



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. 13-FY2022

**RELATIVE TO APPROVAL OF THE PROGRAM MANAGEMENT/CONSTRUCTION
MANAGEMENT SERVICES FOR THE GUAM WATER AND WASTEWATER
INFRASTRUCTURE IMPROVEMENTS SERVICES EXTENSION**

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, through Resolution No. 15-FY2017, GWA entered into an agreement with Brown and Caldwell for the Program Management/Construction Management (“PM/CM”) services for the Guam Water and Wastewater Infrastructure Improvements Program of specific Department of Defense (DoD) grant-funded projects to support the military buildup on Guam; and

WHEREAS, Resolution No. 15-FY2017 further authorized an original contract amount of Fourteen Million Seven Hundred Ninety Thousand Three Hundred Forty-Six Dollars (\$14,790,346.00) and a five percent (5%) contingency of Seven Hundred Thirty-Nine Thousand Five Hundred Seventeen Dollars and Thirty Cents (\$739,517.30), which brought the total authorized funding to Fifteen Million Five Hundred Twenty-Nine Thousand Eight Hundred Sixty-Three Dollars and Thirty Cents (\$15,529,863.30); and

WHEREAS, GWA has approved three Owner-Program Manager Amendments to date (Amendment Nos. 1 – 3) for an additional Two Hundred Twenty-Two Thousand One Hundred

1 Sixty Dollars and Sixty-Four Cents (\$222,160.64), for a current total contract amount of Fifteen
2 Million Twelve Thousand Five Hundred Six Dollars and Sixty-Four Cents (\$15,012,506.64); and

3
4 **WHEREAS**, the completion of Northern District Sewer Interceptor Rehabilitation was
5 ahead of schedule and under budget, and the Ocean Outfall Diffuser installation was completed
6 ahead of schedule, the Northern District Wastewater Treatment Plant (“NDWWTP”) Upgrades
7 and NGLA Monitoring Wells Expansion Construction Projects have been extended due to
8 COVID-19, global supply chain shortages, H2-B visa processing, and other unforeseen
9 circumstances; and

10
11 **WHEREAS**, Amendment No. 4 to the PM/CM contract is needed to increase funding
12 and extend the Brown and Caldwell project team’s services through August 31, 2022 for the
13 successful completion of the two remaining projects in the Guam Water and Wastewater
14 Infrastructure Improvements Program; and,

15
16 **WHEREAS**, management seeks CCU approval of Amendment No. 4 to the PM/CM
17 contract (See Exhibit A); and

18
19 **WHEREAS**, the total amount of Amendment No. 4 to the PM/CM contract equals One
20 Million Six Hundred Eighty-Four Thousand Three Hundred Forty-Nine Dollars and Ninety-
21 Seven Cents (\$1,684,349.97) (See Exhibit A); and

22
23 **WHEREAS**, the current PM/CM contract amount, including approved Amendment Nos.
24 1 - 3, is Fifteen Million Twelve Thousand Five Hundred Six Dollars and Sixty-Four Cents
25 (\$15,012,506.64), which is less than the total CCU approved amount of Fifteen Million Five
26 Hundred Twenty-Nine Thousand Eight Hundred Sixty-Three Dollars and Thirty Cents
27 (\$15,529,863.30); and

28
29 **WHEREAS**, management seeks to increase the authorized PM/CM contract amount by
30 One Million One Hundred Sixty-Six Thousand Nine Hundred Ninety-Three Dollars and Thirty-
31 One Cents (\$1,166,993.31) to enable execution of Amendment No. 4; and

1 **WHEREAS**, the new authorized amount for the PM/CM contract will be Sixteen Million
2 Six Hundred Ninety-Six Thousand Eight Hundred Fifty-Six Dollars and Sixty-One Cents
3 (\$16,696,856.61) to execute Amendment No. 4 of the PM/CM contract; and,

4
5 **WHEREAS**, funding for this Amendment No. 4 will be from Office of Local Defense
6 Community Cooperation (OLDCC), which is formerly known as the Office of Economic
7 Adjustment (OEA), grants and, if necessary, applicable Bond funds.

8
9 **NOW BE IT THEREFORE RESOLVED**, that the Consolidated Commission on
10 Utilities does hereby approve the following:

- 11 1. The recitals set forth above hereby constitute the findings of the CCU.
- 12 2. The CCU finds that Amendment No. 4 to the PM/CM contract is necessary for the
13 successful completion of the NDWWTP Upgrades and NGLA Monitoring Wells
14 Expansion projects (Exhibit A).
- 15 3. The CCU hereby approves the funding increase of the PM/CM contract in the
16 amount of One Million One Hundred Sixty-Six Thousand Nine Hundred Ninety-
17 Three Dollars and Thirty-One Cents (\$1,166,993.31).
- 18 4. The CCU hereby approves the total funding authorization for the PM/CM contract
19 with Brown and Caldwell to be Sixteen Million Six Hundred Ninety-Six
20 Thousand Eight Hundred Fifty-Six Dollars and Sixty-One Cents (\$16,696,856.61)
21 to execute Amendment No. 4 of the PM/CM contract.
- 22 5. The CCU hereby further approves the use of OLDCC grant and, if necessary,
23 Bond funds as may be required to execute Amendment No. 4 of the PM/CM
24 contract and authorizes GWA Management to seek approval of the Guam Public
25 Utilities Commission under the Contract Review Protocol if required.

26
27 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
28 of this Resolution.

29 //

30
31 //

1 **DULY AND REGULARLY ADOPTED**, this 26th day of April, 2022.

2
3 Certified by:

Attested by:

4
5 

6 **JOSEPH T. DUENAS**
7 Chairperson

8
9 

10 **MICHAEL T. LIMTIACO**
11 Secretary

12
13 **SECRETARY'S CERTIFICATE**

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

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

20 AYES: 5

21 NAYS: 0

22 ABSENT: 0

23 ABSTAIN: 0

24 ///

25 ///

26 ///

27 ///



This is **EXHIBIT K**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Program Manager** dated March 16, 2022.

Amendment to Owner-Program Manager Agreement – Amendment No. 04

1. Background Data:

- a. Effective Date of Owner-Program Manager Agreement: February 12, 2017
- b. Owner: Guam Waterworks Authority,
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913
- c. Program Manager: Brown and Caldwell
414 W. Soledad Ave. Suite 602
Hagatna, GU 96910
- d. Program: Project Management/Construction Management Services for the Guam Water and Wastewater Infrastructure Improvements,
GWA Project No. S17-001-OEA.

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

- Additional Services to be performed by Program Manager
- Modifications to Services of Program Manager
- Modifications to Responsibilities of Owner
- Modifications to Payment to Program Manager
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Brown and Caldwell’s (BC’s) contract for the Program Management/Construction Management (PM/CM) services for the subject program was anticipated to be completed by December 31, 2021. The Program has extended and is now anticipated to be completed by August 31, 2022. Pursuant to Article 3, Section 3.2, Paragraph B, of BC’s contract, BC is requesting additional time and corresponding compensation for extending our PM/CM services through this added duration to the anticipated completion of this work. Program Manager to provide additional professional services to conduct PM/CM efforts for the Northern District Wastewater Treatment Plant (NDWWTP) Upgrades as follows:

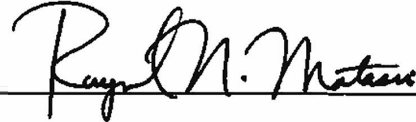
- a. Continue to perform PM/CM Services, as described in BC’s Contract for the PM/CM Services for the Guam Water and Wastewater Infrastructure Improvements, GWA Project No. S17-001-OEA during the remaining construction work and the Commissioning and Start-up associated with Black Construction Corporation’s contract for the Upgrade of Northern District Wastewater Treatment Plant from January 1, 2022, through July 31, 2022.

- b. Continue to perform PM/CM Services, as described in BC's Contract for the PM/CM Services for the Guam Water and Wastewater Infrastructure Improvements, GWA Project No. S17-001-OEA during the remaining Northern Guam Lens Aquifer (NGLA) Expansion Project related work from January 1, 2022, through August 31, 2022.

Owner and Program Manager 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. The Effective Date of this Amendment is March 16, 2022.

OWNER:
GUAM WATERWORKS AUTHORITY

PROGRAM MANAGER:
BROWN AND CALDWELL



By: MIGUEL C. BORDALLO, PE

By: RAYMOND N. MATASCI

Title: General Manager

Title: Sr. Vice President

Date Signed: _____

Date Signed: March 16, 2022

Modifications

- I. Program Manager to extend its PM/CM services in accordance with the remaining applicable tasks described in Exhibit A of BC's PM/CM Services for the Guam Water and Wastewater Infrastructure Improvements Contract as follows:
 - a. Phase 010, Program Management
 - b. Phase 110, Project 1 – NDWWTP
 - c. Project 410, Project 4 – Groundwater Monitoring Wells
- II. For the Additional Services set forth above, Owner shall pay Program Manager the following additional compensation by Time and Materials not to exceed \$1,684,349.97, without written approval, and consistent with the following.

ADDITIONAL SERVICES

For the efforts noted above, the additional labor and expenses, consistent with attached Table 1, are as follows:	
1. Jerry Johnson @ 1,189 hours x \$272/hr. =	\$ 323,408.00
2. Joseph Claveria @ 820 hours x \$164/hr. =	\$ 134,480.00
3. Ligaya Heramil @ 98 hours x \$85/hr. =	\$ 8,330.00
4. Jerry Johnson's living expenses @ \$6,500/month x 7 months =	\$ 45,500.00
5. Jerry Johnson's flights estimated @ \$2,200 x 2 =	\$ 4,400.00
6. Misc. Expenses estimated @ \$300/month x 8 months =	\$ 2,400.00
Subtotal BC's Labor & Expenses =	\$ 518,518.00
GHD Subcontracted Labor and Expenses, consistent with attached Table 2, @ \$152,351.29/month x 7 months =	\$1,066,459.03
BC's Mark-up on Subconsultants @ 3% =	\$ 31,993.77
Subtotal BC's Consultants Labor & Expenses =	\$1,098,452.80
GRT @ 4.167%	\$ 67,379.17
TOTAL	\$1,684,349.97

***OPTIONAL SERVICES**

TOTAL OPTIONAL	\$0.00
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III. An increase of 8 months is requested under this Amendment to a new Program end date of August 31, 2022.

TABLE 1

BC's Proposed Contract/Services Extension for NDWWTP Projected Costs:

BC's Portion:

2 months

- Jerry Johnson @ (40 hrs./wk. x 4.1 wk.s/month x \$272/hr. x 7 months) + (10 hrs./wk. x 4.1 wks./month x \$272/hr. x 1 month).	\$	323,408.00	<i>\$89,216</i>
- Joseph Claveria @ 25 hrs./wk x 4.1 weeks/month x \$164/hr. x 8 months =	\$	134,480.00	<i>\$32,275</i>
- Ligaya Heramil @ 3 hrs./wk. x 4.1 weeks/month x \$85/hr. x 8 months =	\$	8,330.00	<i>\$ 2,091</i>
- Jerry Johnson's living expenses @ \$6,500/month x 7 months =	\$	45,500.00	<i>\$13,000</i>
- Jerry Johnson's Flights 2 x \$2,200 =	\$	4,400.00	<i>0</i>
- Misc. Expenses @ \$300/month x 8 months =	\$	2,400.00	<i>\$ 600</i>
TOTAL BC's	\$	518,518.00	<i>\$137,182</i>
GRT Tax @ 4.167% =	\$	21,606.65	<i>\$ 5,716</i>
Grand Total BC Portion =	\$	540,124.65	<i>\$142,898</i>
GHD's Portion (see attached GHD Detail, Table 2) for NDWWTP = \$152,351.29/month x 7	\$	1,066,459.03	<i>\$304,703</i>
Mark-up @ 3% =	\$	31,993.77	<i>\$ 921</i>
GRT Tax @ 4.167% =	\$	45,772.53	<i>\$ 12,735</i>
	\$	1,684,349.97	<i>\$461,257</i>

Notes:

- 1) Labor rates used herein are 2021 rates in BC's Original Proposal and escalated by 2.5% for 2022.
- 2) The costs included herein assume a 7 month extension to the NDWWTP Upgrades Project and that it will be complete with project closeout by July 31, 2022.
- 3) The costs included herein assume an 8 month extension to the NGLA Wells Expansion Project and that it will be complete with project closeout by August 31, 2022.

SH7.5

TABLE 2

GHD - MONTHLY COST BREAKDOWN						
Project Name: Northern District Wastewater Treatment Plant				Attachment: 1		
GHD Project Number: 11145237				of: 1		
Prepared by: Bryan J. Ryley				Checked by: Paul K. Baron		
Date: 03/02/22				Date:		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	MARKUP	TOTAL
1.0	DIRECT COST					\$ 130,798.08
1.1	Bryan Ryley	168	\$ 234.94	\$ 39,469.92	\$ -	\$ 39,469.92
1.2	Jeff Bell	168	\$ 193.96	\$ 32,585.28	\$ -	\$ 32,585.28
1.3	Ross Binuya	168	\$ 147.52	\$ 24,783.36	\$ -	\$ 24,783.36
1.4	Arlyn Carpo	168	\$ 65.56	\$ 11,014.08	\$ -	\$ 11,014.08
1.5	Steven Carbullido	168	\$ 136.58	\$ 22,945.44	\$ -	\$ 22,945.44
2.0	TELEPHONE & DATA CONSUMABLE COST					\$ -
2.1	Telephone Expense					
1	Docomo Phone (Bryan Ryley)	0	\$ 81.30	\$ -	\$ -	\$ -
2	Docomo Phone (Ross Binuya)	0	\$ 80.64	\$ -	\$ -	\$ -
3	Docomo Phone (Steven Carbullido)	0	\$ 80.64	\$ -	\$ -	\$ -
3.0	MOTOR VEHICLE CONSUMABLE COST					\$ 1,140.00
3.1	2017 GMC Canyon (YN4682)					\$ 1,140.00
1	Fuel - IP&E	1	\$ 300.00	\$ 300.00	\$ -	\$ 300.00
2	Rental (\$40.00/day)	21	\$ 40.00	\$ 840.00	\$ -	\$ 840.00
3.2	GHD Steven C. POV Mileage (\$0.54/mile)	0	\$ 0.54	\$ -	\$ -	\$ -
3.3	GHD Jeff B. POV Mileage (\$0.54/mile)	0	\$ 0.54	\$ -	\$ -	\$ -
4.0	EQUIPMENT CONSUMABLE COST					\$ 712.00
4.1	Site Camera Expense (Workzone)					
1	Rental (\$1,134.32/month)	0	\$ 1,134.32	\$ -	\$ -	\$ -
4.2	Kawasaki Mule 410 trans 4x4					\$ 587.00
1	Rental (\$587/month)	1	\$ 587.00	\$ 587.00	\$ -	\$ 587.00
4.3	Drone Expense					\$ 125.00
1	Rental (\$125/day)	1	\$ 125.00	\$ 125.00	\$ -	\$ 125.00
5.0	SUBCONSULTANT COST					\$ 17,462.50
5.1	LD Matson	8.50	\$ 150.00	\$ 1,275.00	\$ 127.50	\$ 1,402.50
5.2	Pacific Soils	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 5,500.00
5.3	Patrick McCandless & Associates	128	\$ 75.00	\$ 9,600.00	\$ 960.00	\$ 10,560.00
6.0	BENTLY PROJECTWISE					\$ 2,238.71
6.1	User Fees (~\$142/User/Quarter)	43	\$ 47.33	\$ 2,035.19	\$ 203.52	\$ 2,238.71
GRAND TOTAL						\$ 152,351.29