



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

**GWA RESOLUTION NO. 04-FY2022**

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

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

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

**WHEREAS**, GWA awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to Duenas, Camacho, and Associates, Inc. for Project Management/Construction Management services in the maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and has issued three (3) task orders (TO) for TO-1 Construction Management services for Tank Repairs and Bypass project; TO-2 Construction Management services for Tai Road/S-13 and Toto-Canada/Blas Street Waterline Replacement project; and TO-3 Project Management and Construction Management Services for Ugum Water Treatment Plant Rehabilitation (Exhibit A); and

**WHEREAS**, GWA amended the Duenas, Camacho, and Associates, Inc. IDIQ for Project Management/Construction Management services under Amendment No. 1 to increase funding by Ninety-Six Thousand Seven Hundred Fifty-Four Dollars (\$96,754.00), for a new total contract amount of Eight Hundred Forty-Six Thousand One Hundred Sixty-Four Dollars (\$846,164.00) to execute TO-4 Construction Management for Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation (Exhibit B); and

1       **WHEREAS**, in accordance with the CCU-approved 5-year Capital Improvement  
2 Program addressing the 2011 Court Order, upcoming EPA compliance requirements, and other  
3 regulatory priorities, GWA continues to make improvements to the water system by issuing  
4 projects that will improve water supply, reduce water loss, create pressure zones, repair/maintain  
5 water storage reservoirs, and install new waterlines; and

6  
7       **WHEREAS**, GWA Management seeks CCU approval to increase the authorized funding  
8 by Two Million Dollars (\$2,000,000.00), for a total authorized amount of Two Million Eight  
9 Hundred Forty-Six Thousand One Hundred Sixty-Four Dollars (\$2,846,164.00) to enable  
10 execution of multiple task orders, to include Project Management and Construction Management  
11 for Phase 3 Tank Inspection and Repairs; Project Management/Construction Management of  
12 District Metering Area (DMA) and Pressure Zone Realignment (PZR) Construction;  
13 Construction Management of Deep Wells A-23 and A-25 GAC System Installation; Construction  
14 Management for Groundwater Wells A-02, A-12, D-05, and F-03 Rehabilitation Construction,  
15 and Construction Management for Waterline Replacement Construction; and

16  
17       **WHEREAS**, GWA Management seeks CCU approval to amend the maximum contract  
18 in the amount not-to-exceed of Two Million Eight Hundred Forty-Six Thousand One Hundred  
19 Sixty-Four Dollars (\$2,846,164.00); and

20  
21       **WHEREAS**, funding for the Amendment will be from GWA Bonds.

22  
23       **NOW BE IT THEREFORE RESOLVED**, that the Consolidated Commission on  
24 Utilities does hereby approve the following:

- 25       1. The recitals set forth above hereby constitute the findings of the CCU.
- 26       2. The CCU hereby approves the total funding by Two Million Dollars  
27       (\$2,000,000.00), for a total authorized amount of Two Million Eight Hundred  
28       Forty-Six Thousand One Hundred Sixty-Four Dollars (\$2,846,164.00) to enable  
29       execution of multiple task orders, to include Project Management and  
30       Construction Management for Phase 3 Tank Inspection and Repairs; Construction  
31       Management of District Metering Area (DMA) and Pressure Zone Realignment  
32       (PZR) Construction; Construction Management of Deep Wells A-23 and A-25

1 GAC System Installation; Construction Management for Groundwater Wells A-  
2 02, A-12, D-05, and F-03 Rehabilitation Construction, and Construction  
3 Management for Waterline Replacement Construction; and

- 4 3. The CCU hereby further approves to amend the maximum amount for the IDIQ  
5 contract with Duenas, Camacho, and Associates, Inc. in the amount not-to-exceed  
6 of Two Million Eight Hundred Forty-Six Thousand One Hundred Sixty-Four  
7 Dollars (\$2,846,164.00) (Exhibit B); and  
8 4. The CCU hereby further approves management to pursue PUC approval for a  
9 contract exceeding One Million Dollars (\$1,000,000.00) that will be  
10 amendment(s) funded by GWA Bond money. as may be required under the  
11 PUC's Contract Review Protocol.

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

15  
16 **DULY AND REGULARLY ADOPTED**, this 26<sup>th</sup> day of October, 2021.

17  
18 Certified by:

19   
20 \_\_\_\_\_  
21 **JOSEPH T. DUENAS**  
22 Chairperson

Attested by:

23   
24 \_\_\_\_\_  
25 **MICHAEL T. LIMTIACO**  
26 Secretary

27 //  
28

29 //  
30

31 //  
32

1  
2  
3 **SECRETARY'S CERTIFICATE**  
4

5 I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as  
6 evidenced by my signature above do hereby certify as follows:  
7

8 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular  
9 meeting by the members of the Guam Consolidated Commission on Utilities, duly and  
10 legally held at a place properly noticed and advertised at which meeting a quorum was  
11 present and the members who were present voted as follows:  
12

13 AYES: 3

14 NAYS: 0

15 ABSENT: 2

16 ABSTAIN: 0





**TASK ORDER FORM**

This is Task Order No. 1,  
consisting of 6 pages.

**Task Order**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: February \_\_\_\_\_, 2021
- b. Owner: Guam Waterworks Authority
- c. Engineer: Duenas, Camacho & Associates, Inc.
- d. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- e. Specific Project (description): Construction Management Services for Tank Repairs and Bypass

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

**SCOPE OF WORK:**

This task will be performed by Duenas, Camacho & Associates, Inc., herein referred to as "Engineer," under the GWA ID/IQ Project Management/Construction Management contract.

**CONSTRUCTION PHASE****Task 1: Administrative Services**

- a. General Contract Administration: Act as the authorized agent for GWA to administer the contract for construction of the project;
- b. Arrange, conduct, and represent GWA at meetings with contractor(s) to discuss any subjects or resolve any problems related to the construction of the project improvements. The meetings may be scheduled as frequently as biweekly as acceptable to GWA.
- c. Hold meetings with GWA (at the request of GWA or DCA) to discuss contract administration policies, progress of construction, problems, or any pertinent matters.
- d. Prepare and distribute project correspondence and reports as required for proper management of the construction of project improvements.

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and American Society of Civil Engineers. All rights reserved.

- e. Secure and transmit to GWA or the Contractor (whichever is appropriate) required certificates, waivers, affidavits, releases and other pertinent documents.
- f. Prepare a detailed periodic construction status report acceptable to GWA.
- g. Enforce compliance by the contractor with all applicable contract requirements specifically related to the conduct of construction work.
- h. Set up and maintain a construction filing system acceptable to GWA.
- i. After acceptance of the construction of improvements, DCA will arrange and turn over to GWA all files and records relevant to project construction

**Task 1.1: Review and Processing of Payment Estimates**

- a. Review monthly payment requests submitted by the contractor to assure that payment estimates are in proper format and reflect actual completed work, and that appropriate sums are retained as required by the contract documents.
- b. Assure that payment estimates show work completed and payment due.
- c. Recommend approval or disapproval of payment of construction pay requests.

**Task 1.2: Processing of Contract Changes**

- a. Notify GWA of conditions during construction or problems with the prosecution of work that may lead to any changes in the cost or completion period. Submit recommendations on how to deal with these potential changes.
- b. Review and evaluate any changes requested by GWA or the contractor and make recommendations on how to deal with the changes.
- c. Estimate the cost of the changes and corresponding adjustments to the contract completion period, negotiate tentatively approved changes with the contractor on behalf of GWA and submit the negotiated change order request to GWA for final approval.
- d. Administer approved change orders and record costs of all change orders

**Task 1.3: Claims and Disputes**

- a. Notify GWA of any conditions during construction or problems in the prosecution of the work that may lead to claims by or a dispute with the contractor and prepare and present recommended solutions for GWA review and analysis.
- b. Review any claims or disputes by the contractor and submit recommendations.
- c. Maintain accurate records of claim facts, materials, labor and equipment.
- d. Assist GWA in settling claims or disputes with the Contractor.

**Task 1.4: Engineering Support**

Compliance Documents, Shop Drawings & Materials Submittals Review: DCA will review Compliance Documents, Shop Drawings and Material Submittals required by the contract provisions as well as the technical specifications to assure conformance with the intent of the design of improvements and contract documents. Compliance with cited construction standards will be checked.

**Task 1.5: Material or Equipment Substitutions**

DCA shall notify GWA of equipment or material substitutions proposed by the contractor and recommend approval or disapproval. After approval by GWA, administer the substitutions.

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### **Task 1.6: Construction Schedule Review**

- a. Evaluate the contractor's work schedule and direct the contractor, as appropriate, to make changes if required to assure that the schedule is correct, realistic and shows a sequence of construction work which conforms to the approved contract.
- b. Enforce contractor compliance with the approved schedule as may be updated.
- c. Have the contractor update or revise his schedule as required during construction of improvements.

## **CONSTRUCTION INSPECTION, QUALITY CONTROL & CLOSE-OUT SERVICES**

### **Task 2: Construction Inspection**

- a. Construction Inspection:
  - Inspect the construction of improvements to assure that work is done according to the construction documents and work schedule. DCA shall provide qualified personnel to properly inspect every phase of the construction of project improvements.
  - Strictly enforce all provisions of the contract specifications dealing with the prosecution of work and contractor compliance with local and federal laws.
  - Issue stop work orders for a portion of or the entire project as may be required *without prior notice to GWA* when conditions of work or actions by the contractor threaten the health and safety of the contractor's workers, inspectors or the public or *with prior notice to and approval from GWA* when actions by the contractor are in violation of the approved construction documents.
  - Direct changes to the contractor's operations if needed to minimize inconvenience to and protect the safety of the public as permitted by the specifications.
  - Maintain a daily detailed record of the progress of construction work with daily upload to project website.
  - Schedule and conduct pre-final and final inspections under each task order with representatives of GWA and others (as appropriate), and record the results in detail.
  - Secure written acceptance of the project from appropriate government agencies.
  - Periodic inspection will be conducted. Specifically during major repairs and times where GWA engineering deems it is needed. DCA will at a minimum will provide spot inspections and reports at least twice weekly once and when construction is underway.
- b. Quality Control: The requirements set for the project will be implemented by all DCA project personnel this also includes:
  - Strictly enforce all provisions of the contract specifications dealing with material testing and quality of workmanship.
  - Schedule, witness and approve or reject as appropriate all tests required to be performed by the contractor and obtain certificates and/or written verification of the test results.
  - Assure that all construction work conforms to the requirements of the construction documents, all applicable codes, and to good construction practices.
- c. Survey Control
  - Check the contractor's layout of project boundaries and work limits.
  - Check the accuracy of all work in progress or completed to assure conformance to the contract documents. To this end, DCA will check location and elevations of project

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Improvements to assure conformance with the intent of the approved construction contract documents. This work is extremely crucial as construction blunders can go unnoticed or undetected if construction check surveys are not conducted.

d. Close Out

- Project Closeout: Upon the completion and GWA acceptance of the construction of improvements, DCA will turn over all record drawings (originals and electronic files), project files and other relevant project documents.

B. Other Services

Engineer shall also provide the following services: Training for tank inspection related works as requested by owner

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:

☐ N/A

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

**Not Applicable, services based on 300 calendar day construction Period**

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Construction Management Services for Tank Repairs and Bypass	Based on 300 calendar day construction period.

**6. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

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Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 2.A)		
a. Task 1 through task 2 – Construction Phase	\$276,869	Lump Sum
b. Other Services (see 2.B above)	\$20,208	Direct Labor
<b>TOTAL COMPENSATION (lines 1.a-d)</b>	<b>\$297,077</b>	

\*Based on a 10 -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order: DCA has retained EMCE for Electrical Engineering Support**

**8. Other Modifications to Agreement and Exhibits: None**

**9. Attachments: None**

**10. Other Documents Incorporated by Reference: None**

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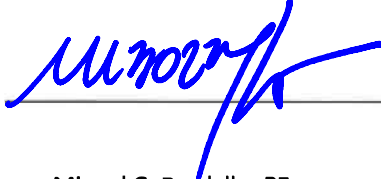
## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 3.3.2021.

OWNER:

By:



Print Name: Miguel C. Bordallo, PE

Title: General Manager

ENGINEER:

By:



Print Name: Kenneth M. Rekdahl, PE

Title: Vice-President

Engineer License or Firm's

Certificate No. (if required):

State of:

252

Gvorn

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

CERTIFICATION OF FUNDS:

Task Order Amount: \$297,077.00 - Bond 2016 PW 09-11

 3/3/2021

Taling M. Taitano, CPA, CGFM, CGMA  
Chief Financial Officer



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PROJECT OVERVIEW

**(TASK ORDER NO. 2 – PM/CM SERVICES)**

Project: **INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) FOR  
PROFESSIONAL PROJECT MANAGEMENT/CONSTRUCTION  
MANAGEMENT SERVICES**

Project Number: M19-001-BND

Consultant: Dueñas, Camacho & Associates, Inc.

Task Order No.: 02  
Construction Management for Tai Road/S-13 and Toto-Canada  
Road/Blas Street Waterline Replacement Project

Task Order No. 2 Amount: \$189,729.00

Fund Source: 2020 Bond PW 09-03 Water Distribution System Pipe Replacement and  
Upgrades

*Original Contract Approved: June 17, 2019*  
*Approved Contract Amount: \$750,000.00*  
*Approved Task Order No. 1: - \$297,077.00 (2016 Bond PW 09-11)*  
*Current Contract Balance: \$452,923.00*

---

Prepared by:

**Gloria P.  
Bensan**

Digitally signed by Gloria P.  
Bensan  
Date: 2021.04.16 08:45:28  
+10'00'

---

GLORIA P. BENSAN

**TASK ORDER**

This is Task Order **No. 2**,  
consisting of 6 pages.

**Task Order**

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: April \_\_\_\_, 2021
- b. Owner: Guam Waterworks Authority
- c. Engineer: Duenas, Camacho & Associates, Inc.
- d. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- e. Specific Project (description): Construction Management Services for Tai Road/S-13 and Canada-Toto Loop/Blas Street Waterline Replacement  
GWA Project No. M19-001-BND

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

**1. PRE-CONSTRUCTION PHASE**

Construction Management Plan

DCA will prepare and submit to GWA a construction management plan. This management plan will help define the roles of the CM, Owner and Contractor.

**2. CONSTRUCTION PHASE**

**2.1. Administrative Services**

- a. General Contract Administration: Act as the authorized agent for GWA to administer the contract for construction of the project;
- b. Arrange, conduct, and represent GWA at meetings with contractor(s) to discuss any subjects or resolve any problems related to the construction of the project improvements. The meetings may be scheduled as frequently as biweekly as acceptable to GWA.
- c. Hold meetings with GWA (at the request of GWA or DCA) to discuss contract administration policies, progress of construction, problems, or any pertinent matters.



- d. Prepare and distribute project correspondence and reports as required for proper management of the construction of project improvements.
- e. Secure and transmit to GWA or the Contractor (whichever is appropriate) required certificates, waivers, affidavits, releases and other pertinent documents.
- f. Prepare a detailed periodic construction status report acceptable to GWA.
- g. Enforce compliance by the contractor with all applicable contract requirements specifically related to the conduct of construction work.
- h. Set up and maintain a construction filing system acceptable to GWA.
- i. After acceptance of the construction of improvements, DCA will arrange and turn over to GWA all files and records relevant to project construction.

#### ***2.2. Review and Processing of Payment Estimates***

- a. Review monthly payment requests submitted by the contractor to assure that payment estimates are in proper format and reflect actual completed work, and that appropriate sums are retained as required by the contract documents.
- b. Assure that payment estimates show work completed and payment due.
- c. Recommend approval or disapproval of payment of construction pay requests.

#### ***2.3. Processing of Contract Changes:***

- a. Notify GWA of conditions during construction or problems with the prosecution of work that may lead to any changes in the cost or completion period. Submit recommendations on how to deal with these potential changes.
- b. Review and evaluate any changes requested by GWA or the contractor and make recommendations on how to deal with the changes.
- c. Estimate the cost of the changes and corresponding adjustments to the contract completion period, negotiate tentatively approved changes with the contractor on behalf of GWA and submit the negotiated change order request to GWA for final approval.
- d. Administer approved change orders and record costs of all change orders.

#### ***2.4. Claims and Disputes***

- a. Notify GWA of any conditions during construction or problems in the prosecution of the work that may lead to claims by or a dispute with the contractor and prepare and present recommended solutions for GWA review and analysis.
- b. Review any claims or disputes by the contractor and submit recommendations.
- c. Maintain accurate records of claim facts, materials, labor and equipment.

- d. Assist GWA in settling claims or disputes with the Contractor.

### **2.5. Engineering Support**

Compliance Documents, Shop Drawings & Materials Submittals Review: DCA will review Compliance Documents, Shop Drawings and Material Submittals required by the contract provisions as well as the technical specifications to assure conformance with the intent of the design of improvements and contract documents. Compliance with cited construction standards will be checked.

### **2.6. Material or Equipment Substitutions**

DCA shall notify GWA of equipment or material substitutions proposed by the contractor and recommend approval or disapproval. After approval by GWA, administer the substitutions.

### **2.7. Construction Schedule Review**

- a. Evaluate the contractor's work schedule and direct the contractor, as appropriate, to make changes if required to assure that the schedule is correct, realistic and shows a sequence of construction work which conforms to the approved contract.
- b. Enforce contractor compliance with the approved schedule as may be updated.
- c. Have the contractor update or revise his schedule as required during construction of improvements.

### **2.8. As-Built /Record Drawings**

- a. Assure that the contractor prepares "As-Built" drawings as the work progresses.
- b. Review and approve the as-built drawings for content and accuracy.
- c. Transfer all as-built information onto the original construction drawings at the conclusion of the project and create both a hard copy and electronic copy of the drawings.

### **2.9. Construction Inspection, Quality Control & Close-Out Services**

- a. CONSTRUCTION INSPECTION:
  - Inspect the construction of improvements to assure that work is done according to the construction documents and work schedule. DCA shall provide qualified personnel to properly inspect every phase of the construction of project improvements.
  - Strictly enforce all provisions of the contract specifications dealing with the prosecution of work and contractor compliance with local and federal laws.
  - Issue stop work orders for a portion of or the entire project as may be required *without prior notice to GWA* when conditions of work or actions by the contractor threaten the health and safety of the contractor's workers, inspectors or the public or *with prior notice to and approval from GWA* when actions by the contractor are in violation of the approved construction documents.
  - Direct changes to the contractor's operations if needed to minimize inconvenience to and protect the safety of the public as permitted by the specifications.
  - Maintain a daily detailed record of the progress of construction work with daily upload to project website.
  - Schedule and conduct pre-final and final inspections under each task order with representatives of GWA and others (as appropriate), and record the results in detail.

- Secure written acceptance of the project from appropriate government agencies.
- Periodic inspection will be conducted. Specifically during major repairs and times where GWA engineering deems it is needed. DCA will at a minimum will provide spot inspections and reports at least twice weekly once and when construction is underway.

b. **QUALITY CONTROL:** The requirements set for the project QA plan will be implemented by all DCA project personnel this also includes:

- Strictly enforce all provisions of the contract specifications dealing with material testing and quality of workmanship.
- Schedule, witness and approve or reject as appropriate all tests required to be performed by the contractor and obtain certificates and/or written verification of the test results.
- Assure that all construction work conforms to the requirements of the construction documents, all applicable codes, and to good construction practices.

c. **SURVEY CONTROL**

- Check the contractor's layout of project boundaries and work limits.
- Check the accuracy of all work in progress or completed to assure conformance to the contract documents. To this end, DCA will check location and elevations of project Improvements to assure conformance with the intent of the approved construction contract documents. This work is extremely crucial as construction blunders can go unnoticed or undetected if construction check surveys are not conducted.

d. **CLOSE OUT**

- **Project Closeout:** Upon the completion and GWA acceptance of the construction of improvements, DCA will turn over all record drawings (originals and electronic files), project files and other relevant project documents.

B. **Resident Project Representative (RPR) Services**

C. **Other Services**

Engineer shall also provide the following services: N/A

- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### **3. Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are:

☐ N/A

### **4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### **5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: as specified in the Scope of Work

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 2 fee proposal:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 2)		
a. Pre-Construction Services	\$3,174.34	Lump Sum
b. Construction Phase Services	\$170,952.31	Lump Sum
c. Post Construction Services	\$8,340.01	Lump Sum
d. Other Services	\$7,262.25	T&M
<b>TOTAL COMPENSATION (lines 1.a-d)</b>	<b>\$189,728.91</b>	
	<b>say \$189,729</b>	

\*Based on a 13 -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order: None**

**8. Other Modifications to Agreement and Exhibits: None**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

**9. Attachments: Negotiated Fee Proposal**

**10. Other Documents Incorporated by Reference:**

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 06 May, 2021.

OWNER: Guam Waterworks Authority

By: 

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: 

Print Name: KENNETH M. REKDAHL, P.E.

Title: Vice President

Engineer License or Firm's

Certificate No. (if required):

No. 252

State of:

Territory of Guam

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gloria P. Bensen

Title: Project Manager

Address: Gloria B. Nelson Public Service Bldg.

688 Route 15

Mangilao, Guam 96913

E-Mail Address: gpbensen@guamwaterworks.org

Phone: 671-300-6042

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

CERTIFIED FUNDS AVAILABLE:

By: 

Print Name: TALING M. TAITANO, CPA, CGFM

Name:

Title: GWA Chief Financial Officer 

Task Order Amount: \$189,729.00

Funding Source: 2020 Bond PW 09-03





## TASK ORDER

This is Task Order No. 3,  
consisting of 10 pages.

### Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

#### I. BACKGROUND DATA

- A. Effective Date of Task Order: May \_\_, 2021
- B. Owner: Guam Waterworks Authority
- C. Engineer: Duenas, Camacho & Associates, Inc.
- D. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- E. Specific Project (description): Project Management, Procurement, and Construction Management for Ugum Water Treatment Plant Rehabilitation

#### II. SERVICES OF ENGINEER

The task order services will consist of preparation of plans, specifications, and estimates, which includes assessment report, construction schedule, procurement documents, relevant permit, construction bid support service, and response to request for interpretation/information. construction management services during construction will also be provided.

The specific services to be provided or furnished by Engineer under this Task Order are:

##### A. PROJECT MANAGEMENT

A review of existing reports, plans, and conditions of the Ugum WTP in order to ascertain site replacement item. In addition to the assessment, DCA will assist GWA in the coordination with manufacture engineers schedule to conduct conditions assessments of the site. DCA assessment will focus on all plant items to include but not limited to: Raw water process, headworks, contact and sedimentation basins, sludge settling /neutralization systems, thickening and dewatering systems, chemical feed and plant water systems. In addition, the site safety, security, and civil works will be reviewed.

DCA will assess alternatives to the handling of the membrane repairs currently done across the operations building. The intent is to perform membrane repairs above the blower room concrete roof. These alternatives will include any structural modifications/upgrades needed.

**B. PROCUREMENT SUPPORT**

DCA will prepare at least three packages that will be used for: existing equipment/system replacement and future upgrade/design needs. As part of this service DCA will support the procurement process and assist GWA in coordinating with local and national vendors/suppliers

**C. ASSESSMENTS**

**1. Preliminary Assessment**

Define assessment objectives, design criteria, and methodology that shall be used to prepare the assessment report.

- a. Perform site investigation to determine existing condition and system configuration, consisting of the following:
  - i. Existing site conditions and facilities
  - ii. Existing site operation
  - iii. Propose improvements
  - iv. Demolition requirements
  - v. Piping and valving requirements
  - vi. Operational requirements
  - vii. Electrical power supply
  - viii. Future expandability
- b. Provide surveying services of the property boundary including topographic survey necessary for fencing work.
- c. Unexpected conditions may be encountered during the assessment given that the site is existing and in operation. A time and material fee will be provided. This fee is an executed and will only be used if the owner approves.

**2. Procurement Support**

- a. Develop Procurement Report.

The Procurement Report at the minimum shall address the following:

- i. Site security requirements
  - ii. Replacement of sludge collection at contact basin #2, recycle basin #2, and other equipment in relation to continuity of operation during repair or replacement.
  - iii. All items listed in section 3.
- b. Prepare plans, specifications, cost estimates, construction schedule, and all other documents necessary for the project completion.
  - i. The consultant will prepare and submit the following:
    - Draft and Final procurement plans. One procurement plan will cover the replacement of existing equipment/systems and the other will provide for future design/upgrade needs



- Specifications at draft and final completion levels, which will include front end documents and technical specifications applicable to the indicated completion levels. The consultant shall propose any changes to GWA's front end documents for Legal Counsel review.
- Construction cost estimate update at draft and final completion level. All costs will be in current dollars and escalated to the estimated midpoint of construction.
- The design consultant shall coordinate with relevant agencies such as Guam Environmental Protection Agency and other relevant agencies at the draft submittals. This includes submitting documents (full size plans and specifications at each phase) and maintaining communication throughout the duration of the project and incorporating any relevant regulation requirements in the design.
- Deliverables to GWA will be provided in accordance with the following:
  1. Assessment report
    - a. 3 hard copies of the Basis of Design documents
    - b. Digital copy
  2. Draft procurement package
    - a. 3 hard copies
    - b. Digital copy
  3. Final Procurement package
    - a. 3 hard copies
    - b. Digital copy of the final documents

### 3. Specific Items of Work

#### Treatment Plant

- a. Gate and Fence
  - i. Install automated security gate at the treatment plant entrance.
  - ii. Replace fence (damaged by typhoon) along the retaining wall at the southern side of administration building and operations building.
  - iii. Install chain link fence along the property line beginning at the thickener tank and ending at the neutralization tank.
  - iv. Install chain link fence along the property line beginning at neutralization tank and ending at the existing chain link post located northeast of the property.
- b. Administration Building
  - i. Relocate existing eyewash adjacent to laboratory room outside the building with access from laboratory room.
  - ii. Repair three (3) restrooms.
  - iii. Relocate air-conditioner located in the kitchen to the floor below.
- c. Operation Building
  - i. Furnish and install two (2) 1-ton chlorine vessel container inside the chlorine room.

- ii. Furnish and install a pH meter at hypochlorite generation tank.
  - iii. Furnish and install a flow meter at sodium hydroxide.
  - iv. Provide and install double swing access gate to the lift openings at the ground floor and second floor.
  - v. Replace existing sludge feed (piping) including pumps and motors.
  - vi. Rebuild and servicing of the existing centrifuge by replacing oils, seals, and bearings.
  - vii. Instrumentation, electrical, and mechanical works.
  - viii. Evaluate alternative for sodium hypochlorite generation
  - ix. Evaluate alternatives for dewatering
  - x. Replace existing elevate/lift system
- d. Thickener Tank
  - i. Refurbish rake and mixer.
  - ii. Replace thickener feed pumps and motors.
- e. Backwash (Holding Tank)
  - i. Install handrailing.
- f. Sludge Tank
  - i. Install handrailing.
- g. Control Room
  - i. Repair leak from roof hatch.
- h. Membrane Cells
  - i. Provide detachable railing (fall protection) on all open sides.
  - ii. Provide concrete landing (suspended slab) with railing at southern edge of the cell level to the future work area (west of cell).
- i. Flocculation Tanks
  - i. Furnish and install two (2) sluice gates with pneumatic actuator, instrumentation and electrical works,
- j. Sedimentation Tanks
  - i. Replace sludge collection system at contact basin #2 and recycle basin #2.
  - ii. Furnish and install eight (8) sluice gates with pneumatic actuator and SCADA ready.
  - iii. Replace lighting with solar panels.
- k. Filter Pipe Gallery Room
  - i. Replace steel door and jamb.
  - ii. Install access platform that can mitigate fall hazards and provide safe access to elevated valves and fittings and hard to reach areas.
- l. Generator Room
  - i. Replace steel door.

4. Procurement Bid Support Services

- a. Assist with preparing answers to questions regarding the bid packages during the bidding phase.
- b. Assist with the Pre-Bid Conference and respond to technical question involving design and specifications that prospective bidders may have at the Pre-Bid Conference, including the preparation of meeting minutes and providing formal responses to technical questions.
- c. Assist with preparation of bid addenda.
- d. Assist with reviewing construction proposals received. This shall include a bid analysis, review of bid proposal prices, and conformance with contract requirements and the Guam Procurement Code. A letter of recommendation of award shall be prepared.

D. CONSTRUCTION MANAGEMENT

1. Construction Management Plan

DCA will prepare and submit to GWA a construction management plan. This management plan will help define the roles of the CM, Owner and Contractor.

E. CONSTRUCTION PHASE

1. Administrative Services

- a. General Contract Administration: Act as the authorized agent for GWA to administer the contract for construction of the project;
- b. Arrange, conduct, and represent GWA at meetings with contractor(s) to discuss any subjects or resolve any problems related to the construction of the project improvements. The meetings may be scheduled as frequently as biweekly as acceptable to GWA.
- c. Hold meetings with GWA (at the request of GWA or DCA) to discuss contract administration policies, progress of construction, problems, or any pertinent matters.
- d. Prepare and distribute project correspondence and reports as required for proper management of the construction of project improvements.
- e. Secure and transmit to GWA or the Contractor (whichever is appropriate) required certificates, waivers, affidavits, releases and other pertinent documents.
- f. Prepare a detailed periodic construction status report acceptable to GWA.
- g. Enforce compliance by the contractor with all applicable contract requirements specifically related to the conduct of construction work.
- h. Set up and maintain a construction filing system acceptable to GWA.

- i. After acceptance of the construction of improvements, DCA will arrange and turn over to GWA all files and records relevant to project construction.
2. Review and Processing of Payment Estimates
  - a. Review monthly payment requests submitted by the contractor to assure that payment estimates are in proper format and reflect actual completed work, and that appropriate sums are retained as required by the contract documents.
  - b. Assure that payment estimates show work completed and payment due.
  - c. Recommend approval or disapproval of payment of construction pay requests.
3. Processing of Contract Changes:
  - a. Notify GWA of conditions during construction or problems with the prosecution of work that may lead to any changes in the cost or completion period. Submit recommendations on how to deal with these potential changes.
  - b. Review and evaluate any changes requested by GWA or the contractor and make recommendations on how to deal with the changes.
  - c. Estimate the cost of the changes and corresponding adjustments to the contract completion period, negotiate tentatively approved changes with the contractor on behalf of GWA and submit the negotiated change order request to GWA for final approval.
  - d. Administer approved change orders and record costs of all change orders.
4. Claims and Disputes
  - a. Notify GWA of any conditions during construction or problems in the prosecution of the work that may lead to claims by or a dispute with the contractor and prepare and present recommended solutions for GWA review and analysis.
  - b. Review any claims or disputes by the contractor and submit recommendations.
  - c. Maintain accurate records of claim facts, materials, labor and equipment.
  - d. Assist GWA in settling claims or disputes with the Contractor.
5. Engineering Support
  - a. Compliance Documents, Shop Drawings & Materials Submittals Review: DCA will review Compliance Documents, Shop Drawings and Material Submittals required by the contract provisions as well as the technical specifications to assure conformance with the intent of the design of improvements and contract documents. Compliance with cited construction standards will be checked.
6. Material or Equipment Substitutions
  - a. DCA shall notify GWA of equipment or material substitutions proposed by the contractor and recommend approval or disapproval. After approval by GWA, administer the substitutions.

7. Construction Schedule Review

- a. Evaluate the contractor's work schedule and direct the contractor, as appropriate, to make changes if required to assure that the schedule is correct, realistic and shows a sequence of construction work which conforms to the approved contract.
- b. Enforce contractor compliance with the approved schedule as may be updated.
- c. Have the contractor update or revise his schedule as required during construction of improvements.

8. As-Built /Record Drawings

- a. Assure that the contractor prepares "As-Built" drawings as the work progresses.
- b. Review and approve the as-built drawings for content and accuracy.
- c. Transfer all as-built information onto the original construction drawings at the conclusion of the project and create both a hard copy and electronic copy of the drawings.

9. Construction Inspection, Quality Control & Close-Out Services

- a. Construction Inspection:
  - i. Inspect the construction of improvements to assure that work is done according to the construction documents and work schedule. DCA shall provide qualified personnel to properly inspect every phase of the construction of project improvements.
  - ii. Strictly enforce all provisions of the contract specifications dealing with the prosecution of work and contractor compliance with local and federal laws.
  - iii. Issue stop work orders for a portion of or the entire project as may be required *without prior notice to GWA* when conditions of work or actions by the contractor threaten the health and safety of the contractor's workers, inspectors or the public or *with prior notice to and approval from GWA* when actions by the contractor are in violation of the approved construction documents.
  - iv. Direct changes to the contractor's operations if needed to minimize inconvenience to and protect the safety of the public as permitted by the specifications.
  - v. Maintain a daily detailed record of the progress of construction work with daily upload to project website.
  - vi. Schedule and conduct pre-final and final inspections under each task order with representatives of GWA and others (as appropriate), and record the results in detail.
  - vii. Secure written acceptance of the project from appropriate government agencies.
  - viii. Periodic inspection will be conducted. Specifically, during major repairs and times where GWA engineering deems it is needed. DCA will at a minimum will provide spot inspections and reports at least twice weekly once and when construction is underway.
- b. Quality Control: The requirements set for the project QA plan will be implemented by all DCA project personnel this also includes:
  - i. Strictly enforce all provisions of the contract specifications dealing with material testing and quality of workmanship.
  - ii. Schedule, witness and approve or reject as appropriate all tests required to be performed by the contractor and obtain certificates and/or written verification of the test results.

- iii. Assure that all construction work conforms to the requirements of the construction documents, all applicable codes, and to good construction practices.
  - c. Survey Control
    - i. Check the contractor's layout of project boundaries and work limits.
    - ii. Check the accuracy of all work in progress or completed to assure conformance to the contract documents. To this end, DCA will check location and elevations of project Improvements to assure conformance with the intent of the approved construction contract documents. This work is extremely crucial as construction blunders can go unnoticed or undetected if construction check surveys are not conducted.
  - d. Close Out
    - i. Project Closeout: Upon the completion and GWA acceptance of the construction of improvements, DCA will turn over all record drawings (originals and electronic files), project files and other relevant project documents.
- F. Resident Project Representative (RPR) Services: see above DCA Scope of Services
- G. Other Services: Engineer shall also provide the following services: N/A
- H. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

#### 1. Additional Services

Additional Services that may be authorized or necessary under this Task Order are:

☐ N/A

#### 2. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

#### 3. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: as specified in the Scope of Work

<b><u>Party</u></b>	<b><u>Action</u></b>	<b><u>Schedule</u></b>
<b>Engineer</b>	<b>Furnish 3 review copies of the Report and other Study and Report Phase deliverables to Owner.</b>	<b>Within 150 days of the Effective Date of the Task Order.</b>
<b>Owner</b>	<b>Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.</b>	<b>Within 14 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.</b>
<b>Engineer</b>	<b>Furnish 3 copies of the revised Report and other Study and Report Phase</b>	<b>Within 30 days of the receipt of Owner's comments regarding the Report and other</b>

	<b>deliverables to Owner.</b>	<b>Study and Report Phase deliverables.</b>
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**I. Payments to Engineer**

- Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 3 fee proposal:

<b>Description of Service</b>	<b>Amount</b>	<b>Basis of Compensation</b>
<b>Basic Services (Section 2)</b>		
a. Assessment	\$84,156.07	Lump Sum
b. Procurement Package	\$89,334.14	Lump Sum
c. Post Procurement Services	\$5,120.17	Lump Sum
d. Other Services	\$11,213.78	T&M
<b>Construction Management Services</b>		
e. Pre-Construction Services	\$910.85	Lump Sum
f. Construction Phase	\$69,670.41	Lump Sum
g. Post Construction Phase	\$2,199.11	Lump Sum
<b>TOTAL COMPENSATION (lines 1.a-g)</b>	<b>\$262,604.54</b>	
	<b>Say \$262,604</b>	

\*Based on a 3-month continuous construction period after the arrival of imported materials.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

J. Consultants retained as of the Effective Date of the Task Order: EMCe

K. Other Modifications to Agreement and Exhibits: None

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

L. Attachments: Negotiated Fee Proposal

M. Other Documents Incorporated by Reference:

**N. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 6 Jul, 2021.

OWNER: Guam Waterworks Authority

By: 

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: 

Print Name: KENNETH M. REKDAHL, P.E.

Title: Vice President

Engineer License or Firm's  
Certificate No. (if required): No. 252

State of: Territory of Guam

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Ernesto Villarín

Title: Project Manager

Address: Gloria B. Nelson Public Service Bldg.  
688 Route 15  
Mangilao, Guam 96913

E-Mail  
Address: evillarín@guamwaterworks.org

Phone: 671-300-6063

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE:**

By: 

TALING M. TAITANO, CPA, CGFM  
GWA Chief Financial Officer

**APPROVED AS TO FORM:**

By: 

KELLY O. CLARK  
GWA General Counsel

Task Order Amount: \$262,604.00

Funding Source: MP-PW-SWTP-03



**TASK ORDER**

This is Task Order **No. 4**,  
consisting of 6 pages.

**Task Order**

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

**I. BACKGROUND DATA**

- A. Effective Date of Task Order: June \_\_, 2021
- B. Owner: Guam Waterworks Authority
- C. Engineer: Duenas, Camacho & Associates, Inc.
- D. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- E. Specific Project (description): Construction Management for Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation

**II. SERVICES OF ENGINEER**

The task order services will consist of construction management services during construction.

The specific services to be provided or furnished by Engineer under this Task Order are:

**A. CONSTRUCTION MANAGEMENT**

**1. Construction Management Plan**

DCA will prepare and submit to GWA a construction management plan. This management plan will help define the roles of the CM, Owner and Contractor.

**E. CONSTRUCTION PHASE**

**1. Administrative Services**

- a. General Contract Administration: Act as the authorized agent for GWA to administer the contract for construction of the project.
- b. Arrange, conduct, and represent GWA at meetings with contractor(s) to discuss any subjects or resolve any problems related to the construction of the project improvements. The meetings may be scheduled as frequently as biweekly as acceptable to GWA.

- c. Hold meetings with GWA (at the request of GWA or DCA) to discuss contract administration policies, progress of construction, problems, or any pertinent matters.
  - d. Prepare and distribute project correspondence and reports as required for proper management of the construction of project improvements.
  - e. Secure and transmit to GWA or the Contractor (whichever is appropriate) required certificates, waivers, affidavits, releases and other pertinent documents.
  - f. Prepare a detailed periodic construction status report acceptable to GWA.
  - g. Enforce compliance by the contractor with all applicable contract requirements specifically related to the conduct of construction work.
  - h. Set up and maintain a construction filing system acceptable to GWA.
  - i. After acceptance of the construction of improvements, DCA will arrange and turn over to GWA all files and records relevant to project construction.
2. Review and Processing of Payment Estimates
- a. Review monthly payment requests submitted by the contractor to assure that payment estimates are in proper format and reflect actual completed work, and that appropriate sums are retained as required by the contract documents.
  - b. Assure that payment estimates show work completed and payment due.
  - c. Recommend approval or disapproval of payment of construction pay requests.
3. Processing of Contract Changes:
- a. Notify GWA of conditions during construction or problems with the prosecution of work that may lead to any changes in the cost or completion period. Submit recommendations on how to deal with these potential changes.
  - b. Review and evaluate any changes requested by GWA or the contractor and make recommendations on how to deal with the changes.
  - c. Estimate the cost of the changes and corresponding adjustments to the contract completion period, negotiate tentatively approved changes with the contractor on behalf of GWA and submit the negotiated change order request to GWA for final approval.
  - d. Administer approved change orders and record costs of all change orders.
4. Claims and Disputes
- a. Notify GWA of any conditions during construction or problems in the prosecution of the work that may lead to claims by or a dispute with the contractor and prepare and present recommended solutions for GWA review and analysis.
  - b. Review any claims or disputes by the contractor and submit recommendations.

- c. Maintain accurate records of claim facts, materials, labor and equipment.
  - d. Assist GWA in settling claims or disputes with the Contractor.
5. Engineering Support
- a. Compliance Documents, Shop Drawings & Materials Submittals Review: DCA will review Compliance Documents, Shop Drawings and Material Submittals required by the contract provisions as well as the technical specifications to assure conformance with the intent of the design of improvements and contract documents. Compliance with cited construction standards will be checked.
6. Material or Equipment Substitutions
- a. DCA shall notify GWA of equipment or material substitutions proposed by the contractor and recommend approval or disapproval. After approval by GWA, administer the substitutions.
7. Construction Schedule Review
- a. Evaluate the contractor's work schedule and direct the contractor, as appropriate, to make changes if required to assure that the schedule is correct, realistic and shows a sequence of construction work which conforms to the approved contract.
  - b. Enforce contractor compliance with the approved schedule as may be updated.
  - c. Have the contractor update or revise his schedule as required during construction of improvements.
8. As-Built /Record Drawings
- a. Assure that the contractor prepares "As-Built" drawings as the work progresses.
  - b. Review and approve the as-built drawings for content and accuracy.
9. Construction Inspection, Quality Control & Close-Out Services
- a. Construction Inspection:
    - i. Inspect the construction of improvements to assure that work is done according to the construction documents and work schedule. DCA shall provide qualified personnel to properly inspect every phase of the construction of project improvements.
    - ii. Strictly enforce all provisions of the contract specifications dealing with the prosecution of work and contractor compliance with local and federal laws.
    - iii. Issue stop work orders for a portion of or the entire project as may be required *without prior notice to GWA* when conditions of work or actions by the contractor threaten the health and safety of the contractor's workers, inspectors or the public or *with prior notice to and approval from GWA* when actions by the contractor are in violation of the approved construction documents.
    - iv. Direct changes to the contractor's operations if needed to minimize inconvenience to and protect the safety of the public as permitted by the specifications.

- v. Maintain a daily detailed record of the progress of construction work with daily upload to project website.
  - vi. Schedule and conduct pre-final and final inspections under each task order with representatives of GWA and others (as appropriate), and record the results in detail.
  - vii. Secure written acceptance of the project from appropriate government agencies.
  - viii. Periodic inspection will be conducted. Specifically, during major repairs and times where GWA engineering deems it is needed. DCA will at a minimum will provide spot inspections and reports at least twice weekly once and when construction is underway.
- b. Quality Control: The requirements set for the project QA plan will be implemented by all DCA project personnel this also includes:
- i. Strictly enforce all provisions of the contract specifications dealing with material testing and quality of workmanship.
  - ii. Schedule, witness and approve or reject as appropriate all tests required to be performed by the contractor and obtain certificates and/or written verification of the test results.
  - iii. Assure that all construction work conforms to the requirements of the construction documents, all applicable codes, and to good construction practices.
- c. Survey Control
- i. Check the contractor's layout of project boundaries and work limits.
  - ii. Check the accuracy of all work in progress or completed to assure conformance to the contract documents. To this end, DCA will check location and elevations of project Improvements to assure conformance with the intent of the approved construction contract documents. This work is extremely crucial as construction blunders can go unnoticed or undetected if construction check surveys are not conducted.
- d. Close Out
- i. Project Closeout: Upon the completion and GWA acceptance of the construction of improvements, DCA will turn over all record drawings (originals and electronic files), project files and other relevant project documents.
- F. Resident Project Representative (RPR) Services: see above DCA Scope of Services
- G. Other Services: Engineer shall also provide the following services: N/A
- H. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

## 1. Additional Services

Additional Services that may be authorized or necessary under this Task Order are:

☐ N/A

## 2. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 3.Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule: as specified in the Scope of Work

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer/CM	Furnish inspection reports to Owner throughout project duration.	Within 390 days of the Effective Date of the Task Order.

#### I. Payments to Engineer

1. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 4 fee proposal:

Description of Service	Amount	Basis of Compensation
Construction Management Services		
a. Pre-Construction Services	\$909.36	Lump Sum
b. Construction Phase	\$71,546.85	Lump Sum
c. Post Construction Phase	\$2,195.52	Lump Sum
d. Special Inspections (Electrical)	\$22,102.50	T&M
<b>TOTAL COMPENSATION (lines .a-d)</b>	<b>\$96,754.22</b>	
	<b>Say \$96,754</b>	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

2. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

J. Consultants retained as of the Effective Date of the Task Order: EMCe

K. Other Modifications to Agreement and Exhibits: None

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

L. Attachments: Negotiated Fee Proposal

M. Other Documents Incorporated by Reference:

N. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 7-20, 2021.

OWNER: Guam Waterworks Authority

By: [Signature]

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: [Signature]

Print Name: KENNETH M. REKDAHL, P.E.

Title: Vice President

Engineer License or Firm's  
Certificate No. (if required): No. 252  
State of: Territory of Guam

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gerald Gattoc  
Title: Project Manager  
Address: Gloria B. Nelson Public Service Bldg.  
688 Route 15  
Mangilao, Guam 96913  
E-Mail Address: ggattoc@guamwaterworks.org

Phone: 671-300-6047

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

CERTIFIED FUNDS AVAILABLE:

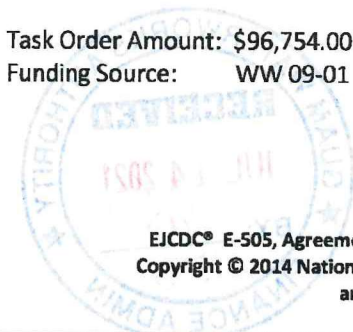
By: [Signature] 7/19/2021  
TALING M. TAITANO, CPA, CGFM  
GWA Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]  
KELLY O. CLARK  
GWA General Counsel

Task Order Amount: \$96,754.00

Funding Source: WW 09-01



This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1**

**The Effective Date of this Amendment is:** \_\_\_\_\_.

**1. Background Data:**

- a. Owner: Guam Waterworks Authority
- b. Engineer: Duenas, Camacho & Associates, Inc.
- c. Project: Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services  
GWA Project No. M19-003-BND

**2. Nature of Amendment:** [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

**3. Description of Modifications:**

The original contract amount was \$750,000. During the contract, GWA identified needs for services under this contract that have totaled \$749,410 through three Task Orders (No. 1-3). Amendment No. 1 to Owner-Engineer Agreement is to increase the contract amount to \$846,164. At this time, GWA requires additional services to manage and oversee the construction of the Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation as described in Task Order No. 4 in the amount of \$96,754.00.

This Amendment No. 1 to the ID/IQ Owner-Engineer Agreement contract will increase contract funding in the amount of \$96,754.00 to allow for Task Order No. 4 to be executed. The total contract amount is, therefore, \$846,164 through this Amendment No. 1 to the ID/IQ PM CM.

Task Order No. 4 is 390 days from effective date.

**Agreement Summary:**

a. Original agreement amount:	\$750,000.00
b. Net amount for Task Orders (1-3):	\$749,410.00
Task Order 1:	\$297,077.00
Task Order 2:	\$189,729.00
Task Order 3:	\$262,604.00
c. Net change for this amendment to include Task Order 4:	\$96,754.00
d. Adjusted Agreement amount:	\$846,164.00

Change in time for services (days or date, as applicable): \_\_\_\_\_

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

**OWNER:**

Guam Waterworks Authority

By:  10-14-2021  
Print  
name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

Date Signed:

**ENGINEER:**

Duenas, Camacho & Associates, Inc.

By:   
Print  
name: KENNETH M. REKDAHL, P.E.

Title: Chief of Special Projects

Date Signed: Aug 4, 2021

**CERTIFIED FUNDS AVAILABLE:**

By:  10/14/2021  
TALING M. TAITANO, CPA, CGFM  
GWA Chief Financial Officer 

**APPROVED AS TO FORM:**

By:  10/12/21  
THERESA G. ROJAS  
GWA General Counsel