WWTP Interim	5	11	Primary Treatment Plant Upgrades	06/30/2013	@EPA	Done. CEPT is operational and routine.
Measures.	5(a)	12	Scope and schedule	09/30/2011	@EPA	Done. CEPT is operational and routine.
	5(b)	13	Septage Handling Complete	06/30/2013	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(b) 1	14	Septage handling design contract signed	12/31/2011	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(b) 2	15	Septage handling construction notice to proceed	06/30/2012	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(c)	16	Grit and FOG Complete	06/30/2013	@EPA	Done Phase III CEPT is in operations.)
	5(c) 1	17	Grit and FOG design contract signed	12/31/2011	@EPA	Done Grit and FOG reported 06/06/2013
	5(c) 2	18	Grit and FOG construction notice to proceed	06/30/2012	@EPA	Done Submitted 11/17/2011
	5(d)	19	Repair Solids handling	11/17/2011	@EPA	Done Submitted 11/17/2011
	5(e)	20	O & M Plan	05/31/2013	@EPA	Done O & M Plan reported 05/31/2012
	5(f)	21	Effluent monitoring (calendar-year quarter)	Completed	@EPA	Done - Completed Full year as of 01/08/2012
	6	22	Prevent Effluent Back Surge	06/30/2013	@EPA	Done Old outfall decommissioned (plugged) 06/25/2013
	6	23	Effluent Back Surge Plan	12/30/2011	@EPA	Done Old outfall decommissioned (plugged) 06/25/2013
I&I SSES	7	24	Collection System SSES and I/I evaluation	Done.	@EPA	Done.
SSES Work Plan	8	25	Work Plan	180 days	@EPA	Done Reported 08/13/2012
	8(a)	26	Flow and rainfall data	N/A	@EPA	Done Reported 04/25/2013
	8(b)	27	I/I Southern	540 days	@EPA	Done Reported 04/25/2013
	8(c)	28	I/I Central	900 days	@EPA	Done Reported 04/28/2014
	8(d)	29	SSES Southern	540 days	@EPA	Done Reported 04/30/2013 – update 04/29.2016
	8(e)	30	SSES Central	900 days 09/15/2015 EPA Disap. Ltr.	@EPA	Done Late – Completed June 2, 2017
	8(e) 2	31	SSES Central Report	09/15/2015 EPA Disapproval Letter	@EPA	Done Late – Completed June 2, 2017
Agat / Santa Rita,	9(a)	32	By Pass Report	60 days	@EPA	Done Reported 01/04/2012
	9(b)	33	Flow Meter	180 days	@EPA	Done Reported 07/26/2012
	9(c)1,2,3	34	Report evaluating near term measures	180 days response sent 09/29/2014	@EPA	Done Reported 05/07/2012 GWA response 09/292014.
	9(d)	35	Implement near term measures d - Disinfection	03/23/2016	@EPA	Done Late EPA specifications of 9(c), 9(d) and 9(f) on 09/24/2015.
	9(e)	36	Implement near term measures e – sludge mgmt.	03/23/2016	@EPA	Done Reported 03/23/2016
	9(f)	37	Implement near term measures f – 75% Bypass Red.	03/23/2016	@EPA	Done Reported 03/23/2016
	10	38	System Evaluation	12/31/2013 response sent 09/29/2014	@EPA	Done Reported 12/28/2013 GWA response 09/29/2014 update 04/29/2016
	11	39	System Upgrades	03/14/2017 Plant became operational.	@EPA	Done Late New Agat WWTP on line 03/14/2017
	11(a)	40	System Upgrades design	06/30/2014-NTP 10/13/2014	@EPA	Done Late CCU approval 08/26/2014. NTP was issued on 10/13/2014
	11(b)	41	System Upgrades notice to proceed	06/30/2015-NTP 10/02/2015	@EPA	Done Late NTP Ph.1 issued 10/02/2015 - NTP Ph.2 due 01/04/2016
Baza Gardens	12(a)	42	Interim Measures Evaluation (Independent PE)	180 days	@EPA	Done Reported 05/07/2012, PMO task
	12(b)	43	Interim Measures Complete	540 days	@EPA	Done Reported 05/01/2013 PMO task
	12(c)	44	Evaluation Bio Solids Report	180 days	@EPA	Done-EPA Approval 08/28/2014
	12(d)	45	Complete Bio Solids	360 days	@EPA	<b>Done</b> Reported 03/21/2013
	13	46	System Evaluation	04/30/2014	@EPA	Done Reported 04/30/2014 GWA response 10/02/2014
	14	47	System Upgrades	04/31/2018	@EPA	Done Critical path need to complete I&I/SSES
	14(a)	48	System Upgrades, Design Starts	10/31/2015 NTP DCA 02/05/2016	@EPA	Done Late Linked to new Agat WWTP NTP DCA 02/05/2016
	14(b)	49	System Upgrades Construction (started on time)	10/31/2016	@EPA	Done Late Finished 12/31/2018.
	1 <del>1</del> (0)	70	Cyclom Cpgrades Constituction (started on time)	10/01/2010	WLI A	Л

#### 2011 Court Order Performance Report Card / Dashboard as of 07/30/2020

Name	SO#	No	Project	GWA SO	Due to EPA	
				Timeline		
Umatac-Merizo	15	50	Complete Evaluation	12/31/2013	@EPA	Done Reported 12/31/2013 Critical path, completed I&I/SSES
	16	51	System Upgrades	12/31/2018	@EPA	Delayed by US Fish and Wildlife issues – completed November 13, 2019
	16(a)	52	System Upgrades, Design Starts	06/30/2016	@EPA	Done Design Build contract executed 06/29/2017
	16(b)	53	System Upgrades, Notice to Proceed	06/30/2017	@EPA	<b>Done</b> NTP Issued 06/30/2017
Sewer Cleaning	17	54	Sewer Cleaning (in annual and quarterly reports)	2017-2022 Goal set: Complete Every 5 years	@EPA	Ongoing 1st round completed – Second cycle under way
Hot Spot Plan	18	55	Hot Spot Plan	EPA Revision letter o9/08/2015	@EPA	Done Last Revision submitted 10/23/2015 GWA WW Ops
CCTV	19	56	CCTV (in annual and quarterly reports)	Done- 2016	@EPA	Done Whole System, 2016 Continues as indicated by cleaning work.
Sewer Hook-Up	20	57	Sewer Hook-Up Revolving Loan Support	In Operation	@EPA	Done – available on GWA web site or at GWA Customer Service
GW Disinfection	21	58	Groundwater Chlorination	540 days	@EPA	Done Reported 04/29/2013
Chlorine Residual	22	59	Plan	180 days	@EPA	Done Reported 09/94/2012
Monitors	22(a)	60	High Risk Wells	540 days	@EPA	Done Reported 05/02/2013
	22(b)	61	Moderate Risk Wells	2 years	@EPA	Done Reported 07/31/2013
	22(c)	62	All Other Wells	Completed 07/31/2017	@EPA	Done Late – Completed 07/31/2017
Water Metering `	23(a)	63	Plan & schedule	180 days	@EPA	Done Late - Reported 05/08/2012
3	23(a)	64	All connections are metered and mapped	2 years	@EPA	Done Late – completed 11/15/2018
	23(b)	65	Plan repair & maintain	180 days	@EPA	Done GWA Test facility operational 06/28/2013
Ugum Surface Water	24	66	Construction complete	One year	@EPA	Done Reported 11/09/2012
Treatment Plant	24	67	PE Inspection	60 days before start-up	@EPA	Done EPA Approval 08/26/2014
	25	68	PE Performance Operation Assessment	60 days before start-up	@EPA	Done EPA Approval 08/26/2014
	26	69	O&M Plan and Procedures	90 days before start-up	@EPA	<b>Done</b> Reported 08/10/2012 EPA Approval 08/17/2014
	27	70	Plant compliance	365 days	@EPA	<b>Done</b> Reported 02/07/2013
Sinajana Water	28(a)	71	Existing Construction Complete	180 days	@EPA	Done Reported 12/23/2011
Transmission Line	28(b)	72	Hydraulic Evaluation	180 days	@EPA	Done EPA No Further Comment 08/26/2014
	28(c)	73	Construction Complete (2 tanks)	540 days from 11/21/2013	@EPA	Done Late GEPA Delays Tank Constr. Completed August 2015: In Service July 2016.
	28(d) 1	74	Monitoring Plan	90 days prior	@EPA	Done Reported 09/07/2012
	28(d) 1	75	Implement- Monitoring Plan	For one year after start up	@EPA	Done GWA Compliance - Start 09/01/2015 - end 08/31/2016
	28(d) 2	76	Monitoring Plan	180 days prior	@EPA	Done EPA Approval 08/26/2014
	28(e)	77	Implement- Monitoring Plan	For one year after start up	@EPA	Done - Start 09/01/2015 - end 08/31/2016
Storage Tank/Reservoir	29(a) 1	78	Plan hydraulic analysis	90 days	@EPA	Done Reported 11/09/2012
Rehabilitation and	29(a) 2	79	Hydraulic analysis	540 days	@EPA	Done EPA No Further Comment 08/26/2014
Replacement Program.	29(b) 1	80	Plan minimize service interruptions	90 days after approval	@EPA	Done EPA approval 08/26/2014
	29(b) 2	81	Tank inspection schedule	540 days	@EPA	Done EPA approval 08/26/2014
	29(b) 3	82	Complete Barrigada (1 @ 2 MG tank)	540 days	@EPA	Done
	29(b) 4	83	Assess additional 7 tanks	5 years (11/10/2016)	@EPA	Done DCA contract task
	29(b) 5	84	RRRR 7 additional tanks	5 years (11/10/2016)	@EPA	Done PMO executed procurement
	29(b) 6 i	85	RRRR 10 additional tanks	7 years (11/10/2018)	@EPA	Done – 11 tanks
	29(b) 6 ii	86	RRRR remaining tanks	12/31/2020	@EPA	In Progress, may exceed present time estimate
	29(c)	87	In Quarterly / Annual Report	Quarterly / Annual Report	@EPA	Ongoing GWA Compliance Repeats Quarterly
Section III	31(a)(1)	88	Quarterly Report	Jan., April, July, Sept. Continuous	@EPA	Ongoing Due by the 30 <sup>th</sup> of the specified months
REPORTING	31(a)(1)	89	Reports on Non Compliance	Within 30 days from determination of delay	@EPA	Ongoing As determined by GWA
REQUIREMENTS	31(b)	90	SSO and Bypass Report	Jan., April, July, Sept. Continuous	@EPA	Ongoing Due by the 30th of the specified months
	31(c)	91	Annual Report	January each year	@EPA	Ongoing Included with 31(a) each Year
041 IV NOTIOES			<u> </u>	January Cauri year	_	· · ·
Section IV NOTICES	35	92	CO contacts	A	@EPA	Ongoing GWA Compliance report 06/29/2016
	36	93	Formal notices of change in CO contacts	Whenever specified staffing changes	@EPA	Ongoing GWA Compliance report 06/29/2016



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Corrective Action Plan (CAP) (Approved 10/21/2014) Quarterly/Annual Update Report Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System

Prepared By: Paul Kemp and Vangie Lujan Update: July 30, 2020

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

#### **Preface to the Corrective Action Plan**

#### Reporting

Formal updates of the status of management of the Corrective Action Plan will be submitted on a regular basis to Region 9, LISEPA

The reports will be delivered on a quarterly basis beginning at the end of the next calendar-year quarter following the approval date of this Corrective Action Plan. Reporting will continue on a schedule by mutual agreement between GWA and Region 9 USEPA.

The vehicle to be used for this reporting will be an update of this document.

For Court Order updates/reporting, see the Court Order Submittals, e. g. Quarterly Reports.

#### 1. Sources—Lack of routine maintenance (both corrective and preventative of sources).

- Potential bacteriological and/or chemical contamination of source
- Many wells found to have leaking pipes and valves

#### Recommendation:

- Lack of adequate site security—missing or damaged fencing and signs of vandalism (graffiti) on structures should be repaired or replaced.
- Begin routine and corrective maintenance of all wellhead appurtenances and well facilities—meters, valves, pumps, air relief valves, piping pressure gauges, etc.

Remove unnecessary items (old lines, gauges, meters, etc.)

#### Action Plan:

GWA is implementing new O&M SOPs, programs and systems on an on-going basis.

Proposed Action Item Schedule	Task Description	
As of 06/25/2013.	55 new SOP's Implemented (assisted by CDM, EPA Grant)	
Drafts and planed	CDM continues work, particularly on Asset Management	
Average one a month by 06/30/2014	Complete new SOP's and implement	
Semi-annually beginning 01/2014	Training on SOP's Repeats Continuously, Managed for GWA by Ann Borja Supported by CDM Smith funded by EPA SRF.	
Updates (Reporting per Preface)	Supported by CDM Smith funded by EPA SRF CMMS is being implemented.	



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NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

#### Sources—No Wellhead Protection Plan

Many wells are located in close proximity to potential sources of fecal and other sources of contamination, and no wellhead protection plan in place for GWA wells.

- Potential bacteriological and/or chemical contamination of source
- · Wells located near potential sources of contamination

#### Recommendation:

- Possible sewage source upstream (Talofofo Falls Park) Should notify owner/operators of need to notify Ugum WTP if there is a spill or discharge
- Recreational activities on the Ugum River at the intake site which currently allow people in close proximity to the intake structure should be evaluated.

#### Action Plan

GWA will build from the existing 1992 Guam Law, Ch. 7 section 7130 of the Water Resource Development and Operating Regulations (GEPA) entitled "Well Head Protection for Public Water Supply Well". BC to develop a plan to improve monitoring of the wellhead. Plan to be in accordance with existing Guam EPA Wellhead Protection.

Proposed Action Item Schedule	Task Description
05/30/2013	First Draft for GWA review
06/03/2014	First Draft submitted to USEPA
06/29/2015.	Final Submitted to USEPA; EA Engineering Science and Technology, Inc
06/29/2015	Complete

## 3. <u>Sources Ugum</u>— Diesel fuel storage tank containment located near intake for Ugum Water Treatment Plant (WTP) is undersized;

Diesel fuel storage tank containment located near intake for Ugum Water Treatment Plant (WTP) is undersized; spill could contaminate the Ugum River. Potential chemical contamination of source

• Diesel fuel storage tank containment area at the intake was visibly undersized and was designed to discharge to the ground where it could flow downhill to the Ugum River

Comment: This item was incorrectly evaluated.

Tank is dual walled construction. Containment is adequate.

Tariti dada manda denerala denerala menerala dade dade.			
Proposed Action Item Schedule	Task Description		
	Provide documentation verifying dual wall construction.		
05/08/2013	Verification sent to EPA – Complete		

## 4. <u>Sources Well—</u> <u>Some wells have cracks and other openings in the well pads, well casings and improperly sealed sanitary seals.</u>

Some wells have cracks and other openings in the well pads, well casings and improperly sealed sanitary seals. These are direct openings for contamination to enter wells. Potential bacteriological or chemical contamination of source.

- Cracks in well pads and well casings and improperly sealed sanitary seals
- Lack of well pads at some locations

#### Action Plan:

Initiate repair. Document completion of repair. Engage consultant for independent confirmation of repair work and production of report.

Proposed Action Item Schedule	Task Description
12/1/2013	Initiate repair work
2/1/2013	Engage consultant Brown and Caldwell
4/30/2013	Complete repair work
5/5/2013	Draft report to GWA
6/6/2013	Report sent to USEPA - Complete



Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System

July 30, 2020

Prepared By: Paul Kemp and Vangie Lujan Update:

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

#### 5. Sources Well— Missing screens on well casing vents. Potential contamination of source. Missing screens on well casing vents Action Plan: Initiate repair. Document completion of repair. Engage consultant for independent confirmation of repair work and production of **Proposed Action Item Schedule Task Description** 12/1/2013 Initiate repair work 2/1/2013 Engage consultant Brown and Caldwell 4/30/2013 Complete repair work 5/5/2013 Draft report to GWA 6/6/2013 Report to USEPA Report sent to USEPA - Complete 5/13/2013

Wells have bypass lines that were rout	ss lines that were routed into the ground and off-site without an air gap. ted into the ground and off-site without an air gap. Potential contamination of source. tes that were routed into the ground and off-site without an air gap
Action Plan: Initiate repair. Document completion of report.	f repair. Engage consultant for independent confirmation of repair work and production of
Proposed Action Item Schedule	Task Description
12/1/2013	Initiate repair work
2/1/2013	Engage consultant Brown and Caldwell
4/30/2013	Complete repair work
5/5/2013	Draft report to GWA
6/6/2013	Report to USEPA
5/23/2013	Report sent to USEPA - Complete

7. Sources SpringLack of operating flow meter at spring source	ce makes operation (including chlorine dosing) problematic.
Difficulty in ensuring adequate chlorination/disinfection	

Recommendation:

Remove heavy vegetative growth around the clear well structure.

Implement routine and corrective maintenance at all spring appurtenances—meters, valves, pumps, piping, pressure gauges, etc.

Action Plan:

Initiate repair. Document completion of repair.

Proposed Action Item Schedule	Task Description
12/1/2013	Initiate repair work
4/30/2013	Complete repair work
6/6/2013	Report to USEPA
5/23/2013	Report sent to USEPA - Complete

#### 8. Sources Spring-- Santa Rita Spring Box (Clear Well) -

- Gaps between corrugated metal roof and clear well walls allow entry by animals, birds and reptiles. Allow bacteriological contamination to enter source.

Action Plan:

Initiate repair. Document completion of repair.

Proposed Action Item Schedule	Task Description
05/08/2013	Reported to USEPA - Complete



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#### Corrective Action Plan (CAP) (Approved 10/21/2014) Quarterly/Annual Update Report

Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System

Prepared By: Paul Kemp and Vangie Lujan Update: July 30, 2020

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

## 9. <u>Treatment-- Lack of operations and maintenance (Ugum, Santa Rita Spring)</u> Recommendation:

• Implement routine and corrective maintenance at all spring appurtenances—meters, valves, pumps, piping, pressure gauges, etc.

Ugum training on O&M will be regular refresher classes on annual basis.

Action Plan:	
Proposed Action Item Schedule	Task Description
Santa Rita Spring (Ground Water)	
05/08/2013	Santa Rita Spring O&M training was completed an has been sent to USEPA.
05/08/2013	O&M is now under Production Section.
05/31/2014 etc.	Santa Rita Spring O&M training will have annual refreshers.
Ugum Surface Water Treatment Plant	
11/19-23/2012	Latest Training by Siemens/Smithbridge
07/23/2013	Additional Specialized training on coagulation optimization for membranes
08/01/2013	Training certification sent to USEPA
07/01/2014 and thereafter.	O&M training will have annual refreshers.
Court Order project r	See Court Order Section II C 26 Ugum SOP's - Complete

10. Treatment Lack of operating turbidimeter at Santa Rita Spring source.	
Action Plan: Initiate repair. Document completion of repair.	
Proposed Action Item Schedule	Task Description
05/08/2013	Verification submitted to USEPA - Complete

11. Treatment Plant operators do not regularly conduct jar tests and do not optimize precursor removal at Ugum WTP.	
Action Plan:	
Prepare Bid or Change Order for TOC. Prepare documentation of training. Provide copies of regular reporting.	
Proposed Action Item Schedule	Task Description
5/15/2013	Prepare change order for installation of TOC and appurtenances. Smithbridge
08/12/2013	Completed installation of on-site TOC analyzer.
08/15/2013	Completed training of operators on site TOC analyzer.
07/23/2013	Additional Specialized training on coagulation optimization for membranes
08/01/2013	Training certification sent to USEPA – Complete

12. Treatment Inadequate turbidity monitoring and reporting at Ugum	
Action Plan: Address re-programming SCADA. Provide copies of daily submittals sent to GEPA and monthly submittals, and send example reports to USEPA as documentation.	
Proposed Action Item Schedule	Task Description
06/06/2013	Send documentation of conformance to USEPA
05/30/2013	Sent documentation of conformance to USEPA - Complete



Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System

Paul Kemp and Vangie Lujan Update: July 30, 2020 Prepared By:

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

13. Treatment At least one well (D-5) did not have a chlorination system in place		
Action Plan: Explain that D-5 well is not a point of entry into the potable distribution system issue.		
Proposed Action Item Schedule	Task Description	
Proposed Action Item Schedule 6/6/2013	Task Description  Report to USEPA	

14. Treatment Well At least one well, the well log indicated chlorine gas had run out in the past (April 29, 2012) Inadequate chlorination/disinfection could result in exposure to bacteriological contamination.	
Action Plan: GWA to provide the log sheets. This finding is a result of an incorrect assessment	
Proposed Action Item Schedule	Task Description
6/6/2013	GWA to send USEPA the log sheet – interpretation was incorrect.
05/31/2013	Sent to USEPA - Complete

ı	15. Water Storage Severe internal/external rust and corrosion including roofs, roof vents, walls, base and other welds,
ı	anchors allows contaminants to enter tanks.
ı	Recommendation:
ı	GWA should properly maintain facilities and grounds (remove overgrown vegetation, take away garbage, repair security
ı	breaches, etc.

Action Plan:
This is a Court Order project. Work performed will be in accordance with the 2011 court order.

Proposed Action Item Schedule	Task Description
In Progress – Court Order.	See CO Section II C Paragraph 29, Quarterly and Annual Reports-In Progress

16. Water Storage Bolts, many completely rusted through, compromise structural stability of tanks.  Recommendation: Potential for tank failure	
<u>Recommendation</u> . Fotential for fails failigle	
Action Plan:	
This is a Court Order project. Work performed will be in accordance with the 2011 court order Paragraph 29.	
Proposed Action Item Schedule	Task Description
Court Order project.	See CO Section II C Paragraph 29, Quarterly and Annual Reports

17. Water Storage Inadequate Site Security (holes in fences, missing gates) and unlocked hatches allow easy access to		
tanks (as demonstrated by vandalism at many tanks). Potential for access by public and consequent contamination.		
Action Plan: This is a Court Order project. Work performed will be in accordance with the 2011 court order Paragraph 29. GWA will correct on tanks undergoing major repairs.		
Proposed Action Item Schedule	Task Description	
Court Order project.	See CO Section II C Paragraph 29, Quarterly and Annual Reports	

18. Water Storage Leaking tanks.	
Recommendation: Could allow contamination to enter.	
Action Plan:	
This is a Court Ordered project. Work performed will be in accordance with the 2011 court order Paragraph 29.	
Proposed Action Item Schedule	Task Description
Court Order project.	See CO Section II C Paragraph 29, Quarterly and Annual Reports



Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System

Prepared By: Paul Kemp and Vangie Lujan Update: July 30, 2020

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19. Water Storage Flooded, uncover	red and unsecured valve vaults
Could allow contamination to enter.	
Action Plan: This is a Court Ordered project. Work p GWA will correct on tanks undergoing n	performed will be in accordance with the 2011 court order Paragraph 29. najor repairs.
Proposed Action Item Schedule	Task Description
Court Order project.	See CO Section II C Paragraph 29, Quarterly and Annual Reports- Complete

20. Water Storage No screen or flag	oper on the storage tanks' overflows.
Potential for access by public and cons	sequent contamination.
Action Plan:	formed will be in accordance with the 2011 court order Paragraph 29.
GWA will correct on tanks undergoing n	0 1
Proposed Action Item Schedule	Task Description
Court Order project.	See CO Section II C Paragraph 29, Quarterly and Annual Reports - Complete

21. Water Storage Ladders not locke	ed, allow easy potential access by vandals.
Action Plan: This is a Court Order project. Work per GWA will correct on tanks undergoing n	formed will be in accordance with the 2011 court order Paragraph 29. najor repairs.
Proposed Action Item Schedule	Task Description
Court Order project.	Repairs Complete

22. Water Storage Ladders severely	corroded or no cage will prevent adequate maintenance
Action Plan: This is a Court Order project. Work per	formed will be in accordance with the 2011 court order Paragraph 29.
Proposed Action Item Schedule	Task Description
Court Order project.	Repairs Complete

23. <u>Distribution System Inadequate</u> Potential for backflow/backpressure ar	e cross connection control program exists within GWA. nd contamination.
Action Plan: Engage consultant to develop how GW implementing a program.	/A can plan for backflow prevention program. Create report documenting procedures for
Proposed Action Item Schedule	Task Description
02/01/2013	Engage consultant Brown and Caldwell
05/05/2013	Submit draft plan for GWA review
06/05/2013	Submitted draft plan to USEPA
NTP issued.	Draft Detailed Cross-Connection Control Plan by PMO Work Order.
Pending CCU approval	GWA recruiting positions to man and execute this project.
Included in Plan	Detailed Cross-Connection Control Plan Technical Memo Completed, supplemental update is in progress prior to submittal for CCU approval.
Program Pending Formal Adoption	Draft plan Completed 02/16/2018. Implementation in Progress



Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System Paul Kemp and Vangie Lujan Update: July 30, 2020

Prepared By:

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

24. Distribution System-- Undersized water lines impact water pressure and water quality and contribute to potential crossconnections.

Potential for backflow/backpressure and contamination.

Engage consultant to develop how GWA can plan for small diameter pipeline replacement program. Create report documenting procedures for implementing a program.

Proposed Action Item Schedule	Task Description
02/01/2013	Engage consultant Brown and Caldwell
05/05/2013	Submit draft plan for GWA review
06/05/2013	Submitted draft plan to USEPA
10/01/2013	Approved Plan/CIP for line replacement.
12/31/2013	Submit Approved Plan/CIP for line replacement to PUC.
04/30/2014	Approved of Plan/CIP for line replacement by PUC.
07/01/2014	Begin line replacement program for small diameter pipelines.
01/01/2024	Complete small diameter pipeline replacement.
Updates (Reporting per Preface)	See GWA CIP at < http://guamwaterworks.org/wp-content/uploads/2017/04/GWA-CIP-
Opuates (Neporting per Freiace)	Update-January-2017-FINALpdf >.

25. Pumps-- No pump controls at many of the booster pump stations; lack of maintenance. Leaking seals in pumps and valves results in intermittent service and supply, lower reliability and decreased pressure.

Recommendation:

Implement routine and corrective maintenance at all spring appurtenances—meters, valves, pumps, piping, pressure gauges, etc.

#### Action Plan:

Initiate repair. Engage consultant for independent analysis and condition assessment of booster pumping stations. Consultant to develop schedule and cost estimates for implementing upgrades of booster pumping stations. Consultant to prepare a report for rehabilitation program.

Proposed Action Item Schedule	Task Description
12/01/2012	Initiate immediate repairs
02/01/2013	Engage consultant Brown and Caldwell
02/26/2013	5-year CIP approved by CCU
04/30/2013	Complete immediate repairs
05/05/2013	Submit draft report to GWA for review
09/06/2013	Submitted draft report to USEPA for approval
03/30/2014	Final plan for booster station repairs.
Updates (Reporting per Preface)	See GWA CIP at < http://guamwaterworks.org/wp-content/uploads/2017/04/GWA-CIP- Update-January-2017-FINALpdf >.



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Update: July 30, 2020

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

## 26. Pumps-- Lack of adequate backup pumps. Flooding of booster pump stations. Results in intermittent service and supply, lower reliability and decreased pressure

Action Plan:

Initiate repair. Engage consultant for independent analysis and condition assessment of booster pumping stations. Consultant to develop schedule and cost estimates for implementing upgrades of booster pumping stations. Consultant to prepare a report for rehabilitation program.

Proposed Action Item Schedule	Task Description
12/01/2012	Initiate immediate repairs
02/01/2013	Engage consultant Brown and Caldwell
02/26/2013	5-year CIP approved by CCU
04/30/2013	Complete immediate repairs
05/05/2013	Submit draft report to GWA for review
09/06/2013	Submitted draft report to USEPA for approval
03/30/2014	Final plan for booster station repairs.
Updates (Reporting per Preface)	See GWA CIP at < <a href="http://guamwaterworks.org/wp-content/uploads/2017/04/GWA-CIP-update-January-2017-FINALpdf">http://guamwaterworks.org/wp-content/uploads/2017/04/GWA-CIP-update-January-2017-FINALpdf</a> >.

#### 27. Pumps-- No controls on well pumps or booster pumps.

Results in intermittent service and supply, lower reliability and decreased pressure.

#### Action Plan

Initiate repair. Engage consultant for independent analysis and condition assessment of booster pumping stations. Consultant to develop schedule and cost estimates for implementing upgrades of booster pumping stations. Consultant to prepare a report for rehabilitation program.

Proposed Action Item Schedule	Task Description
12/01/2012	Initiate immediate repairs
02/01/2013	Engage consultant Brown and Caldwell
02/26/2013	5-year CIP approved by CCU
04/30/2013	Complete immediate repairs
05/05/2013	Submit draft report to GWA for review
09/06/2013	Submitted draft report to USEPA for approval
03/30/2014	Final plan for booster station repairs.
Updates (Reporting per Preface)	See GWA CIP at < http://guamwaterworks.org/wp-content/uploads/2017/04/GWA-CIP- Update-January-2017-FINALpdf >.

#### 28. Pumps-- Leaking pump seals, valves, lines, and highly rusted piping.

Results in intermittent service and supply, lower reliability and decreased pressure.

#### Action Plan

Initiate repair. Engage consultant for independent analysis and condition assessment of booster pumping stations. Consultant to develop schedule and cost estimates for implementing upgrades of booster pumping stations. Consultant to prepare a report for rehabilitation program.

Proposed Action Item Schedule	Task Description
12/01/2012	Initiate immediate repairs
02/01/2013	Engage consultant Brown and Caldwell
02/26/2013	5-year CIP approved by CCU
04/30/2013	Complete immediate repairs
05/05/2013	Submit draft report to GWA for review
09/06/2013	Submitted draft report to USEPA for approval
Maintenance work in progress	Begin program for booster station repairs, copy to USEPA
Updates (Reporting per Preface)	See GWA CIP at < http://quamwaterworks.org/wp-content/uploads/2016/02/GWA-CIP-2015-to-2020-CCU-102715-final-ver.pdf >.



 $\label{thm:continuous} \mbox{Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System}$ 

Prepared By: Paul Kemp and Vangie Lujan Update: July 30, 2020

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

29. Water Quality Inadequate moni	toring and reporting – Ugum WTP and Santa Rita Spring (turbidity and chlorine residual)
exceedances (violations) may be going	g undetected and unreported.
Recommendation:	
Continue to improve utility-wide comm	unications to address previous lack of complete communication between departments.
Action Plan: GWA has made this KPI	and it is managed via weekly reports
Proposed Action Item Schedule	Task Description
06/06/2013	GWA to submit weekly report documentation to USEPA.
05/30/2013	GWA submitted documentation to USEPA. Complete

30. SDWA Compliance Lead ar	d Copper Rule monitoring overdue.
	CR monitoring and will proceed to complete and continue as required by the rule without lule and process. If GEPA ever decides to participate, GWA will make additions that are
Proposed Action Item Schedule	Task Description
Proposed Action Item Schedule 12/04/2012	Task Description  Routine Procedure started.
12/04/2012	Routine Procedure started.

	sed Stage 2 Disinfection/Disinfectant Byproducts rule (DBP) Rule MCL Violations.
required public notification.	
Action Plan:	
Continue to report in CCR and add qua	rterly mailings to Central (GU0000003) and or Southern (GU0000001) System customers.
GWA to await schedule for Navy water	compliance schedule from Fena Reservoir for Central (GU0000003).
Proposed Action Item Schedule	Task Description
05/20/2013	Southern (GU0000001) System is now compliant with Stage 2 DBP Rule
05/20/2013	Central (GU0000003) System is compliant with Stage 2 DBP Rule in all areas except
03/20/2013	one small part of Agat. Mailings to all Central Customers will continue until clear.
06/06/2013	Initiated quarterly mailings to affected customers. [Central (GU0000003)]
Consequitive System Management	GWA continues to reduce purchases of water from the Fena SWTP which has made the
Consecutive System Management	difference in the Central (GU0000003) System.
	DBP exceedance Central (GU0000003) System has ended with changes in the Navy
Navy Water is now in compliance	Fena Surface Water Treatment Plant's operations, achieving compliance with the Stage
	2 DBP Rule.
Quarterly mailings are discontinued.	Complete

32. Administration No formal, comprehensive training program for operators and other personnel.  Can result in inappropriate or inadequate operation and negative impacts on water quality.							
Action Plan:	Action Plan:						
GWA to complete an annual Workforce  Proposed Action Item Schedule	Task Description						
01/16/2014	First Annual Workforce Development (Training) Report.						
Regular Training Scheduled	Adapted dependent on subject matter. Assisted by PMO.						
Updates (Reporting per Preface)	Updates (Reporting per Preface) See Comprehensive management Plan 08/27/2013						
Provided by GWA and AWWA	Training programs are managed by GW's Personnel Development specialist in conjunction with AWWA-HIWPS						

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Guam Waterworks Authority Sanitary Survey Significant Deficiencies for the Water System repared By: Paul Kemp and Vangie Lujan **Update**: July 30, 2020

NEIC Work Product No. VP0989E01 GWA Sanitary Survey Significant Deficiency Items:

33. Administration-- Hydraulic model is neither complete nor accurate enough to make operational or design decisions.
Results in poor design and operational decisions impacting water quality.

Action Plan:
This is a Court Ordered project. Work performed will be in accordance with the 2011 court order Paragraph 29(a)(2).

Proposed Action Item Schedule

Task Description

05/03/2013 Court Order project
Submitted Hydraulic Model report to USEPA under CO 29(a)(2). Complete

34. Administration- No preventative maintenance programs for most operational areas.  Many system components in varying levels of disrepair or failure put system at risk for contamination.							
Action Plan: GWA is working with USEPA and CDM to improve Asset Management							
Proposed Action Item Schedule	Task Description						
In Progress	GWA/CDM-Smith Asset Management program						
Continuously updated	GWA Asset Management program – Lucity CMMS being populated – GWA has formed a formal SOP management committee which is now reformatting all SOPs into a Standard Format as well as seeing that any gaps are in a pogrom for creation and implementation.						

decisions.	ted, but do not have the capacity to analyze the information to assist with operational rational data can result in poor system operations and consequent risk for contamination								
Action Plan: GWA will improve data collection and a	ssessment function – SOP's and Training are in planning stages.								
Proposed Action Item Schedule	Task Description								
2013	New SOP's and Training								
2013 through 2018 Five year development plan for staff capacity for data retrieval and analysis.									
Evolved, data collection upgraded.									
Updated per Preface	Creation of Management analyst positions is completed.								

36. Administration Lack of Standard Operating Procedures ("SOPs").								
Action Plan: GWA will conduct SOP training								
Proposed Action Item Schedule	Proposed Action Item Schedule Task Description							
As of 06/25/2013.	55 new SOP's Implemented (assisted by CDM, EPA Grant)							
Drafts and planed	CDM continues work, particularly on Asset Management							
Average one a month my 06/30/2014	Complete new SOP's and implement							
09/06/2013	Reported status to USEPA							
Quarterly - Continuous	Quarterly - Continuous Training on SOPs is being updated.							
Updates (Reporting per Preface)								

37. Operator Compliance No proper operator certification for system type.								
Inadequately trained operators do not	Inadequately trained operators do not perform process control adequately, which impacts finished water quality.							
Action Plan: GWA disputes the desc	ribed deficiency. GWA has always been in compliance.							
Proposed Action Item Schedule	Proposed Action Item Schedule Task Description							
06/06/2013 Submit Certification information USEPA.								
05/24/2013	Certification information sent to USEPA - Complete							

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Prepared By: Paul Kemp and Vangie Lujan

Update: July 30, 2020

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38. Operator Compliance Plant operators do not regularly conduct jar tests. Inadequately trained operators do not perform process control adequately, which impacts finished water quality.							
Proposed Action Item Schedule	Task Description						
5/15/2013	Prepare change order for installation of TOC and appurtenances. Smithbridge						
08/12/2013	Completed installation of on site TOC analyzer.						
08/15/2013	Completed training of operators on site TOC analyzer.						
07/23/2013	Additional Specialized training on coagulation optimization for membranes						
08/01/2013	Training certification sent to USEPA - Complete						
06/01/2017	TOC unit has become inoperative – efforts to restore it do not seem to be effective,						
05/20/2019	Current plan is to replace the original TOC analyzer with one that has local service support. This is in procurement. Procurement in progress. Meanwhile testing will be done using a Hach spectrophotometer.						

39. Operator Compliance Plant op coagulant dosing.	erators and engineering staff did not understand the correlation between ineffective
	perform process control adequately, which impacts finished water quality.
Proposed Action Item Schedule	Task Description
5/15/2013	Prepare change order for installation of TOC and appurtenances. Smithbridge
08/12/2013	Completed installation of on site TOC analyzer.
08/15/2013	Completed training of operators on site TOC analyzer.
07/23/2013	Additional Specialized training on coagulation optimization for membranes
08/01/2013	Training certification sent to USEPA - Complete
06/01/2017	TOC unit has become inoperative – efforts to restore it do not seem to be effective,
05/20/2019	Current plan is to replace the original TOC analyzer with one that has local service support. This is in procurement. Procurement is in progress. Meanwhile testing will be done using a Hach spectrophotometer.

40. Operator Compliance No level 4 Operator is actually located on site at the Ugum WTP, as required.									
Violation of Guam Operator Certification	Violation of Guam Operator Certification requirement.								
Action Plan:	Action Plan:								
Level 4 operators are not required at	Level 4 operators are not required at Ugum, Current status requires only Level 3 operators. GWA has always been in								
compliance.									
Proposed Action Item Schedule	Proposed Action Item Schedule Task Description								
06/06/2013 Submit Certification information USEPA.									
05/24/2013 Certification information sent to USEPA - Complete									

#### Status Summary: as of May 20, 2019

Corrective Action Plan Legend	Fill Color	No. of Items
Information and/or future steps	No Fill	
Completed – no further action-or pending EPA approval	Green	39
Court Order Managed items (some are completed- the others are on schedule)	Yellow	0
Court Order Managed items (behind schedule)	Blue	1
Continuous (Long Term Commitment/Reporting)	Yellow-Green	10

GWA Utility Services Division Monthly Status Report Month ending JULY 2020

FY2020									PREVIOUS	MONTH
UTILITY SERVICES DIVISION ACTIVITIES		WEEK ENDING: 07/04/20	WEEK ENDING: 07/11/20	WEEK ENDING: 07/18/20	WEEK ENDING: 07/25/20	WEEK ENDING: 08/01/20	JULY 2020 MONTHLY TOTAL	WEEKLY AVERAGE JULY 2020	WEEKLY AVERAGE JUN 2020	JUN 2020 MONTHLY TOTAL
Collections Activities:										
I.	Number of accounts cut for nonpayment:	0	0	0	0	0	0	0	0	0
II.	Number of accounts restored for nonpayment:	4	6	5	5	2	22	4	0	0
III.	Number of No water reports responded to:	5	5	8	0	2	20	4	0	0
IV.	Number of Secure/Unsecure valve reports responded to:	9	8	17	4	11	49	10	0	0
V.	Number of Verify reads responded to:	0	0	0	0	0	0	0	0	0
VI.	Number of new pay plans negotiated for active accounts:	278	105	92	67	80	622	124	153	766
VII.	Number of active pay plans negotiated and ongoing:	308	329	362	404	476		376	540	
VIII.	Number of inactive accounts with a payment arrangement:	7	7	7	7	7		7	0	
IX.	Number of broken payment plans:	45	63	83	56	44	291	58	40	202

VIII.	Number	r of inactive accounts with a payment arrangement:	7	7	7	7	7		7	0	1
IX.	Number	of broken payment plans:	45	63	83	56	44	291	58	40	202
		, ,							1		
Custome	r Servic	ce Activities (lobby visits):									
A.	GBN Pub	blic Service Building – Fadian									
	i.	Total Customers Assisted:	249	209	182	177	159	976	195	229	1143
	ii.	Total Abandoned Requests:	1	5	2	4	3	15	3	2	8
	iii.	Average Wait Time:	12 minutes	10 minutes	5 minutes	3 minutes	8 minutes		7.6 minutes	9.4 minutes	
	iv.	Average Service Time:	10 minutes	11 minutes	10 minutes	6 minutes	14 minutes		10.2 minutes		
	٧.	Purpose of lobby visit:	10 minutes	11 minutes	10 111111111111111111111111111111111111	o minutes	14 11111141113		10.2 minutes	11.4 1111114163	
	٧.	Apply for water:	55	67	61	56	55	294	59	66	331
		Restore water cut for non payment:	0	1	3	1	1	6	1	1	6
			12	11	13	9	13	58	12	15	76
		Terminate Water:     Copy of Bill:	15	32	18	14	12	91	18	18	91
		• •						212			240
		5. Billing Dispute:	57	46	30	45	34		42	48	
		6. Billing Dispute follow up:	0	0	0	0	0	0	0	0	0
		7. General Questions & Other:	47	39	41	40	31	198	40	51	255
		8. Report a water leak:	0	0	0	1	0	1	0	1	3
		9. Report water theft:	0	0	0	0	0	0	0	0	0
		10. Payment Arrangement:	63	13	16	11	12	115	23	28	141
В.	Julale Sa	atellite Office – Hagatna									
	i.	Total Customers Assisted:	219	164	236	196	202	1017	203	87	436
	ii.	Total Abandoned Requests:	13	3	9	10	18	53	11	5	23
	iii.	Average Wait Time:	20 minutes	14 minutes	12 minutes	8 minutes	10 minutes		12.8 minutes	7.4 minutes	
	iv.	Average Service Time:	7 minutes	8 minutes	10 minutes	11 minutes	11 minutes		9.4 minutes	5 minutes	
	v.	Purpose of lobby visit:									
		Apply for water:	62	60	57	50	67	296	59	24	118
		Restore water cut for non payment:	1	0	1	0	2	4	1	0	2
		Terminate Water:	25	15	22	19	27	108	22	9	46
		4. Copy of Bill:	39	42	55	25	40	201	40	18	89
		5. Billing Dispute:	50	32	50	41	34	207	41	18	90
		6. Billing Dispute follow up:	0	0	1	0	1	2	0	10	5
		7. General Questions & Other:	19	18	34	49	22	142	28	12	62
			0	0	0	0	0	0	0	0	02
		8. Report a water leak:	0	0	0	0	0	0	0	0	0
l		9. Report water theft:	73	17	16	12	9	127	25	22	110
_	Hanas T	10. Payment Arrangement:	/3	1/	16	12	9	127	25	22	110
C.		umon Satellite Office – Upper Tumon	205		470	101		225	100		760
	i.	Total Customers Assisted:	205	210	170	194	216	995	199	154	768
	ii.	Total Abandoned Requests:	7	6	4	4	4	25	5	5	24
	iii.	Average Wait Time:	4 minutes	3 minutes	2 minutes	3 minutes	3 minutes		3 minutes	3.4 minutes	<del></del>
	iv.	Average Service Time:	11 minutes	12 minutes	11 minutes	12 minutes	19 minutes		13 minutes	12.6 minutes	
	٧.	Purpose of lobby visit:									
		Apply for water:	40	57	43	65	83	288	58	43	214
		<ol><li>Restore water cut for non payment:</li></ol>	4	2	0	5	5	16	3	1	7
		Terminate Water:	15	38	21	21	30	125	25	17	84
		4. Copy of Bill:	13	18	8	6	14	59	12	15	76
		<ol><li>Billing Dispute:</li></ol>	43	46	53	53	63	258	52	35	173
		<ol><li>Billing Dispute follow up:</li></ol>	0	1	3	1	3	8	2	0	1
		<ol><li>General Questions &amp; Other:</li></ol>	17	17	25	27	18	104	21	18	88
		8. Report a water leak:	0	1	0	0	0	1	0	0	0
1		9. Report water theft:	0	0	0	1	0	1	0	0	0
		10. Payment Arrangement:	73	30	19	15	10	147	29	28	139

GWA Utility Services Division Monthly Status Report Month ending JULY 2020

FY2020								PREVIOUS	МОПТН
UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 07/04/20	WEEK ENDING: 07/11/20	WEEK ENDING: 07/18/20	WEEK ENDING: 07/25/20	WEEK ENDING: 08/01/20	JULY 2020 MONTHLY TOTAL	WEEKLY AVERAGE JULY 2020	WEEKLY AVERAGE JUN 2020	JUN 2020 MONTHLY TOTAL
Customer Service Activities (Electronic):  i. Emails Recieved:									
Emails Recieved:     1. customers@guamwaterworks.org:	291	245	223	202	199	1160	232	224	1120
Request type (email):		•	•			•			
a. Apply for water:	36	32	31	22	25	146	29	33	167
b. Terminate Water:	23	12	25	14	19	93	19	18	88
c. Copy of Bill:	1	2	1	0	3	7	1	6	31
d. Billing Dispute & follow up:	10	17	19	14	6	66	13	16	78
e. General Questions & Other:	119 0	97 1	73 4	75	75 0	439 7	88	59	297
f. Report a water leak: g. Report water theft:	0	0	0	0	0	0	0	2	12 12
h. Online services inquiry:	102	84	70	75	71	402	80	87	435
gwaservesme@guamwaterworks.org (realtors/prop	0	0	0	0	0	0	0	0	0
ii. Emails Replied (both):	161	108	127	114	93	603	121	187	935
Call Center Activities:									1
i. Calls Recieved:	2829	2039	1732	1471	1312	9383	1877	1987	9936
ii. Calls Immediately Answered:	638	716	636	537	724	3251	650	803	4017
iii. Calls Abandoned:	139	92	73	64	66	434	87	100	501
iv. Calls Handled by Voice mail:	2050	1231	1022	869	521	5693	1139	1083	5413
v. Average duration of call:	3 minutes	6 minutes	2 minutes	5 minutes	4 minutes		4 minutes	7 minutes	
vi. Breakdown by request type:									
<ol> <li>Apply/Terminate info:</li> </ol>	25	28	32	33	49	167	33	38	189
Automated Telphone Call:	1	0	0	0	0	1	0	0	1
3. Balance Inquiry:	51	66	49	68	75	309	62	81	405
4. Call Back:	38	32	24	22	20	136	27	33	166
5. Dispatch:	9	21 0	21 0	32	17 5	100 8	20	17 3	83 13
6. Dispute: 7. Follow-up:	24	49	15	17	45	150	30	37	183
8. General Questions & Other:	115	147	93	58	148	561	112	138	689
9. Route Calls to GWA Staff:	120	163	137	91	187	698	140	84	420
10. No Water:	7	6	19	2	8	42	8	33	166
11. Online/Phone App Help:	126	115	87	59	86	473	95	247	1235
12. Pay by Phone:	97	117	138	86	122	560	112	137	687
13. Pay Plan:	87	27	27	20	25	186	37	38	191
14. Restore Non-payment:	0	0	0	0	0	0	0	0	0
15. Secure/Unsecure Valve:	11	7	18	3	14	53	11	13	63
16. Voice Mail:	296 7	157 6	178 15	109 7	71 12	811 47	162 9	192 10	962 52
17. Water leak:	/	ь	15	/	12	4/	9	10	52
Bill Dispute & Resolution Activities:									
i. Dispute Resolution:	- 10		27	25	22	400	24	27	405
Number of disputed accounts resolved:     Number of disputed accounts under review.	18 1957	11 1956	27 1955	25 1921	22 1930	103	21 1944	37 1906	185
Number of disputed accounts under review:	1957	1950	1955	1921	1930		1944	1900	
Data Entry of Completed Field work in CIS:									
i. Document Control:									
<ol> <li>Number of field activities posted:</li> </ol>	432	377	422	303	226	1760	352	378	1890
Number of field activities pending:	360	234	163	202	243	1202	240	326	1630
Field Response Activities:									
<ol> <li>Number of field activities assigned:</li> </ol>	269	246	198	219	275	1207	241	225	1127
II. Number of field activities completed:	400	306	219	342	280	1547	309	308	1538
III. Number of field activities pending field action:	5	4	2	2	3	16	3	4	19

GWA Utility Services Division Monthly Status Report Month ending JULY 2020

FY2020								PREVIOUS	MONTH
UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 07/04/20	WEEK ENDING: 07/11/20	WEEK ENDING: 07/18/20	WEEK ENDING: 07/25/20	WEEK ENDING: 08/01/20	JULY 2020 MONTHLY TOTAL	WEEKLY AVERAGE JULY 2020	WEEKLY AVERAGE JUN 2020	JUN 2020 MONTHLY TOTAL
Meter Reading Activities:									
<ol> <li>Number of meters read:</li> </ol>									
A. Electronically Read Meters:	4459	10920	9248	9692	7656	41975	8395	8469	42347
B. Manually Read Meters:	21	34	28	25	23	131	26	29	144
<ol> <li>Unread meters (Meters scheduled but not read):</li> </ol>	4	11	13	11	25	64	13	8	42
ii. Number of data logs received:	12	40	28	26	32	138	28	27	134
iii. Number of data logs retrieved:	21	36	29	29	33	148	30	26	132
iv. Number of data logs pending field action:	1	0	2	0	0	3	1	0	0
v. Communication Errors/Reprogramming requests:	0	6	1	1	2	10	2	1	6
vi. Number of estimated readings (for the week):		24	19	20	39	111	22	22	111
vii. Reasons for Estimations:									
<ol> <li>Cant locate meter:</li> </ol>	0	0	0	0	2	2	0	2	8
2. Temporary Obstruction:	0	0	0	0	0	0	0	0	0
3. Vicious Dog:	0	0	0	0	0	0	0	0	0
<ol><li>Flooded meter:</li></ol>	0	0	0	0	1	1	0	0	0
<ol><li>Corrective action to database requested:</li></ol>	6	10	5	9	7	37	7	4	22
<ol><li>Possible changed out meter:</li></ol>	3	10	13	11	25	62	12	6	31
<ol><li>Communication/Programming error (code 92's):</li></ol>	1	2	1	0	0	4	1	0	0
8. Other:	0	2	0	0	4	6	1	1	5
<ul> <li>Leaks detected on customer's private line:</li> </ul>	699	1708	1742	1565	1130	6844	1369	1334	6670
b. Reverse Flow Detected:	59	476	28	356	222	1141	228	238	1191
c. No Usage Detected:	174	312	198	291	328	1303	261	274	1372
d. Tamper Code:	7	13	8	10	6	44	9	11	53
C. Electronic Read Percentage:	99.5%	99.7%	99.7%	97.5%	99.7%		99.6%	99.6%	
Illegal Connection & Unauthorized Use of Water Activities:									
Number of Inactive Still Consuming Reports rec'd & investigated:	0	0	0	0	0	0	0	0	0
II. Number of Illegal Connection reports rec'd & investigated:	1	0	0	0	1	2	0	1	4



## **Engineering Monthly Report August 2020**

Prepared By: Barbara C. Cruz, P.E., Acting Chief Engineer

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## A. Summary Table of 2010, 2013 and 2016 Bond

#### **Potable Water**

CIP#	CIP Description	201	0 Bond Allotment	% encumbered	% available	2013 Bond Allotment	% encumbered	% available	2016 Bond Allotment	% encumbered	% available
PW 05-01	Ground Water Disinfection	\$	500,000.00	93.00%	7.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 05-03	Santa Rita Springs Booster Pump Rehab Phase II	\$	-	N/A	N/A	\$ 100,000.00	100.00%	0.00%	\$ -	N/A	N/A
PW-05-05	"A Series Well Transmission Line	\$	475,709.00	100.00%	0.00%	\$ 369,846.00	100.00%	0.00%	\$ -	N/A	N/A
PW 05-06	Water Booster Pump Station	\$	500,000.00	100.00%	0.00%	\$ 1,679,964.00	99.22%	0.78%	\$ -	N/A	N/A
PW 05-07	Meter Replacement Program	\$	10,450,000.00	97.43%	2.57%	\$ 996,532.00	85.75%	14.25%	\$ 1,400,000.00	100.00%	0.00%
PW 05-08	Barrigada Tank Repair/Replacement	\$	5,450,000.00	99.16%	0.84%	\$ 4,987,000.00	96.17%	3.83%	\$ -	N/A	N/A
PW 05-09	Leak Detection	\$	200,000.00	8.52%	91.48%	\$ 16,916.00	0.00%	100.00%	\$ 100,000.00	0.00%	100.00%
PW 05-10	Potable Water System Planning	\$	210,487.45	100.00%	0.00%	\$ 624,000.00	100.00%	0.00%	\$ 876,294.00	100.00%	0.00%
PW 05-11	Implement Ground Water Rule	\$	1,699,999.00	100.00%	0.00%	\$ 1,000,000.00	98.18%	1.82%	\$ -	N/A	N/A
PW 05-12	Brigade II (Ugum Lift) BPS Upgrade	\$	1,900,000.00	13.31%	86.69%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 05-13	Deep Well Rehabilitation	\$	548,000.00	100.00%	0.00%	\$ 200,000.00	88.89%	11.11%	\$ 250,000.00	44.01%	55.99%
PW 05-14	New Deep Wells at Down Hard	\$	485,743.00	100.00%	0.00%	\$ -	N/A	N/A	\$ 1,190,000.00	0.00%	100.00%
PW 05-15	Rehabilitation of Asan Springs	\$	1,100,000.00	53.75%	46.25%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 05-16	Master Meters	\$	1,489,957.00	100.00%	0.00%	\$ 712,060.00	92.29%	7.71%	\$ 2,151,539.00	90.70%	9.30%
PW 09-01	Ugum Water Treatment Plant Intake	\$	700,000.00	87.19%	12.81%	\$ 859,801.00	42.88%	57.12%	\$ -	N/A	N/A
PW 09-02	Water Wells	\$	-	N/A	N/A	\$ 3,030,029.00	53.03%	46.97%	\$ 2,500,000.00	8.39%	91.61%
PW 09-03	Water Distribution System	\$	3,174,748.00	100.00%	0.00%	\$ 10,912,453.00	95.87%	4.13%	\$ -	N/A	N/A
PW 09-04	Pressure Zone Realignment	\$	-	N/A	N/A	\$ 337,110.00	100.00%	0.00%	\$ 1,141,000.00	100.00%	0.00%
PW 09-06	Central Water Distribution System 2005	\$	775,002.00	91.49%	8.51%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 09-08	Mechanical/Electrical Equipment	\$	1,200,000.00	100.00%	0.00%	\$ 426,799.00	98.71%	1.29%	\$ -	N/A	N/A
PW 09-09	Water Reservoir Internal/External	\$	2,150,000.00	98.11%	0.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 09-10	Water Reservoir Internal/External	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ 800,000.00	100.00%	0.00%
PW 09-11	Water System Reservoirs 2005 Improvements	\$	1,050,000.00	100.00%	0.00%	\$ 13,878,000.00	99.68%	0.32%	\$ 58,830,170.00	90.32%	9.68%
PW 11-01	Distribution System Upgrades	\$	474,160.00	94.70%	5.30%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 11-02	Ugum Water Treatment Plant Reservoir	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 12-01	Water Audit Program & Water Loss Control Plan	\$	78,459.00	100.00%	0.00%	\$ -	N/A	N/A	\$ 550,000.00	81.66%	18.34%
PW 12-02	Production Plan / Reduce Navy Purchases	\$	100,000.00	99.90%	0.10%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 12-03	Hydraulic Assessment of Tanks	\$	500,000.00	98.37%	1.63%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 12-04	Agana Heights & Chaot Tanks	\$	4,700,000.00	98.88%	1.12%	\$ 1,330,287.00	100.00%	0.00%	\$ 1,220,000.00	100.00%	0.00%
PW 12-05	Tank Major Repair Yigo #1, Mangilao #2, Astumbo#1	\$	1,848,013.00	99.72%	0.28%	\$ 11,605,000.00	100.00%	0.00%	\$ 1,822,133.00	100.00%	0.00%
PW 12-06	Tank Replacement Piti & Hyundai	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ 7,300,000.00	100.00%	0.00%
PW 12-07	Assessment of Malojloj Elevated & Yigo Elevated	\$	200,000.00	100.00%	0.00%	\$ 485,117.00	100.00%	0.00%	\$ -	N/A	N/A
PW 12-08	Public Water System Asset Inventory/ Condition Assessment	\$	100,000.00	78.39%	21.61%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 12-09	Public Water System GIS & Mapping	\$	50,000.00	100.00%	0.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
PW 14-01	Fire Hydrant Replacement Program	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ 1,200,000.00	99.70%	0.30%
		\$	42,110,277.45	ļ		\$ 53,550,914.00			\$ 81,331,136.00	ļ	

#### Wastewater

CIP#	CIP Description	2010	Bond Allotment	% encumbered	% available	2013 Bond Allotment	% encumbered	% available	2016 Bond Allotment	% encumbered	% available
WW 05-04	Wastew ater System Planning	\$	1,492,857.19	100.00%	0.00%	\$ 650,901.00	84.61%	15.39%	\$ 312,983.00	100.00%	0.00%
WW 05-05	Wastew ater Vehicles	\$	235,000.00	89.27%	10.73%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 05-07	NDWWTP - Chlorine Tanks	\$	457,981.68	100.00%	0.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 09-01	Lift station upgrades	\$	-	N/A	N/A	\$ 563,148.00	96.89%	3.11%	\$ 1,714,755.00	19.97%	80.03%
WW 09-06	Wastew ater Collection System Repl/ Rehabilitation	\$	1,001,323.00	90.32%	9.68%	\$ 732,358.36	88.82%	11.18%	\$ 1,055,478.00	37.16%	62.84%
WW 09-08	Facilities Plan/Design for Baza Gardens WWTP	\$	1,250,000.00	100.00%	0.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 09-10	Facilities Plan/Design for Agat-Santa Rita WWTP	\$	899,630.00	100.00%	0.00%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 11-03	Baza Gardens STP Replacement	\$	1,488,378.00	97.11%	2.89%	\$ 9,656,874.00	96.51%	3.49%	\$ 25,048,522.50	90.16%	9.84%
WW 11-04	Facilities Plan/Design for Umatac-Merizo WWTP	\$	853,858.00	100.00%	0.00%	\$ 371,699.00	100.00%	0.00%	\$ 252,105.00	100.00%	0.00%
WW 11-08	Agat/Santa Rita STP Replacement	\$	2,217,700.00	99.94%	0.06%	\$ 67,200,000.00	99.60%	0.40%	\$ 2,226,659.06	89.93%	10.07%
WW 12-01	Northern District WWTP Primary Treatment Upgrade	\$	11,743,514.00	98.75%	1.25%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-02	Biosolids Management Plan	\$	200,000.00	81.04%	18.96%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-03	Agana WWTP Interim Measures	\$	11,300,000.00	99.63%	0.37%	\$ 718,075.68	100.00%	0.00%	\$ -	N/A	N/A
WW 12-04	I&I SSES Southern	\$	800,000.00	99.87%	0.13%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-05	I&I SSES Central	\$	850,000.00	93.36%	6.64%	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-06	I&I SSES Northern	\$		N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12 -07	Umatac Merizo Replacement	\$	250,000.00	99.21%	0.79%	\$ -	N/A	N/A	\$ 20,952,871.63	99.93%	0.07%
WW 12-08	Wastew ater System GIS & Mapping	\$		N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-09	Wastew ater Facility Back Up Power	\$		N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 12-10	Wastew ater System Asset Inventory	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
WW 17-01	Wastew ater Sew er System Expansion	\$		N/A	N/A						
WW 17-02	Northern District WWTP Secondary Treatment Upgrade	\$	948,250.00	100.00%	0.00%						
		\$	35,988,491.87			\$ 79,893,056.04			\$ 51,563,374.19		

#### **Electrical Engineering Support**

CIP#	CIP Description	201	10 Bond Allotment	% encumbered	% available	2013 Bond Allotment	% encumbered	% available	2016 Bond Allotment	% encumbered	% available
EE 05-02	SCADA Pilot Project	\$	61,950.00	31.98%	68.02%	\$ -	N/A	N/A	\$ -	N/A	N/A
EE 09-01	Wastew ater Pumping Station Electrical Upgrade	\$	-	N/A	N/A	\$ 99,861.00	100.00%	0.00%	\$ -	N/A	N/A
EE 09-02	Electrical Upgrade - Water Wells	\$	354,227.00	100.00%	0.00%	\$ 1,500,000.00	99.31%	0.69%	\$ -	N/A	N/A
EE 09-03	Electrical Upgrade - Water Booster	\$		N/A	N/A	\$ -	N/A	N/A	\$ -	N/A	N/A
EE 09-04	Electrical Upgrade - Water Booster	\$		N/A	N/A	\$ 977.00	100.00%	0.00%	\$ -	N/A	N/A
EE 09-05	Electrical Upgrade - Other Water	\$		N/A	N/A	\$ 60,700.00	100.00%	0.00%	\$ -	N/A	N/A
EE 09-06	SCADA Improvements - Phase I	\$	250,000.00	83.80%	16.20%	\$ -	N/A	N/A	\$ -	N/A	N/A
EE 09-07	SCADA Improvements - Phase 2	\$	1,056,986.00	97.77%	2.23%	\$ -	N/A	N/A	\$ -	N/A	N/A
EE 09-08	SCADA Improvements - Phase 3	\$	74,955.00	100.00%	0.00%	\$ 722,359.00	100.00%	0.00%	\$ 1,077,497.00	48.86%	51.14%
EE 09-09	SCADA Improvements - Phase 4	\$	-	N/A	N/A	\$ -	N/A	N/A	\$ 4,378,118.00	72.87%	27.13%
		\$	1,798,118.00			\$ 2,383,897.00			\$ 5,455,615.00		

#### **Miscellaneous Engineering Support**

CIP#	CIP Description	2010	0 Bond Allotment	% encumbered	% available	2013	Bond Allotment	% encumbered	% available	2016 Bond Allotment	% encumbered	% available
MC 05-01	Laboratory Modernization	\$	-	N/A	N/A	\$	1,171,465.00	99.95%	0.05%	\$ 1,127,000.00	100.00%	0.00%
MC 05-02	Land Survey	\$	499,688.00	95.28%	4.72%	\$	1,052.00	100.05%	-0.05%	\$ 1,260,524.00	99.35%	0.65%
MC 09-01	General Plant Improvements	\$	7,241,000.00	99.46%	0.54%	\$	2,441,737.00	93.27%	6.73%	\$ 1,543,760.00	96.97%	3.03%
MC 15-01	Information Technology Intergration Improvements									\$ 500,000.00	65.95%	34.05%
		\$	7,740,688.00			\$	3,614,254.00			\$ 4,431,284.00		

	2010 B	and Allotment
CIP Water	\$	42,110,277
CIP Wastewater	\$	35,988,492
CIP Electrical	\$	1,798,118
CIP Miscellaneous	\$	7,740,688
_	\$	87.637.575

	2013	Bond Allotment
Γ	\$	53,550,914
Γ	\$	79,893,056
Γ	\$	2,383,897
Γ	\$	3,614,254
Г	¢	130 //2 121

2016	Bond Allotment
\$	81,331,136
\$	51,563,374
\$	5,455,615
\$	4,431,284
\$	142,781,409

Bond	Construction Fund Amount (\$M)	Estimated # of months fund available for use			Rate of Spending: (\$M) per year
2005	\$82.930		\$82.930	100.00%	12.14
2010	\$87.402	114 **	\$83.541	95.58%	8.79
2013	\$139.325	76 **	\$136.483	97.96%	21.55
2015	\$140.019	46	\$90.326	64.51%	23.56

<sup>\* -</sup> End date November 2013 via CCU Resolution 06-FY2014

\* - Includes month of July 2020

#### **B. Projects Procurement**

#### Percentage Key:

100%	Approved by GM
99%	Signature required from either Accounting/Legal/GM
98%	Processing engineering service or construction contract (with legal)
95%	Request for CCU approval (GM/engineering)
90%	A/E fee negotiation or contractor bid evaluation (engineering)
80%	Selected A/E or Conducted bid opening (engineering)
70%	Advertised RFP/IFB (engineering)
60%	RFP/IFB Package under legal review
50%	RFP/IFB Package completed (engineering)
Less than 50%	Project Scope of work development in progress

Red text anywhere indicates a change from the last report.

## BOX KEY FOR PROCUREMENT: (Type of Procurement) (Relevant CIP NO. or Funding Source) (Percentage complete for procurement) (see percentage key above) Project Description (Isted when selected)

BID PACKAGE PW 09-02 <50% Complete	New Well Construction (AG-10-Y-8 & AG-12)  Activities/Notes: GWA engineering continuing discussion with Dept. of Agriculture and lessee on options of acquisition of property for well site at AG-12. Internal GWA discussions underway for survey and appraisal services. GWA executed Change Order with GHD to update the design plans specific to the new well locations.	
Project Description:	The project is to construct three new production wells for GWA as well as installation of a water main to connect the new production wells to the Ysengsong Reservoirs.	

<b>RFP</b> PW 09-02	New Well Construction (Construction Management)	
<50% Complete	Activities/Notes: SOW being developed	
Project Description:	The work performed under this project procureme Construction Management and Inspection Service of up to three (3) new production wells for GWA. increase source water production to improve syste allows for operating the water production wells mo overall goal of the Construction Manager (CM) is construction process so that the project can be deprofessionally.	es for the construction GWA plans to em redundancy that ore effectively. The to manage the entire

RFP	Design of Dungca Beach Sewer	
USEPA	Relocation	
<80% Complete	Activities/Notes:	
	A-E selection team convened and determined the best ranking firms. Selected firm was notified.	
Project Description:	The work performed under this project procurement shall consist of replacement of a sewer main located along the shores of Dungca Beach, from the Bayside Sewer Pump Station (SPS) to an area north of Lagoon Drive. The new sewer main shall be located within the public right of way along Trankilo Road and Lagoon.	

RFP USEPA	Design of Hagatna Main Sewage Pump Station Redundant Force Main	
<60% Complete	Activities/Notes: Project was advertised on July 7, 2020. RFP proposals are being evaluated.	
Project Description:	The work to be performed under this project procurement shall consist of identifying redundant force main options and to investigate the current condition of the existing force main. If repair/relocation is needed, then identify options and provide the design for the selected options, including pump station upgrades, if necessary.	

BID PACKAGE USEPA	Asan-Adelup-Hagatna, Route 1 Sewer Rehabilitation and Replacement – Phase II	
70% Complete	Activities/Notes: Project was advertised on June 16, 2020. Bid opening is extended until August 27, 2020.	
Project Description:	Work to be performed under this project shall consist of cleaning and rehabilitating existing 16-inch, 24-inch and 27-inch diameter gravity sewer lines with cured-in-place pipe (CIPP) liner, reinstating sewer laterals after CIPP rehabilitation is complete, replacing sewer manhole concrete collars, and providing temporary bypassing and traffic control as necessary to complete the rehabilitation work.	

BID PACKAGE	Groundwater Wells A-02, A-07, A-12, D-	
USEPA-SRF	05 and F-03 Rehabilitation	
70% Complete	Activities/Notes: Design consultant submitted the final bid documents for Legal Counsel review.	
Project Description:	Work to be performed under this project consist of rehabilitating four (4) existing production well sites including development, testing and permitting of a new production well.	

BID PACKAGE OEA GRANT	Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program	
70% Complete	Activities/Notes: Project was advertised on June 22, 2020. Bid opening is extended until August 28, 2020.	
Project Description:	Work to be performed under this project consist of installation of seven new monitoring wells and rehabilitation for two existing monitoring wells on Department of Defense (DoD) property.	

BID PACKAGE OEA GRANT	Northern Guam Lens Aquifer (NGLA) Monitoring System Rehabilitation Project for the Guam Water and Wastewater Infrastructure Improvements Program	
70% Complete	Activities/Notes: Project was advertised on June 30, 2020. Bid opening is scheduled for August 21, 2020.	
Project Description:	Work to be performed under this project consist of rehabilitation of ten existing monitoring wells located on GovGuam or private property. Upon construction completion, all wells will be used to monitor water level and other groundwater characteristics of the NGLA.	

# BOX KEY FOR PROJECT: (Type of Project) (Relevant CIP NO.) (Percentage complete for project) (Court Order Paragraph No.) (Court Order Paragraph No.) (Project Description Project Description Narrative

### C. CIP Water Section

INSPECTION CIP PW 05-02	Inspection & Maintenance Repairs to GWA Island-Wide Steel Water Tank Reservoirs Phase 2 (DCA)	Start Date: April 2010
75% Complete	Activities/Notes: Remaining work is construction management services for the Tank Repair and Bypass Construction. Meeting conducted with DCA to discuss CM plan for the Tank Repair/bypass construction project.  Agat Umatac Tank inspected July 2020.	Completion Date: To be determined (TBD)
CO 38C	Engineering inspection services	
Project Description:	The Court Order requires GWA to inspect all active and in some cases inactive water reservoirs. The inspection results will allow GWA to determine if a reservoir requires repair or replacement.	

DESIGN CIP PW 05-12	Brigade II BPS Upgrade (EM Chen)	Start Date: April 2012
100% Complete (Basis of Design) 99% Complete (Design)	Activities/Notes: Design plans and specs continue to be reviewed and revised.	Completion Date:
N/A	Engineering design services	
Project Description:	The design project is intended to assess system water supply feed from the north as well as Ugum WTP and the water demands downstream from the Brigade BPS so as to reconfigure the piping into the BPS and resize the pumps to me system head requirements.	

DESIGN	Northern and Southern Guam Reservoir	Start Date:
PW 09-11	Design (TG Engineers)	May 2015
80% Complete	Activities/Notes:	Completion Date:
	Ugum Reservoir	None.
	Design is at 90%.	(Expected 6 months
		after Agfayan
	Inarajan and Agfayan Booster Pump Station	property issue is
	Meeting needs to be scheduled with GFD to	resolved)
	discuss fire flow requirement before pumps can	•

	be sized for both sites. GFD has reviewed GWA's proposed plan. GFD to respond. Biological Assessment and Archaelogical report are pending.  Santa Rosa, Santa Rita, and Sinifa Reservoir Under construction. See Santa Rosa, Santa Rita, and Sinifa Construction for update.	
CO 29 (b)(4)	Engineering design services	
Project Description:	The design services will consist of preparation of plans, specifications, and estimates (PS&E), which includes Basis of Design, design calculations, hydraulic modeling (EPANET), computational fluid dynamic modeling (CFD), construction schedule, topographical survey, property research, property mapping, geotechnical engineering, cultural resource inventory and evaluation of historic resources, hazardous materials survey, construction documents, design drawings in Auto CAD, relevant permit, construction bid support service, and response to request for interpretation/information during construction. The tank locations are Ugum, Santa Rita, Santa Rosa, Inarajan and Sinifa.	

DESIGN	Central Guam Reservoirs Design	Start Date:
PW 12-04	(GHD Inc.)	May 2015
88% Complete	Activities/Notes:  Tamuning No. 2 Reservoir and Tamuning Booster Pump Station Design is at approximately 60%. Per Bobbie, property acquisition letter for Lot 1, Block 5, Tract 1427 has been signed by GM. Letter sent to property owner. GWA is waiting for a response on the land purchase.  Manenggon Reservoir and Access Booster Pump Station Design is at 100% pre-final. Designer is under review by GWA. Biological Assessment report	Completion Date: TBD
	Completed. Archaeological report completed.  Piti Reservoir DCA and GHD are working to put the bid package together. DCA has already completed the major steel tank repair plan and specifications. GHD is working on site utility plan and specifications. GWA has not submitted the Right of Way application to National Parks Services yet. GWA has received the final Dept. of Agriculture consultation response letter. Biological Assessment report has been completed. Archaeological report needs to be completed before ROW application can be submitted. Archaeological report is pending.  A23-A25 Deepwell (PFAS Treatment) Water sampling test results received. Designer is working on finalizing site layout for A-23.	

	Biological assessment will be scheduled for the sites. Layout sent to DPW for review and approval. DOI has approved grant funding transfer to this project.  Tumon No. 1, Hyundai, Chaot No. 2 Reservoir Under construction. See Tumon No. 1, Hyundai, Chaot No. 2 Reservoir Construction for update.	
CO 29 (b)(4)	Engineering design services	
Project Description:	The design services will consist of preparation of and estimates (PS&E), which includes Basis of Decalculations, hydraulic modeling (EPANET), compandynamic modeling (CFD), construction schedule, property research, property mapping, geotechnical resource inventory and evaluation of historic resource inventory, construction documents, design CAD, relevant permit, construction bid support ser request for interpretation/information during constructions are Hyundai, Pulantat, Chaot #2, Tumor	esign, design butational fluid topographical survey, al engineering, cultural urces, hazardous drawings in Auto rvice, and response to ruction The tank

DESIGN PW 09-03	ID/IQ for Professional Civil/Structural Services Task 1 – Tai Road/S-13 and Toto- Canada Road/Blas Street Waterline Replacement	Start Date: January 20, 2020
60% Complete	Activities/Notes: Design consultant submitted the 60% design work for GWA review and comment on May 1, 2020.	Completion Date: December 30, 2020
Project Description:	The project is intended to replace existing water main approximately 4,500 LF along Toto-Canada Road; 3,200 LF along Tai Road; 800 LF along S-13 Road; and 900 LF along Blas Street.	

PW 09-03	Line Replacement Phase IV (Giant Construction)	Start Date: February 14, 2016
98% Complete	Activities/Notes: Connection of new pipes to the existing waterline at Hahasu and Famha has been completed. Contractor applied for building permit for Assumption Drive.	Completion Date: October 28, 2020
	Construction Services	
Project Description:	The project is intended to replace existing water lines that have been found by operations to be leaking and/or are causing service delivery to less than what GWA is required to provide. The project will replace water mains at ten known locations throughout the island and a component within the bid where line replacement work for unknown locations is accounted for.	

DESIGN PW 05-15 82% Complete	Asan Spring Rehabilitation Design (HDR)  Activities/Notes: A CO no.2 has been routed to Finance for signature and pending GM's approval. The purpose for CO no.2 is to address the potential endangered species that may be located on the project site.	Start Date: August 24, 2016 Completion Date: June 2022
	Engineering design services	
Project Description:	<ul> <li>Perform site visits and condition assessment for determine demolition and rehabilitation require equipment condition, structural condition, and condition assessment shall include all disciplin project.</li> <li>Review and validate the current property bounconfirm the available space for the project developermits as needed.</li> <li>Perform an environmental impact study and propermits as needed.</li> <li>Perform an archeological and historical resource potential impact to the project, prepare all requireded.</li> <li>Coordinate with Guam Historic Resources Divit Preservation Office (SHPO) on historical resource all necessary reports and documents as required by Identify the existing and projected service area Identify and recommend conceptual water treated the Perform a Class 4 engineering cost estimate a American Association of Cost Engineers (AAC Estimate Classification System for construction include all disciplines, permit, construction and are necessary to execute the project. All costs dollars and escalated to the estimated midpoint</li> </ul>	ement, process electrical system. Site es to execute the  dary information to elopment. epare all required  ces study to identify ared permits as  dision State Historic arces study. Prepare ed by SHPO. are, Division of Aquatic clearance. Prepare all DAWR. a, period of design. atment system. atment system. atment system. by International Cost and fee. Cost must administration that will be in current

CONSTRUCTION PW 09-11, PW 12-05	Yigo/Astumbo Tank Construction (Pernix)	Start Date: December 1, 2016
99% Complete	Activities/Notes: Astumbo #1 (New Concrete): Contractor working on commissioning of the flow meter and tank level sensor.	Completion Date: October 31, 2018 (LD are being totaled)
	Construction Services	
Project Description:	This project will involve construction of two (2) 2MG concrete tanks and Booster Pump Station at the Yigo site and a one (1) 2MG concrete tank at the Astumbo site. Work will involve new pipe line, valves, electrical controls, pumps and motors, site drainage, paving, generator for the BPS, SCADA, etc.	

CONSTRUCTION MANAGEMENT PW 09-11, PW 12-05	Yigo/Astumbo Tank Construction Management (GHD)	Start Date: December 2016
99% complete	Activities/Notes: Working to complete project close out requirements but due to additional time required by contractor the CM services required as well. GWA executed Change Order after CCU approval.	Completion Date: August 2019
N/A	Construction Management services	
Project Description:	The work performed under this project procurement shall consist of Construction Management and Inspection Services for the demolition of existing steel elevate and ground tanks as well as the construction of the 2MG concrete tanks at the Yigo tank location and Astumbo tank location. The overall goal of the Construction Manager (CM) is to manage the entire construction process so that the project can be delivered efficiently and professionally.	

CONSTRUCTION MANAGEMENT PW 12-04, PW 12-06 AND PW 09-11	Central Tank Phase I (Chaot #2, Tumon #2, Hyundai) Construction Management (TG Engineers, PC)	Start Date: December 2017
80% complete	Activities/Notes:  Tumon No. 1 Contractor working on water line at Marine Drive, control building, and site vaults. Marine Drive HEP expired 05/03/2020. DPW has stopped AIC from working on the road. GWA operations is investigating how to secure 24 in. line for the contractor to connect new lines. But as 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension.  Hyundai Contractor working on booster pump station, vaults, tank. DN Tanks was able to get shotcrete and prestressing team on island this week. Work stopped on 05/21/2020 on North Sabana Road. DPW inspector instructed AIC to stop work pending release of permit renewal. But as of 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension.  Chaot No. 2 Contractor working on site vaults, PRV and well work. Tank inspection scheduled for 06/05/2020. Dero Road PRV in service. Stage area HEP expired 05/31/2020. Dero Road HEP expired 05/18/2020. Well HEP will expire	Completion Date: None.

	DPW visited Dero Road jobsite on 05/25/20. Stop work order was issued by DPW, effective 05/31/2020. After the migration to the new PRV (05/28/20), AIC contacted DPW inspector to inform him of the unstable roadway due to the excavation for the new waterline. DPW inspector allowed AIC to proceed with only road restoration; however, no further excavation was allowed. Road restoration was completed on 06/11/20.  As of 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension. We can now proceed with the connection from the tank distribution line to the Leo Palace line at Dero Road.	
N/A	Construction Management services	
Project Description:	The work performed under this project procurement shall consist of Construction Management and Inspection Services for the construction of three water reservoirs; 0.5MG Chaot #2, 1MG Tumon #2 (Nissan) and 1MG Hyundai. The overall goal of the Construction Manager (CM) is to manage the entire construction process so that the project can be delivered efficiently and professionally.	

CONSTRUCTION PW 12-04, PW 12- 06 AND PW 09-11	Central Tank Phase I (Chaot #2, Tumon #2, Hyundai) Construction (AIC)	Start Date: February 8, 2018
80% Complete	Activities/Notes:  Tumon No. 1  Contractor working on water line at Marine Drive, control building, and site vaults. Marine Drive HEP expired 05/03/2020. DPW has stopped AIC from working on the road. GWA operations is investigating how to secure 24 in. line for the contractor to connect new lines. But as 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension.  Tank disinfection and leak test completed. Pending GEPA approval letter before tank can go online.  Hyundai Contractor working on booster pump station, vaults, tank. DN Tanks was able to get shotcrete and prestressing team on island this week. Work stopped on 05/21/2020 on North Sabana Road. DPW inspector instructed AIC to stop work pending release of permit renewal. But as of 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension.	Completion Date: TBD (Completion date has passed. Pending time extension for permit delays.)

	I	
	Contractor working on Sabana water line. Tank is being prepared for disinfection and leak test.  Chaot No. 2 Contractor working on site vaults, PRV and well work. Tank inspection scheduled for 06/05/2020. Dero Road PRV in service. Stage area HEP expired 05/31/2020. Dero Road HEP expired 05/18/2020. Well HEP will expire 12/17/2020.	
	DPW visited Dero Road jobsite on 05/25/20. Stop work order was issued by DPW, effective 05/31/2020. After the migration to the new PRV (05/28/20), AIC contacted DPW inspector to inform him of the unstable roadway due to the excavation for the new waterline. DPW inspector allowed AIC to proceed with only road restoration; however, no further excavation was allowed. Road restoration was completed on 06/11/20.	
	As of 06/15/2020, AIC received confirmation from DPW that HEP permit is approved for 3 months extension. We can now proceed with the connection from the tank distribution line to the Leo Palace line at Dero Road.	
	Tank disinfection completed. Leak test ongoing. Tank subcontractor is repairing wet spots on tank wall. Pending GEPA letter and repair before tank can go online.	
	Dero Road PSRV is online.  Deep well chlorine analyzer work ongoing. Well	
	disconnection from distribution work ongoing. Connection from tank distribution line to Leo Palace line at Dero Road work ongoing.	
	Construction Services	
Project Description:	The work performed under this project procureme Construction of three water reservoirs; 0.5MG Cha#2 (Nissan) and 1MG Hyundai. Some piping work reservoir is also required to ensure the reservoirs	aot #2, 1MG Tumon c off site from the

CONSTRUCTION MANAGEMENT PW 09-11	Northern and Southern Tank Phase I (Santa Rosa, Sinifa, Santa Rita) Construction Management (GHD)	Start Date: April 2018
0% Complete	Activities/Notes:  NTP issued October 3, 2019. Pending permits with SHPO, GEPA and DPW. GWA is waiting on designer - TGE to provide archaeological port for Sinifa site. The remaining sites are still under review by SHPO. SHPO has responded	Completion Date: TBD (currently February 21, 2021)

	on two sites. TGE/Search must address SHPO's comments. Stop order was issued for the CM until contract extension and fee negotiation. GWA has provided comments on 06/03/2020 to GHD regarding change order proposal. GWA coordinating RFI reviews with EOR.  Change Order no. 1 is being prepared for approval to extend CM contract.	
N/A	Construction Management services	
Project Description:	The work performed under this project procureme Construction Management and Inspection Service of three water reservoirs: 1MG Santa Rosa, 1MG Rita. The overall goal of the Construction Manage the entire construction process so that the project efficiently and professionally.	es for the construction Sinifa and 1MG Santa er (CM) is to manage

CONSTRUCTION PW 09-11	Northern and Southern Tank Phase I (Santa Rosa, Sinifa, Santa Rita) Construction (AIC)	Start Date: October 2019
0% Complete	Activities/Notes: NTP issued October 3, 2019. Pending permits with SHPO, GEPA, and DPW.  Clearing and Grading Permits, and Building Permit  1. Santa Rosa: Pending release by GEPA for submission to DPW for permit release.  2. Santa Rita: Pending release by GEPA. SHPO signature required prior to DPW submission.  3. Sinifa: Pending release by GEPA. SHPO signature required prior to DPW submission.	Completion Date: TBD
	Construction Services	
Project Description:	The work performed under this project procureme Construction Services of three water reservoirs: 1 Sinifa and 1MG Santa Rita. Some piping work off reservoir is also required to ensure the reservoirs	MG Santa Rosa, 1MG f site from the

<u>DESIGN</u>	Pressure Zone Realignment and Tank	Start Date:
PW 05-12	Repair-Replacement (GHD)	August 2018
Design will be done in	Activities/Notes:	Completion Date:
Phases.	Designer submitted Phase II 60% plans on 8/4/20 and reviewed by Water CIP Engineering	
Phase 1 - 100% (Design)	team on 8/11/20. Operations will also be providing information for further design progress.	
Phase 2 - 60% (Design)		

N/A	Engineering design services	
Project Description:	The design project is intended to assess current a pressure zones, and design and install control val properly control and measure system flow between includes setting up pilot DMAs; and design for new tanks needed to complete the court order tank recommendation.	ves (PRVs, PRSVs) to en zones. Scope also w or repaired water

CONSTRUCTION	Pressure Zone Realignment and Tank Repair-Replacement – Phase I (Sumitomo)	Start Date: December 17, 2019 (Notification of Award)
0% Complete	Activities/Notes: NTP issued 5/6/20. Project sign has been installed at Kaiser site. Building permit is currently pending. Comments on plans by Highway Encroachment/DPW were addressed and responses were submitted back to Highway Encroachment/DPW for review on 7/31/20. Confirmed receipt of responses on 8/3/20. Letter of Authorization for Permitting is with GPA GM for signature.	Completion Date: May 6, 2021
N/A	Construction Services	
Project Description:	The work performed under this project procureme Construction Services for the installation of contro PRSVs), piping, and related electrical upgrades to measure system flow between zones.	l valves (PRVs,

DESIGN, CONSTRUCTION, CONSTRUCTION MANAGEMENT PW 09-11	Tank Repair and Bypass (DCA, AIC, GWA)	Start Date: May 1, 2020
0% Complete	Activities/Notes: Construction contract effective April 21, 2020. NTP issued May 1, 2020 with modified language for work starting onsite. Pre-Construction Meeting conducted. AIC has submitted permit to DPW. AIC, GWA, and DCA have been progressing with submittals and RFIs.	Completion Date:
Project Description:	The work to be performed under this project consipiping, valves, etc. ahead of certain tank inspection operation of the by-pass will allow the tank inspection appropriate repairs after which the contractor will tank.	on work. The tor to determine

DESIGN PW 09-02	New Well Site Development - Y-08, AG- 10, AG-12 (GHD)	Start Date: September 2018 (Extension)
99% Complete	Activities/Notes: 100% plans and specifications were submitted on 6/4/20. GHD submitted a proposal for Change Order no. 8 on 8/7/20— a meeting to discuss amendment changes will be held on 8/13/20. Front end documents and 100% specs have been sent to Gloria for review in preparation for project bid.	Completion Date: TBD
N/A	Engineering Design Services	
Project Description:	The design project is intended to design 3 new wells to increase production capacity. The design services will consist of preparation of plans, specifications, and estimates (PS&E), which includes Basis of Design, design calculations, construction schedule, construction documents, design drawings in Auto CAD, relevant permit, construction bid support service, and response to request for interpretation/information during construction.	

CONSTRUCTION PW 14-01	Fire Hydrant Replacement Phase I (Mega United Corporation, Ltd.)	Start Date: October 19, 2019
0% Complete	Activities/Notes:  DPR already signed the permit first week of March but still needs permit approval with other agencies and Mayor's Offices. The customer service for clearances of highway encroachment permit was temporarily suspended due to Covid-19. We can resume the permit processing once the operation is back to normal.  Some of the materials ordered off island already arrived.	Completion Date: October 25, 2020
Project Description:	The work performed under this project consist of r barrel fire hydrants with wet barrel type fire hydrar will involve removal of defective fire hydrant latera hydrant stem and barrel and other appurtenances complete the project.	nts. The replacement ils, gate valves,

CONSTRUCTION	Groundwater Well Production Meter	Start Date:
PW 05-07	Replacement Project (Giant	April 29, 2020
	Construction)	
3% Complete	Activities/Notes:	Completion Date:
	- Received/reviewed 109 submittal items,	June 28, 2021
	108 items approved, one (1) item (water	
	meter) is pending approval.	
	- Contractor submitted shop drawing for	
	each well sites (30) incorporating actual	
	field measurement of discharge piping	
	length to be replaced. Of the 30 shop	
	drawings, 26 were found acceptable. The	

	remaining 4 will be resubmitted GEPA released the permit on July 17, it went back to DPW.	
	Construction services	
Project Description:	Work to be performed under this project shall the production well meters and associated we Construction management is performed in-ho	ell head piping.

## **D. CIP Wastewater Section**

CONSTRUCTION WW 09-06	Bayside SPS Improvements Design (EMPSCO)	Start Date:
0% Construction Services	Activities/Notes: Second Construction Progress meeting held July 22, 2020. Submittal review ongoing. Concerns of adjacent property lot and upcoming Contract Change Request.	Completion Date: TBD
CO #3	Engineering design services	
Project Description:	The intent of this project for an engineering firm to prepare design drawings and specification to upgrade the Bayside Sewer Pump Station given the facility is in major disrepair and the adjacent river is eroding away the access road to the facility which is causing maintenance challenges and install underground power cable due to GPA's concern that existing power pole, located on the bank is at risk of being lost due to storm surges.	

CONSTRUCTION WW 11-04	Umatac-Merizo WWTP Design Build Improvements Project (CoreTech)	Start Date: June 2017
100% Design 100% Construction	Activities/Notes: - Final SCADA adjustment completed and verified July 2, 2020. Contractor preparing final invoice. Change Order no. 22 for time extension routing for CTHD signature.  Construction services	Completion Date: January 6, 2020
	Construction services	
Project Description:	The project is intended to improve the aeration basin, construct a new sewer pump station, regrade the overland field, construct a new effluent storage tank and disinfection facility. The overland percolation terraces are being regraded to ensure appropriate distribution of effluent through the entire terrace.	

CONSTRUCTION MANAGEMENT WW 11-04	Umatac-Merizo WWTP Design Build Improvements Project (SSFM Inc)	Start Date: September 7, 2017
100% Complete	Activities/Notes: CM checked As-Built drawings and made comments. Final payment submitted to GWA.  Project Completed.	Completion Date: January 2020
	Construction Management services	
Project Description:	The work performed under this project procureme Construction Management and Inspection Service improvements works at the aeration basin, new so overland field improvements, effluent storage tank the On-Site Representative is to ensure materials installation conforms to the contract plans and sperequired testing is performed and passes.	es for the ewer pump station, c. The overall goal of are installed and

## E. CIP Engineering Support

DESIGN EE 09-08	SCADA System for Water and Wastewater Facilities Phase A-1 (AECOM)	Start Date: June 11, 2015
100% Complete (Design) 82% Services during construction	Activities/Notes: On standby to address any questions for DOR.	Completion Date: November 2017 - Design December 31, 2019 - (Bid and Construction Support)
N/A	Engineering design services	
Project Description:	The A/E firm will design an integrated, robust and Control and Data Acquisition (SCADA) system for wastewater systems, and to provide support servi construction. The 22 sites will consist of a combin such as production wells, reservoirs, booster purm wastewater sites include sewer treatment plants a stations. Executed by approved change orders, roriginal design scope has changed from 22 sites of High Water Alarm for 20 critical sewer pump st added. Scope also includes bid and construction build project of GPWA SCADA EMS project.	r GWA's water and ices during bid and lation of water facilities ap station and land sewer pump and sewer pump to 19 sites and design lations has been

CONSTRUCTION EE 09-08, EE 09-09	SCADA Phase A1 Construction (G4S Security)	Start Date: July 13, 2018
80% Construction	Activities/Notes: Final walkthrough was concluded on July 22. G4S had submitted draft final statement. Project team is preparing rebuttal based on CM report on final punch list, and contractors submitted claims and appeals in their draft final statement.	Completion Date: December 31, 2019
	Construction services	
Project Description:	The work performed under this project procureme Construction of SCADA ready instrumentation at swastewater facilities throughout the island.	

CONSTRUCTION MANAGEMENT EE 09-08, EE 09-09	SCADA Phase A1 Construction Management (GHD)	Start Date: July 13, 2018
95% Complete (due to increased contract amount and unbilled balance)	Activities/Notes: Change Order No. 05 is fully executed at no additional cost to extend contract date to end of August.	Completion Date: August 31, 2020
	Construction Management services	
Project Description:	The work performed under this project procureme Construction Management and Inspection Service SCADA ready instrumentation at several water ar throughout the island. The overall goal of the Cor (CM) is to manage the entire construction process can be delivered efficiently and professionally.	es for the installation nd wastewater facilities nstruction Manager

## F. GIS Section

MAPPING MO 05 00	Island Wide Survey-	Start Date: December 2007
MC 05-02	(Duenas, Camacho & Ass.)	
99% complete	Activities/Notes: Map regarding Airport Tank easement boundary is pending easement agreement with GIAA and final parceling map.	Completion Date: October 2019
	Survey services	
Project Description:	The contracted land surveyor is required to conduproperty valuation and mapping of property bound facilities are located, including the lots which are r GWA's name.	daries where GWA

MAPPING	Island Wide Survey PH II -	Start Date:					
MC 05-02	(Duenas, Camacho & Ass.)	August 30, 2017					
80% complete	Activities/Notes: First set of land registration maps (5): DCA performing field survey.  First 2 land registration maps in GWA review process.	Completion Date: December 2019 - Request for extension sent to GM 10/29/2019 - due to myriad of reasons, extended periods of inclement weather, delays in DLM Survey review and approval of property maps and changes of additional scope of survey work.					
	Survey services						
Project Description:	The work performed under this project procurement shall consist of a professional land surveyor conducting field work to mark corners of existing government properties as a means of severing out portions of the larger property to be deeded to GWA. Surveyor shall also prepare all necessary maps and documents for recording at DLM.						

### **G. Permits Section**

#### PERMITS MONTHLY REPORT 2020

	2020												
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Building Permit	23	22	23	1	1	8	31						109
Occupancy Permit	6	31	25	1	1	21	27						112
New Installation	4	17	15	0	0	9	10						55
Sewer Application	0	1	4	0	0	1	4						10
Sewer Inspection	0	0	1	0	0	3	1						5
Private Utility Acceptance	0	0	0	0	0	0	0						0
Relocation of Water	0	2	0	0	0	0	1						3
Meter													
Tapping-Water	1	5	3	0	0	0	2						11
Tapping-Sewer	1	5	3	0	0	0	0						9
Clearance-Water	14	10	20	12	12	18	20						106
Clearance-Sewer	14	10	20	12	12	18	0						86
Highway Encroachment	36	5	20	0	0	31	49						141
Verification of Utilities	6	6	1	1	1	1	12						28
Fire Flow Test	0	3	0	0	0	0	1						4
Schedule Water Outage	0	0	0	0	0	0	0						0

NOTE: Completed work orders for each calendar month are reported.

## AVERAGE PROCESSING TIME FOR COMPLETION (DAYS) FOR THE CALENDAR MONTH OF JULY

		2020										
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Building Permit							16 <sup>a1</sup>					
Occupancy Permit							1					
New Installation							114 <sup>a2</sup>					
Sewer Application							2					
Sewer Inspection							35 <sup>a3</sup>					
Private Utility Acceptance							0					
Relocation of Water Meter							42 <sup>a4</sup>					
Tapping-Water							250 <sup>a5</sup>					
Tapping-Sewer							0					
Clearance-Water							46 <sup>a6</sup>					
Clearance-Sewer							0					
Highway Encroachment							0					
Verification of Utilities							9 <sup>a7</sup>					
Fire Flow Test							22 <sup>a8</sup>					
Schedule Water Outage							0					

#### Subscript comments are based on what occurred during the month of July 2020

- a1 Additional information/revised plans were needed, including COVID-19 5 day holding period before plans could be reviewed.
- a2 Several of the owner's contractors were not ready to do installation or plumbing work until months
- a3 Owner's contractor work schedule delayed inspection for tapping to new public sewer stub out.
- **a4** Work was pending customer completing easement clearing, upgrading a service lateral and rerouting a waterline to a new meter relocation.
- **a5** Customer applied for tapping water and new installation at the same time and the owner delayed his decision which of two contractors would be doing the work.
- **a6** Several clearance requests were submitted and delayed until the customer knew when his construction work would start.
- a7 Several VOU requests were delayed when customers were reminded to provide a certified property map to complete their VOU requests.
- **a8** Work Order was opened on 6/17/20 and field work was completed on 6/19/20, but for some reason the Work Order was not closed until 7/9/20. Inspector will be reminded to be prompt closing his work orders.

#### H. USEPA SRF Project Status Report

United States Environmental Protection Agency State Revolving Funds (USEPA SRF)

 Projects listed below that are noted to be in the procurement phase will follow the "Percentage Key" below.

#### Percentage Key: 100% Approved by GM 99% Signature required from either Accounting/Legal/GM 98% Processing engineering service or construction contract (with legal) 95% Request for CCU approval (GM/engineering) 90% A/E fee negotiation or contractor bid evaluation (engineering) 80% Selected A/E or Conducted bid opening (engineering) Advertised RFP/IFB (engineering) 70% 60% RFP/IFB Package under legal review 50% RFP/IFB Package completed (engineering)

Red text anywhere indicates a change from the last report.

Less than 50% Project Scope of work development in progress

 Cells highlighted in green indicate contract amount certified and project active.

NOTE: Table below only reflects SRF projects that are still active. All other projects previously shown are on prior reports

	Project	Project Description	Project Manager	Phase		Start Date (NTP Issued)	Anticipated Completion Date	Contract Amount (+) change orders	Contractor	Status as of 07/31/2020
3	Asan-Adelup- Hagatna RT1 Sewer Line Rehabilitation and Replacement	Rehabilitation of sewer lines from the War in the Padific Asan Park to the Governor's Complex in Adelup. This line is asbestos concrete that is dilapidated and some areas have disintegrated crowns.	Brown & Caldwell	Design	2	12/11/2015	3/30/2017 for Design requirements	\$ 1,780,210.00	HDR	HDR assisting as needed.  Working with CM to review CCTV, submittals as requested, and any variance requests. Also, Archaeological monitoring through HDR contract.  HDR CO for archaeological monitoring and additional construction services services approved by GWA. This CO will include design services for Phase II (Adelup to Hagatna).
				Construction	2	11/9/2018	3/8/2020	\$6,275,782.88	InfraTech	Infratech (via Allied Trenchless) completed Cleaning/CCTV for areas they were able to access.  Contractor working on point repairs. Replacement of three manholes completed. Installed new 16-inch main replacing 12-inch main. Working on point repair near bridge.  Contractor completed TCP for section crossing over to pump station to satisfy DPW to prevent closing down to one lane in both directions.  CO3 for additional cleaning, abatement of 14" AC pipe, additional time and cost for traffic control signed approved by GWA.  Contractor completed work on segment between MH20Aasan and MH20Aasan. Point
				Construction (Phase II)				\$ 4,000,000.00		Contract Onlinghed work or is egiplent between winzbrasal and winzbrasal. Point repair at Ramona St. Started. Contractor also driving sheetpile for new sewer crossing Rt.1 into the Asan Pump Station.  Contract being advertised. Held pre-bid conference. Responding to RFIs.
				CM	2	8/3/2017	3/8/2020	\$ 870,610.41	DCA	Working with Contractor on schedule, submittals, responding to RFIs, and assisting in the negotiations of PCO costs.
4	RT2 Agat War in the Pacific Sewer Line Rehabilitation and Replacement	Rehabilitation of a large segment of sewer line fronting the War in the Pacific Park in Agat that has collapsed.	Brown & Caldwell	Design	3	11/17/2015	3/30/2017 for Design requirements	\$ 316,681.00	SSFM	Providing designer support during construction. Final invoice submitted to GWA on 05/01/2020. Project is completed.
				Construction  Construction (Phase 2)	3	8/31/2017 9/19/2017	10/1/2018 (Contractor in LD period)	\$4,688,042.38	ProPacific  TG Engineers	FOIA request. Currently gathering correspondence records and contract documents.  PPBC needs to submit final CCTV and paperwork for review and acceptance of pipe  between SMH 2 through 10.  All work now completed.  PPBC submitted a request for CO to resolve excess excavated materials, time  extension, ID time, and other costs to BC. CO sent to GWA but prior to executing, the  matter of ID assessment must be resolved. BC is working on this now. The final  payment request is to accompany the change order to reconcile contract obligation  amount. BC requesting final invoice from PPBC together with final As-Builts.  B&C working with HDR to prepare bid documents for RT1 Asan-Adelup-Agana PH2.  Assembling close-out documentation.
5	Brown & Caldwell Project Management	Brown & Caldwell to provide program management services and support.	T. Cruz	Design	4	3/24/2015	2/28/2019	\$ 2,640,220.00	B&C	Project underway.

	Project	Project Description	Project Manager	Phase		Start Date (NTP Issued)	Anticipated Completion Date	Contract Amount (+) change orders	Contractor	Status as of 07/31/2020				
7	Groundwater Wells Rehabilitation (F-3, A-2, A-7, A-12, D-5)	Rehabilitation of existing deep wells and/or in cases where pipe column needs replacing, wells will be re-drilled. The deep wells	Brown & Caldwell	Design	6	5/27/2016	2/28/2018 (for design only)	\$ 1,758,247.00	AECOM	Design services during construction on hold until construction IFB is issued				
		to be rehabilitated are F-3, A-2, A-7, A-12 & D-5.		Construction	4	8/15/2019	8/30/2020			Designer submitted revised bid package to GWA on 07/28/2020. Re-Bid Package, IFB was sent out on 08/04/2020. A Pre-Bid Conference will be conducted virtually by GoToMeeting and scheduled for 08/18/2020 at 10am. Any RFIs must be submitted on or before 08/25/2020. All Bids will be accepted 3pm on 09/24/2020.				
				СМ	4	8/15/2019	8/30/2020			RFP advertised on July 30th, closing date August 16th. Pending notice of award. Negotiations with SSFM have terminated on 08/05/2020. GWA to start negotiations with 2nd qualified consultant, DCA on 08/12/2020.				
8	Tumon Sewer Hot Spots	Investigation, evaluation, and repair of possible solutions, to long plaguing issues where sewer overflows are known to	Brown & Caldwell	Design	7	6/24/2016	10/30/2017 for design only	\$ 572,089.00	TG Engineers	TGE to provide engineering services during bid process.				
		occur in Tumon San Vitores.						Construction	See Project 15	12/1/2018	12/31/2019	See Project 15	See Project 15	See Project 15
				СМ	See Project 15	5/31/2019	5/31/2020	See Project 15	Am Orient	Procurement 100%: Contract fully executed. CM services to be on hold until bidding restarted.				
12	RT4 Relief Sewer Line Rehabilitation	Rehabilitation of sewer lines that are located from Agana	Brown & Caldwell	Design	9	3/1/2016	4/22/2017	\$ 794,000.00	AECOM	AECOM assisting as needed.				
	and Replacement	McDonalds to Marine Drive that have been known to overflow due to structural issues.		Construction	5	9/3/2018	6/30/2020	\$ 3,998,688.00	Insituform	Insituform/Mocon completed all CIPP and post-CCTV. GWA will not install "top hats" on the 4 reinstated service connections under this contract. This work will be added to Rt.1 phase 2 construction.  CCU approved Change Order #5 to increase contingency authorization.  Leaks from end of pipes in several manholes repaired by Mocon.  Submitted Change Order #6 submitted to GWA for approval.  CM reviewing invoice #3.				
					6	9/25/2018	6/30/2020	\$ 3,407,848.00	Ргораспіс	PPBC working on manhole rehab. Infiltration between pipe and liner entering the manholes has been fixed by Insituform.  Installation of new main up- and down-stream from O'Brien intersection completed. Contractor completed all asphalt replacement and installed traffic sensors. DPW to connect sensor loops to light controls this week.  Contractor intends to submit a request for change order for additional work resulting from existing utilities encountered.  Pre-final inspections to begin soon.  Manhole rehab remaining for two manholes. Installation of new manhole at Rt.4/Rt.1 at 50% completion.				
				СМ	6	11/15/2018	12/31/2019	\$ 702,678.13	EMPSCO	Working with contractors on schedules, submittals, permitting, and contractor's request for additional time and costs. Also working with contractors in the field.  Change Order #2 to extend CM contract authorized by CCU. Approval of CO forthcoming.				

Project	.,				Start Date (NTP Issued)	Anticipated Completion Date	change orders	Contractor	Status as of 07/31/2020
14 Southern S	SSES Rehabilitation of segment sewer lines in Windward I		Design				The design was pre	viously comple	eted under bond funding.
Rehabilita (Baza Gard Talofofo)	tion Talofofo area where the Sa	nitary y	Construction	8	8/2/2016	Due to issue related to Santa Rita sewer project completion under analysis.	\$ 1,189,815.00	ProPacific	Santa Rita  401C application: wetland verification with GEPA and DoAG conducted on 05/18/2020. 401C public comment completed 7/15/2020. No comments received. GEPA to issue certification shortly.  Federal Consistency approved 11/25/2019.  SHPO – SEARCH anticipates to submit AMDP by end of week.  Nationwide Permit: approved 06/27/2020; sent to USEPA.  GWA sent right of entry agreement to property owner. Under their Legal Review.  GWA working with legislature to complete easement. GWA and owner to execute a right of entry to proceed with project. GWA currently drafting document.  Construction  GWA agreed to increase the additional costs to use fusible PVC as forcemain. Change order to follow.  Reviewing product submittals  Design  Conditionally approved design documents; BC writing controls specifications.  PPBC started DPW building permit.  Baza Gardens/Talofofo  PPBC completed work for Change Order 4 on 11/04/2019. Processed invoice (52, 245.36).  EMPSCO beginning closeout.
			СМ	8	7/29/2016	5/28/2017	\$ 425,756.09	EMPSCO	Will start close out process once invoice is processed. Pending PPBC submittal of construction photos.  Negotiated Change Order for additional CM services covering project closeout amounts to \$6,067.66. Change Order executed by GWA on 03/28/2019 and transmitted to CM on 03/29/2019.  A deductive change order will be issued to PPBC for the final amount of this change order after all CM services are complete.
15 Tamuning Hot Spots	Sewer Sewer rehabilitation for lir Winner Apartments, Seg Leon Guerrero, and behind Premium Outlets.	und	Design	10	9/9/2016	10/31/2017 (for design only)			TGE to provide engineering services during bid process.
			Construction	9	1/30/2020	12/31/2020	\$ 1,093,955.87	lan Corporation	Building permit still pending with DPW; GEPA released permit clearance.     Contractor continues to revise/resubmit material and document submittals in conjunction with CM review.     Contractor has ordered all approved materials.     Contractor preparing revised construction schedule.     Contractor working on Highway Encroachment Permit.
			СМ	9	3/31/2019	3/31/2020	\$ 531,000.75	Am Orient	CM acknowledged Notice to Proceed (NTP).

Project	Project Description	Project Manager	Phase		Start Date (NTP Issued)	Anticipated Completion Date	Contract Amount (+) change orders	Contractor	Status as of 07/31/2020
16 Talofofo Sewer Pump Stations (4 stations)	Design and construction of 4 sewer lift stations in the Talofof village where sewer lines are installed but never completed.	J. Miller	Design (for Talofofo and Chalan Pago PS)	11	8/17/2016	11/30/2017	\$ 493,818.86	EMPSCO	Design of Talofofo Lift Stations  Final Design completed June 2018.  Design of Chalan Pago Wastewater Pump Station  Final design documents submitted 06/08/2020.  Cost Estimate for construction is \$3.0M, more than double the previous \$1.4M estimate that we budgeted for.  GWA found over a dozen discrepancies with the Cost Estimate, and is having EMPSCO address it. EMPSCO revised the CE which brought it down to \$2.8M. GWA GM believes this is still too high for the proposed work, and further analysis is being conducted.  GWA performed a unit cost comparison between Talofofo and Chalan Pago, which led to more questions regarding the validity of the Chalan Pago estimate. EMPSCO is claiming further investigation into the unusually high estimate is not part of their contract. GWA has a meeting with EMPSCO scheduled on 07/29/2020 at 2pm, to discuss.  Invoice received 06/08/2020. Need to finalize cost estimate prior to paying for final documents.
			Construction	10	12/27/2018	4/27/2020	\$ 2,411,418.00	Giant Const.	All Lift Stations: Manhole vacuum testing to commence Thursday, 07/30/2020. Clean up in progress. Awaiting DPW inspections and GPA power hookup. Functional testing scheduled for August 13-15. Startup and commissioning to follow if no issues encountered.  GWA asking Giant for a quote to install safety bollards in front of lift stations. Awaiting proposed costs to see if it fits within budget constraints.  GWA issued a letter 06/29/20 to extend completion date to 07/20/2020. On 07/28/20, Giant responded with a letter requesting new completion date of 08/31/2020. Giant has been incurring liquidated damage days since 04/23/2020.  CRN-02, regarding force main not reaching the ARV at highest point in as-built submitted by Giant. Giant confirmed on 07/16/201t was correctly installed. Closed.  CRN-03, pertaining to an offset joint discovered in the lamp test of the gravity line connecting the new terminal MH to the existing MH; Ayuyu station. Giant performed corrective work on 07/28/20. GWA reviewing lamp test to confirm.  Invoice 08 submitted on 06/18/2020, covering 03/01/2020 through 06/13/2020. With GWA Finance for processing.
			СМ		12/1/2018	12/31/2019	•		GWA Engineering will management construction management tasks.
18 Water Hydraulic Model (SCADA ready instruments to update Model)	Design and construction of instrumentation at key water sites in the Barrigada service area necessary to update GWA Water hydraulic model.	Barbara Cruz	Design	12	8/3/2016	3/15/2017	\$ 523,268.00		Design complete.
		J. Mendiola/G. Yeoh	Construction (Phase I)	12	8/3/2016	6/30/2020	\$ 4,532,000.00	Sumitomo	Project went out to bid October 2019. Contract with SMCC was approved by the CCU on 01/28/2020. PUC Notification sent out on 03/05/2020. Contract effective 04/21/2020. NTP made effective 5/6/2020. Kickoff/pre-construction meeting held 5/14/2020. Permitting being run through DPW and will be routed to Parks and Recs. Authorization letter provided to SMCC for permitting on 06/10/2020. Permit process ongoing. Received comments from DPW and we are now in the process of providing them updated plans.
			СМ		6/15/2019	6/30/2020			

	Project	Project Description	Project Manager	Phase		Start Date (NTP Issued)	Anticipated Completion Date	Contract Amount (+) change orders	Contractor	Status as of 07/31/2020
2	Project Advertisement	Each IFB or RFP requires advertising	Engineering/ Procurement	MISC	1			\$ 25,172.50	PDN/Post	On-going
24	Dungca Beach Sewer Improvements		GWA CIP Engr	Design						Selection committee scores are with GM for his review and approval.
2!	Hagatna Sewer Pump Station Force Main		GWA CIP Engr	Design						Selection committee to be identified. RFP Advertised 07/07/2020; Due on 07/28/2020.
20	Fujita Sewer Pump Station Force Main		GWA CIP Engr	Design						Mo is finalizing the RFP draft.
2	Well Rehab A-28, M-14, D-15 & F-7		GWA CIP Engr	Design						Draft scope of work with Chief Engineer for review.

\$ 65,741,613.02



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## Financial Statement Overview July 2020

Since the move to PCOR 3 on July 20,2020, the number of COVID-19 positive cases increased by 130 positive cases through August 12, 2020. In response to the jump in cases, the Governor issued Executive Order 2020-27 placing the island back in PCOR 1 for two weeks, closing essential businesses and restricting public access to government agencies. While GWA employees will continue to report to work, the public will not be allowed into lobbies or offices; the drive-thrus will remain open and customers will be encouraged to conduct business online or via the phone.

The Federal Pandemic Unemployment Compensation which provided \$600 per week to the unemployed, expired on July 31, 2020. However, the \$345 per week Pandemic Unemployment Assistance checks continue to be paid. Guam Department of Labor (GDOL) faced some delays in July issuing checks to ensure fraudulent applications were weeded out. GWA will monitor these developments' impact on collections.

On April 28th, CCU Resolution 24-FY2020 granted a lifting of credit card limits on payments for non-residential accounts. Below is a summary of payments made and related fees exceeding the limit.

Month	Customer Count	Amount Paid	Fees	% of Fees to Payments
May 2020	18	\$22,011	\$543	2.46%
June 2020	21	\$34,919	\$702	2.01%
July 2020	35	\$53,191	\$1,069	2.01%

On June 1<sup>st</sup>, GWA launched its new pay site and has joined the *Going Online Together* campaign with several other organizations. There have been incidents of double payments and staff has reached out to customers quickly to resolve. IT is working closely with the vendor to address this issue.

Year to Date consumption is slightly lower than last year (water consumption -1%, wastewater consumption +1%) and July 2020 consumption dipped below July 2019 (water consumption -5%, wastewater consumption 0%). Increases in residential demand continue to be offset by reductions in commercial demand. We continue to monitor bills as they drop in August to determine the impact of the closing of the economy while hotels remain empty except for military related stays, government quarantine sites and homeless shelters. Visitors from low risk countries will not be quarantined if they stay less than 5 days. However, with the increase in COVID cases, their home countries may not be willing to ease quarantine requirements on their return.

Although some private schools had opened in early August and public schools were scheduled to begin in person classes on August 17, the declaration of PCOR 1 has either postponed in person classes or moved them on-line. This impacts demand as GDOE has been one of GWA's top ten customers for both water and wastewater services. See Schedule K for Water Demand for FY2015 to FY2020.



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As revenues are monitored, the cost containment plan continues to be also adjusted as needed. While sufficient cash reserves are in place, management will continue to assess the situation and make any course corrections required to ensure continuity of services to our customers while keeping the safety of our staff the highest priority. Updating projections based on data through June resulted in a further downward adjustment of FY2020 revenues and expenditures by \$2.4M and \$1.1M respectively

GWA intends to refinance its Series 2013 Bonds as Series 2020B in August given favorable market conditions. As part of the preparation for the issuance, Moody's Investor Service and S&P Global Services affirmed GWA's credit ratings at Baa2 Outlook Negative and A- Stable Outlook, respectively, despite financial challenges resulting from the COVID-19 Pandemic over the last few months.

Although Fitch did not rate the Series 2020B Bonds, on August 13, 2020, they upgraded GWA's rating on Series 2013,2014. 2016, and 2017 to BBB Outlook Stable from BBB-.

The FY2021 Budget is presented separately for the CCUs review and approval. Revenues and expenses have been adjusted downward based on projections developed as part of the Series 2020B Preliminary Offering Statement (POS).

#### Balance Sheet

- Total Assets & Deferred Outflows of Resources of \$915.7M in September 2019 grew by \$167.3M or 18% to \$1.1B in July 2020 largely due to funds from the sale of bonds which settled on June 4<sup>th</sup>. Current Assets decreased by \$6.6M, Property, Plant and Equipment increased by \$59.3M, and Other Noncurrent Assets increased by \$115.26M. Schedule G contains a schedule of restricted and unrestricted cash and investments.
- Liabilities & Deferred Inflow of Resources of \$714.2M in September 2019 similarly increased by \$121.6M or 17% to \$835.8M in July 2020 primarily due to the June bond sale, increasing Long Term Debt by 121.6M (\$134M par and \$8.7M in premium less cost of issuance and debt service payments made at the beginning of July).
- Accounts Receivable days were 48 in July 2020 as compared to 50 in September 2019 and Accounts Payable days were 37 in July 2020 as compared to 38 in September 2019.

#### Statement of Operations and Retained Earnings

- Note that the budget, was adjusted in April to reflect the effects of the public health emergency.
   However, the budget was not adjusted to reflect forecast adopted in the Series 2020B POS; the adjustment will be made next month.
- Total Operating Revenues for July 2020 of \$8.5M were 6% or \$519K less than budget and 15% or \$1.5M less than July 2019 due to the impact of the COVID-19 public health emergency and offset by the 5% increase effective in March.
- Year to Date Operating Revenues as of July 2020 of \$89.1M were \$1.3M less or 1% less than budget and were \$3.9M or 4% less than last year.
- Total Operating Expenses for July 2020 of \$7.1M were \$37.3K or 1% above budget, mainly due to an increase in water purchases \$206.6 more than budget. Total Operating Expenses for July



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2020 were 4% or \$298.6K more than July 2019 with decreases in most expense categories except Water Purchases and Salaries and Wages.

- Year to Date Operating Expenses at July 2020 of \$72.5M were \$2.1M more than budget of \$70.3M with Power, Depreciation and Retiree Costs coming in higher than budget. Year to Date Operating Expenses at July 2020 were \$1.7M or 2% more than last year's \$70.8M mainly due to increases in Salaries and Benefits and Depreciation compared to the prior year.
- Earnings from Operations for July 2020 of \$1.4M were 28% or \$556.7K less than budget and 55% or \$1.75M less than July 2019. Change in Net Assets for July 2020 of \$7.5M were \$4.8M more than the \$2.7M budget mainly due \$5.4M more in Grants and \$3.2M more than July 2019 due to \$7.0M more in Grants offsetting the \$2.1M decrease in Non-operating Revenues and Expenses.
- Year to Date Earnings from Operations as of July 2020 of \$16.6M were 17% or \$3.4M less than budget and 25% or \$5.6M less than YTD Earnings as of July 2019. Year to Date Change in Net Assets as of July 2020 of \$45.7M were \$18.7M or 69% more than budget mainly due to \$17.3M more in Grants from US Government than projected. Year to Date Change in Net Assets as of July 2020 were \$15.6M or 52% more than YTD as of July 2019 mainly due to \$37.1M more in US Government Grants and \$11.6M less in AFUDC and \$2.9M less in interest income.

#### Key Financial Indicators

Indicator	Target	June 2020	July 2020
DSC YTD			
<ul> <li>Per Section 6.12 of Indenture</li> </ul>	1.25	1.27	1.30
Per PUC / CCU	1.40	1.27	1.30
YTD Month to Month Change in Net Assets		22%	23%
Days - Cash on Hand	120 days	292 days	296 days
Collection Ratio			
<ul> <li>Month to Date</li> </ul>	98%	103%	101%
Year to Date	98%	98%	98%
Days Billed	30	31	31
Account Receivable Days	45	48	48
Account Payable Days	45	35	37
Employee Count	400 FTE	384 FTE	382 FTE
Water Demand			
<ul> <li>Month to Date</li> </ul>	467,615	469,531	487,510
Year to Date	3,740,923	4,306,513	4,794,023
Wastewater Flow			
<ul> <li>Month to Date</li> </ul>	382,224	337,574	338,787
Year to Date	2,775,095	3,055,924	3,394,712
Water Customers	42,724	42,838	42,904
Wastewater Customers	29,604	29,518	29,684

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#### GUAM WATERWORKS AUTHORITY Balance Sheet July 31, 2020

SCHEDULE A

•	Unaudited	Audited	Increase
ASSETS AND DEFERRED OUTFLOWS of RESOURCES	July 31, 2020	September 30, 2019	(Decrease)
Current Assets		-	
Cash Unrestricted (Schedule G)	40,804,265	36,140,182	4,664,083
Restricted Funds (Schedule G)	30,520,573	37,890,369	(7,369,797)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables	13,365,127	14,346,247	(981,120)
of \$7,707,823.46 at Jul 31, 2020 and \$7,789,943 at Sep 30, 2019 Federal Receivable	1,420,592	3,711,435	(2,290,843)
Other Receivable	866,998	1,794,082	(927,083)
Materials & Supplies Inventory, Net of Allowance for Obsolescence	4,197,636	3,897,352	300,284
of \$64,131 at Jul 31, 2020 and \$64,131 at Sep 30, 2019 Total Current Assets	91,175,191	97,779,668	(6,604,476)
Total Gardin, 1888.	,,	,	(=,== 1, 11 =)
Property, Plant and Equipment			
Utility plant in service Water system	383,206,639	381,484,623	1,722,016
Wastewater system	470,544,383	429,896,579	40,647,804
Non-utility property	24,269,962	23,200,625	1,069,337
Total property Less: Accumulated Depreciation	878,020,984 (341,883,237)	834,581,827 (321,561,403)	43,439,157 (20,321,834)
Land	3,914,815	3,914,815	(20,021,004)
Construction Work in Progress	136,370,918	100,162,613	36,208,305
Property, Plant and Equipment, net	676,423,480	617,097,852	59,325,628
Other noncurrent assets and deferred charges			
Restricted cash (Schedule G)	221,959,417	109,937,511	112,021,905
Investments (Schedule G) Other Prepaid Expenses	62,212,615 3,489,696	61,231,877 1,667,816	980,738 1,821,880
Regulatory Assets	430,962	1,007,010	430,962
Total other noncurrent assets and deferred charges	288,092,690	172,837,204	115,255,486
Total Assets	1,055,691,361	887,714,724	167,976,638
Total Assets	1,000,001,001	001,114,124	107,370,000
Deferred outflows of resources			
Debt defeasance due to bond refunding Deferred outflows from pension	11,286,624 9,057,499	11,976,380 9,057,499	(689,756)
Deferred outflows from OPEB	6,982,196	6,982,196	-
Total Assets and Deferred Outflows of Resources	1,083,017,681	915,730,799	167,286,882
LIADILITIES DEFENDED INFLOWS of DESCRIPCES AND MET ASSETS			
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS  Current Liabilities			
Current maturities of long-term debt			
Series 2010 Revenue Bond	-	1,895,000	(1,895,000)
Series 2013 Revenue Bond Series 2014 Refunding Bond	2,990,000 530,000	2,695,000 3,760,000	295,000 (3,230,000)
Series 2016 Revenue Bond	3,860,000	420,000	3,440,000
Series 2017 Refunding Bond	2,040,000	-	2,040,000
Notes Payable Accounts Payable -Trade	3,191,960	2,319,108 4,121,449	(2,319,108) (929,488)
Accrued and Other Liabilities	976,763	1,374,565	(397,802)
Interest Payable	2,087,892	6,359,303	(4,271,411)
Accrued Payroll and Employee Benefits	1,484,040	1,685,235	(201,194)
Current portion of employee annual leave Contractors' Payable	584,204 17,980,709	584,204 22,094,820	- (4,114,111)
Customer and Other Deposits	2,212,736	2,349,490	(136,754)
Total Current Liabilities	37,938,305	49,658,173	(11,719,868)
Long Term Debt. less current maturities			
Series 2010 Revenue Bond	-	-	-
Series 2013 Revenue Bond	166,945,000	169,935,000	(2,990,000)
Series 2014 Refunding Bond	64,610,000 139,030,000	65,140,000	(530,000)
Series 2016 Revenue Bond Series 2017 Refunding Bond	105,325,000	142,890,000 107,365,000	(3,860,000) (2,040,000)
Series 2020A Revenue Bond	134,000,000	-	134,000,000
Unamortized Bond Premium/Discount	40,605,973	31,863,590	8,742,383
Net pension liability Net OPEB obligation	49,593,171 62,656,405	49,593,171 62,656,405	-
Employee Annual Leave, Less Current Portion	838,545	838,545	-
Employee Sick Leave	1,054,545	1,054,545	-
Total Liabilities	802,596,944	680,994,429	121,602,515
i our Eusmities	002,030,344	000,334,423	121,002,010
Deferred inflows of resources:			
Deferred inflows from pension Deferred inflows from OPEB	1,444,744	1,444,744	-
Deletied Ithiows Itom OPED	31,758,062	31,758,062	-
Total Liabilities and Deferred Inflows of Resources	835,799,750	714,197,235	121,602,515
Net Access	6.2.6.2.6.6.6	004 700 704	4= 00 / 00=
Net Assets	247,217,931	201,533,564	45,684,367
Total Liabilities, Deferred Inflows of Resources and Net Assets	1,083,017,681	915,730,799	167,286,881

#### GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings Comparative Budget vs. Actual for the period ending July 31, 2020

SCHEDULE B

	Month to Date		Variance
	Budget* July-20	Actual (Unaudited) July-20	Favorable / (Unfavorable)
OPERATING REVENUES	•	•	
Water Revenues	5,482,041	5,532,300	50,258
Wastewater Revenues Legislative Surcharge	3,173,105 268,785	2,659,186 249.680	(513,919) (19,105)
Other Revenues	35,994	15,742	(20,252)
System Development Charge	76,247	59,848	(16,399)
Total Operating Revenues OPERATING AND MAINTENANCE EXPENSES	9,036,173	8,516,756	(519,417)
Water Purchases	625,000	831,550	(206,550)
Power Purchases	1,084,725	1,002,658	82,066
Total Utility Costs	1,709,725	1,834,208	(124,484)
Salaries and Wages	1,807,507	1,623,271	184,236
Pension and Benefits Total Salaries and Benefits	546,381	561,182 2,184,453	(14,800) 169,436
Capitalized Labor and Benefits	2,353,889 (391,667)	(299,410)	(92,257)
Net Salaries and Benefits	1,962,222	1,885,043	77,179
Administrative and General Expenses	440.000	100 710	40.440
Sludge removal Chemicals	119,822 166,850	100,712 140,337	19,110 26,513
Materials & Supplies	154,478	108,749	45,729
Transportation	42,453	24,741	17,712
Communications Claims	13,624 6,339	11,246 17,999	2,378 (11,660)
Insurance	77,905	78,369	(464)
Training & Travel	10,562	-	10,562
Advertising	5,392	9,901	(4,509)
Miscellaneous Regulatory Expense	86,091 20,596	88,415 510	(2,324) 20,086
Bad Debts Provision	177,174	168,264	8,911
Total Administrative and General Expense	881,285	749,241	132,044
Depreciation Expense Contractual Expense	1,830,222	2,108,913	(278,690)
Audit & Computer Maintenance	82,648	77,105	5,543
Building rental	36,300	26,418	9,882
Equipment rental Legal	83,630	8,996	74,634
Laboratory	3,616 23,948	11,131	3,616 12,817
Other	179,783	104,915	74,869
Total Contractual Expense	409,925	228,564	181,361
Retiree Supp. Annuities and health care costs Contribution to Government of Guam	190,069 50,334	214,779 50,333	(24,710) 1
Total Retiree Benefits	240,402	265,112	(24,710)
Total Operating Expenses	7,033,782	7,071,082	(37,300)
Earnings (Loss) from Operations Interest Income - 2010/13/14/16/17/20 Series Bond	2,002,392 112,563	1,445,675 3,157	(556,717)
Interest Income - Other Funds	18,048	1,419	(16,629)
Interest Income - SDC	2,131	5,072	2,941
Interest Expense - 2010/13/14/16/17/20 Series Bond Interest Expense - ST BOG	(2,675,432) (5,612)	(2,087,892)	587,541 5,612
Federal Expenditures	(3,012)	(27,842)	(27,842)
Loss on Asset Disposal	-	-	-
AFUDC Amortization of Discount, Premium and Issuance Costs	(33,637)	- (417,730)	(384,093)
Defeasance due to bond refunding	(28,676)	(68,976)	(40,299)
Deferred outflows from pension	-	-	· - '
Prior Year Adjustment	(2.610.616)	(98,320)	(98,320)
Total non-operating revenues (expenses)  Net Income (Loss) before capital contributions	(2,610,616) (608,224)	(2,691,111) (1,245,436)	(80,495) (637,212)
Capital Contributions	(/	( , -,)	( , -=)
Grants from US Government	3,311,071	8,754,403	5,443,331
Grants from GovGuam & Others Total Capital Contributions	3,311,071	19,726 8,774,128	19,726 5,463,057
Change in Net Assets	2,702,847	7,528,692	4,825,845
Debt Service Calculation Earnings From Operations	2 002 202	1,445,675	
System Development Charge	2,002,392 (76,247)	(59,848)	
Retiree COLA	50,334	50,333	
Interest/Investment Income	18,048	1,419	
Depreciation  Balance Available for Debt Service per Section 6.12	1,830,222 3,824,749	2,108,913 3,546,491	
Working Capital Reserve Available for Debt Service	-	-	
Transfer to Working Capital - Debt Service Reserve	-	-	
Transfer to Working Capital - O&M Reserve  Balance Available for Debt Service inclusive of reserves	3,824,749	3,546,491	
Debt Service	3,024,749	3,340,481	
Principal	730,833	730,833	
Interest	2,117,099	2,117,099	
Total Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	2,847,932 1.34	2,847,932 1.25	
Debt Service Coverage (1.40X) inclusive of reserves (PUC)	1.34	1.25	
-			

\*Cost containment budget

#### GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings Comparative for the period ending July 31, 2020 and 2019

SCHEDULE C

		Actual (Audited)	Variance Increase / (Decrease)
OPERATING REVENUES	July-20	July-19	(Decrease)
Water Revenues	5,532,300	5,903,203	(370,903)
Wastewater Revenues	2,659,186	3,614,959	(955,773)
Legislative Surcharge Other Revenues	249,680 15,742	313,711 40,290	(64,032) (24,548)
System Development Charge	59,848	98,196	(38,348)
Total Operating Revenues OPERATING AND MAINTENANCE EXPENSES	8,516,756	9,970,360	(1,453,604)
Water Purchases	831,550	501,096	330,454
Power Purchases	1,002,658	1,322,496	(319,837)
Total Utility Costs	1,834,208	1,823,592	10,617
Salaries and Wages	1,623,271	1,461,055	162,216
Pension and Benefits Total Salaries and Benefits	561,182	458,157 1,919,212	103,025
Capitalized Labor and Benefits	2,184,453 (299,410)	(280,661)	265,241 (18,749)
Net Salaries and Benefits	1,885,043	1,638,551	246,492
Administrative and General Expenses	100 710	142 100	(44.200)
Sludge removal Chemicals	100,712 140,337	142,100 179,005	(41,388) (38,669)
Materials & Supplies	108,749	130,329	(21,580)
Transportation	24,741	75,393	(50,652)
Communications	11,246	24,935	(13,689)
Claims Insurance	17,999 78,369	5,469 77,860	12,529 509
Training & Travel	-	14,971	(14,971)
Advertising	9,901	1,637	8,264
Miscellaneous	88,415	79,716	8,699
Regulatory Expense Bad Debts Provision	510 168,264	30,960 201,719	(30,450) (33,455)
Total Administrative and General Expense	749,241	964,094	(214,853)
Depreciation Expense	2,108,913	1,667,910	441,003
Contractual Expense Audit & Computer Maintenance	77,105	89,019	(11,914)
Building rental	26,418	35,412	(8,994)
Equipment rental Legal	8,996	72,872	(63,876)
Laboratory	11,131	27,188	(16,057)
Other	104,915	164,930	(60,016)
Total Contractual Expense	228,564	389,421	(160,857)
Retiree Supp. Annuities and health care costs Contribution to Government of Guam	214,779 50,333	238,872 50,000	(24,093) 333
Total Retiree Benefits	265,112	288,872	(23,760)
Total Operating Expenses	7,071,082	6,772,440	298,642
Earnings (Loss) from Operations Interest Income - 2010/13/14/16/17/20 Series Bond	1,445,675	3,197,920 319,552	(1,752,245)
Interest Income - 2010/13/14/16/17/20 Series Bond Interest Income - Other Funds	3,157 1,419	70,010	(316,395) (68,591)
Interest Income - SDC	5,072	14,294	(9,222)
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,087,892)	(2,117,099)	29,207
Interest Expense - ST BOG Federal Expenditures	- (27,842)	(13,991)	13,991
Loss on Asset Disposal	(27,042)	-	(27,842)
AFUDC	-	1,157,306	(1,157,306)
Amortization of Discount, Premium and Issuance Costs Defeasance due to bond refunding	(417,730) (68,976)	119,709 (69,534)	(537,438) 558
Deferred outflows from pension	(00,970)	(09,554)	-
Prior Year Adjustment	(98,320)	(31,680)	(66,640)
Total non-operating revenues (expenses)	(2,691,111)	(551,432)	(2,139,678)
Net Income (Loss) before capital contributions Capital Contributions	(1,245,436)	2,646,487	(3,891,924)
Grants from US Government	8,754,403	1,714,737	7,039,665
Grants from GovGuam & Others	19,726	2,500	17,226
Total Capital Contributions Change in Net Assets	8,774,128 7,528,692	1,717,237 4,363,725	7,056,891 3,164,967
•			
Debt Service Calculation	4.445.035	0.407.000	
Earnings From Operations System Development Charge	1,445,675 (59,848)	3,197,920 (98,196)	
Retiree COLA	50,333	50,000	
Interest/Investment Income	1,419	70,010	
Depreciation	2,108,913	1,667,910	
Balance Available for Debt Service per Section 6.12	3,546,491	4,887,644	
Working Capital Reserve Available for Debt Service Transfer to Working Capital - Debt Service Reserve	-	958,951 -	
Transfer to Working Capital - Debt Service Reserve  Transfer to Working Capital - O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	3,546,491	5,846,595	
		470.050	
Debt Service Principal	730,833	476,250	
Debt Service Principal Interest	2,117,099	2,137,785	
Debt Service Principal Interest Total	2,117,099 2,847,932	2,137,785 2,614,035	
Debt Service Principal Interest	2,117,099	2,137,785	

#### GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings Comparative Budget vs. Actual for the period ending July 31, 2020

SCHEDULE D

	Year to D	) ato	Variance
		Actual (Unaudited) July-20	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues Wastewater Revenues	54,820,415 31,731,054	55,420,696 29,811,719	600,281 (1,919,335)
Legislative Surcharge	2,687,849	2,691,138	3,289
Other Revenues	359,943	549,293	189,349
System Development Charge	762,470	617,818	(144,652)
Total Operating Revenues OPERATING AND MAINTENANCE EXPENSES	90,361,731	89,090,664	(1,271,067)
Water Purchases	5,150,000	5,090,545	59,455
Power Purchases	11,947,246	12,127,625	(180,379)
Total Utility Costs	17,097,246	17,218,169	(120,923)
Salaries and Wages	18.075.075	17,117,293	957.782
Pension and Benefits	5,463,811	5,361,844	101,967
Total Salaries and Benefits	23,538,886	22,479,137	1,059,749
Capitalized Labor and Benefits	(3,916,667)	(3,000,421)	(916,246)
Net Salaries and Benefits  Administrative and General Expenses	19,622,219	19,478,716	143,504
Sludge removal	1,244,218	1,243,836	383
Chemicals	1,783,497	1,737,234	46,263
Materials & Supplies Transportation	1,626,775	1,590,545	36,230
Communications	449,531 130,235	449,389 129,510	143 725
Claims	123,386	123,352	34
Insurance	780,553	780,530	23
Training & Travel	145,623	117,519	28,104
Advertising Miscellaneous	49,920 905,909	45,407 904,152	4,513 1,758
Regulatory Expense	275,962	271,574	4,387
Bad Debts Provision	1,771,742	1,758,431	13,311
Total Administrative and General Expense	9,287,351	9,151,478	135,873
Depreciation Expense Contractual Expense	18,302,225	20,397,313	(2,095,089)
Audit & Computer Maintenance	616,476	611.827	4.649
Building rental	365,000	364,952	48
Equipment rental	665,295	664,480	815
Legal Laboratory	31,664 170,482	28,477 170,220	3,187 262
Other	1,775,834	1,767,994	7,840
Total Contractual Expense	3,624,751	3,607,950	16,802
Retiree Supp. Annuities and health care costs	1,900,685	2,124,003	(223,318)
Contribution to Government of Guam Total Retiree Benefits	503,338 2,404,023	503,334 2,627,337	(223,314)
Total Operating Expenses	70,337,816	72,480,963	(2,143,147)
Earnings (Loss) from Operations	20,023,915	16,609,701	(3,414,214)
Interest Income - 2010/13/14/16/17/20 Series Bond	1,125,632	983,694	(141,937)
Interest Income - Other Funds Interest Income - SDC	180,478 21,306	272,611 89.557	92,134 68,252
Interest income - 3DC Interest Expense - 2010/13/14/16/17/20 Series Bond	(26,754,323)	(21,644,282)	5,110,041
Interest Expense - ST BOG	(56,121)	(38,188)	17,933
Federal Expenditures	-	(144,643)	(144,643)
Loss on Asset Disposal AFUDC	-	(254,364)	(254,364)
Amortization of Discount, Premium and Issuance Costs	(336,367)	116,945	453,312
Defeasance due to bond refunding	(286,762)	(689,756)	(402,994)
Deferred outflows from pension	-	(400,004)	(400,004)
Prior Year Adjustment Total non-operating revenues (expenses)	(26,106,157)	(168,221) (21,476,645)	(168,221) 4,629,512
Net Income (Loss) before capital contributions	(6,082,242)	(4,866,944)	1,215,298
Capital Contributions			
Grants from US Government	33,110,714	50,420,981	17,310,267
Grants from GovGuam & Others Total Capital Contributions	33,110,714	130,329 50,551,311	130,329 17,440,597
Change in Net Assets	27,028,472	45,684,367	18,655,894
	\ <u>-</u>		
Debt Service Calculation			
Earnings From Operations System Development Charge	20,023,915	16,609,701 (617,818)	
Retiree COLA	(762,470) 503,338	503,334	
Interest/Investment Income	180,478	272,611	
Depreciation	18,302,225	20,397,313	
Balance Available for Debt Service per Section 6.12 Debt Service	38,247,485	37,165,141	
Principal Principal	7,308,333	7,308,333	
Interest	21,170,990	21,170,990	
Total	28,479,323	28,479,323	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.34	1.30	
Debt Service Coverage (1.40X) inclusive of reserves (PUC)	1.34	1.30	

\*Cost containment budget

#### GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings Comparative for the period ending July 31, 2020 and 2019

SCHEDULE E

	Year to Actual (Unaudited) July-20	Date Actual (Audited) July-19	Variance Increase / (Decrease)
OPERATING REVENUES		•	,
Water Revenues	55,420,696	56,188,056	(767,360)
Wastewater Revenues Legislative Surcharge	29,811,719 2,691,138	32,582,906 2,940,443	(2,771,187) (249,305)
Other Revenues	549,293	561,508	(12,216)
System Development Charge	617,818	753,705	(135,887)
Total Operating Revenues	89,090,664	93,026,618	(3,935,954)
OPERATING AND MAINTENANCE EXPENSES Water Purchases	5,090,545	5,110,179	(19,635)
Power Purchases	12,127,625	13,224,957	(1,097,332)
Total Utility Costs	17,218,169	18,335,136	(1,116,967)
Salaries and Wages	47 447 202	10 010 511	1,097,751
Pension and Benefits	17,117,293 5,361,844	16,019,541 5,092,893	268,951
Total Salaries and Benefits	22,479,137	21,112,434	1,366,702
Capitalized Labor and Benefits	(3,000,421)	(2,660,368)	(340,053)
Net Salaries and Benefits  Administrative and General Expenses	19,478,716	18,452,066	1,026,649
Sludge removal	1,243,836	1,246,801	(2,965)
Chemicals	1,737,234	1,722,415	14,818
Materials & Supplies	1,590,545	1,844,862	(254,318)
Transportation	449,389	531,167	(81,778)
Communications Claims	129,510 123,352	136,793 49,901	(7,283) 73,451
Insurance	780,530	759,705	20,824
Training & Travel	117,519	238,992	(121,473)
Advertising	45,407	102,441	(57,034)
Miscellaneous	904,152	837,059	67,092
Regulatory Expense Bad Debts Provision	271,574 1,758,431	168,810 1,834,228	102,764 (75,797)
Total Administrative and General Expense	9,151,478	9,473,177	(321,698)
Depreciation Expense	20,397,313	17,499,495	2,897,818
Contractual Expense			
Audit & Computer Maintenance Building rental	611,827 364,952	599,128 352,309	12,700 12,643
Equipment rental	664,480	946,851	(282,371)
Legal	28,477	10,754	17,723
Laboratory	170,220	227,096	(56,877)
Other	1,767,994	2,036,140	(268,146)
Total Contractual Expense Retiree Supp. Annuities and health care costs	3,607,950 2,124,003	4,172,279 2,376,257	(564,329) (252,255)
Contribution to Government of Guam	503,334	500,000	3,334
Total Retiree Benefits	2,627,337	2,876,257	(248,921)
Total Operating Expenses	72,480,963	70,808,410	1,672,552
Earnings (Loss) from Operations Interest Income - 2010/13/14/16/17/20 Series Bond	16,609,701 983,694	22,218,208 3,410,842	(5,608,507)
Interest Income - Other Funds	272,611	698,586	(425,975)
Interest Income - SDC	89,557	145,239	(55,682)
Interest Expense - 2010/13/14/16/17/20 Series Bond	(21,644,282)	(21,357,160)	(287,122)
Interest Expense - ST BOG Federal Expenditures	(38,188) (144,643)	(173,406)	135,218 (144,643)
Loss on Asset Disposal	(254,364)	-	(254,364)
AFUDC	-	11,573,060	(11,573,060)
Amortization of Discount, Premium and Issuance Costs	116,945	1,197,089	(1,080,144)
Defeasance due to bond refunding Deferred outflows from pension	(689,756)	(695,339)	5,584
Prior Year Adjustment	(168,221)	(311,072)	142,851
Total non-operating revenues (expenses)	(21,476,645)	(5,512,162)	(15,964,484)
Net Income (Loss) before capital contributions	(4,866,944)	16,706,046	(21,572,990)
Capital Contributions Grants from US Government	50,420,981	13,319,909	37,101,072
Grants from GovGuam & Others	130,329	81,279	49,051
Total Capital Contributions	50,551,311	13,401,188	37,150,123
Change in Net Assets	45,684,367	30,107,234	15,577,132
Debt Service Calculation Earnings From Operations	16 600 701	22 240 200	
System Development Charge	16,609,701 (617,818)	22,218,208 (753,705)	
Retiree COLA	503,334	500,000	
Interest/Investment Income	272,611	698,586	
Depreciation  Palance Available for Debt Service per Section 6.13	20,397,313	17,499,495	
Balance Available for Debt Service per Section 6.12 Working Capital Reserve Available for Debt Service	37,165,141	40,162,584 9,605,396	
Transfer to Working Capital - Debt Service Reserve	-	-	
Transfer to Working Capital - O&M Reserve			
Balance Available for Debt Service inclusive of reserves	37,165,141	49,767,980	
Debt Service	7 200 200	4 700 F00	
Principal Interest	7,308,333 21,170,990	4,762,500 21,377,846	
Total	28,479,323	26,140,346	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.30	1.54	
Debt Service Coverage (1.40X) (PUC)	1.30		
Debt Service Coverage (1.75X) inclusive of reserves (PUC)		1.90	

#### Guam Waterworks Authority System Development Charges Project Status As of July 31, 2020

SCHEDULE F

	Total
Funding Summary	
Total available project funds	\$ 13,127,861
Total project expenditures and encumbrances	 10,217,522
Total unobligated project funds	\$ 2,910,339

#### **Projects Funded**

		Outstanding	Expenditures and
Project Description	Expenditures	<b>Encumbrances</b>	<b>Encumbrances</b>
Agat-Santa Rita Wastewater Treatment Plant Replacement	1,166,075	35,931	1,202,006
Baza Gardens Wastewater Cross Island Pumping & Conveyance	1,150,881	3,090	1,153,971
Central Guam Reservoirs		280,040	280,040
Line Replacement Phase IV		256,937	256,937
Northern DWWTP	13,798	5,408,801	5,422,599
Northern DWWTP (Land Purchase)	1,000,000		1,000,000
Route 4 Relief Sewerline Rehab & Replacement		399,869	399,869
South Paulino Heights Waterline Upgrade	84,056	4,714	88,770
Talofofo Sewer Improvement		241,142	241,142
Umatac Merizo WWTP		42,783	42,783
Groundwater Well Production Meter Rep.		129,405	129,405
	\$ 3,414,811	\$ 6,802,711	\$ 10,217,522

Future planned projects	FY2020
Water Wells	1,500,000
Water Dist Sys Pipe Replacement & Upgrades	1,000,000
	\$ 2,500,000

#### GUAM WATERWORKS AUTHORITY Restricted and Unrestricted Cash Summary FY2020

SCHEDULE G

Description	Unaudited July 31, 2020	Audited September 30, 2019	Increase (Decrease)
UNRESTRICTED	July 31, 2020	September 30, 2019	(Decrease)
Change Fund	2.000	2.000	_
Petty Cash	4,450	4,450	-
BOG Deposit Accounts	3,782,888	4,955,587	(1,172,698)
BOG O & M Reserve	25,688,668	13,933,323	11,755,344
BOG CapEx Fund	11,326,260	17,244,823	(5,918,563)
Sub-total Unrestricted	40,804,265	36,140,182	4,664,083
RESTRICTED			
ANZ Bank	178	19	159
Bank Pacific	24,085	12,321	11,764
Bank of Hawaii	187,537	220,158	(32,621)
Community First FCU	4,318	2,530	1,788
First Hawaiian Bank	40,076	11,761	28,315
Bank Pacific Surcharge	597,996	302,837	295,159
Bank Pacific Escrow Deposit BOG Customer Refunds	842,274 2,027,194	836,528	5,747
BOG Customer Returns  BOG Emergency Reserve Fund	2,027,194 6,243	1,871,553 6,237	155,642 6
BOG Sewer Hookup Revolving Fund	67,801	67,094	707
BOG Subordinate Security Fund	-	859,233	(859,233)
BOG Operation and Maintenance Fund	3,083,482	3,083,482	(000,200)
BOG Revenue Trust	607,264	1,164,224	(556,960)
BOG Revenue Trust Fund	7,633,890	7,613,000	20,890
BOG Capital Improvement Revenue Fund	5,715,219	1,001,292	4,713,927
BOG Debt Service Reserve	189	11,563,736	(11,563,548)
<del>-</del>	20,837,746	28,616,004	(7,778,258)
BOG - SDC Deposit	4,932,827	2,024,365	2,908,461
BOG - SDC CDs	4,750,000	7,250,000	(2,500,000)
Total SDC	9,682,827	9,274,365	408,461
Total Restricted	30,520,573	37,890,369	(7,369,797)
Reserve Funds			
BOG Series 2013 Construction Fund	8,794,793	14,170,759	(5,375,966)
BOG Series 2014 Refunding Construction Fund	219,094	217,448	1,646
BOG Series 2016 Construction Fund	70,750,473	89,235,554	(18,485,081)
BOG Series 2017 Refunding Construction Fund BOG Series 2020A Construction Fund	6,206,602 123,591,149	6,313,750	(107,148)
BOG Series 2020A Construction Fund  BOG Series 2020A Capitalized Interest Fund	12,283,424	-	123,591,149 12,283,424
BOG Series 2020A Cost of Issuance Fund	113,881	-	113,881
Total Restricted - Held by Trustee	221,959,417	109,937,511	(23,966,549)
BOG OMRRRF Fund	17,423,213	17,423,213	
USB Series 2013 Debt Service Fund	1,102,791	3,082,212	(1,979,421)
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	(1,979,421)
USB Series 2014 Refunding Debt Service Fund	417,202	1,885,637	(1,468,435)
USB Series 2014 Refunding Debt Service Reserve Fund	7,738,753	7,798,212	(59,459)
USB Series 2016 Debt Service Fund	981,766	1,946,774	(965,008)
USB Series 2016 Debt Service Reserve Fund	7,591,999	7,591,999	-
USB Series 2010 Debt Service Fund	31,556	523,353	(491,797)
USB Series 2017 Refunding Debt Service Reserve Fund	7,566,460	7,566,460	-
USB Series 2017 Debt Service Fund	667,487	1,382,329	(714,842)
USB Series 2020A Debt Service Fund		-	_
USB Series 2020A Debt Service Reserve Fund  Total Investments	6,659,700 <b>62,212,615</b>	61,231,877	6,659,700 <b>980,738</b>
<del>-</del>			·
Total Restricted and Unrestricted Cash	355,496,870	245,199,940	(25,691,524)

#### Guam Waterworks Authority Accounts Receivable - Government (Active) July 31, 2020

SCHEDULE H

July 31, 2020												
						AGING						
	No. of											
Customer Name	Accounts	Current	31	- 60 days	6	1 - 90 days	91	- 120 days	Ov	er 120 days		Total
Autonomous Agencies (Active)												
Guam Int'l Airport Authority	8	\$ 41,719	\$	-	\$	9,896	\$	8,546	\$	260,978	\$	321,138
Guam Power Authority	25	11,365		13,844		-		· -		-		25,209
Guam Housing & Urban Renewal Authority	9	8,675		104		247		155		_		9,180
Guam Visitors Bureau	1	2.674		_		_		-		_		2.674
Port Authority of Guam	5	2,397		-		-		-		-		2,397
Total Autonomous Agencies	48	\$ 66,830	\$	13,948	\$	10,142	\$	8,701	\$	260,978	\$	360,599
		18.53%		3.87%		2.81%		2.41%		72.37%		100.00%
Department of Education	52	\$ 233,994	\$	208,205	\$	243,151	\$	29,040	\$	9	\$	714,399
Department of Corrections	8	66,536		90,995		6,803		-		-		164,333
Mayors Council of Guam	60	17,468		19,654		7,967		1,315		41,679		88,083
Department of Parks & Recreation	18	37,485		20,260		2,811		600		10,317		71,473
Department of Public Works	12	15,475		15,441		816		637		8,824		41,192
Department of Agriculture	6	8,440		6,225		2,021		1,435		-		18,121
Guam Police Department	8	8,207		1,010		69		-		_		9,286
Department of Military Affairs/GUARNG	1	4,444		4,380		-		_		_		8,824
Department of Chamorro Affairs	7	8,718		-		_		_		_		8,718
Guam Fire Department	11	4,318		_		_		_		_		4.318
Department of Public Health & Social Services	8	2,737		901		443		87		_		4,168
University of Guam	44	3,969		-		-		-		_		3,969
Office of Technology	1	258		_		157		94		1.620		2,130
Guam Solid Waste Authority	2	1,667		_		-		-		1,020		1,667
Department of Youth Affairs	3	1,455		29		_		_		_		1,484
Guam Energy Office	1	274		847		_		_		_		1,121
Guam Veterans Affairs Office	2	425		227		63		61		145		921
Office of Civil Defense	2	903		-		-		-		145		903
Guam Police Department	1	754		_		_		-		-		754
Division of Senior Citizens, DPH&SS	2	249		136		160		- 54		-		600
	2			340		100		34		-		570
Department of Administration		230				-		-		-		
Department of Customs & Quarantine	1	389		-		-		-		-		389
Department of Mental Health	2	350		-		-		-		-		350
Department of Agriculture-Fisheries	1	116		80		-		-		-		197
Guam Public Library	6	160		-		-		-		-		160
The Office of The Dededo Mayor	1	82		-		-		-		-		82
Vietnam Veteran of America	1	53		-		-		-		-		53
Agat Mayor's Office	1	50		-		-		-		-		50
Department of Mental Health and Substance	1	25		-		-		-		-		25
Total Line Agencies	265	\$ 419,230	\$	368,729	\$	264,461	\$	33,323	\$	62,594	\$	1,148,337
		 36.51%		32.11%		23.03%		2.90%	-	5.45%	-	100.00%
Total as of July 31, 2020 (Active)	313	\$ 486,060	\$	382,677	\$	274,603	\$	42,024	\$	323,572	\$	1,508,936
,		32.21%		25.36%		18.20%		2.79%		21,44%		100.00%
Total as of September 30, 2019	156	\$ 573,245		177,040		36,359		13,784	\$	390,725	\$	1,191,308
	101%	 -15%		116%		655%		205%		-17%		27%

#### GUAM WATERWORKS AUTHORITY Accounts Receivable Aging Summary by Rate Class As of July 31, 2020

SCHEDULE I

				AGIN	G			
Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	442	\$ 2,474,946	\$ 447,624	\$ 198,136	\$ 14,795	\$ 418,562	\$ 3,554,064	17%
Agriculture	392	41,554	9,797	3,212	1,671	56,200	112,435	1%
Commercial I	2,658	1,309,462	64,086	109,216	28,675	358,564	1,870,004	9%
Commercial II	25	245,495	13,055	7,842	624	248,160	515,176	2%
Commercial III	299	618,409	39,722	29,358	20,121	319,855	1,027,463	5%
Golf Course	16	5,618	143	143	143	-	6,047	0%
Hotel	58	1,835,450	228,254	180,371	77,351	240,302	2,561,728	12%
Irrigation	34	5,439	535	156	139	3,281	9,550	0%
Residential	49,295	4,538,434	941,954	546,269	390,009	4,999,818	11,416,483	54%
	53,219	11,074,807	1,745,170	1,074,704	533,529	6,644,741	21,072,951	99%
		53%	8%	5%	3%	32%	100%	

Less Allowance for Doubtful Accounts: (7,707,823)
Net Accounts Receivable: 13,365,128

Days Receivables Outstanding 48

As of June 30, 2020

				AGIN	G			
Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	440	\$ 2,622,831	\$ 324,912	\$ 283,653	\$ 25,124	\$ 417,568	\$ 3,674,088	17%
Agriculture	388	45,461	10,375	4,798	3,045	56,420	120,098	1%
Commercial I	2,663	1,292,496	151,260	39,513	31,357	352,732	1,867,358	9%
Commercial II	25	168,252	14,342	624	1,966	246,738	431,922	2%
Commercial III	301	683,727	33,737	35,713	30,431	313,921	1,097,528	5%
Golf Course	16	5,219	225	273	200	-	5,917	0%
Hotel	57	1,878,127	234,921	133,994	93,926	237,366	2,578,334	12%
Irrigation	33	6,003	942	139	106	3,315	10,505	0%
Residential	49,130	4,591,642	916,894	561,623	414,600	4,997,793	11,482,552	54%
Total	53,053	11,293,758	1,687,608	1,060,329	600,755	6,625,852	21,268,302	100%
		53%	8%	5%	3%	31%	100%	

Less Allowance for Doubtful Accounts: (7,539,104)
Net Accounts Receivable: 13,729,199

Days Receivables Outstanding 48

As of May 31, 2020

-				AGIN	G			
Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	437	\$ 2,817,922	\$ 361,159	\$ 311,108	\$ 200,702	\$ 411,315	\$ 4,102,207	19%
Agriculture	386	46,690	9,212	4,558	2,415	56,718	119,593	1%
Commercial I	2,665	1,408,931	81,349	51,682	31,137	342,078	1,915,177	9%
Commercial II	25	214,384	822	2,228	1,763	253,760	472,957	2%
Commercial III	302	550,739	51,774	90,955	79,395	255,497	1,028,360	5%
Golf Course	16	4,963	273	200	-	-	5,437	0%
Hotel	57	1,867,312	341,105	206,188	51,905	231,705	2,698,216	12%
Irrigation	33	6,148	662	233	266	3,419	10,728	0%
Residential	48,940	4,554,519	981,827	631,744	444,861	4,953,095	11,566,046	53%
Total	52,861	11,471,609	1,828,184	1,298,895	812,446	6,507,587	21,918,720	100%
		52%	8%	6%	4%	30%	100%	

Less Allowance for Doubtful Accounts: (7,372,895)
Net Accounts Receivable: 14,545,827

Days Receivables Outstanding 50

## GUAM WATERWORKS AUTHORITY Accounts Payable Aging

#### SCHEDULE J

As of	AGING										
		Current	31	I - 60 Days	(	61 - 90 Days	91	1 - 120 Days	> 120 Days	Total	Days Payable Outstanding
July 31, 2020	\$	2,023,852 63%	\$	420,071 13%	\$	269,636 8%	\$	171,325 5%	\$ 307,076 10%	\$ 3,191,960 100%	35
June 30, 2020	\$	1,918,387 63%	\$	293,013 10%	\$	401,262 13%	\$	45,249 1%	\$ 363,358 12%	\$ 3,021,269 100%	35
May 31, 2020	\$	2,934,385 89%	\$	67,050 2%	\$	43,840 1%	\$	20,706 1%	\$ 236,163 7%	\$ 3,302,144 100%	36

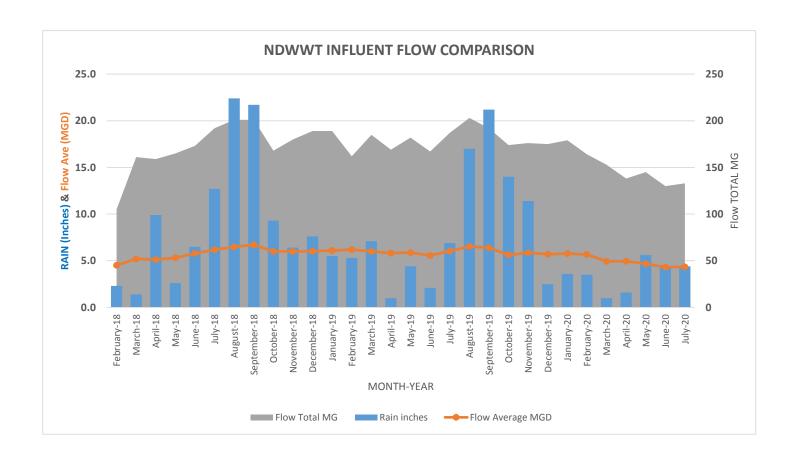
#### GUAM WATERWORKS AUTHORITY WATER DEMAND BY RATE CLASS BY METER SIZE FY2015 - FY2020

SCHEDULE K

						AU	DITED					UNAUDITED
CL	ASS	METER SIZE	FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	FY2017 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	FY2018 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	FY2019 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	FY2020 (10 Mos Annualized) TOTAL CONSUMPTION (kGal)
R	Residential		3,415,662	3,429,689	0%	3,206,811	-6%	3,313,613	3%	3,359,905	1%	3,632,654
С	Commercial		1,020,089	1,022,890	0%	964,639	-6%	910,905	-6%	906,192	-1%	839,087
F	Federal		1,168	1,180	1%	2,508	113%	1,813	-28%	1,602	-12%	1,307
G	Government		515,974	475,366	-8%	448,430	-6%	450,165	0%	405,980	-10%	389,118
Н	Hotel		999,116	1,008,087	1%	1,004,525	0%	989,723	-1%	1,079,919	9%	785,771
G	Golf		6,850	6,770	-1%	5,252	-22%	2,741	-48%	2,793	2%	6,921
Α	Agriculture		67,376	78,628	17%	69,482	-12%	81,127	17%	90,803	12%	89,225
1	Irrigation		10,385	11,351	9%	10,143	-11%	8,504	-16%	7,896	-7%	8,745
	GRAND TOTAL	GRAND TOTAL	6,036,620	6,033,960	0%	5,711,790	-5%	5,758,590	1%	5,855,091	2%	5,752,828

#### NDWWT INFLUENT FLOW COMPARISON

		Flow	Flow
		Average	Total
Date	Rain inches	MGD	MG
February-18	2.3	4.51	105
March-18	1.4	5.20	161
April-18	9.9	5.12	159
May-18	2.6	5.32	165
June-18	6.5	5.78	173
July-18	12.7	6.18	192
August-18	22.4	6.49	201
September-18	21.7	6.70	201
October-18	9.3	6.00	168
November-18	6.4	6.00	180
December-18	7.6	6.01	189
January-19	5.5	6.10	189
February-19	5.3	6.20	162
March-19	7.1	6.00	185
April-19	1.0	5.81	169
May-19	4.4	5.87	182
June-19	2.1	5.56	167
July-19	6.9	6.04	187
August-19	17.0	6.53	203
September-19	21.2	6.41	192
October-19	14.0	5.62	174
November-19	11.4	5.86	176
December-19	2.5	5.69	175
January-20	3.6	5.77	179
February-20	3.5	5.66	164
March-20	1.0	4.95	153
April-20	1.6	4.95	138
May-20	5.6	4.68	145
June-20	4.3	4.32	130
July-20	4.4	4.35	133

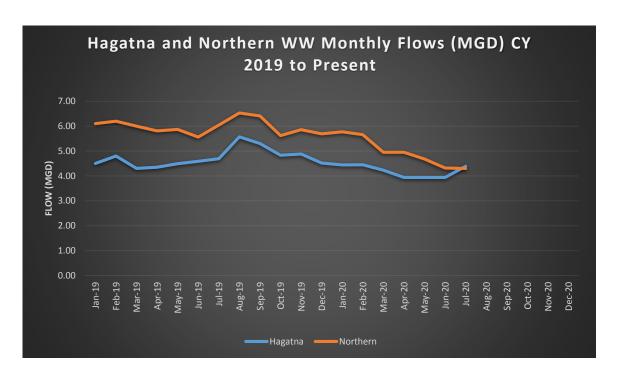


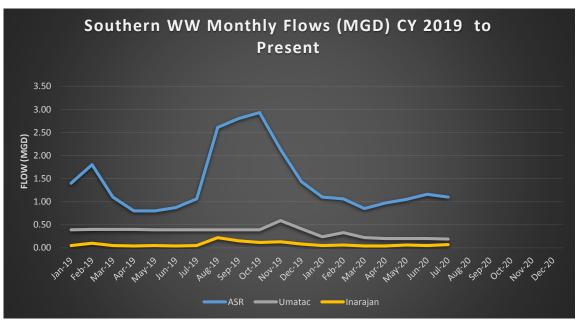
#### Wastewater Treatment Plant Average Monthy Flows Million Gallons Per Day

2019	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-19	4.50	6.10	1.40	0.39	0.05
Feb-19	4.80	6.20	1.80	0.40	0.10
Mar-19	4.30	6.00	1.10	0.40	0.05
Apr-19	4.35	5.81	0.80	0.40	0.04
May-19	4.49	5.87	0.80	0.39	0.05
Jun-19	4.59	5.56	0.87	0.39	0.04
Jul-19	4.69	6.04	1.06	0.39	0.05
Aug-19	5.57	6.53	2.61	0.39	0.22
Sep-19	5.30	6.41	2.80	0.39	0.15
Oct-19	4.83	5.62	2.93	0.39	0.12
Nov-19	4.88	5.86	2.13	0.59	0.13
Dec-19	4.52	5.69	1.43	0.41	0.08
2019 Average MGD	4.74	5.97	1.64	0.41	0.09
2019 Total MGY	1,728	2,181	600	150	33

2020	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-20	4.44	5.77	1.10	0.24	0.05
Feb-20	4.45	5.66	1.06	0.33	0.06
Mar-20	4.23	4.95	0.85	0.22	0.04
Apr-20	3.94	4.95	0.97	0.20	0.04
May-20	3.94	4.68	1.05	0.20	0.06
Jun-20	3.94	4.32	1.16	0.20	0.05
Jul-20	4.39	4.30	1.10	0.19	0.07
Aug-20					
Sep-20					
Oct-20					
Nov-20					
Dec-20				·	
2020 Average MGD	4.19	4.95	1.04	0.23	0.05
2020 Total MGY	1,529	1,806	380	82	19

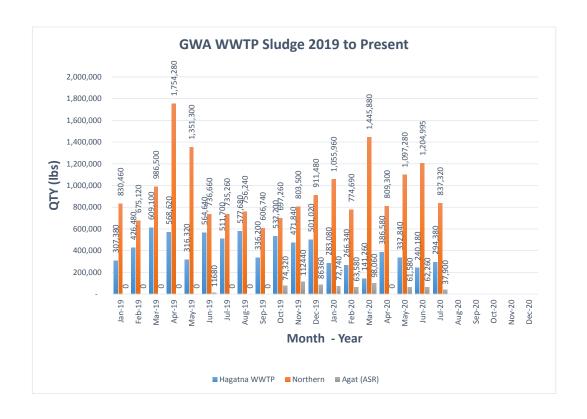
<sup>\*</sup>Agana flow estimated due to barscreen down and bypassed and bypass also includes flow meter. Estimate beginning May.

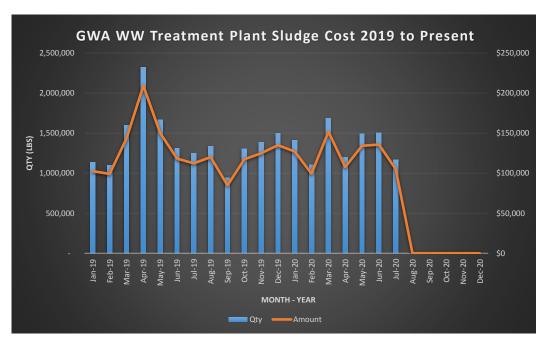




	Hagatr	na WWTP	North	nern	Aga	at (ASR)	Hagatna + N	orthern + Agat
2019	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Month- Yr	lbs	\$	lbs	\$	lbs	\$	lbs	\$
Jan-19	307,380	\$27,664	830,460	\$74,741	0	\$0	1,137,840	\$102,406
Feb-19	426,480	\$38,383	675,120	\$60,761	0	\$0	1,101,600	\$99,144
Mar-19	609,100	\$54,819	986,500	\$88,785	0	\$0	1,595,600	\$143,604
Apr-19	568,620	\$51,176	1,754,280	\$157,885	0	\$0	2,322,900	\$209,061
May-19	316,320	\$28,469	1,351,300	\$121,617	0	\$0	1,667,620	\$150,086
Jun-19	564,640	\$50,818	736,660	\$66,299	11680	\$1,051	1,312,980	\$118,168
Jul-19	511,700	\$46,053	735,260	\$66,173	0	\$0	1,246,960	\$112,226
Aug-19	577,680	\$51,991	756,240	\$68,062	0	\$0	1,333,920	\$120,053
Sep-19	336,200	\$30,258	606,740	\$54,607	0	\$0	942,940	\$84,865
Oct-19	532,200	\$47,898	697,260	\$62,753	74,320	\$6,689	1,303,780	\$117,340
Nov-19	471,840	\$42,466	803,500	\$72,315	112440	\$10,120	1,387,780	\$124,900
Dec-19	501,020	\$45,092	911,480	\$82,033	86360	\$7,772	1,498,860	\$134,897
<b>Grand Total</b>	5,723,180	\$515,086	10,844,800	\$976,032	284,800	\$25,632	16,852,780	\$1,516,750

	Hagatr	a WWTP	North	nern	Aga	at (ASR)	Hagatna + N	orthern + Agat
2020	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Month- Yr	lbs	\$	lbs	\$	lbs	\$	lbs	\$
Jan-20	283,080	\$25,477	1,055,960	\$95,036	72,740	\$6,547	1,411,780	\$127,060
Feb-20	266,340	\$23,971	774,690	\$69,722	63,580	\$5,722	1,104,610	\$99,415
Mar-20	141,260	\$12,713	1,445,880	\$130,129	98,060	\$8,825	1,685,200	\$151,668
Apr-20	386,580	\$34,792	809,300	\$72,837	0	\$0	1,195,880	\$107,629
May-20	332,840	\$29,956	1,097,280	\$98,755	61,580	\$5,542	1,491,700	\$134,253
Jun-20	240,180	\$21,616	1,204,995	\$108,450	62,260	\$5,603	1,507,435	\$135,669
Jul-20	294,380	\$26,494	837,320	\$75,359	37,900	\$3,411	1,169,600	\$105,264
Aug-20		\$0		\$0		\$0	-	\$0
Sep-20		\$0		\$0		\$0	-	\$0
Oct-20		\$0		\$0		\$0	-	\$0
Nov-20		\$0		\$0		\$0	-	\$0
Dec-20		\$0		\$0		\$0	-	\$0
<b>Grand Total</b>	1,944,660	\$175,019	7,225,425	\$650,288	396,120	\$35,651	9,566,205	\$860,958





#### GWA Work Session - August 18, 2020 - DIVISION REPORTS



North	ern District												
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY 9	GENERATOR OPERATIONAL FAULT	ATS MANUAL/ AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	SOUTHERN LINK	1	4	2	50%	GPA	А	P#3: Needs Impeller @ Station; P#4: Needs Sensor @ Guam Motor		VFD#4: Awaiting Repairs		Pending new pumps which are part of the Northern Treatment Plant upgrades	
2	FUJITA	1	4	3	75%	GPA	А	Pump #3 removed due to bearing needs replacement	20-07-2323			Pump completed, pending installation	
3	YPAO	1	2	2	100%	GPA	А	P02 In for repairs $\Theta$ JMI; utilizing Machanao pump and volute on line 2.					
4	PASEO DE ORO	1	2	2	100%	GPA	А						
5	HARMON	2	2	2	100%	GPA	A						
6	ROUTE 16	1	4	2	50%	GPA	м	P#4 secured, P#3 secured due to flapper in check valve loose.				(OR 36249) - Check Valves (OR 36239) - Plag Valves	
7	LATTE DOUBLE TROUBLE	1	2	2	100%	GPA	А	P#2 Awaiting Repairs @ Shop, P#2 installed 04-22-2020 pump came from station 11					
8	LATTE SUN RISE	2	2	2	100%	GPA	А						
9	LATTE SUBMARINE	2	2	2	100%	GPA	А						
10	LATTE PLANTATION	2	2	2	100%	GPA	А						
11	PGD	2	2	2	100%	GPA	А						
12	MACHECHE	2	2	2	100%	GPA	А						
13	HAFA ADAI	2	2	2	100%	GPA	А						
14	YPAOPAO	1	3	3	100%	GPA	NA						
15	PACIFIC LATTE	2	2	2	100%	GPA	А	P#1 awaiting rewinding, new pump installed on 20-10-2019					
16	YIGO	1	3	3	100%	GPA	А	Electrician secured P#3 due to light on on mini CAS (Temperature).					
17	ZERO DOWN	2	2	2	100%	GPA	А						
18	SANTA ANA	2	2	1	50%	GPA	А	P#2 burnt, in for rewinding	20-07-2324			Pending PO (OR36405)	
19	MACHANAONAO	1	2	2	100%	GPA	NA	P#I and volate being utilized at Ypao pump station, new pump installed					
20	FEMA 96	2	2	2	100%	GPA	А	Pumps 1&2 removed awaiting rewinding. Utilizing pumps from Hafa Adai and Old Station 13 pump (BIG BLUE)					
21	ASTUMBO 1	2	2	2	100%	GPA	А	P#1 removed awaiting repairs, new pump installed 01-04-2020 on line 2 $$					
22 Total	ASTUMBO 2	2	2 52	2	100%	GPA	А						
	al District	_	J2		US76	_	_						
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY 9	GENERATOR OPERATIONAL FAULT	ATS MANUAL/ AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	CABRAS ISLAND	1	2	2	100%	Portable	м						
2	COMMERCIAL PORT	1	3	3	100%	OP	А	P#3 pump works, Standby					

		1							1				ı
3	PITI	1	2	2	100%	GPA	А						
4	ASAN	1	2	2	100%	GPA	А						
5	SINAJANA	2	2	2	100%	GPA	А						
7	NEW CHAOT	1	3	3	100%	OP	A						
8	ORDOT	2	2	2	100%	OP	A						
29	DERO	1	2	2	100%	OP	А						
9	CHALAN PAGO #5	2	2	2	100%	OP	А						
10	CHALAN PAGO #3	2	2	2	100%	OP	А						
11	FLORA GARDENS	2	2	2	100%	INOP	А						
12	DOUBLE SHAFT	1	3	2	67%	OP	А	Pump 2 removed due to impeller Shaft broke				CIP write up for new pump/motor completed. At procument pending review	
13	NAMU	2	1	1	100%	OP	А						
14	TAI MANGILAO	1	3	2	67%	GPA	А	P3 secured due to moisture sensor.	20-03-0868			Pending PO (OR 36406)	
15	MANGILAO	1	2	2	100%	GPA	A			Sump pump burnt and the breaker is damaged			
30	FIDIAN	2	2	1	50%	GPA	А	6/30/20 Pump I removed due to grounded	20-06-0048			Pending PO (OR 36326)	
16	LEYANG	2	2	2	100%	OP	А						
27	SAGAN BONITA 1	2	2	1	50%	OP	А	P1 removed by maintenance Burnt				9/1/2020 (PO 305164)	
28	SAGAN BONITA 2	2	2	1	50%	OP	А	P1 removed by maintenance Burnt				Pending PO (OR 36040)	
17	DAIRY	1	2	2	100%	INOP	А	P1 back online 7/29/30					
18	BARRIGADA	1	2	2	100%	GPA	А						
19	TOTO GARDENS	2	2	1	50%	INOP	А	Pump 2 removed availing repairs				9/1/2020 (PO 305166 )	
20	MONGMONG	2	2	2	100%	OP	А						
21	CASIMERU	2	2	2	100%	Portable	А	P#I was installed 8/4/2020		GPA RELOCATED GENERATOR			
22	MAITE	2	2	2	100%	GPA	А						
23	BAYSIDE	2	1	1	100%	INOP	А						
24	ALUPANG	1	2	2	100%	OP	А						
25	MAMAJANAO	1	3	3	100%	OP	A						
26	Agana Main	1	4	3	75%	OP	А	P4 is on Line #2/awaiting line 4 riser to be cleaned					
Total			63	56	89%								
South No:	ern District FACILITY	PRIORITY LISTED	NO OF INSTALLED	NO OF OPERATIONAL	PUMP AVAILABILITY 9	OPERATIONAL	ATS MANUAL/	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER	ESTIMATED REPAIR DATE	UPDATES
1	GAAN#1	1	PUMPS 4	PUMPS 4	100%	FAULT OP	MAN				NO:		
									L				

#### GWA Work Session - August 18, 2020 - DIVISION REPORTS

Marke														
Mart	2	PUMP STATION #11	2	2	2	100%	INOP	AUTO						
March   Marc	3	PUMP STATION #12	1	2	2	100%	OP	AUTO						
Marchand	4	PUMP STATION #14	2	2	2	100%	OP	AUTO			Pureps are alternated weekly			
Marie National   1	5	PUMP STATION #15	1	2	2	100%	INOP	AUTO	Requested for electricisms to replace P-1 defective hourly meter.	20-05-1208	Generator Secured By GPA 4/18/20 due to Oil Leak.			Generator Radiator Leaking Coolant ,GPA Was Informed.
Marie Control   Marie Contro	6	PUMP STATION #16	2	2	2	100%	OP	AUTO						
No.	7	PUMP STATION #17	2	2	2	100%	OP	AUTO						
No.	8	PUMP STATION #18	2	2	2	100%	OP	AUTO						
	9	INARAJAN MAIN	1	2	2	100%	OP	AUTO						
1	10	INARAJAN LIFT	1	2	2	100%	OP	AUTO						
March   Marc	11	TALAFOFO	1	2	2	100%	OP	AUTO	1-17-20 Electricions determined that the sump pump is grounded and was recommended to be replaced. Entered work order into Luchy requesting maintenance to replace.	SUMP PUMP 20-01-0733	Requested for electricians to relocate the existing blower unit at the old Agat		13-2-19 \$10,140.00 New M.W. ventilation repair quatation was sent to Mary. All ventilation ducts needs to be fabricated and installed.	
Marchand	12	PAGACHAO	2	2	2	100%	NONE	NA						
	13	CHALIGAN	2	2	2	100%	OP	MAN			Requesting for electricians to make assessments to ventilation system to make it operational.)	(Vent- 19- 12-0390)	12-23-29 Fred is working on getting a lift to be able to go to the roof top to make assessments on the motor.	
	14	EJECTOR #2	2	2	1	50%	PORTABLE /INOP	NA	Compressor®1 ,Secured and Removed for further testing.	20-08-0274	Compressor#2 Hourly Meter Defective	20-06-0777		
	15	EJECTOR #3	2	2	2	100%	PORTABLE /INOP	NA						
	16	EJECTOR #4	2	2	2	100%	PORTABLE /INOP	NA						
	17	EJECTOR #5	2	2	2	100%	PORTABLE/INOP	NA						
MORTHARDER   2	18	EJECTOR #6	2	2	2	100%	PORTABLE/INOP	NA						
	19	EJECTOR #7	2	2	2	100%	PORTABLE/INOP	NA						
	20	NORTH REYES	2	2	2	100%	PORTABLE/INOP	NA.						
MTA_PRIME_PRIATION   2	21	LEYON #3 (DanDan)	2	2	2	100%	OP	MAN						
Bartison 7-14-2020 westing on within balls and blader's balls and bl	22	LEYON #4	2	2	2	100%	OP	AUTO						
Second Control	23	MTL PUMP STATION	2	1	1	100%	PORTABLE/INOP	NA						
28 Aplache 1 3 3 100% CP AUTO  29 95 95 95 95 95 95 95 95 95 95 95 95 95	24	Baza P/S	1	3	3	100%	OP	AUTO	<u> </u>		Sumitomo 7-14-2020 working on valve leaks and bleeder valve relacement for pump #1			
26 55 54 99%   270 wideling out of operational progress of operational progress of the profit of the	25	Windward Hills	1	3	2	67%	OP	AUTO	6-9-20 P-1 pulled out for cooling Jacket repair.	20-06-0130				
and the property of the proper	26	Aplacho	1	3		100%	OP	AUTO						
1 Auto Dysaus 1 1 1 100% Pump from Sinajana					54	96%			·		-		-	
												$\vdash$		
1000 1 1 1 100%			- 1						Pump from Sinajana			$\vdash$		
	ı otal	1 1			1	100%								I .



# Guam Waterworks Authority VEHICLE FLEET STATUS 8/10/2020

	EQUIPI	MENT STA	ATUS		SUMMARY										
Description	Number of Equipment	Number of Equipment Available	Number of Equipment Not Available	Percentage	Operational	Operational w/Rprs Pending	Not in Operation- Accident (Docs Pending)	Not in Operation- Assessment Pending	Not in Operation- Repairs Pending	Not in Operation- Vendor Repairs	Recommend Survey				
Backhoe (Leased)	3	3	0	100%	3	0	0	0	0	0	0				
Dump Truck (Leased)	3	3	0	100%	3	0	0	0	0	0	0				
Trailer (Leased)	3	3	0	100%	3	0	0	0	0	0	0				
Backhoe	3	2	1	67%	2	0	0	0	0	1	0				
Boom Truck	2	0	2	0%	0	0	0	0	0	1	1				
Crane	1	1	0	100%	0	1	0	0	0	0	0				
Dump Truck	1	1	0	100%	1	0	0	0	0	0	0				
Forklift	6	6	0	100%	6	0	0	0	0	0	0				
Fuel Tanker	1	1	0	100%	1	0	0	0	0	0	0				
Heavy Duty	11	10	1	91%	10	0	0	0	0	0	1				
Hoist Rig	1	0	1	0%	0	0	0	0	0	1	0				
Jetter	1	1	0	100%	1	0	0	0	0	0	0				
Light	154	127	27	82%	123	4	1	1	4	5	16				
Mini Backhoe	2	1	1	50%	1	0	0	0	1	0	0				
Pumper Truck	1	0	1	0%	0	0	0	1	0	0	0				
Skidster	1	0	1	0%	0	0	0	0	1	0	0				
Sludge Truck	5	2	3	40%	2	0	0	1	1	1	0				
Tractor	2	2	0	100%	2	0	0	0	0	0	0				
Tractor Mower	1	0	1	0%	0	0	0	1	0	0	0				
Trailer	15	12	3	80%	12	0	0	0	3	0	0				
Trencher	1	0	1	0%	0	0	0	0	1	0	0				
Vacuum Truck	5	4	1	80%	3	1	0	0	0	1	0				
Water Buffalo	2	2	0	100%	2	0	0	0	0	0	0				
Water Tanker	5	5	0	100%	5	0	0	0	0	0	0				
Compressor	1	1	0	100%	1	0	0	0	0	0	0				
Total	252	176	44		176	6	1	4	11	10	18				

CCTV 2020

#### July

July. 01 - July. 07	Team #1	Team #2	Vendor	Total	REMARKS
Feet Scheduled	6,535	0		6,535	Assisted central/northern rovers.hotspot.Talofofo undeveloped.PM
Feet Completed	0.00	0		0	· · · · · · · · · · · · · · · · · · ·
	0.00%	#DIV/0!	#DIV/0!	0%	equipments.callouts.
July. 08 – July. 14	Team #1	Team #2	Vendor	Total	REMARKS
Feet Scheduled	6,535			6,535	Hotspots.talofofo undeveloped.sewer cleaning.assisted
Feet Completed	3,413			0	central/souther/northern rovers.assisted NWWTP.
	52%	#DIV/0!	#DIV/0!	0%	central/souther/northern rovers.assisted NWW IP.
July.15 – July. 21	Team #1	Team #2	Vendor	Total	REMARKS
Feet Scheduled	6,535			6,535	Assisted PLU/southern WW rover.Hotspot.Talofofo
Feet Completed	3,631			3631	•
	56%	#DIV/0!	#DIV/0!	56%	undeveloped.chamorro village assessment.
July.22 – July. 28	Team #1	Team #2	Vendor	Total	REMARKS
Feet Scheduled	6,535			6,535	
Feet Completed	0			0	Assisted PLU/Central rover. Talofofo undeveloped.
	0%	#DIV/0!	#DIV/0!	0%	
July. 29 – July. 31	Team #1	Team #2	Vendor	Total	REMARKS
Feet Scheduled	6,535			0	CCTV Tech Difficulties tiyan.assisted CWWTP/NORTHERN ROVERS.Talofofo
Feet Completed	3424			0	undeveloped.
	52%	#DIV/0!	#DIV/0!	#DIV/0!	unacveioped.

TOTAL FEET SCHEDULED 26,400
TOTAL FEET COMPLETED 10,468

TOTAL MILES FOR THE MONTH 2.0
TOTAL MILES SCHEDULED 5.0
PERCENTAGE COMPLETED 40%



5 miles a month required, 59.2 miles a year to complete for 2019 (296 miles to complete in 5 years)

59.2 miles x 5 years = 296 miles 296 miles / 5yrs = 59.2 miles a year required to be completed 59.2 miles /12 months = 4.93 miles a month required to be completed 4.92 miles x 5,280 = 25,977.6ft. / 4 weeks = 6,494.4ft. Per week reqired to be completed 6,494.4ft / 5 days = 1,298.8ft required to be completed daily

Guam Waterwork	Date:	7/31/2020	
	RE	VIEWS	
TOTAL PUMPS INSTALLED	56	OVERAL AVERAGE	97%
TOTAL PUMPS OPERATIONAL	54	% OF OPERATING PUMP	es <b>96</b> %
TOTAL BOOSTER PUMP STATIONS	27		



Northe	ern Distric	:t											
NO:	FACILITY	PUMP HP	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	PUMP AND MOTOR INVENTORY
1 Yigo		30	3	3	100%	OP	A						
2 Gayii		20	2	2	100%	OP	Α						
3 Mata	aguac	25	2	2	100%	OP	Α						
4 Sant	ta Rosa	15	2	2	100%	OP	Α						
5 Hyun	ndai	40	2	0	0%	OP	А	7-31-2020 New pumps installed, pending wiring for power and installation of SCADA.		PSRV installed for bypass and in operation.			
6 ChIn	n. Palauan	5	2	2	100%	N/A							
7 Acce	ess	60	2	2	100%	OP	A						
	na Heights	30	3	3	100%		A						
9 Nimit		7.5	2	2	100%	N/A							
10 Aday		1.5	1	1	100%	N/A							
11 Pale		1	1	1	100%	N/A							
12 Ulloa		1	2	2	100%	OP	A			_			•
13 Latte		15	2	2	100%	OP	A						•
TOT	AL = 13		26	24	92%					·		·	
pump ava	ailability =no of o	operational pur	nps/no of pumps	*100%									

Ce	Central District												
NO:	FACILITY	PUMP HP	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Pago	150 / 100	3	3	100%	0P	A						
2	Brigade	60	3	3	100%	OP	A						
3	Windward Hills	200 / 75	3	3	100%	OP	A						
4	Santa Rita Spring	40	2	2	100%	OP	A						
5	Santa Ana (Lower)	25	2	2	100%	N/A		Station to undergo renovations for tanks inspections.					
6	Camacho	1	1	1	100%	N/A							
7	Tenorio	1.5	1	1	100%	N/A							
	Total=7		15	15	100%								
pum	pump availability =no of operational pumps/no of pumps*100%												

So	Southern District												
NO:	FACILITY	PUMP HP	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Malojloj Line	125 / 50	3	3	100%	OP	A						
	Geus	25	2	2	100%	OP	A						
3	Pigua	7.5	2	2	100%	N/A							
	Toguan	25	2	2	100%	OP	A						
5	WBP-2	25	2	2	100%	OP	A						
6	WBP-1	5	2	2	100%	OP	A						
7	Malojloj Elevated	15	2	2	100%	OP	A						
	Total=7		15	15	100%								
pum	pump availability =no of operational pumps/no of pumps*100%												