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

RESOLUTION NO. 21–FY2021

RELATIVE TO APPROVAL OF CONTRACT FOR CONSTRUCTION OF NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENT PROJECTS, PROJECT NO. W20-001-OEA

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

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

WHEREAS, the Office of Local Defense Community Cooperation ("OLDCC"), formerly the Office of Economic Adjustment, awarded to GWA a General Assistance Grant (OCON676-16-03) for the NGLA Monitoring System Expansion/Rehabilitation Project on August 26, 2016 issued for $3,700,000.00, of which funding for the NGLA Monitoring System Expansion Project is included; and

WHEREAS, $531,300.00 from the General Assistance Grant (OCON676-16-03) has been allocated to UOG for assistance with the monitoring well projects and $703,026.00 has been allocated to the PM/CM Contract for design and construction management services, and $1,013,464.24 has been allocated to the Northern Guam Lens Aquifer (NGLA) Monitoring System Rehabilitation Project leaving $1,452,209.76 for funding for the NGLA Monitoring System Expansion Project; and

WHEREAS, the U.S. Department of Defense, OLDCC awarded to GWA a General Assistance Grant (OCON676-18-05) for funding the Northern District Wastewater Treatment

Plant Upgrade project (construction) of which OLDCC reallocated $2,211,337.72 to Grant No. (OCON676-16-03) via an OLDCC Grant Transfer on March 8, 2021; and

WHEREAS, the General Assistance Grant is to be used for water and wastewater improvements in support of the relocation of U.S. Marines and their dependents to Guam; and

WHEREAS, the report "Final Guam Water and Wastewater Assessment Report in Support of the Economic Adjustment Committee Implementation Plan," (NAVFAC, Department of the Navy, February 2015) has recommended the rehabilitation of existing monitoring wells and the construction of new monitoring wells in the NGLA; and

WHEREAS, the NGLA Monitoring Wells Expansion Project is necessary to expand the current system of monitoring wells into sub-basins of the NGLA, for which limited data exists, in order to monitor the effects of increased water supply demand resulting from the relocation of U.S. Marines and their dependents to Guam to ensure a sustainable NGLA; and

WHEREAS, in January 2017, GWA procured the services of a consulting engineering team (Brown and Caldwell) to provide Project Management/Construction Management (PM/CM) Services for the Office of Economic Adjustment "Guam Water and Wastewater Infrastructure Improvements" via Resolution 15-FY2017 of which construction management services and design of the NGLA Monitoring Wells Expansion Project are components; and

WHEREAS, GWA advertised an Invitation for Bid ("IFB") IFB-03-ENG-2020 – NGLA Monitoring System Expansion Project – on June 22, 2020 soliciting proposals from experienced and responsive bidders for construct of the project; and

WHEREAS, GWA presented a Resolution to the CCU, Resolution 42-FY2020, (SEE EXHIBIT A – Resolution 42-FY2020) for award of a contract to HDCC Guam, LLC which the CCU approved on September 22, 2020 that was contingent upon the timely completion of the required inter-grant fund transfer by OLDCC; and

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WHEREAS, delays were experienced in completion of the OLDCC inter-grant transfers needed to provide funding for the project, and on December 30, 2020, HDCC Guam, LLC was sent a letter requesting an extension to their bid validity date (See EXHIBIT B – Bid Validity Extension Letter from GWA dated December 30, 2020); and

WHEREAS, GWA and HDCC Guam, LLC attempted to negotiate fair and reasonable adjustments to the contract conditions but could not reach an acceptable agreement, HDCC Guam LLC notified GWA on February 8, 2021 that they were unable to extend their bid validity due to multiple reasons as noted in their letter to GWA (See EXHIBIT C – Bid Validity Extension Letter from HDCC Guam, LLC dated February 8, 2021); and

WHEREAS, GWA notified HDCC Guam, LLC on March 10, 2021 that their bid was being rejected pursuant to 2 GAR §3115(d)(2)(iv) because of the federal grant funding issues impacting the terms and conditions of the contract and the impending issuance of award (See EXHIBIT D – Notice of Bid Rejection Letter from GWA dated March 10, 2021); and

WHEREAS, GWA advertised an Invitation for RE-Bid ("IFB") IFB-03-ENG-2021 – Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program (RE-BID) – on March 26, 2021 soliciting proposals from experienced and responsive bidders for construct of the project; and

WHEREAS, the IFB Bid Form established a Base Bid and three (3) alternate deductive bids, Alternate Bid A (Deduct Rehabilitate Existing EX-8 Monitoring Well), Alternate B (Deduct Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells), and Alternate C (Deduct Rehabilitate Existing EX-8 and NCS-3A and Install DOW-NCSB1); and

WHEREAS, the Bid Documents provide GWA sufficient flexibility to award the contract based on available funding and the elimination of one or more alternate bid items; and

WHEREAS, IFB packages were obtained by multiple interested parties, however, only one bid was received from A&R Pacific-Garney Federal Joint Venture (SEE EXHIBIT E – Abstract of Bids) before the bid proposal deadline on April 26, 2021; and

WHEREAS, GWA Engineering and the Program Manager (PM/CM) reviewed the received bid from A&R Pacific-Garney Federal Joint Venture on April 26, 2021 and determined that A&R Pacific-Garney Federal Joint Venture met the bid's requirements and is qualified to perform the work of this project (See EXHIBIT F – Recommendation Letter from Brown and Caldwell dated April 28, 2021); and

WHEREAS, GWA Management, with recommendations from the Water and Environmental Research Institute (WERI) at UOG regarding the importance of expanding the monitoring system, desires to complete all work included under the Base Bid and the Bid Submission Requirements allow that "After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its appropriate Base Bid and any combination of its deductive alternate Bid items for which Owner determines funds will be available at the time of award"; and

WHEREAS, GWA Management finds the A&R Pacific-Garney Federal Joint Venture bid proposal of Three Million Two Hundred Fifty Thousand Six Hundred Eighty-Six Dollars and Fifty-Six Cents ($3,250,686.56) for the Base Bid to be acceptable (See EXHIBIT G – Bid Proposal); and

WHEREAS, GWA Management is seeking approval to enter into contract with A&R Pacific-Garney Federal Joint Venture for IFB-02-ENG-2021 in the amount of Three Million Two Hundred Fifty Thousand Six Hundred Eighty-Six Dollars and Fifty-Six Cents ($3,250,686.56); and

WHEREAS, GWA Management further seeks CCU approval of the total bid Proposal in the amount of Three Million Two Hundred Fifty Thousand Six Hundred Eighty-Six Dollars and Fifty-Six Cents ($3,250,686.56); plus a ten percent (10%) contingency of Three Hundred Twenty-Five Thousand Sixty-Eight Dollars and Sixty-six Cents ($325,068.66), to bring the total authorized funding amount to Three Million Five Hundred Seventy-Five Thousand Seven Hundred Fifty-Five Dollars and Twenty-Two Cents ($3,575,755.22); and

WHEREAS, the funding source for the construction project will be from the OLDCC General Assistance Grant (OCON676-16-03).

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 of the bid proposal submitted by A&R Pacific-Garney Federal Joint Venture are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to accept the bid from A&R Pacific-Garney Federal Joint Venture attached hereto as EXHIBIT G, and which is also incorporated into this Resolution in its entirety.
4. The CCU hereby authorizes the management of GWA to execute an Agreement with A&R Pacific-Garney Federal Joint Venture in the amount of Three Million Two Hundred Fifty Thousand Six Hundred Eighty-Six Dollars and Fifty-Six Cents ($3,250,686.56), subject to the approval of the OLDCC inter-grant transfer.
5. The CCU hereby authorizes the funding source for this project will be from the OLDCC General Assistance Grant OCON676-16-03.
6. The CCU further approves management to duly notify the Public Utilities Commission that this contract exceeds One Million Dollars ($1,000,000.00), and is funded by OLDCC grants.
7. The CCU hereby authorizes the funding total of Three Million Two Hundred Fifty Thousand Six Hundred Eighty-Six Dollars and Fifty-Six Cents ($3,250,686.56); plus a ten percent (10%) contingency of Three Hundred Twenty-Five Thousand Sixty-Eight Dollars and Sixty-six Cents ($325,068.66), to bring the total authorized funding amount to Three Million Five Hundred Seventy-Five Thousand Seven Hundred Fifty-Five Dollars and Twenty-Two Cents ($3,575,755.22).

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

DULY AND REGULARLY ADOPTED, this 25th day of May 2021.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

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

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

AYES: 4

NAYS: 0

ABSENT: 1

ABSTAIN: 0

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Exhibit A

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

RESOLUTION NO. 42–FY2020

RELATIVE TO APPROVAL OF CONTRACT FOR CONSTRUCTION OF NORTHEN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENT PROJECTS, PROJECT NO. W20-001-OEA

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

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

WHEREAS, the OEA awarded to GWA a General Assistance Grant (OCON676-16-03) for the NGLA Monitoring System Expansion/Rehabilitation Project on August 26, 2016 issued for $3,700,000.00, of which funding for the NGLA Monitoring System Expansion Project is included; and

WHEREAS, $531,300.00 from the General Assistance Grant (OCON676-16-03) has been allocated to UOG for assistance with the monitoring well projects and $703,026.00 has been allocated to the PM/CM Contract for design and construction management services, and $1,013,464.24 has been allocated to the Northern Guam Lens Aquifer (NGLA) Monitoring System Rehabilitation Project leaving $1,452,209.76 for funding for the NGLA Monitoring System Expansion Project; and

WHEREAS, the U.S. Department of Defense, Office of Economic Adjustment ("OEA") awarded to GWA a General Assistance Grant (OCON676-18-05) for funding the Northern District Wastewater Treatment Plant Upgrade project (construction) of which OEA will reallocate $2,211,337.72 to Grant No. (OCON676-16-03) via an OEA Grant Transfer; and

WHEREAS, the General Assistance Grant is to be used for water and wastewater improvements in support of the relocation of U.S. Marines and their dependents to Guam; and

WHEREAS, the report "Final Guam Water and Wastewater Assessment Report in Support of the Economic Adjustment Committee Implementation Plan," (NAVFAC, Department of the Navy, February 2015) has recommended the rehabilitation of existing monitoring wells and the construction of new monitoring wells in the NGLA; and

WHEREAS, the NGLA Monitoring Wells Expansion Project is necessary to expand the current system of monitoring wells into sub-basins of the NGLA, for which limited data exists, in order to monitor the effects of increased water supply demand resulting from the relocation of U.S. Marines and their dependents to Guam to ensure a sustainable NGLA; and

WHEREAS, in January 2017, GWA procured the services of a consulting engineering team (Brown and Caldwell) to provide Project Management / Construction Management (PM/CM) Services for the Office of Economic Adjustment "Guam Water and Wastewater Infrastructure Improvements" via Resolution 15-FY2017 of which construction management services and design of the NGLA Monitoring Wells Expansion Project are components; and

WHEREAS, GWA has advertised an Invitation for Bid ("IFB") IFB-03-ENG-2020 – NGLA Monitoring System Expansion Project – on June 22, 2020 soliciting proposals from experienced and responsive bidders for construct of the project; and

WHEREAS, the IFB Bid Form established a Base Bid and three (3) alternate deductive bids, Alternate Bid A (Deduct Rehabilitate Existing EX-8 Monitoring Well), Alternate B (Deduct Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells), and Alternate C (Deduct Rehabilitate Existing EX-8 and NCS-3A and Install DOW-NCSB1); and

WHEREAS, the Bid Documents provide GWA sufficient flexibility to award the contract based on available funding and the elimination of one or more alternate bid items; and,

WHEREAS, IFB packages were obtained by multiple interested parties, however, only one bid was received from HDCC Guam, LLC (SEE EXHIBIT A – Abstract of Bids) before the bid proposal deadline on September 4, 2020; and

WHEREAS, GWA Engineering and the Program Manager (PM/CM) reviewed the received bid from HDCC Guam, LLC on September 4, 2020 and determined that HDCC Guam, LLC met the bid's requirements and is qualified to perform the work of this project (See EXHIBIT B – Recommendation Letter from Brown and Caldwell dated September 11, 2020); and,

WHEREAS, GWA Management, with recommendations from the Water and Environmental Research Institute (WERI) at UOG regarding the importance of expanding the monitoring system, desires to complete all work included under the Base Bid and the Bid Submission Requirements allow that "After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its appropriate Base Bid and any combination of its deductive alternate Bid items for which Owner determines funds will be available at the time of award", and,

WHEREAS, GWA Management finds the HDCC, Guam LLC bid proposal of Three Million Four Hundred Eighty-Nine Thousand Ninety-Two Dollars and Eighty-Four Cents ($3,489,092.84) for the Base Bid to be acceptable (See EXHIBIT C – Bid Proposal); and,

WHEREAS, GWA Management is seeking approval to enter into contract with HDCC Guam, LLC for IFB-03-ENG-2020 in the amount of Three Million Four Hundred Eighty-Nine Thousand Ninety-Two Dollars and Eighty-Four Cents ($3,489,092.84); and,

WHEREAS, GWA Management further seeks CCU approval of the total bid Proposal in the amount of Three Million Four Hundred Eighty-Nine Thousand Ninety-Two Dollars and Eighty-Four Cents ($3,489,092.84); plus a five percent (5%) contingency of One Hundred Seventy-Four Thousand Four Hundred Fifty-Four Dollars and Sixty-Four Cents ($174,454.64), to bring the total authorized funding amount to Three Million Six Hundred Sixty-Three Thousand Five Hundred Forty-Seven Dollars and Forty-Eight Cents ($3,663,547.48); and,

WHEREAS, the award of this Contract is contingent upon OEA's approval of the grant transfer in the amount of Two Million Two Hundred Eleven Thousand Three Hundred Thirty-Seven Dollars and Seventy-Two Cents $2,211,337.72 from grant OCON676-18-05 to Grant No. OCON676-16-03; and

WHEREAS, after acceptance and completion of the inter-grant transfer, the funding source for the construction project will be from the OEA General Assistance Grant (OCON676-16-03).

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 of the bid proposal submitted by HDCC Guam, LLC are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to accept the bid from HDCC Guam, LLC attached hereto as EXHIBIT C, and which is also incorporated into this Resolution in its entirety.
4. The CCU hereby authorizes the management of GWA to execute an Agreement with HDCC Guam, LLC in the amount of Three Million Four Hundred Eighty-Nine Thousand Ninety-Two Dollars and Eighty-Four Cents ($3,489,092.84), subject to the approval of the OEA inter-grant transfer.
5. The CCU hereby authorizes the funding source for this project will be from the OEA General Assistance Grant OCON676-16-03 following approval by OEA of the inter-grant transfer.
6. The CCU hereby authorizes the funding total of Three Million Four Hundred Eighty-Nine Thousand Ninety-Two Dollars and Eighty-Four Cents ($3,489,092.84); plus a five percent (5%) contingency of One Hundred Seventy-Four Thousand Four Hundred Fifty-Four Dollars and Sixty-Four Cents ($174,454.64), to bring the total authorized funding amount to Three Million Six Hundred Sixty-Three Thousand Five Hundred Forty-Seven Dollars and Forty-Eight Cents ($3,663,547.48).

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

DULY AND REGULARLY ADOPTED, this 22nd day of September 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

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

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

AYES: 4

NAYS: ∅

ABSENT: 1

ABSTAIN: 0

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Exhibit A ORIGINAL

GUAM WATERWORKS AUTHORITY

Project Name: **Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvement Program**

Virtual Bid Opening Date: September 4, 2020
Time: 3:00 PM

Project Number: W20-001-OEA IFB NO.: IFB-03-ENG-2020

ABSTRACT OF BIDS

	Company Name	Section A-5 Bid Bond	CERTIFICATIONS												BID AMOUNT			
			Bidder Qualification Statement	Non-Collusion Affidavit	Equal Employment Opportunity	Non-Segregated Facilities	Non-Employment of Sexual Offender	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instruction to Bidders	Addendum 1	Addendum 2	Addendum 3	Addendum 4	BASE BID (TOTAL OF ALL LUMP SUMS)	ALTERNATIVE A (Base Bid Less Deduct A)	ALTERNATIVE B (Base Bid Less Deduct B)	ALTERNATIVE C (Base Bid Less Deduct C)
1.	PROPACIFIC BUILDER CORP.	NO BID																
2.	G4S SECURITY SYSTEMS (GUAM)	NO BID																
3.	ALLIED PACIFIC DRILLING INC.	NO BID																
4.	HDCC GUAM	Safe Co. Ins. Co. of America 15% of total Bid Amt.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,489,092.84	$3,411,971.35	$3,213,540.93	$2,817,354.54
5.	MARIANAS DRILLING, INC.	NO BID																
6.	YK DRILLING, LLC	NO BID																
7.	ALEXANDER DRILLING	NO BID																
8.	GAB / HES	NO BID																
9.	CASCADE - ENV	NO BID																
	GWA Estimate														$ 2,320,500.00	$ 2,225,700.00	$ 2,126,900.00	$1,897,300.00

Bids Opened and Read by:
GLORIA T. BENSAN
(Name and Signature)

Tabulated By:
LEILANI UNCHANGCO
(Name and Signature)

GWA Procurement Representative:
ROLAND LUMONGSUD
(Name and Signature)

Witnesses:
Dizon, John A.

414 W Soledad Avenue, Suite 601
Hagatna, GU 96910

T: 671.300.4226

Exhibit B

September 11, 2020

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 16
Mangilao, Guam 96913

150343

Ref: Northern Guam Lens Aquifer (NGLA) Monitoring Wells Expansion Project; GWA project Number W20-001-OEA
Subject: Bid Review and Recommendation for HDCC Guam, LLC

Dear Mr. Bordallo:

Brown and Caldwell (BC) has reviewed the submitted bid proposals for the referenced project and is providing our bid analysis and recommendations.

Out of nine (9) parties interested in the referenced project, HDCC Guam, LLC was the only party to submit a bid proposal. A comparison between the Engineer's Cost Estimate and HGL's bid proposal is shown in the table below:

Bid Schedule	Engineer's Estimate	HDCC Guam, LLC	Variance from Engineer's Estimate
Base Bid	$2,338,785.00	$3,489,092.84	50.4%
Alternative Bid A	$2,251,211.40	$3,411,971.35	53.3%
Alternative Bid B	$2,148,086.70	$3,213,540.93	51.1%
Alternative Bid C	$1,896,410.70	$2,817,354.54	48.5%

In addition to costs, HDCC Guam, LLC's subcontractor and supplier list was reviewed. Below are highlights of BC's evaluation of HDCC Guam LLC's bid proposal:

1. BC has verified that HDCC Guam, LLC submitted all required documents to be qualified and considered for this project.
2. At the time of development, the Engineer's cost estimate did not account for the unexpected effects of COVID-19, such as increased labor, material, and equipment cost. These unexpected effects of COVID-19 may be the reason for the variance between the Engineer's Cost Estimate and HDCC Guam, LLC's bid proposal.

414 W Soledad Avenue, Suite 601
Hagatna, GU 96910

T: 671.300.4226

3. HDCC Guam, LLC's proposed subcontractor – Allied Pacific Drilling, Inc. – possesses a Guam Environmental Agency Unlimited Well Drillers license, which is required to perform the work under this project.

Based on this evaluation, BC recommends that HDCC Guam, LLC be awarded a construction contract for the Base Bid, or if adequate funding is not available for the Base Bid, GWA may elect to proceed with one of the alternative bid items based on funding availability. Therefore, BC also recommends GWA consider the alternative bids to fit within the available budget, if necessary.

If you have any questions, please call me at (671) 300-4221.

Respectfully Submitted,

Brown and Caldwell

Kurt Bilz, P.E.
Project Manager
Managing Engineer

KRB:jbc

cc: Jerry Johnson, Brown and Caldwell
Joseph Claveria, Brown and Caldwell
Gloria Bensan, Guam Waterworks Authority

Attachments:
1. GWA Abstract of Bids
2. Bid Analysis

ORIGINAL

GUAM WATERWORKS AUTHORITY

Project Name: **Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvement Program**

Virtual Bid Opening Date: September 4, 2020
Time: 3:00 PM

Project Number: W20-001-OEA IFB NO.: IFB-03-ENG-2020

ABSTRACT OF BIDS

	Company Name	Section A-5 Bid Bond	CERTIFICATIONS												BID AMOUNT			
			Bidder Qualification Statement	Non-Collusion Affidavit	Equal Employment Opportunity	Non-Segregated Facilities	Non-Employment of Sexual Offender	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instruction to Bidders	Addendum 1	Addendum 2	Addendum 3	Addendum 4	BASE BID (TOTAL OF ALL LUMP SUMS)	ALTERNATIVE A (Base Bid Less Deduct A)	ALTERNATIVE B (Base Bid Less Deduct B)	ALTERNATIVE C (Base Bid Less Deduct C)
1.	PROPACIFIC BUILDER CORP.	NO BID																
2.	G4S SECURITY SYSTEMS (GUAM)	NO BID																
3.	ALLIED PACIFIC DRILLING INC.	NO BID																
4.	HDCC GUAM	Safe Co. Ins. Co. of America 15% of total Bid Amt.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,489,092.84	$3,411,971.35	$3,213,540.93	$2,817,354.54
5.	MARIANAS DRILLING, INC.	NO BID																
6.	YK DRILLING, LLC	NO BID																
7.	ALEXANDER DRILLING	NO BID																
8.	GAB / HES	NO BID																
9.	CASCADE - ENV	NO BID																
	GWA Estimate														$ 2,320,500.00	$ 2,225,700.00	$ 2,126,900.00	$1,897,300.00

Bids Opened and Read by:
GLORIA B. BENSAN
(Name and Signature)

Tabulated By:
LEILANI UNCHANGCO
(Name and Signature)

GWA Procurement Representative:
ROLAND LUMONGSUD
(Name and Signature)

Witnesses:
Dixon, John A.

Project: Northern Guam Lens Aquifer Monitoring Wells Expansion
GWA IFB No.: IFB-03-ENG-2020
GWA Project No.: W20-001-OEA

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
1	Overall Project Mobilization/Demobilization, Including Permitting Fees (limited to 10% of total bid amount)	LS	1	$ 233,878.50	$ 259,887.08
2	Well Abandonment - Allowancd for any abandoned well (not guranteed)	LF	750	-	$ 27,205.64
3	Owner Requested Standby Time Owner's Allowance (not guranteed)	HR	28	-	$ 20,857.66
Install New Well NORTHWEST FIELD DOW-NWF1					
4	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 76,895.59
5	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
6	Drill and Log 10 ¾-inch Borehole	LF	710	Included	$ 95,899.35
7	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
8	F&I 6-inch Schedule 80 PVC Blank Casing	LF	453	Included	$ 37,559.33
9	F&I 6-inch Schedule 80 PVC Well Screen	LF	297	Included	$ 25,779.28
10	F&I Gravel Pack Filter Materials	LF	321	Included	$ 36,595.47
11	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
12	F&I 6-inch Casing Grout Seal	LF	424	Included	$ 23,070.38
13	Well Development	LS	1	Included	$ 54,086.10
14	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 42,217.60
15	Site Clean Up/Restoration	LS	1	Included	$ 16,599.79
16	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
17	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
NORTHWEST FIELD DOW-NWF1 BID PRICE SUBTOTAL				$ 302,993.10	$ 459,336.72

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New Well ANDERSEN AFB DOW-AAFB1					
18	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,531.54
19	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
20	Drill and Log 10 ¾-inch Borehole	LF	711	Included	$ 96,034.42
21	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
22	F&I 6-inch Schedule 80 PVC Blank Casing	LF	471	Included	$ 39,051.75
23	F&I 6-inch Schedule 80 PVC Well Screen	LF	280	Included	$ 24,303.70
24	F&I Gravel Pack Filter Materials	LF	304	Included	$ 34,657.39
25	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
26	F&I 6-inch Casing Grout Seal	LF	442	Included	$ 24,049.78
27	Well Development	LS	1	Included	$ 54,086.10
28	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 34,730.87
29	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
30	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
31	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
ANDERSEN AFB D0W-AAFB1 BID PRICE SUBTOTAL				$ 321,329.70	$ 441,210.33

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New Well NCS FINEGAYAN DOW-NCSF1					
32	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,531.54
33	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
34	Drill and Log 10 ¾-inch Borehole	LF	624	Included	$ 84,283.37
35	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
36	F&I 6-inch Schedule 80 PVC Blank Casing	LF	404	Included	$ 33,496.62
37	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 22,567.72
38	F&I Gravel Pack Filter Materials	LF	284	Included	$ 32,377.30
39	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
40	F&I 6-inch Casing Grout Seal	LF	375	Included	$ 20,404.23
41	Well Development	LS	1	Included	$ 54,086.10
42	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 34,730.87
43	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
44	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
45	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
NCS FINEGAYAN DOW-NCSF1 BID PRICE SUBTOTAL				$ 273,583.80	$ 416,242.53

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New Well NCS FINEGAYAN DOW-NCSF2					
46	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,531.54
47	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
48	Drill and Log 10 ¾-inch Borehole	LF	544	Included	$ 73,477.81
49	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
50	F&I 6-inch Schedule 80 PVC Blank Casing	LF	324	Included	$ 26,863.62
51	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 22,567.72
52	F&I Gravel Pack Filter Materials	LF	284	Included	$ 32,377.30
53	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
54	F&I 6-inch Casing Grout Seal	LF	295	Included	$ 16,051.33
55	Well Development	LS	1	Included	$ 54,086.10
56	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 34,730.87
57	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
58	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
59	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
NCS FINEGAYAN DOW-NCSF2 BID PRICE SUBTOTAL				$ 257,002.20	$ 394,451.07

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New Well YIGO DOW-Y1					
60	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,531.54
61	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
62	Drill and Log 10 ¾-inch Borehole	LF	620	Included	$ 83,743.10
63	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
64	F&I 6-inch Schedule 80 PVC Blank Casing	LF	400	Included	$ 33,164.97
65	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 22,567.72
66	F&I Gravel Pack Filter Materials	LF	284	Included	$ 32,377.30
67	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
68	F&I 6-inch Casing Grout Seal	LF	371	Included	$ 20,186.58
69	Well Development	LS	1	Included	$ 54,086.10
70	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 34,730.87
71	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
72	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
73	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
YIGO DOW-Y1 BID PRICE SUBTOTAL				$ 266,459.40	$ 415,152.96

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New Well MARBO DOW-M1					
74	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,531.54
75	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
76	Drill and Log 10 ¾-inch Borehole	LF	502	Included	$ 67,804.89
77	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
78	F&I 6-inch Schedule 80 PVC Blank Casing	LF	282	Included	$ 23,381.30
79	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 22,567.72
80	F&I Gravel Pack Filter Materials	LF	284	Included	$ 32,377.30
81	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
82	F&I 6-inch Casing Grout Seal	LF	253	Included	$ 13,766.05
83	Well Development	LS	1	Included	$ 54,086.10
84	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 34,730.87
85	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
86	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
87	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
MARBO DOW-M1 BID PRICE SUBTOTAL				$ 241,164.00	$ 383,010.55

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	HDCC Guam, LLC
Install New NCS BARRIGADA DOW-NCSB1					
88	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 66,028.88
89	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 36,758.70
90	Drill and Log 10 ¾-inch Borehole	LF	601	Included	$ 77,117.94
91	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 2,701.39
92	F&I 6-inch Schedule 80 PVC Blank Casing	LF	381	Included	$ 31,589.63
93	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 22,567.72
94	F&I Gravel Pack Filter Materials	LF	284	Included	$ 32,377.30
95	F&I Bentonite Pellet Seal	LF	5	Included	$ 485.81
96	F&I 6-inch Casing Grout Seal	LF	352	Included	$ 19,152.77
97	Well Development	LS	1	Included	$ 54,086.10
98	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 25,501.27
99	Site Cleanup/Restoration	LS	1	Included	$ 17,130.95
100	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 3,238.77
101	Video and Geophysical Logging Assistance	LS	1	Included	$ 7,449.16
NCS BARRIGADA DOW-NCSB1 BID PRICE SUBTOTAL				$ 251,676.00	$ 396,186.39
Rehabilitate Existing EX-8 Monitoring Well					
102	Site Mobilization, Site Preparation, and Demobilization	LS	1	Included	$ 14,196.21
103	Rehabilitate Existing Monitoring Well	LS	1	Included	$ 62,925.28
EX-8 BID PRICE SUBTOTAL				$ 87,573.60	$ 77,121.49
Rehabilitate Existing NCS-3A Monitoring Well					
104	Site Mobilization, Site Preparation, and Demobilization	LS	1	Included	$ 14,750.48
105	Rehabilitate Existing Monitoring Well	LS	1	Included	$ 183,679.94
NCS-3A BID PRICE SUBTOTAL				$ 103,124.70	$ 198,430.42
Base Bid Price Total				$ 2,338,785.00	$ 3,489,092.84
Alternative A [Deduct] Rehabilitate Existing EX-8 Monitoring Well				$ 2,251,211.40	$ 3,411,971.35
Alternate B [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells				$ 2,148,086.70	$ 3,213,540.93
Alternate C [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells and Install DOW-NCSB1				$ 1,896,410.70	$ 2,817,354.54

COPY

Exhibit C

BID PROPOSAL

Guam Waterworks Authority (GWA)

GWA Project No.: W20-0010-OEA, OEA Grant: OCON676-16-03

NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENT PROJECTS

Location: Northern Guam

Invitation to Bid Number: IFB-03-ENG-2020

Date of Bid: September 4, 2020, 3:00 p.m.

HDCC Guam, LLC

Submitted by:

HDCC Guam, LLC
267 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913

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- Schedule B Previous Experience
- Schedule C List of Equipment
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- Required Safety Submittals (OSHA 300, OSHA 300A and List of Citations)
- Key Personnel Resumes
- List of Subcontractors

Bid Proposal and Bid Schedule---------- 3

Affidavits and Certifications ---------- 4

- Form of Non Collusion Affidavit
- Major Shareholder Disclosure Affidavit
- Wage and Benefits Determination
- Common Construction Prevailing Wage Rate on Guam
- EEO Report PR 1391 Guam
- Employment Data
- Certification of Bidder Regarding Equal Employment Opportunity
- Certification of Bidder Regarding Non-Segregated Facilities
- Certification of Non-Employment of Convicted Sexual Offenders
- Special Instructions to Bidder – Estimated Quantities
- Affidavit Re Gratuities or Kickbacks
- Affidavit Re Ethical Standards
- Affidavit Re Contingent Fees

Proof of Licensure to Perform Work Called for by the Bid ---------- 5

Financial Information ---------- 6

Proof of Status as Veteran (if applies)---------- 7

Forms or Documents Required by Bid or Bid Amendments Not Referred to Above ---------- 8

- HDCC Operating Agreement
- Acknowledgement of Addenda

267 South Marine Corps Drive
Suite 201, Tamuning, Guam 96913
Phone: (671) 922-4322
Fax: (671) 922-0016
www.hdcc.com

HDCC Guam, LLC

September 4, 2020

Mr. Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Building
688 Route 3
Mangilao, Guam 96928

Subject: Bid Proposal for GWA's Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program, GWA Project No. W20-0010-OEA, IFB-03-ENG-2020

Hafa Adai Mr. Bordallo,

HDCC Guam, LLC (HGL) is pleased to submit our Qualifications and Bid proposals to Guam Waterworks Authority in response to its Invitation to Bid as described in Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program, GWA Project No. W20-0010OEA, IFB-03-ENG-2020.

HGL was formed by **Hawaiian Dredging Construction Company, Inc. (HDCC)** In 2015 to manage all HDCC's operations and projects in Guam. As the prime offeror, HGL, via its parent company HDCC, offers GWA the expertise and resources of Hawaii's largest self-performing contractor in a highly efficient structure for managing every aspect of the project. This will provide GWA with clear lines of communication, well-defined accountability, and the utmost assurance for a successful delivery of the NGLA Rehabilitation project.

HGL has selected Allied Pacific Drilling, Inc. (APDI) as our drilling subcontractor for the project. APDI is a fully licensed and insured drilling company, founded in 2011, their experience, personnel, reliable equipment, and knowledgeable management team combine to supply exceptional service to Guam.

Should you have any question or the need for additional information, please do not hesitate to contact me, at tholloway@hdcc.ocm or (671) 747-9618.

Very Respectfully,

Theron C. Holloway
Vice President

Enclosures

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	JCH
2.	Bidder Qualification Form	JCH
3.	Bid Proposal and Bid Schedule	JCH
4.	Non-Collusion Affidavit	JCH
5.	Certification of Bidder Regarding Equal Employment Opportunity	JCH
6.	Certification Regarding Non-Segregated Facilities	JCH
7.	Sex Offender Certification	JCH
8.	Wage and Benefit Determination	JCH
9.	Major Shareholders Disclosure Affidavit	JCH
10.	Special Instructions to Bidders	JCH
11.	Proof of Licensure to Perform Work Called For by the Bid	JCH
12.	Financial Statements	JCH
13.	Proof of Status as Veteran (if applies)	JCH
14.	Forms or Documents Required by Bid or Bid Amendments not referred to above	JCH

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

Signed: _____

Date: September 4, 2020

B. Forms or documents that must be submitted after the bid but prior to entering into a Contract are as follows:

1. Proof of Insurance (complete insurance policies) per Article 6 – Bonds and Insurance

2. Performance and Payment Bond.

3. Other Forms as Required by GWA

*Most forms or documents above must be submitted on forms supplied by GWA. Failure to use the correct form, or submit a form when required, could result in the vendor being deemed to be non-responsive which would require GWA to reject the bid. Failure to submit the correct forms or documents that are required after award but prior to contract are a condition precedent to GWA entering into a contract. Failing to provide the forms or documents could result in loss of award.

BID BOND

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

BIDDER *(Name and Address)*:
HDCC GUAM, LLC
267 S. Marine Corps Dr, Ste. 201
Tamuning, Guam 96913

SURETY *(Name, and Address of Principal Place of Business)*:
SAFECO INSURANCE COMPANY OF AMERICA
175 Berkeley Street
Boston, MA 02116

OWNER *(Name and Address)*:
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

BID
Bid Due Date: August 28, 2020
Description:
NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROGRAM
GWA Project No. W20-001-OEA

BOND
Bond Number: N/A
Date: August 10, 2020
Penal sum FIFTEEN PERCENT OF THE TOTAL BID AMOUNT (Words) $ 15% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
HDCC GUAM, LLC (Seal)	SAFECO INSURANCE COMPANY OF AMERICA (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Theron Holloway	Michael Grossi
Print Name	Print Name
Vice President	Attorney-in-fact
Title	Title
Attest:	Attest:
Signature	Signature
GUAM BUSINESS MANAGER	Arlene A. Tanaka Account Specialist
Title	Title

Countersigned by:
Takagi & Associates, Inc.
Resident General Agent

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7480536

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arlene A. Tanaka; Chad W. Karasaki; Jeffrey H. Case; Matthew Liew; Michael Grossi

all of the city of Honolulu, state of HI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2016.

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of August, 2020.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or monetary value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

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

CERTIFICATE OF AUTHORITY

RENEWAL **COA184**

Know All Men By These Presents That:

Name **SAFECO INSURANCE COMPANY OF AMERICA**

Address 175 BERKELEY STREET GARLOCK SUITE - MAIL STOP M09G
BOSTON, MA 02116

Classes of Insurance Authorized } Fidelity & Surety
Prop. Damage & Liability

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the ***1st*** *day of* ***July, 2020*** *to the* ***1st*** *day of* ***July, 2021*** *unless authority is revoked for failure to comply with the law.*

General Agent(s):

CALVO'S INSURANCE UNDERWRITERS INC
TAKAGI & ASSOCIATES INC
CASSIDY'S ASSOCIATED INSURERS INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this ***1st*** *day of* ***July, 2020***

DAFNE MANSAPIT-SHIMIZU
Acting Banking & Insurance Commissioner

LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS AND SUPPLIERS

NAME	ADDRESS	TEL NO.	DIVISION OF WORK
Allied Pacific Drilling, Inc.	POB 3411 Hagatna, GU 96932	477-7310	Drilling – *see qualifications behind this page.*

LICENSE NUMBER

44

GUAM ENVIRONMENTAL PROTECTION AGENCY

1973

YUPO Y NILALA Y TANO MAN LINO
ALL LIVING THINGS OF THE EARTH ARE ONE

UNLIMITED WELL DRILLERS LICENSE

This license is hereby issued to

Bryan Matz

Of the company

Allied Pacific Drilling, Inc.

To practice as a duly registered well driller in Guam.

THIS LICENSE SHALL EXPIRE ON October 19, 2021

This license is issued pursuant to the provisions stated in Chapter 46, Title 10 of the Guam Code Annotated, and the Water Resource Development and Operating Regulations. This license is non-transferable and conditioned upon the holder observing the government code of Guam and all rules, regulations and orders of the Guam Environmental Protection Agency. This license is the property of Guam EPA and is valid if there is a currently enforceable performance bond made out to Guam EPA. The license shall be surrendered to the Administrator upon demand when suspended, revoked or invalidated for any reason. No person shall willfully deface, alter, forge, counterfeit or falsify this license. Any such activity shall cause the immediate revocation of this license. This permit must be displayed at the location of operation.

10/15/2019

WALTER S. LEON GUERRERO
ADMINISTRATOR

Date

17-3304 MARINER AVENUE TIYAN, BARRIGADA, GUAM 96913-1617

PROOF OF LICENSURE

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Allied Pacific Drilling, Inc.

To engage in the business or act in the capacity of a contractor in the following classifications

C17,C30,C57 & C68 (Asbestos Abatemen/Removal, Above/Underground Fuel Tank Install & Fuel Leak Monitoring)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # CLB11-0787

GRT # 201101314

Certificate # C-0620-0074

Issued: June 03, 2020

Expires: June 30, 2021

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Bryan K. Matz
RME For: Allied Pacific Drilling, Inc.

To engage in the business or act in the capacity of a contractor in the following classifications

C17,C30,C57 & C68 (Asbestos Abatemen/Removal, Above/Underground Fuel Tank Install & Fuel Leak Monitoring)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME # 8399

Signature of LICENSEE
License #

GRT #

Certificate # R-0620-0075

Issued: June 03, 2020

Expires: June 30, 2021

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

BID FORM

The Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program

GWA Project No. W20-001-OEA

OEA Grant OCON676-16-03

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work 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 ACKNOWLEDGEMENTS

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 Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	July 6, 2020
2	July 22, 2020
3	July 28, 2020
4	August 21, 2020

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and conditions at or adjacent to the Site, all drawings of physical conditions relating to existing surface structures, and all downhole videos related to the existing wells to be rehabilitated at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

5.01 NGLA MONITORING SYSTEM EXPANSION PROJECT BID SCHEDULE

A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s) as delineated per scope item. Bid items 1 through 105 include all work set forth under the contract and necessary for the completion of the work. Bid prices shall include all applicable taxes and permit fees (including but not limited to the permits and utility clearances listed in Specification Section 01 35 43 Environmental Controls). All other work not specifically listed in the Bid Form is considered incidental to the work and is an obligation of the Contractor under the bid item which most appropriately covers the work as specified at no additional cost to the Owner.

B. Abbreviations used in the Bid Schedule are defined as follows:

1. LF – linear feet
2. LS – lump sum
3. EA – each
4. F&I – furnish and install

C. Base Bid:

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
1	Overall Project Mobilization/Demobilization, Including Permitting Fees (limited to 10% of total bid amount)	LS	1	$259,887.0824	$259,887.08
2	Well Abandonment – Allowance for any abandoned well (not guaranteed)	LF	750	$36.2742	$27, 205.64
3	Owner Requested Standby Time Owner's Allowance (not guaranteed)	HR	28	$744.9163	$20,857.66
Install New Well NORTHWEST FIELD DOW-NWF1					
4	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$76,895.5935	$76,895.59
5	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole)	$918.9676	$36,758.70

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
			42 (casing)		
6	Drill and Log 10 ¾-inch Borehole	LF	710	$135.0695	$95,899.35
7	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
8	F&I 6-inch Schedule 80 PVC Blank Casing	LF	453	$82.9124	$37,559.33
9	F&I 6-inch Schedule 80 PVC Well Screen	LF	297	$86.7989	$25,779.28
10	F&I Gravel Pack Filter Materials	LF	321	$114.0046	$36,595.47
11	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
12	F&I 6-inch Casing Grout Seal	LF	424	$54.4113	$23,070.38
13	Well Development	LS	1	$54,086.1022	$54,086.10
14	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$42,217.6041	$42,217.60
15	Site Clean Up/Restoration	LS	1	$16,599.7916	$16,599.79
16	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
17	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
NORTHWEST FIELD DOW-NWF1 BID PRICE SUBTOTAL $459,336.72					
Install New Well ANDERSEN AFB DOW-AAFB1					
18	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,531.5412	$66,531.54
19	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
20	Drill and Log 10 ¾-inch Borehole	LF	711	$135.0695	$96,034.42
21	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
22	F&I 6-inch Schedule 80 PVC Blank Casing	LF	471	$82.9124	$39,051.75
23	F&I 6-inch Schedule 80 PVC Well Screen	LF	280	$86.7989	$24,303.70
24	F&I Gravel Pack Filter Materials	LF	304	$114.0046	$34,657.39
25	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
26	F&I 6-inch Casing Grout Seal	LF	442	$54.4113	$24,049.78
27	Well Development	LS	1	$54,086.1022	$54,086.10
28	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$34,730.8719	$34,730.87
29	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
30	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
31	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
ANDERSEN AFB DOW-AAFB1 BID PRICE SUBTOTAL $441,210.33					
Install New Well NCS FINEGAYAN DOW-NCSF1					
32	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,531.5412	$66,531.54
33	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70
34	Drill and Log 10 ¾-inch Borehole	LF	624	$135.0695	$84,283.37

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
35	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
36	F&I 6-inch Schedule 80 PVC Blank Casing	LF	404	$82.9124	$33,496.62
37	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$86.7989	$22,567.72
38	F&I Gravel Pack Filter Materials	LF	284	$114.0046	$32,377.30
39	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
40	F&I 6-inch Casing Grout Seal	LF	375	$54.4113	$20,404.23
41	Well Development	LS	1	$54,086.1022	$54,086.10
42	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$34,730.8719	$34,730.87
43	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
44	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
45	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
NCS FINEGAYAN DOW-NCSF1 BID PRICE SUBTOTAL $ 416,242.53					
Install New Well NCS FINEGAYAN DOW-NCSF2					
46	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,531.5412	$66,531.54
47	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70
48	Drill and Log 10 ¾-inch Borehole	LF	544	$135.0695	$73,477.81
49	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
50	F&I 6-inch Schedule 80 PVC Blank Casing	LF	324	$82.9124	$26,863.62
51	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$86.7989	$22,567.72
52	F&I Gravel Pack Filter Materials	LF	284	$114.0046	$32,377.30
53	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
54	F&I 6-inch Casing Grout Seal	LF	295	$54.4113	$16,051.33
55	Well Development	LS	1	$54,086.1022	$54,086.10
56	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$34,730.8719	$34,730.87
57	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
58	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
59	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
NCS FINEGAYAN DOW-NCSF2 BID PRICE SUBTOTAL $394,451.07					
Install New Well YIGO DOW-Y1					
60	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,531.5412	$66,531.54
61	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70
62	Drill and Log 10 ¾-inch Borehole	LF	620	$135.0695	$83,743.10
63	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
64	F&I 6-inch Schedule 80 PVC Blank	LF	400	$82.9124	$33,164.97

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
	Casing				
65	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$86.7989	$22,567.72
66	F&I Gravel Pack Filter Materials	LF	284	$114.0046	$32,377.30
67	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
68	F&I 6-inch Casing Grout Seal	LF	371	$54.4113	$20,186.58
69	Well Development	LS	1	$54,086.1022	$54,086.10
70	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$34,730.8719	$34,730.87
71	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
72	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
73	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
YIGO DOW-Y1 BID PRICE SUBTOTAL $415,152.96					
Install New Well MARBO DOW-M1					
74	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,531.5412	$66,531.54
75	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70
76	Drill and Log 10 ¾-inch Borehole	LF	502	$135.0695	$67,804.89
77	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
78	F&I 6-inch Schedule 80 PVC Blank Casing	LF	282	$82.9124	$23,381.30

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
79	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$86.7989	$22,567.72
80	F&I Gravel Pack Filter Materials	LF	284	$114.0046	$32,377.30
81	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
82	F&I 6-inch Casing Grout Seal	LF	253	$54.4113	$13,766.05
83	Well Development	LS	1	$54,086.1022	$54,086.10
84	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$34,730.8719	$34,730.87
85	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
86	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
87	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
MARBO DOW-M1 BID PRICE SUBTOTAL $383,010.55					
Install New NCS BARRIGADA DOW-NCSB1					
88	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$66,028.8847	$66,028.88
89	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$918.9676	$36,758.70
90	Drill and Log 10 ¾-inch Borehole	LF	601	$128.3160	$77,117.94
91	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$135.0695	$2,701.39
92	F&I 6-inch Schedule 80 PVC Blank Casing	LF	381	$82.9124	$31,589.63
93	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$86.7989	$22,567.72

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
94	F&I Gravel Pack Filter Materials	LF	284	$114.0046	$32,377.30
95	F&I Bentonite Pellet Seal	LF	5	$97.1630	$485.81
96	F&I 6-inch Casing Grout Seal	LF	352	$54.4113	$19,152.77
97	Well Development	LS	1	$54,086.1022	$54,086.10
98	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$25,501.2688	$25,501.27
99	Site Cleanup/Restoration	LS	1	$17,130.9493	$17,130.95
100	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$3,238.7663	$3,238.77
101	Video and Geophysical Logging Assistance	LS	1	$7,449.1626	$7,449.16
NCS BARRIGADA DOW-NCSB1 BID PRICE SUBTOTAL $396,186.39					
Rehabilitate Existing EX-8 Monitoring Well					
102	Site Mobilization, Site Preparation, and Demobilization	LS	1	$14,196.2124	$14,196.21
103	Rehabilitate Existing Monitoring Well	LS	1	$62,925.2805	$62,925.28
EX-8 BID PRICE SUBTOTAL $77,121.49					
Rehabilitate Existing NCS-3A Monitoring Well					
104	Site Mobilization, Site Preparation, and Demobilization	LS	1	$14,750.4819	$14,750.48
105	Rehabilitate Existing Monitoring Well	LS	1	$183,679.9373	$183,679.94

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
NCS-3A BID PRICE SUBTOTAL $198,430.42					

Base Bid Price Total $ 3,489,092.84

(Total price in words)

Three Million Four Hundred Eighty Nine Thousand, Ninety Two Dollars and Eighty Four Cents

---

Alternate A (Deduct) Rehabilitate Existing EX-8 Monitoring Well: $77,121.49

Alternative A Bid Price = Base Bid Less Deduct A $ 3,411,971.35

(Total price in words)

Three Million Four Hundred Eleven Thousand, Nine Hundred Seventy One Dollars and Thirty Five Cents,

---

Alternate B (Deduct) Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells: $275,551.91

Alternative B Bid Price = Base Bid Less Deduct B $ 3,213,540.93

(Total price in words)

Three Million, Two Hundred Thirteen Thousand, Five Hundred Forty and Ninety Three Cents

---

Alternate C (Deduct) Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells and Install DOW-NCSB1 $671,738.30

Alternative C Bid Price = Base Bid Less Deduct C **$ 2,817,354.54**

(Total price in words)

Two Million Eight Hundred Seventeen, Three Hundred Fifty Four Dollars and Fifty Four Cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and 2) 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 installed.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in 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 submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CLB18-1390 [or] Evidence of Bidder's ability to obtain a license to do business in the Territory of Guam or a covenant by the bidder to obtain said license prior to award of the contract;

G. Required Bidder Qualification Statement with supporting data; and

H. Certificates, Affidavits and Forms listed in Section 00900 as required by Laws and Regulations.

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.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *(Indicate correct name of bidding entity)*

HDCC Guam, LLC

By:

(Signature)

[Printed name] Theron Holloway, Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name] Glen Davies

Title: Guam Business Manager

Submittal Date: September 4, 2020

Address for giving notices:

267 South Marine Corps Drive, Suite 201, Tamuning, Guam 96913

Telephone Number: 671-747-9618

Fax Number: 671-922-0016

Contact Name and e-mail address: tholloway@hdcc.com

Bidder's License No.: CLB18-1390
(where applicable)

Proof of Licensure to Perform Work Called for by the Bid

Attached is a copy of HDCC Guam, LLC's Contactors' License. HDCC Guam, LLC was in the process of renewing its contractor's license but due to delays caused by COVID 19 and the subsequent quarantine/lockdown in March and the recent change back to PCOR 1, the Guam Contractors Licensing Board has extended license renewals to September 11, 2020. Please see attached release from the Guam Contractor's Association.

2020

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

HDCC Guam, LLC

To engage in the business or act in the capacity of a contractor in the following classifications

A & B

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # CLB18-1390

GRT # 201702002

Certificate # C-1019-1351

Issued: October 9, 2019

Expires: June 30, 2020

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

Lourdes Acosta

From: Guam Contractors Association <james.martinez@guamcontractors.ccsend.com> on behalf of Guam Contractors Association <james.martinez@guamcontractors.org>
Sent: Thursday, August 27, 2020 8:11 AM
To: Lourdes Acosta
Subject: Guam CLB Renewal Extension *Update 8/27/2020*

GCA
Guam Contractors Association
Building Guam since 1959

Guam Contractors Licensing Board Renewal Extension

Dear GCA Member:

The Guam Contractors Licensing Board is currently closed due to the recent change back to PCOR1. Per the GCLB, contractors license renewals has been extended to September 11th, 2020. No penalties or late fees will be imposed before this date.

This date may be subject to change if PCOR1 is extended beyond September 11th, 2020.

Guam Contractors Association
718 N. Marine Corps Drive,
Suite 203, Tamuning, GU 96913

Visit GCA's COVID-19 Information and Resource Page

Office Hours
Monday-Friday: 8 am - 5 pm
Weekends: Closed
Office: 671-647-4840/1
Facsimile: 671-647-4866

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SUBCONTRACTOR PROOF OF LICENSURE

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Allied Pacific Drilling, Inc.

To engage in the business or act in the capacity of a contractor in the following classifications

C17,C30,C57 & C68 (Asbestos Abatemen/Removal, Above/Underground Fuel Tank Install & Fuel Leak Monitoring)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # CLB11-0787

GRT # 201101314
Issued: June 03, 2020

Certificate # C-0620-0074
Expires: June 30, 2021

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Bryan K. Matz
RME For: Allied Pacific Drilling, Inc.

To engage in the business or act in the capacity of a contractor in the following classifications

C17,C30,C57 & C68 (Asbestos Abatemen/Removal, Above/Underground Fuel Tank Install & Fuel Leak Monitoring)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME # 8399

Signature of LICENSEE
License #

GRT #

Certificate # R-0620-0075

Issued: June 03, 2020

Expires: June 30, 2021

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

Exhibit B

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
Tel. No. (671) 300-6846

December 30, 2020

Theron C. Holloway
Vice President
HDCC Guam. LLC
267 S. Marine Corps Drive, Suite 201
Tamuning, Guam 96913

Re: Northern Guam Lens Aquifer (NGLA) Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program
GWA Project No. W20-001-OEA

Hafa Adai Mr. Holloway,

This letter is to notify you that the Guam Waterworks Authority (GWA) fully intends to pursue the construction of the above referenced project. However, in an effort to fund all of the work associated with the Base Bid, without de-scoping any of the new wells, GWA has requested a transfer of supplemental grant funds by the federal government from a different project to this project. While the transfer was viewed favorably by the grants manager assigned, we have been informed that a delay in the formal approval process has impacted the project award activity and we anticipate the transfer to be completed within the first quarter of year 2021.

In accordance with Section 0200 Instructions to Bidders, Article 18, Paragraph 18.01 - bidders' price offer shall remain firm fixed and open for acceptance for a period of not less than one hundred twenty (120) days after the proposal submittal date which was September 4, 2020. Based on that requirement, the current date of price validity extends to January 4, 2021 at which date, we believe the transfer of supplemental grant would still be in progress. Therefore, GWA would like to confirm if HDCC is willing, in good faith of an impending award for the full base bid, to extend the bid validity for a reasonable period.

Your response is appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,

MIGUEL C. BORDALLO, P.E.
General Manager

Exhibit C

HDCC Guam, LLC

267 South Marine Corps Dr.
Suite 201
Tamuning, Guam 96913
Phone: (671) 922-4322
Fax: (671) 922-0016
www.hdcc.com

February 8, 2021

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

Attention: Mr. Miguel Bordallo, P.E.
General Manager

Reference: Northern Guam Lens Aquifer (NGLA) Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program, GWA Project No. W20-001-OEA
GWA Letter dated February 2, 2021

Dear Miguel,

This letter is to inform you that HDCC Guam, LLC is unable to extend its bid validity for the above referenced project. Due to changes in circumstances, our Specialty Well Drilling Subcontractor advised they are unable to move forward on the project. Some include bid submitted and opened on August 7, 2020 (6 months ago) and the delays in award since then has caused them to incorporate other projects into their workload. They are also concerned that 330 days even with possible extensions for the award delays is insufficient for the project work with an unknown Notice to Proceed date, current hurdles associated with COVID-19 such as off-island materials, equipment acquisition, personnel recruitment, and mandatory quarantine.

We thank you for your time and attention to this issue.

Sincerely,
HDCC Guam, LLC

Theron C. Holloway
Vice President

CC: G. Davies,
L. Abayon
F. Sarmiento
A. Wahid.
Tom Polevich (APDI).
Brian Matz (APDI)

Exhibit D

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagatna, Guam 96932
Tel. No. (671) 300-6036

March 10, 2021

HDCC Guam, LLC
267 South Marine Corps Drive
Suite 201
Tamuning, Guam 96913

Attention: Theron C. Holloway
Vice President

Project: IFB-03-ENG-2020
Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvement Program
GWA Project No. W20-001-OEA

Subject: Notice of Bid Rejection

Hafa Adai Mr. Holloway:

Thank you for submitting your bid of September 2, 2020. The Guam Waterworks Authority (GWA) regrets to inform you that we must reject your bid proposal pursuant to 2 GAR §3115(d)(2)(iv) because of the federal grant funding issues impacting the terms and conditions of the contract and the impending issuance of award. GWA further finds that this rejection is in the best interest of the territory. Therefore, we are returning herewith your bid security (Bid Bond).

Please keep in mind that GWA intends to re-bid this project in the near future with funds available and possibly revisions to the method required by the specifications. The agency appreciates your interest and encourages your company to continue to participate in GWA procurement processes.

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

Sincerely,

MIGUEL C. BORDALLO, P.E.
General Manager

Enclosure

MCB;gb

Exhibit E

GUAM WATERWORKS AUTHORITY

Project Name: **Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvement Program (Re-Bid)**

Virtual Bid Opening Date: April 26, 2021
Time: 3:00 PM

Project Number: W20-001-OEA IFB NO.: IFB-02-ENG-2021

ABSTRACT OF BIDS

	Company Name	BID BOND	CERTIFICATIONS										BID AMOUNT			
			Bidder Qualification Statement	Non-Collusion Affidavit	Equal Employment Opportunity	Non-Segregated Facilities	Non-Employment of Sexual Offender	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instruction to Bidders	Addendum 1	Addendum 2	BASE BID PRICE TOTAL	ALTERNATIVE A (Base Bid Less Deduct A)	ALTERNATIVE B (Base Bid Less Deduct B)	ALTERNATIVE C (Base Bid Less Deduct C)
1.	MARIANAS DRILLING, INC.	NO BID														
2.	A& R PACIFIC-GARNEY FEDERAL JV	CONTINENTAL INSURANCE CO. 15% OF THE TOTAL AMOUNT BID	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,250,686.56	$3,152,724.12	$2,990,114.83	$2,990,114.83
3.	PACIFIC DEVELOPMENTS LLC	NO BID														
4.	PACIFIC FEDERAL MANAGEMENT	NO BID														
	GWA Estimate												$2,338,785.00	$2,251,211.40	$2,148,086.70	$1,896,410.70

Bids Opened and Read by:

GLORIA P. BENSAN
(Name and Signature)

Tabulated By:

ERNESTO VILLARIN
(Name and Signature)

GWA Procurement Representative:

for ROLAND LUMONGSUD
(Name and Signature)

Victoria Hancock

Witnesses:

Exhibit F

414 W Soledad Avenue, Suite 601
Hagatna, GU 96910

T: 671.300.4226

April 28, 2021

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 16
Mangilao, Guam 96913 150343

Ref: Northern Guam Lens Aquifer (NGLA) Monitoring Wells Expansion Project (RE-BID); GWA project Number W20-001-OEA

Subject: **Bid Review and Recommendation for A&R Pacific-Garney Federal JV**

Dear Mr. Bordallo:

Brown and Caldwell (BC) has reviewed the submitted bid proposal for the referenced project and is providing our bid analysis and recommendations.

Out of four (4) parties interested in the referenced project, A&R Pacific-Garney Federal Joint Venture (JV) was the only party to submit a bid proposal. A comparison between the Engineer's Cost Estimate and A&R Pacific-Garney Federal JV's bid proposal is shown in the table below:

Bid Schedule	Engineer's Estimate	A&R Pacific-Garney Federal JV	Variance from Engineer's Estimate
Base Bid	$2,338,785.00	$3,250,686.56	40.0%
Alternative Bid A	$2,251,211.40	$3,411,971.35	51.6%
Alternative Bid B	$2,148,086.70	$3,213,540.93	49.6%
Alternative Bid C	$1,896,410.70	$2,817,354.54	48.6%

Although this bid is significantly higher than the Engineer's Estimate, it is $238,406 lower than the previous bid we received for this same scope of work on September 4, 2020 and is lower than the justification used for transferring grant funds by the Office of Economic Adjustment. Among several factors, at the time of development, the Engineer's cost estimate did not account for the unexpected effects of COVID-19, such as increased labor, material, and equipment cost

414 W Soledad Avenue, Suite 601
Hagatna, GU 96910

T: 671.300.4226

In addition to costs, A&R Pacific-Garney Federal JV's subcontractor and supplier list was reviewed. Below are highlights of BC's evaluation of A&R Pacific-Garney Federal JV's bid proposal:

1. BC has verified that A&R Pacific-Garney Federal JV submitted all required documents to be qualified and considered for this project.
2. . A&R Pacific-Garney Federal JV's proposed subcontractor – Marianas Drilling, Inc. – possesses a Guam Environmental Protection Agency Unlimited Well Drillers license, which is required to perform the work under this project.

Based on this evaluation, BC recommends that A&R Pacific-Garney Federal JV be awarded a construction contract for the Base Bid for the Northern Guam Lens Aquifer (NGLA) Monitoring Wells Expansion Project.

If you have any questions, please call me at (671) 300-4221.

Respectfully Submitted,

Brown and Caldwell

Kurt Bilz, P.E.
Managing Engineer

KRB:jbc

cc: Jerry Johnson, Brown and Caldwell
Joseph Claveria, Brown and Caldwell
Gloria Bensan, Guam Waterworks Authority

Attachments:
1. GWA Abstract of Bids
2. Bid Analysis

GUAM WATERWORKS AUTHORITY

Project Name: **Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvement Program (Re-Bid)**

Virtual Bid Opening Date: April 26, 2021
Time: 3:00 PM

Project Number: W20-001-OEA IFB NO.: IFB-02-ENG-2021

ABSTRACT OF BIDS

	Company Name	BID BOND	CERTIFICATIONS										BID AMOUNT			
			Bidder Qualification Statement	Non-Collusion Affidavit	Equal Employment Opportunity	Non-Segregated Facilities	Non-Employment of Sexual Offender	Wage & Benefit Determination	Major Shareholders Affidavit	Special Instruction to Bidders	Addendum 1	Addendum 2	BASE BID PRICE TOTAL	ALTERNATIVE A (Base Bid Less Deduct A)	ALTERNATIVE B (Base Bid Less Deduct B)	ALTERNATIVE C (Base Bid Less Deduct C)
1.	MARIANAS DRILLING, INC.	NO BID														
2.	A& R PACIFIC-GARNEY FEDERAL JV	CONTINENTAL INSURANCE CO. 15% OF THE TOTAL AMOUNT BID	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,250,686.56	$3,152,724.12	$2,990,114.83	$2,990,114.83
3.	PACIFIC DEVELOPMENTS LLC	NO BID														
4.	PACIFIC FEDERAL MANAGEMENT	NO BID														
	GWA Estimate												$2,338,785.00	$2,251,211.40	$2,148,086.70	$1,896,410.70

Bids Opened and Read by:

GLORIA P. BENSAN
(Name and Signature)

Tabulated By:

ERNESTO VILLARIN
(Name and Signature)

GWA Procurement Representative:

for ROLAND LUMONGSUD
(Name and Signature)

Victoria Hancock

Witnesses:

Project: Northern Guam Lens Aquifer Monitoring Wells Expansion
GWA IFB No.: IFB-03-ENG-2020
GWA Project No.: W20-001-OEA

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
1	Overall Project Mobilization/Demobilization, Including Permitting Fees (limited to 10% of total bid amount)	LS	1	$ 233,878.50	$ 319,802.48
2	Well Abandonment - Allowancd for any abandoned well (not guranteed)	LF	750	-	$ 29,250.00
3	Owner Requested Standby Time Owner's Allowance (not guranteed)	HR	28	-	$ 23,444.96
Install New Well NORTHWEST FIELD DOW-NWF1					
4	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 36,019.20
5	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.60
6	Drill and Log 10 ¾-inch Borehole	LF	710	Included	$ 66,711.60
7	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
8	F&I 6-inch Schedule 80 PVC Blank Casing	LF	453	Included	$ 46,110.87
9	F&I 6-inch Schedule 80 PVC Well Screen	LF	297	Included	$ 35,236.08
10	F&I Gravel Pack Filter Materials	LF	321	Included	$ 42,728.31
11	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
12	F&I 6-inch Casing Grout Seal	LF	424	Included	$ 16,599.60
13	Well Development	LS	1	Included	$ 15,660.52
14	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 82,455.72
15	Site Clean Up/Restoration	LS	1	Included	$ 9,219.61
16	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 20,358.57
17	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.16
NORTHWEST FIELD DOW-NWF1 BID PRICE SUBTOTAL				$ 302,993.10	$ 422,701.59

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New Well ANDERSEN AFB DOW-AAFB1					
18	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 36,019.49
19	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,850.00
20	Drill and Log 10 ¾-inch Borehole	LF	711	Included	$ 66,805.56
21	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
22	F&I 6-inch Schedule 80 PVC Blank Casing	LF	471	Included	$ 47,943.09
23	F&I 6-inch Schedule 80 PVC Well Screen	LF	280	Included	$ 32,886.00
24	F&I Gravel Pack Filter Materials	LF	304	Included	$ 40,468.48
25	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
26	F&I 6-inch Casing Grout Seal	LF	442	Included	$ 17,304.30
27	Well Development	LS	1	Included	$ 15,660.65
28	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 70,566.32
29	Site Cleanup/Restoration	LS	1	Included	$ 5,774.32
30	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 20,358.57
31	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.19
ANDERSEN AFB D0W-AAFB1 BID PRICE SUBTOTAL				$ 321,329.70	$ 405,388.72

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New Well NCS FINEGAYAN DOW-NCSF1					
32	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 34,452.98
33	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.20
34	Drill and Log 10 ¾-inch Borehole	LF	624	Included	$ 58,631.04
35	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
36	F&I 6-inch Schedule 80 PVC Blank Casing	LF	404	Included	$ 41,123.16
37	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 30,537.00
38	F&I Gravel Pack Filter Materials	LF	284	Included	$ 37,803.24
39	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
40	F&I 6-inch Casing Grout Seal	LF	375	Included	$ 14,681.28
41	Well Development	LS	1	Included	$ 15,660.45
42	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 70,253.11
43	Site Cleanup/Restoration	LS	1	Included	$ 5,774.32
44	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 15,660.44
45	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.13
NCS FINEGAYAN DOW-NCSF1 BID PRICE SUBTOTAL				$ 273,583.80	$ 376,178.10

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New Well NCS FINEGAYAN DOW-NCSF2					
46	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 32,887.35
47	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.60
48	Drill and Log 10 ¾-inch Borehole	LF	544	Included	$ 51,114.24
49	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
50	F&I 6-inch Schedule 80 PVC Blank Casing	LF	324	Included	$ 32,979.96
51	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 30,537.00
52	F&I Gravel Pack Filter Materials	LF	284	Included	$ 37,806.08
53	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
54	F&I 6-inch Casing Grout Seal	LF	295	Included	$ 11,549.25
55	Well Development	LS	1	Included	$ 15,660.64
56	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 70,472.35
57	Site Cleanup/Restoration	LS	1	Included	$ 4,479.93
58	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 15,660.44
59	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.19
NCS FINEGAYAN DOW-NCSF2 BID PRICE SUBTOTAL				$ 257,002.20	$ 354,748.78

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New Well YIGO DOW-Y1					
60	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 34,452.92
61	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.20
62	Drill and Log 10 ¾-inch Borehole	LF	620	Included	$ 58,255.20
63	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
64	F&I 6-inch Schedule 80 PVC Blank Casing	LF	400	Included	$ 40,716.00
65	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 30,537.00
66	F&I Gravel Pack Filter Materials	LF	284	Included	$ 37,803.24
67	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
68	F&I 6-inch Casing Grout Seal	LF	371	Included	$ 14,524.65
69	Well Development	LS	1	Included	$ 15,660.42
70	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 67,415.44
71	Site Cleanup/Restoration	LS	1	Included	$ 4,479.93
72	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 20,358.57
73	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.13
YIGO DOW-Y1 BID PRICE SUBTOTAL				$ 266,459.40	$ 375,804.45

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New Well MARBO DOW-M1					
74	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 32,887.30
75	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.60
76	Drill and Log 10 ¾-inch Borehole	LF	502	Included	$ 47,167.92
77	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
78	F&I 6-inch Schedule 80 PVC Blank Casing	LF	282	Included	$ 28,704.78
79	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 30,537.00
80	F&I Gravel Pack Filter Materials	LF	284	Included	$ 37,806.08
81	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
82	F&I 6-inch Casing Grout Seal	LF	253	Included	$ 9,904.95
83	Well Development	LS	1	Included	$ 15,660.62
84	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 72,577.12
85	Site Cleanup/Restoration	LS	1	Included	$ 4,479.93
86	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 20,358.57
87	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.19
MARBO DOW-M1 BID PRICE SUBTOTAL				$ 241,164.00	$ 351,685.81

Item No.	Description	Unit	Est. Quantity	Engineer's Estimate	A&R-GarneyFederal
Install New NCS BARRIGADA DOW-NCSB1					
88	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	Included	$ 34,452.87
89	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	Included	$ 43,849.20
90	Drill and Log 10 ¾-inch Borehole	LF	601	Included	$ 56,469.96
91	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	Included	$ 1,879.20
92	F&I 6-inch Schedule 80 PVC Blank Casing	LF	381	Included	$ 38,781.99
93	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	Included	$ 30,537.00
94	F&I Gravel Pack Filter Materials	LF	284	Included	$ 37,803.24
95	F&I Bentonite Pellet Seal	LF	5	Included	$ 1,174.55
96	F&I 6-inch Casing Grout Seal	LF	352	Included	$ 13,780.80
97	Well Development	LS	1	Included	$ 15,660.40
98	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	Included	$ 27,960.66
99	Site Cleanup/Restoration	LS	1	Included	$ 3,703.38
100	MEC/UXO Compliance for Downhole Boring per Well	EA	1	Included	$ 20,358.57
101	Video and Geophysical Logging Assistance	LS	1	Included	$ 4,698.12
NCS BARRIGADA DOW-NCSB1 BID PRICE SUBTOTAL				$ 251,676.00	$ 331,109.94
Rehabilitate Existing EX-8 Monitoring Well					
102	Site Mobilization, Site Preparation, and Demobilization	LS	1	Included	$ 22,479.48
103	Rehabilitate Existing Monitoring Well	LS	1	Included	$ 75,482.96
EX-8 BID PRICE SUBTOTAL				$ 87,573.60	$ 97,962.44
Rehabilitate Existing NCS-3A Monitoring Well					
104	Site Mobilization, Site Preparation, and Demobilization	LS	1	Included	$ 55,477.32
105	Rehabilitate Existing Monitoring Well	LS	1	Included	$ 107,131.97
NCS-3A BID PRICE SUBTOTAL				$ 103,124.70	$ 162,609.29
Base Bid Price Total				$ 2,338,785.00	$ 3,250,686.56
Alternative A [Deduct] Rehabilitate Existing EX-8 Monitoring Well				$ 2,251,211.40	$ 3,411,971.35
Alternate B [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells				$ 2,148,086.70	$ 3,213,540.93
Alternate C [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells and Install DOW-NCSB1				$ 1,896,410.70	$ 2,817,354.54

Exhibit G

NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROGRAM (RE-BID) IFB-03-ENG-2021

Submitted by A&R Pacific-Garney Federal JV
04/26/2021

PO Box 25612
Barrigada, Guam 96921
(671) 646-3146

April 26, 2021

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Subject: **NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROGRAM (RE-BID) IFB-03-ENG-2021**

Dear Mr. Bordallo,

A&R Pacific-Garney Federal Venture is pleased to submit this proposal for afore-mentioned solicitation.

1. **Statement of Offeror's Intent:**

A&R Pacific-Garney Federal Joint Venture agrees to comply with all terms, conditions, and provisions included in this solicitation and to furnish all items upon which prices offered in this response at the price set opposite each item.

2. **Identification of Offeror:**

Mailing Address:
A&R Pacific-Garney Federal JV
PO Box 25612
Barrigada Guam, 96921
DUNS#: 855022635
Cage Code: 8LNG0

Telephone: (671) 646-3146
Facsimile: (619) 335-5923 (eFax)
Email: Shoja.Rezvani@ar-pacific.com
TIN: 66-0944717

A&R Pacific - Garney Federal JV is a joint venture between A&R Corporation and Garney Federal Inc. This joint venture is a Mentor-Protégé and has been approved by Small Business Administration.

Garney Federal Inc.	**A&R Corporation dba A&R Pacific**
DUNS NO: 079845635	DUNS NO: 855021479
CAGE CODE: 7FUX7	CAGE CODE: 7K3B4
TIN: 45-2304170	TIN: 66-0805631
Address:	Mailing address: PO Box 25612, Barrigada, GU 96921
7911 Shaffer Parkway, Littleton, CO 80127	Phone: (671) 646-3146

A&R PACIFIC GARNEY FEDERAL JV

DUNS: 855022635 | Cage Code: 8LNG0 | PO Box 25612,Barrigada, Guam 96921

Phone: (831) 460-6405 Fax: (671) 460-6401 jmcquillen@garney.com	Cell: (671) 685-8105 eFax: (619) 333-5923 shoja.rezvani@ar-pacific.com

3. **Persons Authorized to negotiate this Contract with Guam Waterworks Authority sign proposal:**

MR. Shoja Rezvani is representatives of the A&R Pacific-Garney Federal Joint Venture and authorized to sign the proposal, acknowledge amendments and negotiate on the JV's behalf with the Guam Waterworks Authority.

Shoja Rezvani, Vice President (A&R Pacific) | Telephone No.: (671) 685 -8105
Facsimile No.: (619) 333-5923 | Email: Shoja.Rezvani@ar-pacific.com

4. **Evidence of Bidder's authority to do business in the territory of Guam and contractor's license number**

A&R Corporation is a Guam company established in June 2013 and is a licensed contractor (A,B and C8). A&R Pacific-Garney Federal JV is registered and licensed in Guam and we are in process of obtaining Guam Contractor's License. In case of award, we will be able to provide you a copy of Contractor's License for the Joint Venture.

A&R Pacific-Garney Federal Joint Venture looks forward to working with Guam Waterworks Authority on this important and exciting project.

Respectfully,
A&R Pacific-Garney Federal JV

Solmaz Akhtarpour
A&R Corporation
President

Jay McQuillen, P.E.
Garney Federal Inc.
President

BID BOND

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

BIDDER *(Name and Address)*:
A&R Pacific-Garney Federal JV
P.O. Box 25612
Barrigada, Guam 96921

SURETY *(Name, and Address of Principal Place of Business)*:
The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606

OWNER *(Name and Address)*:
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

BID
Bid Due Date: April 26, 2021
Description:
NORTHERN GUAM LENS AQUIFER (NGLA) MONITORING SYSTEM EXPANSION PROJECT FOR THE GUAM WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROGRAM (RE-BID)
GWA Project No. W20-001-OEA
OEA Grant OCON676-16-03

BOND
Bond Number: Bid Bond
Date: April 19, 2021
Penal sum Fifteen Percent of the Total Amount Bid ---------- $ 15% ----------
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
A&R Pacific-Garney Federal JV (Seal)	The Continental Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
SHOJA REZVANI	Adam Baron
Print Name MANAGING PARTNER	Print Name
SOLMAZ AKHTARPOUR	Attorney-In-Fact
Title	Title
Attest:	Attest:
Signature	Signature
MANAGING PARTNER	Valerie C. Pendon, Bond Underwriter
Title	Title

Countersigned: ADAM BARON
CASSIDY'S ASSOCIATED INSURERS, INC. RESIDENT GENERAL AGENT

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

FOR THE BID BOND ISSUED ON BEHALF OF A&R PACIFIC-GARNEY FEDERAL JV.

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David W Cassidy, Michael C Cassidy, Adam Baron, Timothy San Nicolas, Individually

of Hagatna, GU, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of August, 2015.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of August, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

S. EICH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires February 12, 2021

S. Eich — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19TH day of APRIL, 2021.

The Continental Insurance Company

D. Bult — Assistant Secretary

Form F6850-4/2012

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

CERTIFICATE OF AUTHORITY

RENEWAL **COA131**

Know All Men By These Presents That:

Name **CONTINENTAL INSURANCE COMPANY**

Address 151 N FRANKLIN STREET
CHICAGO, IL 60606

Classes of Insurance Authorized

Accident & Health	Motor Vehicle
Fidelity & Surety	Prop. Damage & Liability
Fire	Workmens Comp
Marine	
Miscellaneous	

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the ***1st*** *day of* ***July, 2020*** *to the* ***1st*** *day of* ***July, 2021*** *unless authority is revoked for failure to comply with the law.*

General Agent(s):
CASSIDY'S ASSOCIATED INSURERS INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this ***1st*** *day of* ***July, 2020***

DAFNE MANSAPIT-SHIMIZU
Acting Banking & Insurance Commissioner

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: A&R PACIFIC-GARNEY FEDERAL JV

Address: PO BOX 25612
BARRIGADA, GUAM
96921

2. SUBMITTED TO: Guam Waterworks Authority

3. SUBMITTED FOR: IFB-03-ENG-2021

Owner: Guam Waterworks Authority

Project Name: Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program

TYPE OF WORK: Construct 7 new Monitoring well and rehabilitation of 2 monitoring wells

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Shoja Rezvani, P.E.

Title: Managing Partner

Phone: (671) 685 8105

Email: Shoja.Rezvani@ar-pacific.com

5. **AFFILIATED COMPANIES:**

Name: A&R Corporation **dba A&R Pacific** , PO Box 25612, Barrigada, Guam 96921

Address: Garney Federal Inc, 7911 Shaffer Parkway,Littleton,CO 80127

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: n/a

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization: n/a

Type of Partnership:

Name of General Partner(s):

☐ CORPORATION

State of Organization: n/a

Date of Organization:

Executive Officers:

- President:
- Vice President(s):
- Treasurer:
- Secretary:

☐ **LIMITED LIABILITY COMPANY**

State of Organization: n/a

Date of Organization:

Members:

☒ **JOINT VENTURE**

Sate of Organization: California

Date of Organization: 04/21/2020

Form of Organization: Joint venture (SBA Approved Mentor-Protege) see attached certificate

Joint Venture Managing Partner

- Name: A&R Corporation
- Address: PO Box 25612, Barrigada, Guam 96921

Joint Venture Managing Partner

- Name: n/a
- Address:

Joint Venture Managing Partner

- Name: n/a
- Address:

7. LICENSING

Jurisdiction: A&R Corporation is Licensed in Guam
A&R Pacific - Garney Federal JV will apply for Guam Contractor's License

Type of License: A&R Corporation A,B,C8

License Number: A&R Corporation CLB 16-1233

Jurisdiction: Garney is licensed in U.S. mainland, see attached License list

Type of License: _____

License Number: _____

8. CERTIFICATIONS

	CERTIFIED BY:
Disadvantage Business Enterprise:	Pending SBA approval
Minority Business Enterprise:	Pending SBA approval
Woman Owned Enterprise:	Pending SBA approval
Small Business Enterprise:	Yes
Other (_____):	_____

9. BONDING INFORMATION

Bonding Company: Arthur J. Gallagher

Address: 595 Market Street, Suite 2100, San Francisco, CA 94105

Bonding Agent: Brian Hammel

Address: 595 Market Street, Suite 2100, San Francisco, CA 94105

Contact Name: Brian Hammel

Phone: (415) 288-1620

Aggregate Bonding Capacity: Individual project limit of $700 million within a $2 billion aggregate program

Available Bonding Capacity as of date of this submittal: $900 Million

10. FINANCIAL INFORMATION

Financial Institution: A&R Corporation
First Hawiian Bank

Address: 562 Harmon Loop Rd, Dededo, Guam 96929

Account Manager: Corazon Concepcion

Phone: (671) 633-1042

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: A&R Corporation Phoebet Ledsama

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2021	EMR	0	A&R Corporation activities were not on-site construction activities resulting in 0 EMR
YEAR	2020	EMR	0	
YEAR	2019	EMR	0	See JV partner's (Garney) EMR (attached)
YEAR	2018	EMR	0	
YEAR	2017	EMR	0	

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2021	TRFR	0	A&R Corporation activities were not on-site construction activities resulting in 0 TRFR
YEAR	2020	TRFR	0	See JV partner's (Garney) TRFRs (attached)
YEAR	2019	TRFR	0	
YEAR	2018	TRFR	0	
YEAR	2017	TRFR	0	

A&R Corporation activities were not on-site construction activities resulting in 0 Man-Hours See JV partner's (Garney) Total Man-hours (attached)

Total number of man-hours worked for the last 5 Years:

YEAR	2021	TOTAL NUMBER OF MAN-HOURS	0
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	0
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	0
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	0
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	0

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0
YEAR	2017	DART	0

A&R Corporation activities were not on-site construction activities resulting in 0 Man-Hours

See JV partner's (Garney) DART rates (attached)

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

A&R Pacific-Garney JV currently doesn't own any equipment in Guam.

10. FINANCIAL INFORMATION

Garney Federal Inc.

Financial Institution: Commerce Bank

Address: 1000 Walnut, 17th Floor

Kansas City, Missouri 64106

Account Manager: Brett Gray, Vice President

Phone: (816) 234-2124

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Dan Smolik

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years. ***Please see OSHA 300 Documentation attached.***

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2020	EMR	0.61
YEAR	2019	EMR	0.55
YEAR	2018	EMR	0.49
YEAR	2017	EMR	0.54
YEAR	2016	EMR	0.60

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2020	TRFR	1.31
YEAR	2019	TRFR	1.92
YEAR	2018	TRFR	1.26
YEAR	2017	TRFR	1.61
YEAR	2016	TRFR	1.25

Total number of man-hours worked for the last 5 Years:

YEAR	2020	TOTAL NUMBER OF MAN-HOURS	3,358,628
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	3,332,814
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	3,019,255
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	2,857,616
YEAR	2016	TOTAL NUMBER OF MAN-HOURS	2,566,955

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2020	DART	0.30
YEAR	2019	DART	0.30
YEAR	2018	DART	0.13
YEAR	2017	DART	0.14
YEAR	2016	DART	0.16

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: A&R Pacific-Garney Federal JV

BY: Shoja Rezvani

TITLE: Managing Partner

DATED: 04/16/2021

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 26th DAY OF APRIL, 2021

NOTARY PUBLIC - STATE OF GUAM, USA

MY COMMISSION EXPIRES: JUNE 12, 2024

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1 of this Qualifications Statement.
5. Evidence of authority for individuals listed in Section 6 of this Qualifications Statement to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1 of this Qualifications Statement.
7. Required safety program submittals listed in Section 12 of this Qualifications Statement.
8. Bidder's Statement of Qualification, limited to four pages in length.
9. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: US Navy Replace Potable Well No. 27	Name: Julie Stenger-Smith Address: Inyokern, CA Telephone: (760) 939-3543	Name: Dave Butler, P.E. Company: Dewberry Telephone: (303) 951-0628	September 2020	Design-Build	In Progress	$4,509,000
Client: US Navy Repair Well 3B and Well 5A	Name: Carlos Garcia Address: Twentynine Palms, CA Telephone: (760) 830-3929	Name: Sean O'Connell (now with Brown and Caldwell) Company: Dewberry Telephone: (703) 849-0100	September 2020	Design-Build	In Progress	$921,595
Client: US Navy Repair Well 12A	Name: Carlos Garcia Address: Twentynine Palms, CA Telephone: (760) 830-3929	Name: Sean O'Connell (now with Brown and Caldwell) Company: Dewberry Telephone: (703) 849-0100	August 2020	Design-Build	In Progress	$677,213
Client: Central Texas Regional Water Supply Corporation Vista Ridge Water Supply Project	Name: Mark Rose Address: San Antonio, TX Telephone: (512) 925-5064	Name: Kim Keefer, P.E. Company: Pape-Dawson Engineers Telephone: (210) 375-9000	November 2016	Design-Build	Completed	$540,000,000
Client: West Villages Improvement District West Villages Southwest Water Treatment Plant	Name: Brad Soule Address: Venice, FL Telephone: (941) 999-4822	Name: Ashley Miele Company: Kimley Horn and Associates, Inc. Telephone: (941) 379-7616	December 2021	CMAR	In Progress	$20,000,000
Client: Frederick Water Services Orchard View Well and Pipelines	Name: Chelsea Miller Address: Winchester, VA Telephone: (540) 868-0291	Name: Matthew Roder Company: Arcadis Telephone: (703) 214-2953	May 2020	Design-Bid-Build	Completed	$4,786,871
Client: Marine Corps Air Station, Cherry Point P-193 Water Treatment Plant Replacement	Name: Kathryn Balonek Address: Cherry Point, NC Telephone: (757) 341-0080	Name: Amber Willis Company: Naval Facilities Engineering Command, Mid-Atlantic Telephone: (252) 466-4745	February 2017	Best Value	In Progress *Water Treatment Plant and Well Complete. Demolition of exisiting of previous water plant ongoing*	$50,383,049

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: City of Mesa, AZ City Well No. 7 and No. 8 Equipping	Name: Curtis Krausman Address: Mesa, AZ Telephone: (480) 644-5448	Name: Michael Johnson Company: Wilson and Company Telephone: (480) 893-8860	November 2018	Design-Bid-Build	Completed	$4,607,463
Client: Fauquier County Water and Sanitation Authority Salem Well EX3 and EX4 Wells	Name: Michael Edelen Address: Marshall, VA Telephone: (540) 349-2092	Name: Ignatius Mutoti Company: Retaw Engineering Telephone: (804) 744-1792	September 2020	Design-Bid-Build	In Progress	$1,927,269
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) ***Projects including wells***

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: US Navy Replace Water Main, Phase 2 at Harvey Field, China Lake NWS	Name: Ronald Austill Address: Inyokern, CA Telephone: (760) 939-3543	Name: Marwan Salhab Company: Pacrim Engineering Telephone: (714) 683-0470	February 2020	Design-Bid-Build	Completed	$917,294
Client: East Cherry Creek Valley Water and Sanitation District Deep Well Injection Pump Station (DI-2)	Name: Michelle Probasco Address: Lochbuie, CO Telephone: (303) 693-3800	Name: Tim Rynders Company: CDM Smith Telephone: (303) 383-2325	January 2017	CM/GC	Completed	$3,952,907
Client: EPCOR Water Sun City Well 8.2B Equipping	Name: Kevin Conway Address: Sun City, AZ Telephone: (623) 587-5204	Name: Phil Noonan Company: Wilson Engineers Telephone: (480) 893-8860	November 2016	Design-Build	Completed	$1,159,843
Client: EPCOR Water NEAF Irrigation Well 1B Equipping	Name: Marc Allen Address: Sun City West, AZ Telephone: (623) 445-2481	Name: Rudolf Ouwens Company: Wilson Engineers Telephone: (480) 893-8860	December 2017	Design-Build	Completed	$863,367
Client: City of Mesa, AZ Val Vista Water Transmission Main Phase 3	Name: Lance Webb Address: Mesa, AZ Telephone: (480) 644-2399	Name: Michael Bonar Company: Entellus, Inc. Telephone: (602) 244-2566	January 2016	CMAR	Completed	$17,656,157
Client: City of Buckeye, AZ Tartesso Well Site No. 3	Name: Erin Gilbert Address: Buckeye, AZ Telephone: (623) 349-6173	Name: Bill Roberts Company: GHD Telephone: (602) 216-7208	August 2016	Design-Bid-Build	Completed	$609,086
Client: The Villages of Lake-Sumter, Inc. VSCA Well No. 3	Name: Trey Arnett, P.E. Address: The Villages, FL Telephone: (352) 753-4747	Name: Robert Ern Company: Booth, Ern, Straughan & Hoitt, Inc. Telephone: (352) 343-8481	April 2016	Best Value	Completed	$455,300

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) ***All Water Projects***

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: City of Thornton, CO Thornton Water Treatment Plant Replacement	Name: Dennis Laurita Address: Thornton, CO Telephone: (303) 538-7649	Name: Jason Schaefer, P.E. Company: Burns and McDonnell Telephone: (303) 474-2265	March 2017	Progressive-Design-Build	Completed	$85,389,462
Client: Southern Nuclear Operating Company, Inc. Plant Vogtle Units 3 & 4 River Water Intake Structure	Name: Tim Shepard Address: Waynesboro, GA Telephone: (706) 455-2206	Name: Matt Bracewell Company: Burns and McDonnell Telephone: (770) 510-4541	February 2018	Design-Build	Completed	$50,449,055
Client: Northern Colorado Water Conservancy District Southern Water Supply Project II	Name: Mike Fiscus Address: Longmont, CO Telephone: (970) 290-1613	Name: Joel Spencer Company: Deweberry Telephone: (303) 951-0621	April 2018	Design-Bid-Build	Completed	$38,073,601
Client: West Villages Improvement District Southwest Water Reclamation Facility	Name: Brad Soule Address: North Port, FL Telephone: (941) 999-4822	Name: Ashley Miele Company: Kimley-Horn and Associates, Inc. Telephone: (941) 379-7616	October 2017	CMAR	Completed	$38,001,196
Client: US Corps of Army Engineers, Tulsa District KC-46A Depot Maintenance Complex Support Infrastructure for Tinker Air Force Base	Name: Daniel de Robles, P.E. Address: Oklahoma City, OK Telephone: US Army Corps of Engineers, Tulsa District	Name: Leonard Buhrow Company: US Army Corps of Engineers, Tulsa District Telephone: (918) 669-7277	July 2016	Best Value	Completed	$36,714,262
Client: Water District No. 1 of Johnson County, Kansas Hansen Water Treatment Plant Ozone Facilities	Name: Hanley Baker Address: Kansas City, KS Telephone: (913) 895-5828	Name: Jim Winger Company: Black & Veatch Telephone: (913) 458-3484	December 2017	Design-Bid-Build	Completed	$36,044,460
Client: East Cherry Creek Valley Water & Sanitation District Northern Water Treatment Plant Phase 2	Name: Michelle Probasco Address: Brighton, CO Telephone: (303) 693-3800	Name: Tim Rynders Company: CDM Smith Telephone: (303) 383-2325	May 2018	CM/GC	Completed	$33,500,988

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) ***All Water Projects***

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: Metro Water Services Cumberland City Low Transmission Water Main	Name: Cryus Toosi Address: Nashville, TN Telephone: (615) 862-4909	Name: J. Dale Mosley Company: Gresham, Smith & Partners Telephone: (615) 351-4937	February 2017	Best Value	Completed	$30,493,097
Client: Town of Castle Rock, CO Plum Creek Water Purification Facility Advanced Treatment Project	Name: Walter Schwarz Address: Castle Rock, CO Telephone: (720) 733-6036	Name: Jason Schaefer Company: Burns and McDonnell Telephone: (303) 474-2265	August 2018	CM/GC	Completed	$30,000,000
Client: Hillsborough County, FL River Oaks Diversion Project	Name: Brad Warholak, P.E. Address: Tampa, FL Telephone: (813) 209-3051	Name: Christopher Kuzler Company: King Engineering, Associates, Inc. (now Adurra) Telephone: (813) 880-8861	March 2017	Design-Build	Completed	$27,472,682
Client: MWH Global (now Stantec) Hillcrest Reservoir Basin Replacement Project - Work Package 03 Tanks	Name: John Kolkman Address: Denver, CO Telephone: (303) 628-6691	Name: Robert Bates Company: Bates Engineering Telephone: (303) 980-8728	August 2016	Design-Bid-Build	Completed	$27,084,947
Client: City of Aurora, CO Wemlinger Water Purification Facility CT Chamber	Name: Elizabeth Carter Address: Aurora, CO Telephone: (720) 859-4338	Name: Vincent Hart Company: Carollo Engineers Telephone: (303) 404-6324	March 2019	Design-Bid-Build	Completed	$24,992,000
Client: Paulding County Water System Richland Creek Water Supply Program Finished Water Transmission Main Phase I	Name: Laurie Ashmore Address: Dallas, GA Telephone: (678) 224-4080	Name: Kelly Comstock Company: Brown and Caldwell, Inc. Telephone: (770) 673-3669	August 2017	Design-Bid-Build	Completed	$24,546,461
Client: Town of Boone, NC USDA Raw Water Project Division 4 Raw Water Transmission Pipeline	Name: Ricky Miller Address: Boone, NC Telephone: (828) 268-6230	Name: Ryan Hagar Company: W.K. Dickson & Co., Inc. Telephone: (828) 327-6911	February 2017	Design-Bid-Build	Completed	$18,353,943

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) ***All Water Projects***

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: Limestone County Waterand Sewer Authority Decatur to Limestone County Water Transmission Line	Name: Matt Wilson Address: Decatur, AL Telephone: (256) 614-2497	Name: Alton Hethcoat Company: Hethcoat & Davis, Inc. Telephone: (615) 577-4300	August 2018	Design-Bid-Build	Completed	$17,751,666
Client: Town of Cary, NC Raw Water Transmission Parallel Pipeline	Name: Betsy Drake Address: Cary, NC Telephone: (919) 481-5093	Name: Matthew Schultz, P.E. Company: HDR Engineering, Inc. Telephone: (704) 338-6855	November 2017	Design-Bid-Build	Completed	$15,398,528
Client: Contra Costa Water District Canal Levee Elimination and Flood Control Segments 3 & 4	Name: James Larot Address: Oakley, CA Telephone: (925) 688-8309	Name: Peter Bellows Company: Brown & Caldwell, Inc. Telephone: (925) 937-9010	August 2017	Design-Bid-Build	Completed	$15,357,247
Client: Winkler Midstream, LLC Winkler Services Water Transmission Infrastructure	Name: Ron Yair Address: Kermit, TX Telephone: (646) 961-3271	Name: Ryan Kennerly Company: Parkhill Telephone: (817) 649-3216	December 2017	Design-Build	Completed	$14,463,6308
Client: Vallejo Sanitation and Flood Control District Mare Island Sewer and Water Main Replacement	Name: Mark Tomko Address: Vallejo, CA Telephone: (707) 652-7801	Name: Alexander Culick Company: GHD Telephone: (707) 523-1010	June 2018	Design-Bid-Build	Completed	$13,956,102
Client: Town of Castle Rock, CO Wise Local Infrastructure	Name: Walter Schwarz Address: Castle Rock, CO Telephone: (720) 733-6036	Name: Mike Lehrburger Company: Burns & McDonnell Telephone: (303) 474-2264	November 2016	Design-Bid-Build	Completed	$13,249,731
Client: Louisville Water Company Eastern Parkway 48-Inch Transmission Main Rehabilitation Phase 1 & 2A	Name: Michael Meyer Address: Louisville, KY Telephone: (502) 569-3600	Name: Kevin Brian Company: HDR Engineering, Inc. Telephone: (502) 909-3241	November 2016	Design-Bid-Build	Completed	$13,060,986

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) ***All Water Projects***

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Client: Paulding County Water System Richland Creek Water Supply Program Phase II - Water Transmission Main and Booster Pump Station	Name: Laurie Ashmore Address: Dallas, GA Telephone: (678) 224-4080	Name: Robert Bartlett Company: Atkins Global Telephone: (770) 933-0280	August 2018	Design-Bid-Build	Completed	$12,685,555
Client: City of Mesa, AZ Central Arizona Project (CAP) Raw Water Pipeline	Name: Michael McBrady Address: Mesa, AZ Telephone: (480) 644-3396	Name: Bill Linck Company: Entellus, Inc. Telephone: (602) 889-4449	October 2016	CMAR	Completed	$11,992,017
Client: Washington Suburban Sanitary Commission John Hanson Highway Water Transmission Main	Name: Jason Flory Address: Bowie, MD Telephone: (301) 206-4308	Name: Bob Hamilton Company: Whitman, Requardt & Associates, LLP Telephone: (410) 235-3450	July 2016	Design-Bid-Build	Completed	$11,606,494
Client: City of High Point, NC Downtown Mixed Use Project	Name: Terry Houk Address: High Point, NC Telephone: (336) 883-3218	Name: Aaron Babson Company: Hazen and Sawyer Telephone: (336) 478-3378	April 2018	CMAR	Completed	$10,924,855
Client: CalAtlantic Homes, now Lennar Faria Ranch Backbone and Village 1	Name: Jon McCaustalnd (no longer with Lennar) Address: San Ramon, CA Telephone: (925) 730-1329	Name: Lee Rosenblatt Company: Carlson, Barbee & Gibson, Inc. Telephone: (925) 866-0322	October 2016	Best Value	Completed	$9,591,403
Client: Washington Suburban Sanitary Commission Clinton Zone 30"-42" Water Transmission Main along Branch Avenue - Phase III	Name: Daniel Hamilton, P.E. Address: Clinton, MD Telephone: (301) 206-7316	Name: Dennis Funk Company: Gannett Fleming, Inc. Telephone: (443) 348-2017	December 2018	Design-Bid-Build	Completed	$8,503,042
Client: Arnett Environmental, LLC Villages of Southern Oaks Water Treatment Plant	Name: Trey Arnett, P.E. Address: Wildwood, FL Telephone: (352 753-4747	Name: Robert Ern Company: Booth, Ern, Straughan & Hiott, Inc. Telephone: (352) 343-8481	March 2018	Design-Build	Completed	$7,764,428

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
N/A			

Name:	Shoja Rezvani, P.E.
Name of Firm, Position Held, Dates of Employment:	A&R Pacific, Vice President, June 2013 to Present Contrack Watts, Inc., General Manager Jan. 2019 to Present (consultant) Contrack Watts, Inc., Operations Manager Aug. 2017 to Dec. 2018 Contrack Watts, Inc., Senior Project Manager Oct. 2010 to Jul. 2017
Previous Firms:	Clark Pacific, Senior Engineer, Jun. 2007 – Sept. 2010 ConFab California Corporation, Chief Engineer, Oct. 2006 – Jun. 2007 Coreslab Structures (ONT) Inc., Project Engineer, Chief Engineer Jun. 2002 – Sep. 2006 ArchiComp Consulting Engineers Inc., Project Engineer, Jan.1996 – May 2001
Educational Background:	2004, Master's Degree, Structural Engineering, Ryerson University, Canada 1995, Bachelor of Science, Civil Engineering, University of Tehran, Iran
Professional Registration:	2021, Guam, Civil Engineering 2021, California, Civil Engineering 2021, Ontario, Canada, Civil Engineering 2001, Iran, Civil Engineering
Training Courses Completed:	NAVFAC/USACE Construction Quality Management for Contractors EM 385 - 40 Hours Primavera P6 Small Business Training Workshop (SSAW), 2015

N62742-17-C-1321, J007 Waterfront Headquarters, Naval Base Guam
Contract Value: $24,792,720
Start/Completion Dates: 09/18/2017 to 12/04/2020
Project Role: General Manager
Type: Design-Bid-Build
This project will provide a support facility for the Marine Expeditionary Force to support the Port Operations Group . The work involves the construction of a 28,000 SF reinforced cast-in-place concrete building, precast concrete pile foundation, reinforced concrete grade beams and pile caps, Termite mesh barrier and radon systems, Building MEP with automation, misc. metals including railings, ladders and fall protection system. All components such as exterior walls, windows, roofing, mechanical and electrical systems appropriate to Guam earthquake, weather and blast ratings. Project includes: open office administrative space, open bay billeting, a multi-purpose/dining area, observation tower, restrooms, material and Material Handling Equipment (MHE) storage area and a covered open area. Site work includes: Removing and relocating an existing security fence, Demolishing concrete slabs, General site grading, underground electrical, telecom, storm water, sewer, water systems with manhole and handhole. work involves reinforced concrete parking area (PCCP) and wharf access road, Generator building, trash/recycle enclosures, Pad mounted switchgear, transformer, and fuel tank, Site lighting, concrete light poles, ATFP fence with sliding vehicle gate and turnstiles for personnel access.

N62742-17-C-1325, P535 Sanitary Sewer System Recapitalization, Naval Base Guam
Contract Value: $41,167,752
Start/Completion Dates: 08/21/2017 to 01/20/2021
Project Role: General Manager
Type: Design-Build
This is a sanitary sewer system recapitalization project at the Naval Base, Guam. Unexploded Ordnance and Munitions of Explosive Concerns (MEC) clearance are required prior to any excavation. Project includes installation of 14,000 LF of Forcemain, 17,000 LF of pipe bursting, 12,600 LF of CIPP, 8,500 LF of Same Alignment Sewer Lines, 28,000 LF of Different Alignment Sewer Lines, new sewer pumps with new pump stations, force mains and generators as needed for the Navy Base, Nimitz Hill, Naval Hospital, SPS-09 at Polaris Point and SPS-23 at Victor Wharf.
Piping installation of new alignment will be Open-Cut with PVC material. Fusible PVC used for Forcemain lines. Following methodologies are being used for piping installation on Same Alignments:
- Pipe Bursting with fusible PVC piping
- CIPP (Cured-in-place pipe) system
- Open Cut

Over 350 Sewer Manholes will be replaced or rehabilitated.

W912BV-16-C-0029 KC-46A Depot Maintenance Complex Support Infrastructure, Tinker Air Force Base, Oklahoma City, Oklahoma
Contract Value: $36,568,801
Start/Completion Dates: 07/22/2016 to 06/14/2019
Project Role: Senior Project Manager
Type: Design-Bid-Build
Project scope encompassed clearing and leveling the 158-acre maintenance complex site and included following scope of work:

- storm drainage, sanitary sewer, industrial waste and natural gas distribution systems
- fire water distribution system, potable water distribution system
- jet fuel piping, distribution, and hydrant system
- compressed air distribution system;
- electrical system

The project also included aircraft parking apron and the new taxiway consisting 32,600 cubic yards of Portland cement concrete (PCC) paving with a 25-foot wide asphalt shoulder.
Scope of work included new civil construction of a perimeter road with a pre-cast concrete arch bridge and mechanically stabilized earth (MSE) walls. Site work for the project included a new 168-vehicle parking lot of asphalt and concrete with concrete curb and gutter and street lighting. A new 7-foot chain -link fence with barbed wire was constructed around the project limits, as well as a moveable airfield security fence.
Collectively, the project required 10,866 tons of hot mix asphalt, 45,000 tons of graded crushed aggregate, and 31,600 cubic yards of PCC paving. The team placed and encased in concrete a total of 15,250 LF of duct bank.

N62742-15-C1303, P240 MWSS Facilities, Andersen Air Force Base, Guam
Contract Value: $19,063,984
Start/Completion Dates: 01/10/16 to 02/05/18
Project Role: Senior Project Manager
Type: Design-Build
The scope of work included two buildings MWSS and Armory, concrete wash rack, HMA and PCC Slab. The approximately 30,000 sf MWSS Building is a precast wall structure with precast double tees and precast roof beams. Topped by concrete roof topping and fluid applied coating. The 6,400 sf Armory building is a Cast-in-Place concrete building. Both buildings are on slab on grade. MWSS Building interior consists of office spaces, maintenance bay, monorail crane and storage area. The Armory Building interior consists of a full height chain link partition for armory storage area, and open spaces for weapons cleaning and classroom. Both buildings equipped with Direct Digital Control to the HVAC system and Anti-Terrorism Force (ATFP) measures. MEC Clearance was required for this project prior to any excavation works on the building footprints and utility lines. Both buildings obtained LEED Silver certification.

N62742-16-C1317, P230 Ground Support Equipment Shop, Andersen Air Force Base, Guam
Subcontract Value: $10,169,687
Start/Completion Dates: 10/01/16 to 01/28/18
Project Role: Senior Project Manager
Type: Design-Build
The work performed included construction of a one story high bay composite facility for equipment maintenance shop, holding shop, aviation armament and aviation life support systems shop. Building utilized precast concrete walls, Double Tees, precast beams and two monorail cranes. This is a LEED Silver project.

N62742-10-D-1309,T.O. 003,P-625 BAMS Forward Operational & Maintenance Hangar, Andersen Air Force Base, Guam
Contract Value: $48,869,947
Start/Completion Dates: 04/10/2014 to 06/12/2018
Project Role: Senior Project Manager
This project required MEC clearance prior to excavation. Work involved the design and construction of a 55,000 SF high bay maintenance hangar and 2 story 24,000 SF office facility to support forward operations and maintenance functions for the Unmanned Aircraft System MQ-4C Broad Area Maritime Surveillance platform at Andersen Air Force Base, Guam. The MQ-4C requires interior and enclosed maintenance space, monorail cranes to accomplish scheduled inspections, airframe repairs, pre- and post-flight operations, as well as technical order

compliance and aircraft modifications.
The facility is designed and constructed to be LEED Silver.

N62742-10-D-1309 T.O. 006 ,P518 X-Ray Wharf Improvements Berth 1, Naval Base, Guam
Contract Value: $48,998,167
Start/Completion Dates: 03/07/14 to 11/17/17
Project Role: Senior Project Manager
Type: Design-Bid-Build and Design-Build
P-518 X-Ray Wharf Improvements included both Design-Bid-Build (Part A) generally the waterfront structure and other in-water work and Design-Build (Part B) generally landside improvements. Scope of Work included installation of new sheet pile with bulkhead wall system and tie-back, mooring dolphin with catwalk and trestle support, cathodic protection, concrete wharf operations deck, dredging, navigation buoys, utilities and storm drain systems, electrical infrastructure (Generator building, pad-mounted transformer, elect and comm ducts), BOWTS plant, Pump Station upgrade and site improvements.

N62742-10-D-1309 T.O. 005,P425 Modular Storage Magazine, Naval Base, Guam
Contract Value: $53,591,687
Start/Completion Dates: 11/06/14 to 10/18/18
Project Role: Senior Project Manager
Type: Design-Bid-Build
This project required MEC clearance and scope of work included construction of 28 precast concrete Modular Storage Magazines. The work also included security fencing, electrical power, security lighting, communication and emergency generator building, clearing and grubbing, grading, PCC paving and site improvements to include access roads, concrete aprons, circulation roadways, drainage, percolation basins, waterlines and incidental related work.

N40192-10-D-2801,T.O.0009 , Repair and Modernization of Romeo Wharf, Naval Base, Guam
Contract Value: $13,313,993
Start/Completion Dates: 10/16/14 to 06/26/17
Project Role: Senior Project Manager
Type: Design-Build
Romeo Wharf scope included all new utility risers, power mounds and telecom cabinets. Work also included mass excavation, embankment, additional fenders/fender piles, sewer lift station and replacement of the existing switchgear in the substation.

N40192-10-D-2801,T.O.0008 , Repair and Modernization of Victor Wharf, Naval Base, Guam
Contract Value: $17,601,976
Start/Completion Dates: 10/04/12 to 06/30/15
Project Role: Senior Project Manager
Type: Design-Build
Victor Wharf is the Navy's longest wharf at 3,600+ feet long in Guam. This project included over excavation and embankment, demolition and replacement of all utilities (power,comm, water, sewer, BOWTS, Compressed Air, and Steam), Cathodic Protection of the sheet pile wall, and approximately 234,000 square feet of 5" thick asphalt.

N40192-10-D-2801,T.O.0007 , Repair and Modernization of Sierra Wharf, Naval Base, Guam
Contract Value: $11,727,896
Start/Completion Dates: 10/4/12 to 09/12/15
Project Role: Senior Project Manager
Type: Design-Build
Scope of work encompassed repairs to waterfront facilities at Sierra Wharf. Project included mass excavation and backfill to control settlement, replacement of utility lines with new riser connections, installation of new ship-to-shore power mound and telecommunication system, testing and repair of mooring hardware, and minor structural repair to the existing bulkhead.

N62742-10-D-1309-JQ01, North Ramp Parking P101A Increment 2 of 2 and P100, North Ramp Utilities Increment 1, Andersen Air Force Base
Contract Value: $22,190,984
Start/Completion Dates: 08/07/13 to 12/15/15

Project Role: Senior Project Manager
Type: Design-Build
This project required MEC clearance prior to excavation. Work involved the design and construction of an aircraft rinse facility with water recycling system, direct fueling stations, and taxiways to connect the facilities to the adjacent apron and Taxiway Delta. The project provided a fully functional aircraft rinse facility, refueling pads, and associated taxiways to support the relocation of United States Marine Corps (USMC) aviation units from Okinawa, Japan to Andersen AFB, Guam. The facilities accommodated both permanently stationed aircraft and transient units. The new aircraft rinse facility provides a clear water rinse for aircraft returning from flights to remove corrosive materials. The wash site consists of a taxi-through rinse pad where the aircraft are automatically rinsed, and a pump room that holds the support equipment for the rinse cycles. The system uses recycled water in combination with fresh water to rinse the aircraft. The system is designed to rinse the MV-22 Osprey and KC-130 aircraft. Rotary wing aircraft can also be rinsed. Skid type rotary wing aircraft can only be rinsed in manual mode. Our team also constructed the concrete rinse pad.

N40192-10-D-2801- KB01, P-637 Dehumidified Supply Storage Warehouse, Polaris Point, Naval Base Guam
Contract Value: $13,349,723
Start/Completion Dates: 04/17/14 - 05/01/16
Project Role: Senior Project Manager
Type: Design-Build
This project involved design and construction of a dehumidified supply storage facility. The warehouse also included support areas for office spaces, rest rooms and utility rooms. The structural system for the facility is a reinforced concrete structure with overhead roll-up doors and man-doors providing access into the warehouse. The work also provided paved driveways around the warehouse, new parking spaces and secure bicycle racks, storm water collection and management system, and mechanical systems to include warehouse dehumidification, administrative area air conditioning, and general ventilation.

N62742-10-D-1309,T.O.0004, P-566 Emergent Repair Facility Expansion, Polaris Point, Naval Base Guam
Contract Value: $27,852,093
Start/Completion Dates: 04/17/14 - 02/17/2017
Project Role: Senior Project Manager
Type: Design-Build
Scope included design and construction of a 57,000 SF, low rise (two-story) addition to the existing emergent repair facility. The project expanded the existing two story reinforced concrete structure with pile foundation, reinforced concrete walls and roof structure, and beam column frame. Built in equipment includes a passenger/freight elevator, an overhead crane and an emergency diesel generator and a radon mitigation system.

N62742-1O-C-1304, Naval Hospital Replacement, Guam Naval Hospital, Agana Heights, Guam
Contract Value: $165,168,399
Start/Completion Dates: 09/16/10 to 02/27/14
Project Role: Senior Project Manager
Type: Design-Bid-Build
This project involved construction of a modern replacement hospital of 281,153 GSF (Phase 1) to meet the medical needs of the present and projected patient population, serving as an essential health care facility for the Pacific Rim. It meets current code and criteria requirements to provide a safe and comfortable environment for the delivery of medical services to DoD beneficiaries. This three-story replacement hospital consists of inpatient medical facilities, ancillary departments, emergency care, specialty care clinics, support spaces, and facilities to provide a variety of medical services for surgery, patient overnight stays, intensive care, and general medical and emergency care. The work included the expansion of the Central Utility Plant (CUP) building, new boiler (2,330 kh steam/hr – 200hp), three (3) emergency generators (System Capacity 4,500 KW), required ancillary equipment, and utility service lines from the CUP to the new hospital building.
Site work included complete demolition of the existing Naval Hospital (Phase 2) and various designated structures including removal of concrete slabs, concrete foundation, and chlordane contaminated soils and other selective site demolition, a new sanitary sewer service, a new underground water system connecting to an existing water reservoir, upgrading of valves and piping at the existing reservoir, a new underground chilled water distribution system, a new above ground fuel oil tank and distribution system, new underground electrical and communication duct banks, new paving, and miscellaneous incidentally related work. The project also involved modifications to existing switching stations, relocation of existing overhead electrical power lines,

underground electrical distribution lines and communication lines. The major quantities included 100,000 cy of mass excavation, 14,000 LF of storm drain, 2,300 LF of sewer lines, 1,000 LF of water lines, 13,000 LF of electrical & communication lines and 1,000 LF of chilled water lines, 600 LF of steam lines, 400,000 SF of 6-inch thick concrete pavement and 16,000 LF of concrete curb and gutter.

N62742-10-D-1309,T.O. 0002, Apra Harbor Wharf Improvements (Uniform & Tango) Phase I, Naval Base Guam

Contract Value: $88,900,000
Start/Completion Dates: 09/30/10 – 01/28/14
Project Role: Senior Project Manager
Type: Design-Build

Work included wharf strengthening, concrete utility trenches, partial replacement of the bilge oily water treatment system (BOWTS), removal of deficient and deteriorated water distribution system, installation of new ship connection risers and fire hydrants, and new foam filled fenders for ship berthing at Uniform and Tango Wharves on Naval Base Guam.

The project included both Design-Bid-Build (Part A) and Design-Build (Part B) work.
Part A work included strengthening Uniform Wharf (42 m x 384.4 m) and a portion of Tango Wharf (25 m x 190 m) by installing new king pile/sheet pile bulkhead wall, anchor wall and tieback system, concrete pile cap, stone column soil improvements, storm bollards, mooring hardware, and new foam filled fenders for ship berthing and the demolition of the small boat mooring facility.

Part B work included the following work for both Uniform and Tango Wharves: concrete utility trenches, partial replacement of BOWTS, removal of deficient and deteriorated water distribution system, installation of new ship connection risers and fire hydrants, concrete paving of the entire wharf deck with storm drain and water quality treatment systems, installation of two new power mounds, infrastructure for telecom system and future power on Tango Wharf, and a cathodic protection system. Part B work also included strengthening Tango Wharf (25 m x 175 m) by installing new king pile/sheet pile bulkhead wall, anchor wall and tie-back system, concrete pile cap, stone column soil improvements, and mooring hardware. For the entire job, 24,600 CY was placed including the PCC and also the bulkhead wall and anchor wall.

N40192-10-D-2801,T.O. 0004, Combined Support Maintenance shop (CSMS) Phase 1, ARNG Barrigada Complex, Guam

Contract Value: $17,775,899
Start/Completion Dates: 09/01/11 to 10/31/13
Project Role: Senior Project Manager
Type: Design-Build

This project was the design and construction of a new CSMS for performing field and sustainment maintenance on wheeled tactical vehicles; such as Humvees, HEMTTs, and Road Graders. The 34,824 SF facility includes three maintenance bays, six storage bays, several private and open office areas, supply and tool storage/dispensing rooms, lubrication storage, classroom, a small library for resource materials, toilets, showers and a break room. Oversized mechanical and electrical rooms provide sufficient area to house any additional equipment needed for a future facility expansion. Additional areas include a communications and electronics shop, janitorial room, small arms repair shop and vault, and an IT room. The maintenance and storage bay space features a 15-ton bridge crane with 17-ft hook clearance, vehicular exhaust fans with motorized reels, welding machine power sources, interior and exterior hose bibs, fixed heavy duty stainless steel workbenches with 120 volt and 208 volt outlets, 18 oversized typhoon-rated overhead doors, and an integrated bulk Petroleum, Oils and Lubricants (POL) storage lubricating system that delivers grease, engine oil, gear oil, transmission fluid and antifreeze from the POL room through piping to six locations with POL reels and dispensers within the shop.

N40192-10-C-1303, Replacement of 30 Family Units, North Tipalao Housing (Phase III), Naval Base Guam

Contract Value: $14,655,000
Start/Completion Dates: 09/10/10 to 12/06/13
Project Role: Senior Project Manager
Type: Design-Build

The new buildings are three bedrooms, two baths duplexes consisting of three different floor plans, ranging from 1,450 SF to 1,640 SF. The new homes were constructed from precast concrete panels and equipped with Energy Star appliances, central air conditioning, corian countertops, and storm shutters. The homes are designed and

constructed to withstand 175 mph winds. Five percent of the total number of units are designed and built to be handicapped accessible. Watts streamlined the construction schedule and reduced project costs while managing resource constraints, and maintaining quality by establishing our own Concrete Precast Operations on Guam, for procurement of precast panels (columns, walls and roof planks).

N40192-10-D-2801,T.O. 0006, Tumon Maui Well Rehabilitation, Guam
Contract Value: $4,430,580
Start/Completion Dates: 2012-2013
Project Role: Senior Project Manager
Type: Design-Build
Scope of work included rehabilitation of Tumon Maui Well, pump station, filters and control system.

N62742-10-D-1309, Design-Build Multiple Award Construction Contract (MACC), Guam
Contract Value: $4,000,000,000
Start/Completion Dates: 2010 to 2015
Project Role: Senior Project Manager
Type: Design-Build
This contract was awarded to 6 entities as an indefinite-delivery/indefinite-quantity design- build award construction for Guam and Pacific region. The maximum dollar value, including the base period and four year option years, for all contracts combined was 4,000,000,000.

N40192-10-D-2801, Small Business Design-Build Multiple Award Construction Contract (SBCC), Guam
Contract Value: $500,000,000
Start/Completion Dates: 2010 to 2015
Project Role: Senior Project Manager
Type: Design-Build
This contract was awarded to 6 entities as an indefinite-delivery/indefinite-quantity design-build award construction. Work included new construction, renovation, modernization and routine repair/maintenance of government shore-based facilities in Guam. The total dollar value for base and option years was $500,000,000.

N62742-09-D-0002 Repair and Modernization of waterfront facilities at Sumay Cove, Naval Base Guam
Contract Value: 18,699,000
Start/Completion Dates: 2011-2013
Project Role: Senior Project Manager
Type: Design-Build
Scope of work included construction of a new Wharf , boat docking facility, renovation of existing 2 story building, installation of new precast concrete piles and asphalt paving.

PHOEBET G. LEDESMA
RESUME FORM

RESUME FORM - KEY PERSONNEL AND QUALIFICATIONS	
1.NAME AND TITLE: PHOEBET G. LEDESMA E-mail: pgledesma2005@yahoo.com Contact No. (671)988-6292	2. ROLE IN THIS CONTRACT: QCM/SSHO
3. NAME OF FIRM WITH WHICH ASSOCIATED (city and state): Tikigaq Construction/Tikigaq Federal Services, LLC	4. YEARS EXPERIENCE AS ROLE IN BLOCK 2: Total: 12 YRS. With current firm: 4 YRS.
5. CURRENT PROFESSIONAL REGISTRATION (state and discipline), IF APPLICABLE: Philippine Society of Mechanical Engineer (Philippines) STSC Certificate, Guam, USA 2012 Occupational Safety and Health Practitioner in Construction 2007 (Philippines) Construction Quality Management for Contractor (CQMC)	
6. EDUCATION (degree and specialization), if applicable: Registered Mechanical Engineer, (Philippines) PRC #15185	
7. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): Member, Philippine Society of Mechanical Engineer Board of Certified Safety Practitioner Construction Quality Management for Contractor (CQCM)	

8. SUMMARY OF RELEVANT EXPERIENCE:		
a.	(1) TITLE AND LOCATION (city and state): Construct Fuel Truck Offload Facility, AAFB, Guam – TFS/APTIM JV	(2) DATES STARTED/COMPLETED: Start: March 2019 Complete: To Present
	(3) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: To provide a redundant capability to transfer fuel using commercial over-the-road tanker trucks with architectural, civil, mechanical, structural, environmental and electrical components. Project Cost - $21,445,996.00 Specific Role – Project SSHO	
	(1) TITLE AND LOCATION (city and state): Electronic Harbor Security	(2) DATES STARTED/COMPLETED: Start: May 2018

b.	System (EHSS) Navy Base, Guam – Tikigaq Construction LLC	Complete: March 2019
	(3) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: To provide facilities and site infrastructure in support of EHSS equipment installations with civil, structural, communication and electrical components. Project Cost – $1,440,528.00 Specific Role – QCM/SSHO	
c.	(1) TITLE AND LOCATION (city and state): Finegayan Utilities and Site Improvements, Phase 1 – NCTS, Guam - Granite/Obayashi JV	(2) DATES STARTED/COMPLETED: Start: November 2017 Complete: May 2018
	(3) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Design and construct utilities and site improvements for a new Marine Corps Base to include water, waste water, electrical, communication, MEC/UXO, demolition and civil works. Project Cost – $164,893,061 Specific Role – Asst. Safety Manager	
d.	(1) TITLE AND LOCATION (city and state): Energy Facility Improvement, 28 Buildings Various Locations- NBG, Naval Magazine, Polaris Point and Radio Barrigada. Tikigaq Construction LLC	(2) DATES STARTED/COMPLETED: Start: November 2016 Complete: November 2017
	(3) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Provide miscellaneous repairs and upgrade existing building systems and to increase efficiency of the 28 bldgs. Project Cost – 2,107,775.38 Specific Role – QC Manager/SSHO	

e.	(1) TITLE AND LOCATION (city and state): Emergent Repair Facility Expansion – Polaris Point, NBG	(2) DATES STARTED/COMPLETED: Start: 2015

	Watts Constructors/Guam MACC Builders JV	Complete: May 2016
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: A reinforced concrete bldg. addition to existing to support the maintenance and repair of home ported submarines as well as transient submarines to Guam. Project Cost – $26,000,000 Specific Role – Project Safety Manager	

e.	(1) TITLE AND LOCATION (city and state): North Ramp Parking Increment 2 & North Ramp Utilities Increment 1, AAFB, Guam Watts Constructors/Guam MACC Builders, JV	(2) DATES STARTED/COMPLETED: Start: 2014 Complete: 2015
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Construction of an aircraft rinse facility and taxiways. Project Cost – $22,000,000 Specific Role – Project Safety Manager	

e.	(1) TITLE AND LOCATION (city and state): Head Quarters Wing Renovation Bldg. 23003, AAFB, Guam Watts Constructors/Bulltrack Watts JV	(2) DATES STARTED/COMPLETED: Start: 2014 Complete: 2014
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Project Cost – $5,000,000 Specific Role – Project Safety Manager	
	(1) TITLE AND LOCATION (city and state): Combine Support	(2) DATES STARTED/COMPLETED:

e.	Maintenance Shop (CSMS) Phase 1 – Guam Army National Guard, Barrigada Complex, Guam Watts Constructors/Bulltrack JV	Start: April 2012 Complete: 2014
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Construction of CSMS buildings including asphalt and concrete roads; site improvements; fencing; office and work areas. Project Cost – $20,000,000 Specific Role – Project Safety Manager	

e.	(1) TITLE AND LOCATION (city and state): Construction of ITN Bldg. and other Miscellaneous Repairs on Various Locations. (AAFB, NCTS & Naval Magazine), Guam Reliable Builders, Inc.	(2) DATES STARTED/COMPLETED: Start: 2009 Complete: 2012
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Construction of ITN bldg. including painting, communication and electrical works. Project Cost – 10,000,000 Specific Role – QC Manager/SSHO	

e.	(1) TITLE AND LOCATION (city and state): Various Works like Civil; Electrical and Painting (Naval Base, Guam) AIC International, Inc.	(2) DATES STARTED/COMPLETED: Start: 2007 Complete: 2009
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Demolished and construction of Breezeway with civil; structural; electrical; painting works and installation of Solar Water Heater with concrete enclosure Project Cost - $8,000,000 Specific Role – QC Manager/SSHO	

e.	(1) TITLE AND LOCATION (city and state): Various Civil Construction Works. Maeda Pacific Corp.	(2) DATES STARTED/COMPLETED: Start: 2006 Complete: 2007
	(2) PROJECT DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE: Construction of Concrete water Tank; Water Well electrical Room; Booster Pump House and its pumps; installation of transformer and its enclosure Project Cost - $10,000,000 Specific Role – QC Manager/ SSHO	

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
Alabama							X
	AL	State of AL	13459	GCI	Contractor License	Heavy & Railroad, Municipal & Utility	8/31/2021
	AL	Madison County	169248	GCI	Occupational Tax License		9/30/2021
Arizona							X
	AZ	State of AZ	ROC074957	GCI	Contractor License	General Commercial, General Engineering - Class A	9/30/2021
	AZ	AZ Dept of Revenue	07330521	GCI	Privilege Tax License		12/31/2021
	AZ	Cave Creek	2751687	GCI	Business License		12/31/2021
	AZ	City of Apache Junction	09-109372	GCI	Business License		3/31/2022
	AZ	City of Avondale	7330521	GCI	Business License		12/31/2021
	AZ	City of Buckeye	001570-09-2016	GCI	Business License		8/31/2021
	AZ	City of El Mirage	EM3899	GCI	Business License		12/31/2021
	AZ	City of Goodyear	18-00007687	GCI	Business License		12/31/2021
	AZ	City of Peoria	20008023	GCI	Business License		12/31/2021
	AZ	City of Surprise	1009371	GCI	Business License		12/31/2021
	AZ	Town of Queen Creek	4704	GCI	Business License		2/28/2022
Arkansas							X
	AR	State of AR	0032110320	GCI	Contractor License	Heavy Contruction, Highway Railroad Airport, Construction, Municipal &Utility Construction	6/30/2021
California							X
	CA	CA Dept of Tax & Fee Administration		GPI	Environmental Fee Return		2/28/2022
	CA	State of CA	926314	GCI	Contractor License	General Engineering - A	12/31/2022
	CA	State of CA	999415	GPI	Contractor License	General Engineering - A	12/31/2022
	CA	City of Antioch	3020036	GPI	Business License		2/28/2022
	CA	State of CA	1000004781	GPI	Public Works Registration	General Engineering - A	6/30/2022
	CA	State of CA	2021-917261	GPI	Annual Permit	Trench & Excavation	1/20/2022
	CA	City of American Canyon	06233	GPI	Business License		12/31/2021
	CA	City of Bakersfield	21 00166285	GPI	Business License		6/30/2021
	CA	City of Brentwood	034892	GPI	Business License	Underground Water Pipeline	12/31/2021
	CA	City of Dublin	BL-109264	GPI	Business License	Construction, Piping, Water	9/30/2021
	CA	City of Daly City	OT-12-15-28755	GPI	Business License		9/30/2021
	CA	City of Fremont	082102	GPI	Business License	Underground Construction	11/30/2021
	CA	City of Hayward	BL300848	GPI	Business License	General Engineer	12/31/2021
	CA	City of Lathrop	41384	GPI	Business License	Water & Wastewater Construction	12/31/2021
	CA	City of Livermore	2003396	GPI	Business License	Underground Construction	12/31/2021
	CA	City of Rocklin	016274	GPI	Business License	Contractor	2/28/2022
	CA	City of San Jose	8312006279	GPI	Business License	Specialty Trade Contractor	4/15/2021
	CA	City of Napa	39486	GPI	Business License		12/31/2021
	CA	City of Oakley	105579	GPI	Business License		6/30/2021
	CA	City of Oakland	00216732	GPI	Business License	Contractor - Water/Sewer/Pipeline/Comm/Power	12/31/2021
	CA	City of Pittsburg	084169	GPI	Business License	General Contractor - Industrial	12/31/2021
	CA	City of Pleasanton	1011163	GPI	Business License	General Contractor/Engineer	12/31/2021

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	CA	City of Salinas	FINBL 19-00677	GPI	Business License		6/30/2021
	CA	City of San Carlos	23402	GPI	Business License		10/31/2021
	CA	City of Fairfield	18000306	GCI	Business License	Contractor - Specialty	12/31/2021
	CA	City of San Ramon	1900018908	GPI	Business License	Underground Wet Utilities	6/15/2021
	CA	City of Santa Cruz	BL-108106	GPI	Business License	General Building Contractors	3/31/2021
	CA	City of Santa Rosa	06521753	GPI	Business License	Construction	12/31/2021
	CA	City of Seaside	9992015263	GPI	Business License	Contractor	6/30/2021
	CA	City of Scotts Valley	6479	GCI	Business License	Contracting - Engineering & General	6/30/2021
	CA	City of South San Francisco	110563	GPI	Business License	General Contractor - A & B	12/31/2021
	CA	City of Sunnyvale	071175	GPI	Business License	Underground Utilities	12/31/2022
	CA	City of Tracy	06012077	GPI	Business License	Contractor - Sub	6/30/2021
	CA	City of Union	BL-271919	GPI	Business License		3/31/2022
	CA	Petaluma	0277174	GPI	Business License	Contractor Out of City	12/31/2021
Colorado							X
	CO	Adams County	GEN20-0796	GCI	Contractor License	Class B	12/1/2021
	CO	Boulder County	CON-15-0008	GCI	Contractor License	Class A	3/31/2024
	CO	City & County of Denver	LIC00246670	GCI	Contractor License	Plumbing - Class A	3/31/2021
	CO	City of Arvada	AEC7658	GCI	Contractor License	MC-A General Utility	6/25/2021
	CO	City of Arvada	AEC7658	GCI	Contractor License	MC-A General Utility	6/25/2021
	CO	City of Aurora	S20007188-0001	GCI	Business License	General Business	6/8/2021
	CO	City of Aurora	2019 1674784 00 SL	GCI	Supervisor License	Commercial Building Contractor	8/31/2022
	CO	City of Aurora	X	GCI	Contractor License	Plumbing	2/28/2021
	CO	City of Aurora	2020 1896982 00 CL	GCI	Contractor License	Right of Way Contractor	12/1/2021
	CO	City of Aurora	2020 1837281	GCI	Supervisor License	Right of Way Contractor	8/31/2023
	CO	City of Boulder	LIC-00991416	GCI	Contractor License	Class A - General Contractor	11/21/2021
	CO	City of Boulder	LIC-00991473	GCI	Contractor License	Right of Way	11/21/2021
	CO	City of Brighton	CL-07697	GCI	Contractor License	Class A	6/15/2021
	CO	City of Brighton	CL-07695	GCI	Contractor License	Plumbing	6/15/2021
	CO	City of Castle Pines	20CCP-GenA-2320	GCI	Contractor License	Class A - General Contractor	12/31/2021
	CO	City of Centennial	CL-32270	GCI	Contractor License	Plumbing	8/15/2021
	CO	City of Colorado Springs	707745 (13404)	GCI	Business License	Excavation	6/29/2021
	CO	City of Commerce City	1653	GCI	Contractor License	Class B - General Construction	12/31/2021
	CO	City of Commerce City	1652	GCI	Contractor License	Plumbing	12/31/2021
	CO	City of Commerce City	5461	GCI	Contractor License	Specialty - Right of Way	12/31/2021
	CO	City of Evans	2603786	GCI	Business License	General Business	12/31/2021
	CO	City of Fort Collins	1900172	GCI	Contractor License	ROW	12/4/2021
	CO	City of Greeley	017518	GCI	Business License	General	7/23/2022
	CO	City of Lakewood	23782	GCI	Contractor License	Class D - Municipal	8/3/2023
	CO	City of Lone Tree	9968	GCI	Business License		No Expiration

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	CO	City of Loveland	4296	GCI	Contractor License	Class A - Contractor	5/7/2021
	CO	City of Pueblo	12441	GCI	Contractor License	Building D Concrete	12/31/2021
	CO	City of Thornton	CLB202100122	GCI	Contractor License	Building Contractor - Class B	3/18/2022
	CO	City of Thornton	PLM202100121	GCI	Contractor License	Plumbing - Class D	3/18/2022
	CO	City of Westminster	90131006	GCI	Contractor License	Public Way Contractor - Class D	12/31/2020
	CO	City of Pueblo	18258	GCI	Sales/Use Tax License		12/31/2021
	CO	City of Westminster	1802027	GCI	Contractor License	Plumbing	12/31/2020
	CO	City of Wheat Ridge	130039	GCI	Contractor License	Plumbing - Class 8	5/18/2021
	CO	City of Wheat Ridge	130039	GCI	Contractor License	Unlimited Construction - Class 1	5/31/2021
	CO	City of Wheat Ridge	000731	GCI	Contractor License	Class A	6/30/2021
	CO	Greenwood Village	OL-19-04206	GCI	Contractor License	Plumbing & Electrical - Class E	2/28/2022
	CO	Douglas County	A02074	GCI	Contractor License	Class A	6/15/2021
	CO	Jefferson County Colorado	997534	GCI	Contractor License	Class A	6/16/2021
	CO	Lake County	2020-18G	GCI	Contractor License	General Contractor	1/1/2022
	CO	Lake County	2020-04P	GCI	Contractor License	Plumbing Contractor	1/1/2022
	CO	Larimer County	CL-0843	GCI	Contractor License	Class B - General Construction	1/27/2022
	CO	Morgan County	CL-243	GCI	Contractor License		10/1/2021
	CO	State of CO	19-U-07847	GCI	Contractor License	Fire Supression Systems Contractor - Underground	12/31/2021
	CO	State of CO	627	GCI	Contractor License	Plumbing	2/28/2023
	CO	State of CO	188241	GCI	Contractor License	Master Plumber	2/28/2023
	CO	Town of Castle Rock	21CCP-GenA-2320	GCI	Contractor License	Class A General Unlimited	12/31/2021
	CO	Town of Castle Rock	19-3054	GCI	Contractor License	Plumbing	2/4/2021
	CO	Town of Erie	GC-002484-2019	GCI	Contractor License	Class A - Commercial	12/31/2021
	CO	City & County of Denver	LIC00246723	GCI	Contractor License	ROW Sewer	4/30/2021
	CO	City of Aurora	2020 1772735 00 CL	GCI	Contractor License	Commercial Building Contractor	4/1/2021
	CO	Pikes Peak Regional Building Department	19151	GCI	Contractor License	Building A-2	3/31/2022
	CO	Town of Lochbuie	17A00354	GCI	Contractor License	Class A	4/13/2021
	CO	Pikes Peak Regional Building Department	19151	GCI	Contractor License	Plumbing License	2/28/2022
Florida							X
	FL	State of FL	CGC1515632	GCI	Contractor License	General Contractor	8/31/2022
	FL	State of FL	CGC1521614	GWS	Contractor License	General Contractor	8/31/2022
	FL	State of FL	CFC1428267	GCI	Contractor License	Plumbing Contractor	8/31/2022
	FL	State of FL	CUC1224263	GCI	Contractor License	Underground Utility & Excavation	8/31/2022
	FL	State of FL	CBC1255831	GCI	Contractor License	Building Contractor	8/31/2022
	FL	State of FL	CGC1528838	Tippin	Contractor License	General Contractor	8/31/2022
	FL	Broward County	180-229453	GCI	Business Tax License	General Contractor	9/30/2021
	FL	Broward County	182-236786	GCI	Business Tax License	Plumbing Contractor	9/30/2021
	FL	City of Kissimmee	BTR-13784	GCI	Business Tax License	General Contractor	9/30/2021
	FL	City of Kissimmee	BTR-13976	GCI	Business Tax License	Subcontracting & Plumbing	9/30/2021
	FL	City of Miami Gardens	CU-009517	GCI	Certificate of Use		9/30/2021
	FL	City of Miami Gardens	BT-015424	GCI	Business Tax License	General Contractor	9/30/2021

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	FL	City of Winter Garden	3871	GCI	Business Tax License	General Contractor	9/30/2021
	FL	City of Winter Garden	7415	GCI	Business Tax License	General Contractor Office	9/30/2021
	FL	Deerfield Beach	20-00032517	GCI	Business Tax License	General Contractor Office	9/30/2021
	FL	Hernando County			Contractor Registration for GC & Plumbing		N/A
	FL	Hillsborough County	CGC1521614	GWS	Contractor License		8/31/2021
	FL	Miami-Dade County	CGC1515632	GCI	Contractor License	Plumbing	9/30/2021
	FL	Miami-Dade County	CBC1255831	GCI	Contractor License	Building	8/31/2021
	FL	Miami-Dade County	CFC1428267	GCI	Contractor License	Plumbing	8/31/2021
	FL	Miami-Dade County	CUC1224263	GCI	Contractor License	Underground Utilities	8/31/2021
	FL	Osceola County	64406	GCI	Business Tax License	General Contractor	9/30/2021
	FL	Orange County	5000-1110907	GCI	Business Tax License	Contractor Office, Underground Utility, General Con	9/30/2021
	FL	Orange County	1801-1110910	GCI	Business Tax License	General Contractor, Plumbing	9/30/2021
	FL	Pinellas County	I-CGC1515632	GCI	Contractor License		9/30/2021
	FL	Polk County	24250	GCI	Contractor License	Building Contractor Certified	8/31/2021
	FL	Polk County	25764	GCI	Contractor License	General Contractor Certified	8/31/2021
	FL	Polk County	24250	GCI	Contractor License	Undergroud Utilities Certified	8/31/2021
Georgia							X
	GA	State of GA	GCCO002378	GCI	Contractor License	General Contractor	6/30/2022
	GA	State of GA	GCQA002392	GCI	Qualifying Party	General Contractor Qualifying Agent	6/30/2022
	GA	State of GA	UC300487	GCI	Contractor License	Utilities	4/30/2023
	GA	State of GA	UM000760	GCI	Qualifying Party	Utility Manager	4/30/2023
	GA	State of GA	UF205081	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA	UF200509	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA	UF204860	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA	UF205093	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA	UF205427	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA	UF205450	GCI	Qualifying Party	Utility Foreman	4/30/2023
	GA	State of GA - Department of Transportation		GCI	Pre-Qualification		6/30/2021
	GA	City of Atlanta	M 20190607-01-05	GCI	Contractor License	Local Bidder Certificate	6/6/2021
	GA	Forsyth County	L201400329	GCI	Business License		12/31/2021
Hawaii							X
	HI	State of HI	CT-34692	GHI	Contractor License	General Engineering - Class AB	9/30/2020
	HI	State of HI	W 16830645-01	GHC	Excise Tax License		N/A
	HI	State of HI	W24682610-01	GHI	Excise Tax License		N/A
Idaho							X
	ID	State of ID	30952	GCI	Contractor License	Public Works Unlimited 1 & 3	7/31/2021
	ID	State of ID	RCE-45317	GCI	Business License	Contractor	8/1/2021
Indiana							X
	IN	State of IN	0168560224	WEC	Registered Retail Merchant		2/28/2022
	IN	State of IN		GCI	Pre-Qualification	Sewer/water lines, sewer maint and rehab, Sewer &	12/31/2021
Kansas							X

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	KS	Johnson County	0463	GCI	Contractor License	General Contractor	12/31/2021
	KS	Johnson County	0463	GCI	Contractor License	Qualified Individual	12/31/2021
	KS	City of Lawrence	BC-22971	GCI	Contractor License	General Contractor - Class A	12/31/2021
	KS	Johnson County	0463	GCI	Contractor License	Permittee	12/31/2021
	KS	City of Topeka	G2CO 2012000000877	GCI	Contractor License	General Contractor Unlimited	12/14/2021
	KS	Johnson County	0463	GCI	Contractor License	Permittee	12/31/2021
	KS	City of Topeka	G2QP 201805242830	GCI	Contractor License	Qualifying Party	12/14/2021
	KS	Johnson County	0463	GCI	Contractor License	Permittee	12/31/2021
	KS	City of Topeka	PLCO 2013000003	GCI	Contractor License	Plumbing	12/14/2021
	KS	City of Topeka	PLMA 20130920281	GCI	Contractor License	Master Plumbing	12/14/2021
	KS	City of Kansas City	OCC-003111-L	GCI	Occupational Tax License	Heavy Construction	12/31/2021
Kentucky							X
	KY	City of Louisville	185552	GHC	Occupational Tax License		10/15/2021
	KY	Lexington-Fayette County	14844	GCI	Contractor License	General Contractor	12/31/2021
	KY	City of Owensboro	1011914	GCI	Occupational Business License		10/15/2021
Louisiana							X
	LA	State of LA	13504	GCI	Contractor License	Business & Law, Municipal & Public Works Construct	1/7/2022
	LA	State of LA	13504	GCI	Contractor License	Heavy Construction, Municipal & Public Works Const	1/7/2022
Maryland							X
	MD	State of MD	03616163	GCI	Out-of-State Contractor		4/30/2021
Mississippi							X
	MS	State of MS	05095-MC	GCI	Contractor License	Boring & Tunneling, Concrete, Grading, Municipal &	7/26/2021
Missouri							X
	MO	City of St. Joseph	BL12-16359	GCI	Business License		6/30/2021
	MO	State of Missouri	08055675-0000	GCI	Sales/Use Tax License		12/31/2021
	MO	City of KCMO	0589802624	GCI	Business License		3/1/2022
Montana							X
	MT	State of MT	158378	GCI	Contractor License	Bid Only	9/2/2021
Nebraska							X
	NE	State of NE	22727	GCI	Contractor License		12/1/2021
Nevada							X
	NV	State of NV	0081812	GCI	Contractor License	General Engineering - Class A	11/30/2022
	NV	State of NV	0081812	GCI	Contractor License	Bid Qualification	6/5/2021
New Mexico							X
	NM	State of NM	0200782011826	GCI	Contractor License	Dept of Public Works	2/3/2023
	NM	State of NM	06971	GCI	Contractor License	Journeyman Electrician	7/31/2021
	NM	State of NM	389726	GCI	Contractor License	General Contractor: EE98, GB98, GF09, MM04	9/30/2022
North Carolina							X
	NC	State of NC	25801	GCI	Contractor License	General Contractor; Building, Water Pur & Sewage D	12/31/2021
	NC	State of NC	25801	GCI	Contractor License	General Contractor; Building, Water Pur & Sewage D	12/31/2021
	NC	State of NC	25801	GCI	Contractor License	Water & Sewer Lines	12/31/2021

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	NC	City of Charlotte/Mecklenburg County	300905		Vendor Registration		N/A
North Dakota							X
	ND	State of ND	20978	GCI	Contractor License	Class A	3/1/2022
Ohio							X
	OH	Columbus	SW00439	GCI	Contractor License	Sewer/Water	3/31/2021
Oklahoma							X
	OK	City of Oklahoma City	PQ-12229	GCI	Business License	Building Contractor	11/13/2024
	OK	City of Oklahoma City	PQ-11435	GCI	Business License	Sanitary Sewer Contractor	11/13/2024
	OK	City of Oklahoma City	PQ-11436	GCI	Business License	Storm Water Contractor	11/13/2024
	OK	City of Oklahoma City	PQ-11437	GCI	Business License	Water Contractor	11/13/2024
	OK	City of Tulsa	663	GCI	Contractor License	Utility Construction - Class D	3/31/2021
	OK	Oklahoma Department of Environmental Quality	95979	GCI	Operator Licnese	Waterworks Operator - Class D	6/30/2021
	OK	Oklahoma Department of Environmental Quality	99512	GCI	Operator Licnese	Waterworks Operator - Class D	6/30/2021
Oregon							X
	OR	State of OR	207279	GCI	Contractor License	Commercial General Contractor - Level 1	7/20/2021
Rhode Island							X
South Carolina							X
	SC	State of SC	CLG 11824	GCI	Contractor License	Water/Sewer Lines and Plants (WLS, WPS, BTS)	10/31/2022
	SC	State of SC	CLG 11824	GCI	Contractor License	Water/Sewer Lines and Plants (WLS, WPS, BTS)	10/31/2022
	SC	State of SC	CLG 11824	GCI	Contractor License	Water/Sewer Lines and Plants (WLS, WPS, BTS)	10/31/2022
	SC	City of Rock Hill	201907929	GCI	Contractor License	Water/Sewer Lines and Plants (WLS, WPS, BTS)	N/A
	SC	City of Rock Hill	201907996	GCI	Erosion Control Permit		N/A
	SC	North Charleston	LIC-1-17-161538	GCI	Business License		12/31/2021
	SC	Town of Mt Pleasant	20083644	GCI	Business License		Per project
	SC	Town of Sullivan's Island	19-4090	GCI	Business License		Length of Project
Tennessee							X
	TN	State of TN	23798	GCI	Contractor License	BC-B, MU-A,B; HRA; HC	5/31/2022
	TN	State of TN	23798	GCI	Contractor License	BC-B,C; MU-A,B; CMC; HRA; HC	5/31/2022
	TN	State of TN	23798	GCI	Contractor License	BC-B; MU-A,B; CMC; HRA; HC	5/31/2022
	TN	State of TN	23798	GCI	Contractor License	CMC; MU-A,B: HRA, HC	5/31/2022
	TN	State of TN	23798	GCI	Contractor License		5/31/2022
	TN	City of Brentwood	2021 61699	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Brownsville	1001380484	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Chattanooga	1000324996	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Clarksville	1000324998	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Cleveland	4153	GCI	Contractor License	Plumbing - Class P1	12/31/2021
	TN	City of Franklin	1000325000	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Hendersonville	1000325016	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Hohenwald	1000324997	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Jackson	1000325003	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Johnson City	0104244284	GCI	Business Tax License	Class 4	4/15/2022

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	TN	City of Oak Ridge	1000324994	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Kingsport	1000325004	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Knoxville	1000325011	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Loudon	1000325002	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Memphis	1000324999	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Mt. Juliet	1001389457	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Morristown	100138628	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Murfreesboro	1000325001	GCI	Business Tax License	Class 4	4/15/2022
	TN	City of Nashville	505003150	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Anderson	1000325008	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Bradley	1000325006	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Davidson	121683	GHC	Business Tax License	Class 4	4/15/2022
	TN	County of Hamblen	1001173079	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Hamilton	1001107379	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Hawkins	1000325010	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Haywood	1000324995	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Knox	1000325009	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Lewis	0003660	GCI	Business Tax License	Class 1	4/15/2022
	TN	County of Loudon	173403044	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Madison	1001240578	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Montgomery	1001257105	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Roane	1000325014	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Rutherford	1001179278	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Sevier	1000324992	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Shelby	1001021393	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Sullivan	1001125186	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Sumner	1000325007	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Washington	1000325013	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Williamson	1001136580	GCI	Business Tax License	Class 4	4/15/2022
	TN	County of Wilson	1001392565	GCI	Business Tax License	Class 4	4/15/2022
Texas							X
	TX	City of Amarillo	ZC0001331	GCI	Contractor License	General Contractor	2/8/2022
Utah							X
	UT	State of UT	239445-5501	GCI	Contractor License	Contractor w/ LRF	11/30/2021
Virginia							X
	VA	State of VA	2705122417	GCI	Contractor License	Class A - CBC, RBC	5/31/2022
	VA	State of VA	2705122417	GCI	Contractor License	Class A - H/H	5/31/2022
	VA	State of VA	2705122418	GCI	Contractor License	Class A - H/H, CBC, RBC	5/31/2022
	VA	City of Harrisonburg	101889	GCI	Business License	General Contractor	12/31/2021
	VA	City of Manassas	1492	GCI	Business License	Contractor	3/1/2022
	VA	City of Virginia Beach	2020-806735	GCI	Business License	Contractor	12/31/2021

STATE & LOCAL LICENSES MASTER LIST

STATE	State Abb	JURISDICTION	LICENSE NO.	ENTITY	LICENSE TYPE	QUALIFICATIONS	EXPIRATION
	VA	FairFax County	2150596	GCI	Business License	Contractor & Contracting	3/1/2022
	VA	Fauquier County	19834	GCI	Business License	Water/Wastewater	6/30/2021
	VA	Prince William County	10711893-2019	GCI	Business License	Reciprocal Contractor	3/1/2021
	VA	Loudoun County	B191650	GCI	Business License	Contractor & Contracting/Developer	3/1/2022
	VA	Henrico County	002-00671281	GCI	Business License	Plumbing	12/31/2021
	VA	County of Frederick	28005	GCI	Business License	Contractor	12/31/2021
Washington							X
	WA	State of WA	CC GARNECI884K5	GCI	Contractor License	General Contractor	5/24/2021
Washington DC							X
	DC	Washington DC	410513000147	GCI	Business License	Class A	12/31/2022
West Virginia							X
	WV	State of WV	WV048483	GCI	Contractor License	General Engineering - Class C	2/28/2022
	WV	State of WV	WV048483	GCI	Contractor License	General Engineering - Class C	2/28/2022
Wisconsin							X
	WI	State of WI	600-1029139861-03	GHC	Business License	Sales & Use Tax	8/31/2022
Wyoming							X
	WY	City of Gillette	1281	GCI	Contractor License	Excavation & Grading	9/8/2021
	WY	City of Gillette	1279	GCI	Contractor License	Nonstructural Concrete	9/8/2021
	WY	City of Gillette	1280	GCI	Contractor License	Water & Sewer Piplelayer	9/8/2021
	WY	City of Cheyenne	CT-20-38881	GCI	Contractor License	Class A QS	9/10/2021
	WY	City of Cheyenne	CT-18-23153	GCI	Supervisor License	Class A	9/10/2021
	KS	Johnson County		GCI	Certified Erosion and Sediment Con	Inspector	10/26/2023

List of Subcontractors:

Marinas Drilling Inc. (MDI) – Licensed Driller

ECC – MEC/UXO

Pineda Surveying

Fence Masters

Suppliers:

CRW Trading Inc.

LICENSE NUMBER

56

GUAM ENVIRONMENTAL PROTECTION AGENCY

1973

TODO Y NIHALA Y TANO MAN UNO
ALL LIVING THINGS OF THE EARTH ARE ONE

UNLIMITED WELL DRILLERS LICENSE

This license is hereby issued to

Herminio Cariño Jr.

Of the company

Marianas Drilling, Inc.

To practice as a duly registered well driller in Guam.

THIS LICENSE SHALL EXPIRE ON December 4, 2022

This license is issued pursuant to the provisions stated in Chapter 46, Title 10 of the Guam Code Annotated, and the Water Resource Development and Operating Regulations. This license is non-transferable and conditioned upon the holder observing the government code of Guam and all rules, regulations and orders of the Guam Environmental Protection Agency. This license is the property of Guam EPA and is valid if there is a currently enforceable performance bond made out to Guam EPA. The license shall be surrendered to the Administrator upon demand when suspended, revoked or invalidated for any reason. No person shall willfully deface, alter, forge, counterfeit or falsify this license. Any such activity shall cause the immediate revocation of this license. This permit must be displayed at the location of operation.

WALTER S. LEON GUERRERO
ADMINISTRATOR

DEC 2 1 2020
Date

17-3304 MARINER AVENUE TIYAN, BARRIGADA, GUAM 96913-1617

STATEMENT OF QUALIFICATIONS

of

MARIANAS DRILLING, INC.

Post Office Box 8170
Tamuning, Guam 96931

Telephone: (671) 646-7710
Facsimile: (671) 646-6600
E-mail: mdi@geoguam.com

Environmental and Water Well Drilling

20 April 2021

INTRODUCTION

MARIANAS DRILLING, INC. was established in 1981 as a Guam corporation. It is located in the central business district in Tamuning, Guam.

At present, MARIANAS DRILLING, INC. has a staff of 14 employees including three senior drillers and one senior geologist who is also project manager and one mechanical engineer who is also the chief mechanic of the company. MARIANAS DRILLING, INC. maintains and operates several drilling equipment from full-size water well drill rigs to portable core drill machine, which add considerably to the company's capability and efficiency.

The following are the primary services that are provided by MARIANAS DRILLING, INC and its affiliate companies, Geo-Engineering & Testing and Geotesting can provide on Guam, the Northern Mariana Islands, Federated States of Micronesia, Republic of Palau, and Republic of the Marshall Islands.

1. Exploratory well drilling and testing – including deep water exploratory well, logging and sampling of ground water, testing of ground water samples (laboratory tests by others), and down hole camera picturing, and deep well pumping tests including step-draw-down and develop optimum ground water yield, and preparation of reports.

2. Ground water well developments – of successful exploratory wells, including pumping tests, installation of deep well stainless screens and solid casing pipes, well screen gravel packing, and cementing of the well holes outside of the steel casing pipes. Installation of well screens and riser pipes. Well head design and installation, above-ground piping, chlorinator, and housing for emergency generator.

3. Environmental monitoring wells – drilling and water sampling, decontamination of drill rig and equipment, ground water sampling and testing (by others), monitoring pipe installation.

4. Geotechnical drilling and sampling – test borings, test pitting, subsurface soil and rock sampling, disturbed and undisturbed subsurface samples, standard blow counts or N-values, ground water depth monitoring.

5. Underground probing for cavities, caverns, unsuitable materials in rocks and soils, and their remedies.

6. Drilled Piers/Shafts – drilling and installation of drilled cast-in-place piers or drilled shafts with a maximum diameter of 18-inches.

7. Micropiling – drilling and installation of micropiles

8. Subcontract drilling services as required.

9. Geological reconnaissance and mapping, geologic publication research, quarry site investigation, rock testing, rock fill quality, and slopes.

MARIANAS DRILLING, INC. is particularly experienced with ground water and geology of Guam and Commonwealth of the Northern Mariana Islands.

DRILLING EQUIPMENT AND ACCESSORIES

Drilling Equipment :

1. Driltek, truck mounted, full size water well drill rig, rotary wash rated for drilling and rock coring up to 2,000 feet deep.

2. Reichdrill truck- mounted rotary wash, full-size drill rig, fully equipped for all types of drilling and coring up to 2,000 feet deep.

3. Geo-Space truck-mounted, rotary wash, drill rig for rotary wash and rotary air drilling and coring up to 150 feet deep

4. Three Mobile B-61, truck-mounted, hollow-stem auger drill rig capable of drilling, sampling and coring up to 200 feet deep

5. Trailer- mounted drill rig, rotary wash drilling, sampling, rock coring, and auger drilling, sampling and rock coring up to 100 feet deep.

6. Portable auger drill for shallow depths with auger diameter up to 8 inches.

Rock Cores : 2.0 inch diameter, 5 feet long with carbide or diamond drill bit for recoverable rock core samples. Also 4.0 inch inside diameter, 5-feet long rock core barrels.

Samplers : Sprague & Henwood 3-inch outside diameter and 2.43 inches inside diameter, tubes (6 or 12 inches long). D & M sampler of same sizes, standard split spoon sampler, and Shelby tube sampler.

Sampler Size : Regular 2.43 inch inside diameter, 6 to 12 inches high. Also 36 inch long, 2.8 inch inside diameter Shelby tubes, and also available.

Other Equipment : Flat deck truck with mounted water tanks, 185 cfm air compressor, welding machine, generators

flat deck hoist truck, backhoes, dump truck, skidsteer and forklift.

UKRIT SIRIPRUSANAN, P.E.

Geotechnical Consultant

Has 48 years of experience in all phases of works relative to geotechnical engineering, engineering geology, construction material testing, drilling, groundwater exploration and development, and water well maintenance.

Work Experience:

1981 - Present	MARIANAS DRILLING, INC. Founder and President
1975 - Present	GEO-ENGINEERING & TESTING, INC., Guam GEOTESTING, INC., Saipan & Micronesia President and Principal Engineer
1973 - 1975	HARDING-LAWSON ASSOCIATES, Guam Branch Project Manager, Senior Project Manager, Chief Engineer, and Engineer-in-Charge.
1969 - 1972	HARDING-LAWSON ASSOCIATES, San Rafael, California Project Manager, Engineer-in-Charge, Guam.
1968 (Summer)	REMIL CORPORATION, Oakland, California (A drilling and foundation repairs contractor) Field Engineer
1976	PACIFIC DRILLING, INC. Founder and President (sold the firm in late 1976)
Professional Registration:	Registered Professional (Civil) Engineer Guam, California and Northern Mariana Islands
Education:	Bachelor of Science in Civil Engineering University of California, Berkeley
	Master of Science in Geotechnical Engineering University of California, Berkeley
	Architecture and Accounting Studies University of Washington, Seattle, Washington
	Business Certificate Seattle Community College, Seattle, Washington

Research: "Soil Effects on Earthquake Damages During the 1938 Santa Rosa, California Earthquake", Department of Civil Engineering, University of California, Berkeley, 1971.

Mr. Siriprusanan is particularly experienced with the local soil, geological conditions, and foundations, as well as ground water of Guam, Northern Mariana Islands, and other nearby Pacific Islands.

CESAR V. CALZADA

Senior Geologist
and
General Manager

Mr. Calzada has been managing various environmental drilling including landfill projects, ground water exploration and deep water well development projects in Guam and Northern Marianas Islands for the past 33 years.

He has more than 42 years of experience in groundwater exploration and well development, geological research, mapping, reconnaissance and subsurface soil exploration for geological, geotechnical and foundation engineering, environmental and erosion control studies for the various construction developments in Guam, Mariana Island, the Republic of Palau and the Federated States of Micronesia.

Work Experience:

1995 to Present	MARIANAS DRILLING, INC.
	General Manager
1987 to Present	GEO-ENGINEERING & TESTING, INC.
	Senior Geologist
1979 TO 1987	NATIONAL SCIENCE TECHNOLOGY AUTHORITY Manila, Philippines
	Science Research Specialist II
Education :	Bachelor of Science in Geology Adamson University, Manila, Philippines

Mr. Calzada is highly knowledgeable about the geology and ground water of Guam, Northern Mariana Islands, and Micronesia including Palau.

He is also a licensed driller by Guam Environmental Protection Agency with License No 50.

LEON EDWIN

Senior Driller

Mr. Edwin joined Marianas Drilling, Inc., and Geo-Engineering & Testing, Inc. in June 1989. He worked as a driller's aide and at present as drilling operator for deep water well and monitoring well drilling.

Drilling experience included drilling exploratory wells and fully developed production wells in Guam. Drilled and constructed monitoring wells in Guam and Saipan to depths more than 600 feet. His drilling projects included the Build, Operate and Transfer production wells for Earth Tech, Inc. and numerous monitoring wells for the U.S. Navy at Naval Activities and U.S. Air Force at Andersen Air Force Base, Guam

Work Experience:

1989 to Present	Geo-Engineering & Testing, Inc., Guam Marianas Drilling, Inc., Guam Driller
1985 to 1989	Farmer's Home Administration, FSM, Pohnpei Carpenter
Education	Elementary School Graduation and High School Study Pohnpei, FSM
Personal	Born in 1960, Municipality of Kolonia, Pohnpei Married: 1 child Health: Excellent Nationality: FSM, Pohnpeian

Following is a partial list of water well and monitoring well projects performed by Marianas Drilling, Inc.

1	AAFB Replace by Repair Water Well 5-9	Black Construction Corp.
2	AAFB 5 New Water Well Projects	Maeda Pacific Corp.
3	GWA Exploratory Well Drilling of Y-8, Y-23, B-2 and M-23	GWA
4	Exploratory Well Project for US Navy, 11 wells	AECOM
5	Mangilao Golf Course Irrigation Well	WB Flores & Associates
6	Earth Tech Well Projects, 10 New Wells	Earth Tech
7	Exploratory Well Drilling of F-23, F-24 and F-25	GWA
8	Exploratory Well Drilling, 8 Wells	GIAA
9	Exploratory Well Drilling Hilton Hotel	LEC, Inc. Japan
10	NCTS Water Well Projects, 3 New Wells	CoreTech International, Inc.
11	Construct Injection Wells, Global Hawk AAFB	Black Construction Corp.
12	MW Abandonment & Replacement WWTP, NBG	CDM Construction
13	Layon Landfill MW Installation, Inarajan	EA Science & Tech
14	Drilling, Sampling & MW Installation, Inarajan	TG Engineers
15	Drilling & MW Installation Ordot Landfill, Ordot	Earth Tech
16	Drilling & MW Installation Airport Mobil, Tamuning	AGS
17	Piezometer Well Installation, Layon Landfill, Inarajan	TG Engineers
18	PWC Landfill MW Rehabilitation, NBG	RTSG
19	Drilling & MW Installtion SRF, NBG	Shaw E & I
20	CB Landfill MW Installation, Finegayan	OHM/IT
21	DRMO MW Installation, NBG	USACHPPM
22	Drilling & MW Installation Tiyan Landfill, Barrigada	Earth Tech
23	Drilling & MW Installation Tenjo Vista Tank Farm, Piti	Earth Tech

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Jeffrey Carino

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR		EMR	
YEAR		EMR	
YEAR		EMR	
YEAR		EMR	
YEAR		EMR	

EMR not applicable in Guam

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2021	TRFR	0
YEAR	2020	TRFR	0
YEAR	2019	TRFR	0
YEAR	2018	TRFR	0
YEAR	2017	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2021	TOTAL NUMBER OF MAN-HOURS	9180 (as of 3/31/21)
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	21454
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	13577
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	18,118
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	33,557

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0
YEAR	2017	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

Year	Make	Model/Body Style	Plate#	Vehicle Identification No.
2011	Nissan	Frontier K/C 4x4 Pickup	TO799	1NG6AD0CW1BC400219
2004	Toyota	Pre-Runner	7414TFL	5TEGM92N74Z357102
2003	Toyota	Pre-Runner DBL cab	4062TFL	5TEGM92N53Z188860
2012	Toyota	RAV4	TM5277	JTMZF4DV3CD034112
2001	Ford	F150 4x2 XL Pick up	MZ4702	1FTRW07641KC01194
2003	Nissan	Frontier Pick up crewcab	3878FSO	1NGED29X63C453853
2006	Toyota	Tacoma 4x2 Regcab	6377PDE	5TENX22N26Z192908
2004	Nissan	Frontier	TM941	1N6DD26TX4C481475
1992	Ford	F700 Fire Truck	3691CV	1FDNK74P6PVA02456
2000	Freightliner	FL70 2200 Gal Water Truck	127CV	1FUWHJBA5YDH13314
1995	Peterbilt	Dump Truck	304CV	1XPAMA0X0SN367996

"Schedule C"

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Marianas Drilling, Inc.
City Barrigada State GU

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	-0-			NO INJURIES													
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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						(G)	(H)	(I)	(J)	(K)	(L)	(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

(March-2021)

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Marianas Drilling Inc
City Barrigada State Guam

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from welding torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
		—0—	/	NO	INJURIES	☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

March

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory conditions		(6) All other illnesses	

Establishment Information

Your establishment name Marianas Drilling, Inc.

Street 187 Perez Corral Rd.

City Barrigada State GU ZIP 96913

Industry description (e.g., *Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (e.g., *3715*)

1781

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

237110

Employment Information (*If you don't have these figures, see the Worksheet on the back of this page to estimate.*)

Annual average number of employees 17

Total hours worked by all employees last year 9180

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Julie R. Palmario Accountant
Company executive Title

671 646-4600 2/20/21
Phone Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Julie R. Palmaier

Title Accountant

Phone 671, 646-4600 Date 3/22/21

Information about the employee

1) Full name N/A

2) Street

City State ZIP

3) Date of birth ___/___/___

4) Date hired ___/___/___

5) ☐ Male
☐ Female

Information about the physician or other health care professional

6) Name of physician or other health care professional

7) If treatment was given away from the worksite, where was it given?

Facility

Street

City State ZIP

8) Was employee treated in an emergency room?
☐ Yes
☐ No

9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

Information about the case

10) Case number from the *Log* _____ *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness ___/___/___

12) Time employee began work _____ AM / PM

13) Time of event _____ AM / PM ☐ Check if time cannot be determined

14) ***What was the employee doing just before the incident occurred?*** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

15) ***What happened?*** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

16) ***What was the injury or illness?*** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

17) ***What object or substance directly harmed the employee?*** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." ***If this question does not apply to the incident, leave it blank.***

18) ***If the employee died, when did death occur?*** Date of death ___/___/___

ublic reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the llection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, ashington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory conditions		(6) All other illnesses	

Establishment Information

Your establishment name Marianas Drilling Inc

Street 187 Perez Corral Rd.

City Barrigada State GU ZIP 96913

Industry description (e.g., *Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (e.g., *3715*) 1781

OR

North American Industrial Classification (NAICS), if known (e.g., 336212) 237110

Employment Information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 19

Total hours worked by all employees last year 21454

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Julie R. Palmario Accountant
Company executive Title

671 646-4600 3/22/21
Phone Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Julie R. Palmario
Title Accountant
Phone 671.646-4602 Date 3/22/21

Information about the employee

1) Full name N/A
2) Street
City State ZIP
3) Date of birth ___/___/___
4) Date hired ___/___/___
5) ☐ Male ☐ Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
7) If treatment was given away from the worksite, where was it given?
Facility
Street
City State ZIP
8) Was employee treated in an emergency room? ☐ Yes ☐ No
9) Was employee hospitalized overnight as an in-patient? ☐ Yes ☐ No

Information about the case

10) Case number from the *Log* _____ *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness ___/___/___
12) Time employee began work _____ AM / PM
13) Time of event _____ AM / PM ☐ Check if time cannot be determined
14) ***What was the employee doing just before the incident occurred?*** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
15) ***What happened?*** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
16) ***What was the injury or illness?*** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
17) ***What object or substance directly harmed the employee?*** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." ***If this question does not apply to the incident, leave it blank.***
18) ***If the employee died, when did death occur?*** Date of death ___/___/___

ublic reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the Berlin a information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, ashington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Marianas Drilling Inc
City: Barrigada State: Guam

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
		-0-		NO INJURIES													
			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory conditions		(6) All other illnesses	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Marianas Drilling Inc

Street: 187 Perez Corral Rd.

City: Barrigada State: GU ZIP: 96913

Industry description (e.g., *Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (e.g., *3715*): 1781

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

Employment Information (*If you don't have these figures, see the Worksheet on the back of this page to estimate.*)

Annual average number of employees: 17

Total hours worked by all employees last year: 13577

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Julie P. Palmario — Accountant

Company executive — Title

671-646-4600 — 3/22/21

Phone — Date

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Julie R. Fabraio

Title Accountant

Phone 671 646 4600 Date 2/22/21

Information about the employee

1) Full name _____

2) Street N/A

City _____ State _____ ZIP _____

3) Date of birth ____/____/____

4) Date hired ____/____/____

5) ☐ Male
☐ Female

Information about the physician or other health care professional

6) Name of physician or other health care professional _____

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?
☐ Yes
☐ No

9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

Information about the case

10) Case number from the *Log* _____ *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness ____/____/____

12) Time employee began work _____ AM / PM

13) Time of event _____ AM / PM ☐ Check if time cannot be determined

14) ***What was the employee doing just before the incident occurred?*** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

15) ***What happened?*** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

16) ***What was the injury or illness?*** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

17) ***What object or substance directly harmed the employee?*** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." ***If this question does not apply to the incident, leave it blank.***

18) ***If the employee died, when did death occur?*** Date of death ____/____/____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Marianas Drilling Inc
City Dededo State Guam

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
		— 0 —	/	NO INJURIES		☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .

	(M)		
(1) Injuries	0	(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory conditions		(6) All other illnesses	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Marianas Drilling Inc.

Street: 187 Perez Coral Rd.

City: Barrigada State: GU ZIP: 96913

Industry description (e.g., *Manufacture of motor truck trailers*):

Standard Industrial Classification (SIC), if known (e.g., *3715*): 1781

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

Employment Information (*If you don't have these figures, see the Worksheet on the back of this page to estimate.*)

Annual average number of employees: 17

Total hours worked by all employees last year: 18,118

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John R. Pallarci — Accountant

Company executive — Title

671 646-4600 — 3/22/2021

Phone — Date

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Julie R. Polizzi
Title Accountant
Phone 671, 646-4600 Date 3,22,21

Information about the employee

1) Full name _____
2) Street N/A
City _____ State _____ ZIP _____
3) Date of birth ____/____/____
4) Date hired ____/____/____
5) ☐ Male ☐ Female

Information about the physician or other health care professional

6) Name of physician or other health care professional _____
7) If treatment was given away from the workplace, where was it given?
Facility _____
Street _____
City _____ State _____ ZIP _____
8) Was employee treated in an emergency room? ☐ Yes ☐ No
9) Was employee hospitalized overnight as an in-patient? ☐ Yes ☐ No

Information about the case

10) Case number from the *Log* _____ *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness ____/____/____
12) Time employee began work _____ AM / PM
13) Time of event _____ AM / PM ☐ Check if time cannot be determined
14) ***What was the employee doing just before the incident occurred?*** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
15) ***What happened?*** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
16) ***What was the injury or illness?*** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
17) ***What object or substance directly harmed the employee?*** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." ***If this question does not apply to the incident, leave it blank.***
18) ***If the employee died, when did death occur?*** Date of death ____/____/____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Marianas Drilling
City Dededo State Guam

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burn on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illness (6)
1	Janichy Mathew	Helper	9/26	Loading drill rod	was loading drill rod on the side of drill rig when lifting hook came out of the rod causing the drill rod to bounce & hit his face		✓			11 days	0 days	✓					
			/							days	days						
			/							days	days						
			/							days	days						
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			/							days	days						
			/							days	days						
			/							days	days						
Page totals ➤							1			11							

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
11	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	1	(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory conditions		(6) All other illnesses	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Marianas Drilling, Inc.

Street: 187 Perez Coral Road

City: Barrigada State: GU ZIP: 9691

Industry description (e.g., *Manufacture of motor truck trailers*): —

Standard Industrial Classification (SIC), if known (e.g., *3715*): 1781

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 20

Total hours worked by all employees last year: 33557

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Julie R. Pabrario Accountant
Company executive Title

(671) 646-7740 3/19/2018
Phone Date

APPENDIX B

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

TERRITORY OF GUAM)
) s.s.
HAGATNA, GUAM, M.I.)

Shoja Rezvani being first duly sworn, deposes and says:

That he is Managing Partner the (a partner or officer of the firm of, etc.) party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Guam Waterworks Authority or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of
Bidder, if the bidder is an individual;
X Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation

Subscribed and sworn to before me this 23rd day of APRIL, 2021

NOTARY PUBLIC

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

My commission expires JUNE 12, 20 24

APPENDIX H

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective Contractors and their proposed sub-contractors prior to the award of Contract or sub-contracts.

CERTIFICATION OF BIDDER

Bidder's Name: A&R Pacific-Garney Federal JV

Address: PO Box 25612,Barrigada, Guam

Internal Revenue Service Employer Identification No.: 66-0944714

1. Participation in a previous Contract or sub-contract.

   a. Bidder has participated in a previous Contract or sub-contract subject to the Equal Opportunity *clause [X] Yes [ ] No*

   b. Compliance reports were required to be filled in connection with such Contract or sub-contract .....[X] Yes [ ] No

   c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII or the Civil Rights Act of 1964 .....[X] Yes [ ] No

   d. If answer to item c is "NO", please explain in detail on reverse side of this certification.

2. Dollar Amount of Bid: $ 3,250,686.86 SHOJA

3. Anticipated performance period 460 days.

4. Expected total number of employees who will perform the proposed construction:

5. Non-segregated Facilities

a. Notice to Prospective Contractor.

(1) A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a Contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving Contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective sub-contractors for supplies and construction Contracts where the sub-contracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

b. Notice to Prospective sub-contractors of Requirements for Certification of Non-segregated Facilities.

(1) A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving sub-contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective sub-contractors for supplies and construction Contracts, where the sub-contractors exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non-segregated Facilities.

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications in duplicate from proposed sub-contractors prior to the award of sub-contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The Contractor will include the original in his Bid Package.

6. Race of ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

[ ]	African American	[ ] Spanish American	[ ] Oriental
[ ]	Aleut	[ ] American Indian	[ ] Eskimo
[X]	White (other than Spanish American)		
[X]	Pacific Islander		

REMARKS:
Certification: the information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer:

Shoja Rezvani, Managing Partner
(Please Type)

(Signature)

04.25.21
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

APPENDIX I

CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES

(Applicable to Contracts and related sub-contracts $10,000 which are not exempt from the Equal Opportunity Clause.)

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities in any of his establishment, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain such certifications in his files.

NAME AND TITLE OF SIGNER:

Shoja Rezvani, Managing Partner

(Please Type)

(Signature)

04.25.21

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

APPENDIX J

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUALOFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a Contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a Contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any Contract for services until corrective action

---

I Shoja Rezvani being a duly authorized representative acknowledge the
(print name)

directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

A&R Pacific-Garney Federal JV
(Company Name)

Managing Partner
(Title)

(Signature) 4.25.21 (Date)

APPENDIX D

WAGE AND BENEFIT DETERMINATION

Bid No.: IFB-03-ENG-2021 Name of Offeror: A&R Pacific-Garney Federal JV

I, Shoja Rezvani hereby certify **under penalty of perjury as follows:**

(1) That I am a partner of the offeror [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 below and that I will ensure that I and my sub-contractors will comply with said provisions which read as follows:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into Contractual arrangements with a sole proprietorship, a partnership or a corporation ("Contractor") for the provision of a service to the government of Guam, and in such cases where the Contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service Contracted by the government of Guam, then the Contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of Contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a Contract is awarded to a Contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any Contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that Contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits

In addition to the Wage Determination detailed in this Article, any Contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror and its sub-contractors are now, or will be prior to beginning performance and throughout the Contract term, in full compliance with 5 GCA § 5801 and § 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my sub-contractors will be provided a minimum of ten (10) paid holidays per annum.

Signature

04.23.21

Date

UFISINAN I MAGA'HÅGA
OFFICE OF THE GOVERNOR

LOURDES A. LEON GUERRERO
MAGA'HÁGA · GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI · LIEUTENANT GOVERNOR

COMMON CONSTRUCTION PREVAILING WAGE RATES FOR GUAM

Pursuant to 8 CFR 214.2(h)(6)(v)(F)(2), U.S. Citizenship & Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and issued an approval in a letter to the Director of Labor on December 3, 2019.

These rates shall be effective for Temporary Labor Certifications filed on or after December 13, 2019.

OCCUPATION	HOURLY WAGE RATES
Camp Cook	$11.78
Carpenters	$15.48
Cement Masons	$14.92
Electricians	$18.52
HVAC and Refrigeration Mechanics	$18.43
Construction Equipment Mechanics	$18.32
Operating Engineer (Heavy Equipment Operators)	$16.58
Reinforcing Metal Workers	$15.61
Painters	$12.86
Pipefitters	$16.52
Plasterers	$22.89
Plumbers	$16.52
Sheet Metal Workers	$16.73
Structural Steel Workers	$14.90
Welders	$18.49

These prevailing wage rates are effective for all H-2B temporary labor certifications issued by the Governor of Guam. The prevailing wage rate on applications approved prior to implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact David Dell'Isola, Director of Labor at (671) 475-7044 or Greg Massey, ALPCD Administrator at (671) 475-8005.

LOURDES A. LEON GUERRERO
Governor of Guam

DEC 11 2019

RICARDO J. BORDALLO GOVERNOR'S COMPLEX · HAGÅTÑA, GUAM 96910
P.O. BOX 2950 · HAGÅTÑA, GUAM 96910
671.472.8931 · 671.472.8932/6

APPENDIX C

MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM }
}
HAGATNA, GUAM }

I, the undersigned Shoja Rezvani, being first duly sworn, depose and says:

1. That the persons who have held more than ten percent (10%) of the company's share during the past twelve months preceding the submission of the bid are as follows (**if none, so state**):

NAME	ADDRESS	PERCENTAGE OF SHARES HOLD
A&R Corporation	113 Linda Way Tamuning, Guam	51%
Garney Federal Inc	7911 Shaffer Parkway, Littleton,CO	49%

TOTAL NUMBER OF SHARES 100

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this affidavit is submitted are as follows:

NAME	ADDRESS	AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION
A&R Corporation	113 Linda Way Tamuning, Guam	51%
Garney Federal Inc	7911 Shaffer Parkway, Littleton,CO	49%

Further, affiant sayeth naught.

Date: 04.23.21

Signature of individual if bidder is a sole proprietorship; partner, if the bidder is a partnership; officer, if the bidder is a corporation (or other authorized person)

Subscribed and sworn to before me this 23rd day of APRIL, 20 21

Signature of Notary Public in and for the Territory of Guam

My commission expires: JUNE 12, 2024

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

APPENDIX K

SPECIAL INSTRUCTIONS TO BIDDERS – ESTIMATED QUANTITIES

For use only in indefinite quantity Contracts or where there has been an estimated amount included in GWA's bid specifications that is to be used to determine the bid price

Bidders are hereby served notice that the following Directives or information described below must be taken into account when preparing the Bid Proposal. The Bidder shall acknowledge the directives by signingand submitting this section with their Bid Proposal.

Directive #1

The bidder is cautioned to note that while the quantities specified in the Bid Schedule are based upon the best information available to GWA, the quantities for the items listed in the Bid Schedule may or may not be completely accurate. Thus, GWA makes no assurances or warranty to any bidder that the quantities listed are 100% accurate.

I, Shoja Rezvani being an Authorized Representative acknowledge the directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

A&R Pacific-Garney Federal JV
(Company Name)

(Signature)

4.25.21
(Date)

BID FORM

Northern Guam Lens Aquifer (NGLA) Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program (Re-Bid)

GWA Project No. W20-001-OEA
OEA Grant OCON676-16-03

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work 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 ACKNOWLEDGEMENTS

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 Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	04/01/2021
2	04/16/2021

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and conditions at or adjacent to the Site, all drawings of physical conditions relating to existing surface structures, and all downhole videos related to the existing wells to be rehabilitated at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

5.01 NGLA MONITORING SYSTEM EXPANSION PROJECT RE-BID SCHEDULE

A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s) as delineated per scope item. Bid items 1 through 105 include all work set forth under the contract and necessary for the completion of the work. Bid prices shall include all applicable taxes and permit fees (including but not limited to the permits and utility clearances listed in Specification Section 01 35 43 Environmental Controls). All other work not specifically listed in the Bid Form is considered incidental to the work and is an obligation of the Contractor under the bid item which most appropriately covers the work as specified at no additional cost to the Owner.

B. Abbreviations used in the Bid Schedule are defined as follows:

1. LF – linear feet
2. LS – lump sum
3. EA – each
4. F&I – furnish and install

C. Base Bid:

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
1	Overall Project Mobilization/Demobilization, Including Permitting Fees (limited to 10% of total bid amount)	LS	1	$ 319,802.48	$ 319,802.48
2	Well Abandonment – Allowance for any abandoned well (not guaranteed)	LF	750	$ 39.00	$ 29,250.00
3	Owner Requested Standby Time Owner's Allowance (not guaranteed)	HR	28	$ 837.32	$ 23,444.96
Install New Well NORTHWEST FIELD DOW-NWF1					
4	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 36,019.20	$ 36,019.20
5	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole)	$ 1096.24	$ 43,849.60

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
			42 (casing)		
6	Drill and Log 10 ¾-inch Borehole	LF	710	$ 93.96	$ 66,711.60
7	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
8	F&I 6-inch Schedule 80 PVC Blank Casing	LF	453	$ 101.79	$ 46,110.87
9	F&I 6-inch Schedule 80 PVC Well Screen	LF	297	$ 118.64	$ 35,236.08
10	F&I Gravel Pack Filter Materials	LF	321	$ 133.11	$ 42,728.31
11	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
12	F&I 6-inch Casing Grout Seal	LF	424	$ 39.15	$ 16,599.60
13	Well Development	LS	1	$ 15,660.52	$ 15,660.52
14	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$ 82,455.72	$ 82,455.72
15	Site Clean Up/Restoration	LS	1	$ 9,219.61	$ 9,219.61
16	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 20,358.57	$ 20,358.57
17	Video and Geophysical Logging Assistance	LS	1	$ 4,698.16	$ 4,698.16
NORTHWEST FIELD DOW-NWF1 BID PRICE SUBTOTAL $ 422,701.59					
Install New Well ANDERSEN AFB DOW-AAFB1					
18	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 36,019.49	$ 36,019.49
19	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1096.25	$ 43,850.0

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
20	Drill and Log 10 ¾-inch Borehole	LF	711	$ 93.96	$ 66,805.56
21	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
22	F&I 6-inch Schedule 80 PVC Blank Casing	LF	471	$ 101.79	$ 47,943.09
23	F&I 6-inch Schedule 80 PVC Well Screen	LF	280	$ 117.45	$ 32,886.00
24	F&I Gravel Pack Filter Materials	LF	304	$ 133.12	$ 40,468.48
25	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
26	F&I 6-inch Casing Grout Seal	LF	442	$ 39.15	$ 17,304.30
27	Well Development	LS	1	$ 15,660.65	$ 15,660.65
28	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$ 70,566.32	$ 70,566.32
29	Site Cleanup/Restoration	LS	1	$ 5,774.32	$ 5,774.32
30	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 20,358.57	$ 20,358.57
31	Video and Geophysical Logging Assistance	LS	1	$ 4,698.19	$ 4,698.19
ANDERSEN AFB DOW-AAFB1 BID PRICE SUBTOTAL $ 405,388.72					
Install New Well NCS FINEGAYAN DOW-NCSF1					
32	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 34,452.98	$ 34,452.98
33	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1,096.23	$ 43,849.20
34	Drill and Log 10 ¾-inch Borehole	LF	624	$ 93.96	$ 58,631.04

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
35	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
36	F&I 6-inch Schedule 80 PVC Blank Casing	LF	404	$ 101.79	$ 41,123.16
37	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$ 117.45	$ 30,537.00
38	F&I Gravel Pack Filter Materials	LF	284	$ 133.11	$ 37,803.24
39	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
40	F&I 6-inch Casing Grout Seal	LF	375	$ 39.15	$ 14,681.28
41	Well Development	LS	1	$ 15,660.45	$ 15,660.45
42	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$ 70,253.11	$ 70,253.11
43	Site Cleanup/Restoration	LS	1	$ 5,774.32	$ 5,774.32
44	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 15,660.44	$ 15,660.44
45	Video and Geophysical Logging Assistance	LS	1	$ 4,698.13	$ 4,698.13
NCS FINEGAYAN DOW-NCSF1 BID PRICE SUBTOTAL $ 376,178.10					
Install New Well NCS FINEGAYAN DOW-NCSF2					
46	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 32,887.35	$ 32,887.35
47	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1,096.24	$ 43,849.60
48	Drill and Log 10 ¾-inch Borehole	LF	544	$ 93.96	$ 51,114.24
49	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
50	F&I 6-inch Schedule 80 PVC Blank Casing	LF	324	$ 101.79	$ 32,979.96
51	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$ 117.45	$ 30,537.00
52	F&I Gravel Pack Filter Materials	LF	284	$ 133.12	$ 37,806.08
53	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
54	F&I 6-inch Casing Grout Seal	LF	295	$ 39.15	$ 11,549.25
55	Well Development	LS	1	$ 15,660.64	$ 15,660.64
56	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$ 70,472.35	$ 70,472.35
57	Site Cleanup/Restoration	LS	1	$ 4,479.93	$ 4,479.93
58	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 15,660.44	$ 15,660.44
59	Video and Geophysical Logging Assistance	LS	1	$ 4,698.19	$ 4,698.19
NCS FINEGAYAN DOW-NCSF2 BID PRICE SUBTOTAL $ 354,748.78					
Install New Well YIGO DOW-Y1					
60	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 34,452.92	$ 34,452.92
61	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1,096.23	$ 43,849.20
62	Drill and Log 10 ¾-inch Borehole	LF	620	$ 93.96	$ 58,255.20
63	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
64	F&I 6-inch Schedule 80 PVC Blank	LF	400	$ 101.79	$ 40,716.00

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
	Casing				
65	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$ 117.45	$ 30,537.00
66	F&I Gravel Pack Filter Materials	LF	284	$ 133.11	$ 37,803.24
67	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
68	F&I 6-inch Casing Grout Seal	LF	371	$ 39.15	$ 14,524.65
69	Well Development	LS	1	$ 15,660.42	$ 15,660.42
70	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$ 67,415.44	$ 67,415.44
71	Site Cleanup/Restoration	LS	1	$ 4,479.93	$ 4,479.93
72	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 20,358.57	$ 20,358.57
73	Video and Geophysical Logging Assistance	LS	1	$ 4,698.13	$ 4,698.13
YIGO DOW-Y1 BID PRICE SUBTOTAL $ 375,804.45					
Install New Well MARBO DOW-M1					
74	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 32,887.30	$ 32,887.30
75	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1,096.24	$ 43,849.60
76	Drill and Log 10 ¾-inch Borehole	LF	502	$ 93.96	$ 47,167.92
77	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
78	F&I 6-inch Schedule 80 PVC Blank Casing	LF	282	$ 101.79	$ 28,704.78

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
79	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$ 117.45	$ 30,537.00
80	F&I Gravel Pack Filter Materials	LF	284	$ 133.12	$ 37,806.08
81	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
82	F&I 6-inch Casing Grout Seal	LF	253	$ 39.15	$ 9,904.95
83	Well Development	LS	1	$ 15,660.62	$ 15,660.62
84	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$72,577.12	$ 72,577.12
85	Site Cleanup/Restoration	LS	1	$ 4,479.93	$ 4,479.93
86	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$20,358.57	$ 20,358.57
87	Video and Geophysical Logging Assistance	LS	1	$ 4,698.19	$ 4,698.19
MARBO DOW-M1 BID PRICE SUBTOTAL $ 351,685.81					
Install New NCS BARRIGADA DOW-NCSB1					
88	Site Mobilization/Demobilization, Clearing and Grubbing	LS	1	$ 34,452.87	$ 34,452.87
89	F&I 12-inch Surface Casing (includes drilling 18-inch Borehole and F&I surface grout)	LF	40 (borehole) 42 (casing)	$ 1,096.23	$ 43,849.20
90	Drill and Log 10 ¾-inch Borehole	LF	601	$ 93.96	$ 56,469.96
91	Optional Additional Drill and Log 10 ¾-inch Borehole	LF	20	$ 93.96	$ 1,879.20
92	F&I 6-inch Schedule 80 PVC Blank Casing	LF	381	$ 101.79	$ 38,781.99
93	F&I 6-inch Schedule 80 PVC Well Screen	LF	260	$ 117.45	$ 30,537.00

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
94	F&I Gravel Pack Filter Materials	LF	284	$ 133.11	$ 37,803.24
95	F&I Bentonite Pellet Seal	LF	5	$ 234.91	$ 1,174.55
96	F&I 6-inch Casing Grout Seal	LF	352	$ 39.15	$ 13,780.80
97	Well Development	LS	1	$ 15,660.40	$ 15,660.40
98	Wellhead Completion – all equipment and appurtenances, such as cabinets, fencing, locks	LS	1	$27,960.66	$ 27,960.66
99	Site Cleanup/Restoration	LS	1	$ 3,703.38	$ 3,703.38
100	MEC/UXO Compliance for Downhole Boring per Well	EA	1	$ 20,358.57	$ 20,358.57
101	Video and Geophysical Logging Assistance	LS	1	$ 4,698.12	$ 4,698.12
NCS BARRIGADA DOW-NCSB1 BID PRICE SUBTOTAL $ 331,109.94					
Rehabilitate Existing EX-8 Monitoring Well					
102	Site Mobilization, Site Preparation, and Demobilization	LS	1	$ 22,479.48	$ 22,479.48
103	Rehabilitate Existing Monitoring Well	LS	1	$ 75,482.96	$ 75,482.96
EX-8 BID PRICE SUBTOTAL $ 97,962.44					
Rehabilitate Existing NCS-3A Monitoring Well					
104	Site Mobilization, Site Preparation, and Demobilization	LS	1	$ 55,477.32	$ 55,477.32
105	Rehabilitate Existing Monitoring Well	LS	1	$ 107,131.97	$ 107,131.97

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
NCS-3A BID PRICE SUBTOTAL $ 162,609.29					

Base Bid Price Total $ 3,250,686.56

[Total price in words]

Three Million Two Hundred and Fifty Thousand Six Hundred and Eighty Six and Fifty Six Cents

Alternate A [Deduct] Rehabilitate Existing EX-8 Monitoring Well

Alternative A Bid Price = Base Bid Less Deduct A $ 3,152,724.12

[Total price in words]

Three Million One Hundred Fifty Two Thousand Seven Hundred and Twenty Four and Twelve Cents

Alternate B [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells

Alternative B Bid Price = Base Bid Less Deduct B $ 2,990,114.83

[Total price in words]

Two Million Nine Hundred Ninety Thousand One Hundred and Fourteen and Eighty Three Cents

Alternate C [Deduct] Rehabilitate Existing EX-8 and NCS-3A Monitoring Wells and Install DOW-NCSB1

Alternative C Bid Price = Base Bid Less Deduct C $ 2,990,114.83

[Total price in words]

Two Million Nine Hundred Ninety Thousand One Hundred and Fourteen and Eighty Three Cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and 2) 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 installed.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in 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 submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a license to do business in the Territory of Guam or a covenant by the bidder to obtain said license prior to award of the contract; SEE COVER LETTER

G. Required Bidder Qualification Statement with supporting data; and

H. Certificates, Affidavits and Forms listed in Section 00900 as required by Laws and Regulations.

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.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature]

[Printed name] Shoja Rezvani

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Solmaz Akhterpour

Title: Managing Partner

Submittal Date: 04.26.21

Address for giving notices:

PO Box 25612, Barrigada, Guam 96921

Telephone Number: (671) 685 8105

Fax Number: (619) 333-5923 This is a eFax number

Contact Name and e-mail address: Shoja Rezvani

Shoja.Rezvani@ar-pacific.com

Bidder's License No.:
(where applicable)

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	SR
2.	Bidder Qualification Form	SR
3.	Bid Proposal and Bid Schedule	SR
4.	Non-Collusion Affidavit	SR
5.	Certification of Bidder Regarding Equal Employment Opportunity	SR
6.	Certification Regarding Non-Segregated Facilities	SR
7.	Sex Offender Certification	SR
8.	Wage and Benefit Determination	SR
9.	Major Shareholders Disclosure Affidavit	SR
10.	Special Instructions to Bidders	SR
11.	Proof of Licensure to Perform Work Called For by the Bid	SR
12.	Financial Statements	SR
13.	Proof of Status as Veteran (if applies)	N/A
14.	Forms or Documents Required by Bid or Bid Amendments not referred to above	SR

I, SHOJA REZVANI, a duly authorized representative of A & B PACIFIC-CRAMS JV, do hereby certify, that the forms list above have in fact been submitted with my firm's bid. I acknowledge that, failure to submit any of the above documents will result in my firm being deemed non-responsive and having my firm's bid rejected.

Signed: _____

Date: 04.25.21

APPENDIX F

INSTRUCTIONS

EEO REPORT PR 1391 GUAM

This Report should be submitted to the GWA Engineering Division by each Contractor or Sub-Contractor for the first three (3) months of their work, and for the month of July. Sub-Contractors should report Contract and employment data pertaining to their sub-contract work only.

The manpower figures to be reported under employment data should represent the Project work force on board in whole or in part for the last payroll period preceding the end of the month.

The manpower figures to be reported in Table A should include **all employees of the bidder**, including managers, administrative personnel, journeyman, apprentices, and all on the job employees including journeyman, apprentices and trainees

The manpower figures to be reported in Table B should **only** include all "**on-the-job**" employees (employees who are or will be working on this project).

[X] Contractor
[ ] Sub-Contractor(s)

NAME AND ADDRESS OF FIRM:
A&R Pacific-Garney Federal JV
PO Box 25612,Barrigada,GU,96921

PROJECT:

TYPE OF CONSTRUCTION: A&R Pacific-Garney Federal JV has not started or completed any project in Guam yet.

VILLAGE AND TERRITORY:

PERCENT COMPLETED:

LAST AMOUNT:

BEGAN CONSTRUCTION:

ESTIMATED PEAK EMPLOYMENT:

MONTH & YEAR:

NUMBER OF EMPLOYEES:

APPENDIX G

EMPLOYMENT DATA

Please indicate whether your employees meet the following: Caucasian, Chamorro, Hawaiian, Filipino, Chinese, Micronesian, Japanese, Korean, Malaysian, Other (specify).

JOB CATEGORIES:	TABLE A All employees of bidder	TABLE B All on-the-job employees
Managers		2 Caucasian
Supervisors		1 Caucasian
Foremen		1 Caucasian
Clerical		
Equip. Operators		1 Chamorro
Mechanics		
Truck Drivers		
Iron Workers		2 Filipino
Carpenters		2 Filipino
Cement Finishers		1 Filipino
Electricians		
Plum.-Pipe Fitters		
Painters		
Laborers, Semi-Skilled		2 Chamorro
Laborers, Un-Skilled		
TOTALS:		12

Summarize new hires for the current month indicating Minorities and Non-Minorities by job categories (Use reverse side if needed)

Prepared By: Shoja Rezvani Date: 04/25/2021

Managing Partner

(Signature and Title of Contractor's Representative)

Approved By: _____ Date: _____

(Signature and Title of GWA Official)

APPENDIX L

AFFIDAVIT RE GRATUITIES OR KICKBACKS

(Prime Bidder)

TERRITORY OF GUAM)
) s.s.
HAGATNA, GUAM)

Shoja Rezvani *(state name of affiant signing below)*, being first duly sworn, deposes, and says that:

1. The name of the offering company or individual is A&R Pacific-Garney Federal JV.
   (state name of company)
   Affiant is Shoja Rezvani *(state one of the following: the offeror, a partner of the offeror, an officer of the offeror)* making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representative, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 §11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have been offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
X Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 23rd day of APRIL, 20 21.

NOTARY PUBLIC

My commission expires JUNE 12, 20 24.

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

APPENDIX M

AFFIDAVIT RE ETHICAL STANDARDS

(Prime Bidder)

TERRITORY OF GUAM)
) s.s.
HAGATNA, GUAM)

Shoja Rezvani *(state name of affiant signing below)*, being first duly sworn, deposes, and says that:

The affiant is a partner of the offeror *(state one of the following: the offeror, a partner of the offeror, an officer of the offeror)* making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors, or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set for in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 §11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual;
X Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 23rd day of APRIL, 2021.

NOTARY PUBLIC

My commission expires JUNE 12, 2024.

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

APPENDIX N

AFFIDAVIT RE CONTINGENT FEES

(Prime Bidder)

TERRITORY OF GUAM)
) s.s.
HAGATNA, GUAM)

Shoja Rezvani *(state name of affiant signing below),* being first duly sworn, deposes, and says that:

1. The name of the offering company or individual is A&R Pacific-Garney Federal JV
(state name of company)

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bon fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
X Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 23rd day of APRIL, 20 21.

NOTARY PUBLIC

My commission expires JUNE 12, 20 24.

JONALYN ASHLEY E. UGABAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 12, 2024
155 E.T. Calvo Memorial Parkway, Tamuning, Guam 96913

U.S. Small Business
Administration

All Small Mentor-Protégé Program | 409 3rd Street, SW | Washington, DC 20416 | www.sba.gov/allsmallmpp

June 11, 2020

Mr. Solmaz Akhtarpour
A & R Corporation
113 Linda Way
Tamuning, GU 96931

Dear Mr. Akhtarpour,

Congratulations! Your Mentor-Protégé application under the All Small Mentor-Protégé Program (ASMPP) between A & R Corporation, (Protégé) and Garney Federal, Inc. (Mentor) is approved. The Mentor-Protégé Agreement (MPA) is approved, as you are small for your secondary NAICS Code of 237110. The Mentor's DUNS Number is: **079845635**. The Agreement will be effective for six (6) years from the date of this letter, unless terminated by the Mentor, Protégé or SBA.

The goals and objectives of your new ASMPP agreement are as follows:

- Management and Technical Assistance, Financial Assistance, Contracting Assistance, Business Development Assistance and General and/or Administrative Assistance.

The purpose of the ASMPP is to enhance the development of the protégé and encourage approved mentors to provide various forms of assistance to eligible ASMPP participants to ensure contracting opportunity, experience and overall financial viability.

The MPA will be monitored and reviewed annually by the SBA. You will hear from us within 30 days of your annual report being due to our office. An outline for the report will be provided to you at that time. Additionally, SBA must approve all changes to the Agreement in advance, and any changes must be made in writing. SBA may terminate the mentor-protégé relationship at any time if the protégé is not benefitting from the relationship, changes are made without SBA's approval, if the parties are not complying with the MPA program requirements or if the proteges fails to submit the annual evaluation.

Please note that a compliant joint venture between a protégé small business and a mentor authorized by 13 CFR §125.9, receives an exclusion from affiliation on government prime contracts and subcontracts. Please also ensure that the joint venture is registered in the System for Award Management (SAM).

Prior to the performance of any contract set aside or reserved for small business by a joint venture between a protégé small business and a mentor authorized by 13 CFR §125.9, the small business partner to the joint venture must submit a written certification to the contracting officer and SBA, signed by an authorized official of each partner to the joint venture, stating as follows:

(1) The parties have entered into a joint venture agreement that fully complies with paragraph (b) of 13 CFR §125.8; and

(2) The parties will perform the contract in compliance with the joint venture agreement and with the performance of work requirements set forth in paragraph (c) of 13 CFR §125.8.

Please see the attached sample Joint Venture Certification of Compliance information form 13 CFR §§125.8 and 125.9. This is the minimum information that must be submitted. When you need to provide the Certification of Compliance to SBA, you may email to asmppjvreporting@sba.gov.

ASMPP regulations at 13 CFR §125.8 require that a joint venture agreement must state "that the joint venture submit to SBA quarterly financial statements and project-end profit and loss statements". Those joint venture quarterly financial statements and project-end profit and loss statements should be submitted to SBA through email to asmppjvreporting@sba.gov. You must also provide a project-end performance of work report, which also should be submitted to asmppjvreporting@sba.gov. These joint venture reports are to be provided to SBA in order to ensure that the joint venture is in compliance with SBA regulations.

We encourage you to take advantage of the multiple resources and expertise available to assist you in all areas of your business operations. These resources include local SBA Resource Partners, SBA District Offices, Small Business Development Centers (SBDC), and Procurement Technical Assistance Centers (PTAC). To locate the resources closest to you, please go to https://www.sba.gov/tools/local-assistance.

Please follow our web page on SBA.gov for any new information about the program. Reach out to us through our mailbox at allsmallmpp@sba.gov if you have questions. We are excited about the opportunities for growth that this new partnership will bring to your business; and welcome you as an All Small Mentor-Protégé Program participant.

Wishing you much success!

Sincerely,

Kanika Perkins/for
Stanley Jones, Jr.
Acting Director
All Small Mentor-Protégé Program
Office of Government Contracting and Business Development

cc: District Director

JOINT VENTURE AGREEMENT
A&R Corporation
&
Garney Federal Inc.

1. INTRODUCTION

This Joint Venture Agreement ("Agreement") is made and entered into this 21 day of April, 2020, by and between **A&R Corporation** of Guam (hereafter referred to as "**A&R Pacific**"), which is a total small business, HUBZone , and woman-owned small business ("WOSB") entity, and **Garney Federal, Inc.** of Kansas City, MO (hereafter referred to as "**Garney Federal**"). Garney Federal, as mentor, and A&R Pacific , as protégé, are parties to an All Small Mentor-Protégé Program ("ASMPP") mentor-protégé agreement, which has been approved by the U.S. Small Business Administration ("SBA"). A&R Pacific and Garney Federal may be collectively referred to as the "Parties", "Participants", "Members" or "Partners"; or singularly "Party", "Participant", "Member" or "Partner".

In consideration of the mutual promises and agreements herein set forth, the Parties do agree and constitute themselves as Joint Venturers for the proposal, negotiation and performance of U.S. Federal Government ("Government") small business, WOSB and HUBZone set-aside contract or contracts (each hereafter referred to as "the Contract"), which the Parties hope will be awarded to their Joint Venture, pursuant to the following terms, conditions, and provisions:

2. PURPOSE

The purpose of this Joint Venture is to propose, negotiate, and perform Contracts for various federal government agencies in Guam and the western United States in the heavy/civil, water, and wastewater areas of construction. For each Contract, the Parties elect to pursue, the Parties shall execute "Exhibit A" to this Joint Venture Agreement prior to the submission of the Joint Venture's proposal. Exhibit A shall identify the Government customer, solicitation number, North American Industry Classification ("NAICS") code, and other project-specific details governing the Joint Venture's pursuit and performance of that Contract.

Moreover, for each and every Contract pursued and awarded, A&R Pacific will benefit and otherwise develop its business through the performance of such Contract(s). A&R Pacific will be responsible for proposal development, day-to-day contract oversight, contract management, subcontractor management, contract budgeting, self-perform contract work, and similar substantive contract administration responsibilities. These responsibilities amount to far more than administrative or ministerial functions as they allow A&R Pacific to gain substantial, meaningful experience.

Garney Federal will provide assistance and support in proposal development, contract management, self-perform contract work, financial assistance, subject matter expertise, and administrative support, for which A&R Pacific is presently lacking due to limited capacity in back office support, performance experience, and economic resources. Having such responsibilities and support will allow A&R Pacific to gain significant practical contract performance knowledge and skills while benefiting from the ongoing mentorship from Garney Federal. As such, A&R Pacific will gain meaningful experience from performance of the Contract(s), and the performance of the Contract(s) will thereby assist in its business development.

3. JOINT VENTURERS

The Parties of this Joint Venture Agreement hereby associate themselves as Joint Venture Partners for the purpose of this Joint Venture, as set forth above.

4. JOINT VENTURE NAME, FORMATION, AND LOCATION

A&R Pacific and Garney Federal agree to form the Joint Venture under the laws of California. The name of the Joint Venture will be **A&R Pacific-Garney Federal JV** The respective interests of the Parties in and to the Joint Venture are as follows:

A&R Pacific	51%
Garney Federal	49%

In no event shall A&R Pacific's ownership interest be less than 51%.

A Participant may not sell, assign, transfer, hypothecate, encumber, or otherwise dispose of its Joint Venture interest, directly or indirectly, or by operation of law without (1) first offering its Joint Venture interest to the other Participant in writing for a period of sixty (60) days on the same terms and conditions as the proposed disposition and (2) the consent and approval of the other Participant. This Section, however, shall not limit in any way the right of either Participant to subcontract with third parties a portion of work of the Joint Venture. In no event may either Participant transfer all or any part of its interest if the effect of such transfer would be to terminate the Joint Venture for purposes of Small Business Administration regulations or Joint Venture or Federal Income Tax law.
The principal office of the Joint Venture shall be maintained at:

Physical Address:
A&R Pacific
113 Linda Way
Tamuning, Guam 96931

Mailing Address:
A&R Pacific
PO Box 25612
Barrigada, Guam 96921

The Joint Venture shall commence as of the date first above written and shall continue until terminated by agreement of the Members or by operation of law. The Joint Venture is a limited purpose entity and shall not be awarded more contracts than permitted under the SBA's "three-in-two" rule, 13 C.F.R. 121.103(h).

5. MANAGING VENTURER

A&R Pacific, as the total small business, HUBZone, and WOSB Participant is designated the Managing Venturer of the Joint Venture and shall be responsible for the overall management and control of the business and affairs of the Joint Venture. It is the duty of the Managing Venturer to carry on the day-to-day business of the Joint Venture. The Managing Venturer shall carry out such duty through such of its officers, employees, or agents as it may designate from time to time. The Managing Venturer shall be compensated by a monthly Management fee for general overhead, accounting, and tax functions in the amount of 1/2 percent of the contract revenue, to be billed on a proportionate monthly value during the life of the contract, if the JV is awarded a contract, and the Management fee has been incorporated into the direct costs of the estimate. This compensation shall become a line item of the project budget and will be billed to the Joint Venture by the Managing Venturer each month, starting with the month following the month the contract is awarded.

(a) Specific duties of the Managing Venturer shall include the following:

1. Arrange the staffing, and equipping of the Joint Venture for, and directing the performance of, the Contract awarded to the Joint Venture;

2. Protect, preserve, insure, and maintain the property and assets of the Joint Venture.

3. As approved by the Joint Venture Management Committee, whose approval shall not be unreasonably withheld, lease or purchase such property, rights, equipment, materials, all proposed significant leases or purchases of the Joint Venture properties and assets for the Joint Venture as may be necessary to carry out the purposes of the Joint Venture in the ordinary course of business, and arranging such purchases; provided, however, that nothing shall prohibit the Joint Venture from leasing or purchasing from any Participant or any affiliate of any Participant in an arms-length transaction as approved by the Joint Venture Management Committee;

4. Keep all books of account and other records of the Joint Venture in accordance with the terms of this Joint Venture Agreement and in accordance with Generally Accepted Accounting Principles, and in accordance with SBA requirements.

5. Prepare and deliver to each Participant and the Joint Venture Management Committee (as hereinafter defined) monthly reports of the state of the business and affairs of the Joint Venture;

6. Keep the Joint Venture Management Committee timely and sufficiently informed of the Contract(s) and Task Orders to be bid or negotiated;

7. As approved by the Joint Venture Management Committee, whose approval shall not be unreasonably withheld, pay-out of Joint Venture funds all debts and obligations of the Joint Venture incurred in the ordinary course of business or incurred with the authority of the Joint Venture;

8. Maintain all funds of the Joint Venture in a separate bank account in the name of the Joint Venture. The bank where the account is held will be selected by the Joint Venture Management Committee;

9. Pay all taxes, assessments, rents, or other impositions applicable to property or assets of the Joint Venture;

10. For Contracts and/or Task Orders selected and approved by the Joint Venture Management Committee, supervise the preparation and submission of bids and proposals for specific projects related to the purpose of the Joint Venture, and execute the Contracts and/or Task Orders;

11. Obtain and maintain for the Joint Venture and the Participants, at the Joint Venture's expense, such insurance and bonds as may be necessary or appropriate for the work being performed by the Joint Venture;

12. Represent the Joint Venture in all meetings with the customer; provided, that Garney Federal shall be provided notice and shall have the right to attend and participate in all such meetings as it deems appropriate;

13. Perform all other normal day-to-day business functions of the Joint Venture.

14. The Managing Venturer, alone, is authorized to negotiate Contract changes under $50,000.

6. JOINT VENTURE MANAGEMENT COMMITTEE

(a) The Joint Venture shall have a Joint Venture Management Committee (the "Committee") which shall be composed of four (4) individuals: two (2) individuals appointed by, and serving at the pleasure of, A&R Pacific and two (2) individual appointed by, and serving at the pleasure of, Garney Federal. Each of the Participants additionally may appoint at least one (1) alternate so that the Joint Venture Management Committee may function at all times. The Committee shall be responsible for the formulation of policy objectives of the Joint Venture; authorize the bid for, or negotiation of, any contracts; review estimates and approve mark-ups or fees for each contract, and review and approve the Managing Venturer's reports of the operation of the Joint Venture as submitted on a monthly basis.

The initial members of the Committee for each Participant are:

A&R Pacific:

1. Solmaz Akhtarpour
2. Shoja Rezvani

Garney Federal:

1. Jay McQuillen, Jr.
2. Matt Foster
3. Fred Thornhill (Alternate)

(b) The Committee shall initially, in its first two years, have four (4) regular meetings each calendar year upon five (5) days call and prior written notice by either participant stating the time and place of the meeting. Special meetings of the Committee may be called by any Participant or any member of the Committee at any time with five (5) days prior written notice to each member of the Committee stating the time, place and purpose of the meeting, unless such notice is waived either in writing or by attendance of each member. A meeting may be conducted by telecommunications. Two (2) members of the Management Committee shall constitute a quorum for the transaction of business, provided that the Parties shall make good faith and reasonable efforts to ensure that at least one (1) member from each Party is present at all meetings of the Committee. However, if two Garney Federal members are present, a quorum shall only exist if two A&R Pacific members are also present. If all the Participant's members attend a meeting, including the Participant's alternate, the Participant's alternate shall not have voting rights. Additional representatives of each Participant may attend Committee meetings but only the official Committee members will have voting rights. All decisions that are the subject of Committee approval in this Agreement, shall be decided by majority vote. The Members shall make good faith and reasonable efforts to arrive at a unanimous decision, but unanimity is not required. In the event of a tie vote at any Committee meeting, A&R Pacific , as the Managing Venturer, shall have the authority to make a final, binding determination on behalf of the Committee and the Joint Venture and the minority partner may seek recourse pursuant to Section 26.

(c) The following decisions affecting the Joint Venture must be approved pursuant to subsection (b) above:

1. Assign the property of the Joint Venture for the benefit of creditors, or on the assignee's promise to pay the debts of the Joint Venture;

2. Dispose of the good will of the business;

3. Sell, contract to sell, assign, lease, transfer, terminate or otherwise dispose of the property of the Joint Venture, including contracts of the Joint Venture, other than in the ordinary course of

business;

4. Do any act which would make it impossible to carry on the business of the Joint Venture in the ordinary course;

5. Confess a judgment, settle litigation or pending claims, defend claims or lawsuits, or prosecute any lawsuit against a third party arising out of the performance of any contract of the Joint Venture where the exposure of the Joint Venture is greater than $50,000.00.

6. Submit a Joint Venture claim or liability to the project owner or to arbitration;

7. Expand the business of the Joint Venture beyond the purpose set forth in Section 2 hereof;

8. Make distributions of cash or property to the Participants; and

9. Authorize the negotiation or bid for all work to be performed by the Joint Venture under this agreement.

10. Duties, responsibilities and authority of Project or Program Managers.

11. Subcontracts or Material Purchases greater than $150,000 for any specific entity contracted to any task order or contract.

12. Borrow money in the name of or on behalf of the Joint Venture, except for borrowing as provided in Section 11 of this Agreement.

13. Require additional capital contributions to the Joint Venture pursuant to Section 11 hereof; and

14. the sale, exchange or other transfer of all or substantially all the assets of the Joint Venture and selecting the assets for distribution, sale or other disposition on dissolution of the Joint Venture.

15. As noted in 5 (a) (10), approve all contracts or Task Orders, to be negotiated, proposed and/or bid.

16. Bargaining and signature to any collective bargaining agreements.

17. Selection of firm performing the audit for the Joint Venture's financial and accounting records.

18. Obtain and maintain for the Joint Venture and the Participants, at the Joint Venture's expense, such insurance and bonds as may be necessary or appropriate for the work being performed by the Joint Venture.

19. Any other decision which is material in nature.

7. PROJECT MANAGER

This is an unpopulated Joint Venture. The Joint Venture shall designate an employee of the Managing Venturer as the Project Manager (Program Manager) responsible for performance of each Contract. The Project Manager for each Contract shall be set forth in a completed Exhibit A and approved by the management committee.

Specific duties, responsibilities and authority of the Project Manager will be designated by a Letter of Authority, agreed by the Management Committee, as noted in Section 6 (c) (10).

8. SEPARATE LEGAL ENTITY

This section is reserved.

9. PROFIT AND LOSS DISTRIBUTION

Each Participant shall receive profits from the Joint Venture commensurate with the work performed by the Participant. The Joint Venture shall make such distributions of cash or property to the Participants as the Joint Venture Management Committee shall from time to time direct in the same proportion as the Participant's interests as defined in Section 4. Losses, if any, shall be allocated by and among the Participants in the same manner as profits with each Participant being responsible and liable for its percentage of any Loss.

10. SPECIAL BANK ACCOUNT

(a) At the onset of Contract performance, a special bank account in the name of the Joint Venture entity will be established at a bank located in Guam.

(b) This account must require the signature of all Parties to the Joint Venture or designees for withdrawal purposes.

(c) All payments due the Joint Venture for performance on the Contract will be deposited in the special account; and all expenses incurred under the Contract will be paid from the account as well.

11. CAPITAL CONTRIBUTIONS

(a) In order to establish the Joint Venture and the bank account, the initial capital contributions of the Joint Venture shall be as follows:

A&R Pacific	$5,100
Garney Federal	$4,900

(b) As soon as practicable after the date of this Agreement, upon award of Contracts, the Management Committee shall determine the amount and timing of the additional capital contributions to be made by the Parties to the Joint Venture in order to perform the Contract, subject to Participant approval pursuant to Section 6(c) (13), and the Participants shall thereafter contribute such funds to the Joint Venture. The Participants shall contribute such additional capital as may be approved by the Participants pursuant to Section 6(c) (13) from time to time thereafter, with such additional capital contributions made by the Participants in accordance with the Participant's interests (as defined in Section 4 hereof or as thereafter modified as provided in Section 4. If a Participant does not make such capital contributions within the time period set by the Participants (herein referred to as the "Defaulting Participant"), then such funds may be temporarily loaned by the non-defaulting Participant to the Joint Venture. Any loans hereunder necessary for the purposes of the Joint Venture shall bear interest at a rate plus 3.5%, above the prime rate of interest reported from time to time by the Wall Street Journal (but not exceeding the maximum allowed by law). Such loan, together with accrued interest thereon, shall be repaid prior to any distribution being made to the Participants.

If any Party shall fail or refuse to contribute its share of such working capital as required under Paragraph 11.b.,the Defaulting Participant contribution obligation shall thereafter bear interest to be paid to the Other Participant at the rate per year of 3.5% above the prime rate of interest reported from time to time

by the Wall St. Journal (but not exceeding the maximum allowed by law). Interest will not accrue unless and until payments are over 30 days behind the date of the written request. The interest portion of such late payments shall not be considered working capital contribution. The Other Participant, shall pay the share of the Defaulting Participant in accordance with their respective contribution obligation. The Other Participant paying the share of the Defaulting Participant shall be entitled to recover interest on such excess contributions from the date or dates of payment of the same to the Joint Venture. All working capital, including excess working capital and the accumulated interest thereon, shall be returned to the Participants prior to any division of profits. Any Participant failing or refusing to contribute its full share of such working capital shall not be relieved of its obligation to pay any losses suffered by the Joint Venture in the proportion set out in Paragraph a hereof.

(a) Notwithstanding anything in this Agreement to the contrary, each Participant shall be individually responsible for its proportionate share of any Joint Venture losses that are not covered by or exceed the limits of insurance which may be purchased by the Joint Venture, and to indemnify the Other Participant against loss in excess of that proportionate share amount, regardless of the extent of insurance coverage separately maintained by a Participant. The amount of loss subject to such proportionate allocation of responsibility shall not be the net amount of loss remaining after the application of the insurance coverages separately maintained by the Participants. Neither shall any, or self-insurance retention amounts under such insurance separately maintained by a Participant be subject to such proportionate allocation of responsibility. Any proceeds or loss payments received under insurance separately maintained by a Participant shall be credited solely against the proportionate responsibility of that Participant, regardless that such proceeds or payment may have been made, in whole or in part, on behalf of the Joint Venture.

(b) Any profits or losses realized or suffered by the Joint Venture shall be divided between and be borne by the Participants hereto in accordance with the percentages provided in Paragraph9 above.

12. EXPENSES

All costs for the proposal for each Contract will be the sole responsibility of each Joint Venture Participant and shall not be reimbursed by the Joint Venture. In addition, except as provided in Paragraph 5, the Joint Venture shall not be charged for any overhead or other charges of the main or branch offices of the Parties hereto, for the time which may be expended in connection with the work by any of the Parties or their officers or employees or for any expense incurred prior to issuance of a Contract. Notwithstanding the foregoing, project costs incurred by either Joint Venture Participant which are necessary to fulfill their responsibilities under the Contract but are not covered directly by the Contract will be reimbursed to that Participant by the Joint Venture upon approval of the Management Committee. The term "Project Costs" refers to elements such as labor, equipment, purchased materials, subcontracts, travel, accounting services, and other direct costs required to complete the project awarded to the Joint Venture or meet the obligations or the requirements of agreements made by the Joint Venture related to the Contract.

13. MAJOR EQUIPMENT, FACILITIES AND OTHER RESOURCES

A description of all major equipment, facilities, and other resources (with a detailed schedule of cost or value of each) anticipated to be furnished by A&R Pacific, the Managing Venturer, is included in Exhibit B.

A general description of all major equipment, facilities and other resources anticipated to be furnished by Garney

Federal, the Joint Venture Participant, is included in Exhibit C

14. RESPONSIBILITIES OF THE PARTIES WITH REGARD TO NEGOTIATIONS, SOURCE OF LABOR AND CONTRACT PERFORMANCE

The responsibilities of the Parties with regard to negotiation of the contract, source of labor, and contract performance, including ways that the Parties to the Joint Venture will ensure that the Joint Venture and the Participant to the Joint Venture will meet the performance of work requirements as set forth in SBA regulations are provided in Exhibit A.

The Joint Venture shall not become party to any collective bargaining agreements, without consent as agreed upon in Section 6 (c) (16) above.

15. WITHDRAWAL AND CONTINUED CONTRACT PERFORMANCE

All Parties to the Joint Venture are obligated to ensure performance of the Contract and to complete performance despite the withdrawal of any Member.

16. ACCOUNTING AND ADMINISTRATIVE RECORDS

(a) The accounting and other administrative records relating to the Joint Venture shall be kept in the office of the Managing Venturer, unless approval to keep them elsewhere is granted by the SBA District Director or his/her designee upon written request.

(b) An individual capital account shall be maintained by the Joint Venture as designated in Section 11. The capital interest of each Participant shall consist of such Participant's capital contribution, increased by: (1) such Participant's additional capital contribution, and (2) such Participant's share of Joint Venture profits; and, decreased by: (1) distributions to such Participant; and (2) such Participant's share of Joint Venture losses.

(c) The Joint Venture shall keep its financial accounting records in accordance with Generally Accepted Accounting Principles.

(d) The fiscal year end of the Joint Venture shall be December 31st.

(e) The accounting records of the Joint Venture shall be open to inspection at all reasonable times by either Participant and, after audit as provided in (f) hereof, shall be binding and controlling on all Parties for purposes of determining the profits and losses. If the non-Managing Partner disputes the findings of the accounting records or audit, the non-Managing partner's dispute may be resolved as per Section 26 of this agreement.

(f) The accounting records of the Joint Venture will be audited by a certified public accounting firm selected by A&R Pacific, whose selection shall be approved by the Management Committee as noted in Section 6 (c) (17). The cost of said audit as it relates to the Joint Venture shall be reimbursed to A&R Pacific, as an expense of the Joint Venture. Upon notice to the other, either Participant may order a separate annual audit of the Joint Venture, the cost of which shall be paid by the Participant requesting said audit.

(g) Expenses incurred by the Joint Venture for other costs (licensure, permits, facility access, miscellaneous costs, etc.) in support of contract compliance required for the Project, but not otherwise borne by the member entities, will be paid as approved by the Management Committee through the Joint Venture bank account. Such Joint Venture expenses shall be deducted from any revenue, profit or loss earned or

incurred on the Contract prior to any distributions made to the Partners.

(h) The term project costs refers to elements such as labor, equipment, purchased materials, subcontracts, travel, accounting services, and other direct costs required to execute projects awarded to the Joint Venture or meet the obligations of the requirements of contracts made by the Joint Venture and its customers. All project costs, as defined above, will be agreed upon in advance of expenditure and approved by the Management Committee.

(i) Each participant is responsible for obtaining General Liability Insurance coverage for its portion of the work and any General Liability Insurance costs would be incurred and borne directly by the participants in proportion to the respective work performed. Nothing in the foregoing shall preclude the JV from obtaining project specific policy(ies).

(j) All payments from the special bank account to the individual Joint Venture Participants will require two signatures. One designee from each Participant firm, as authorized by the Management Committee, will be required to review, and authorize all payments.

(k) The Managing Venturer shall be designated as the "tax matters partner" (as said term is used in Sections 6221 and 6232 of the Internal Revenue Code) for the Joint Venture.

17. **FINAL RECORDS**

The final original records related to the Joint Venture shall be retained by the Managing Venturer upon completion of the Contract(s) performed by the Joint Venture.

18. **FINANCIAL STATEMENTS**

Quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the Joint Venture's principals) must be submitted to SBA not later than 45 days after each operating quarter of the Joint Venture.

19. **PROJECT-END PROFIT AND LOSS STATEMENT**

A project-end profit and loss statement, including a statement of final profit distribution, must be submitted to SBA no later than 90 days after final completion of the Contract.

20. **PERFORMANCE OF WORK REQUIREMENT**

The Joint Venture Participants agree and understand that for any small business, HUBZone or WOSB contract, including those between mentors and protégés authorized by 13 CFR 125.9, the Joint Venture must perform the applicable percentage of work required by 13 CFR 125.6. A&R Pacific, as Participant, must perform at least 40% of the work required to be performed by the Joint Venture as required by SBA regulations.

The Joint Venture Partners agree and understand that the work performed by Participants to a Joint Venture must be more than administrative or ministerial functions so its gains substantive experience.

The amount of work done by the Participants will be aggregated and the work done by A&R Pacific must be at least 40% of the total done by all Participants. In determining the amount of work done by a non-Participant, all work done by Garney Federal and any of its affiliates at any subcontracting tier will be counted.

If Garney Federal seeks to do more work, the additional work must generally be done through the Joint Venture,

which would require A&R Pacific to also do additional work to meet the 40% requirement set forth in SBA regulations.

21. AWARD OF CONTRACT

The procuring agency will execute a contract in the name of the Joint Venture entity.

22. SUCCESSIVE CONTRACT(S)

The Joint Venture Partners agree and understand that the Joint Venture may pursue and perform more than one Contract, in accordance with the "three-in-two" rule set forth in 13 CFR 121.103(h). The Joint Venture Partners will complete and execute a separate "Exhibit A" for each Contract they will pursue.

23. AMENDMENTS

This Agreement may be amended from time to time by a written amendment entered into by the Parties.

24. INSPECTION OF RECORDS

The SBA may inspect the Joint Venture's records at any time within ordinary business hours.

25. PERFORMANCE OF WORK REPORTS

The Joint Venture Partners agree and understand that a Participant to a Joint Venture must describe how it is meeting or has met the applicable performance of work requirements for each Contract it performs as a Joint Venture.

A&R Pacific, the Managing Venturer, shall annually submit a report to the relevant Contracting Officer and to the SBA, signed by an authorized official of each Party to the Joint Venture, explaining how the performance of work requirements are being met for each Contract performed during the year.

At the completion of every Contract awarded to the Joint Venture, A&R Pacific, the Managing Venturer, shall submit a report to the relevant Contracting Officer and to the SBA, signed by an authorized official of each Party to the Joint Venture, explaining how and certifying that the performance of work requirements were met for the Contract, and further certifying that the Contract was performed in accordance with the provisions of the Joint Venture Agreement that are required under applicable SBA regulations.

26. DISPUTE RESOLUTION

In the event of any dispute between the Managing Venturer, A&R Pacific , and the Joint Venture Partner, Garney Federal, with respect to performance or interpretation of this Joint Venture, this Agreement, the Project, or the Contract, the Parties shall make good faith efforts to resolve the dispute via an in-person negotiation. If the Parties cannot resolve their dispute, either party may submit the dispute to mediation and the other party shall be obligated to participate. Both Participants shall participate in good faith in such mediation, the costs the mediation proceeding, including the mediator's costs and fees, shall be shared equally by the parties. The mediation shall take place in a location mutually agreed upon by the Parties. In the event the claim is not resolved by mediation, then the Participant may commence a legal action or arbitration pursuant to Paragraph 36.

27. SIGNATURES ON THE PROPOSAL, CONTRACT, MODIFICATIONS AND CERTIFICATION OF CLAIMS

Subject to Section 6, An authorized representative of A&R Pacific may sign the proposal, amendments, Contract, all modifications to the Contract which require the signature of the contractor, all certifications of claims where certifications are required, bid bonds and payment and performance bonds. For the purpose of this paragraph, "authorized representative" means those individuals appointed by A&R Pacific to serve as members of the Joint Venture Management Committee or A&R Pacific's alternate as described in Section 6 above.

28. SCOPE OF PARTNER'S AUTHORITY

Except as otherwise expressly and specifically provided for in this Agreement, no Participant has any authority to act for, bind or assume any obligations or responsibilities on behalf of any other Participant or the Joint Venture in regard to this Contract or any other transaction unrelated to this Contract. Notwithstanding the foregoing, any Management Committee Member shall have complete authority to take any and all action necessary in the performance of the Contract to the extent such action has been approved by the Management Committee in writing. No Participant may bring a suit or action against any person in the name of or on behalf of the Joint Venture except with the unanimous affirmative vote of the Participants.

29. INDEMNITY

Each Participant severally in accordance with its percentage interest shall indemnify, defend and hold harmless the other Participant and the Joint Venture from any actual or threatened obligation, liability, damage, cost, expense, or claim (Claim), to the extent such Claim is attributable to or arises out of the Work, acts or omissions of such Participant, unless such Claim arises from the negligence or willful misconduct of the Indemnified Participant. Any Participant who incurs a Joint Venture obligation without the authority to do so shall fully indemnify, defend and hold harmless the Joint Venture and each other Participant against the total amount of such obligation.

30. INSURANCE

The Joint Venture shall not maintain an insurance policy to cover Participant liabilities arising under this Joint Venture Agreement unless agreed by the Management Committee, with provisions for funding. Each Participant shall provide a certificate of insurance naming the Joint Venture and the Joint Venture's client and the other Participant as additional insured to cover liabilities arising under or during the term of the Contract, including but not limited to such liability insurance as will protect against claims, under workers' compensation and other employee benefit laws or obligations, for bodily injury and death, and for property damage that may arise out of work under the Contract, whether directly or indirectly by such Participant or by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the Contract or any greater amount agreed to by the Participants. Such insurance shall include contractual liability applicable to each Participants' payment and performance obligations under the Contract. This Section shall not limit in any way the Managing Venturer's right to obtain insurance and bonding as provided in Section 6(c) (18) above.

31. DISSOLUTION OR WITHDRAWAL OF PARTICIPANT

(a) The Joint Venture shall be dissolved at the end of its term or earlier upon the occurrence of any of the following events:

(1) The written agreement of the Parties;

(2) Either party may withdraw from or terminate this Agreement or the Joint Venture without cause and / or for convenience by giving twenty (20) business days written notice to the non-withdrawing or non-terminating party. If a termination without cause and / or for convenience is exercised by either party under this provision, the parties agree and acknowledge that such a termination is not a breach of the Agreement or the Joint Venture.

(3) In the event of a termination or withdrawal under Section 31(a)(2) , the parties agree and acknowledge that the termination of the Agreement of the Joint Venture shall not apply to current projects existing at the time of termination or withdrawal, each party agreeing to fulfill its duties and obligations thereunder, and shall only be effective as to future projects which have not been proposed upon and submitted or awarded at the time of the termination or withdrawal.

(4) Judicial order or other operation of law.

(b) A Participant (hereinafter called the "Withdrawing Participant") shall immediately cease to be a Participant upon a Participant's: (i) admission in writing of its inability to pay its debts generally as they become due, (ii) filing of an involuntary petition or a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Federal Bankruptcy Act, or laws, (iii) making an assignment of all or a portion of its property, entitlements, payments, for the benefit of its creditors other than another Participant hereof, (iv) committing any "act of bankruptcy" as defined in the bankruptcy laws,
(v) the dissolution of a Participant in such an event:

(1) The Joint Venture shall survive, and the non-Withdrawing Participant shall, pursuant to section 15 herein, continue the performance of the Contract. "Withdrawing Participant" shall immediately cease to be a Participant in the Joint Venture, the Withdrawing Partner shall thereafter cease to have a say, vote, voice in the management of the Joint Venture and the Contract, and the interest and the rights of the Withdrawing Participant in the Joint Venture or the Contract shall thereafter terminate as set forth below.

(2) In the event the Managing Party or Managing Venturer is the Withdrawing Participant, the non-Withdrawing Participant shall replace the Managing Party or Managing Venturer and the Project Manager and shall thereafter assume all the right, powers and obligations thereunder and be paid and reimbursed in the manner provided in this Agreement.

(3) The Withdrawing Participant shall be entitled to share in the profits, if any, of the Joint Venture only up to the date of the dissolution, as to be determined and paid following the completion of the Project. The profits as of the date of the dissolution shall be determined by multiplying the final Project profit by a fraction, the numerator of which shall be the Project costs incurred as of the date of the dissolution and the denominator shall be the final total Project costs. The Withdrawing Participant shall remain liable for its share of any losses of the Joint Venture as provided in this Agreement. The Withdrawing Participant shall continue to be responsible for and liable and accountable to the non-Withdrawing Participant for any cost, expense, liability, potential liability, damage, claims, exposure and like items incurred by the non-Withdrawing Participant arising out of, related or attributable to Withdrawing Participants scope of work, its obligations under the Joint Venture and the Joint Venture Agreement, all of which shall be taken into account in determining the profit or loss on the Contract and as between the Withdrawing Participant and non-Withdrawing Participant. In no event shall any repayment of working capital

contributions be made to the Withdrawing Participant until the Owner or Clients final completion and acceptance of the completed Project, unless the non-Withdrawing Participant approves such repayment. In the event the share of any losses chargeable to the Withdrawing Participant exceeds its share of working capital, such Withdrawing Participant or its successor, receiver, trustee or other legal representative thereof shall pay the amount of such excess to the Joint Venture upon demand.

(4) It is specifically understood and agreed between the Parties that this Agreement extends to the performance of the Contract(s) identified in completed and executed "Exhibit A" hereto to and also includes any contract supplemental thereto, extra work orders, change orders and other modifications issued in connection therewith. In no event shall this Agreement extend to, or over, any other contract; and upon final accounting and settlement by and between the Parties hereto it shall terminate, except that the Parties' percentage responsibilities and indemnity obligations provided herein above shall apply to any liabilities or expenses relating to the Project which arise after the completion of the Project.

(5) The remaining non-Withdrawing Participant shall have the right at all times to continue the business and affairs of the Joint Venture to complete the existing work.

32. LIEN ON JOINT VENTURE INTEREST

Each of the Partners hereby grants to the Joint Venture a first and paramount lien upon its respective interest in the Joint Venture as security for the payment of any and all costs or liabilities chargeable to it under this Agreement, which lien may be enforced on behalf of the Joint Venture by the other Participant. Such Participant shall also have the right to bring any action at law or in equity to collect all or any part of such indebtedness with or without the foreclosure of such lien.

33. SUCCESSORS AND ASSIGNS

This Joint Venture Agreement shall insure to the benefit of, and be binding upon, the Parties hereto, their subsidiaries, successors, trustees, assignees, receivers, and legal representatives.

34. PUBLICITY

Neither Participant shall issue any press release or announcement regarding the Joint Venture or its activities without the prior consent of the other.

35. NOTICES

All notices, requests, demands, instructions, or other communications in connection with this Agreement or schedule hereto shall be in writing and delivered in person or sent by certified or registered mail, first class, postage prepaid, and addressed as follows:

To:
Solmaz Akhtarpour
A&R Corporation
PO Box 25612
Barrigada, Guam 96921

To:
Jay L. McQuillen, Jr.
Garney Federal, Inc.
1333 NW Vivion Rd
Kansas City, Missouri 64118

Fax: (619) 333 -5923
Email: Solmaz.Akhtarpour@ar-pacific.com

Fax: (831) 460-6401
Email: jmcquillen@garney.com

Or to such other address as any Party may, from time to time, advise the other in writing. Alternatively, such notice may be sent by fax to the fax number listed above. Faxed notices shall be deemed received on the next business day following the day they were transmitted.

36. JURISDICTION, VENUE, GOVERNING LAW

Mediation, as set forth in Paragraph 26, is a condition precedent to the commencement of any legal action or arbitration pursuant to this Paragraph. In the event the dispute is not resolved by mediation, then a Party may commence legal action in a state or federal court of competent jurisdiction located within California. For all disputes arising out of or relating to the Agreement, any contracts, and/or any projects performed by the Joint Venture pursuant to this Agreement, the Parties consent to the jurisdiction of the state and federal courts located in California and consent to venue in California.

Alternatively, and upon agreement by the Parties, the Parties may submit any dispute(s) to binding arbitration. The arbitration shall be conducted by a single arbitrator agreed upon by the Parties. The arbitration shall take place at a location agreed upon by the Parties. The Parties agree to share equally all costs associated with the arbitration proceeding, including the arbitrator's fees and costs.

An arbitrator acting under this Agreement shall have no power to depart from, amend, or change any of the provisions of this Agreement. The arbitrator shall delineate duties and responsibilities for continuing performance of said contract while any such dispute is being resolved and it is acknowledged and agreed that the Parties shall continue performance of said contract(s) while any claim or dispute is being resolved. The arbitrator will not have the authority to make a finding, ruling, or enter an order that would be in conflict with or prohibited by SBA regulations, guidance, or information notices governing the SBA program and Joint Ventures created under provisions of the relevant SBA regulations. If not approved by SBA said ruling(s) or finding(s) shall have no effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

37. MARGINAL TITLES AND HEADINGS

The marginal titles, sub-titles, headings, and sub-headings of the paragraphs and sub-paragraphs herein are intended to be for reference and for the sake of convenience only and should not be construed to narrow or broaden the scope of or modify, amend, or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meaning of the words herein.

38. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions hereof, and, in any such event, this Agreement shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

39. ENTIRE AGREEMENT

This Joint Venture Agreement and all other contemporaneously signed documents constitute the entire agreement among the Parties and may not be changed except by an instrument in writing signed by the Party to be charged.

40. WAIVER

The failure by any Party to object to a default under or breach of this Agreement or insist upon the strict performance of any duty or obligation of any other Party shall not constitute a waiver, either express or implied, of the right to do so in the future.

41. PROPRIETARY INFORMATION

(a) The performance of this Agreement may require the exchange of data and information considered proprietary to the Party hereto. "Proprietary Information" shall be any and all business, technical and other information which is identified or labeled as "Proprietary" or "Confidential," whether written, oral or otherwise furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and shall include, but not be limited to all data, reports, interpretations, forecasts and records which Receiving Party or its respective agents or employees shall have been furnished or had access to heretofore or hereafter in the course of the Parties' discussions. Proprietary Information shall also include information received as a result of plant tours, demonstrations or other visual or audio presentations or verbal disclosures that the Disclosing Party indicates in writing to the Receiving Party no later than thirty (30) business days after conveying such information that it is Proprietary Information.

(b) The foregoing shall not apply to:

(1) Information that at the time of disclosure had been previously published and available to the public;

(2) Information which is published after disclosure and available to the public, unless such publication is a breach of this Subcontract;

(3) Information which, prior to disclosure hereunder was already in the possession of the Receiving Party as evidenced by records kept in the ordinary course of business or by proof of actual prior possession; and

(4) Information, which subsequent to disclosure hereunder, is obtained from a third person who (insofar as is known) is not in violation of any contractual, legal or fiduciary obligation with respect to such information.

(c) If any exception listed above in subparagraph (b) applies to only a portion of any proprietary data, the remainder shall continue to be subject to the foregoing prohibitions and restrictions. Proprietary Information is not to be deemed to be in the public domain merely because any part of the Proprietary Information is embodied in a general disclosure or because individual features, components, or combinations thereof are now or become known to the public.

(d) The Parties agree to maintain the confidentiality of, and not disclose to third parties or those of their employees without a need to know, all Proprietary Information received from the other Party. Such Proprietary Information shall be marked as such, or its proprietary nature shall be made known to the Receiving Party when given or as soon thereafter as is possible. Each Party shall safeguard Proprietary Information it receives, using the same degree of care that it exercises with respect to its own Proprietary Information, but no less than reasonable care. All Proprietary Information shall be used by the Receiving Party only for purposes of performing hereunder.

(e) If either Party should receive a subpoena or other governmental order compelling disclosure of Proprietary Information, it shall promptly notify the Providing Party, so the latter may take necessary steps to prevent or limit disclosure. In any event, the Receiving Party shall disclose only so much of the Proprietary Information as is required by law.

(f) Proprietary Information may be disclosed by the Receiving Party to its consultants, independent contractors or subcontractors performing hereunder, if they have first agreed in writing to protect such Proprietary Information as required herein, and then only if such Proprietary Information is marked as such.

(g) The disclosure of Proprietary Information by either Party to the other shall not be construed to grant any license or right in such Proprietary Information and all such Proprietary Information will remain the property of the Providing Party. Upon the expiration Dr termination of this Agreement, or upon the request of the providing party, the receiving party shall cease use of all Proprietary Information, and shall return, or destroy and so certify, any Proprietary Information in its possession.

(h) The Parties acknowledge that the unpermitted disclosure of Proprietary Information may cause the Providing Party irreparable harm for which money damages are inadequate, and for which equitable remedies may be sought by the Providing Party.

(i) All embodiment of Proprietary Information shall promptly be returned to the Providing Party upon written request of the Providing Party Alternatively, at the Providing Party's written request, that Party's Proprietary Information in the possession of the Receiving Party shall be destroyed.

(j) Pursuant to Federal Acquisition Regulation ("FAR") 3.903-3, 52.203-18 and 52.203-19, chis Agreement does not prohibit either Party from lawfully reporting waste, fraud or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized ID receive such Information. The Joint Venture, and each Party to the Joint Venture, shall comply with FAR 3 903, FAR 52 203-18 and FAR 52,203-19 with respect to all subcontracts, consulting agreements, independent contractor agreements and employment agreements executed in connection *with* a Contract.

(k) This Article 41 will survive the expiration or termination of this Agreement for a period of five (5) years.

IN WITNESS WHEREOF, this Addendum is executed as of the date first written above and all terms of this Agreement are accepted.

Solmaz Akhtarpour
President – A&R Corporation

4/21/2020

DATE

Jay L. McQuillen, Jr.
President - Garney Federal, Inc.

4/21/2020

DATE

DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

BUSINESS LICENSE

SRL NO: 2205235

Partnership Joint Venture Service Contracts N

EXPIRES: 04/30/2022

ACCOUNT NO. 06-202100808-001

FEE	00
PENALTY	00
TOTAL FEE	00

ISSUED TO: A & R PACIFIC-GARNEY FEDERAL JV

DOING BUSINESS AS: A & R PACIFIC-GARNEY FEDERAL JV

TYPE OF LICENSE: FACILITIES SUPPORT SERVICES
STRICTLY IN MILITARY INSTALLATIONS ONLY

BUSINESS LOCATION: LPT 7 BLK 1 TRACT 108, 113 LINDA WAY
TAMUNING GUAM 96913

MAILING ADDRESS: P.O. BOX 25612
BARRIGADA, GUAM ZIP: 96921

TELEPHONE: **HOME** 685-8105 **BUSINESS**

4/22/21

KEEP POSTED IN A CONSPICUOUS PLACE. LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL. DO NOT POST COPY.

DARRYL M. SAPITA SHIMIZU

DIRECTOR OF REVENUE AND TAXATION

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

A & R Corporation dba: A & R Pacific

To engage in the business or act in the capacity of a contractor in the following classifications

A, B & C8

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # CLB16-1233

GRT # 201400847
Issued: March 16, 2021

Certificate # C-0321-1322
Expires: June 30, 2021

JAMES M. CASALLO
CLB BOARD CHAIRMAN

CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

CONFIDENTIAL

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

Years Ended December 31, 2020 and 2019

MHM

MHM

Mayer Hoffman McCann P.C.
700 W 47th St Ste 1100 ▪ Kansas City, MO 64112
Main: 816.945.5600 ▪ Fax: 816.897.1280 ▪ www.mhmcpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors

Garney Holding Company
Kansas City, Missouri

We have audited the accompanying consolidated financial statements of Garney Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Basis for Qualified Opinion

As discussed in Note 1 to the consolidated financial statements, Garney Holding Company's subsidiary, Garney P3, LLC, reported its investment in Vista Ridge, LLC on the cost method of accounting. In our opinion, accounting principles generally accepted in the United States of America require Vista Ridge, LLC to be consolidated. If the consolidated financial statements of Vista Ridge, LLC had been consolidated with those of Garney Holding Company, total assets would be increased by approximately $884,000,000 as of December 31, 2019; total liabilities would be increased by approximately $841,000,000 as of December 31, 2019; net income would decrease approximately $1,700,000 for the year ended December 31, 2019; and net income attributable to Garney Holding Company would have decreased by approximately $867,000 for the year ended December 31, 2019.

Qualified Opinion

In our opinion, except for the effects of not consolidating all entities, as discussed in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Garney Holding Company and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Mayer Hoffman McCann P.C.

Kansas City, Missouri
March 3, 2021

CONFIDENTIAL

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2020 and 2019

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 247,392,142	$ 231,891,930
Short-term investments	57,601,728	72,554,048
Contract receivables, net	109,168,926	99,466,273
Accounts receivable	1,071,768	945,041
Other receivables	21,067,889	-
Contract assets	56,868,889	61,286,830
Current portion of notes receivable	120,008	-
Inventory	739,313	767,732
Prepaids and deposits	2,955,492	4,230,808
TOTAL CURRENT ASSETS	496,986,155	471,142,662
PROPERTY AND EQUIPMENT, net	15,656,900	13,809,501
GOODWILL, net	10,742,203	13,000,771
INTANGIBLE ASSETS, net	13,575,328	15,327,664
EQUITY IN UNCONSOLIDATED SUBSIDIARY	-	35,372,962
EQUITY IN EQUITY METHOD INVESTMENTS	750,000	2,962,154
EQUITY IN CONSTRUCTION JOINT VENTURES	597,362	4,900
NOTES RECEIVABLE, less current portion	1,328,691	-
DEVELOPMENT COSTS	17,660,682	-
OTHER LONG-TERM ASSETS	1,083,182	317,395
TOTAL ASSETS	$ 558,380,503	$ 551,938,009
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	$ 118,807,800	$ 107,703,715
Accrued Employee Stock Ownership Plan contributions	3,567,964	3,610,313
Accrued employee incentive plan liability	36,139,473	42,537,107
Accrued liabilities	4,138,706	4,735,007
Contract liabilities	78,077,551	85,732,623
Current portion of stock appreciation rights	18,787,977	14,515,661
Current portion of Warren earnout liability	398,762	398,762
TOTAL CURRENT LIABILITIES	259,918,233	259,233,188
STOCK APPRECIATION RIGHTS, less current portion above	26,075,613	23,345,556
WARREN EARNOUT LIABILITY, less current portion above	2,260,162	3,003,591
OTHER LONG-TERM LIABILITIES	4,146,508	5,464,345
TOTAL LIABILITIES	292,400,516	291,046,680
STOCKHOLDER'S EQUITY		
Contributed capital		
Common stock: authorized 15,000,000 shares of $0.01 par value; 2,624,291 issued and 1,975,856 outstanding shares	26,243	26,243
Additional paid-in capital	13,703,250	13,703,250
Total contributed capital	13,729,493	13,729,493
Retained earnings	297,176,755	292,278,260
Treasury stock, at cost - 648,435 shares	(47,575,169)	(47,575,169)
TOTAL STOCKHOLDER'S EQUITY OF GARNEY HOLDING COMPANY	263,331,079	258,432,584
Non-controlling interest equity	2,648,908	2,458,745
TOTAL EQUITY	265,979,987	260,891,329
TOTAL LIABILITIES AND EQUITY	$ 558,380,503	$ 551,938,009

See Notes to Consolidated Financial Statements

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

Years Ended December 31, 2020 and 2019

	2020	2019
Construction revenues	$ 1,036,088,352	$ 1,108,910,032
Costs of construction revenues	881,558,611	919,969,429
CONSTRUCTION GROSS PROFIT	154,529,741	188,940,603
Manufacturing sales, lease, and other revenue	5,839,592	6,713,854
Cost of goods sold	2,867,248	3,070,923
MANUFACTURING GROSS PROFIT	2,972,344	3,642,931
TOTAL GROSS PROFIT	157,502,085	192,583,534
General and administrative expenses	25,583,271	23,158,431
Employee Stock Ownership Plan contribution expense	19,424,642	17,568,893
Employee incentive plan and share-based compensation expense	53,400,178	63,664,487
OPERATING INCOME	59,093,994	88,191,723
OTHER INCOME (EXPENSE)		
Investment income	2,470,935	5,471,139
Unrealized gain on trading securities	2,306,008	2,948,501
Amortization of goodwill and intangibles	(4,010,904)	(4,010,904)
Equity in income of construction joint ventures	197,462	34
Miscellaneous expense	(496,354)	(970,000)
Loss on asset disposal	(484,341)	-
Interest income	41,467	-
TOTAL OTHER INCOME (EXPENSE)	24,273	3,438,770
NET INCOME	59,118,267	91,630,493
NET INCOME ATTRIBUTABLE TO NON-CONTROLLING INTERESTS	8,814,163	1,053,896
NET INCOME ATTRIBUTABLE TO GARNEY HOLDING COMPANY	$ 50,304,104	$ 90,576,597

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See Notes to Consolidated Financial Statements

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

Years Ended December 31, 2020 and 2019

	Common stock	Additional paid-in capital	Retained earnings	Treasury stock	Total stockholder's equity of Garney Holding Company	Non-controlling interest equity	Total equity
Balance, January 1, 2019	$ 26,243	$ 13,703,250	$ 285,104,136	$ (47,575,169)	$ 251,258,460	$ 4,344,849	$ 255,603,309
Distributions	-	-	(83,402,473)	-	(83,402,473)	(2,940,000)	(86,342,473)
Net income	-	-	90,576,597	-	90,576,597	1,053,896	91,630,493
Balance, December 31, 2019	26,243	13,703,250	292,278,260	(47,575,169)	258,432,584	2,458,745	260,891,329
Distributions	-	-	(45,405,609)	-	(45,405,609)	(8,624,000)	(54,029,609)
Net income	-	-	50,304,104	-	50,304,104	8,814,163	59,118,267
Balance, December 31, 2020	$ 26,243	$ 13,703,250	$ 297,176,755	$ (47,575,169)	$ 263,331,079	$ 2,648,908	$ 265,979,987

See Notes to Consolidated Financial Statements

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended December 31, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income attributable to Garney Holding Company	$ 50,304,104	$ 90,576,597
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	1,497,458	1,740,789
(Gain) loss on sale of property and equipment	303,620	(72,828)
Amortization of goodwill and intangibles	4,010,904	4,010,904
Unrealized gain on short-term investments	(2,306,008)	(2,948,501)
Compensation expense for stock appreciation rights	21,516,972	18,879,340
Equity in earnings of JV's	(197,462)	(34)
Non-controlling interest earnings	8,814,163	1,053,897
Loss on sale of Vista Ridge, LLC	346,354	-
Decrease (increase) in operating assets		
Contract receivables, net	(9,702,653)	(1,393,236)
Accounts receivable	(126,727)	413,216
Other receivables	(21,067,889)	14,650,000
Contract assets	4,417,942	(7,354,313)
Inventory	28,418	889,503
Prepaids and deposits	1,275,317	(789,642)
Increase (decrease) in liabilities		
Accounts payable	11,104,085	20,927,938
Accrued Employee Stock Ownership Plan contributions	(42,349)	338,694
Accrued employee incentive plan liability	(11,861,979)	985,062
Accrued liabilities	(596,302)	(601,596)
Contract liabilities	(7,655,071)	(61,822,950)
Stock appreciation rights	(14,514,600)	(10,448,900)
Other long-term liabilities	4,146,509	-
NET CASH FLOWS FROM OPERATING ACTIVITIES	39,694,806	69,033,940
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(6,273,349)	(1,966,243)
Proceeds from sale of property and equipment	1,881,527	111,000
Advances made on notes receivable	(1,560,000)	-
Payments received on notes receivable	111,301	-
Purchases of and reinvestments into trading securities	(12,440,530)	(12,723,552)
Proceeds from sales of trading securities	29,698,859	13,167,099
Capital investment in unconsolidated subsidiary	(20,787,493)	-
Proceeds from sale of unconsolidated subsidiary	55,814,100	-
(Capital investment in) proceeds from equity method investment	2,212,154	(2,462,154)
Investment in development costs	(17,660,682)	-
Investment in joint ventures	(395,000)	-
Other long-term assets	(765,788)	22,605
Purchase of Warren Environmental & Coatings, LLC	-	(24,588,909)
Payments to reduce Warren products earnout liabilty	(84)	(21,067)
NET CASH FLOWS FROM INVESTING ACTIVITIES	29,835,015	(28,461,221)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions	(45,405,609)	(83,402,473)
Non-controlling interest equity	(8,624,000)	(2,940,000)
NET CASH FLOWS FROM FINANCING ACTIVITIES	(54,029,609)	(86,342,473)
NET CHANGE IN CASH AND CASH EQUIVALENTS	15,500,212	(45,769,754)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	231,891,930	277,661,684
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 247,392,142	$ 231,891,930

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See Notes to Consolidated Financial Statements

1) Summary of significant accounting policies

Principles of consolidation -

The accompanying consolidated financial statements include the accounts of Garney Holding Company (GHC) (an employee-owned company) and its wholly-owned subsidiaries, Garney Companies, Inc. (including its wholly-owned subsidiary Garney P3, LLC (GP3) and GP3's cost method investment in Vista Ridge, LLC (VR), and its consolidated joint ventures Garney/Wharton Smith) and Tippin Water Team A Garney Wharton-Smith JV (Tippin), Garney Federal, Inc. (including its consolidated joint venture CWG, JV), Garney Pacific, Inc., Garney Hawaii, Inc. (including consolidated variable interest entities OHC Holly Springs TH, LLC (Holly Springs) and OHC Rope Mill, LLC (Rope Mill)), Warren Environmental & Coatings, LLC (Warren), A&W Maintenance & Coatings, LLC (A&W), GP3 II, LLC, and Garney Equity Holdings, LLC (including its wholly-owned subsidiaries Sumner Water Holdings, LLC and Garney Flaming Gorge, LLC), hereinafter collectively referred to as "Garney". All significant intercompany balances and transactions have been eliminated in consolidation.

Garney elected to record VR on the cost method of accounting instead of full consolidation. As of December 31, 2019, the cost method investment in VR totaled $35,372,962 and is included in equity in unconsolidated subsidiary on the consolidated balance sheets. During the year ended December 31, 2020, Garney completed the VR project. Therefore, contributions of $20,787,493 were made. Garney sold its investment in VR during the year ended December 31, 2020. Proceeds of $55,814,100 were received and a loss on sale of VR was recognized of $346,354, leaving the investment in VR at $0. Garney believes the cost method provides a more accurate representation of the risks of Garney's investment and associated revenues and expenses from construction activities. Garney does not guarantee any liabilities of VR. If the financial statements of VR had been consolidated with those of Garney during 2019, total assets would have increased by approximately $884,000,000, total liabilities would be increased by approximately $841,000,000, beginning retained earnings would be decreased by approximately $3,800,000 from the adoption of Topic 606 for revenue recognition, net income would be decreased by approximately $1,700,000, and net income attributable to Garney would be decreased by approximately $867,000. Net income would be decreased by approximately $1,000,000, and net income attributable to Garney would be increased by approximately $400,000 for the year ended December 31, 2020.

Garney participates in various joint ventures and partnerships (joint ventures) and has equity investments or other involvement with other special purpose entities (SPEs). Garney uses the equity method of accounting for joint ventures and SPEs in which it has the ability to exercise significant influence, but not control. Garney consolidates those joint ventures and SPEs where it has determined that it has a variable interest and it is the primary beneficiary as defined by Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810, Consolidation, and related standards. The factors used to determine the primary beneficiary of a variable interest entity (VIE) include the decision authority of each partner, which partner manages the day-to-day operations of the project and the amount of equity investment in relation to that of other partners.

Nature of operations -

Garney specializes in water and wastewater construction. Operations are overseen by Profit Center Officers and Directors. Profit centers focus on pipelines (the Pipe Group),on treatment plants, pump stations and tanks (the Plant Group), and on epoxy manufacturing and application (Epoxy Coatings). Profit Centers perform work for municipal, industrial, private, and Federal government clients. Geographically, work is performed throughout the U.S. Work is procured through traditional hard-bid and qualifications-based, alternative-delivery methods. Garney, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of December 31, 2020 and 2019.

Operating cycle -

Assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying consolidated balance sheets as they will be liquidated in the normal course of contract completion, although this may require more than one year.

1) **Summary of significant accounting policies (continued)**

Use of estimates -

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of accounts receivable, fair value of trading securities and intangible assets, and estimated useful lives of property and equipment and intangible assets. Management's estimates and assumptions are derived from and are continually evaluated based upon available information, judgment, and experience. Because of inherent uncertainties in estimating costs on construction contracts, it is at least reasonably possible that the estimates used will change within the near term.

Revenue and cost recognition on construction contracts and epoxy sales -

Garney recognizes revenue under ASC Topic 606 Revenue from Contracts with Customers (Topic 606). Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract
2. Identify performance obligations
3. Determine the transaction price
4. Allocate the transaction price
5. Recognize revenue

Revenue is derived from fixed price, unit price, guaranteed maximum price, master service arrangements, job order contracting, and time and materials construction contracts. The length of contracts vary and can span several months or years. The amount of revenue to be earned from construction contracts is measured based on the amount of consideration specified in the original contract plus the value of subsequent modifications to the original contract.

Most contracts include clauses providing for termination of the contract at the convenience of the counterparty. These clauses require payment for work performed through the date of termination, including demobilization cost.

To determine the proper revenue recognition method for contracts, Garney evaluates whether two or more contracts should be combined and evaluated as a single contract. A contract is evaluated to determine if it should be accounted for as one performance obligation or more than one performance obligation. Contracts are considered to have a single performance obligation if the promise to transfer the individual goods or services is not distinct from other promises in the contracts. Generally, contracts are not combined for evaluation and each contract is determined to have a single performance obligation. These evaluations require significant judgment and could change the amount of revenue and profit recorded in a given period.

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1) **Summary of significant accounting policies (continued)**

Revenue and cost recognition on construction contracts and epoxy sales (continued) -
Garney recognizes revenue from construction contracts over time as performance obligations are satisfied, due to the continuous transfer of control to the customer. Garney's contracts for pipeline construction, site construction, and epoxy applications recognize gross profit and revenue on long-term contracts, measured by the percentage of labor costs incurred to date to estimated total labor costs for each contract. This method is used because management considers total labor costs to be the best available measure of progress on these contracts. Garney's performance of the contract follows labor costs (more difficult sections of pipeline construction require more labor), which is why this is the best measure of progress. Material costs are recorded in the job at a zero gross margin, making the revenue recognized equal to the cost of the material.

Garney's contracts for water treatment plant construction recognizes gross profit and revenue on long-term contracts, measured by the percentage of total costs, excluding materials, incurred to date to estimated total costs, excluding materials, for each contract. This method is used because management considers total costs, excluding materials, to be the best available measure of progress on these contracts. Garney's performance of the contract follows labor, subcontractor, and equipment costs (more difficult sections of plant construction require more labor, specialty subcontractors, and large equipment), which is why this is the best measure of progress. Material costs are recorded in the job at a zero gross margin, making the revenue recognized equal to the cost of the material.

For contracts with multiple performance obligations, the transaction price is allocated to each performance obligation using Garney's best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which expected costs of satisfying a performance obligation are forecasted and then an appropriate margin for that distinct good or service is added to the forecasted costs.

Garney recognizes revenue on epoxy sales after the product has shipped and title has transferred to the customer.

Contract costs include all direct material, labor and subcontractor costs and indirect costs related to contract performance. Changes to total estimated contract cost are recognized through a cumulative catch-up in the period in which they are determined as assessed at the performance obligation level. When total estimated costs exceed the amount of revenue to be earned from the performance obligation, the estimated loss is recognized in the period in which the loss is determined.

Contracts are often modified to account for changes in contract specifications and requirements. The effect of a contract modification on the transaction price and Garney's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

Costs incurred pursuing a contract (pre-contract costs) are generally expensed as incurred and included in operating expenses unless they are expected to be recovered from the customer. Costs to mobilize equipment and labor to a job site prior to substantive work beginning (mobilization costs) are generally charged to the contract as incurred when they are an integrated part of the performance obligation being transferred to the client.

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1) **Summary of significant accounting policies (continued)**

Revenue and cost recognition on construction contracts and epoxy sales (continued) -
Contract assets include amounts due under retainage provisions as well as costs and estimated earnings in excess of billings. Retainage represents amounts withheld from billings by customers pursuant to the contract and are not payable until completion of specific tasks or the project. Retainage may also be subject to restrictive conditions such as performance guarantees. Costs and estimated earnings in excess of billings are amounts earned and reimbursable under contracts, but have not met a conditional right for billing and payment, such as achievement of milestones or completion of the project.

Contract liabilities consist of provisions for losses and billings in excess of costs and estimated earnings. Provisions for losses are recognized in the period when the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition.

Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period and are classified as current as Garney anticipates that amounts associated with contract assets and contract liabilities will be realized within one year.

Sales taxes -
Garney records revenues net of any sales tax collected.

Advertising -
Garney expenses advertising costs as they are incurred. Advertising expenses for the years ended December 31, 2020 and 2019, were $283,416 and $178,749, respectively.

Income taxes -
The stockholder of GHC has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, GHC does not pay corporate income taxes on its income, nor is it allowed a net operating loss carryforward or a carryback as a deduction. Instead, the stockholder is liable for income tax on GHC's taxable income or loss. Accordingly, no provision has been made for federal income taxes. Garney pays certain state and local income taxes.

There has been no interest or penalties recognized either in the consolidated statements of income or in the consolidated balance sheets related to uncertain tax positions. In addition, no tax positions exist for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next 12 months. Tax years with open statutes of limitations are 2017 and forward.

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1) **Summary of significant accounting policies (continued)**

Cash and cash equivalents -

Garney considers cash on hand, bank checking accounts, overnight investment accounts, money market accounts, and temporary investments with an original maturity of three months or less to be cash equivalents. Garney maintains its cash at several financial institutions which, at times, is in excess of federally insured limits. Management monitors the soundness of these financial institutions and feels Garney's risk is negligible. Garney has not experienced any losses in such accounts. At December 31, 2020 and 2019, Garney had approximately $247,000,000 and $211,000,000, respectively, in excess of FDIC and SIPC insurance limits.

Certain of Garney's insurance agreements require Garney to post cash collateral. These cash amounts are reported in the consolidated balance sheets depending on when the cash will be contractually released. At December 31, 2020 and 2019, such restricted cash amounts were $1,518,888.

Investments -

Garney determines the appropriate classification of its investments in debt and equity securities at the time of purchase and re-evaluates such determinations at each balance sheet date. Debt securities are classified as held-to-maturity when Garney has the positive intent and ability to hold the securities to maturity. Held-to-maturity securities are classified as either short-term or long-term on the balance sheet based on their contractual maturity dates and are stated at amortized cost. Debt and equity securities that are bought and held principally for the purpose of selling them in the near-term are classified as trading securities and are reported at fair value, with unrealized gains and losses recognized in earnings. Debt securities not classified as held-to-maturity or trading securities are classified as available-for-sale and are carried at fair market value, with unrealized gains and losses recognized in earnings.

The cost of securities sold is based on the specific identification method.

Contract receivables and accounts receivable -

Garney grants credit generally without collateral to qualified customers and retains lien rights if available against the property. Garney typically does not accrue finance or interest charges. Contract receivables and accounts receivable are carried at cost less an allowance for losses, if an allowance is deemed necessary. On a periodic basis, Garney evaluates its contract receivables and accounts receivable to determine the necessity for an allowance for losses, based on history of past write-offs, collections, and current conditions. Contract receivables and accounts receivable are written off when it is determined that all collection efforts have been exhausted.

Inventory -

Inventory is stated at the lower of standard cost or net realizable value. Standard cost has been determined using the average cost basis and is updated periodically based on the most recent invoice cost for raw materials and the approximate production cost of finished goods. Net realizable value has been determined using replacement cost less allowance for selling and distribution expenses and normal gross profit. An allowance for excess and obsolete inventory is provided when necessary; no such allowance was deemed necessary as of December 31, 2020 or 2019.

Development costs -

Costs directly associated with real estate projects are capitalized beginning on the day development begins. All other costs are expensed as incurred.

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1) **Summary of significant accounting policies (continued)**

Shipping and handling costs -
Shipping costs billed to customers are considered manufacturing revenue and the related shipping costs as a cost of goods sold.

Property and equipment -
Depreciation of property and equipment is computed over their estimated useful lives by the straight line method.

Asset	Useful life
Buildings and leasehold improvements	15-39 years
Machinery and equipment	3-10 years
Office furniture and equipment	3-7 years

Long-lived assets -
Long-lived assets and certain identifiable intangibles to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset.

Goodwill and intangibles -
The cost of investments in purchased companies in excess of the underlying fair value of net assets at date of acquisition are recorded as goodwill. Garney adopted ASU 2014-02 effective January 1, 2014 and amortizes goodwill over a 10-year period. Amortization of intangible assets is computed over their estimated useful lives. Patents have an estimated useful life of 10 years and trade names have an estimated useful life of 3 years.

Fair value of financial instruments and fair value measurements -
Fair value for items measured and reported on a fair value basis in the financial statements is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The exit price is based on the amount that the holder of the asset or liability would receive or need to pay in an actual transaction (or in a hypothetical transaction if an actual transaction does not exist) at the measurement date. In some circumstances, the entry and exit price may be the same; however, they are conceptually different.

Fair value is generally determined based on quoted market prices in active markets for identical assets or liabilities. If quoted market prices are not available, Garney uses valuation techniques that place greater reliance on observable inputs and less reliance on unobservable inputs. In measuring fair value, Garney may make adjustments for risks and uncertainties if a market participant would include such an adjustment in its pricing.

Garney's financial instruments include cash and cash equivalents, contract and accounts receivable, and accounts payable. The recorded values of cash and cash equivalents, contract and accounts receivable, and accounts payable approximate their fair values based on their short-term nature. Garney has no borrowings outstanding on its line of credit.

Fair values of short-term investments are established based upon quoted market prices.

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1) **Summary of significant accounting policies (continued)**

Stock appreciation rights -

GHC issues certain stock appreciation rights (SARs) which will be settled in cash upon becoming fully vested at the earlier of five years or if the participant retires upon reaching normal retirement age as defined in the SARs agreements. Because of the complexity of the terms of the SARs, management has determined that it is not reasonably possible to estimate their fair value at the grant date. Accordingly, the SARs are accounted for using the intrinsic value method. The SARs are reported as liabilities on Garney's consolidated balance sheets and will be re-measured at each financial reporting date through the date of settlement.

2) **Investments**

	December 31,	
	2020	2019
Short-term investments		
Corporate bonds	$ 44,082,076	$ 53,283,613
State and local government entity bonds	3,860,293	5,237,907
Asset-backed securities	1,046,105	3,616,008
U.S. government and agency securities	1,733,533	433,366
U.S. government bonds	6,830,821	9,917,681
Mortgage-backed securities	48,900	65,473
	$ 57,601,728	$ 72,554,048

Garney has determined that the appropriate classification for investments held is trading securities. The unrealized gains and losses of all trading securities are recognized on the consolidated statements of income and included in unrealized gain (loss) on trading securities.

3) **Contract receivables**

	December 31,	
	2020	2019
Contracts in progress	$ 109,868,926	$ 100,166,273
Allowance for losses	(700,000)	(700,000)
Contract receivables, net	$ 109,168,926	$ 99,466,273

4) **Accounts payable**

	December 31,	
	2020	2019
Accounts payable, current	$ 81,528,010	$ 76,377,878
Accounts payable, retainage	37,279,790	31,325,837
Accounts payable	$ 118,807,800	$ 107,703,715

Accounts payable, retainage expected to be held longer than one year was $10,315,940 and $9,291,560 at December 31, 2020 and 2019, respectively.

5) Contract assets and liabilities

	December 31, 2020	December 31, 2019
Costs incurred on contracts in progress	$ 2,449,158,637	$ 2,135,789,832
Estimated earnings	455,546,329	401,841,677
Total costs and estimated earnings on contracts in progress	2,904,704,966	2,537,631,509
Less billings to date	3,008,785,479	2,656,908,590
	$ (104,080,513)	$ (119,277,081)
Included in the accompanying consolidated balance sheets under the following captions as noted below:		
Costs and estimated earnings in excess of billings on contracts in progress	$ 26,383,007	$ 21,191,850
Billings in excess of costs and estimated earnings on contracts in progress	(130,463,520)	(140,468,931)
	$ (104,080,513)	$ (119,277,081)

	December 31, 2020	December 31, 2019
Costs and estimated earnings in excess of billings on contracts in progress	$ 26,383,007	$ 21,191,850
Contract retainage	30,485,882	40,094,980
Total contract assets	$ 56,868,889	$ 61,286,830
Billings in excess of costs and estimated earnings on contracts in progress	$ 130,463,520	$ 140,468,931
Contract retainage	(52,385,969)	(54,736,308)
Total contract liabilities	$ 78,077,551	$ 85,732,623

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6) Inventory

	December 31, 2020	December 31, 2019
Raw materials	$ 379,066	$ 419,275
Finished goods	360,247	348,457
Inventory	$ 739,313	$ 767,732

7) Property and equipment

	December 31, 2020	December 31, 2019
Cost		
Land	$ 802,000	$ 1,092,000
Land held for sale	2,008,199	2,008,199
Machinery and equipment	6,520,325	7,043,621
Office furniture and equipment	3,908,286	2,541,051
Buildings and improvements	6,646,206	5,850,840
Equipment leased to others	2,068,603	1,105,819
Total cost of property and equipment	21,953,619	19,641,530
Accumulated depreciation	(6,296,719)	(5,832,029)
Property and equipment, net	$ 15,656,900	$ 13,809,501

Depreciation expense for property and equipment was $1,497,458 and $1,740,789 for the years ended December 31, 2020 and 2019, respectively.

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8) Goodwill and intangible assets

	December 31, 2020	December 31, 2019
Goodwill	$ 22,585,639	$ 22,585,639
Accumulated amortization	(11,843,436)	(9,584,868)
Goodwill, net	$ 10,742,203	$ 13,000,771
Patents	$ 16,890,000	$ 16,890,000
Trade name	190,000	190,000
Total cost of intangible assets	17,080,000	17,080,000
Accumulated amortization	(3,504,672)	(1,752,336)
Intangible assets, net	$ 13,575,328	$ 15,327,664

Amortization expense totaled $4,010,904 for the years ended December 31, 2020 and 2019, and is included in other expense on the consolidated statements of income.

Future amortization of goodwill and intangible assets is as follows:

Years Ending December 31,	
2021	$ 4,010,901
2022	3,947,568
2023	3,947,529
2024	2,482,308
2025	2,482,308
Thereafter	7,446,917
Total	$ 24,317,531

9) Line of credit

Garney has available a line of credit up to $75,000,000 with a bank. The line carries an interest rate at the one month LIBOR daily floating rate plus 1.50% (1.64% at December 31, 2020). Monthly payments of interest on outstanding principal are due through November 2022, at which time the entire amount of unpaid principal and any unpaid interest are due if the line is not renewed. The line is collateralized by all accounts of Garney. The line of credit is subject to various financial covenants. No borrowings were outstanding under the line at December 31, 2020 or 2019. However, Garney had letters of credit outstanding at December 31, 2020 and 2019, totaling $5,000 and $55,624,718, respectively, which reduce the amount of borrowing available on the line of credit. $20,619,719 of the outstanding letters of credit outstanding as of December 31, 2019 served as collateral for an additional equity contribution to VR, due and paid April 2020. Additionally, $15,000,000 of the outstanding letters of credit were required under a design-build contract and $20,000,000 was required in exchange for a 35% equity interest in New Mexico Regional Water, LLC.

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10) Self-insurance liabilities

Garney has a worker's compensation policy whereby Garney is liable for claims up to a maximum amount of $400,000 ($300,000 for 2019) per occurrence for specific claims and with no aggregate plan limit for total claims per plan year. Garney has a health insurance policy for employees whereby Garney is liable for claims up to a maximum of $375,000 per occurrence with no maximum per employee for the plan year. Garney has included $1,912,725 and $1,713,036 in accrued liabilities at December 31, 2020 and 2019, respectively, to reflect an estimate of all costs necessary to close both outstanding claims and potential unreported incurred claims.

11) Employee stock ownership plan

The Board of Directors of GHC adopted the Garney Holding Company Employee Stock Ownership Plan and Trust (ESOP) on January 1, 1986. The ESOP covers eligible employees of Garney. An employee becomes eligible on the first date of employment with Garney. Employer contributions and earnings distributions to the ESOP are made as directed by the Board of Directors of GHC.

The ESOP has a 401(k) feature and provides for participant investment direction of contributions received from voluntary wage reductions. Employees may elect to contribute up to 25% of compensation. Garney matches the employee's contribution in shares of GHC stock. The matching percentage is 100% of the first 1% of compensation and 50% of the next 5% of compensation for a maximum matching percentage of 3.5%.

Garney expensed contributions of $19,424,642 and $17,568,893 to the ESOP during the years ended December 31, 2020 and 2019, respectively. ESOP contribution expense consisted of the following:

	December 31,	
	2020	2019
401(k) matching contributions	$ 3,816,344	$ 3,394,358
Board of Directors discretionary contributions	15,608,298	14,174,535
Total ESOP contribution expense	$ 19,424,642	$ 17,568,893

Garney's bylaws restrict ownership of substantially all shares of Garney's stock to current employees and the ESOP trust. Currently, all outstanding shares are owned by the ESOP trust. Participants generally receive distributions entirely in cash based on the current fair market value of the shares in their accounts. The fair value of Garney's common stock at December 31, 2020, based on initial estimate, was $385.79 per share. The fair value of Garney's common stock at December 31, 2019, based on appraisal, was $312.36 per share.

The ESOP contains a requirement that Garney repurchase employee's shares after termination of employment, and distribute the proceeds after a five-year waiting period. The distribution is accelerated immediately once the employee attains normal retirement as defined by the ESOP or in the event of death or disability.

Garney performs a repurchase study on an annual basis. As of December 31, 2020, the results of this study indicate that the ESOP trust is capable of managing its repurchase obligations through the next ten years, using investments currently controlled by the ESOP trust and the estimated contributions and earnings distributions expected to be made by Garney to the ESOP trust over that same period.

The ESOP plan is audited annually, and Form 5500 is filed with the Internal Revenue Service.

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12) Employee incentive plans

Garney has an incentive bonus plan for substantially all employees. The total bonus pool is calculated using a formula that is further divided into amounts for various employee categories. The individual employee bonuses are determined based on management's evaluation of performance within each category. Employee incentive plan expense was $31,883,206 and $44,785,147 for the years ended December 31, 2020 and 2019, respectively.

13) Share-based compensation

Garney has granted cash-settled stock appreciation rights (SARs) with a five-year life to certain employees. Each SAR entitles the holder to receive an amount in cash for the difference in value of a share of GHC stock at the end of the 5-year vesting period plus any dividend credits over the value at the date of grant. SARs granted and outstanding as of December 31, 2020 are as follows:

Date of grant and year vested		Stock price at grant date	SARs granted
Granted January 1, 2016, vested 2021	$	143.61	48,000
Granted January 1, 2017, vested 2022		175.43	64,000
Granted January 1, 2018, vested 2023		216.26	49,750
Granted January 1, 2019, vested 2024		274.36	37,800

Compensation cost equal to the increase in the fair value of GHC's stock over the value at date of grant plus dividend credits will be recognized over the five-year service period. The estimated fair value of one SAR unit, plus dividend credits of $119.70 and $112.72, respectively, is $361.88 at December 31, 2020 and $284.60 at December 31, 2019. Accordingly, the intrinsic value of the SARs is $57,157,009 at December 31, 2020 and $52,433,195 at December 31, 2019. The share-based compensation liability at December 31, 2020 and 2019, was $44,863,590 and $37,861,217, respectively. Compensation cost recognized was $21,516,972 for 2020 and $18,879,340 for 2019.

The following is an analysis of issued and outstanding SARs:

	Number of SARs		Average intrinsic value
SARs outstanding, January 1, 2019	258,750	$	291.57
Granted 2019	37,800		176.62
Exercised and paid 2019	(46,000)		227.15
SARs outstanding, December 31, 2019	250,550		286.06
Exercised and paid 2020	(51,000)		284.60
SARs outstanding, December 31, 2020	199,550		286.43

The SAR program was discontinued and no SARs awards were granted during the year ended December 31, 2020. Existing awards will be paid in accordance with their original terms and the SAR liability will be eliminated after payment of the 2019 grants during the year ended December 31, 2025.

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14) Operating leases

Garney leases certain equipment and office space from related and unrelated parties under operating leases expiring from 2021 through 2043, including all renewal options expected to be exercised. In the normal course of business, operating leases are generally renewed or replaced by other leases. Rental payments associated with operating leases are charged to expense as incurred, and in the case of escalating rent payments, on a straight-line expense basis. Rental payments under operating leases for the years ended December 31, 2020 and 2019 were $13,894,793 and $13,343,792, respectively. Minimum future lease payments under non-cancelable operating leases with terms in excess of one year, including renewal options expected to be exercised, are as follows:

Years Ending December 31,		
2021	$	8,976,063
2022		5,448,798
2023		3,616,911
2024		753,817
2025		370,304
Thereafter		8,221,756
	$	27,387,649

15) Fair value measurement

Garney currently records trading securities at fair value based upon a fair value hierarchy that distinguishes between assumptions based on market data (observable inputs) and Garney's assumptions (unobservable inputs). Determining where an asset or liability falls within that hierarchy depends on the lowest-level input that is significant to the fair value measurements as a whole. An adjustment to the pricing method used within Level 2 inputs could generate a fair value measurement that effectively falls in a lower level in the hierarchy.

Garney's investments in bonds are measured at fair value on a recurring basis and are valued using Level 2 measurement techniques.

Garney currently has no financial liabilities measured at fair value on a recurring basis. Garney currently has no non-financial liabilities measured at fair value on a nonrecurring basis.

16) Cash flow disclosures

The following is a summary of supplemental cash flow information:

	December 31,	
	2020	2019
Non-cash investing and financing activities:		
Reduction of Warren products earnout liability with fixed asset disposal	$ 743,344	$ -

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17) Joint ventures

Garney participates in various construction joint venture partnerships. Each construction joint venture is formed to complete construction contracts and is jointly controlled by the joint venture partners. The joint venture agreements provide that Garney's interests in any profits and assets, and Garney's respective share in any losses and liabilities resulting from the performance of the contract are limited to Garney's stated percentage interest in the project. Garney has no significant commitments beyond completion of the contracts. Under the contractual arrangements, Garney provides capital to these joint ventures in return for an ownership interest. In addition, partners dedicate resources to the ventures necessary to complete the contracts and are reimbursed for their cost. The operational risks of each construction joint venture are passed along to the joint venture partners. As Garney absorbs its share of these risks, Garney's investment in each venture is exposed to potential losses.

For the year ended December 31, 2020 Garney was involved in three joint ventures in which its ownership was majority-owned or Garney was determined to have ultimate decision making power. For the year ended December 31, 2019 there were two of these entities. These entities are consolidated in the accompanying consolidated financial statements.

For the year ended December 31, 2020, Garney was involved in four joint ventures in which its ownership was not majority-owned and Garney was not considered to be the primary beneficiary of the joint ventures. For the year ended December 31, 2019, there were two of these joint ventures. Garney has accounted for these joint ventures under the equity method. The equity in construction joint ventures on the consolidated balance sheets was $597,362 and $4,900 at December 31, 2020 and 2019, respectively.

Summary financial information related to the total unconsolidated construction joint ventures as of and for the years ended December 31, 2020 and 2019 is as follows:

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 2,319,066	$ 10,000
Contract receivables, net	752,184	-
Contract assets	145,285	-
TOTAL ASSETS	$ 3,216,535	$ 10,000
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	$ 1,102,186	$ -
Contract liabilities	908,343	-
TOTAL LIABILITIES	2,010,529	-
PARTNERS' CAPITAL		
PARTNERS' CAPITAL	1,206,006	10,000
TOTAL LIABILITIES AND PARTNERS' CAPITAL	$ 3,216,535	$ 10,000
STATEMENTS OF INCOME		
Earned revenues	$ 7,145,560	$ 261,324
Costs of earned revenues	6,749,385	261,526
GROSS PROFIT (LOSS)	396,175	(202)
General and administrative expenses	100	(270)
NET INCOME	$ 396,075	$ 68

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18) Union retirement plans

Garney participates in various construction industry multi-employer pension plans in accordance with collective bargaining agreements. These plans cover Garney employees who are members of those bargaining units. The risks of participating in these multi-employer plans are different from single-employer plans. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers. If Garney chooses to stop participating in some of the multi-employer plans, Garney may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Garney contributes to these plans based upon the hours worked by each eligible employee. Each individual multi-employer labor agreement determines the amount of these contributions. The pension plans provide defined benefits to retired participants. Garney recognizes as a net pension cost, the contractually required contributions for the period as direct and indirect labor costs and recognizes as a liability any contributions due and unpaid. Garney does not directly manage multi-employer plans. Contributions to these plans were $1,133,908 and $1,065,780 for the years ended December 31, 2020 and 2019, respectively. Withdrawal from the plans may require additional payments by Garney depending on funding status. Garney was not a significant participant, defined as contributing more than 5% of the total contributions to the plan for a plan year, in any of the multi-employer plans for the years ended December 31, 2020 and 2019. Garney currently has no intention of withdrawing from any of the multi-employer pension plans in which Garney participates.

19) Risk concentrations

As of December 31, 2020, approximately 18% of Garney's receivables were due from one customer. As of December 31, 2019, approximately 19% of Garney's receivables were due from one customer. Garney had one major customer which contributed to 26% of revenues for the year ended December 31, 2020. Garney had two major customers which contributed to 35% of revenues for the year ended December 31, 2019. As of December 31, 2020 and 2019, there were no significant accounts payable risk concentrations. Garney had no major suppliers for the years ended December 31, 2020 and 2019.

20) Litigation

Garney is party to a number of legal proceedings and believes that the nature and number of these proceedings are typical for a construction firm of its size and scope and that none of these proceedings are material to Garney's financial position.

As of December 31, 2020, $21,000,000 is included in other receivables on the consolidated balance sheet. This amount is held by the court in relation to an ongoing case in which Garney was required to post this amount as a cash bond. Garney expects to prevail in this case and the cash bond will be returned.

21) Subsequent events

Management has performed an evaluation of events that have occurred subsequent to December 31, 2020 and as of March 3, 2021. There have been no subsequent events that occurred during such period that would require disclosure in these consolidated financial statements or would be required to be recognized in the consolidated financial statements as of and for the year ended December 31, 2020.

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INDEPENDENT AUDITORS' REPORT ON CONSOLIDATING INFORMATION

To the Board of Directors

Garney Holding Company
Kansas City, Missouri

We have audited the consolidated financial statements of Garney Holding Company and Subsidiaries as of and for the years ended December 31, 2020 and 2019, and our report thereon dated March 3, 2021, which appears on pages 1 and 2, was qualified as of and for the year ended December 31, 2019 because Garney Holding Company's subsidiary, Garney P3, LLC, reports its investment in Vista Ridge, LLC, a variable interest entity, on the cost method of accounting. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information on pages 23 to 25 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual companies, and it is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the effects on the consolidating balance sheet and consolidating statement of income and retained earnings of the qualified opinion on the consolidated financial statements as described above, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Mayer Hoffman McCann P.C.

Kansas City, Missouri
March 3, 2021

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET

December 31, 2020

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	A&W Maintenance & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii & Garney Equity Holdings & Subs	Eliminations	Consolidated
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	$ 94,928,473	$ 115,828,178	$ 200,000	$ 1,093,862	$ 6,539,343	$ 6,539,343	$ 20,734,671	$ 1,530,272	$ -	$ 247,392,142
Short-term investments	57,601,728	-	-	-	-	-	-	-	-	57,601,728
Contract receivables, net	-	96,167,253	-	-	-	19,130	12,982,543	-	-	109,168,926
Accounts receivable	-	-	-	-	1,071,768	-	-	-	-	1,071,768
Other receivables	-	67,889	21,000,000	-	-	-	-	-	-	21,067,889
Contract assets	-	40,828,112	-	2,305,578	-	59,537	13,675,862	-	-	56,868,889
Current portion of notes receivable	120,008	-	-	-	-	-	-	-	-	120,008
Inventory	-	-	-	-	739,313	-	-	-	-	739,313
Prepaids and deposits	2,465,457	132,905	298,975	-	-	-	58,155	-	-	2,955,492
TOTAL CURRENT ASSETS	155,113,666	253,024,337	21,498,975	3,399,440	8,350,424	6,618,010	47,451,031	1,530,272	-	498,986,155
PROPERTY AND EQUIPMENT										
Land	802,000	-	-	-	-	-	-	-	-	802,000
Land held for sale	2,008,199	-	-	-	-	-	-	-	-	2,008,199
Machinery and equipment	5,628,993	-	-	-	549,972	341,360	-	-	-	6,520,325
Office furniture and equipment	3,899,274	-	-	-	9,012	-	-	-	-	3,908,286
Buildings and improvements	6,482,297	-	-	-	163,909	-	-	-	-	6,646,206
Equipment leased to others	-	-	-	-	2,068,603	-	-	-	-	2,068,603
Property and equipment, at cost	18,820,763	-	-	-	2,791,496	341,360	-	-	-	21,953,619
Less accumulated depreciation	(5,793,157)	-	-	-	(386,551)	(117,011)	-	-	-	(6,296,719)
Property and equipment, net	13,027,606	-	-	-	2,404,945	224,349	-	-	-	15,656,900
GOODWILL, net	4,395,741	-	-	-	6,346,462	-	-	-	-	10,742,203
INTANGIBLE ASSETS, net	-	-	-	-	13,575,328	-	-	-	-	13,575,328
INVESTMENTS IN SUBSIDIARIES	180,675,261	-	-	-	-	-	-	-	(180,675,261)	-
EQUITY IN EQUITY METHOD INVESTMENTS	-	-	500,000	-	-	-	-	250,000	-	750,000
EQUITY IN CONSTRUCTION JOINT VENTURES	-	592,467	-	4,895	-	-	-	-	-	597,362
NOTES RECEIVABLE, less current portion	1,328,691	-	-	-	-	-	-	-	-	1,328,691
DEVELOPMENT COSTS	-	-	-	-	-	-	-	17,660,682	-	17,660,682
OTHER LONG-TERM ASSETS	3,056	-	-	-	1,080,127	-	-	-	-	1,083,182
TOTAL ASSETS	$ 354,544,020	$ 253,616,804	$ 21,998,975	$ 3,404,335	$ 31,757,286	$ 6,842,359	$ 47,451,031	$ 19,440,954	$ (180,675,261)	$ 558,380,503

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET

December 31, 2020

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	A&W Maintenance & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii & Garney Equity Holdings & Subs	Eliminations	Consolidated
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable	$ -	$ 114,335,112	$ -	$ 1,592,866	$ 191,548	$ 69,974	$ 2,582,610	$ 15,692	$ -	$ 118,807,800
Accrued Employee Stock Ownership Plan contributions	3,567,964	-	-	-	-	-	-	-	-	3,567,964
Accrued employee incentive plan liability	36,139,473	-	-	-	-	-	-	-	-	36,139,473
Accrued liabilities	2,864,226	367,612	-	-	500,162	-	386,704	-	-	4,138,706
Contract liabilities	-	77,821,097	-	22,238	-	62,562	171,654	-	-	78,077,551
Current portion of stock appreciation rights	18,787,977	-	-	-	-	-	-	-	-	18,787,977
Current portion of Warren earnout liability	-	-	-	-	398,762	-	-	-	-	398,762
TOTAL CURRENT LIABILITIES	61,379,642	192,523,821	-	1,615,104	1,090,470	152,536	3,140,968	15,692	-	259,918,233
STOCK APPRECIATION RIGHTS, less current portion above	26,075,613	-	-	-	-	-	-	-	-	26,075,613
WARREN EARNOUT LIABILITY, less current portion above	-	-	-	-	2,260,162	-	-	-	-	2,260,162
OTHER LONG-TERM LIABILITIES	3,757,686	-	-	-	60,000	-	328,822	-	-	4,146,508
TOTAL LIABILITIES	91,212,941	192,523,821	-	1,615,104	3,410,632	152,536	3,469,790	15,692	-	292,400,516
STOCKHOLDER'S EQUITY										
Contributed capital										
Common stock	26,243	139,019	-	100	-	-	1,000	1,000	(141,119)	26,243
Additional paid-in capital	13,703,250	-	998,975	1,354,964	23,238,909	4,500,000	-	4,925,000	(35,017,848)	13,703,250
Total contributed capital	13,729,493	139,019	998,975	1,355,064	23,238,909	4,500,000	1,000	4,926,000	(35,158,967)	13,729,493
Retained earnings	297,176,755	59,197,224	21,000,000	(458,001)	5,107,745	2,189,823	43,980,241	14,499,262	(145,516,294)	297,176,755
Treasury stock	(47,575,169)	-	-	-	-	-	-	-	-	(47,575,169)
TOTAL STOCKHOLDER'S EQUITY OF GARNEY HOLDING COMPANY	263,331,079	59,336,243	21,998,975	897,063	28,346,654	6,689,823	43,981,241	19,425,262	(180,675,261)	263,331,079
Non-controlling interest equity	-	1,756,740	-	892,168	-	-	-	-	-	2,648,908
TOTAL EQUITY	263,331,079	61,092,983	21,998,975	1,789,231	28,346,654	6,689,823	43,981,241	19,425,262	(180,675,261)	265,979,987
TOTAL LIABILITIES AND EQUITY	$ 354,544,020	$ 253,616,804	$ 21,998,975	$ 3,404,335	$ 31,757,286	$ 6,842,359	$ 47,451,031	$ 19,440,954	$ (180,675,261)	$ 558,380,503

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF INCOME

Year Ended December 31, 2020

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	A&W Maintenance & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii & Garney Equity Holdings & Subs	Eliminations	Consolidated
Construction revenues	$ -	$ 981,379,519	$ -	$ 864,784	$ -	$ 1,315,777	$ 52,528,272	$ -	$ -	$ 1,036,088,352
Costs of construction revenues	1,019,019	835,736,935	-	864,784	-	649,591	43,985,946	-	(697,664)	881,558,611
CONSTRUCTION GROSS PROFIT (LOSS)	(1,019,019)	145,642,584	-	-	-	666,186	8,542,326	-	697,664	154,529,741
Manufacturing sales, lease, and other revenue	-	-	-	-	6,537,256	-	-	-	(697,664)	5,839,592
Cost of goods sold and leased	-	-	-	-	2,867,248	-	-	-	-	2,867,248
MANUFACTURING GROSS PROFIT	-	-	-	-	3,670,008	-	-	-	(697,664)	2,972,344
TOTAL GROSS PROFIT (LOSS)	(1,019,019)	145,642,584	-	-	3,670,008	666,186	8,542,326	-	-	157,502,085
General and administrative expenses	22,814,766	940	-	-	2,002,067	732,567	32,931	-	-	25,583,271
Employee Stock Ownership Plan contribution expense	19,424,642	-	-	-	-	-	-	-	-	19,424,642
Employee incentive plan and share-based compensation expense	22,725,050	28,140,376	-	(105)	518,652	36,625	1,979,580	-	-	53,400,178
OPERATING INCOME (LOSS)	(65,983,477)	117,501,268	-	105	1,149,289	(103,006)	6,529,815	-	-	59,093,994
OTHER INCOME (EXPENSE)										
Investment income	2,409,242	61,693	-	-	-	-	-	-	-	2,470,935
Unrealized gain (loss) on trading securities	2,306,008	-	-	-	-	-	-	-	-	2,306,008
Amortization of goodwill and intangibles	(1,465,260)	-	-	-	(2,545,644)	-	-	-	-	(4,010,904)
Equity in income of construction joint ventures	-	197,467	-	(5)	-	-	-	-	-	197,462
Miscellaneous expense	(150,000)	(346,354)	-	-	-	-	-	-	-	(496,354)
Loss on asset disposal	(484,341)	-	-	-	-	-	-	-	-	(484,341)
Interest income	41,467	-	-	-	-	-	-	-	-	41,467
Equity in earnings of subsidiaries	32,450,782	-	-	-	-	-	-	-	(32,450,782)	-
Transfer pricing fee	81,179,683	(76,811,795)	-	-	-	-	(4,367,888)	-	-	-
TOTAL OTHER INCOME (EXPENSE)	116,287,581	(76,898,989)	-	(5)	(2,545,644)	-	(4,367,888)	-	(32,450,782)	24,273
NET INCOME (LOSS)	50,304,104	40,602,279	-	100	(1,396,355)	(103,006)	2,161,927	-	(32,450,782)	59,118,267
NET INCOME ATTRIBUTABLE TO NON-CONTROLLING INTERESTS	-	8,814,163	-	-	-	-	-	-	-	8,814,163
NET INCOME (LOSS) ATTRIBUTABLE TO GARNEY HOLDING COMPANY	$ 50,304,104	$ 31,788,116	$ -	$ 100	$ (1,396,355)	$ (103,006)	$ 2,161,927	$ -	$ (32,450,782)	$ 50,304,104

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

Years Ended December 31, 2019 and 2018

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors

Garney Holding Company
Kansas City, Missouri

We have audited the accompanying consolidated financial statements of Garney Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Basis for Qualified Opinion

As discussed in Note 1 to the consolidated financial statements, Garney Holding Company's subsidiary, Garney P3, LLC, reports its investment in Vista Ridge, LLC on the cost method of accounting. In our opinion, accounting principles generally accepted in the United States of America require Vista Ridge, LLC to be consolidated. If the consolidated financial statements of Vista Ridge, LLC had been consolidated with those of Garney Holding Company, total assets would be increased by approximately $884,000,000 and $770,000,000 as of December 31, 2019 and 2018; total liabilities would be increased by approximately $841,000,000 and $718,000,000 as of December 31, 2019 and 2018; net income would decrease approximately $1,700,000 for the year ended December 31, 2019 and increase approximately $600,000 for the year ended December 31, 2018; and net income attributable to Garney Holding Company would have decreased by approximately $867,000 and increased approximately $306,000 for the years ended December 31, 2019 and 2018, respectively.

Qualified Opinion

In our opinion, except for the effects of not consolidating all entities, as discussed in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Garney Holding Company and Subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Mayer Hoffman McCann P.C.

Kansas City, Missouri
March 6, 2020

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2019 and 2018

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 231,891,930	$ 277,661,684
Short-term investments	72,554,048	70,049,092
Contract receivables, net	99,466,273	180,181,947
Accounts receivable	945,041	1,358,257
Other receivables	-	14,650,000
Costs and estimated earnings in excess of billings on contracts in progress	-	31,061,876
Contract assets	61,286,830	-
Inventory	767,732	1,657,235
Prepaids and deposits	4,230,808	3,441,166
TOTAL CURRENT ASSETS	471,142,662	580,061,257
PROPERTY AND EQUIPMENT, net	13,809,501	13,622,219
GOODWILL, net	13,000,771	15,259,339
INTANGIBLE ASSETS, net	15,327,664	17,080,000
EQUITY IN UNCONSOLIDATED SUBSIDIARY	35,372,962	35,372,962
EQUITY IN EQUITY METHOD INVESTMENTS	2,962,154	500,000
EQUITY IN CONSTRUCTION JOINT VENTURES	4,900	4,866
OTHER LONG-TERM ASSETS	317,395	340,000
TOTAL ASSETS	$ 551,938,008	$ 662,240,643
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	$ 107,703,715	$ 86,775,777
Accrued Employee Stock Ownership Plan contributions	3,610,313	3,271,619
Accrued employee incentive plan liability	42,537,107	41,552,044
Accrued liabilities	4,735,008	5,336,603
Billings in excess of costs and estimated earnings on contracts in progress	-	206,793,842
Contract liabilities	85,732,623	-
Warren purchase price payable	-	24,588,909
Current portion of stock appreciation rights	14,615,661	10,440,620
Current portion of Warren earnout liability	398,762	-
TOTAL CURRENT LIABILITIES	259,233,188	378,759,414
STOCK APPRECIATION RIGHTS, less current portion above	23,845,556	18,990,157
WARREN EARNOUT LIABILITY, less current portion above	3,003,591	3,423,419
OTHER LONG-TERM LIABILITIES	5,464,345	5,464,345
TOTAL LIABILITIES	291,046,680	406,637,335
STOCKHOLDER'S EQUITY		
Contributed capital		
Common stock: authorized 15,000,000 shares of $0.01 par value; 2,624,291 issued and 1,975,856 outstanding shares	26,243	26,243
Additional paid-in capital	13,703,250	13,703,250
Total contributed capital	13,729,493	13,729,493
Retained earnings	292,278,259	285,104,136
Treasury stock, at cost - 648,435 shares	(47,575,169)	(47,575,169)
TOTAL STOCKHOLDER'S EQUITY OF GARNEY HOLDING COMPANY	258,432,583	251,258,459
Non-controlling interest equity	2,458,745	4,344,849
TOTAL EQUITY	260,891,328	255,603,308
TOTAL LIABILITIES AND EQUITY	$ 551,938,008	$ 662,240,643

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See Notes to Consolidated Financial Statements

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

Years Ended December 31, 2019 and 2018

	2019	2018
Construction revenues	$ 1,108,910,032	$ 920,403,914
Costs of construction revenues	919,969,429	733,838,960
CONSTRUCTION GROSS PROFIT	188,940,603	186,564,954
Manufacturing sales and other revenue	6,713,854	1,099,124
Cost of goods sold and leased	3,070,923	404,473
MANUFACTURING GROSS PROFIT	3,642,931	694,650
TOTAL GROSS PROFIT	192,583,534	187,259,604
General and administrative expenses	23,158,431	18,631,877
Employee Stock Ownership Plan contribution expense	17,568,893	15,293,839
Employee incentive plan and share-based compensation expense	63,664,487	59,489,246
OPERATING INCOME	88,191,723	93,844,642
OTHER INCOME (EXPENSE)		
Investment income	5,471,139	4,905,496
Unrealized gain (loss) on trading securities	2,948,501	(1,348,168)
Amortization of goodwill and intangibles	(4,010,904)	(1,465,260)
Equity in income of construction joint ventures	34	68,787
Miscellaneous expense	(970,000)	(336,016)
TOTAL OTHER INCOME (EXPENSE)	3,438,770	1,824,839
NET INCOME	91,630,493	95,669,482
NET INCOME ATTRIBUTABLE TO NON-CONTROLLING INTERESTS	1,053,897	4,832,172
NET INCOME ATTRIBUTABLE TO GARNEY HOLDING COMPANY	$ 90,576,597	$ 90,837,310

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

Years Ended December 31, 2019 and 2018

	Common stock	Additional paid-in capital	Retained earnings	Treasury stock	Total stockholder's equity of Garney Holding Company	Non-controlling interest equity	Total equity
Balance, January 1, 2018	$ 26,243	$ 13,703,250	$ 226,879,705	$ (47,575,169)	$ 193,034,028	$ 2,506,677	$ 195,540,705
Distributions	-	-	(32,612,880)	-	(32,612,880)	(2,994,000)	(35,606,880)
Net income	-	-	90,837,310	-	90,837,310	4,832,172	95,669,482
Balance, December 31, 2018	26,243	13,703,250	285,104,136	(47,575,169)	251,258,459	4,344,849	255,603,308
Distributions	-	-	(83,402,473)	-	(83,402,473)	(2,940,000)	(86,342,473)
Net income	-	-	90,576,597	-	90,576,597	1,053,897	91,630,493
Balance, December 31, 2019	$ 26,243	$ 13,703,250	$ 292,278,259	$ (47,575,169)	$ 258,432,583	$ 2,458,745	$ 260,891,328

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See Notes to Consolidated Financial Statements

GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended December 31, 2019 and 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income attributable to Garney Holding Company	$ 90,576,597	$ 90,837,310
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	1,740,789	1,213,570
Gain on sale of property and equipment	(72,828)	(241,374)
Amortization of goodwill and intangibles	4,010,904	1,465,260
Unrealized (gain) loss on short-term investments	(2,948,501)	1,348,168
Compensation expense for stock appreciation rights	18,879,340	15,789,325
Equity in earnings of JV's	(34)	(68,787)
Non-controlling interest earnings	1,053,897	4,832,172
Decrease (increase) in operating assets		
Contract receivables, net	(1,393,236)	(23,580,657)
Accounts receivable	413,216	(386,587)
Other receivables	14,650,000	(14,650,000)
Costs and estimated earnings in excess of billings on contracts in progress	-	(3,826,305)
Contract assets	(7,354,313)	-
Inventory	889,503	296,228
Prepaids and deposits	(789,642)	(933,368)
Increase (decrease) in liabilities		
Accounts payable	20,927,938	17,110,598
Accrued Employee Stock Ownership Plan contributions	338,694	448,791
Accrued employee incentive plan liability	985,062	6,806,533
Accrued liabilities	(601,596)	350,040
Billings in excess of costs and estimated earnings on contracts in progress	-	29,808,528
Contract liabilities	(61,822,950)	-
Stock appreciation rights	(10,448,900)	(9,120,164)
NET CASH FLOWS FROM OPERATING ACTIVITIES	69,033,940	117,499,280
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,966,243)	(1,833,654)
Proceeds from sale of property and equipment	111,000	634,052
Purchases of and reinvestments into trading securities	(12,723,554)	(13,141,339)
Proceeds from sales of trading securities	13,167,099	9,240,605
Capital investment in equity method investment	(2,462,154)	(500,000)
Distribution from joint ventures	-	1,657,316
Other long-term assets	22,605	(189,545)
Purchase of Warren Environmental & Coatings, LLC, see Note 17	(24,588,909)	(3,150,000)
Payments to reduce Warren products earnout liabilty	(21,067)	(26,581)
NET CASH FLOWS FROM INVESTING ACTIVITIES	(28,461,222)	(7,309,145)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions	(83,402,473)	(32,612,880)
Non-controlling interest equity	(2,940,000)	(2,994,000)
NET CASH FLOWS FROM FINANCING ACTIVITIES	(86,342,472)	(35,606,880)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(45,769,754)	74,583,255
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	277,661,684	203,078,429
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 231,891,931	$ 277,661,684

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See Notes to Consolidated Financial Statements

1) Summary of significant accounting policies

Principles of consolidation -

The accompanying consolidated financial statements include the accounts of Garney Holding Company (GHC) (an employee-owned company) and its wholly-owned subsidiaries, Garney Companies, Inc. (including its wholly-owned subsidiary Garney P3, LLC (GP3) and GP3's cost method investment in Vista Ridge, LLC (VR), and its consolidated joint venture Garney/Wharton Smith), Garney Federal, Inc. (including its consolidated joint venture CWG, JV), Garney Pacific, Inc., Garney Hawaii, Inc., Warren Environmental & Coatings, LLC (Warren) (See Note 17), A&W Maintenance & Coatings, LLC (A&W) (See Note 17), and GP3 II, LLC, hereinafter collectively referred to as "Garney". All significant intercompany balances and transactions have been eliminated in consolidation.

Garney elected to record VR on the cost method of accounting instead of full consolidation. As of December 31, 2019 and 2018, the cost method investment in VR totaled $35,372,962 and is included in equity in unconsolidated subsidiary on the consolidated balance sheets. Garney believes the cost method provides a more accurate representation of the risks of Garney's investment and associated revenues and expenses from construction activities. Garney does not guarantee any liabilities of VR and has no additional capital contributions required, with the exception of the $20,619,719 contribution due April 2020, currently supported by a letter of credit, as discussed in Note 9. If the financial statements of VR had been consolidated with those of Garney, total assets would have increased by approximately $884,000,000, total liabilities would be increased by approximately $841,000,000, beginning retained earnings would be decreased by approximately $3,800,000 from the adoption of Topic 606 for revenue recognition, net income would be decreased by approximately $1,700,000, and net income attributable to Garney would be decreased by approximately $867,000 as of and for the year ended December 31, 2019. Total assets would have increased by approximately $770,000,000, total liabilities would be increased by approximately $718,000,000, net income would be increased by approximately $600,000, and net income attributable to Garney would be increased by approximately $306,000 as of and for the year ended December 31, 2018.

Garney participates in various joint ventures and partnerships (joint ventures). Garney uses the equity method of accounting for joint ventures in which it has the ability to exercise significant influence, but not control. Garney consolidates those joint ventures where it has determined that it has a variable interest and it is the primary beneficiary as defined by Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810, Consolidation, and related standards. The factors used to determine the primary beneficiary of a variable interest entity (VIE) include the decision authority of each partner, which partner manages the day-to-day operations of the project and the amount of equity investment in relation to that of other partners.

Nature of operations -

Garney specializes in water and wastewater construction. Operations are overseen by Profit Center Officers and Directors. Profit centers focus on pipelines (the Pipe Group),on treatment plants, pump stations and tanks (the Plant Group), and on epoxy manufacturing and application (Epoxy Coatings). Profit Centers perform work for municipal, industrial, private, and Federal government clients. Geographically, work is performed throughout the U.S. Work is procured through traditional hard-bid and qualifications-based, alternative-delivery methods. Garney, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of December 31, 2019 and 2018.

Operating cycle -

Assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying consolidated balance sheets as they will be liquidated in the normal course of contract completion, although this may require more than one year.

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1) **Summary of significant accounting policies (continued)**

Use of estimates -

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of accounts receivable, fair value of trading securities and intangible assets, and estimated useful lives of property and equipment and intangible assets. Management's estimates and assumptions are derived from and are continually evaluated based upon available information, judgment, and experience. Because of inherent uncertainties in estimating costs on construction contracts, it is at least reasonably possible that the estimates used will change within the near term.

Revenue and cost recognition on construction contracts and epoxy sales -

Garney adopted ASC Topic 606 Revenue from Contracts with Customers (Topic 606) effective January 1, 2019, using the modified retrospective method. Therefore, financial results for periods beginning January 1, 2019 are presented under the new accounting standard, while financial results for prior periods are presented under historical accounting policies. Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract
2. Identify performance obligations
3. Determine the transaction price
4. Allocate the transaction price
5. Recognize revenue

Revenue is derived from fixed price, unit price, guaranteed maximum price, master service arrangements, job order contracting and time and materials construction contracts. The length of contracts vary and can span several months or years. The amount of revenue to be earned from construction contracts is measured based on the amount of consideration specified in the original contract plus the value of subsequent modifications to the original contract.

Most contracts include clauses providing for termination of the contract at the convenience of the counterparty. These clauses require payment for work performed through the date of termination, including demobilization cost.

To determine the proper revenue recognition method for contracts, Garney evaluates whether two or more contracts should be combined and evaluated as a single contract. A contract is evaluated to determine if it should be accounted for as one performance obligation or more than one performance obligation. Contracts are considered to have a single performance obligation if the promise to transfer the individual goods or services is not distinct from other promises in the contracts. Generally, contracts are not combined for evaluation and each contract is determined to have a single performance obligation. These evaluations require significant judgment and could change the amount of revenue and profit recorded in a given period.

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1) **Summary of significant accounting policies (continued)**

Revenue and cost recognition on construction contracts and epoxy sales (continued) -
Garney recognizes revenue from construction contracts over time as performance obligations are satisfied, due to the continuous transfer of control to the customer. Garney's contracts for pipeline construction, site construction, and epoxy applications recognize gross profit and revenue on long-term contracts, measured by the percentage of labor costs incurred to date to estimated total labor costs for each contract. This method is used because management considers total labor costs to be the best available measure of progress on these contracts. Garney's performance of the contract follows labor costs (more difficult sections of pipeline construction require more labor), which is why this is the best measure of progress. Material costs are recorded in the job at a zero gross margin, making the revenue recognized equal to the cost of the material.

Garney's contracts for water treatment plant construction recognizes gross profit and revenue on long-term contracts, measured by the percentage of total costs, excluding materials, incurred to date to estimated total costs, excluding materials, for each contract. This method is used because management considers total costs, excluding materials, to be the best available measure of progress on these contracts. Garney's performance of the contract follows labor, subcontractor, and equipment costs (more difficult sections of plant construction require more labor, specialty subcontractors, and large equipment), which is why this is the best measure of progress. Material costs are recorded in the job at a zero gross margin, making the revenue recognized equal to the cost of the material.

For contracts with multiple performance obligations, the transaction price is allocated to each performance obligation using Garney's best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which expected costs of satisfying a performance obligation are forecasted and then an appropriate margin for that distinct good or service is added to the forecasted costs.

Garney recognizes revenue on epoxy sales after the product has shipped and title has transferred to the customer.

Contract costs include all direct material, labor and subcontractor costs and indirect costs related to contract performance. Changes to total estimated contract cost are recognized through a cumulative catch-up in the period in which they are determined as assessed at the performance obligation level. When total estimated costs exceed the amount of revenue to be earned from the performance obligation, the estimated loss is recognized in the period in which the loss is determined. Customer-furnished materials are included in both contract revenue and cost of revenue when management concludes that the Company has obtained control of the customer-furnished materials. Customer-furnished materials recognized in revenue and cost of revenue are measured at fair value as of the inception date of the contract.

Contracts are often modified to account for changes in contract specifications and requirements. The effect of a contract modification on the transaction price and Garney's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

Costs incurred pursuing a contract (pre-contract costs) are generally expensed as incurred and included in operating expenses unless they are expected to be recovered from the customer. If recovery is expected, pre-contract costs are capitalized, classified as a current asset under contract assets and amortized to contract costs over the period the related performance obligation is satisfied. Costs to mobilize equipment and labor to a job site prior to substantive work beginning (mobilization costs) are generally charged to the contract as incurred when they are an integrated part of the performance obligation being transferred to the client.

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1) **Summary of significant accounting policies (continued)**

Revenue and cost recognition on construction contracts and epoxy sales (continued) -
Contract assets include amounts due under retainage provisions as well as costs and estimated earnings in excess of billings. Retainage represents amounts withheld from billings by customers pursuant to the contract and are not payable until completion of specific tasks or the project. Retainage may also be subject to restrictive conditions such as performance guarantees. Costs and estimated earnings in excess of billings are amounts earned and reimbursable under contracts, but have not met a conditional right for billing and payment, such as achievement of milestones or completion of the project.

Contract liabilities consist of provisions for losses and billings in excess of costs and estimated earnings. Provisions for losses are recognized in the period when the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition.

Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period and are classified as current as Garney anticipates that amounts associated with contract assets and contract liabilities will be realized within one year.

Sales taxes -
Garney records revenues net of any sales tax collected.

Advertising -
Garney expenses advertising costs as they are incurred. Advertising expenses for the years ended December 31, 2019 and 2018, were $178,749 and $74,766, respectively.

Treasury stock -
Common stock held in GHC's treasury has been recorded at cost.

Income taxes -
The stockholder of GHC has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, GHC does not pay corporate income taxes on its income, nor is it allowed a net operating loss carryforward or a carryback as a deduction. Instead, the stockholder is liable for income tax on GHC's taxable income or loss. Accordingly, no provision has been made for federal income taxes. Garney pays certain state and local income taxes.

There has been no interest or penalties recognized either in the consolidated statements of income or in the consolidated balance sheets related to uncertain tax positions. In addition, no tax positions exist for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next 12 months. Tax years with open statutes of limitations are 2016 and forward.

Reclassification -
Certain items in the 2018 consolidated financial statements have been reclassified to conform to the 2019 consolidated financial statement presentation.

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1) Summary of significant accounting policies (continued)

Cash and cash equivalents -

Garney considers cash on hand, bank checking accounts, overnight investment accounts, money market accounts, and temporary investments with an original maturity of three months or less to be cash equivalents. Garney maintains its cash at several financial institutions which, at times, is in excess of federally insured limits. Management monitors the soundness of these financial institutions and feels Garney's risk is negligible. Garney has not experienced any losses in such accounts. At December 31, 2019 and 2018 Garney had approximately $211,000,000 and $265,000,000, respectively, in excess of FDIC and SIPC insurance limits.

Certain of Garney's insurance agreements require Garney to post cash collateral. These cash amounts are reported in the consolidated balance sheets depending on when the cash will be contractually released. At December 31, 2019 and 2018, such restricted cash amounts were $1,518,888.

Investments -

Garney determines the appropriate classification of its investments in debt and equity securities at the time of purchase and re-evaluates such determinations at each balance sheet date. Debt securities are classified as held-to-maturity when Garney has the positive intent and ability to hold the securities to maturity. Held-to-maturity securities are classified as either short-term or long-term on the balance sheet based on their contractual maturity dates and are stated at amortized cost. Debt and equity securities that are bought and held principally for the purpose of selling them in the near-term are classified as trading securities and are reported at fair value, with unrealized gains and losses recognized in earnings. Debt securities not classified as held-to-maturity or trading securities are classified as available-for-sale and are carried at fair market value, with unrealized gains and losses included in the determination of comprehensive income (loss) and reported in stockholder's equity.

The cost of securities sold is based on the specific identification method.

Contract receivables and accounts receivable -

Garney grants credit generally without collateral to qualified customers and retains lien rights if available against the property. Garney does not accrue finance or interest charges. Contract receivables and accounts receivable are carried at cost less an allowance for losses, if an allowance is deemed necessary. On a periodic basis, Garney evaluates its contract receivables and accounts receivable to determine the necessity for an allowance for losses, based on history of past write-offs, collections, and current conditions. Contract receivables and accounts receivable are written off when it is determined that all collection efforts have been exhausted.

Inventory -

Inventory is stated at the lower of standard cost or net realizable value. Standard cost has been determined using the average cost basis and is updated periodically based on the most recent invoice cost for raw materials and the approximate production cost of finished goods. Net realizable value has been determined using replacement cost less allowance for selling and distribution expenses and normal gross profit. An allowance for excess and obsolete inventory is provided when necessary; no such allowance was deemed necessary as of December 31, 2019 or 2018.

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1) **Summary of significant accounting policies (continued)**

Shipping and handling costs -

Shipping costs billed to customers are considered manufacturing revenue and the related shipping costs as a cost of goods sold.

Property and equipment -

Depreciation of property and equipment is computed over their estimated useful lives by the straight line method.

Asset	Useful life
Buildings and improvements	15-39 years
Machinery and equipment	3-10 years
Office furniture and equipment	3-7 years

Long-lived assets -

Long-lived assets and certain identifiable intangibles to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset.

Goodwill and intangibles -

The cost of investments in purchased companies in excess of the underlying fair value of net assets at date of acquisition are recorded as goodwill. Garney adopted ASU 2014-02 effective January 1, 2014 and amortizes goodwill over a 10-year period. Amortization of intangible assets is computed over their estimated useful lives. Patents have an estimated useful life of 10 years and trade names have an estimated useful life of 3 years.

Fair value of financial instruments and fair value measurements -

Fair value for items measured and reported on a fair value basis in the financial statements is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The exit price is based on the amount that the holder of the asset or liability would receive or need to pay in an actual transaction (or in a hypothetical transaction if an actual transaction does not exist) at the measurement date. In some circumstances, the entry and exit price may be the same; however, they are conceptually different.

Fair value is generally determined based on quoted market prices in active markets for identical assets or liabilities. If quoted market prices are not available, Garney uses valuation techniques that place greater reliance on observable inputs and less reliance on unobservable inputs. In measuring fair value, Garney may make adjustments for risks and uncertainties if a market participant would include such an adjustment in its pricing.

Garney's financial instruments include cash and cash equivalents, contract and accounts receivable, and accounts payable. The recorded values of cash and cash equivalents, contract and accounts receivable, and accounts payable approximate their fair values based on their short-term nature. Garney has no borrowings outstanding on its line of credit.

Fair values of short-term investments are established based upon quoted market prices.

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1) Summary of significant accounting policies (continued)

Stock appreciation rights -

GHC issues certain stock appreciation rights (SARs) which will be settled in cash upon becoming fully vested at the earlier of five years or if the participant retires upon reaching normal retirement age as defined in the SARs agreements. Because of the complexity of the terms of the SARs, management has determined that it is not reasonably possible to estimate their fair value at the grant date. Accordingly, the SARs are accounted for using the intrinsic value method. The SARs are reported as liabilities on Garney's consolidated balance sheets and will be re-measured at each financial reporting date through the date of settlement.

2) Investments

	December 31, 2019	December 31, 2018
Short-term investments		
Corporate bonds	$ 53,283,613	$ 50,355,507
State and local government entity bonds	5,237,907	4,958,415
Asset-backed securities	3,616,008	5,500,291
U.S. government and agency securities	433,366	900,824
U.S. government bonds	9,917,681	7,929,476
Mortgage-backed securities	65,473	404,579
	$ 72,554,048	$ 70,049,092

Garney has determined that the appropriate classification for investments held is trading securities. The unrealized gains and losses of all trading securities are recognized on the consolidated statements of income and included in unrealized gain (loss) on trading securities.

3) Contract receivables

	December 31, 2019	December 31, 2018
Contracts in progress	$ 100,166,273	$ 180,881,947
Allowance for losses	(700,000)	(700,000)
Contract receivables, net	$ 99,466,273	$ 180,181,947

4) Accounts payable

	December 31, 2019	December 31, 2018
Accounts payable, current	$ 76,377,878	$ 63,343,775
Accounts payable, retainage	31,325,837	23,432,002
Accounts payable	$ 107,703,715	$ 86,775,777

Accounts payable, retainage expected to be held longer than one year was $9,291,560 and $8,339,060 at December 31, 2019 and 2018, respectively.

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5) Contract assets and liabilities

	December 31, 2019	December 31, 2018
Costs incurred on contracts in progress	$ 2,135,789,832	$ 1,685,742,796
Estimated earnings	401,841,677	305,198,382
Total costs and estimated earnings on contracts in progress	2,537,631,509	1,990,941,178
Less billings to date	2,656,908,590	2,166,673,144
	$ (119,277,081)	$ (175,731,966)
Included in the accompanying consolidated balance sheets under the following captions for 2018 and as noted below for 2019:		
Costs and estimated earnings in excess of billings on contracts in progress	21,191,850	31,061,876
Billings in excess of costs and estimated earnings on contracts in progress	(140,468,931)	(206,793,842)
	$ (119,277,081)	$ (175,731,966)

	December 31, 2019	January 1, 2019
Costs and estimated earnings in excess of billings on contracts in progress	21,191,850	31,061,876
Contract retainage	40,094,980	22,870,641
Total contract assets	$ 61,286,830	$ 53,932,517
Billings in excess of costs and estimated earnings on contracts in progress	140,468,931	206,793,842
Contract retainage	(54,736,308)	(59,238,269)
Total contract liabilities	$ 85,732,623	$ 147,555,573

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6) Inventory

	December 31, 2019	December 31, 2018
Raw materials	$ 419,275	$ 660,933
Finished goods	348,457	996,302
Inventory	$ 767,732	$ 1,657,235

7) Property and equipment

	December 31, 2019	December 31, 2018
Cost		
Land	$ 1,092,000	$ 1,092,000
Land held for sale	2,008,199	2,008,199
Machinery and equipment	7,043,621	6,914,271
Office furniture and equipment	2,541,051	2,008,807
Buildings and improvements	5,850,840	5,850,840
Equipment leased to others	1,105,819	-
Total cost of property and equipment	19,641,530	17,874,117
Accumulated depreciation	(5,832,029)	(4,251,898)
Property and equipment, net	$ 13,809,501	$ 13,622,219

Depreciation expense for property and equipment was $1,740,789 and $1,213,570 for the years ended December 31, 2019 and 2018, respectively.

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8) Goodwill and intangible assets

	December 31, 2019	December 31, 2018
Goodwill	$ 22,585,639	$ 22,585,639
Accumulated amortization	(9,584,868)	(7,326,300)
Goodwill, net	$ 13,000,771	$ 15,259,339
Patents	$ 16,890,000	$ 16,890,000
Trade name	190,000	190,000
Total cost of intangible assets	17,080,000	17,080,000
Accumulated amortization	(1,752,336)	-
Intangible assets, net	$ 15,327,664	$ 17,080,000

Amortization expense totaled $4,010,904 and $1,465,260 for the years ended December 31, 2019 and 2018, respectively, and is included in other expense on the consolidated statements of income.

Future amortization of goodwill and intangible assets is as follows:

Years Ending December 31,	
2020	$ 4,010,901
2021	4,010,901
2022	3,947,568
2023	3,947,529
2024	2,482,368
Thereafter	9,929,228
Total	$ 28,328,495

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9) Line of credit

Garney has available a line of credit up to $75,000,000 with a bank. The line carries an interest rate at the one month LIBOR daily floating rate plus 1.50% (3.26% at December 31, 2019). Monthly payments of interest on outstanding principal are due through November 2022, at which time the entire amount of unpaid principal and any unpaid interest are due if the line is not renewed. The line is collateralized by all accounts of Garney. The line of credit is subject to various financial covenants. No borrowings were outstanding under the line at December 31, 2019 or 2018. However, Garney had letters of credit outstanding at December 31, 2019 and 2018 totaling $55,624,718 and $35,624,719, respectively, which reduce the amount of borrowing available on the line of credit. $20,619,719 of the outstanding letters of credit serve as collateral for an additional equity contribution to VR, due April 2020, at which point the amount will be paid and the letter of credit will be cancelled. Additionally, $15,000,000 of the outstanding letters of credit are required under a design-build contract and $20,000,000 was required in exchange for a 35% equity interest in New Mexico Regional Water, LLC.

10) Self-insurance liabilities

Garney has a worker's compensation policy whereby Garney is liable for claims up to a maximum amount of $300,000 ($400,000 for 2018) per occurrence for specific claims and with no aggregate plan limit for total claims per plan year. Garney has a health insurance policy for employees whereby Garney is liable for claims up to a maximum of $250,000 ($350,000 for 2018) per occurrence with no maximum per employee for the plan year. Garney has included $1,713,036 and $1,317,541 in accrued liabilities at December 31, 2019 and 2018, respectively, to reflect an estimate of all costs necessary to close both outstanding claims and potential unreported incurred claims.

11) Employee stock ownership plan

The Board of Directors of GHC adopted the Garney Holding Company Employee Stock Ownership Plan and Trust (ESOP) on January 1, 1986. The ESOP covers eligible employees of Garney. An employee becomes eligible on the first date of employment with Garney. Employer contributions and earnings distributions to the ESOP are made as directed by the Board of Directors of GHC.

The ESOP has a 401(k) feature and provides for participant investment direction of contributions received from voluntary wage reductions. Employees may elect to contribute up to 25% of compensation. Garney matches the employee's contribution in shares of GHC stock. The matching percentage is 100% of the first 1% of compensation and 50% of the next 5% of compensation for a maximum matching percentage of 3.5%.

Garney expensed contributions of $17,568,893 and $15,293,839 to the ESOP during the years ended December 31, 2019 and 2018, respectively. ESOP contribution expense consisted of the following:

	December 31,	
	2019	2018
401(k) matching contributions	$ 3,394,358	$ 2,952,882
Board of Directors discretionary contributions	14,174,535	12,340,957
Total ESOP contribution expense	$ 17,568,893	$ 15,293,839

Garney's bylaws restrict ownership of substantially all shares of Garney's stock to current employees and the ESOP trust. Currently, all outstanding shares are owned by the ESOP trust. Participants generally receive distributions entirely in cash based on the current fair market value of the shares in their accounts. The fair value of Garney's common stock at December 31, 2019, based on initial estimate, was $312.36 per share. The fair value of Garney's common stock at December 31, 2018, based on appraisal, was $274.36 per share.

The ESOP contains a requirement that Garney repurchase employee's shares after termination of employment, and distribute the proceeds after a five-year waiting period. The distribution is accelerated immediately once the employee attains normal retirement as defined by the ESOP or in the event of death or disability.

Garney performs a repurchase study on an annual basis. As of December 31, 2019, the results of this study indicate that the ESOP trust is capable of managing its repurchase obligations through the next ten years, using investments currently controlled by the ESOP trust and the estimated contributions and earnings distributions expected to be made by Garney to the ESOP trust over that same period.

The ESOP plan is audited annually, and Form 5500 is filed with the Internal Revenue Service.

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12) Employee incentive plans

Garney has an incentive bonus plan for substantially all employees. The total bonus pool is calculated using a formula that is further divided into amounts for various employee categories. The individual employee bonuses are determined based on management's evaluation of performance within each category. Employee incentive plan expense was $44,785,147 and $43,699,921 for the years ended December 31, 2019 and 2018, respectively.

13) Share-based compensation

Garney has granted cash-settled stock appreciation rights (SARs) with a five-year life to certain employees. Each SAR entitles the holder to receive an amount in cash for the difference in value of a share of GHC stock at the end of the 5-year vesting period plus any dividend credits over the value at the date of grant. SARs granted and outstanding as of December 31, 2019 are as follows:

Date of grant and year vested		Stock price at grant date	SARs granted
Granted January 1, 2015, vested 2020	$	140.48	51,000
Granted January 1, 2016, vested 2021		143.61	48,000
Granted January 1, 2017, vested 2022		175.43	64,000
Granted January 1, 2018, vested 2023		216.26	49,750
Granted January 1, 2019, vested 2024		274.36	37,800

Compensation cost equal to the increase in the fair value of GHC's stock over the value at date of grant plus dividend credits will be recognized over the five-year service period. The estimated fair value of one SAR unit, plus dividend credits of $112.72 and $82.51, respectively, is $284.60 at December 31, 2019 and $227.15 at December 31, 2018. Accordingly, the intrinsic value of the SARs is $52,433,195 at December 31, 2019 and $42,785,278 at December 31, 2018. The share-based compensation liability at December 31, 2019 and 2018, was $37,861,217 and $29,430,777, respectively. Compensation cost recognized was $18,879,340 for 2019 and $15,789,325 for 2018.

The following is an analysis of issued and outstanding SARs:

	Number of SARs		Average intrinsic value
SARs outstanding, January 1, 2018	261,000	$	234.24
Granted 2018	49,750		154.82
Exercised and paid 2018	(52,000)		172.86
SARs outstanding, December 31, 2018	258,750		231.30
Granted 2019	37,800		80.21
Exercised and paid 2019	(46,000)		227.15
SARs outstanding, December 31, 2019	250,550		209.27

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14) Operating leases

Garney leases certain equipment and office space from related and unrelated parties under operating leases expiring from 2020 through 2025. In the normal course of business, operating leases are generally renewed or replaced by other leases. Rental payments associated with operating leases are charged to expense as incurred. Rental payments under operating leases for the years ended December 31, 2019 and 2018 were $13,343,792 and $11,960,576, respectively. Minimum future lease payments under non-cancelable operating leases with terms in excess of one year, including the lease for Garney's new corporate headquarters which was signed January 2020, are as follows:

Years Ending December 31,		
2020	$	6,193,309
2021		4,057,586
2022		915,631
2023		501,591
2024		354,204
Thereafter		236,136
	$	12,258,457

15) Fair value measurement

Garney currently records trading securities at fair value based upon a fair value hierarchy that distinguishes between assumptions based on market data (observable inputs) and Garney's assumptions (unobservable inputs). Determining where an asset or liability falls within that hierarchy depends on the lowest-level input that is significant to the fair value measurements as a whole. An adjustment to the pricing method used within Level 2 inputs could generate a fair value measurement that effectively falls in a lower level in the hierarchy.

Garney's investments in bonds are measured at fair value on a recurring basis and are valued using Level 2 measurement techniques.

Garney currently has no financial liabilities measured at fair value on a recurring basis. Garney currently has no non-financial liabilities measured at fair value on a nonrecurring basis.

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16) Joint ventures

Garney participates in various construction joint venture partnerships. Each construction joint venture is formed to complete construction contracts and is jointly controlled by the joint venture partners. The joint venture agreements provide that Garney's interests in any profits and assets, and Garney's respective share in any losses and liabilities resulting from the performance of the contract are limited to Garney's stated percentage interest in the project. Garney has no significant commitments beyond completion of the contracts. Under the contractual arrangements, Garney provides capital to these joint ventures in return for an ownership interest. In addition, partners dedicate resources to the ventures necessary to complete the contracts and are reimbursed for their cost. The operational risks of each construction joint venture are passed along to the joint venture partners. As Garney absorbs its share of these risks, Garney's investment in each venture is exposed to potential losses.

For the years ended December 31, 2019 and 2018, Garney was involved in two joint ventures in which its ownership was majority-owned or Garney was determined to have ultimate decision making power. These entities are consolidated in the accompanying consolidated financial statements.

For the year ended December 31, 2019, Garney was involved in two joint ventures in which its ownership was not majority-owned and Garney was not considered to be the primary beneficiary of the joint ventures. For the year ended December 31, 2018, Garney was involved in three joint ventures in which its ownership was not majority-owned and Garney was not considered to be the primary beneficiary of the joint ventures. Garney has accounted for these joint ventures under the equity method. The equity in construction joint ventures on the consolidated balance sheets was $4,900 and $4,866 at December 31, 2019 and 2018,

Summary financial information related to the total unconsolidated construction joint ventures as of and for the years ended December 31, 2019 and 2018 is as follows:

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 10,000	$ 225,409
Contract receivables, net	-	76,429
TOTAL ASSETS	$ 10,000	$ 301,838
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	$ -	$ 81,032
Billings in excess of costs and estimated earnings on contracts in progress	-	210,874
TOTAL LIABILITIES	-	291,906
PARTNERS' CAPITAL		
PARTNERS' CAPITAL	10,000	9,932
TOTAL LIABILITIES AND PARTNERS' CAPITAL	$ 10,000	$ 301,838
STATEMENTS OF INCOME		
Earned revenues	$ 261,324	$ 1,566,186
Costs of earned revenues	261,526	1,428,341
GROSS PROFIT (LOSS)	(202)	137,845
General and administrative expenses	(270)	270
NET INCOME	$ 68	$ 137,575

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17) Acquisitions

On November 9, 2018, Garney purchased the assets and liabilities of Warren Environmental, Inc. & A&W Maintenance, Inc. for use in two newly formed subsidiaries, Warren Environmental & Coatings, LLC and A&W Maintenance & Coatings, LLC, respectively. Accordingly, the results of operations for Warren and A&W have been included in the accompanying consolidated statements of income from that date through December 31, 2018 and 2019. All operations of A&W are included and reported under Warren in the accompanying supplementary consolidating information.

The primary reason for the acquisitions of Warren and A&W was to develop and expand Garney's capabilities in the water and wastewater rehabilitation market.

Consideration for the acquisitions was comprised of an initial cash payment of $3,150,000, a second payment of $24,588,909 made in January 2019, and additional contingent consideration to be paid over the next eight years with an estimated fair value of $3,450,000. The excess of the purchase price over the identifiable net assets was recorded as goodwill.

The following table summarizes the total consideration for Warren and A&W and the amounts of the assets acquired and liabilities assumed recognized at the acquisition date.

Cash consideration transferred prior to December 31, 2018	$	3,150,000
Cash consideration transferred January 2019		24,588,909
Fair value of contingent consideration		3,450,000
Total	$	31,188,909
Contract receivables		1,941,212
Accounts receivable		971,670
Inventory		1,953,462
Prepaids and other assets		66,430
Machinery and equipment		1,636,338
Intangible assets		17,080,000
Goodwill		7,933,077
Accounts payable		(216,354)
Other liabilities		(176,926)
Total identifiable net assets	$	31,188,909

Garney was in the process of determining the estimated useful lives of the intangible assets during 2018 and accordingly, no amortization was recorded during the year ended December 31, 2018. Garney began amortization in 2019. See Note 8 for the estimated amortization expense for future years. The estimated fair value of intangible assets acquired is listed below.

Patents		16,890,000
Trade name		190,000
Total intangible assets	$	17,080,000

Acquisition costs in the amount of $152,275 were expensed during the year ended December 31, 2018 and are included in general and administrative expenses on the consolidated statements of income.

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18) Union retirement plans

Garney participates in various construction industry multi-employer pension plans in accordance with collective bargaining agreements. These plans cover Garney employees who are members of those bargaining units. The risks of participating in these multi-employer plans are different from single-employer plans. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers. If Garney chooses to stop participating in some of the multi-employer plans, Garney may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The following table presents Garney's participation in multi-employer plans:

Pension trust fund	Pension plan employer identification number	Pension Protection Act (PPA) certified 2018	Pension Protection Act (PPA) certified 2017	FIP / RP status pending / implemented	Contributions 2019	Contributions 2018	Surcharge imposed	Expiration date of collective bargaining agreement
Pension Trust Fund for Operating Engineers	94-6090785	Yellow	Red	Yes	$ 424,423	$ 599,138	No	June 2020
Laborers Pension Trust Fund for Northern California	94-6277666	Green	Yellow	No	611,968	695,636	No	June 2023
All other funds					29,389	144,702		
Total contributions					$ 1,065,780	$ 1,439,476		

The most recent PPA zone status available in 2019 and 2018 is for the plan's year-end during 2018 and 2017, respectively. The zone status is based on information that Garney received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the orange zone are less than 80 percent funded and have an Accumulated Funding Deficiency in the current year or projected into the next six years, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded.

The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

The expiration dates of the collective-bargaining agreements to which the plans are subject are listed.

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19) Adoption of Revenue Recognition Topic 606

Topic 606 was initially applied on January 1, 2019, using a modified retrospective adoption method and applied only to contracts that were not completed as of that date. Amounts reported related to 2018 are unadjusted for the effects of Topic 606. The adoption of Topic 606 had an immaterial impact to revenue recognition.

In addition, as of January 1, 2019, Garney began to separately present contract assets and liabilities on the consolidated balance sheets. Contract assets include amounts due under contractual retainage provisions that were previously included in accounts receivable as well as costs and estimated earnings in excess of billings that were previously separately presented. Contract liabilities include billings in excess of costs and estimated earnings that were previously separately presented.

The amounts by which each consolidated balance sheet line item as of December 31, 2019 and was affected by the adoption of Topic 606 relative to the previous revenue guidance are presented in the tables below. The changes are all related to reclassifications on the consolidated balance sheet. There was no change in retained earnings as a result of initially applying Topic 606.

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December 31, 2019

Balance Sheet	As Reported	Balances without adoption of Topic 606	Effect of adoption
Assets			
Contract receivables, net	$ 99,469,273	$ 194,297,561	$ (94,831,288)
Costs and estimated earnings in excess of billings	-	21,191,850	(21,191,850)
Contract assets	61,286,830	-	61,286,830
Liabilities			
Billings in excess of costs and estimated earnings	-	140,468,931	(140,468,931)
Contract liabilities	85,732,623	-	85,732,623

Year Ended December 31, 2019

Statement of Cash Flow	As Reported	Balances without adoption of Topic 606	Effect of adoption
Decrease (increase) in assets			
Contract receivables, net	$ (1,393,236)	$ (14,115,614)	$ 12,722,378
Costs and estimated earnings in excess of billings	-	9,870,026	(9,870,026)
Contract assets	(7,354,313)	-	(7,354,313)
Increase (decrease) in liabilities			
Billings in excess of costs and estimated earnings	-	(66,324,911)	66,324,911
Contract liabilities	(61,822,950)	-	(61,822,950)

20) Risk concentrations

As of December 31, 2019, approximately 19% of Garney's receivables were due from one customer. As of December 31, 2018, approximately 23% of Garney's receivables were due from two customers.

Garney had two major customers which contributed to 35% of revenues for the year ended December 31, 2019. Garney had one major customer which contributed to 21% of revenues for the year ended December 31, 2018.

As of December 31, 2019 and 2018, there were no significant accounts payable risk concentrations.

Garney had no major suppliers for the years ended December 31, 2019 and 2018.

21) Litigation

Garney is party to a number of legal proceedings and believes that the nature and number of these proceedings are typical for a construction firm of its size and scope and that none of these proceedings are material to Garney's financial position.

22) Subsequent events

Management has performed an evaluation of events that have occurred subsequent to December 31, 2019 and as of March 6, 2020. Other than as discussed in Note 14, there have been no subsequent events that occurred during such period that would require disclosure in these consolidated financial statements or would be required to be recognized in the consolidated financial statements as of and for the year ended December 31, 2019.

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INDEPENDENT AUDITORS' REPORT ON CONSOLIDATING INFORMATION

To the Board of Directors

Garney Holding Company
Kansas City, Missouri

We have audited the consolidated financial statements of Garney Holding Company and Subsidiaries as of and for the years ended December 31, 2019 and 2018, and our report thereon dated March 6, 2020, which appears on pages 1 and 2, was qualified because Garney Holding Company's subsidiary, Garney P3, LLC, reports its investment in Vista Ridge, LLC, a variable interest entity, on the cost method of accounting. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information on pages 26 to 28 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual companies, and it is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the effects on the consolidating balance sheet and consolidating statement of income and retained earnings of the qualified opinion on the consolidated financial statements as described above, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Mayer Hoffman McCann P.C.

Kansas City, Missouri
March 6, 2020

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GARNEY HOLDING CO[illegible]Y AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET

December 31, 2019

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii, Inc.	Eliminations	Consolidated
ASSETS									
CURRENT ASSETS									
Cash and cash equivalents	$ 59,348,272	$ 129,698,721	$ 200,000	$ 11,854,345	$ 10,227,163	$ 20,490,381	$ 73,048	$ -	$ 231,891,930
Short-term investments	72,554,048	-	-	-	-	-	-	-	72,554,048
Contract receivables, net	-	90,259,310	-	-	508,829	8,698,133	-	-	99,466,273
Accounts receivable	-	-	-	-	945,041	-	-	-	945,041
Contract assets	-	49,988,758	-	1,440,794	91,042	9,766,236	-	-	61,286,830
Inventory	-	-	-	-	767,732	-	-	-	767,732
Prepaids and deposits	1,605,586	1,881,825	298,975	-	21,465	422,957	-	-	4,230,808
TOTAL CURRENT ASSETS	133,507,906	271,828,615	498,975	13,295,140	12,561,271	39,377,706	73,048	-	471,142,662
PROPERTY AND EQUIPMENT									
Land	1,092,000	-	-	-	-	-	-	-	1,092,000
Land held for sale	2,008,199	-	-	-	-	-	-	-	2,008,199
Machinery and equipment	5,628,993	-	-	-	1,414,629	-	-	-	7,043,621
Office furniture and equipment	2,532,039	-	-	-	9,012	-	-	-	2,541,051
Buildings and improvements	5,688,931	-	-	-	163,909	-	-	-	5,850,840
Equipment leased to others	-	-	-	-	1,105,819	-	-	-	1,105,819
Property and equipment, at cost	16,948,162	-	-	-	2,693,368	-	-	-	19,641,530
Less accumulated depreciation	(5,460,808)	-	-	-	(371,221)	-	-	-	(5,832,029)
Property and equipment, net	11,487,354	-	-	-	2,322,147	-	-	-	13,809,501
GOODWILL, net	5,861,001	-	-	-	7,139,770	-	-	-	13,000,771
INTANGIBLE ASSETS, net	-	-	-	-	15,327,664	-	-	-	15,327,664
INVESTMENTS IN SUBSIDIARIES	201,054,410	35,372,962	-	-	-	-	-	(201,054,410)	35,372,962
EQUITY IN EQUITY METHOD INVESTMENTS	-	-	500,000	-	-	-	2,462,154	-	2,962,154
EQUITY IN CONSTRUCTION JOINT VENTURES	-	-	-	4,900	-	-	-	-	4,900
OTHER LONG-TERM ASSETS	10,800	-	-	-	306,595	-	-	-	317,395
TOTAL ASSETS	$ 351,921,471	$ 307,201,577	$ 998,975	$ 13,300,040	$ 37,657,446	$ 39,377,706	$ 2,535,202	$ (201,054,410)	$ 551,938,008

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET

December 31, 2019

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii, Inc.	Eliminations	Consolidated
LIABILITIES									
CURRENT LIABILITIES									
Accounts payable	$ 4,770	$ 103,654,494	$ -	$ 1,488,567	$ 256,313	$ 2,299,570	$ -	$ -	$ 107,703,715
Accrued Employee Stock Ownership Plan contributions	3,610,313	-	-	-	-	-	-	-	3,610,313
Accrued employee incentive plan liability	42,537,107	-	-	-	-	-	-	-	42,537,107
Accrued liabilities	4,011,136	482,889	-	-	166,498	74,485	-	-	4,735,008
Contract liabilities	-	85,154,364	-	22,238	536,808	19,213	-	-	85,732,623
Current portion of stock appreciation rights	14,515,661	-	-	-	-	-	-	-	14,515,661
Current portion of Warren Products Earnout Payments Payable	-	-	-	-	398,762	-	-	-	398,762
TOTAL CURRENT LIABILITIES	64,678,987	189,291,747	-	1,510,804	1,358,381	2,393,268	-	-	259,233,188
STOCK APPRECIATION RIGHTS, less current portion above	23,345,556	-	-	-	-	-	-	-	23,345,556
WARREN EARNOUT LIABILITY	-	-	-	-	3,003,591	-	-	-	3,003,591
OTHER LONG-TERM LIABILITIES	5,464,345	-	-	-	-	-	-	-	5,464,345
TOTAL LIABILITIES	93,488,889	189,291,747	-	1,510,804	4,361,972	2,393,268	-	-	291,046,680
STOCKHOLDER'S EQUITY									
Contributed capital									
Common stock	26,243	139,019	-	100	-	1,000	1,000	(141,119)	26,243
Additional paid-in capital	13,703,250	-	998,975	1,354,964	27,738,909	-	-	(30,092,848)	13,703,250
Total contributed capital	13,729,493	139,019	998,975	1,355,064	27,738,909	1,000	1,000	(30,233,967)	13,729,493
Retained earnings	292,278,259	116,204,233	-	9,542,004	5,556,566	36,983,438	2,534,202	(170,820,443)	292,278,259
Treasury stock	(47,575,169)	-	-	-	-	-	-	-	(47,575,169)
TOTAL STOCKHOLDER'S EQUITY OF GARNEY HOLDING COMPANY	258,432,583	116,343,252	998,975	10,897,068	33,295,475	36,984,438	2,535,202	(201,054,410)	258,432,583
Non-controlling interest equity	-	1,566,576	-	892,168	-	-	-	-	2,458,745
TOTAL EQUITY	258,432,583	117,909,830	998,975	11,789,235	33,295,475	36,984,438	2,535,202	(201,054,410)	260,891,328
TOTAL LIABILITIES AND EQUITY	$ 351,921,471	$ 307,201,577	$ 998,975	$ 13,300,040	$ 37,657,446	$ 39,377,706	$ 2,535,202	$ (201,054,410)	$ 551,938,008

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GARNEY HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF INCOME

Year Ended December 31, 2019

	Garney Holding Company	Garney Companies, Inc. & Subs	Garney P3-II, LLC	Garney Federal, Inc. & Subs	Warren Environmental & Coatings, LLC	Garney Pacific, Inc.	Garney Hawaii, Inc.	Eliminations	Consolidated
Construction revenues	$ -	$ 1,060,660,632	$ -	$ 1,660,264	$ 5,275,014	$ 41,314,123	$ -	$ -	$ 1,108,910,032
Costs of construction revenues	794,121	879,411,043	-	3,160,172	2,557,040	34,059,803	-	(12,750)	919,969,429
CONSTRUCTION GROSS PROFIT	(794,121)	181,249,589	-	(1,499,908)	2,717,974	7,254,320	-	12,750	188,940,603
Manufacturing sales and other revenue	-	-	-	-	6,726,604	-	-	(12,750)	6,713,854
Cost of goods sold and leased	-	-	-	-	3,070,923	-	-	-	3,070,923
MANUFACTURING GROSS PROFIT	-	-	-	-	3,655,681	-	-	(12,750)	3,642,931
TOTAL GROSS PROFIT	(794,121)	181,249,589	-	(1,499,908)	6,373,655	7,254,320	-	-	192,583,534
General and administrative expenses	20,877,586	[illegible]	-	127	2,279,185	1,533	-	-	23,158,431
Employee Stock Ownership Plan contribution expense	17,568,893	[illegible]	-	-	-	-	-	-	17,568,893
Employee incentive plan and share-based compensation expense	21,407,984	39,682,864	-	(187,676)	1,008,798	1,752,417	-	-	63,664,487
OPERATING INCOME	(60,648,584)	141,566,625	-	(1,312,359)	3,085,672	5,500,370	-	-	88,191,723
OTHER INCOME (EXPENSE)									
Investment income	5,052,761	418,379	-	-	-	-	-	-	5,471,139
Unrealized gain (loss) on trading securities	2,948,501	-	-	-	-	-	-	-	2,948,501
Amortization of goodwill and intangibles	(1,465,260)	-	-	-	(2,545,644)	-	-	-	(4,010,904)
Equity in income of construction joint ventures	-	34	-	-	-	-	-	-	34
Miscellaneous expense	(250,000)	-	-	-	(720,000)	-	-	-	(970,000)
Equity in earnings of subsidiaries	42,334,436	-	-	-	-	-	-	(42,334,436)	-
Transfer pricing fee	102,604,743	(98,787,619)	-	-	-	(3,817,124)	-	-	-
TOTAL OTHER INCOME (EXPENSE)	151,225,181	(98,369,206)	-	-	(3,265,644)	(3,817,124)	-	(42,334,436)	3,438,770
NET INCOME	90,576,597	43,197,419	-	(1,312,359)	(179,973)	1,683,246	-	(42,334,436)	91,630,493
NET INCOME ATTRIBUTABLE TO NON-CONTROLLING INTERESTS	-	1,803,914	-	(750,016)	-	-	-	-	1,053,897
NET INCOME ATTRIBUTABLE TO GARNEY HOLDING COMPANY	$ 90,576,597	$ 41,393,504	$ -	$ (562,343)	$ (179,973)	$ 1,683,246	$ -	$ (42,334,436)	$ 90,576,597

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