



## CONSOLIDATED COMMISSION ON UTILITIES

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

### GUAM WATERWORKS AUTHORITY WORK SESSION

*CCU Conference Room*

*8:30 a.m., July 16, 2024*

#### AGENDA

1. CALL TO ORDER
2. GWA ISSUES FOR DECISION
  - 2.1 [Resolution No. 17-FY2024 \(GWA\) / Resolution No. FY2024-20 \(GPA\) – Relative to the Creation and Approval of the Position Classification Specification for the Legal Analyst Position](#)
  - 2.2 [Resolution No. 24-FY2024 – Relative to the Approval of the Procurement of Laboratory Services with Eurofins Eaton Inc.](#)
  - 2.3 Resolution No. 25-FY2024 – Relative to Approval of the Design Services Contract for the Gill Breeze Subdivision Water and Wastewater Infrastructure Project
  - 2.4 [Resolution No. 26-FY2024 – Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services Contract for the 2024 Interim Water Resources Master Plan Update](#)
  - 2.5 Resolution No. 27-FY2024 – Relative to Approval of Additional Funding to the Santa Rosa, Sinifa, and Santa Rita Tank and System Upgrades Construction Management Contract
  - 2.6 [Resolution No. 28-FY2024 – Relative to Approval to Procure the Design-Build of Guam Waterworks Authority SCADA System](#)
  - 2.7 [Resolution No. 29-FY2024 – Relative to Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services for the Water and Wastewater Systems](#)
3. [GWA GM REPORT](#)
  - 3.1 [Administration](#)
  - 3.2 Compliance
  - 3.3 [Engineering / Capital Improvement Program](#)
  - 3.4 [Financial](#)
  - 3.5 [Operations](#)
  - 3.6 Other
4. OTHER DISCUSSION
  - 4.1 Time and Attendance System for GWA and GPA
5. ANNOUNCEMENTS
  - 5.1 Next CCU Meetings: July 18, 2024 - GPA WS at 8:30 a.m.  
July 23, 2024 - CCU Regular Board Meeting at 5:30 p.m.
6. ADJOURNMENT



**GUAM WATERWORKS AUTHORITY**  
Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913  
Tel: (671) 300-6846/7

### Issues for Decision

#### **Resolution No. 17- FY2024 (GWA) / Resolution No. FY2024-20 (GPA)**

Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Addition to GPA's and GWA's Certified, Technical, and Professional List of Positions.

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

The absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses. By creating the Legal Analyst position specifically for GWA and GPA, the minimum qualification and illustrative examples of the position would provide greater flexibility to accomplish the overall goals and key performance indicators for the legal section for both utilities.

#### **Where is the location?**

The Legal Analyst position is organizationally based with the Legal Division within the Guam Waterworks Authority and the Guam Power Authority.

#### **How much will it cost?**

The proposed pay ranges and demonstration of compliance with §6301 of this Title: GWA's compensation plan was authorized by P.L. 28-159 and approved by the CCU in October 2007. The proposed compensation follows the Strategic Pay Plan Methodology. The proposed salary range to fill the position is as follows:

Legal Analyst	<b>GWA</b> (25 <sup>th</sup> Market Percentile: 2022 Market Data) <b>Minimum:</b> \$61,152.00 per annum / \$29.40 per hour <b>Maximum:</b> \$63,635.00 per annum / \$30.59 per hour
Legal Analyst	<b>GPA</b> (30 <sup>th</sup> Market Percentile: 2022 Market Data) <b>Minimum:</b> \$62,199.57 per annum / \$29.90 per hour <b>Maximum:</b> \$64,725.12 per annum / \$31.12 per hour

#### **When will it be completed?**

The petitions shall be posted on the agency, department, or public corporation's website for ten (10) days (except Saturdays, Sundays, and government of Guam holidays). After the posting, the General Manager shall forward the petition along with evidence of his compliance with 4 GCA, Chapter 6, §6303.1(a), to the governing board or commission who, if they approve the same, shall approve the petition by resolution and file the petition and resolution for records with the Director of Administration and the Legislative Secretary.

No new position may be filled until after compliance with the provision of this Section and thirty (30) days have elapsed from the filing date with the Legislative Secretary.

Resolution 17-FY2024 (GWA) and Resolution FY2024-20 (GPA) - Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and to Add to GPA's and GWA's Certified, Technical, and Professional List of Positions.

Page 2

**What is the funding source?**

GWA and GPA are responsible for the funding available for these positions and for ensuring compliance with all applicable laws, rules, and regulations regarding the creation, filling, and retention of positions in certified, technical, and professional positions. The funding of this position has no financial impact on the Government of Guam General Fund.

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

Not Applicable



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**GWA RESOLUTION NO. 17-FY2024**  
**GPA RESOLUTION NO. FY2024-20**

**RELATIVE TO THE CREATION AND APPROVAL OF POSITION**  
**CLASSIFICATION SPECIFICATION FOR:**  
**LEGAL ANALYST**

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

**WHEREAS**, the GWA and GPA are Guam Public Corporations established and existing under the laws of Guam; and

**WHEREAS**, the Legal Analyst position is deemed essential to meet the demands of the legal division within GWA and GPA, as both entities provides a wide range of legal services necessary to address specific issues raised within each organization, the GWA/GPA executive management teams, and the elected CCU; and

**WHEREAS**, the absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses to address utility issues and cases more efficiently and effectively; and

**WHEREAS**, the General Managers of GWA and GPA have petitioned the CCU to approve the job specification standard for the Legal Analyst position in the classified status (Attachment A); and

1           **WHEREAS**, Public Law 34-131, Section 2, §6303 (d) and (2C) authorizes the creation  
 2 of positions in Autonomous Agencies and Public Corporations; and

3  
 4           **WHEREAS**, GWA Personnel Rules and Regulations as amended by Public Law 28-159  
 5 Section 3 (C) authorizes the CCU to amend, modify, or add a position to the list of certified,  
 6 technical, and professional positions; and

7  
 8           **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities  
 9 does hereby approve the following:

- 10           1. The recitals set forth above hereby constitute the findings of the CCU.  
 11           2. The CCU finds that the creation of the Legal Analyst position would be in the  
 12           classified service.  
 13           3. The CCU hereby authorizes GWA and GPA to add the Legal Analyst position  
 14           to the Certified, Technical, and Professional (CTP) list of positions.  
 15           4. The CCU hereby further authorizes the management of GWA and GPA to  
 16           adopt the proposed minimum and maximum range of compensation, under the  
 17           Strategic Pay Methodology as follows:

25 <sup>th</sup> Market Percentile (2022 Market Data – 5 Sub-Steps) - GWA											
Benchmark Position	Structural Adjustment- MIN						Structural Adjustment- MIN				
	JE Points	Base Salary	Hourly	Grade	Step	Sub-Step	Base Salary	Hourly	Grade	Step	Sub-Step
Legal Analyst	701	\$61,152.25	\$29.00	J	2	C	\$63,635.27	\$31.00	J	3	C

30 <sup>th</sup> Market Percentile (2022 Market Data – 5 Sub-Steps) - GPA											
Benchmark Position	Structural Adjustment- MIN						Structural Adjustment- MIN				
	JE Points	Base Salary	Hourly	Grade	Step	Sub-Step	Base Salary	Hourly	Grade	Step	Sub-Step
Legal Analyst	629	\$62,199.57	\$29.90	J	02	B	\$64,725.12	\$31.12	J	03	B

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

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**DULY AND REGULARLY ADOPTED**, this 23<sup>rd</sup> day of July, 2024.

Certified by:	Attested by:
_____	_____
<b>JOSEPH T. DUENAS</b>	<b>PEDRO ROY MARTINEZ</b>
Chairperson	Secretary

**SECRETARY'S CERTIFICATE**

I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

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## **LEGAL ANALYST (PROPOSED)**



### **NATURE OF WORK IN THE CLASS:**

Under the general direction and supervision of the Guam Power Authority (GPA) or the Guam Waterworks Authority (GWA) staff attorney, employees in this class perform a variety of specialized legal assignments and conduct legal research; analyze legislation, regulations, procedural court orders, and non-complex court and administrative decisions; prepare legal documents and forms for administrative and court proceedings; prepares reports; reviews and assist with the preparation of templated agreements and contracts; and assists with the preparation of administrative rules, regulations, and resolutions; and, coordinated assigned activities.

**ILLUSTRATIVE EXAMPLES OF WORK:** (This list is of examples only and does not indicate all job-related duties required of this position.)

Conduct legal research and summarize results; assist in case preparation, pretrial and trial preparation, both in and outside the courtroom and/or for any administrative or regulatory proceeding to include Civil Service Commission (CSC) Status Calls/Hearings, Consolidated Commission on Utilities, and Public Utilities Commission regular meetings and hearing.

Monitors, tracks, and updates the status of attorneys' cases and prepares related status reports and summaries;

Identifies and resolves scheduling conflicts for case matters, witnesses, clients, and attorneys;

Identifies, compiles, and selects documents and exhibits for discovery and trial;

Applies knowledge of various court rules related to legal practice subject matter and court filing procedures;

Calculates and calendars critical and other dates and advises attorney of specific time requirements, deadlines, and court schedules;

Schedules and coordinates pre-hearing conferences or depositions; summarizes deposition content;

Communicates with the courts, clients, and witnesses regarding noted motions and confirms scheduling;

Prepares, proofreads, serves, and files notices of appearance, answers, motions, notices of hearings, initial or final orders, appellate briefs, accompanying correspondence, and other related case and court documents or pleadings in compliance with court rules;

Checks legal citations and references for correct format;



## **LEGAL ANALYST** **(PROPOSED)**



Performs legal research to gather and analyze information relevant to litigation regarding specific topics, statutes, case law, court rules, and legislative history;

Prepares exhibits and courtroom aids, incorporating current technology;

Drafts interrogatories, requests for documents and responses to same;

Prepares and finalizes discovery, both propounded and responsive;

Review discovery requests provided by the opposing party and identify necessary information needed to obtain appropriate records;

Composes, organizes, and enters discovery information into legal databases; summarizes depositions and other discovery materials;

Retrieves case records, statements, or exhibits as required from databases;

Provides assistance to attorneys during trial and/or Civil Service Commission (CSC) hearings or other similar administrative or regulatory hearings;

Assembles attorney instructions, organizes hearing and trial notebooks, and maintains case files;

Performs other work as required.

### **KNOWLEDGE, ABILITIES, AND SKILLS**

Knowledge of legal procedures and terminology

Knowledge of principles of legal research and legal writing

Knowledge of legal processes and court judicial systems

Knowledge of principles of ethics and confidentiality rules related to legal practice

Knowledge of judicial and quasi-judicial procedures and the rules of evidence

Ability to supervise and train legal clerks or legal secretaries on investigative techniques and processes

Ability to perform legal research in accordance with preliminary instructions as to methods or approach, source material available, and policy and precedent of the office

Ability to summarize facts and evidence and prepare legal instruments

Ability to communicate clearly and logically in oral and written form





## **LEGAL ANALYST** **(PROPOSED)**



Ability to utilize technology in research and writing assignments

Ability to create spreadsheets to capture and analyze data

Ability to maintain effective working relationships with persons contacted in the course of work

### **MINIMUM EXPERIENCE AND TRAINING**

- A. Certificate of completion of a paralegal program approved by the American Bar Association; **or**
- B. Graduation from a recognized college or university with a Bachelor's in Legal Studies, Criminal Justice, or related field, and two (2) years of law-related experience; **or**
- C. Graduation from a recognized college or unit with an Associate's Degree in Paralegal, Legal Studies, Criminal Justice, or related field and three (3) years of legal experience; **or**
- D. Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

### **LICENSE OR CERTIFICATES**

A valid Guam driver's license may be required at the time of appointment.

**ESTABLISHED:                      JULY 2024**

**FLSA STATUS:                      EXEMPT**

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**JOSEPH T. DUENAS, Chairman**  
**Consolidated Commission on Utilities**



### **Issues for Decision**

#### **Resolution No. 24-FY2024**

Relative to the Approval of the Procurement of Laboratory Testing Services With Eurofins Eaton, Inc.

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

GWA's contract for laboratory testing services, which are to support our own laboratory operations and provide the needed analysis required by the Safe Drinking Water Act and Guam Primary and Secondary Safe Drinking Water Standards has expired. There is a pressing need to replace the existing Laboratory Service Contract that expired in January of this year.

#### **Where is the location?**

Services will be provided to GWA through our new GWA Laboratory facility in upper Tumon.

#### **How much will it cost?**

Approximately Five Hundred Ninety-two Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year based on previous expenditures or One Million Seven Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three (3) years.

#### **When will it be completed?**

Implementation date is July 2024 and will have an initial term of 3 years.

#### **What is the funding source?**

Internal cash flow.

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

The IFB for an indefinite quantity agreement has been completed.



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**RESOLUTION NO. 24-FY2024**

**RELATIVE TO THE APPROVAL OF THE PROCUREMENT OF  
LABORATORY SERVICES WITH EUROFINS EATON INC.**

**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**, in January 01, 2019, GWA entered into a three-year indefinite quantity agreement with Eurofins Eaton Inc. for a U.S. Environmental Protection Agency certified lab to analyze water and wastewater samples provided by the Guam Waterworks Authority (“GWA”) in a manner that meets the “Standardized Monitoring Requirements” established by the Guam Environmental Protection Agency as provided under the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations; and

**WHEREAS**, the Eurofins Agreement expired in January of this year, and GWA issued GWA IFB 2024-09 to procure new services.

**WHEREAS**, in response to IFB 2024-05 seven (7) bidders picked up bid packets as listed on GWA’s Bidder Register but only one (1) bidder submitted a bid. The single bid submission was submitted by Eurofins Eaton Analytical, LLC.

**WHEREAS**, Eurofins Eaton Analytical, LLC was deemed responsive and responsible complying with all term and conditions of the bid.

1           **WHEREAS**, GWA now wishes to move forward with a new Laboratory Services  
2 Agreement based on the accepted bid and because the services required are regulated,  
3 reasonable, prudent and necessary; and  
4

5           **WHEREAS**, the IFB for this procurement (attached as Exhibit A) contains an initial  
6 term of three years and considering that the average annual expenditures for GWA laboratory  
7 services over the past three years has been Five Hundred Ninety-Two Thousand Eight Hundred  
8 Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year or One Million Seven  
9 Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three  
10 (3) years, the requisite contract now requires the CCU approval.  
11

12           **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities  
13 does hereby approve the following:  
14

- 15           1. The recitals set forth above hereby constitute the findings of the CCU.
- 16           2. The CCU finds that the Laboratory Services Procurement (Exhibit A) at this  
17 time is reasonable, prudent and necessary.  
18

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

22           **DULY AND REGULARLY ADOPTED**, this 23<sup>rd</sup> day of July, 2024.  
23

24           Certified by:

                  Attested by:

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26           \_\_\_\_\_  
27           **JOSEPH T. DUENAS**  
                  Chairperson

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26           \_\_\_\_\_  
27           **PEDRO ROY MARTINEZ**  
                  Secretary

28   **SECRETARY'S CERTIFICATE**

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30           I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as  
31 evidenced by my signature above do hereby certify as follows:  
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The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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EXHIBIT A

**INVITATION TO BID**

The GUAM WATERWORKS AUTHORITY, will receive sealed bids for **Laboratory Services IFB. NO. 2024-09**. Bids will be accepted until 10:00 a.m. Chamorro Standard Time, December 29, 2023 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at [www.guamwaterworks.org](http://www.guamwaterworks.org) without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.



Miguel C. Bordallo, P.E.  
General Manager

GWA STAMP ISSUE DATE:

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## TABLE OF CONTENTS

<b>I.</b>	<b>BID ITEMS -----</b>	<b>4-8</b>
<b>II.</b>	<b>SCOPE OF WORK-----</b>	<b>8-10</b>
<b>III.</b>	<b>GENERAL TERMS AND CONDITIONS-----</b>	<b>10-17</b>
	A. AUTHORITY.	
	B. EXPLANATION TO BIDDERS.	
	C. QUESTIONS.	
	D. METHOD OF AWARD.	
	E. DESCRIPTIVE LITERATURE / (BROCHURES)	
	F. REJECTION.	
	G. TAXES.	
	H. LICENSING.	
	I. COVENANT AGAINST CONTINGENT FEES.	
	J. JUSTIFICATION OF DELAY.	
	K. DISCLOSURE OF MAJOR SHAREHOLDERS.	
	L. EQUAL EMPLOYMENT OPPORTUNITY.	
	M. DETERMINATION OF RESPONSIBILITY OF OFFERORS.	
	N. STANDARD FOR DETERMING WHETHER BIDDER IS QUALIFIED.	
	O. PRE-BID CONFERENCES.	
	P. BIDS.	
	Q. COMPETENCY OF BIDDERS.	
	R. REQUEST FOR BID FORMS.	
	S. BID ENVELOPE.	
	T. FORM OF BID.	
	U. MODIFICATION / ALTERATION.	
	V. MODIFICATION OR WITHDRAWAL OF BIDS.	
	W. CONTACT FOR CONTRACT NEGOTIATION.	
	X. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).	
	Y. NOTICE OF AWARD.	
	Z. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.	
	AA. TERMINATION OF BID.	
	BB. LOCAL PROCUREMENT PREFERENCE.	
<b>IV.</b>	<b>SPECIAL TERMS AND CONDITIONS-----</b>	<b>17-26</b>
	A. GENERAL COMPLIANCE WITH LAWS.	
	B. ACCESS TO RECORDS AND OTHER REVIEW.	
	C. OWNERSHIP OF DOCUMENTS.	
	D. INDEMNITY.	
	E. CHANGES.	
	F. TERMINATION.	
	• TERMINATION FOR DEFAULT.	
	• TERMINATION FOR CONVENIENCE.	
	G. SEVERABLE PROVISIONS.	
	H. GOVERNING LAW AND VENUE.	
	I. EFFECTIVE DATE OF AGREEMENT.	
	J. GOVERNMENT NOT LIABLE.	
	K. LIQUIDATED DAMAGES.	
	L. ASSIGNMENT.	
	M. ALL OR NONE BID.	
	N. CONTRACT DOCUMENTS.	
	O. DISPUTES.	
	P. CONTRACT ISSUED UNDER THIS BID IS BINDING.	
	Q. BIDDER'S RESPONSIBILITIES.	
	R. SCOPE OF AGREEMENT.	
	S. CHANGE ORDERS.	
	T. STOP WORK ORDERS.	
	U. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.	
	V. PRICE ADJUSTMENT CLAUSE.	

**V. SPECIAL PROVISIONS-----26-27**

1. BID AND PERFORMANCE BOND REQUIREMENTS:
2. PERFORMANCE BOND: SEE SECTION 1 ABOVE.
3. CONTRACT TERMS:
4. FAILURE TO SUBMIT REQUIRED DOCUMENTATION
5. SHIPPING AND COST
6. DELIVERY:

**NON-COLLUSION AFFIDAVIT-----28**

**CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL  
OFFENDERS-----29**

**SPECIAL PROVISION FOR OWNERSHIP DISCLOSURE AFFIDAVIT-----30-31**

**OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT-----32-33**

**BID AND PERFORMANCE BOND FOR GOODS AND SERVICES-----34-36**

**AS REQUIRED UNDER 5 G.C.A. § 5212**

(This form must be used; failure to utilize this form is subject to rejection of bid)

**WAGE AND BENEFIT DETERMINATION-----37**

**NON-GRATUITY or KICKBACKS AFFIDAVIT-----38**

**ETHICAL STANDARD AFFIDAVIT-----39**

**GOOD STANDING AFFIDAVIT-----40**

**DRAFT FORMAL CONTRACT -----41-53**

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**GUAM WATERWORKS AUTHORITY**  
 Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913  
 P.O. Box 3010, Hagatna, Guam 96932  
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

**Guam Waterworks Authority  
 Invitation for Bid Number: GWA 2024-09  
 For Laboratory Services**

**ALL OR NONE BID**

**I. BID ITEM(S)**

**WATER SAMPLES\***

**(A) MONTHLY TEST:**

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
1.0	Pesticides EPA 505	1	_____	_____

Total Cost: \_\_\_\_\_

**(B) QUARTERLY TEST:**

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
2.0	Organic Chemicals EPA 505 EPA 524	21 10	_____ _____	_____ _____
2.1	Trihalomethanes EPA 551.1	12	_____	_____
2.2	Haloacetic Acids EPA 552.2/SM 6251B	12	_____	_____
2.3	Total Organic Carbon (TOC) SM 5310C	2	_____	_____
2.4	PFAS EPA 537.1 EPA 533	140	_____	_____

Total Cost: \_\_\_\_\_

**(C) ANNUAL TEST:**

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
3.0	Organic Chemicals			
	EPA 505	2	_____	_____
	EPA 515.4	1	_____	_____
	EPA 524	6	_____	_____
	EDB/DBCP	1	_____	_____
3.1	Nitrates	240	_____	_____
3.2	Radionuclides			
	Gross Alpha	2	_____	_____
	Radium 226	2	_____	_____

Total Cost: \_\_\_\_\_

**(D) TRIENNIAL TEST:**

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
4.0	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Hg, Se, Na, Tl, CN, F <sup>-</sup> , NO <sub>3</sub> <sup>-</sup>	124	_____	_____
4.1	Organic Chemical EPA 505, EPA 515.4, EPA 524.2, EPA 525.2, EPA 531.2, EPA 547, EPA 548.1, EPA 549.2, EPA 551.1, EPA 1613B	124	_____	_____
4.2	Radionuclides			
	Gross Alpha	124	_____	_____
	Gross Beta	124	_____	_____
	Radium 226	124	_____	_____
4.3	Lead and Copper	100	_____	_____

Total Cost: \_\_\_\_\_

**WASTEWATER SAMPLES\***

**(A) MONTHLY TEST:**

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
5.0	Metals (Al)	1	_____	_____
			Total Cost:	_____

**(B) QUARTERLY TEST:**

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
6.0	Metals (Cu, Zn)	10	_____	_____
	(Ag)	1	_____	_____
	(Al, As, Ni)	3	_____	_____
			Total Cost:	_____

**(C) ANNUAL TEST:**

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
7.0	Whole Effluent Toxicity ( <i>Strongylocentrotus purpuratus</i> Method 1008.0)	3	_____	_____
7.1	Pesticides (Chlordane, Dieldrin)	1	_____	_____
7.2	Priority Pollutant Scan	3	_____	_____
			Total Cost:	_____

**(D) BIENNIAL TEST:**

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
8.0	Whole Effluent ( <i>Ceriodaphnia dubia</i> , Method 1002.0, <i>Pimephales promelas</i> , Method 1000.0, <i>Selenastrum capricornutum</i> , Method 1003.0)	1	_____	_____
8.1	Heavy Metals (As, Cd, Cr3+, Cr6+, Cu, Hg, Pb, Ni, Se, Ag, and Zn)	1	_____	_____
			Total Cost:	_____

**(E) TRIENNIAL TEST:**

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
9.0	Whole Effluent ( <i>Ceriodaphnia dubia</i> , Method 1002.0, <i>Pimephales promelas</i> , Method 1000.0, <i>Selenastrum capricornutum</i> , Method 1003.0)	1	_____	_____
9.1	Priority Pollutant Scan	1	_____	_____
			Total Cost:	_____

**UCMR 5 SAMPLES\***

<b><u>Item No</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Cost Per Test</u></b>	<b><u>Total</u></b>
10.0	Assessment Monitoring EPA 533 EPA 537.1 EPA 200.7	83	_____	_____
10.1	UCMR Field Blanks EPA 533 EPA 537.1	83	_____	_____
			Total Cost:	_____

**II. SCOPE OF WORK**

Bidders will analyze samples under the Standardized Monitoring Requirements of the Guam Environmental Protection Agency (“GEPA”) in compliance with the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations.

1. Samples to be tested will be obtained from approximately 120 potable water sources by GWA personnel to be analyzed for the parameters listed under the GEPA approved Standardized Monitoring Plan.
  2. Samples obtained by GWA personnel from distribution points in the system as required by the GEPA approved Standardized Monitoring Plan within the required time frames.
- A. Analyze samples under the National Pollutant Discharge Elimination System (NPDES) requirements by NELAC certified GEPA/EPA approved methods in compliance with the Clean Water Act and the Guam Water Quality Standards.
1. Samples to be obtained from **four (4)** wastewater treatment plants and from the Ugum Surface Potable Water Treatment Plant by GWA personnel for the parameters required by each plant's NPDES permit.

- B. Provide sample bottles with preservatives as needed to GWA, appropriate packing containers with ice packs, and the necessary arrangements for transporting samples to laboratory within QA/QC requirements. Sampling bottles to be available to GWA at least ten (10) days before the required sampling scheduled. Include at least ten percent (10 %) additional sampling bottles to allow for breakages and for quality assurance duplicates.
- C. Provide chain-of-custody forms with sampling protocols for GWA personnel to follow, with specific instructions for the obtaining, preserving, storing, and transporting of all samples.
- D. Provide original certified written results of analyses in a form suitable for submission to GEPA and/or USEPA. Analysis results may be submitted electronically to GWA no later than five (5) working days after completion of analysis.
- E. Notify GWA immediately upon failure of samples to be received by the laboratory within the QA/QC required parameters or on determining any sample exceedance of any of a GEPA/USEPA's Maximum Contaminant levels (MCL's) and immediately provide additional sample bottles with preservative to GWA for resampling (including appropriate packing containers, with the necessary arrangements for transporting to the laboratory within QA/QC requirements.
- F. Analyze additional samples, within laboratory's capability, as requested by GWA due to potential regulatory changes or unanticipated special needs. GWA will add or amend funding for these special conditions/testing, as needed.

## **INFORMATION REQUIRED**

### **A. Capability, Prior Experience, and Certification**

GWA is required by the USEPA to have the samples included in this bid tested by a firm who has achieved TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification. All labs are subject to the approval of the Guam Environmental Protection Agency. Bidders must provide proof of the firm's capability, prior experience in drinking water and wastewater analyses, and documents pertaining to laboratory certification. Given these requirements, all bidders **must** provide a copy of current TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification and **UCMR 5 USEPA Approval Letter** for the testing parameters to be analyzed under this bid. Bidders must also include method detection levels for each parameter certified. Failure to submit the above-mentioned documentation will be grounds for disqualification.

**B. Cost**

All costs submitted in this bid will be fixed for the duration of the contract under this bid. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory and results back to GWA must be included in the bid cost,

**C. Completion Time**

Provide the completion time for analyses from receipt of samples to submission of results. Analyses must be completed within holding time of samples.

**D. Number of Analyses**

Provide the maximum number of samples per week that can be analyzed by the laboratory for compliance under the GEPA approved Standardized Monitoring Requirements and the NPDES Regulations and within the QA/QC requirements for the analyses.

**GWA RESPONSIBILITIES**

1. GWA will provide the personnel to obtain, preserve, store, and transport water samples to selected firm for the required analyses as directed by the analytical laboratory.
2. GWA will provide a sampling schedule for all the analyses required for compliance under the Standardized Monitoring Plan and the NPDES permits for all plants.

**GENERAL RESPONSIBILITIES OF SELECTED LABORATORY(S)**

1. The laboratory will provide the sample bottles with preservative, shipping containers with the necessary ice packs, and specific instructions for the obtaining, preserving, and transportation of the water samples within QA/QC parameters.
2. The laboratory will perform analyses of samples in accordance with methods prescribed by USEPA.
3. The laboratory shall channel all requests, reports, and all other communications concerning this endeavor through the contact persons noted below.
4. The laboratory will provide an analysis schedule to meet GEPA compliance requirements. Transmittal of original results to GWA must be no later than five (5) working days after completion of analysis.

5. The laboratory shall provide Chain-of-Custody forms to GWA for proper transmittal of all samples to meet QA/QC requirements.
6. The laboratory must submit reports in SDWIS electronic deliverable format and submit with their bid an example of the file format of the SDWIS deliverable.

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. AUTHORITY.**

This Invitation for Bids is issued subject to all of the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The bid requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. Failure on the part of any bidder to act in good faith shall serve as a basis for voiding a bid or shall constitute a material breach of any contract entered into between GWA and any bidder which shall allow GWA to immediately terminate the contract.

#### **B. EXPLANATION TO BIDDERS.**

Except as otherwise provided herein, no oral explanation in regard to the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the GWA Procurement Office..

#### **C. QUESTIONS.**

Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA. All questions or requests for clarifications must be submitted **no later than five (5) business days prior to the bid opening** schedule. Any questions submitted after that date shall not be responded to except at the discretion of the GWA General Manager.

All questions regarding the bid must be submitted in writing, via US mail, via express delivery or via fax and email directed to the following:

GWA Procurement Office  
Guam Waterworks Authority  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, GU 96913  
E-mail: [psbids@guamwaterworks.org](mailto:psbids@guamwaterworks.org)  
Fax. No.: (671) 649-3750

Bids are to be submitted at the issuing offices not later than the time and date set for bid opening. Bidders may submit their bid to the Guam Waterworks Procurement Section located on the first floor of the Gloria B. Nelson Public Service Building.



**D. METHOD OF AWARD.**

GWA intends to review the bids immediately upon the opening of the bids as provided herein. The bids submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in bids received. GWA shall have the prerogative to award, amend or reject bids in whole or in part. GWA is not responsible for any and all costs incurred by any person or party incurred in preparing any bid. GWA reserves the right to retain all bids submitted regardless of whether a firm is selected. Submission of a bid indicates acceptance of all terms and conditions by the bidder.

**Policy in Favor of Disabled Veteran Owned**

Please note that in the event a bid is submitted by a bona-fide service-disabled veteran where the bidder is at least fifty-one percent (51%) owned by a service-disabled veteran and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, GWA is required under 5 G.C.A. § 5011 to award the bid to the service-disabled owned business. A service-disabled veteran business must meet all of the following qualifications under 5 G.C.A. § 5012:

- i. the business concern is licensed to do business on Guam;
- ii. the business concern maintains its headquarters on Guam;
- iii. the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions, and whose disability is service-connected as demonstrated by a DD214 and certified by an award letter from the U.S. Department of Veterans Affairs;
- iv. the DD214 and Disability award letter from the U.S. Department of Veterans Affairs are submitted to the procuring entity for every service or supply offered; and;
- v. the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

**WOMEN-OWNED BUSINESSES:** P.L. 36.26. 5 Guam Code Annotated §5013.

**§5013. Policy In Favor of Women-Owned Businesses.**

- (a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract

- (b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:
- (1) the business concern is licensed to business on Guam;
  - (2) the business concern maintains its headquarters on Guam;
  - (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
  - (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
  - (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

**E. DESCRIPTIVE LITERATURE / (BROCHURES).**

Descriptive literature (s) as specified in this solicitation must be furnish as part of the bid and must be received at the date and time set for opening bids. The literature furnished must clearly identify the item (s) in the bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product (s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of the manufacturer, construction, assembly or other characteristics which are considered appropriate. Rejection of the bid will be required if the descriptive literature (s) do not show that the product (s) offered confirm (s) to the specifications and other requirement of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

**F. REJECTION.**

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

**G. TAXES.**

Bidders are cautioned that they may be subject to Guam Business Privilege Taxes, including Gross Receipt Tax and Guam Income Taxes on Guam transactions. GWA shall not be responsible for paying any taxes owed by any vendor. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

**H. LICENSING.**

Bidders are cautioned that GWA will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

**I. COVENANT AGAINST CONTINGENT FEES.**

The bidder warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the bidder upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

**J. JUSTIFICATION OF DELAY.**

The bidder who is awarded the bid guarantees that performance will be completed within the agreed upon completion date. If, however, the selected bidder cannot comply with the completion requirement, it is the selected bidder's responsibility to advise GWA in writing explaining the cause and reasons of the delay.

**K. OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT.**

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public for inspection and copying.

**L. EQUAL EMPLOYMENT OPPORTUNITY.**

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, that was adopted on Guam, requires that the bidder not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

**M. DETERMINATION OF RESPONSIBILITY OF OFFERORS.**

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder, in accordance with the “Standard for Determination of the most Qualified bidder” section of the General Terms and Conditions. The competency of bidders includes, but is not limited to, testing of goods and/or services provided by the bidder.

**N. STANDARD FOR DETERMINING WHETHER BIDDER IS QUALIFIED.**

In determining whether a bidder is qualified, GWA shall be guided by the following:

1. the ability, capacity, and skill of the bidder to perform (i.e., is bidder qualified);
2. whether GWA believes that the bidder can perform promptly or within the specified time;
3. the character, integrity, reputation, judgment experience, and efficiency of the bidder;
4. the sufficiency of the financial resources and ability of the bidder to perform;
5. whether the bidder has submitted all documents required under this Bid; and
6. whether the bidder can meet the terms and conditions of the Bid.

**O. PRE-BID CONFERENCES.**

Pre-bid conferences may be held at any time prior to the date established herein for submission of bids to explain the procurement requirements for this Bid. GWA will notify all bidders of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

**P. BIDS.**

The Bidder is required to read each and every page of the bid and by the act of submitting a bid shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the bid. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening. Bids shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by GWA in whole or in part.

**Q. COMPETENCY OF BIDDERS.**

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item “M” above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

**R. REQUEST FOR BID FORMS.**

Each bidder shall be provided with one (1) set of the Bid packet at a cost of \$15.00. If the bidder wishes to download a bid packet on GWA website, the fee will not be charged. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to notify GWA's Procurement section at 300-6026/6027 to be registered as a prospective bidder. **Failure to register as a bidder could result in not obtaining answers to questions or bid amendments, since GWA will send these types of documents to only those vendors we are aware of. GWA shall not be liable for any reason for the failure of any vendor to register with GWA and provide accurate and complete contact information.**

**S. BID ENVELOPE.**

Bid envelopes shall be sealed and marked with the bidder's name and GWA's Invitation for Bid Number.

**T. FORM OF BID.**

**One (1) original hard copy, two (2) complete hard copies and one (1) electronic copy of the bid must be submitted.** The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. All bids shall be submitted entirely in English (including brochures if any). The electronic copy of the bid shall be submitted on a USB Drive but must follow GWA's requirements/guidelines: Product must be made in the USA or TAA compliant country, must be an encrypted USB thumb drive/External drive (like SanDisk, Data Traveler, Defender etc...) Encryption key must be provided upon submittal and USB must be free from viruses. All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

Bidders may declare portions of their bid as being confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. However, prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on **the** confidential data.

**U. MODIFICATION / ALTERATION.**

After the opening of bids, GWA or its designee(s) may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to provide GWA with a full understanding as to the responsiveness and capabilities of the proposed bidder in meeting the requirements of the bid. In conducting discussions, there shall be complete confidentiality of any information derived from bids submitted by competing bidders.

**V. MODIFICATION OR WITHDRAWAL OF BIDS.**

Bids may be modified or withdrawn at any time prior to submission, as otherwise provided herein or by the Guam Procurement Code.

**W. CONTACT FOR CONTRACT NEGOTIATION.**

All vendors are required to designate a person who GWA may contact for prompt negotiation.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**X. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).**

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. If the services are to be secured via Purchase Order, the bidder must still comply with all applicable laws, bid requirements and directives from GWA regardless of whether a formal “contract” has been issued.

The bidder who submits the lowest responsible bid for the required services or supplies may be required to enter into a contract within twenty (20) days following Bidder’s receipt of the Notice of Award of Bid. Contract negotiations will be directed toward: (1) making certain that the bidder has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; and (2) determining that the bidder will make available the necessary personnel, facilities, and products to perform the services within the required time. Bidders will be required to follow all laws applicable to this bid at all times, and the Bidder is responsible for ascertaining what laws are applicable to this bid.

**Y. NOTICE OF AWARD.**

Written notice of award will be public information and made a part of the procurement file.

**Z. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.**

All vendors must complete and fill out a Certification Against the Employment of Convicted Sex Offenders (part of bid packet – if not present, make sure you ask for one).

**AA. TERMINATION OF BID.**

After opening, but prior to award, GWA may terminate the bid in whole or in part if:

1. It is in the best interest of GWA to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.
4. No bidder is qualified.

**BB. LOCAL PROCUREMENT PREFERENCE:**

All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

Procurement of supplies and services from off Guam may be made if no business for such supplies or services may be found on Guam or if the total cost F.O.B. job site, unloaded, of procurement from off island is no greater than eighty-five percent (85%) of the total cost F.O.B. job site, unloaded, of the same supplies or services when procured from a business licensed to do business on Guam that maintains an office or other facility on Guam and that is one of the above-designated businesses entitled to preference

**IV. SPECIAL TERMS AND CONDITIONS**

**Note, these special terms and conditions apply in the event that GWA uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the contract.**

**A. GENERAL COMPLIANCE WITH LAWS.**

The Bidder is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Bidder to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

**B. ACCESS TO RECORDS AND OTHER REVIEW.**

The Bidder, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GWA.

Each subcontract by Bidder pursuant to this agreement shall include a provision containing all of the conditions of this Special Terms and Conditions Section.

**C. OWNERSHIP OF DOCUMENTS.**

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

**D. INDEMNITY.**

Bidder agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder's officers, agents (including subcontractors), servants or employees under this agreement.

**E. CHANGES.**

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of the Guam Procurement Law and Procurement Rules and Regulations pertaining to price adjustments.

**F. TERMINATION.**

**TERMINATION FOR DEFAULT:**

(1). Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Bidder in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.



(2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Bidder and GWA; if the parties fail to agree, GWA shall set an amount subject to the Bidder's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Bidder such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract:

**TERMINATION FOR CONVENIENCE:**

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-contractors in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement, provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph: contract prices for services accepted under the contract; costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss; costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause; the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason Bidder files suit against the government, must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

#### **G. SEVERABLE PROVISIONS.**

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

#### **H. GOVERNING LAW AND VENUE.**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

#### **I. EFFECTIVE DATE OF AGREEMENT.**

Any agreement under this Bid shall take effect upon the date said agreement is signed by the GWA General Manger (who shall sign last). Agreements under this provision includes Purchase Orders in the absence of a formal written contract.

**J. GOVERNMENT NOT LIABLE.**

1. GWA assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while enroute to or from Guam or during any travel mandated by the terms of this agreement.

2. GWA shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Agreement by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

**K. ASSIGNMENT.**

An assignment of any portion of the performance required under this Bid is not valid unless written approval is first obtained from GWA. Requests for approval of the right to assign any portion of the contract or obligation, if awarded, must be made in writing and submitted with the bid. No other requests for assignment will be accepted.

**L. LIQUIDATED DAMAGES.**

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. In the event that the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA ¼ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

**M. ALL OR NONE BID**

All-or-none bid is an invitation to bid for more than one, or a list of Items or Services for which a partial award would not be made.

All-or none bids will be considered only if bidder quoted prices on all items requested.

**N. CONTRACT DOCUMENTS.**

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference, shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of any Agreement resulting from this bid as if they were set out verbatim and in full therein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid

- d. Non-Collusion Affidavit
- e. Certification of Non-Employment of Convicted Sexual Offenders
- f. Special Provision for Ownership Disclosure Affidavit
- g. Ownership & Interest Disclosure Affidavit
- h. Bid and Performance Bond for Goods and Services
- i. Wage and Benefit Determination
- j. Non-Gratuity or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

**O. DISPUTES.**

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this bid shall be decided by GWA General Manager, whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

**P. CONTRACT ISSUED UNDER THIS BID IS BINDING.**

It is agreed that any contract under this bid and all the Covenants hereof shall inure to the benefit of and binding upon GWA and the Bidder, respectively, and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by the contract, or the land upon which the same is situated.

**Q. BIDDER'S RESPONSIBILITIES.**

The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract, and the Bidder shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this Bid. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

**R. SCOPE OF AGREEMENT.**

Any Agreement issued under this bid and signed by GWA General Manager (formal contract or Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by GWA and contains all of the covenants and terms between the parties with respect to this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind GWA.

**S. CHANGE ORDERS.**

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim, unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

**T. STOP WORK ORDERS.**

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; and (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

**U. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.**

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Bidder shall have given written notice to GWA:
  - (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission,

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

#### **V. PRICE ADJUSTMENT CLAUSE.**

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or



(e) in the absence of an agreement between the parties, by a unilateral determination by GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

## V. SPECIAL PROVISIONS

### 1. **Bid and Performance Bond Requirements:**

All bidders are required to submit bid security in the amount of **15%** of their total bid amount which must also indicate that the security is not only for a bid bond, but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the contractor under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

#### **THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:**

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
  - i. Current Certificate of Authority;
  - ii. Power of Attorney issued by the Surety to the Resident General Agent;
  - iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

### 2. **Performance Bond:** see Section 1 above.

**3. Contract Terms:**

GWA may enter into a contract on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract shall be for a period of three (3) years. The basis for the multiple year contract is to enhance efficiency, consistency in testing and overall value. The contract thereto is subject to the availability of funds.

GWA reserves the right to have any line items increase or decrease for testing for the duration of the contract.

**4. Failure to Submit Required Documentation.**

Failure by Contractor to submit the required information or data will be cause to declare the bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the General Manager of the Guam Waterworks Authority.

**5. Shipping and Cost:**

Total cost must include CIF delivery to GWA's Laboratory Facility located in Upper Tumon, Guam. The bid cost will be broken down as to the Scope of Work. All cost submitted will be fixed for the duration of the sampling and analysis period. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping to the laboratory must be included in the bid cost, per parameter to be analyzed.

Total cost must include CIF and delivery \*(see No. 6 below)

**6. Delivery:**

The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be delivered to Guam Waterworks Authority at GWA's Laboratory Facility Upper Tumon, Guam.

7. GWA reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or service discrepancies and to award the bid in the best interest of Guam Waterworks Authority.

These specifications were approved and/or prepared by Miguel C Bordallo, P.E General Manager, and hereby constitute the findings and determinations of the General Manager.

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**NON-COLLUSION AFFIDAVIT**

Guam )  
 )ss:  
Tamuning )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Company or Person Bidding/RFP)

2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal 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 any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM WATERWORKS AUTHORITY or any person interested in the proposed contract; and

3. That all statements in said proposal or bid are true.

4. This affidavit is made in compliance with 2 G.A.R. § 3126(b).

So sayeth \_\_\_\_\_  
(Declarant)

Signed on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, before me a Notary Public in and for Guam, personally appeared \_\_\_\_\_, known to me to be the authorized representative of \_\_\_\_\_, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of \_\_\_\_\_, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

**CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS**

**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 has been taken.

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I, \_\_\_\_\_ being a duly authorized representative acknowledge the  
(print name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**SPECIAL PROVISION  
FOR  
OWNERSHIP DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

**5 GCA §5233 (Title 5, Section 5233) states:  
Disclosure of Ownership, Financial, and Conflicts of Interest**

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.  
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
  - (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
  - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the

authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

**Section 2. Severability.** If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.**

**OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT**

TERRITORY OF GUAM)  
 )  
 HAGATNA, GUAM )

I, undersigned, \_\_\_\_\_, being first duly sworn, deposes and says: (partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

<u>Name &amp; Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

<u>Name &amp; Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

5. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/RFP for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or other Compensation</u>
_____	_____	_____
_____	_____	_____

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

<u>Name &amp; Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My Commission expires \_\_\_\_\_.



**BID AND PERFORMANCE BOND FOR GOODS AND SERVICES**  
**AS REQUIRED UNDER 5 G.C.A. § 5212**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_

(Name of Contractor)

as        Principal,        herein        after        called        the        Principal        and

\_\_\_\_\_

(Name of Surety)

as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the amount specified below,

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within (120) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Contractor) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the contractor shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Contractor and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the contractor, shall have given written notice to any two (2) of the following entities named below:

(a) the Contractor; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

IN THE PRESENCE OF:

*(Note: If the Principals are Partners, each must execute the Bond)*

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR ) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**WAGE AND BENEFIT DETERMINATION**

Bid or RFP No.: \_\_\_\_\_ Name of Offeror: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury as follows:

(1) That I am \_\_\_\_\_ [*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 subcontractors 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 subcontractors 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 subcontractors will be provided a minimum of ten (10) paid holidays per annum.

\_\_\_\_\_  
Signature

**NON-GRATUITY or KICKBACKS AFFIDAVIT**

Guam )  
 )ss:  
Tamuning )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Company or Person Bidding/Offeror)

2. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have violated or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107. Further, I promise, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107.

3. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have offered, given or agreed to give, any GWA employee and/or former GWA employee any payment, gift, kickback, gratuity or offer of employment in connection with Offeror’s proposal.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth \_\_\_\_\_  
(Declarant)

Signed on this \_\_\_\_ day of \_\_\_\_\_ 202\_, before me a Notary Public in and for Guam, personally appeared \_\_\_\_\_, known to me to be the authorized representative of \_\_\_\_\_, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of \_\_\_\_\_, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (  
Notary Public

**ETHICAL STANDARD AFFIDAVIT**

Guam )  
 )ss:  
Tamuning )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Company or Person Bidding/Offeror)

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any GWA employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, I promise that neither I, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any GWA employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

3. All statements in this affidavit and in the bid are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth \_\_\_\_\_  
(Declarant)

Signed on this \_\_\_\_ day of \_\_\_\_\_ 202\_, before me a Notary Public in and for Guam, personally appeared \_\_\_\_\_, known to me to be the authorized representative of \_\_\_\_\_, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of \_\_\_\_\_, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

**GOOD STANDING AFFIDAVIT**

Guam )  
 )ss:  
Tamuning )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Company or Person Bidding/Offeror)

2. That I represent and warrant that Offeror is duly registered and in good standing under the laws of Guam or will be duly registered and in good standing under the laws of Guam at the time award is made under IFB \_\_\_\_\_ [insert IFB Number].

3. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth \_\_\_\_\_  
(Declarant)

Signed on this \_\_\_\_ day of \_\_\_\_\_ 202\_, before me a Notary Public in and for Guam, personally appeared \_\_\_\_\_, known to me to be the authorized representative of \_\_\_\_\_, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of \_\_\_\_\_, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

**DRAFT FORMAL CONTRACT**

**Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein**

**THIS AGREEMENT AND FORMAL CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **GUAM WATERWORKS AUTHORITY** (“GWA”), whose business address is 688 Route 15, Mangilao, Guam, 96913, and \_\_\_\_\_ (**“Bidder”**), whose mailing address is \_\_\_\_\_ licensed to conduct business on Guam and having Guam business license Nos. \_\_\_\_\_.

**WITNESSETH**, that whereas, GWA intends to purchase \_\_\_\_\_ for the purpose of \_\_\_\_\_ as identified in GWA Bid No. \_\_\_\_\_.

**NOW THEREFORE**, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

**SECTION 1. THE BIDDER AGREES:**

To provide all of the goods and services specified in GWA IFB No. \_\_\_\_\_ at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

- (a) **CONTRACT TIME:** The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) **SUB-BIDDERS:** The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.



**SECTION 2. GWA AGREES:**

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of \_\_\_\_\_. (add other explanation if necessary). GWA agrees to pay approved invoices on a net 30 day basis. In the event GWA does not pay an invoice approved by GWA within sixty (60) days, GWA agrees to pay Bidder six (6) percent interest on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

**SECTION 3. CONTRACT DOCUMENTS:**

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Non-Collusion Affidavit
- e. Certification of Non-Employment of Convicted Sexual Offenders

- f. Special Provision for Ownership Disclosure Affidavit
- g. Ownership & Interest Disclosure Affidavit
- h. Bid and Performance Bond for Goods and Services
- i. Wage and Benefit Determination
- j. Non-Gratuity or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

**SECTION 4. LIQUIDATED DAMAGES:**

The Bidder further agrees to pay to GWA the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

**SECTION 5. COVENANT AGAINST CONTINGENT FEES:**

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

**SECTION 6. OTHER CONTRACTS:**

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

**SECTION 7. DISPUTES:**

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of the GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

**SECTION 8. DIFFERING SITE CONDITIONS.**

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

**SECTION 9. CONTRACT BINDING:**

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, sub-Bidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

**SECTION 10. GWA NOT LIABLE:**

A. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

**SECTION 11. NOTICES:**

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**  
Miguel C. Bordallo, P.E.  
GWA General Manager  
688 Route 15,  
Mangilao, Guam, 96913

To: **BIDDER**

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**SECTION 12. TERMINATION:**

**Section 12.1 – Termination For Default:**

(1) Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by the GWA, GWA may terminate the Bidder’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GWA may procure similar services in a manner and upon terms deemed appropriate by the GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder’s Duties. Notwithstanding termination of the contract and subject to any directions from the GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. GWA may withhold from amounts due the Bidder such sums as the GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse the GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Bidder, GWA shall be due liquidated damages in the amount of \$4,500 per day to compensate GWA for the costs incurred by attributable to Bidder’s delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the GWA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Section 12.2 – Termination For Convenience:**

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of Sub-Bidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of the government or GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which the GWA or the Government of Guam has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (ii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iii) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

**SECTION 13. SEVERABLE PROVISIONS:**

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

**SECTION 14. GOVERNING LAW AND VENUE:**

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

**SECTION 15. OWNERSHIP OF DOCUMENTS:**

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

**SECTION 16. INDEMNITY:**

Bidder agrees to save and hold harmless GWA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

**SECTION 17. GENERAL COMPLIANCE WITH LAWS:**

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

**SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:**

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

**SECTION 19. SCOPE OF AGREEMENT.**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind the GWA.

**SECTION 20. RESPONSIBILITY OF BIDDER.**

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by the GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

**SECTION 21. CHANGE ORDERS.**

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:



1. Drawings, designs or specifications, if the supplies, goods or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

## **SECTION 22. STOP WORK ORDERS.**

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; **and** (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

**SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.**

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

- (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;
- (ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

**SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.**

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

**IN WITNESS WHEREOF** the parties hereto have executed this contract as of the day and year first written.

**GUAM WATERWORKS AUTHORITY:**

**BIDDER:**

\_\_\_\_\_  
Miguel C. Bordallo  
GWA General Manager

\_\_\_\_\_  
Bidder's Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Certified Funds Available:

Approved as to Form:

\_\_\_\_\_  
Certifying Officer  
Guam Waterworks Authority

\_\_\_\_\_  
Kelly O. Clark  
General Counsel, GWA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Guam Business License or Certificate of Authorization No.: \_\_\_\_\_.

Contract No.: \_\_\_\_\_

Vendor No.: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Certifying Officer: \_\_\_\_\_

Amount Certified: \_\_\_\_\_

Date: \_\_\_\_\_

Source of funding: \_\_\_\_\_

**CORPORATE OR PARTNERSHIP CERTIFICATION  
AS TO AUTHORIZATION TO BIND**

I, \_\_\_\_\_ certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that \_\_\_\_\_ who signed this contract on behalf of the Bidder, was then \_\_\_\_\_ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(CORPORATE/PARTNERSHIP SEAL)

**\*\*\*\*\* END OF CONTRACT \*\*\*\*\***



## Issues for Decision

### Resolution No. 26-FY2024

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

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

GWA currently has an IDIQ contract with Brown and Caldwell. Change Order (Amendment) No. 2 to Task Order No. 8 is needed to perform additional scope of work to complete the ongoing 2024 Interim update of the Water Resources Master Plan Update due to additional scope related to the calibrating the sewer model, expanding the sections addressing asset management and SCADA, including the latest developments connected to the system, incorporating Consent Decree mandated projects, emerging contaminants (such as PFAS), and conceptual analysis for PFAS removal treatment. Furthermore, Task Order No. 9 is added to the IDIQ Contract to provide technical input needed to support additional hydraulic Modeling services for water and wastewater services.

#### Where is the location?

Both Task Order No.8 Amendment No. 2 and Task Order No. 9 pertain to the completion of the 2024 Interim Water Resource Master Plan as well as hydraulic modeling of the water and sewer systems across Guam. There are no construction activities associated with this Task Order.

#### How much will it cost?

The cost for Task Order No. 8 Amendment No. 2 is \$152,317.00 and the cost for Task Order No. 9 is \$50,000.00 for a total cost of \$202,317.00. The current authorized IDIQ contract amount for Task Orders 1 through 8 is \$2,563,250.00. Task Orders issued to date include:

- Task Order 1 for the Consulting Engineers Report
- Task Order 2 for Project Management of the Route 4 Sewer Rehabilitation Project
- Task Order 3 for Project Management of the Route 1 Asan-Adelup Sewer Rehabilitation Project
- Task Order 4 for Project Management of the Southern SSES Sewer Project
- Task Order 5 for the Cost-of-Service Study
- Task Order 6 for Water Meter Technical Assistance
- Task Order 7 for Consent Decree Assistance
- Task Order 8 for the Interim Water Resources Master Plan Update and Amendment No. 1

The resulting increase with Task Order No. 8 Amendment No. 2 and Task Order No. 9 is \$2,765,567.00.

**When will it be completed?**

The Hydraulic Modeling Support is complete and. The Interim Water Resources Master Plan Update is anticipated to be complete by September 2024.

**What is the funding source?**

The funding source will be from the revenue bonds, internally generated funds or other funding source.

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

N/A



**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. 26-FY2024**

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

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

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

**WHEREAS**, GWA awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to Brown and Caldwell for Project Management /Construction Management services in the maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00); and

**WHEREAS**, GWA amended the Brown and Caldwell IDIQ for Project Management/Construction Management services under Resolutions 21-FY2020, 28-FY2020, 36-FY2020, 22-FY2021, 29-FY2021, and 12-FY2022 to increase the maximum amount to Two Million Five Hundred Sixty-Three Thousand Two Hundred Fifty Dollars (\$2,563,250.00) to execute eight (8) Task Orders for Route 1 Sewer Rehabilitation/Replacement, Hyundai Subdivision Lift Station, Consent Decree and Hydraulic Modeling and prepare the Water Resources Master Plan Interim Update; and

**WHEREAS**, an amendment to Task Order 8 is needed to perform additional work to complete the 2024 the Interim Water Resources Master Plan Update, to address emerging contaminants, modeling updates, and Consent Decree impacts on CIP planning required to respond to questions received by the Public Utilities Commission (PUC) in their review of GWA’s

1 proposed Five Year Capital Improvement Plan and to complete 2024 Interim Water Resources  
2 Master Plan Update in the amount of One Hundred Fifty Two Thousand Three Hundred Seventeen  
3 Dollars (\$152,317.00); and

4  
5 **WHEREAS**, Task Order 9 is needed to perform additional hydraulic modeling of the water  
6 and wastewater system in the amount of Fifty Thousand Dollars (\$50,000.00); and

7  
8 **WHEREAS**, GWA management seeks CCU approval of Amendment to Owner-Engineer  
9 Agreement No. 6 (See Exhibit C) to the IDIQ contract to execute the proposed amendment because  
10 with Task Order 8 Amendment no. 2 and Task Order 9 totaling Two Hundred Two Thousand  
11 Three Hundred Seventeen Dollars (\$202,317.00), the current amount of all Task Orders and  
12 subsequent change orders under the IDIQ contract will be Two Million Seven Hundred Fifty-Two  
13 Thousand Six Hundred Seventy-Two Dollars (\$2,752,672.00), which is more than the current  
14 CCU approved amount of Two Million Five Hundred Sixty-Three Thousand Two Hundred Fifty  
15 Dollars (\$2,563,250.00); and

16  
17 **WHEREAS**, GWA management seeks CCU approval to authorize GWA management to  
18 increase the total amount of the IDIQ Contract by an additional Two Hundred Two Thousand  
19 Three Hundred Seventeen Dollars (\$202,317.00) for a new total contract amount of Two Million  
20 Seven Hundred Sixty-Five Thousand Five Hundred Sixty-Seven Dollars (\$2,765,567.00) to  
21 execute Task Order No. 9, Task Order No. 8 Amendment No. 2; and

22  
23 **WHEREAS**, funding for Task Order No. 9 and Task Order No. 8 Amendment No. 2 will  
24 be from Grant and Bond by Task Order.

25  
26 **NOW BE IT THEREFORE RESOLVED**, that the Consolidated Commission on  
27 Utilities does hereby approve the following:

- 28 1. The recitals set forth above hereby constitute the findings of the CCU.
- 29 2. The CCU finds that the solicitation of a water meter supply contract is essential to  
30 the continued operation of the utility for existing and future customers.



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- 3. The CCU hereby approves the funding increase for Task Order No. 8 Amendment No.2 for additional project support services in the amount of One Hundred Fifty-Two Thousand Three Hundred Seventeen Dollars (\$152,317.00).
- 4. The CCU hereby approves the funding for Task Order No. 9 in the amount of Fifty Thousand Dollars (\$50,000.00).
- 5. The CCU hereby approves increasing the funding authorization for with Brown and Caldwell by Two Hundred Two Thousand Three Hundred Seventeen Dollars (\$202,317.00) for the execution of Task Order No. 9 and Task Order No. 8 Amendment No. 2 with the total funding authorization for the IDIQ contract with Brown and Caldwell to an amount of Two Million Seven Hundred Sixty-Five Thousand Five Hundred Sixty-Seven Dollars (\$2,765,567.00).
- 6. The CCU hereby further approves the use of Grant and Bond funds that may be applied to additional Change Orders within the total funding authorization amount for the IDIQ contract with Brown and Caldwell.

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

**DULY AND REGULARLY ADOPTED**, this 23<sup>rd</sup> day of July, 2024.

Certified by:

Attested by:

\_\_\_\_\_  
**JOSEPH T. DUENAS**  
Chairperson

\_\_\_\_\_  
**PEDRO ROY MARTINEZ**  
Secretary

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**SECRETARY’S CERTIFICATE**

I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: \_\_\_\_\_  
 NAYS: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_  
 ABSTAIN: \_\_\_\_\_

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## Exhibit A

This is Task Order No. 09,  
consisting of 5 pages.

### Task Order

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

#### Background Data

- a. Effective Date of Task Order: 8.12.2022
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- e. Specific Project (description): Indefinite Delivery/Indefinite Quantity (ID/IQ) For Professional Project/Construction Management Services – Hydraulic Modeling Support

#### Services of Engineer

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

#### SCOPE OF WORK

This task order is intended to serve as a stop-gap measure for the next 4 or 5 months to provide a modeling resource to GWA for in-depth modeling and field verification. In addition, under this task order, Brown and Caldwell will provide modeling training and hold workshops as requested by GWA. These services will be performed by Brown and Caldwell, herein referred to as "Engineer", under the GWA ID/IQ Project Management/Construction Management contract.

#### Task 1: Task Management

**Approach:** Engineer staff will manage the scope, schedule, and budget associated with the work described in this Task Order to ensure that this work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, change, risk, and quality assurance and control. This task shall include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process. Internal checking or peer review of all deliverables will also be performed.

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Task Order Form

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Page 1

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**Engineer Responsibilities:** Engineer staff will manage the scope, schedule, and budget and coordinate communication with GWA.

**GWA Responsibilities:** GWA staff will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the water and sewer hydraulic models and work with the Engineer to complete the assistance requested.

**Task 2: Hydraulic Model Support**

**Approach:** Engineer's team will utilize the GWA sewer collection system hydraulic model and the water distribution hydraulic model as follows. The need for modeling is expected to be sporadic and is principally meant to evaluate system hydraulic impact, demand, and delivery implication of proposed developments, depending on the size of proposed developments and schedule of the proposed developments.

1. Assess impacts to the SEWER system due to increased flow from development.
2. Assess changes to the SEWER system from changes, upgrades, or expansions under proposed or actual CIP projects.
3. Provide support to Engineering and SEWER Operations to run model simulations and analyze impacts from an array of input according to Engineering or Operations scenario interests.
4. Assess impacts to the WATER system due to increased flow from development.
5. Assess changes to the WATER system from changes, upgrades, or expansions under proposed or actual CIP projects.
6. Provide support to Engineering and WATER Operations to run model simulations and analyze impacts from an array of input according to Engineering or Operations scenario interests.

**Engineer Team Responsibilities:** Analyze water and sewer impacts due to input scenarios for proposed development connection to the systems, for system upgrades, expansion, renovations, or other system changes utilizing the existing GWA water and sewer hydraulic models. Input and scenarios will be as put forth by GWA engineering and operations. Prepare output summary and system impacts for GWA review and information.

**GWA Responsibilities:** Provide sufficient data for model input such as pipe size, material, length, node elevations, demands and flow, proposed layout, pump data (as applicable). Respond to requests for information and inquiries.

**Products:** Provide model analysis and scenario results.

**Task 3: Provide GWA Staff Training and Workshops**

**Approach:** The Engineer's team will prepare for and conduct a summary of hydraulic model analysis and resultant output for requested scenarios and review with GWA staff as appropriate and needed by GWA. The Engineer will conduct training sessions and workshops via teleconference or on-site (as prescribed by GWA) based on GWA's needs and at the request of GWA. The model may be shared with other Engineering consultants at the request and approval of GWA. Documentation will be written and

provided to authorized Engineering consultants for use of the model. Important user instructions will be discussed by teleconference with said Engineering consultants.

Our proposal does not include travel costs for BC staff to travel to Guam for training or workshops. If, however, GWA elects to hold a workshop for which off-island BC staff are to attend, actual travel related expenses (including mark-up) will be invoiced when approved by GWA.

**Engineer Team Responsibilities:** Prepare for and present results of all scenarios as requested by GWA. Conduct training in the use and application of the hydraulic models to GWA staff. Hold workshops to review scenarios, model outputs, and recommended system improvements according to scenario inputs.

**GWA Responsibilities:** Provide venue and necessary facilities for workshops requested. Provide approvals and directions for consultants desiring to use the updated hydraulic model. Indicate if BC is requested to attend any workshops in-person on Guam.

**Products:** Workshop and training sessions.

### **SCHEDULE**

The Engineer will conduct the effort described in this Task Order according to mutually agreed upon schedules for each hydraulic modeling support effort requested by GWA documented through eMail communication together with the modeling support desired.

- B. Resident Project Representative (RPR) Services (Excluded)
- C. Designing to a Construction Cost Limit (Excluded)
- D. Other Services (Excluded)
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### **Additional Services**

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

- N/A.

### **Owner's Responsibilities**

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

### **Task Order Schedule**

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

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Task Order Form

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Page 3

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<b>Party</b>	<b>Action</b>	<b>Schedule</b>
Owner/Engineer	Formulate scenario constraints and input elements.	Varies according to GWA need.
Engineer	Apply constraints and input elements to the hydraulic model and analyze the data and results.	Varies according to extent of scenario.
Engineer	Conduct workshop to share analysis with GWA,	Varies according to GWA need.
Engineer	Furnish results report	1 month after completion of each workshop and conclusion of scenario analysis.

**Payments to Engineer**

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

<b>Description of Service</b>	<b>Estimated Amount</b>	<b>Basis of Compensation</b>
1. Basic Services (Services of Engineer above)		
a. Task 1 – Task Management	\$7,000	T&M
b. Task 2 – Hydraulic Model Support	\$30,000	T&M
c. Task 3 – Workshops	\$10,250	T&M
d. Expenses	\$250	T&M
e. GRT	\$2,500	
<b>TOTAL COMPENSATION (lines 1.a-d)</b>	<b>\$50,000</b>	<b>NTE</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.

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

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

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

**Attachments: None**

**Other Documents Incorporated by Reference: None**

**1. 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 8-10-2022.

OWNER:

By:

Print Name: Miguel C. Bordallo, PE

Title: General Manager

ENGINEER:

By:

Print Name: Thomas T. Myers

Title: Senior Vice President

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Hess, P.E.

Title: Permits and New Area Development Supv.

Address: GBNPSB  
688 Route 15, Mangilao, GU 96913

E-Mail Address: bhess@guamwaterworks.org

Phone: 671.300.6041

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Riegel

Title: Project Manager

Address: 414 West Soledad, No. 602  
Hagatna, GU 96910

E-Mail Address: jriegel@brwncaled.com

Phone: (671) 300-4230

CERTIFIED FUNDS AVAILABLE:

By: Taling M. Taitano

Print Name: Taling M. Taitano

Title: Chief Financial Officer

Date: 8/10/2022

Bond 2010 WW-05-04=\$1,121.20; Bond 2020 WW-05-04 = \$15,983.80; Bond 2020 MP-Gen-Misc-01=\$32,985.00

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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## Issues for Decision

### Resolution 28-FY2024

Relative to Approval to Procure the Design-Build of Guam Waterworks Authority SCADA System-Phases 1 And 2

#### What is the projects' objective and is it necessary and urgent?

The objective is to design-build a GWA SCADA Control Center and integrate all existing local SCADA systems located at various GWA facilities with the SCADA Control Center consisting of the following:

- Provide GWA with a secured, modern SCADA control room, with separate areas for SCADA development workstations, as well as separate area for the current dispatch office, and
- Assess all existing GWA locations that have local SCADA systems, implementing any remedies that may be necessary, and establishing connections of the GWA locations with the SCADA Control Center to begin system monitoring and data acquisition of these locations.
- Provide continuous support to develop and integrate new facilities, optimize, calibrate, maintain and train GWA on all aspects of the SCADA system for three (3) years with two (2) one (1) year options

There are four (4) phases identified in the resolution are not meant to be sequential; SCADA equipment are included in most water (Phase 3) and wastewater (Phase 4) CIP. So as the various CIPs are completed, those sites can be integrated into the SCADA Control Center utilizing the service contract that would be in place.

#### Where is the project located?

The GWA SCADA Control Center will be installed in the Gloria B. Nelson Public Service Building, Fadian. The GWA facilities are located throughout the island, including: Northern District Wastewater Treatment Plant, Agat-Santa Rita Wastewater Treatment Plant, Hagatna Wastewater Treatment Plant, several Sewage Pump Stations as required by the 2024 Consent Decree, Ugum Surface Water Treatment Plant, several water wells, water booster stations, water reservoirs and pressure regulating valve sites.

#### How much will it cost?

\$4,853,855.00 has been identified to initiate the implementation of the SCADA system. As funding becomes available, GWA management will return to the CCU for approval to supplement the scope for Phase 1 and Phase 2 and for approval of Phase 3 and Phase 4, if needed.

#### When will it be completed?

Phase 1 and Phase 2 is anticipated to be completed in 450 days.

#### What is the funding source?

Bond funds and other appropriate funding sources, including FEMA, USEPA and other grants, should they become available.





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

**GWA RESOLUTION NO. 28-FY2024**

**RELATIVE TO REQUEST FOR APPROVAL TO PROCURE THE DESIGN-BUILD OF  
GUAM WATERWORKS AUTHORITY SCADA SYSTEM**

**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**, a SCADA System is a combination of hardware and software that enables real-time monitoring and control of industrial processes, such as those used in water production and distribution, wastewater collection and treatment. SCADA systems gather data from sensors and instruments located at remote sites, process this data, and provide operators with the ability to monitor and control equipment from a central location; and

**WHEREAS**, the GWA recognizes the numerous benefits that a SCADA system can provide for the operation of the water and wastewater systems including improvement to:

- 1) Operational efficiency and cost savings by providing automated real-time data collection enabling operators to make better informed decisions,
- 2) Reliability and resilience by providing continuous monitoring enabling operators to detect system anomalies before they escalate into major problems,
- 3) Regulatory compliance by provided timely data for reporting purposes as well as continuous monitoring and recording ensuring adherence to health and safety standards and environmental standards; and

**WHEREAS**, currently GWA operates a diverse array of SCADA hardware and software solutions that are localized in the site level at some facilities, while majority of the remote sites

1 do not have SCADA equipment at all; and GWA currently does not a central station that  
2 connects to all of the remote sites for centralized data gathering, historian, and analysis; and  
3

4 **WHEREAS**, managing these disparate systems with five (5) different brands of SCADA  
5 systems across multiple facilities has become increasingly unsustainable in terms of  
6 maintenance, training, and spare parts management; and  
7

8 **WHEREAS**, the impact of Typhoon Mawar in May 2023 further highlighted GWA's  
9 need for continued investment in implementing a reliable island-wide SCADA System to better  
10 manage and monitor the response and recovery of emergency events; and  
11

12 **WHEREAS**, in the aftermath of Typhoon Mawar, SCADA expert consultants appointed  
13 by FEMA, recommended for GWA to standardize its SCADA system hardware and software to  
14 better manage the cost and efficiency in maintenance and operation; by standardizing across  
15 GWA facilities, GWA can:

- 16 1) Optimize training and enhance staff expertise by having more focused and deeper  
17 knowledge,
- 18 2) Simplify software licensing and reducing cost on development environment,
- 19 3) Ensure synergistic features in an equipment product family are fully leveraged,
- 20 4) Mitigate cybersecurity threats by reducing threat vectors; and  
21

22 **WHEREAS**, the GWA has identified a total of roughly 420 remote locations consisting  
23 of water wells, springs, reservoirs, water booster pump stations, pressure regulating valves,  
24 master meters, surface water treatment plants, sewage pump stations and wastewater treatment  
25 plants, where the exact quantity will continue to change slightly as GWA continues to execute  
26 capital improvement projects to improve and expand water and wastewater services; and  
27

28 **WHEREAS**, GWA management plans to implement a system wide SCADA system in 4  
29 nonsequential phases, where

- 30 • Phase 1 involves the construction of the SCADA Control Center including all  
31 necessary appurtenances,

- 1           • Phase 2 involves the integration of locations with existing site level local SCADA
- 2            systems to the SCADA Control Center which may include major upgrades for
- 3            systems that has reached end of service life,
- 4           • Phase 3 involves the assessment, design, and construction at potable water
- 5            facilities to install SCADA equipment and integrate each facility to the SCADA
- 6            Control Center,
- 7           • Phase 4 involves the assessment, design, and construction at wastewater facilities
- 8            to install SCADA equipment and integrate each facility to the SCADA Control
- 9            Center; and

10  
11           **WHEREAS**, GWA management seeks to solicit bid proposals for the Design Build of  
12 GWA SCADA System Phases 1 and 2 as funding becomes available, GWA management will  
13 return to the CCU for approval of additional scope and Phases 3 and 4; and

14  
15           **WHEREAS**, the recommended Scope of Work includes remodeling of the GWA System  
16 Control Center to include a secured SCADA Control Center, a central SCADA master server,  
17 assessment and integration of remote sites that have site level local SCADA systems and provide  
18 all remedy necessary for successful integration including complete replacement of aged systems  
19 beyond their useful life, and service contract for maintenance, training and development for 3  
20 years with two 1-year optional renewals; and

21  
22           **WHEREAS**, GWA management is actively exploring additional funding options, such as  
23 grants, with intent to expand the scope of this project to include all facilities and complete the  
24 SCADA system implementation, and will seek additional CCU approval when necessary, should  
25 additional funding become available; and

26  
27           **WHEREAS**, GWA management seeks CCU approval to issue a competitive  
28 procurement to solicit design-build bids from experienced and qualified companies; and

29 //

30  
31 //

1           **WHEREAS**, GWA management seeks CCU approval to fund this project in the amount  
2 of Four Million Eight Hundred Fifty-Three Thousand Eight Hundred Fifty-Five Dollars  
3 (\$4,853,855.00) from GWA Bond funds and USEPA Grants; and  
4

5           **WHEREAS**, the Public Utilities Commission (PUC) contract protocol requires GWA to  
6 obtain approval prior to advertising procurement for projects with an anticipated value of One  
7 Million Dollars (\$1,000,000.00) or greater; and  
8

9           **WHEREAS**, the CCU must approve all petitions that will be submitted to the PUC and  
10 GWA management further seeks CCU approval to submit a petition to the PUC for approval;  
11 and  
12

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

- 15           1. The recitals set forth above hereby constitute the findings of the CCU.
- 16           2. The CCU finds that solicitation of bids for Design Build of GWA SCADA  
17 System Phases 1 and 2 is necessary to improve operations and customer  
18 service.
- 19           3. The CCU hereby authorizes the amount of Four Million Eight Hundred Fifty-  
20 Three Thousand Eight Hundred Fifty-Five Dollars (\$4,853,855.00) from  
21 GWA Bond funds and USEPA Grants for the Design Build of GWA SCADA  
22 System Phases 1 and 2.
- 23           4. The CCU hereby further authorizes the management of GWA to fund Design  
24 Build of GWA SCADA System Phases 1 and 2 project with GWA funds  
25 applicable to the project and other funding sources such as federal and local  
26 grants.
- 27           5. The CCU hereby further authorizes GWA management to submit a petition to  
28 the PUC for the procurement of Design Build of GWA SCADA System  
29 Phases 1 and 2.  
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**RESOLVED**, that the Chairman certified, and the Board Secretary attests to the adoption of this Resolution.

**DULY AND REGULARLY ADOPTED**, this 23<sup>rd</sup> day of July 2024.

Certified by:

Attested by:

\_\_\_\_\_  
**JOSEPH T. DUENAS**

\_\_\_\_\_  
**PEDRO ROY MARTINEZ**

Chairperson

Secretary

**SECRETARY’S CERTIFICATE**

I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

///

///

///



**GUAM WATERWORKS AUTHORITY**

"Better Water, Better Lives."

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

Tel: (671) 300-6846/7

**Issues for Decision**

**Resolution No. 29-FY2024**

Relative to the Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services and GIS Support Professional Services Contract for Water and Wastewater Systems

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

The objective is to update water and wastewater hydraulic models, calibrate the models, analyze scenarios, conduct training, and update and provide accurate GIS data with field verification over a five (5) year period to support consent decree requirements, new area developments and capital improvement program. The project is part of ongoing efforts to maintain and optimize water and wastewater system infrastructure.

**Where is the project located?**

The work pertains to the development of an updated hydraulic model for the water and wastewater systems and GIS system. There are no construction activities associated with the work.

**How much will it cost?**

\$2,145,556.00 for hydraulic modeling of the water and wastewater systems for a period of five (5) years and \$835,772.00 for provide field verification of the hydraulic modeling and aerial mapping support to enhance the accuracy of the GIS maps of the existing water and wastewater infrastructure, new capital improvement projects and new area development projects for a period of five (5) years. The total cost for both agreements is \$2,981,328.00 on a time and material, task order basis for a period of 5 years.

**When will it be completed?**

Tasks are expected to be completed within the duration of the contract, which is five (5) years, with each task having its own timeline for completion.

**What is the funding source?**

Funding is available through bonds identified on the GWA Capital Improvements Plan, grants, and System Development Charge Funds,

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

Two firms submitted proposals, Brown & Caldwell, and Duenas, Camacho, and Associates, Inc.



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**GWA RESOLUTION NO. 29-FY2024**

**RELATIVE TO REQUESTING APPROVAL OF AN INDEFINITE  
DELIVERY/INDEFINITE QUANTITY HYDRAULIC MODELING & GIS SUPPORT  
SERVICES CONTRACT FOR THE WATER & WASTEWATER SYSTEMS**

**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**, a Water Resources Master Plan (WRMP) was developed for GWA in 2006 as a requirement of the Stipulated Order entered as a result of a complaint filed by the United States Environmental Protection Agency (USEPA); and as part of the 2006 WRMP, the first significant effort to develop computer models of the GWA water and wastewater pipe networks were completed for planning and design purposes for hydraulic evaluation, assessment, and analysis of required capital improvement projects (CIP). The hydraulic models for water and wastewater system utilizes the GIS to update; and

**WHEREAS**, GWA’s Geographic Information System (GIS) was developed in 2006 because of the EPA Stipulate Order issued on June 5, 2003. The GIS was to be developed first and used to create the hydraulic model. Due to lack of accurate as-builts of the water and wastewater systems, the GIS mapping currently has gaps. The GIS system is continuously being updated with new CIP projects but field verification of the existing water and wastewater lines are needed in order to produce a more accurate hydraulic model.

//

GWA RESOLUTION 29-FY2024

1           **WHEREAS**, as part of the 2024 Partial Consent Decree requires an updated hydraulic  
2 model for proper capacity evaluation and planning of the Wastewater Collection System with  
3 corresponding GIS maps.

4  
5           **WHEREAS**, the GWA water and wastewater system hydraulic models and GIS require  
6 continuous updates with metering, field verification, calibration, maintenance, training and data  
7 collection of rainfall flow, new CIPs, new developments; and

8  
9           **WHEREAS**, GWA issued a solicitation of Request for Proposals (RFP-02-ENG-2023)  
10 seeking experienced and qualified professionals to provide Indefinite Delivery – Indefinite  
11 Quantity (IDIQ) Water and Wastewater Hydraulic Modeling / GIS Support services to sustain  
12 efforts to plan, maintain and optimize GWA water and wastewater infrastructure; and

13  
14           **WHEREAS**, GWA evaluated all proposals on November 15, 2022 and two firms  
15 submitted proposals by the RFP deadline of December 6, 2022, selecting Brown & Caldwell  
16 (B&C) as best qualified to provide the hydraulic modeling services of the water and wastewater  
17 systems and entered into contract negotiations regarding scope and fee described in Attachment A  
18 as well as selecting Duenas, Camacho, & Associates, Inc. (DCA) as best qualified to provide GIS  
19 services to field verify the hydraulic modeling and aerial mapping by fill the existing gaps of the  
20 existing water and wastewater infrastructure and enhance the accuracy of the GIS maps, and  
21 entered into contract negotiations regarding scope and fee described in Attachment B; and

22  
23           **WHEREAS**, GWA Management seeks CCU approval to enter into a contract with B&C  
24 and DCA, for RFP-02-ENG-2023, in the amount of Two Million One Hundred Forty-Five  
25 Thousand Five Hundred Fifty-Six Dollars (\$2,145,556.00) to Brown & Caldwell for a period of  
26 up to five (5) years.

27  
28           **WHEREAS**, GWA Management seeks CCU approval to enter into a contract with B&C  
29 and DCA, for RFP-02-ENG-2023, in the amount of Eight Hundred Thirty-Five Thousand Seven  
30 Hundred Seventy-Two Dollars (\$835,772.00) to Duenas, Camacho, & Associates, Inc. for over  
31 period of five (5) years; and



GWA RESOLUTION 29-FY2024

1           **WHEREAS**, the total project cost is based on an estimated number of hours needed to  
2 execute the general scope of work, of five (5) year period. Actual expenditures will be on a Time  
3 and Material Basis as individual Task Orders are issued. GWA will seek CCU approval for  
4 additional funding should project cost exceed the proposed budget; and

5  
6           **WHEREAS**, funding is available through grants, internally funded capital improvement  
7 program (IFCIP) funds, System Development Charge Funds, and bonds; and

8  
9           **WHEREAS**, the Public Utilities Commission (PUC) contract review protocol requires  
10 GWA to obtain approval for All professional service procurements in excess of One Million  
11 Dollars (\$1,000,000.00) and the CCU must approve all petitions to the PUC.

12  
13           **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities  
14 does hereby approve and authorize the following:

- 15           1. The recitals set forth above hereby constitute the findings of the CCU.
- 16           2. The CCU hereby approves the funding of \$2,145,556.00 to B&C to enable the  
17 execution of the agreement and future task orders (Attachment A).
- 18           3. The CCU hereby approves the funding of \$835,772.00 to DCA to enable the  
19 execution of the agreement and future task orders (Attachment B).
- 20           4. The CCU hereby further authorizes GWA management to petition the PUC for  
21 approval of the funding for B&C and DCA.

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

25  
26           **DULY AND REGULARLY ADOPTED**, this 23<sup>rd</sup> day of July 2024.

27  
28           Certified by:

Attested by:

29  
30 \_\_\_\_\_  
31 **JOSEPH T. DUENAS**  
32 Chairperson

\_\_\_\_\_

**PEDRO ROY MARTINEZ**  
Secretary

GWA RESOLUTION 29-FY2024

**SECRETARY’S CERTIFICATE**

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I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: \_\_\_\_\_  
 NAYS: \_\_\_\_\_  
 ABSTAIN: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_

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414 West Soledad Avenue, Suite 602  
Hagatna, GU 96910

T: 671.300.4220

## Attachment A



~~November 30, 2023~~ June 19, 2024

Gerald Gattoc, Senior Engineer  
Guam Waterworks Authority  
Gloria B. Nelson Public Service Building  
Route 15  
Mangilao, GU 96913

**GWA Project No. W22-07-BND**

**Subject:** Budget Proposal for the Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling

Dear Mr. Gattoc:

Brown and Caldwell (BC) is pleased to submit this budget proposal for the Guam Waterwork Authority (GWA) ID/IQ for Water and Wastewater Hydraulic Modeling Services. BC developed the detailed scope of work in Attachment A based on the Request for Proposal (RFP) and discussion held with GWA staff regarding the RFP tasks.

The total project cost, over a 5-year period, on a Time and Materials Basis is ~~\$3,799,352~~ \$2,145,556. Table 1 below shows the yearly costs for all Scope of Work Items.

Table 1: Yearly Project Cost for all Scopes of Work				
	BC Labor	Expenses	Tax (5.263%)	Total
Year 1	<del>\$385,515</del> <u>\$656,190</u>	<del>\$27,500</del> <u>\$64,000</u>	<del>\$21,737</del> <u>\$37,904</u>	<del>\$434,752</del> <u>\$758,094</u>
Year 2	<del>\$384,147</del> <u>\$638,219</u>	<del>\$19,250</del> <u>\$58,500</u>	<del>\$21,230</del> <u>\$36,668</u>	<del>\$424,627</del> <u>\$733,387</u>
Year 3	<del>\$361,912</del> <u>\$645,260</u>	<del>\$24,750</del> <u>\$64,000</u>	<del>\$20,350</del> <u>\$37,328</u>	<del>\$407,012</del> <u>\$746,588</u>
Year 4	<del>\$407,746</del> <u>\$677,476</u>	<del>\$19,250</del> <u>\$58,500</u>	<del>\$22,473</del> <u>\$38,734</u>	<del>\$449,469</del> <u>\$774,710</u>
Year 5	<del>\$383,462</del> <u>\$683,246</u>	<del>\$24,750</del> <u>\$64,000</u>	<del>\$21,484</del> <u>\$39,328</u>	<del>\$429,696</del> <u>\$786,573</u>
<b>Total</b>	<del>\$1,922,782</del> <u>\$3,300,390</u>	<del>\$115,500</del> <u>\$309,000</u>	<del>\$107,274</del> <u>\$189,962</u>	<del>\$2,145,556</del> <u>\$3,799,352</u>

Tables 2 to 5 on the following page provide the project cost breakdown by scope of work Nos. 1 through 4.

414 West Soledad Avenue, Suite 602  
Hagatna, GU 96910

T: 671.300.4220

Table 2. SOW 1: Water Model				
	BC Labor	Expenses	Tax (5.263%)	Total
Year 1	\$187,454	\$27,500	\$11,313	\$226,267
Year 2	\$152,077	\$19,250	\$9,017	\$180,344
Year 3	\$162,009	\$24,750	\$9,829	\$196,588
Year 4	\$161,432	\$19,250	\$9,509	\$190,191
Year 5	\$171,604	\$24,750	\$10,334	\$206,688
Project Total	\$834,576	\$115,500	\$50,002	\$1,000,078

Table 3. SOW 2: Wastewater Model				
	BC Labor	Expenses	Tax (5.263%)	Total
Year 1	<del>\$118,350</del> \$126,202	<del>\$0</del> \$16,500	<del>\$6,229</del> \$7,510	<del>\$124,579</del> \$150,212
Year 2	<del>\$149,960</del> \$159,909	<del>\$0</del> \$16,500	<del>\$7,892</del> \$9,284	<del>\$157,852</del> \$185,693
Year 3	<del>\$115,316</del> \$122,966	<del>\$0</del> \$16,500	<del>\$6,069</del> \$7,340	<del>\$121,385</del> \$146,806
Year 4	<del>\$159,163</del> \$169,723	<del>\$0</del> \$16,500	<del>\$8,377</del> \$9,801	<del>\$167,540</del> \$196,024
Year 5	<del>\$122,212</del> \$130,320	<del>\$0</del> \$16,500	<del>\$6,432</del> \$7,727	<del>\$128,644</del> \$154,547
Project Total	<del>\$665,001</del> \$709,118	<del>\$0</del> \$82,500	<del>\$34,999</del> \$41,662	<del>\$700,000</del> \$833,282

Table 4. SOW 3: Permits				
	BC Labor	Expenses	Tax (5.263%)	Total
Year 1	\$79,711	\$0	\$4,195	\$83,906
Year 2	\$82,110	\$0	\$4,321	\$86,431
Year 3	\$84,587	\$0	\$4,452	\$89,039
Year 4	\$87,151	\$0	\$4,587	\$91,738
Year 5	\$89,646	\$0	\$4,718	\$94,364
Project Total	\$423,205	\$ 0	\$22,273	\$445,478

The proposed budget is based on an estimated number of hours needed each year to execute the tasks in the attached scope of work. As task orders are issued under this ID/IQ, each task order will fully define and refine the scope of work to be done under each task order.

The following assumptions were used while developing the scope of work and budget:

- Annual labor costs will increase by 3 percent annually.
- There will be eight requests for analysis each year, for on-call modeling support for analyzing new developments. Each analysis—including analysis of the water/wastewater models, and documenting results—is assumed to take 24 hours.

Gerald Gattoc  
 Guam Waterworks Authority  
 November 30, 2023  
 Page 3

- Water and wastewater model piping will be updated from the GIS biennially. The water model will also be updated and calibrated every other year. GWA approval will be required prior to updating from the GIS to coordinate and verify data shared between GWA and BC.
- Because sufficient wet weather events do not normally occur annually, it was assumed that sufficient flow metering data will be collected by GWA, biennially, under BC’s direction. Following data collection, associated metered basins will be calibrated the subsequent year.
- Per GWA’s direction, \$100,000 was allotted in the budget for equipment purchases at \$20,000 annually for five years. Each year, GWA will inform BC of the required equipment (e.g., pressure loggers, flow meters, etc.) and BC will purchase the equipment on behalf of GWA–invoicing GWA for actual costs (plus shipping and overhead).
- Major training sessions will be held at GWA’s offices. Additional training may be held over web conferencing.
- Upon request by GWA, BC mainland staff will travel to Guam up to four times a year to perform training and field work.
- BC staff will perform GWA-assisted field work. GWA will have staff available to assist BC in field work where necessary, such as visiting facilities behind locked gates or assisting with traffic control when visiting a pressure reducing valve (PRV) vault. Since the amount of required field work is unknown at this time, field work was budgeted at \$100,000 for five years, or \$20,000 per year. Actual field work requirements will be defined by task orders and actual cost can be estimated. All field work will require pre-approval by GWA.
- An updated water model will be delivered with the northern zones updated and calibrated by the end of year 2, the central zones updated and calibrated by the end of year 4, and the southern zones updated and calibrated by the end of year 5.
- For the sewer models, model calibration will be performed with the goal of calibrating the northern and southern basins within the 5-year contract period. The timing for calibrating a basin model is a goal that is dependent on obtaining flow metering data during at least two basin-wide storm events close to 2-year events while flow meters are operational. Flow metering will need to continue in each basin until sufficient wet weather flow metering data is collected, so the timing for these goals may change. Goals for the timing of model calibration include:
  - o Northern basin – flow meter in Year 1 and calibrate in Year 2
  - o Southern basins – flow meter in Year 3 and calibrate in Year 4
  - o Hagåtña/Central basin – this basin was calibrated in 2023 and will not be recalibrated under this contract.
- As part of GWA's Consent Decree with EPA, Capacity Assurance Projects have been identified, and continue to be developed, to prioritize sewer rehabilitation and replacement in areas with inadequate capacity issues. It is anticipated that design and hydraulic modeling work effort will be conducted in association with these projects outside of this contract. Therefore, that modeling work shall not be duplicated but rather incorporated into the update/calibration scope of this IDIQ contract. Projects already identified include a) Route 12 at Route 2, b) Barrigada Pump Station, c) Route 1 (Dededo), and d) Route 4 (between Pump Station 18 and Pump Station 14).

Attachment A provides the project scope of work, Attachment B provides a preliminary project schedule, and Attachment C provides the hourly breakdown by scope of work per year. The schedule is a preliminary schedule based on expected tasks, but the schedule will likely change as tasks are

Gerald Gattoc  
Guam Waterworks Authority  
November 30, 2023  
Page 4

finished earlier than projected, tasks take longer than projected, and tasks are re-prioritized. The schedule lists which tasks (1, 2, 3, 4, or All) will take place in each month over the five years.

Please let us know if you would like to further discuss the scope of work or proposed fee.

Very truly yours,

**Brown and Caldwell**

John Riegel  
Director Local Leader  
Guam Office

Attachments (3)

- Attachment A: Project Scope of Work
- Attachment B: Project Schedule
- Attachment C: Detailed Fee Breakdown

## **Attachment A: Project Scope of Work**

## **SCOPE OF WORK 1 – Water Hydraulic Model**

### **Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, plus meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers efforts associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the hydraulic models and work with the Engineer to complete the assistance requested.

### **Task 2: Software Support**

The Engineer will help GWA move their current water model from InfoWater to a GWA-approved software. The Engineer owns all the major software packages and will help GWA select a new software package.

The Engineer will continue to help GWA with modeling software issues and questions throughout this contract. The Engineer will provide electronic versions of the updated models after model calibration is completed, as requested by GWA, and at the end of this contract. The Engineer will help GWA transition to new software and with any software issues.

GWA will purchase new software licenses and pay annual maintenance on the software.

**Deliverables:** Latest model files and converted model files from old software to new software.

### **Task 3: Gather, Review, and Field Verify Existing Data**

This task will include reviewing and identifying data that needs to be updated in the water model. This will include model facilities as described below. The data to be updated will be identified and updated in the model during the Model Calibration and Model Maintenance tasks.

*Model facilities.* The Engineer will research, identify, gather, field investigate, verify, compile, and review existing water system and infrastructure data to update the model. Data will also be collected from the District Metering Area (DMA) program and through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as water pressure zone boundaries, water PRV settings and status (active or bypassed), water tank dimensions, water wells and the WTP, and water pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as relate to system hydraulics). The collected data will be reviewed to identify updates needed in the model. The engineer will collect, review, and field verify data and data gaps to



develop a list of facilities that need to be updated in the model.

GWA will provide current water system and infrastructure data.

**Deliverables:** List of facilities to be updated in the model.

#### **Task 4: Model Calibration**

The Engineer will recalibrate GWA's water model. Model calibration will be performed so the entire model is calibrated within the 5-year contract period. Calibration will focus on the northern zones first, followed by the central zones, and then the southern zones. The goal will be to calibrate the northern zones by the end of year 2, the central zones by the end of year 4, and the southern zones by the end of year 5.

Water model calibration will include:

- The Engineer will work with GWA to develop a field-testing plan for collecting field data to calibrate the water model. The plan will include placing loggers throughout the water system and performing hydrant flow tests (in areas that have well defined pressure zones boundaries). The plan will also take into account the availability of flow and pressure data available from the new meters being placed at tanks, flow meters, and wells.
- The Engineer will work with GWA operations staff to perform the field testing detailed in the field-testing plan.
- After sufficient data is collected, and before the model is calibrated, the Engineer will coordinate with GWA to ensure that the Engineer has all the data needed as GWA may have additional information that was not yet shared with the Engineer.
- The model will be calibrated using two methods, operational calibration, and hydraulic calibration. Operational calibration includes modifying settings and operations of facilities such as pumps, valves, and tanks so they operate as they do in the field. Hydraulic calibration includes replicating hydrant tests and ensuring that model pressures match system pressures during the tests. Results of the model calibration will be compared to calibration goals listed in AWWA M32 (Computer Modeling of Water Distribution Systems). Areas that cannot be calibrated to match those goals will be documented so that additional field testing and calibration can be done in the future. For example, some areas may not be calibrated due to unknown closed or choked valves.

The models to be calibrated will have the latest customer demands/flows, piping, and facilities updated in Task 5. The engineer will develop a field-testing plan, perform field testing, and calibrate the water model.

GWA will assist in the water system field testing.

**Deliverables:** Field-testing plan, calibrated water model delivered with the northern zones updated and calibrated by the end of year 2, the central zones updated and calibrated by the end of year 4, and the southern zones updated and calibrated by the end of year 5.

#### **Task 5: Update and Maintain Models**

The Engineer will update and maintain GWA's water model. This will include:

- Update model flows and demands from billing data
- Update water model diurnal patterns from SCADA or field data
- Update model facilities using data collected in the data review task

The Engineer will update the water model and maintain a model change log. The model will be updated every other year throughout this contract. A spreadsheet will be used to track changes as new versions of the model are saved.

GWA will provide data needed for the water model updates.

**Deliverables:** Updated water model.

#### **Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the water model. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include new CIP developments or areas of concern. The analysis may include the following:

- Water system - Analyze average and maximum flows, emergency and outage flows, fire flows, line sizing/capacity, system pressures, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the water model and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses.

**Deliverables:** Provide and communicate model analysis and scenario results.

#### **Task 7: Water Valve Inventory**

The Engineer will develop an inventory of all main line valves in GWA's water system. The inventory will be developed by reviewing GIS data, the model, as-built drawings, through interviews and discussions with GWA engineering and operations staff, and through field verification. The inventory will be added to a database in software like Microsoft Excel or in a GIS database. The database will include the following: (1) unique valve identifier, (2) location, (3) date installed, (4) valve size, (5) number of turns, (6) type of valve, and (7) status (normally open, closed, or throttled), and any other valve information that should be recorded. The Engineer will develop the valve inventory database.

The reasons that valves are throttled will be discussed and a decision will be made if the throttled valves can be opened at that time or after the zone realignment is completed in the area. Options for GWA operations staff to collect valve information in the field, such as through mobile apps, will be discussed.

GWA will provide information about the water system valves.

**Deliverables:** Valve inventory.

#### **Task 8: Water Model Training**

The Engineer will conduct training workshops for GWA's staff. Training will be done according to the staff's experience with the modeling software. Training for staff with extensive experience with the modeling software will primarily include on-call assistance. Training for staff with little or no experience will include a preliminary training course followed by on-call assistance as they start using the software.

Larger training workshops will be held at GWA's office. Shorter training sessions may be held virtually. The training workshops will provide detailed directions and procedures for updating, maintaining, and running the model, which will include the following:

- Adding and updating model facilities, including water treatment plants, reservoirs, PRV stations, closed valves, boundary conditions, booster pump stations, etc.
- Updating model input flows
- Fire flow analysis
- Analyzing system capacity and model calibration
- Developing improvements
- Pressure zone boundary scenarios and modifications
- Analysis of development-initiated system changes
- Modifying model scenarios
- Managing model versions
- Best practices for documenting model results
- Other modeling tasks
- Training workshops with Operations (SCC) personnel to simulate real time issues such as impacts on reservoir levels due to downed wells and/or adjustment of operational settings; to include lessons in engineering hydraulic principles. Real-time modeling will only take place if sufficient SCADA data is available and only for areas that are well-calibrated or realigned.

The Engineer will provide written standard operating procedures (SOPs) for common modeling tasks, prepare for and hold training sessions, and provide training materials.

GWA will provide a conference room and computers for training sessions.

**Deliverables:** Training sessions, training materials, SOPs.

#### **Task 9: Provide Equipment**

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the water model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. Software will not be purchased by the Engineer for GWA to avoid issues with software licensing. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

GWA will provide a list of equipment authorized to be purchased.

**Deliverables:** Equipment.

**SCOPE OF WORK 2 – Wastewater Hydraulic Model**

The following table summarizes the history of the GWA sewer basin models. As shown in the table, the Hagåtña model was updated in 2023 and the other basin models were updated at least 8 years ago using flow metering data ranging from 9 to 19 years old.

<u>Region</u>	<u>Basin</u>	<u>Year Model Updated</u>	<u>Years/Source of Flow Metering Data Used to Develop Model</u>
<a href="#">North</a>	<a href="#">Northern District</a>	<a href="#">2016</a>	<a href="#">2013-2015 by GWA</a>
<a href="#">North</a>	<a href="#">Tumon</a>	<a href="#">2015</a>	<a href="#">2014-2015 by EA Engineering, Science, and Technology, Inc. and Stanley Consultants</a>
<a href="#">Central</a>	<a href="#">Hagåtña</a>	<a href="#">2023</a>	<a href="#">2021 by GWA</a>
<a href="#">South</a>	<a href="#">Agat-Santa Rita</a>	<a href="#">2016</a>	<a href="#">2012 by ADS Environmental Services</a>
<a href="#">South</a>	<a href="#">Baza Gardens</a>	<a href="#">2016</a>	<a href="#">2012 by ADS Environmental Services</a>
<a href="#">South</a>	<a href="#">Inarajan</a>	<a href="#">2016</a>	<a href="#">2005 by GWA</a>
<a href="#">South</a>	<a href="#">Umatac-Merizo</a>	<a href="#">2016</a>	<a href="#">2012 by ADS Environmental Services</a>

**Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, plus meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers efforts associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the hydraulic models and work with the Engineer to complete the assistance requested.

**Task 2: Software Support**

The Engineer will help GWA transition from its current wastewater modeling software, InfoSWMM, to a new GWA-approved sewer modeling software. This will include presenting a list of options and costs for new software, contacting prospective software vendor reps (2 to 3 options) for conducting presentation of products, converting model files from the old software to the new software, verifying that model results from the new software match results from the old software, helping GWA with installation of the new software, and training GWA on using the new software. BC owns all the major sewer modeling software.

The Engineer will continue to help GWA with modeling software issues and questions throughout this

contract. The Engineer will provide electronic versions of the updated models after model calibration is completed, as requested by GWA, and at the end of this contract. The Engineer will help GWA transition to new software and with any software issues.

GWA will purchase new software licenses and pay annual maintenance on the software.

**Deliverables:** Latest model files and converted model files from old software to new software.

### **Task 3: Gather, Review, and Field Verify Existing Data**

This task will include reviewing and identifying data that needs to be updated in the wastewater model. This will include model facilities as described below. The data to be updated will be identified and updated in the model during the Model Calibration and Model Maintenance tasks.

*Model facilities.* The Engineer will research, identify, gather, field investigate, verify, compile, and review existing relevant system and infrastructure data relating to updating the model. Data will also be collected through interviews with GWA engineering and operations staff to identify new facilities or locations that need updated in the models, such as WWTPs and wastewater pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as they relate to system hydraulics). The collected data will be reviewed to identify updates needed in the model. The engineer will collect, review, and field verify data and data gaps to develop a list of facilities that need to be updated in the model.

GWA will provide current wastewater system and infrastructure data.

**Deliverables:** List of facilities to be updated in the model.

### **Task 4: Model Calibration**

The Engineer will recalibrate GWA's wastewater models. Model calibration will be performed with the goal of calibrating the northern and southern basins within the 5-year contract period. The timing for calibrating a basin model is a goal that is dependent on obtaining flow metering data during at least two basin-wide storm events close to 2-year events while flow meters are operational. Flow metering will need to continue in each basin until sufficient wet weather flow metering data is collected, so the timing for these goals may change. Goals for the timing of model calibration include:

- Northern basin – flow meter in Year 1 and calibrate in Year 2
- Southern basins – flow meter in Year 3 and calibrate in Year 4

Wastewater model calibration will include:

- The Engineer will work with GWA to develop a plan for flow metering in the collection system. The plan will include metering all basins in the GWA system. The plan will take into account the availability of flow metering equipment and GWA staff to place and maintain the meters. The plan will detail the number and locations of flow meters and rain gauges that will be placed by GWA.
- The Engineer will review flow metering and rainfall data as it is collected to ensure the flow meters are operating. The Engineer will also compare rainfall data to NOAA data to decide when sufficient wet weather data has been collected.
- After sufficient data is collected, and before the model is calibrated, the Engineer will coordinate

with GWA to ensure that the Engineer has all the data needed as GWA may have additional information that was not yet shared with the Engineer.

- Basins will be calibrated after sufficient dry and wet weather flow metering data is collected.
- The timing of calibrating each basin will be dependent on when sufficient wet weather flow metering data is collected, which is dependent on having sufficient large storms.
- Each basin will be calibrated for dry weather conditions. Dry weather calibration will include calibrating model flows to match dry weather flow meter data. Wet weather calibration will be done if sufficient wet weather flow metering data can be collected. Wet weather calibration will include adjusting model parameters to match flow meter wet weather peak flows from inflow and infiltration.
- [The calibrated models will be analyzed to identify capacity deficiencies using the WRMP capacity criteria. Piping and pump capacity recommendations will be developed to address the deficiencies.](#)

The models to be calibrated will have the latest customer demands/flows, piping, and facilities updated in Task 5. The Engineer will develop a flow metering plan, review flow metering and rainfall data, and calibrate the wastewater model.

GWA will perform wastewater collection system flow metering (including placing, maintaining, and downloading flow meters and rain gauges).

**Deliverables:** Flow metering plan, calibrated wastewater model. [The goal will be to deliver the updated and calibrated northern basin model by the end of year 2 and to deliver the updated and calibrated southern basins model by the end of year 4.](#)

#### **Task 5: Update and Maintain Wastewater Model**

The Engineer will update and maintain GWA's wastewater model. This will include:

- Update model flows and demands from billing data
- Update model facilities using data collected in the data review task

The Engineer will update the wastewater model and maintain a model change log. The models will be updated every other year throughout this contract. A spreadsheet will be used to track changes as new versions of the models are saved.

GWA will provide data needed for the wastewater model updates.

**Deliverables:** Updated wastewater model.

#### **Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the wastewater model. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include new CIP developments or areas of concern. The analysis may include the following:

- Wastewater system - Analyze dry and wet weather peak flows, pipe capacity, lift station capacity, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the wastewater model and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses.

**Deliverables:** Provide and communicate model analysis and scenario results.

**Task 7: Water Valve Inventory** – Not Applicable

**Task 8: Wastewater Model Training**

The Engineer will conduct training workshops for GWA's staff. Training will be done according to the staff's experience with the modeling software. Training for staff with extensive experience with the modeling software will primarily include on-call assistance. Training for staff with little or no experience will include a preliminary training course followed by on-call assistance as they start using the software. Larger training workshops will be held at GWA's office. Shorter training sessions may be held virtually. The training workshops will provide detailed directions and procedures for updating, maintaining, and running the model, which will include the following:

- Adding and updating model facilities, including wastewater treatment plants, lift stations, etc.
- Updating model input flows
- Analyzing system capacity and model calibration
- Developing improvements
- Analysis of development-initiated system changes
- Modifying model scenarios
- Managing model versions
- Best practices for documenting model results
- Other modeling tasks
- Lessons in engineering hydraulic principles

The Engineer will provide written standard operating procedures (SOPs) for common modeling tasks, prepare for and hold training sessions, and provide training materials.

GWA will provide a conference room and computers for training sessions.

**Deliverables:** Training sessions, training materials, SOPs.

**Task 9: Provide Equipment**

~~The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the wastewater model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. Software will not be purchased by the Engineer for GWA to avoid issues with software licensing. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.~~

~~Additional equipment for wastewater models may include:~~

- ~~• Smoke testing equipment~~
- ~~• Gas detectors~~

~~GWA will provide a list of equipment authorized to be purchased.~~

~~**Deliverables:** Equipment.~~



### **SCOPE OF WORK 3 – New Area Development and Permits**

#### **Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, plus meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers efforts associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the hydraulic models and work with the Engineer to complete the assistance requested.

**Task 2: Software Support** – Per Scope of Work 1 & 2

**Task 3: Gather, Review, and Field Verify Existing Data** – Per Scope of Work 1 & 2

**Task 4: Model Calibration** – Per Scope of Work 1 & 2

#### **Task 5: Update and Maintain Models**

The Engineer will update and maintain GWA's water and wastewater models. This will include:

- Update model flows and demands from New Area Development

#### **Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the water and wastewater models. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include New Area Developments or areas of concern. The analysis may include the following:

- Water system - Analyze average and maximum flows, emergency and outage flows, fire flows, line sizing/capacity, system pressures, and any other required parameters.
- Wastewater system - Analyze dry and wet weather peak flows, pipe capacity, lift station capacity, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the water and wastewater models and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses including information on the new developments or areas to be analyzed, average and peak demands/inflow to the system, connection points, project timing, etc.

**Deliverables:** Provide and communicate model analysis and scenario results.

**Task 7: Water Valve Inventory** – Not Applicable

**Task 8: Model Training** – Per Scope of Work 1 & 2

**Task 9: Provide Equipment** – Per Scope of Work 1 & 2

## Attachment B

### **SCOPE OF WORK 1 – Water Hydraulic Model**

#### **Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

DCA will coordinate with GWA and others to maintain data flow from the field to GWA. This includes 1-2 meeting(s) per month (or as needed) ~~to assure continuous model update, calibration, and scenario runs.~~

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the water hydraulic models and work with the Engineer to complete the assistance requested.

#### **Task 2: Software Support**

The Engineer will help GWA move their current water model from InfoWater, to InfoWater Pro.

~~The Engineer will continue to help GWA with modeling software issues and questions throughout this contract. The Engineer will provide electronic versions of the updated models after model calibration is completed, as requested by GWA, and at the end of this contract. The Engineer will help GWA transition to new software and with any software issues.~~

GWA will purchase new software licenses and pay annual maintenance on the software. ~~DCA shall maintain an annual license for this task.~~

~~DCA shall have access to the model updated by others. There will be limited software support other than providing recommendations and scenario runs with either demand or loading changes done by DCA. No network or pump related changes will be made by DCA.~~

**Deliverables:** Latest model files and converted model files from old software to new software.

#### **Task 3: Gather, review, and field verify existing data**

This task will include reviewing and identifying data that needs to be updated in the water model. This will include model facilities as described below. The data to be updated will be identified and updated in

the model during the Model Calibration and Model Maintenance tasks.

*Model facilities.* The Engineer will research, identify, gather, field investigate, verify, compile, and review existing water system and infrastructure data to update the model. Data will also be collected from the District Metering Area (DMA) program and through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as water pressure zone boundaries, water PRV settings and status (active or bypassed), water tank dimensions, water wells and the WTP, and water pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as relate to system hydraulics). The collected data will be reviewed to identify updates needed in the model. The engineer will collect, review and field verify data and data gaps to develop a list of facilities that need to be updated in the model.

GWA will provide current water system and infrastructure data.

It is anticipated that either GWA or its consultant will provide suggested locations for data collection and/or field verification(s) to DCA. In addition to these locations, DCA will develop a systematic approach to data collection for GWA review and concurrence. Once approved DCA will begin data collection in either the DCA identified or GWA location(s).

**Deliverables:** List of facilities to be updated in the model.

#### **Task 4: Model Calibration**

The Engineer will recalibrate GWA's water model.

Water model calibration will include:

- ~~The DCA will work with GWA to develop a field testing plan for collecting field data to calibrate the water model. The DCA will prepare a plan will include for the~~ placing loggers throughout the water system and performing hydrant flow tests (in areas that have well defined pressure zones boundaries). The plan will also take into account the availability of flow and pressure data available from the new meters being placed at tanks, flow meters, and wells.
- The DCA will work with GWA operations staff to perform the field testing detailed in the field-testing plan.
- After sufficient field data is collected by DCA, the model will be calibrated using two methods, operational calibration and hydraulic calibration. Operational calibration includes modifying settings and operations of facilities such as pumps, valves, and tanks so they operate as they do in the field. Hydraulic calibration includes replicating hydrant tests and ensuring that model pressures match system pressures during the tests. Results of the model calibration will be compared to calibration goals listed in AWWA M32 (Computer Modeling of Water Distribution Systems). Areas that cannot be calibrated to match those goals will be documented so that additional field testing and calibration can be done in the future. For example, some areas may not be calibrated due to unknown closed or choked valves. Model calibration will be done by others. ~~DCA may calibrate model only at the specific request of GWA.~~ Intent is for GWA to maintain one consultant to run model calibration.

The models to be calibrated will have the latest customer demands/flows, piping, and facilities updated in Task 5. The engineer will develop a field testing plan, perform field testing, and calibrate the water model.

GWA will assist in the water system field testing.

~~DCA shall have access to the model updated by others. There will be limited calibration support other than providing recommendations. No network or pump related changes will be made by DCA unless instructed by GWA.~~

**Deliverables:** Field testing plan and updates when required.

#### **Task 5: Update and Maintain Models**

The Engineer will update and maintain GWA's water model. This will include:

- Update model flows and demands from billing data
- Update water model diurnal patterns from SCADA or field data
- Update model facilities using data collected in the data review task

~~DCA will upgrade demand/loading and diurnal patterns based on data collected by DCA.~~

The Engineer will update the water model and maintain a model change log. The models will be updated every other year throughout this contract. A spreadsheet will be used to track changes as new versions of the model are saved.

GWA will provide data needed for the water model updates.

~~DCA shall have access to the model updated by others. Update and model maintenance will include providing recommendations and performing internal modeling runs to conform field observations. No permanent network or pump related changes will be made by DCA unless instructed by GWA.~~

~~DCA will provide analysis using updated field data and existing model runs. This data will be provided to GWA to update model~~

**Deliverables:** Updated water model.

#### **Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the water model. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include new CIP developments or areas of concern. The analysis may include the following:

- Water system - Analyze average and maximum flows, emergency and outage flows, fire flows, line sizing/capacity, system pressures, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the water models and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses.

~~Model runs will be reviewed by DCA to determine where update and field data collection may be needed. DCA will also coordinate with GWA to confirm these location(s).~~

**Deliverables:** Provide and communicate model analysis and scenario results.

#### **Task 7: Water Valve Inventory**

DCA will develop an inventory of all main line valves in GWA's water system. The inventory will be developed by reviewing GIS data, the model, as-built drawings, and through interviews and discussions with GWA engineering and operations staff, and field verification. The inventory will be added to a database in software like Microsoft Excel or in a GIS database. The database will include the following: (1) unique valve identifier, (2) location, (3) date installed, (4) valve size, (5) number of turns, (6) type of valve, and (7) status (normally open, closed, or throttled), and any other valve information that should be recorded. The Engineer will develop the valve inventory database.

The reasons that valves are throttled will be discussed and a decision will be made if the throttled valves can be opened at that time or after the zone realignment is completed in the area. Options for GWA operations staff to collect valve information in the field, such as through mobile apps, will be discussed.

GWA will provide information about the water system valves.

**Deliverables:** Valve inventory.

#### **Task 8: Water Model Training**

The Engineer will conduct training workshops for GWA's staff. Larger training workshops will be held at GWA office. Shorter training sessions may be held virtually. The training workshops will provide detailed directions and procedures for updating, maintaining, and running the model, which will include the following:

- Adding and updating model facilities, including water treatment plants, reservoirs, PRV stations, closed valves, boundary conditions, booster pump stations, etc.
- Updating model input flows
- Fire flow analysis
- Analyzing system capacity
- Developing improvements
- Pressure zone boundary scenarios and modifications
- Analysis of development-initiated system changes
- Modifying model scenarios
- Managing model versions

- Best practices for documenting model results
- Other modeling tasks
- Training workshops with Operations (SCC) personnel to simulate real time issues such as impacts on reservoir levels due to downed wells and/or adjustment of operational settings; to include lessons in engineering hydraulic principles

DCA will set up and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

The Engineer will provide written standard operating procedures (SOPs) for common modeling tasks, prepare for and hold training sessions, and provide training materials.

GWA will provide conference room and computers for training sessions.

**Deliverables:** Training sessions, training materials, SOPs.

**Task 9: Provide Equipment**

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the water model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. Software will not be purchased by the Engineer for GWA to avoid issues with software licensing. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

GWA will provide list of equipment authorized to be purchased.

**Deliverables:** Equipment.

## **SCOPE OF WORK 2 – Wastewater Hydraulic Model**

### **Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in this Task Order to ensure that this work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the water and sewer hydraulic models and work with the Engineer to complete the assistance requested.

### **Task 2: Software Support**

The Engineer will help GWA transition from its current wastewater modeling software, InfoSWMM, to a new sewer modeling software. This will include presenting a list of options and costs for new software, contacting prospective software vendor reps (2 to 3 options) for conducting presentation of products, converting model files from the old software to the new software, verifying that model results from the new software match results from the old software, helping GWA within installation of the new software, and training GWA on using the new software.

The Engineer will continue to help GWA with modeling software issues and questions throughout this contract. The Engineer will provide electronic versions of the updated models after model calibration is completed, as requested by GWA, and at the end of this contract. The Engineer will help GWA transition to new software and with any software issues.

GWA will purchase new software licenses and pay annual maintenance on the software. ~~DCA shall maintain an annual license for this task.~~

~~DCA shall have access to the model updated by others. There will be limited software support other than providing recommendations and scenario runs with either demand or loading changes done by DCA. No network or pump related changes will be made by DCA.~~

**Deliverables:** Latest model files and converted model files from old software to new software.



**Task 3: Gather, review and field verify existing data**

This task will include reviewing and identifying data that needs to be updated in the Wastewater model. This will include model facilities, as described below. The data to be updated will be identified and updated in the model during the Model Calibration and Model Maintenance tasks.

*Model facilities.* The Engineer will research, identify, gather, field investigate, verify, compile, and review existing relevant system and infrastructure data relating to updating the model. Data will also be collected through interviews with GWA engineering and operations staff to identify new facilities or locations that need updated in the models, such as WWTPS and wastewater pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as relate to system hydraulics). The collected data will be reviewed to identify updates needed in the model. The engineer will collect, review and field verify data and data gaps to develop a list of facilities that need to be updated in the model.

GWA will provide current wastewater system and infrastructure data.

**Deliverables:** List of facilities to be updated in the model.

**Task 4: Model Calibration**

The Engineer will recalibrate GWA's wastewater models.

Wastewater model calibration will include:

- The Engineer will work with GWA to develop a plan for flow metering in the collection system. The plan will include metering all the basins in the GWA system. The plan will take into account the availability of flow metering equipment and GWA staff to place and maintain the meters. The plan will detail the number and locations of flow meters and rain gauges that will be placed by GWA.
- The Engineer will review flow metering and rainfall data as it is collected to ensure the flow meters are operating. The Engineer will also compare rainfall data to NOAA data to decide when sufficient wet weather data has been collected.
- Basins will be calibrated after sufficient dry and wet weather flow metering data is collected.
- The timing of calibrating each basin will be dependent on when sufficient wet weather flow metering data is collected, which is dependent on having sufficient large storms.
- Each basin will be calibrated for dry weather conditions. Dry weather calibration will include calibrating model flows to match dry weather flow meter data. Wet weather calibration will be done if sufficient wet weather flow metering data can be collected. Wet weather calibration will include adjusting model parameters to match flow meter wet weather peak flows from inflow and infiltration.

The models to be calibrated will have the latest customer demands/flows, piping, and facilities updated in Task 5. The Engineer will develop a flow metering plan, review flow metering and rainfall data, and calibrate the wastewater model.

GWA DCA will perform wastewater collection system flow metering (including placing, maintaining, and downloading flow meters and rain gauges).

~~DCA shall have access to the model updated by others. There will be limited calibration support other than providing recommendations and scenario runs with either demand or loading changes done by DCA. No network or pump related changes will be made by DCA.~~

**Deliverables:** Flow metering plan, calibrated wastewater model.

**Task 5: Update and Maintain Wastewater Model**

The Engineer will update and maintain GWA's wastewater model. This will include:

- Update model flows and demands from billing data
- Update model facilities using data collected in the data review task

The Engineer will update the wastewater model and maintain model change log. The models will be updated every other year throughout this contract. A spreadsheet will be used to track changes as new versions of the models are saved.

GWA will provide data needed for the wastewater model updates.

**Deliverables:** Updated wastewater model.

**Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the wastewater model. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include new CIP developments or areas of concern. The analysis may include the following:

- Wastewater system - Analyze dry and wet weather peak flows, pipe capacity, lift station capacity, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the wastewater model and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses.

**Deliverables:** Provide and communicate model analysis and scenario results.

**Task 7: Water Valve Inventory** - Not Applicable

**Task 8: Wastewater Model Training**

The Engineer will conduct training workshops for GWA's staff. Larger training workshops will be held at GWA office. Shorter training sessions may be held virtually. The training workshops will provide detailed directions and procedures for updating, maintaining, and running the model, which will include the following:

- Adding and updating model facilities, including wastewater treatment plants, lift stations, etc.
- Updating model input flows
- Analyzing system capacity
- Developing improvements
- Analysis of development-initiated system changes
- Modifying model scenarios
- Managing model versions
- Best practices for documenting model results
- Other modeling tasks
- Lessons in engineering hydraulic principles

The Engineer will provide written standard operating procedures (SOPs) for common modeling tasks, prepare for and hold training sessions, and provide training materials.

DCA will set up and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

GWA will provide conference room and computers for training sessions.

**Deliverables:** Training sessions, training materials, SOPs.

**Task 9: Provide Equipment**

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the wastewater model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. Software will not be purchased by the Engineer for GWA to avoid issues with software licensing. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

Additional equipment for wastewater model may include:

- Smoke testing equipment
- Gas detectors

GWA will provide list of equipment authorized to be purchased.

**Deliverables:** Equipment.

### **SCOPE OF WORK 3 – Permits**

#### **Task 1: Task Management**

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the wastewater hydraulic models and work with the Engineer to complete the assistance requested.

**Task 2: Software Support** – Per Scope of Work 1 & 2

**Task 3: Gather, review and field verify existing data** - Per Scope of Work 1 & 2

**Task 4: Model Calibration** - Per Scope of Work 1 & 2

#### **Task 5: Update and Maintain Models**

The Engineer will update and maintain GWA's water and wastewater models. This will include:

- Update model flows and demands from New Area Development

#### **Task 6: Model Scenario Analysis**

The Engineer will analyze specific scenarios requested by GWA using the water and wastewater models. This task will be an on-call task to respond to requests from GWA as needed. Scenarios to be analyzed may include New Area Developments or areas of concern. The analysis may include the following:

- Water system - Analyze average and maximum flows, emergency and outage flows, fire flows, line sizing/capacity, system pressures, and any other required parameters.
- Wastewater system - Analyze dry and wet weather peak flows, pipe capacity, lift station capacity, and any other required parameters.

Analyses will be performed using the latest Water Resource Master Plan (WRMP) criteria. The Engineer will analyze the water and wastewater models and provide a summary of the analysis and the impacts to the GWA system, in an email, in a technical memo, or in a meeting, depending on the deliverable required by GWA.

GWA will provide required data for the analyses including information on the new developments or areas to be analyzed, including average and peak demands/inflow to the system, connection points, project timing, etc.

**Deliverables:** Provide and communicate model analysis and scenario results.

**Task 7: Water Valve Inventory** - Not Applicable

**Task 8: Model Training** - Per Scope of Work 1 & 2

**Task 9: Provide Equipment** - Per Scope of Work 1 & 2

## **SCOPE OF WORK 4 – GIS**

### **Task 1. Task Management**

The GIS Specialist will manage the scope, schedule, and budget associated with the work described in this Task Order to ensure that this work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management (if needed), management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the GIS Specialist and GWA, or meetings, consultations, and discussions between GIS Specialist and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The GIS Specialist will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA will coordinate task order activities with the GIS Specialist, process payment invoices and change order requests, and define specific support needed from the water and sewer hydraulic models and work with the Engineer to complete the assistance requested.

### **Task 2: Software Support**

Along with the Model software, the GIS Specialist will use ArcMap Pro v3.04 (from ESRI, the level of the software must be of the *Advanced* level.) which is compatible with the modelling software.

GWA will provide the Water and Wastewater geodatabases. All updates to GWA's geodatabases will be performed in GWA's Engineering Division.

### **Task 3: Gather, review and field verify existing data**

This task will include reviewing and identifying data that needs to be updated in the water and wastewater models. This will include GIS data as described below. The data to be updated will be identified and updated in the model during the model calibration and model maintenance tasks.

*GIS Model.* The GIS Specialist will review GWA's water and wastewater GIS piping and identify data gaps. The review will include discussions with GWA engineering and operations staff to discuss existing pipes and piping projects that are not in the GIS (including old and new projects). Piping projects that have been added to the model that are not in the GIS will also be identified. Data gaps will be identified such as missing pipe diameters, materials, inverts, installation dates, etc. All map names will be inserted in the a "MERGE\_SRC" column. The GIS Specialist will help GWA GIS staff in updating the GIS using data collected from the reviews, record drawings and field verification. The Engineer will also assist GWA GIS staff in identifying and cleaning up GIS issues that affect its use for updating the model such as snapping pipes (fixing gaps between the ends of pipes). The Engineer will then compare the GIS piping to the water and wastewater models to identify piping that needs to be updated in the models. Because piping projects continuously need to be added to the GIS, the GIS Specialist's will be limited to the budgeted effort (hours).

GIS Specialist responsibilities consist of collecting, reviewing and field verifying data and identify data gaps. If no map exist a crew must go out and survey the gap area. All GWA utilities must be located, I.E.

hydrants, water and sewer manholes, valves, etc. All GWA utilities must be located within a one-foot accuracy. All coordinate data will be in the Guam Geodetic Network of 1993 (GGN1993) in feet.

GWA will provide piping and facility information.

**Deliverables:** Updated GIS and list of facilities to be updated in the model.

- a. A digital copy of the GIS with the gaps filled in.
  - i. On a thumb drive.
- b. A Word document detailing what maps were inserted.
- c. The complete digital inventory of all maps used
- d. Ensure the meta data information is imbedded into the features.

**Task 4: Model Calibration** - Not Applicable

**Task 5: Update and Maintain Models** – Not Applicable

~~The GIS Specialist will update and maintain GWA's water and wastewater models. This will include:~~

- ~~• Update model piping from GIS data updated in the data review task~~

~~GIS Specialist will update models and maintain model change log. The models will be updated every other year throughout this contract. A spreadsheet will be used to track changes as new versions of the models are saved.~~

~~GWA will provide data needed for the model updates.~~

~~**Deliverables:** Updated GIS models, to include and be consistent with tasks 2 and 3 above.~~

**Task 6: Model Scenario Analysis** – Not Applicable

~~**Task 7: Water Valve Inventory** – The GIS Specialist will incorporate the water valve inventory in the latest water hydraulic model described in scope of work Task 7.~~

**Task 8: Model Training** - Not Applicable

**Task 9: Provide GIS Specialist:** GIS Specialist to perform all GIS Modeling in full at the GWA office. A desk, dedicated computer, and the software ArcMap Pro will be available.

DCA will allow 24 hours a month for this task.









Presentation To:

Consolidated Commission on Utilities

GWA Work Session  
July 16, 2024



# Issues for Resolution

## GWA Work Session

### July 16, 2024



## Creation of Legal Analyst Position

### Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Adoption to GPA's and GWA's Certified, Technical, and Professional List of Positions

#### **GWA Resolution No. 17-FY2024 / GPA Resolution No. FY2024-20**

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

- The absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses. By creating the Legal Analyst position specifically for GWA and GPA, the minimum qualification and illustrative examples of the position would provide greater flexibility to accomplish the overall goals and key performance indicators for the legal section for both utilities.

#### **Where is the location?**

- The Legal Analyst position is organizationally based with the Legal Division within the Guam Waterworks Authority and the Guam Power Authority.

#### **How much will it cost?**

- The proposed pay ranges and demonstration of compliance with §6301 of this Title: GWA's compensation plan was authorized by P.L. 28-159 and approved by the CCU in October 2007. The proposed compensation follows the Strategic Pay Plan Methodology. The proposed salary range to fill the position is as follows:
- Legal Analyst **GWA** (25<sup>th</sup> Market Percentile: 2022 Market Data)  
**Minimum:** \$61,152.25 per annum / \$29.40 per hour  
**Maximum:** \$63,635.00 per annum / \$30.59 per hour
- Legal Analyst **GPA** (30<sup>th</sup> Market Percentile: 2022 Market Data)  
**Minimum:** \$62,199.57 per annum / \$29.90 per hour  
**Maximum:** \$64,725.12 per annum / \$31.12 per hour

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## **Creation of Legal Analyst Position** *(continuation)*

### Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Adoption to GPA's and GWA's Certified, Technical, and Professional List of Positions

#### **GWA Resolution No. 17-FY2024 / GPA Resolution No. FY2024-20**

##### **When will it be completed?**

- The petitions shall be posted on the agency, department, or public corporation's website for ten (10) days (except Saturdays, Sundays, and government of Guam holidays). After the posting, the General Manager shall forward the petition along with evidence of his compliance with 4 GCA, Chapter 6, §6303.1(a), to the governing board or commission who, if they approve the same, shall approve the petition by resolution and file the petition and resolution for records with the Director of Administration and the Legislative Secretary.
- No new position may be filled until after compliance with the provision of this Section and thirty (30) days have elapsed from the filing date with the Legislative Secretary.

##### **What is the funding source?**

- GWA and GPA are responsible for the funding available for these positions and for ensuring compliance with all applicable laws, rules, and regulations regarding the creation, filling, and retention of positions in certified, technical, and professional positions. The funding of this position has no financial impact on the Government of Guam General Fund.

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

- Not Applicable

## Laboratory Testing Services

Relative to the Approval of the Procurement of Laboratory Testing Services with Eurofins Eaton, Inc.

### GWA Resolution No. 24-FY2024

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

- GWA's contract for laboratory testing services, which are to support our own laboratory operations and provide the needed analysis required by the Safe Drinking Water Act and Guam Primary and Secondary Safe Drinking Water Standards has expired. There is a pressing need to replace the existing Laboratory Service Contract that expired in January of this year.

#### Where is the location?

- Services will be provided to GWA through our new GWA Laboratory facility in upper Tumon.

#### How much will it cost?

- Approximately Five Hundred Ninety-two Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year based on previous expenditures or One Million Seven Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three (3) years.

#### When will it be completed?

- Implementation date is July 2024 and will have an initial term of 3 years.

#### What is the funding source?

- Internal cash flow.

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

- The IFB for an indefinite quantity agreement has been completed.

## 2024 Interim Water Resource Master Plan

Relative to the Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

### GWA Resolution No. 26-FY2024

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

- GWA currently has an IDIQ contract with Brown and Caldwell. Change Order (Amendment) No. 2 to Task Order No. 8 is needed to perform additional scope of work to complete the ongoing 2024 Interim update of the Water Resources Master Plan Update due to additional scope related to the calibrating the sewer model, expanding the sections addressing asset management and SCADA, including the latest developments connected to the system, incorporating Consent Decree mandated projects, emerging contaminants (such as PFAS), and conceptual analysis for PFAS removal treatment. Furthermore, Task Order No. 9 is added to the IDIQ Contract to provide technical input needed to support additional hydraulic Modeling services for water and wastewater services.

#### Where is the location?

- Both Task Order No.8 Amendment No. 2 and Task Order No. 9 pertain to the completion of the 2024 Interim Water Resource Master Plan as well as hydraulic modeling of the water and sewer systems across Guam. There are no construction activities associated with this Task Order.

#### How much will it cost?

- The cost for Task Order No. 8 Amendment No. 2 is \$152,317.00 and the cost for Task Order No. 9 is \$50,000.00 for a total cost of \$202,317.00. The current authorized IDIQ contract amount for Task Orders 1 through 8 is \$2,563,250.00. Task Orders issued to date include:

*(continued on next page)* 6

## 2024 Interim Water Resource Master Plan *(continuation)*

Relative to the Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

### GWA Resolution No. 26-FY2024

#### How much will it cost?

- Task Order 1 for the Consulting Engineers Report
- Task Order 2 for Project Management of the Route 4 Sewer Rehabilitation Project
- Task Order 3 for Project Management of the Route 1 Asan-Adelup Sewer Rehabilitation Project
- Task Order 4 for Project Management of the Southern SSES Sewer Project
- Task Order 5 for the Cost-of-Service Study
- Task Order 6 for Water Meter Technical Assistance
- Task Order 7 for Consent Decree Assistance
- Task Order 8 for the Interim Water Resources Master Plan Update and Amendment No. 1
- The resulting increase with Task Order No. 8 Amendment No. 2 and Task Order No. 9 is \$2,765,567.00.

#### When will it be completed?

- The Hydraulic Modeling Support is complete and. The Interim Water Resources Master Plan Update is anticipated to be complete by September 2024.

#### What is the funding source?

- The funding source will be from the revenue bonds, internally generated funds or other funding source.

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

- Not Applicable.



## **GWA SCADA System – Phases 1 and 2**

Relative to the Approval to Procure the Design-Build of Guam Waterworks Authority SCADA – Phases 1 and 2

### **GWA Resolution No. 28-FY2024**

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

- The objective is to design-build a GWA SCADA Control Center and integrate all existing local SCADA systems located at various GWA facilities with the SCADA Control Center consisting of the following:
- Provide GWA with a secured, modern SCADA control room, with separate areas for SCADA development workstations, as well as separate area for the current dispatch office, and
- Assess all existing GWA locations that have local SCADA systems, implementing any remedies that may be necessary, and establishing connections of the GWA locations with the SCADA Control Center to begin system monitoring and data acquisition of these locations.
- Provide continuous support to develop and integrate new facilities, optimize, calibrate, maintain and train GWA on all aspects of the SCADA system for three (3) years with two (2) one (1) year options
- There are four (4) phases identified in the resolution are not meant to be sequential; SCADA equipment are included in most water (Phase 3) and wastewater (Phase 4) CIP. So as the various CIPs are completed, those sites can be integrated into the SCADA Control Center utilizing the service contract that would be in place.

#### **Where is the project located?**

- The GWA SCADA Control Center will be installed in the Gloria B. Nelson Public Service Building, Fadian. The GWA facilities are located throughout the island, including: Northern District Wastewater Treatment Plant, Agat-Santa Rita Wastewater Treatment Plant, Hagatna Wastewater Treatment Plant, several Sewage Pump Stations as required by the 2024 Consent Decree, Ugum Surface Water Treatment Plant, several water wells, water booster stations, water reservoirs and pressure regulating valve sites.

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## **GWA SCADA System – Phases 1 and 2** *(continuation)*

Relative to the Approval to Procure the Design-Build of Guam Waterworks Authority SCADA – Phases 1 and 2

### **GWA Resolution No. 28-FY2024**

#### **How much will it cost?**

- \$4,853,855.00 has been identified to initiate the implementation of the SCADA system. As funding becomes available, GWA management will return to the CCU for approval to supplement the scope for Phase 1 and Phase 2 and for approval of Phase 3 and Phase 4, if needed.

#### **When will it be completed?**

- Phase 1 and Phase 2 is anticipated to be completed in 450 days.

#### **What is the funding source?**

- Bond funds and other appropriate funding sources, including FEMA, USEPA and other grants, should they become available.

## Hydraulic Modeling Services

### Relative to the Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services and GIS Support Professional Services Contract for Water and Wastewater Systems

#### GWA Resolution No. 29-FY2024

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

- The objective is to update water and wastewater hydraulic models, calibrate the models, analyze scenarios, conduct training, and update and provide accurate GIS data with field verification over a five (5) year period to support consent decree requirements, new area developments and capital improvement program. The project is part of ongoing efforts to maintain and optimize water and wastewater system infrastructure.

##### **Where is the project located?**

- The work pertains to the development of an updated hydraulic model for the water and wastewater systems and GIS system. There are no construction activities associated with the work.

##### **How much will it cost?**

- \$2,145,556.00 for hydraulic modeling of the water and wastewater systems for a period of five (5) years and \$835,772.00 for provide field verification of the hydraulic modeling and aerial mapping support to enhance the accuracy of the GIS maps of the existing water and wastewater infrastructure, new capital improvement projects and new area development projects for a period of five (5) years. The total cost for both agreements is \$2,981,328.00 on a time and material, task order basis for a period of 5 years.

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## **Hydraulic Modeling Services** *(continuation)*

### Relative to the Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services and GIS Support Professional Services Contract for Water and Wastewater Systems

#### **GWA Resolution No. 29-FY2024**

##### **When will it be completed?**

- Tasks are expected to be completed within the duration of the contract, which is five (5) years, with each task having its own timeline for completion.

##### **What is the funding source?**

- Funding is available through bonds identified on the GWA Capital Improvements Plan, grants, and System Development Charge Funds.

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

- Two firms submitted proposals, Brown & Caldwell, and Duenas, Camacho, and Associates, Inc.



# Management Report

## GWA Work Session

### July 16, 2024





Operations Update

Water Production (May and June 2024)

Monthly Production Summary - May 2024			
Deep Wells			35.9 MGD
Active wells =	92 of 120		
Avg days in operation =	31 days		
Total Production =	1,114,100 Kgals		
Springs			0.08 MGD
Avg days in operation =	31 days		
Total Production =	2,634 Kgals		
Ugum Surface Water Plant			1.7 MGD
Avg days in operation =	31 days		
Total Production =	52,525 Kgals		
Tumon Maui Well			0.91 MGD
Avg days in operation =	31 days		
Total Production =	28,086 Kgals		
		1,197,345 Kgals	38.6 MGD

Monthly Production Summary - June 2024			
Deep Wells			36.8 MGD
Active wells =	97 of 120		
Avg days in operation =	30 days		
Total Production =	1,102,504 Kgals		
Springs			0.07 MGD
Avg days in operation =	30 days		
Total Production =	1,964 Kgals		
Ugum Surface Water Plant			1.6 MGD
Avg days in operation =	30 days		
Total Production =	48,632 Kgals		
Tumon Maui Well			0.86 MGD
Avg days in operation =	30 days		
Total Production =	25,788 Kgals		
		1,178,888 Kgals	39.3 MGD

DW Status as of 5/31/2024		REMARKS
Active	92	DW units on line
Standby	1	A29
Grounded Motors, Offline, Mechanical Issue	16	A01-A05-A21-A26 D01-D02-D03-D09 D10-F09-F17-F20- M03-M05-M12- Y10
Out of Commission	9	A02-A07-A28-D05 D13-M01-M14- MJ01-MJ05
Secured - PFAs	2	A23 and-A25
<b>TOTAL</b>	<b>120</b>	

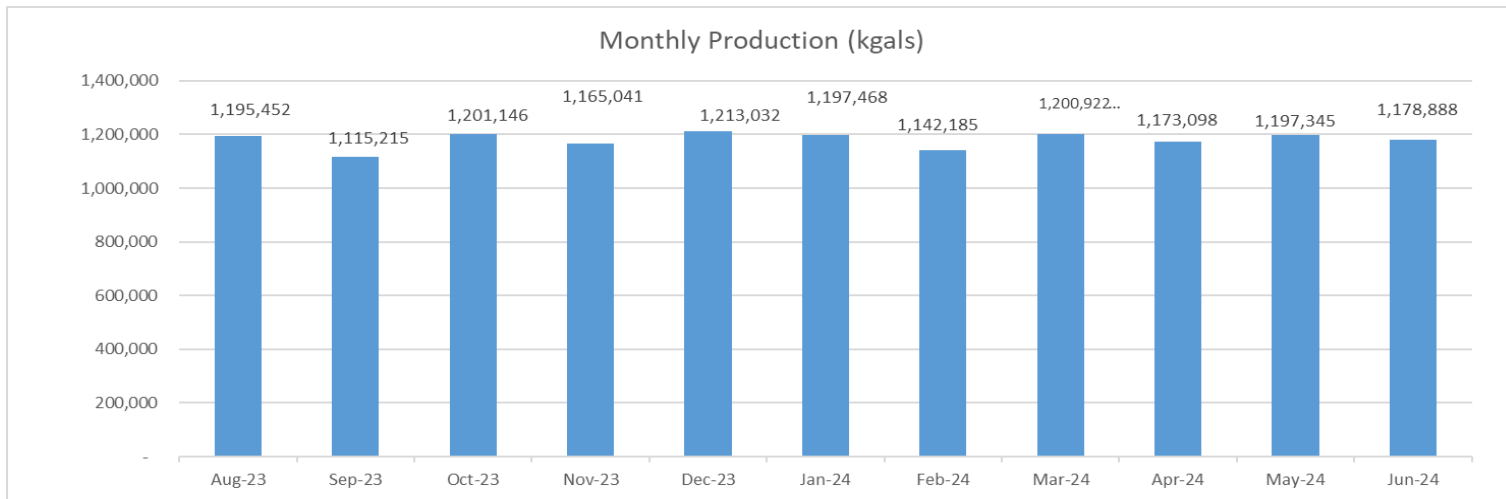
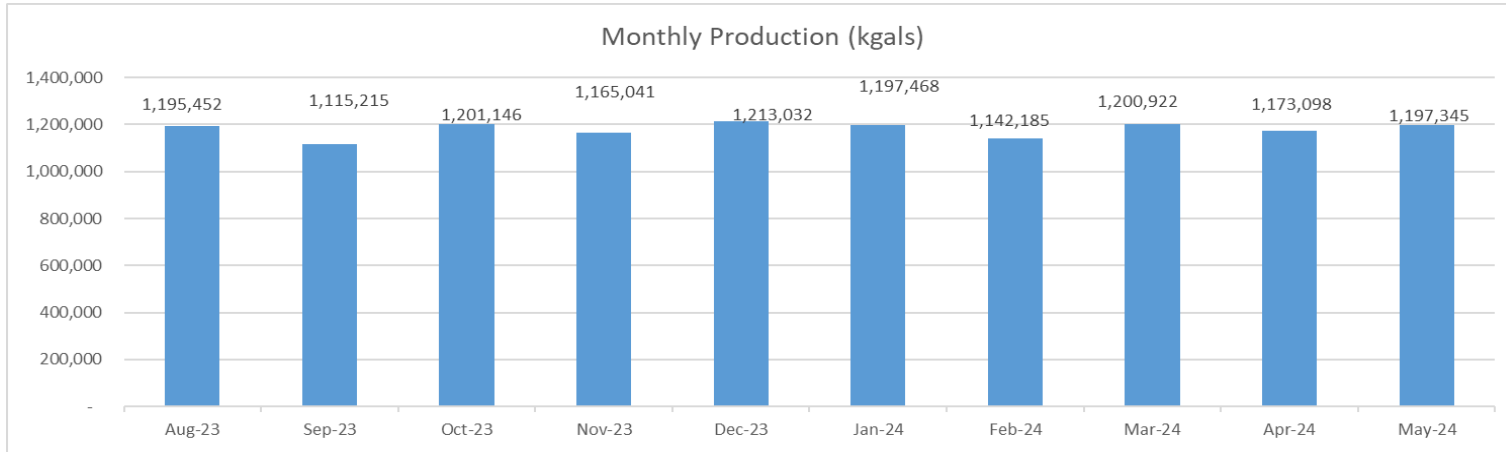
DW Status as of 6/30/2024		REMARKS
Active	97	DW units on line
Standby	1	A29
Grounded Motors, Offline, Mechanical Issue	11	A26-D01-D02-D03 D09-D21-M05- M12-M17A-Y05- Y16
Out of Commission	9	A02-A07-A28-D05 D13-M01-M14- MJ01-MJ05
Secured - PFAs	2	A23 and-A25
<b>TOTAL</b>	<b>120</b>	





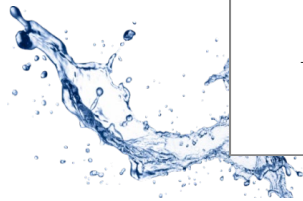
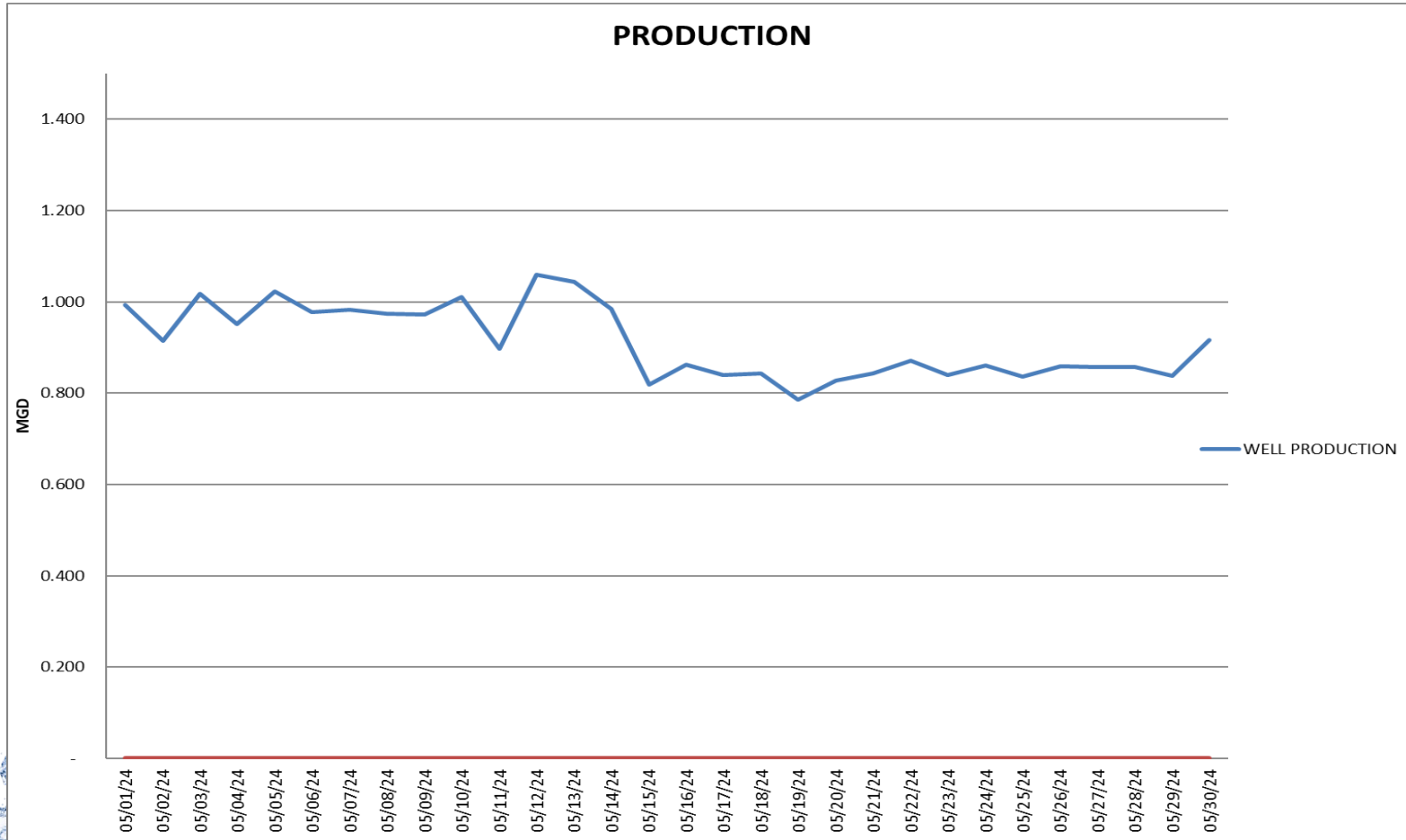
## Operations Update

### Water Production (May and June 2024)





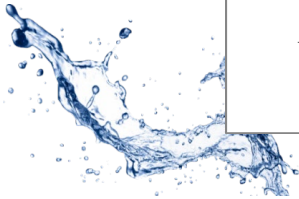
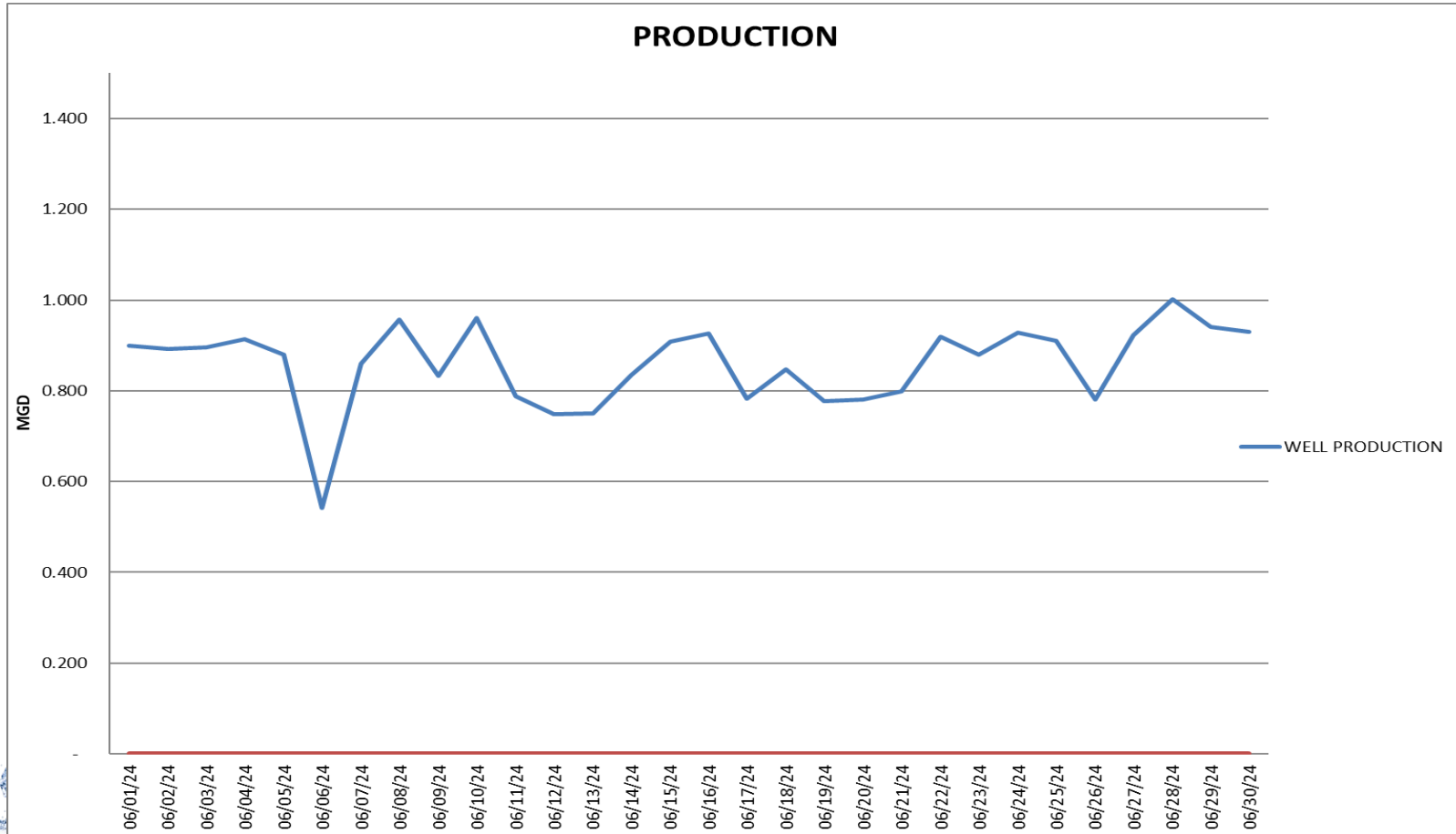
Tumon Maui Well Production (May 2024)







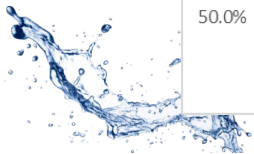
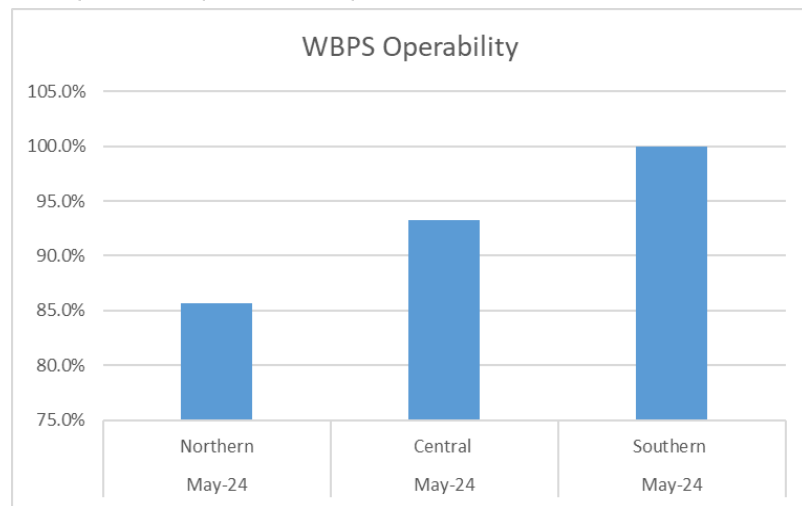
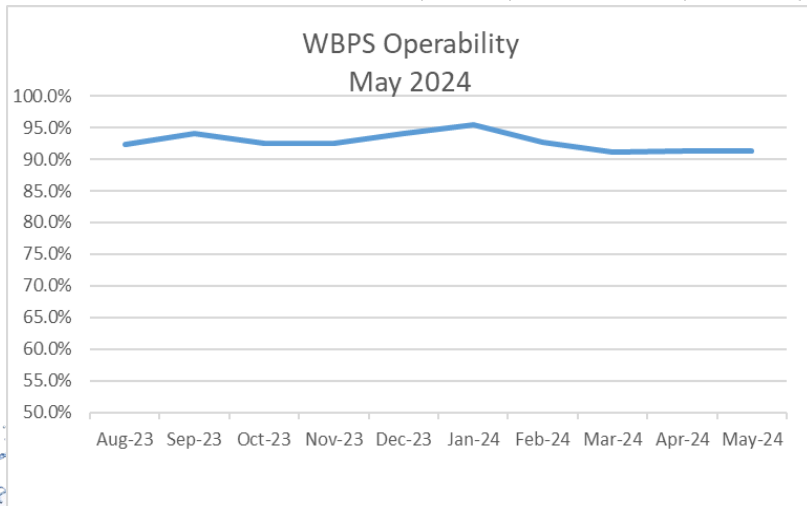
Tumon Maui Well Production (June 2024)





Water Distribution (May 2024)

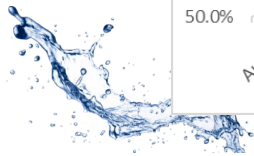
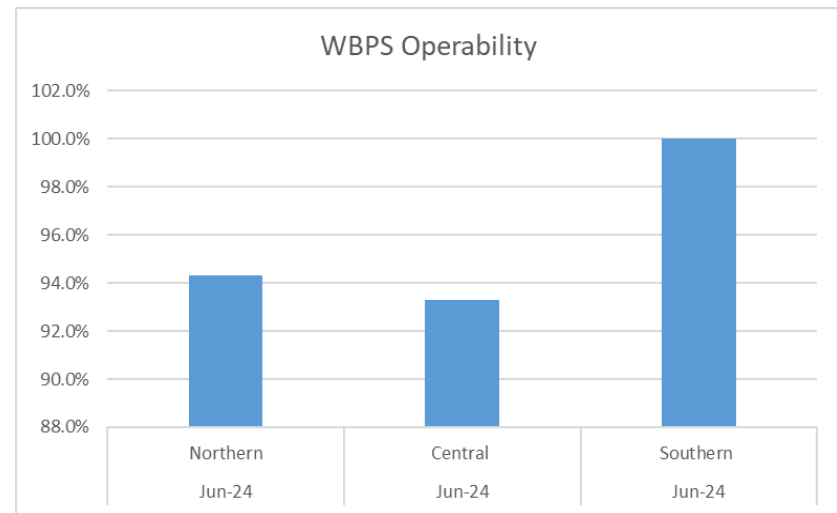
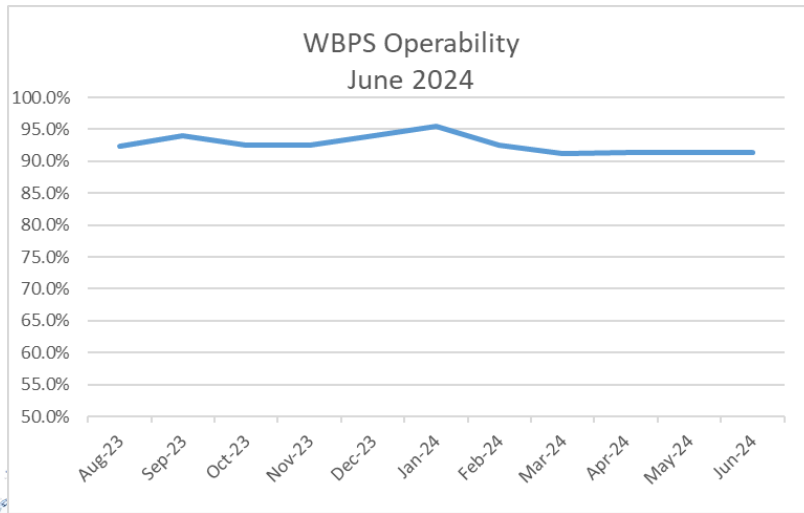
Monthly Distribution Summary - May 2024					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	15	35	30	85.7%
	Central	7	15	14	93.3%
	Southern	8	19	19	100.0%
		30	69	63	91.3%





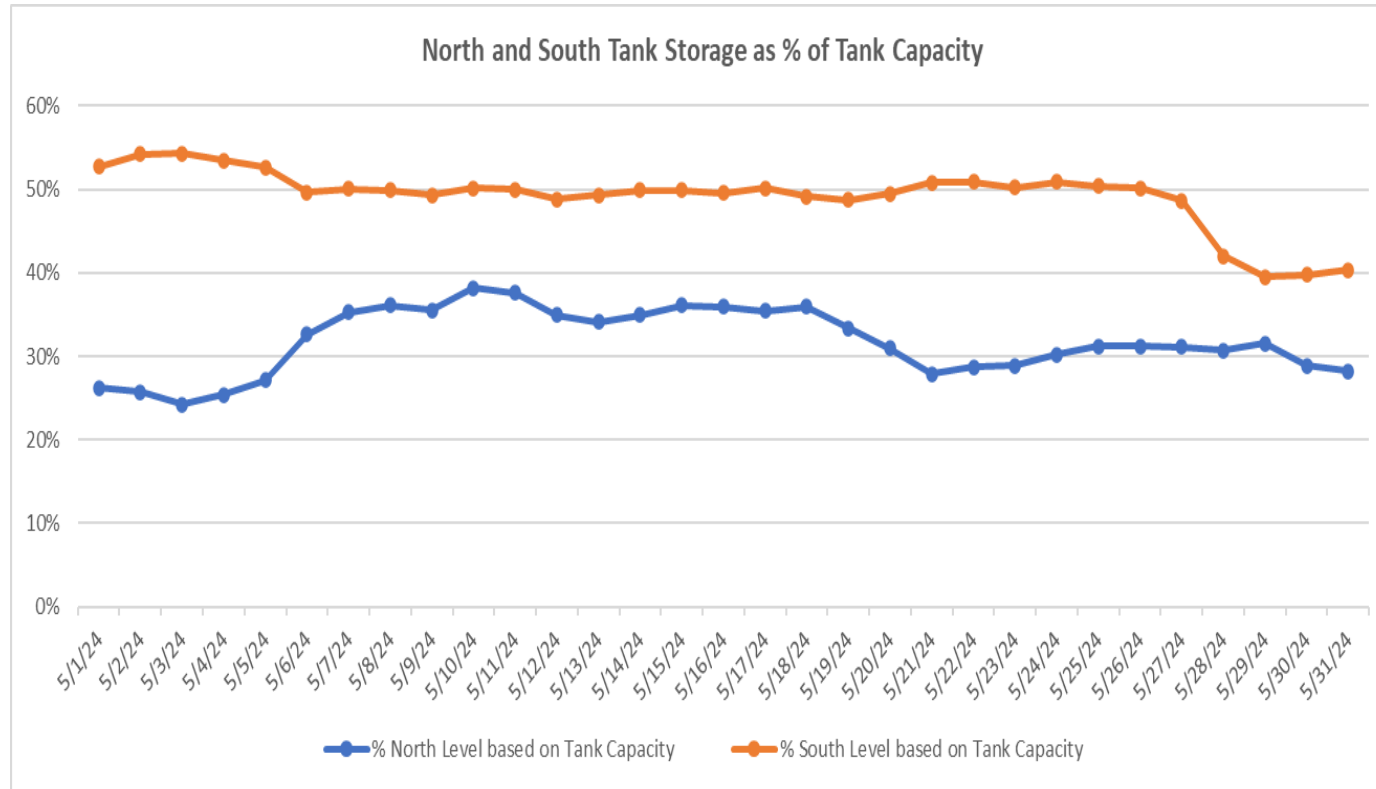
Water Distribution (June 2024)

Monthly Distribution Summary - June 2024					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	15	35	33	94.3%
	Central	7	15	14	93.3%
	Southern	8	19	19	100.0%
		30	69	66	95.7%



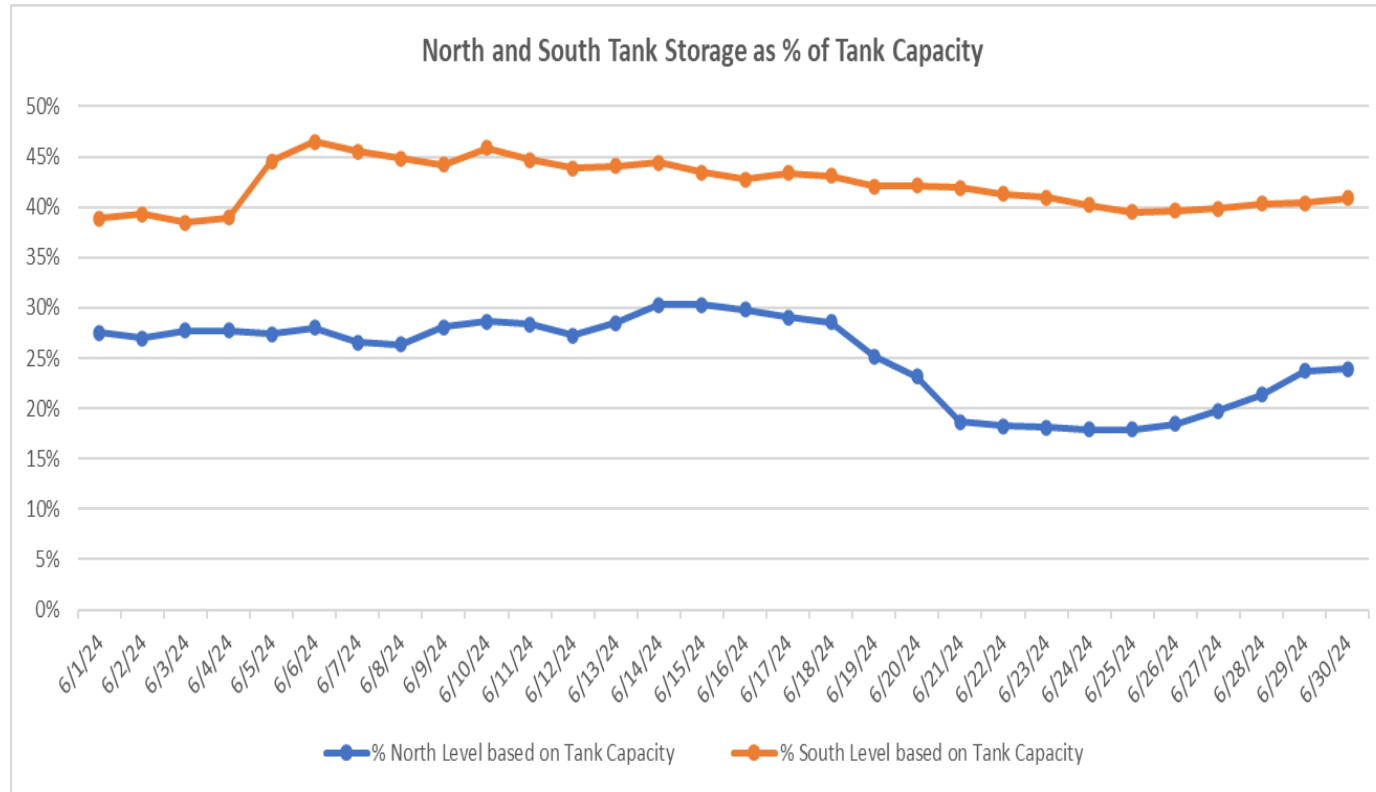


Water Distribution – Tank Levels (May 2024)





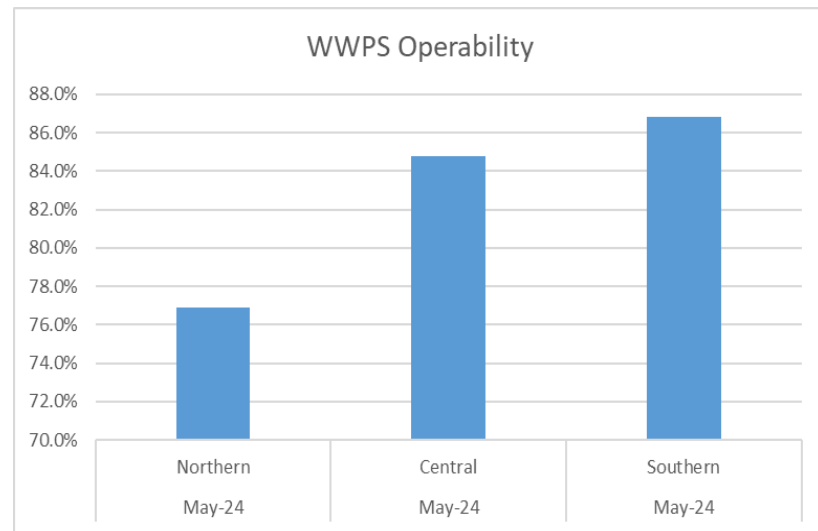
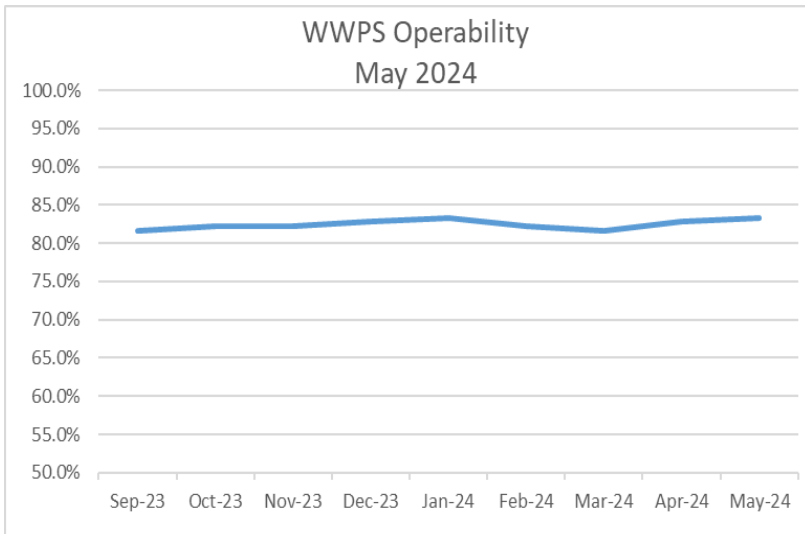
Water Distribution – Tank Levels (June 2024)





Wastewater Collections (May 2024)

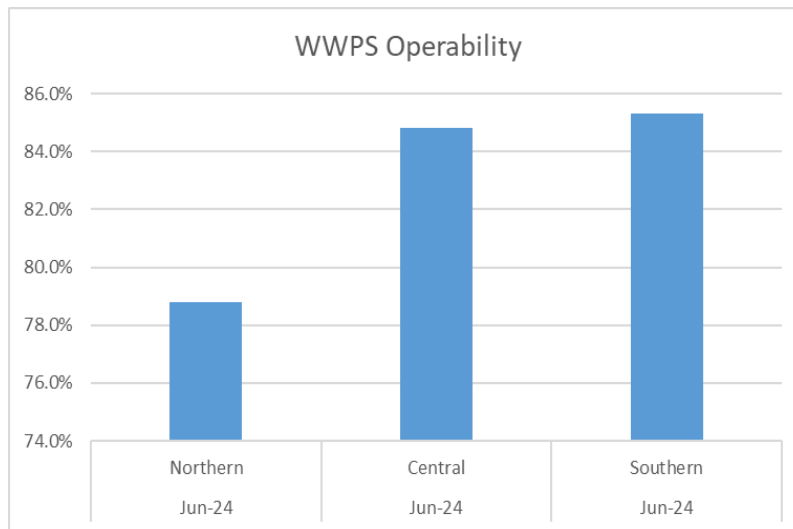
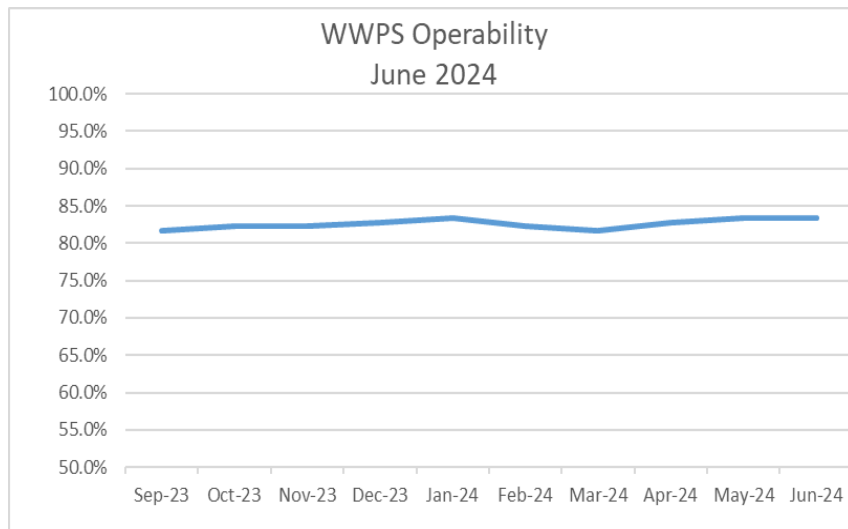
Monthly Collections Summary - May 2024					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	40	76.9%
	Central	30	66	56	84.8%
	Southern	32	68	59	86.8%
		84	186	155	83.3%





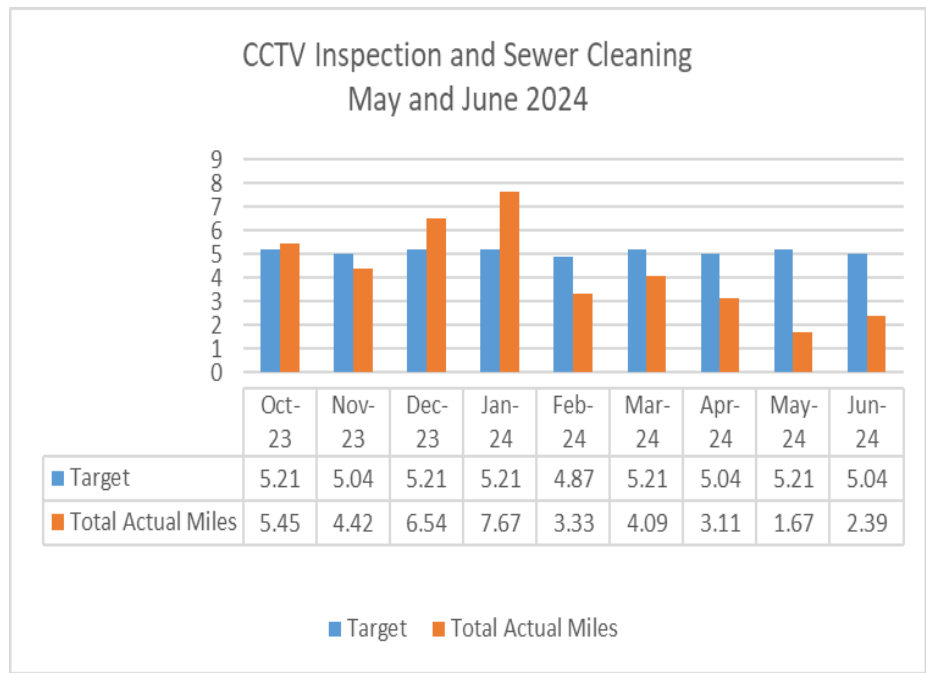
Wastewater Collections (June 2024)

Monthly Collections Summary - June 2024					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	41	78.8%
	Central	30	66	56	84.8%
	Southern	32	68	58	85.3%
		84	186	155	83.3%





Wastewater Collections – CCTV (through June 2024)



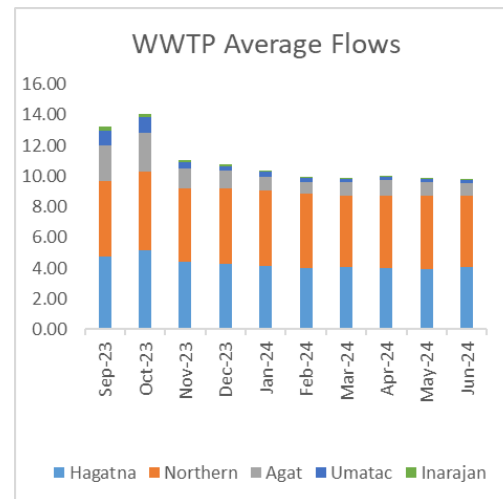
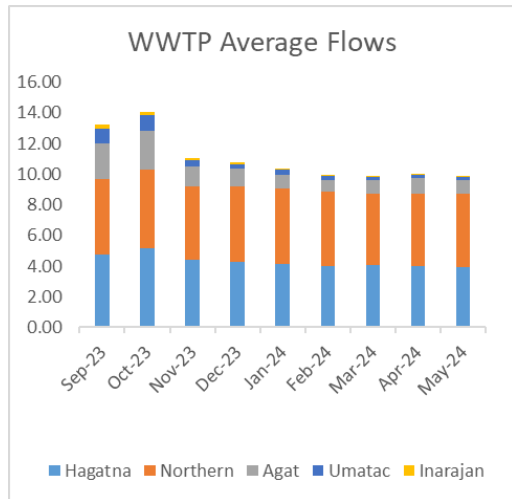




### Wastewater Treatment (May and June 2024)

Monthly Wastewater Treatment Summary - May 2024				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows	Sludge (lbs)	Sludge Disp. (\$)
	Hagatna	3.96	402,840	\$ 36,256
	Northern	4.76	739,860	\$ 66,587
	Agat	0.9	29,900	\$ 2,691
	Umatac	0.21		
	Inarajan	0.06		
		9.89	1,172,600	\$ 105,534

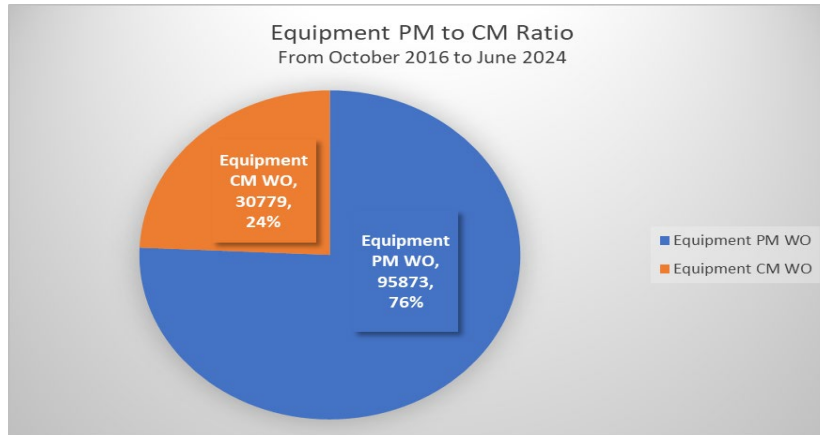
Monthly Wastewater Treatment Summary - June 2024				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows	Sludge (lbs)	Sludge Disp. (\$)
	Hagatna	4.07	196,240	\$ 17,662
	Northern	4.67	774,420	\$ 69,698
	Agat	0.78	17,260	\$ 1,553
	Umatac	0.24		
	Inarajan	0.07		
		9.83	987,920	\$ 88,913



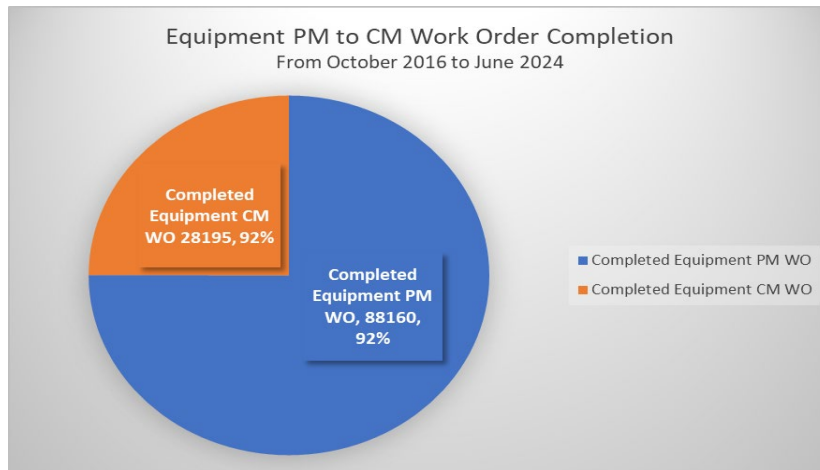


Asset Management (through June 2024)

I. Equipment Preventive Maintenance to Corrective Maintenance *Ratio*



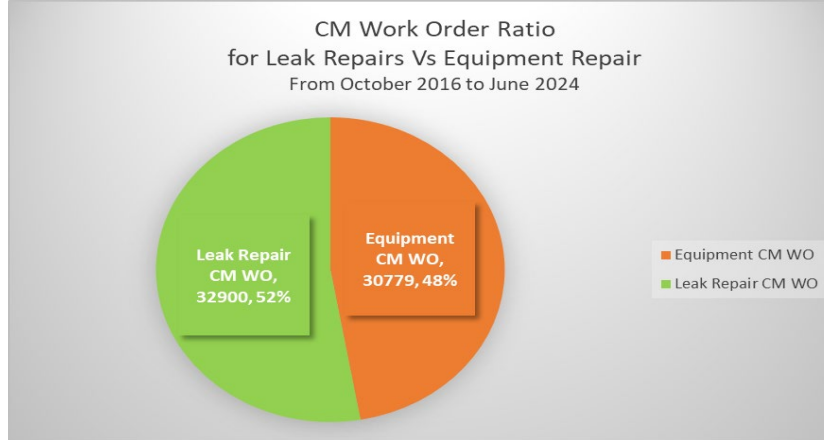
II. Equipment Preventive Maintenance to Corrective Maintenance *Work Order Completion*



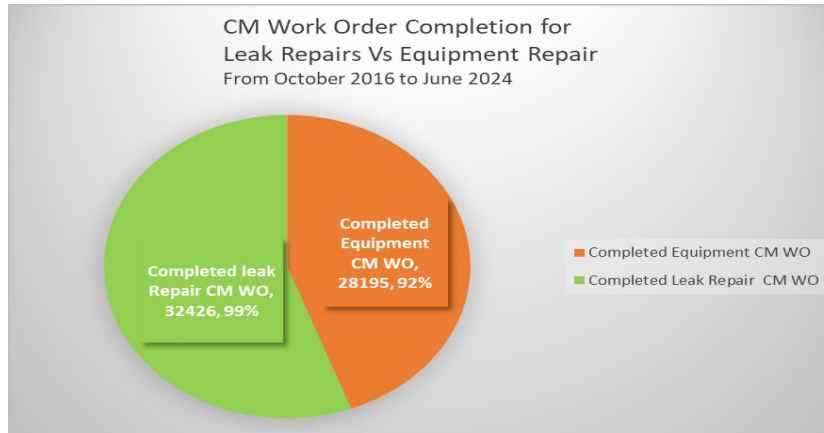


Asset Management (through June 2024)

III. Corrective Maintenance Work Order **Ratio** for Leak Repairs vs. Equipment Repair



IV. Corrective Maintenance Work Order **Completion** for Leak Repairs vs. Equipment Repair





One Guam Update (through June 2024)

No update on any property issues including Licenses/Leases, Property Transfers, easement request

- Interagency Billing & Contracts/Agreements
  - Process/Negotiations – in progress. GWA Finance and Legal are still waiting on comments.
- Other
  - GPA Interest in Water to Navy Meter at Power Substation across Micronesia Mall
    - GWA will be doing the work so no labor involved by Navy.
    - GWA will forward the application for water connection to DOD
  - Modeling
    - Andersen Interties
- Received updated SOW and RFI responded to them; waiting on final process. Andrew Fugal (B&C) waiting for comments.
- Potential for intertie at front gate – part of modeling; Andrew was going to look at the ability of GWA pulling water out of the Yigo tank site.
  - Easiest way is to connect though an intertie with the tanks and use to backfill 90/60 tank which doesn't involve much digging; secondary option would be to place another pipe between 90/60 tank and GWA's line that is near the front gate
- Defense Community Infrastructure Program (DCIP)
  - GWA submitted a letter requesting support from DOD. GWA is requesting funding from the DCIP to upgrade Asan Springs and the Brigade Booster Pump Station #2. GWA is waiting on the response.



*(continued on next page)*



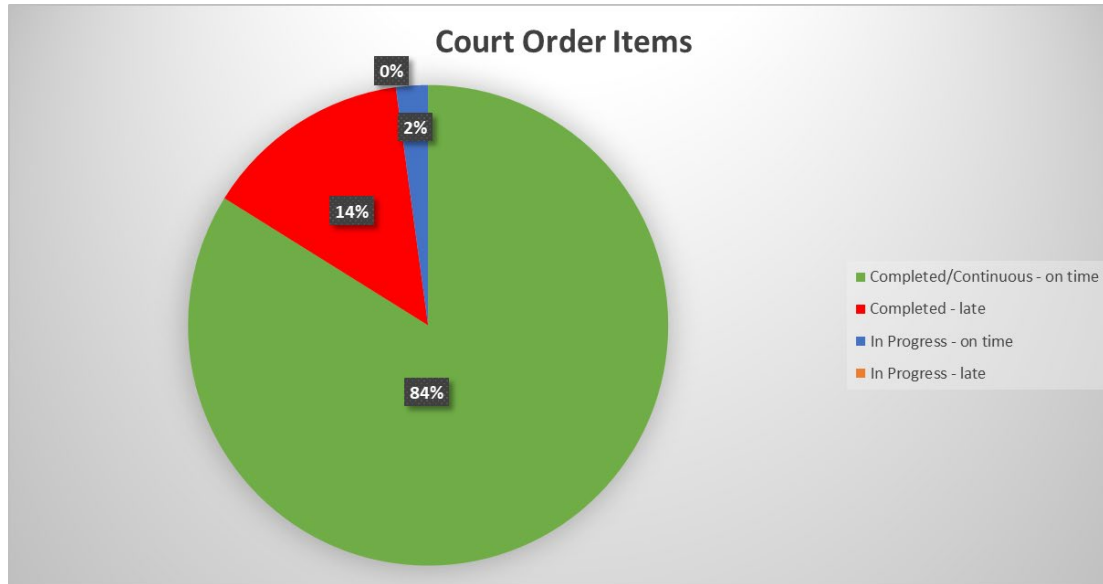
One Guam Update (through June 2024 - *continuation*)

- PFAS Study – Allonnia
  - GWA and the Navy received the results from Allonnia. The results are promising. The Navy will be moving forward to use with Allonnia with one of the wells at Naval Hospital. GWA and the Navy will discuss the possibility to share one of the treatment facilities using the Allonnia product. A small group will be brought together to discuss how this can be accomplished.
- AWIA (American Water Infrastructure Act) Working Group met to discuss what is needed including the MOA template provided by AWIA. DOD and GWA legal will need to review.
- New Business
  - Adacao SPS Potential Alternate Site
    - GWA has some wells in Adacao area that have the highest nitrogen concentrations, GWA is working to install sewer lines in that area (north of Radio Barrigada, between back road Carnation intersection and inland toward Barrigada Heights). GWA has some federal grant money to upgrade undersized water lines, put fire hydrants and infrastructure, and add the sewer lines so will need lift station.
  - GWA is negotiating with private land owner to acquire it preferred sites; if doesn't work out with the private land owners, GWA may request a portion of military property. GWA will need to request for an easement to access the property that is DOD property. GWA will provide the maps for the proposed sites.





Court Order Summary (through June 2024 – no changes)



**Court Order Summary**

	Court Order Items	%	Performance % Completed	Performance (on-time or completed)
Completed/Continuous - on time	78	84%	97.8%	100.0%
Completed - late	13	14%		
In Progress - on time	2	2%		
In Progress - late	0	0%		
<b>Totals</b>	<b>93</b>	<b>100%</b>		





### Court Order – Status Information (May and June 2024)

- No CO delays since the Approval of CO time extension.

The following Overflows or ByPass events were reported up to June 13, 2024:

- May, 11, 2024, Control# 1412203, SMH-00462, Tamuning, Overflow – FOG
- May 17, 2024, SSO# 1446639, SMH-08552, Rt. 1, Hagåtña, Overflow – FOG
- May 19, 2024, SSO# 1446624, East O'Brien Drive, Hagåtña, Sewer overflow – FOG
- May 19, 2024, SSO# 1446835, Hyatt Regency Loading Dock, Tumon – PS Failure
- May 20, 2024, SSO# 1446757, Rt. 6 Halsey Dr, Asan, WW Clean-Out – FOG
- May 20, 2024, SSO# 1446895, Rt. 16, Harmon – Pipe Structure Failure
- May 22, 2024, SSO# 1447494, Southern Link Pump station – PS Failure
- May 24, 2024, SSO# 1447766, Rt. 16, Harmon – FOG
- June 4, 2024, SSO# 1450653, Mendioka St., Harmon – FOG
- June 13, 2024, SSO# 1453038, O'Brien Drive, Hagatna - FOG





Land Acquisition Summary (through June 2024)

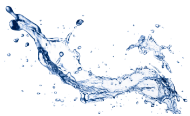
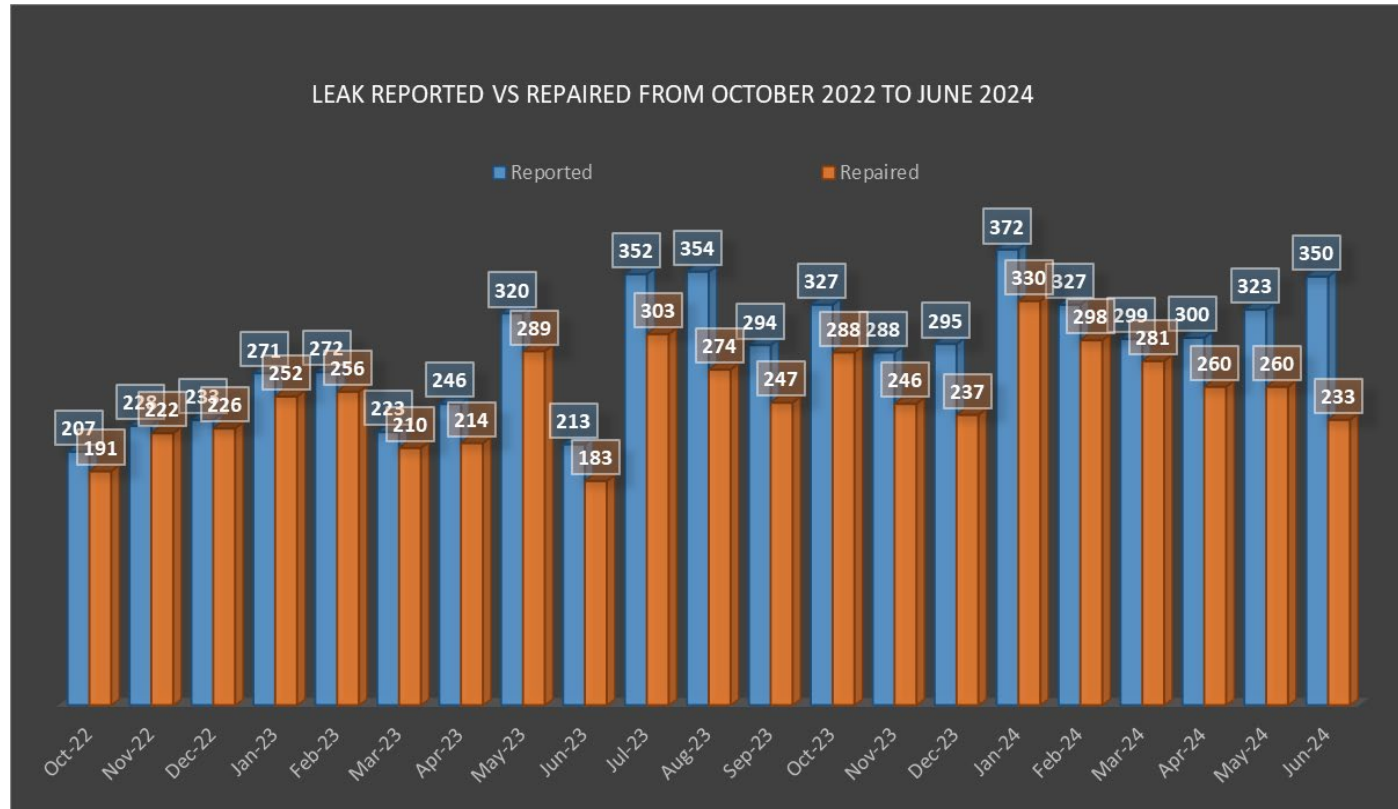
GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
Tanks	Astumbo-L10164	Gov't. - CLTC	Petition of Land Registration package forwarded to Attorney General by DLM 11/04/19. AG pending court filing 06/30/2021 – Follow up status sent to DLM 10/06/2021; 11/03/2021; 01/27/2022; 03/04/2022; 05/12/2022; 07/07/2022;09/12/2022; 12/27/2022; DLM response 07/11/2023 have not been able to meet with Assignment AG for LR proceedings. Land Agent has followed up and emailed multiple times with Margarita at DLM on meeting with DLM attorney on status of Land Registration proceedings 10/02/2023. This process is crucial for GWA to acquire property for GWA reservoir. 02/01/2024: Follow up sent to Margarita at DLM; 02/09/2024: Response from Margarita at DLM- Because it has almost been 4 years since we requested the assistance of the AG to initiate the Land Registration, I would recommend that a formal letter from GWA requesting the urgency of the registration and indicate the reasoning behind it. This would support our request for immediate processing with the AG.
	Piti-L259	Private/Federal	Received final comments from DoAg. Waiting on the archaeological report before we can submit 299 forms. Waiting for permission from NPS to access the lot and perform the Archeological survey.
	Ugum River Intake/Booster Pump Station	Private	When the UGUM Water treatment plant was built in 1990, no land reservations for the area by the booster pump station, the Ugum river intake and access road. Land Agent currently researching the area under Lot 292, owned by the Aguon Family. GWA would need to secure a Grant of Easement for the access road and booster pump facility along the river intake. 12/19/2023: GWA coordinating with DCA for survey services to perform a boundary retracement survey of the subject lot to establish the limits of the survey; as-built existing facilities, structures, and road, to obtain + 2,376 square meters for the parcel and create the easement for GWA reservation. 03/06/2024: DCA field survey work begins.
Deep Wells	AG-12-L10154-4	Dept. of Agriculture/Manhita Farms	Right of Entry Agreement sent to Manhita Farms for signature 05/24/18. 2 <sup>nd</sup> follow up sent on 04/10/19; 08/03/2021. ROE Agreement information sent to GWA legal counsel for further review and processing 01/28/2022; 08/11/2023 –GM signed and submitted to DCA for final review and processing at DLM; 09/26/2023-Submitted to DCA for final map processing; 03/2024: Re-submitted survey map to DLM last week to change the new acting CLTC Administrative Director.
Booster Pump Station	Agfayan-T3734 B19 L28	Private	TGE working on structural design for pump station area for L28, B19, T3734, Inarajan 11/07/19. Letter of Decision received by CLTC 06/09/2021. CLTC has responded for in-kind service letter 10/08/2021. 1 <sup>st</sup> appraisal report submitted to GWA 05/11/2022. 2 <sup>nd</sup> appraisal submittal to GWA 09/20/2022. Appraisal report sent to GM/legal counsel for review, approval and response 09/22/2022. Garrett stated updated appraisal report cost is \$2500 each. Funding needs to be requested 10/02/2023.
Asan Springs	Asan-L501	Federal	<ul style="list-style-type: none"> <li>Revised Environmental Assessment report with NPS for review. 1/25/24</li> <li>09/18/2023: The Office of Congressman Moylan has offered assistance to work with the NPS in completing the EA and Finding of No Significant Impact (FONSI) along with the Right of Way agreement to GWA, the EA is a prerequisite of the ROE agreement.</li> </ul>
Adacao Sewer PS	T293 L19 Mangilao	Private	<ul style="list-style-type: none"> <li>May 2, 2023: Right of Entry request sent to owners of properties for potential pump station sites</li> <li>May 15, 2023 – August 30, 2023: Right of Entry letters received by owners. Received responses from owners of Lot 19 Tract 293 (Natividad Trust &amp; BME) and Lot 14-R2 Tract 293 (Angelita Sionosa). No response from Angelita after initial contact.</li> <li>September 15, 2023: DCA met with Natividad Trust &amp; BME to discuss pump station on L19 T293</li> <li>September 25, 2023: Right of entry for Natividad Trust &amp; BME L19 T293 signed by GM</li> <li>January 26, 2024: DCA met with Natividad Trust &amp; BME to progress with appraisal</li> <li>January 30, 2024: Appraisal conducted on L19 T293</li> <li>March 13, 2024: Appraisal received</li> <li>May 3, 2024: Received Ownership and Encumbrance Report on L19 T293</li> <li>May 15, 2024: Letters of Decision sent to property owners of T293 L19</li> <li>June 03, 2024: Followed up on LOD, no response yet from property owners</li> <li>June 18, 2024: property owner responds with willing to sell</li> <li>June 20, 2024: GWA sends offer letter</li> <li>June 20, 2024: property owner responds with counter offer</li> <li>June 25, 2024: GWA sends revised offer letter</li> <li>June 26, 2024: property owner accepts GWA's revised offer</li> <li>June 26, 2024: land agent to draft land purchase agreement for review</li> </ul>





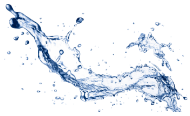
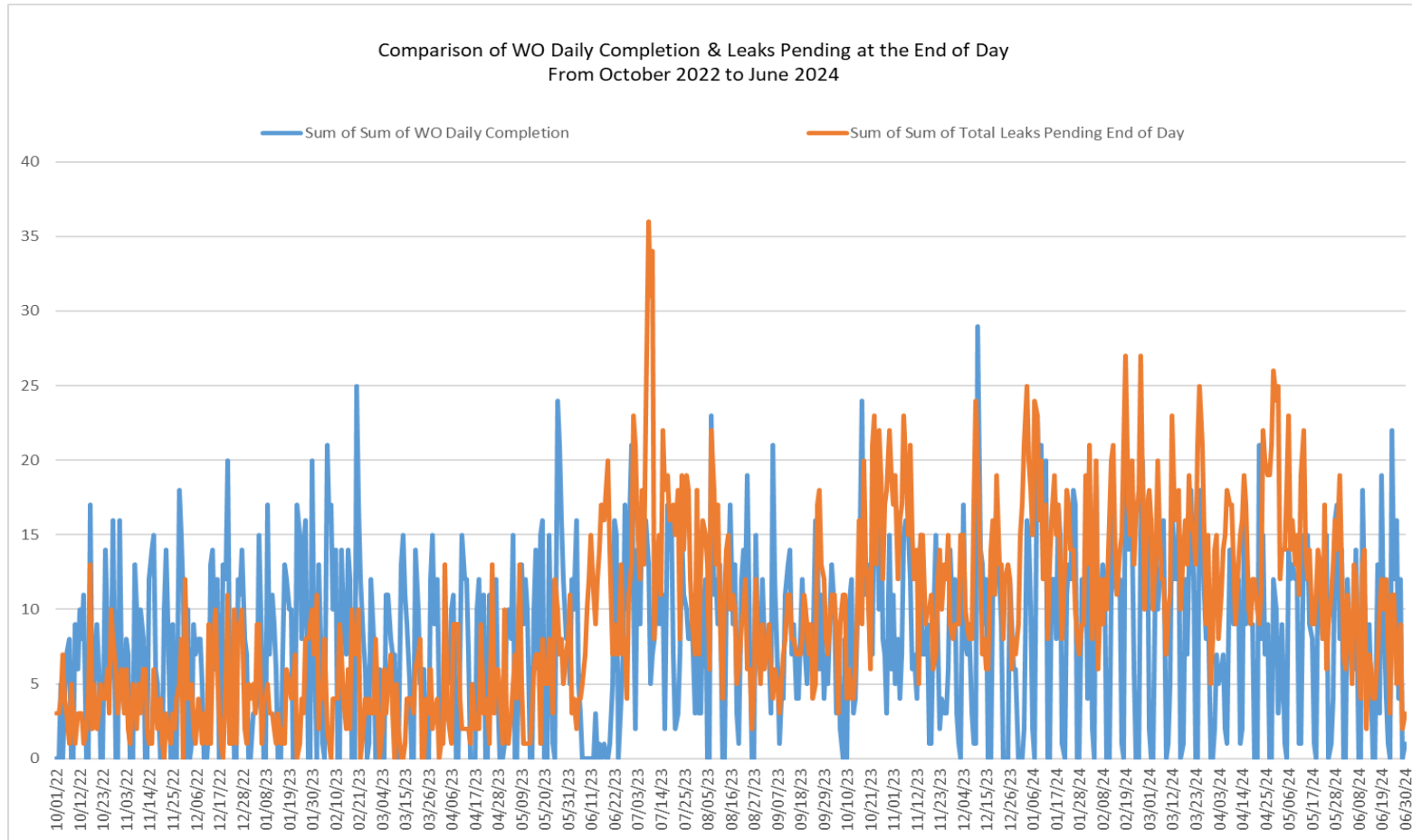


Comparison of Leaks Reported vs. Leaks Repaired (through June 2024)



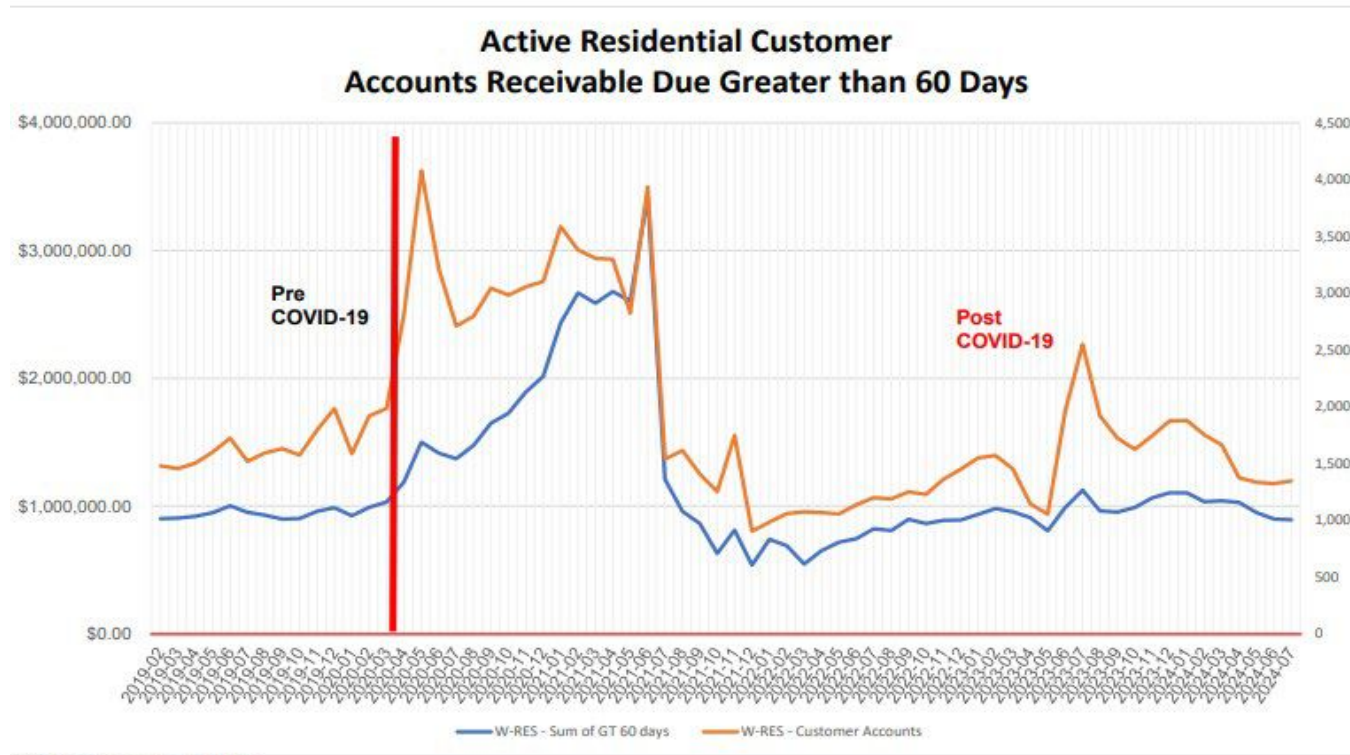


### Daily Leak Repairs (through June 2024)





### Accounts Receivables – Active Residential Customers (through June 2024)

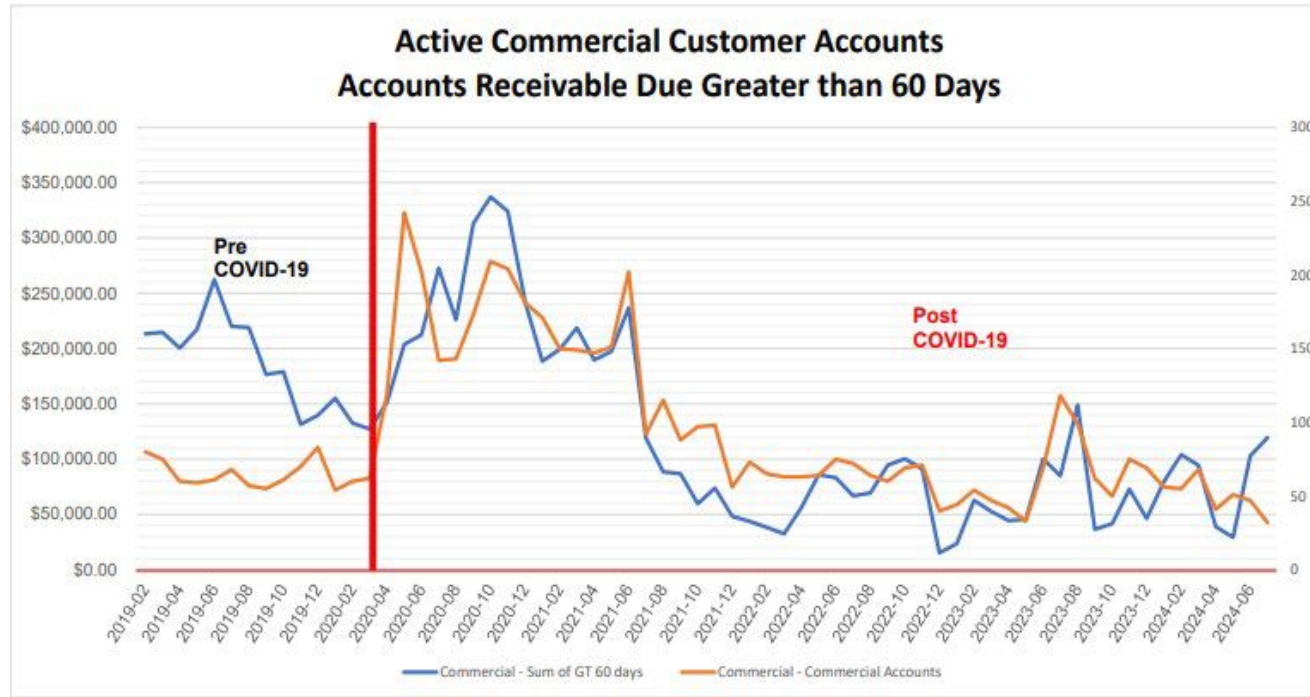


\* Excluding customers on payment plans





Accounts Receivables – Active Commercial Customers (through June 2024)



\* Excluding customers on payment plans





## Highlights of Customer Care Section Operations (May 2024)

- The average wait time for all 3 locations is 3 minutes as compared to 3.4 minutes for April 2024.
- The number one reason for visit to each GPWA location for the month of May 2024 is
  - Gloria B Nelson Public Service Bldg. Fadian = Apply for water
  - Julale Satellite Office = Copy of bill
  - Upper Tumon Satellite Office = Apply for water
- The total number of Facebook visits in May is 7507 as compared to 4722 for April 2024.
- Instagram profile visits for May 2024 are 397 as compared to 310 in April 2024.
- May 2024 average number of active pay plans is 366 which compares similarly to 389 in April 2024.
- 890 total emails were received in May 2024 as compared to 519 in April 2024.
- Meter Reading Unit reported a small decrease in the successful electronic read percentage average @ 94.6% as compared to 95.5% in April 2024. The decrease is the result of depleting endpoint battery life.
- Field activities were created for all meters with confirmed endpoints having no battery charge starting in May 2024. These additional field activities will remain in pending status until endpoint replacements arrive on the island and are installed on active meters.
- 12.8% of GWA active customer meters recorded ongoing private side leakages in May 2024 which compares similarly to April 2024 @ 12.9%.
- All Supervisors and Program Manager successfully completed in person USERRA training.





### Highlights of Customer Care Section Operations (June 2024)

- The average wait time for all 3 locations for the month of June 2024 compares similarly to the wait time recorded in May 2024 of 3 minutes.
- The number one reason for visit to each GPWA location for the month of June 2024 is:
  - o Fadian office – Apply for water
  - o Julale office – Bill Dispute
  - o Upper Tumon – Apply for water
- The total number of Facebook visits in June 2024 is 7400 as compared to May 2024 @ 7507.
- Instagram profile visits for June 2024 are 339 as compared to May 2024 @ 397.
- June 2024 average number of active pay plans is 365 as compared to May 2024 @ 366.
- 733 total emails were received and responded to in June 2024 as compared to 890 in May 2024.
- The Meter Reading Unit reported a small decrease in successful electronic read percentage average @ 94.3% for June 2024 as compared to 94.6% for May 2024. The decrease continues to be the result of depleted endpoint battery life.
- 12.6% of GWA active meters recorded ongoing leakages for the month of June 2024 as compared to 12.8% in May 2024.
- All Customer Care Section team members successfully completed 2 online training sessions in June 2024 in the areas of Defining and Handling Sensitive Information and Recognizing & Avoiding Conflicts of Interest.
- One Utility Customer Experience weekly work sessions continue with both GPA and GWA Program Managers and Section Supervisors working diligently towards improving service to our ratepayers.



# GWA Financial Overview

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MAY AND JUNE 2024





## Key Financial Indicators

Indicator	Target	Apr-24	May-24	Jun-24
DSC YTD				
- Per Section 6.12 of Indenture	1.25	1.45	1.41	1.39
- Per PUC/ CCU	1.30	1.45	1.41	1.39
Days – Cash on Hand	120 days	311 days	279 days	287 days
Collection Ratio**				
- Month to Date	99%	85%	93%	90%
- Year to Date	99%	90%	91%	90%
Days Billed	30 days	29 days	31 days	30 days
Account Receivable Days	30 days	40 days	40 days	42 days
Account Payable Days	45 days	34 days	33 days	32 days
Employee Count	400 FTE	349 FTE	347 FTE	351 FTE
Water Demand				
- Month to Date	451,933	427,852	441,340	429,506
- Year to Date	4,067,400	2,984,962	3,426,302	3,855,809
Wastewater Flow				
- Month to Date	317,500	328,076	320,257	337,832
- Year to Date	2,857,500	2,201,411	2,521,669	2,859,501
Operations & Maintenance Expense*	\$6,567,186	\$6,835,680	\$6,731,301	\$7,377,868
Water Customers	43,978	43,640	43,830	43,667
Wastewater Customers	30,781	31,024	31,161	31,111

\*Excludes depreciation

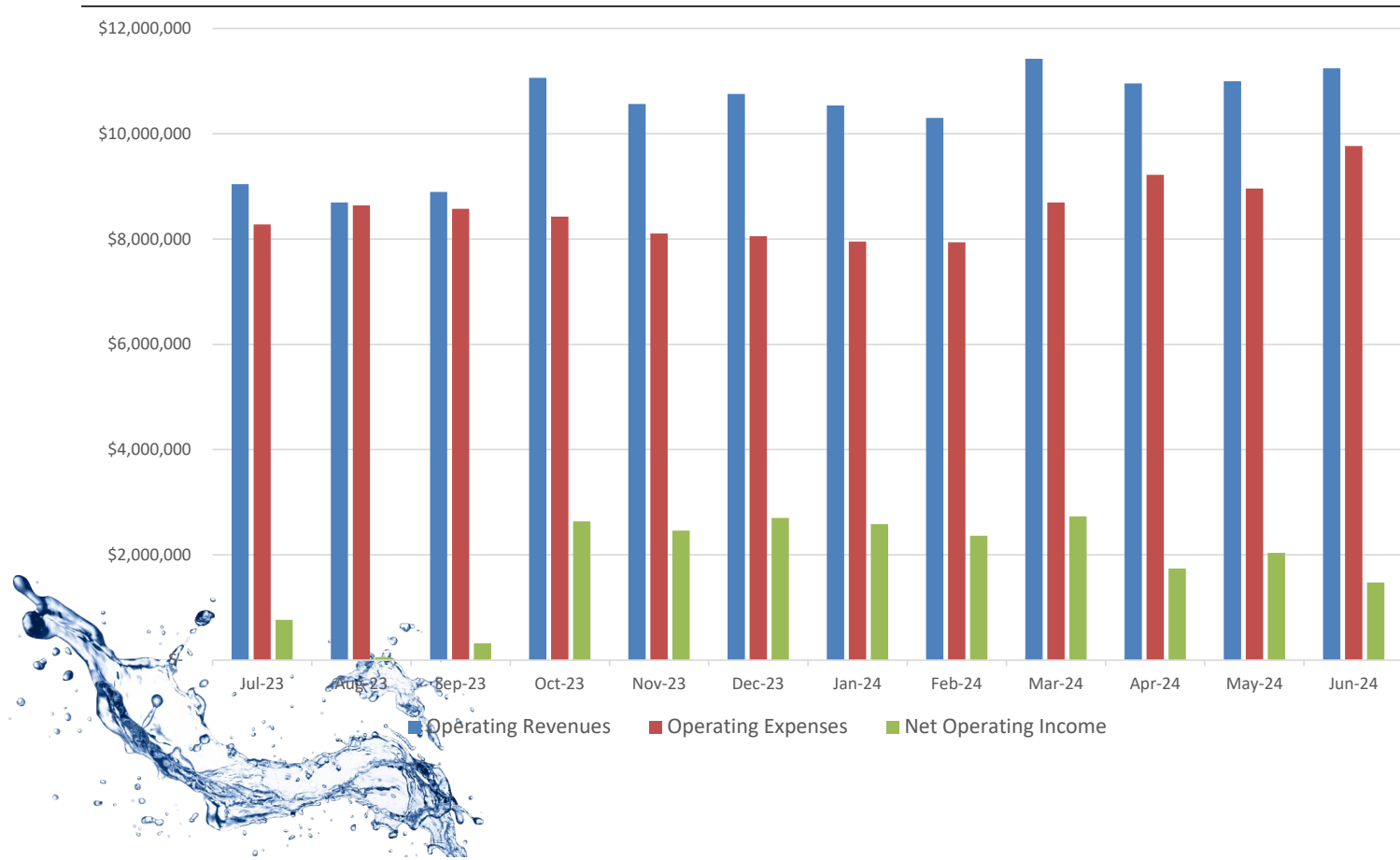
\*\*Includes SDC Revenue and Collection





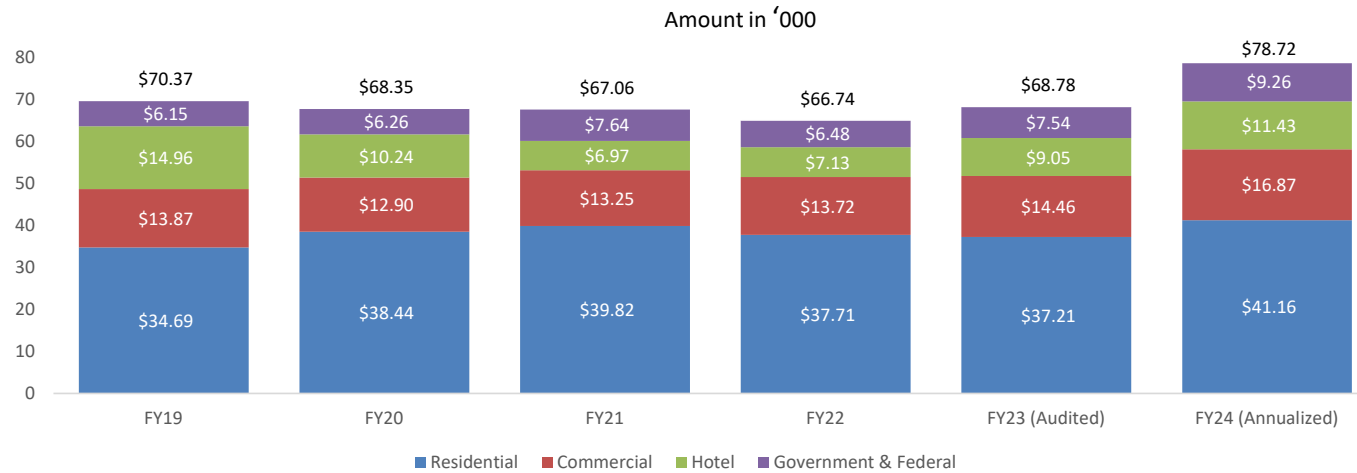
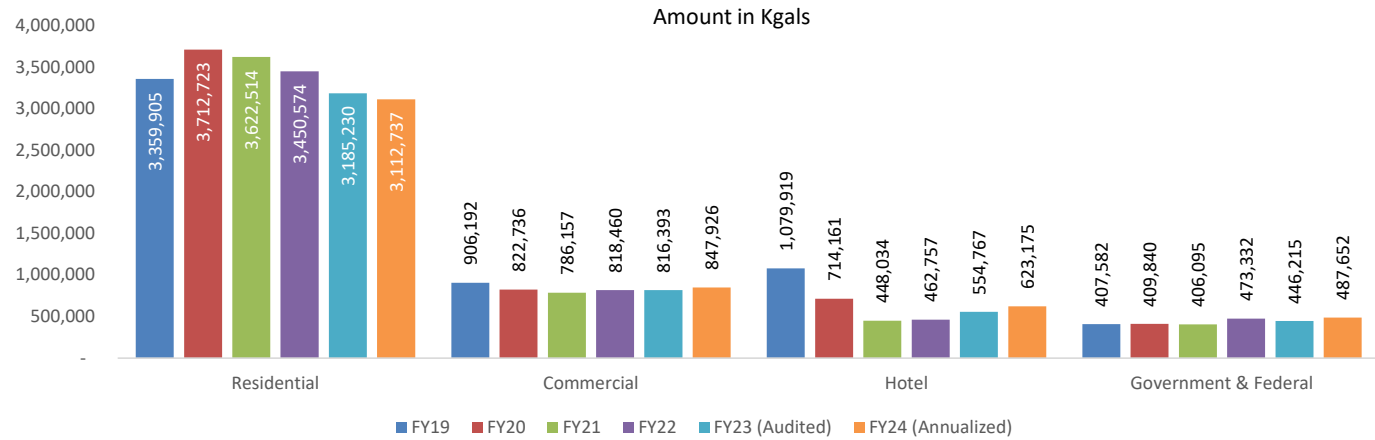


## Income Statement



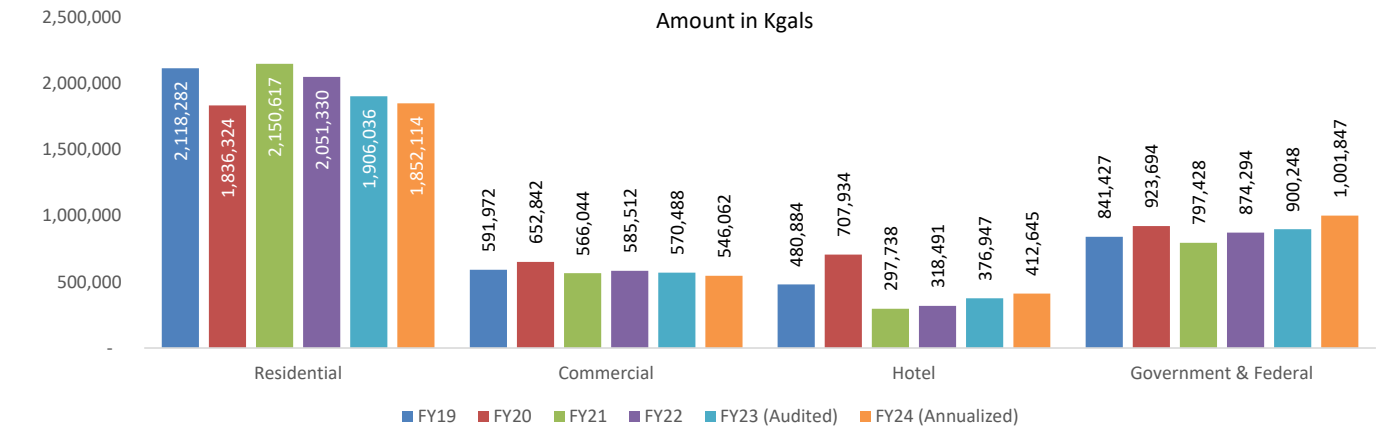


## Annual Water Demand and Revenues by Rate Class



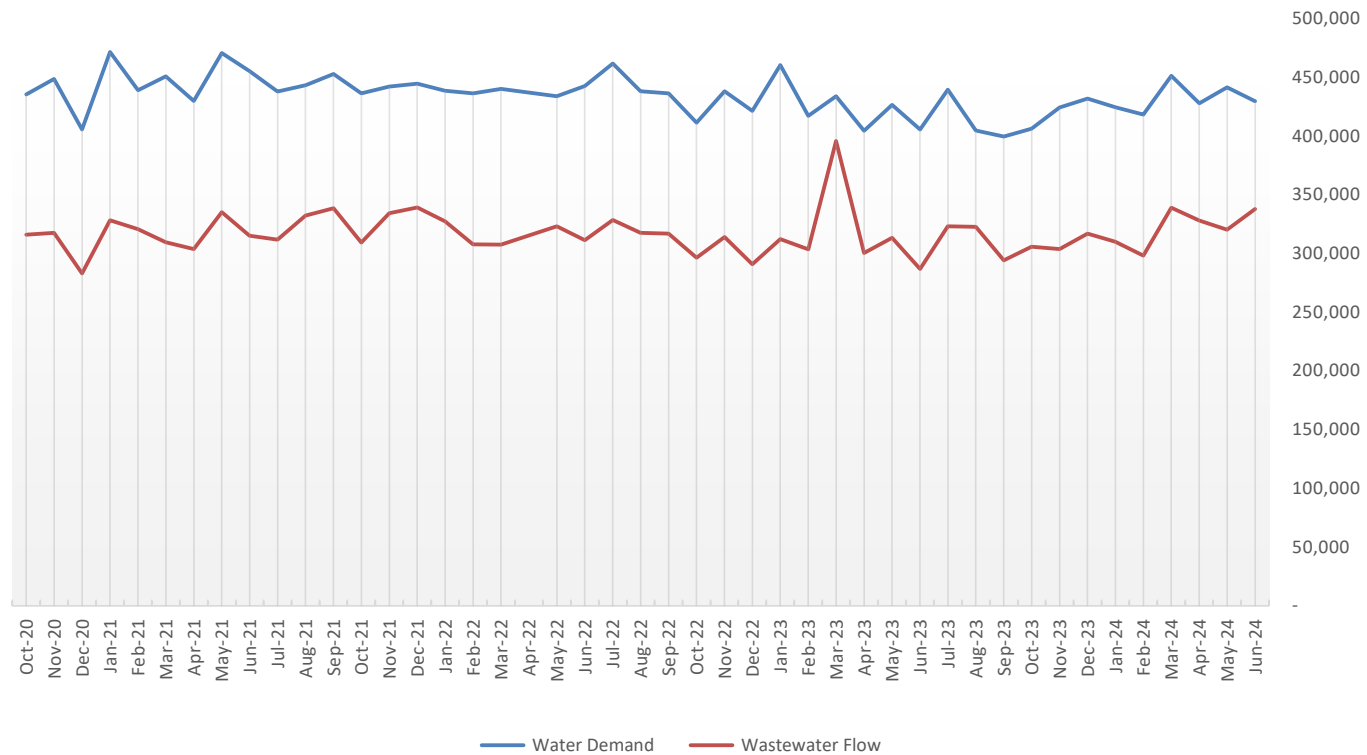


## Annual Wastewater Billable Flows and Revenues by Rate Class



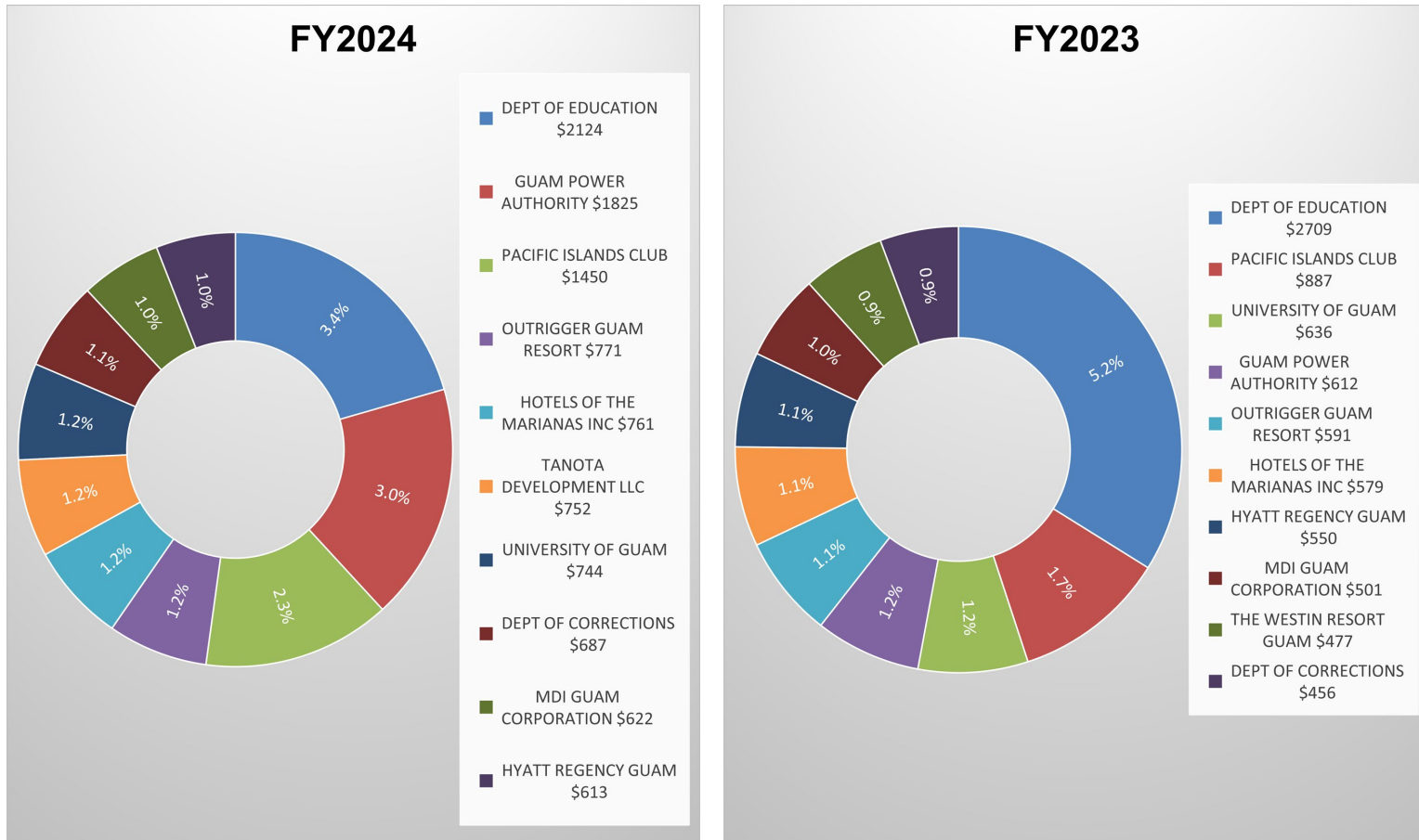


## Water Demand & Wastewater Flow – 4 Years



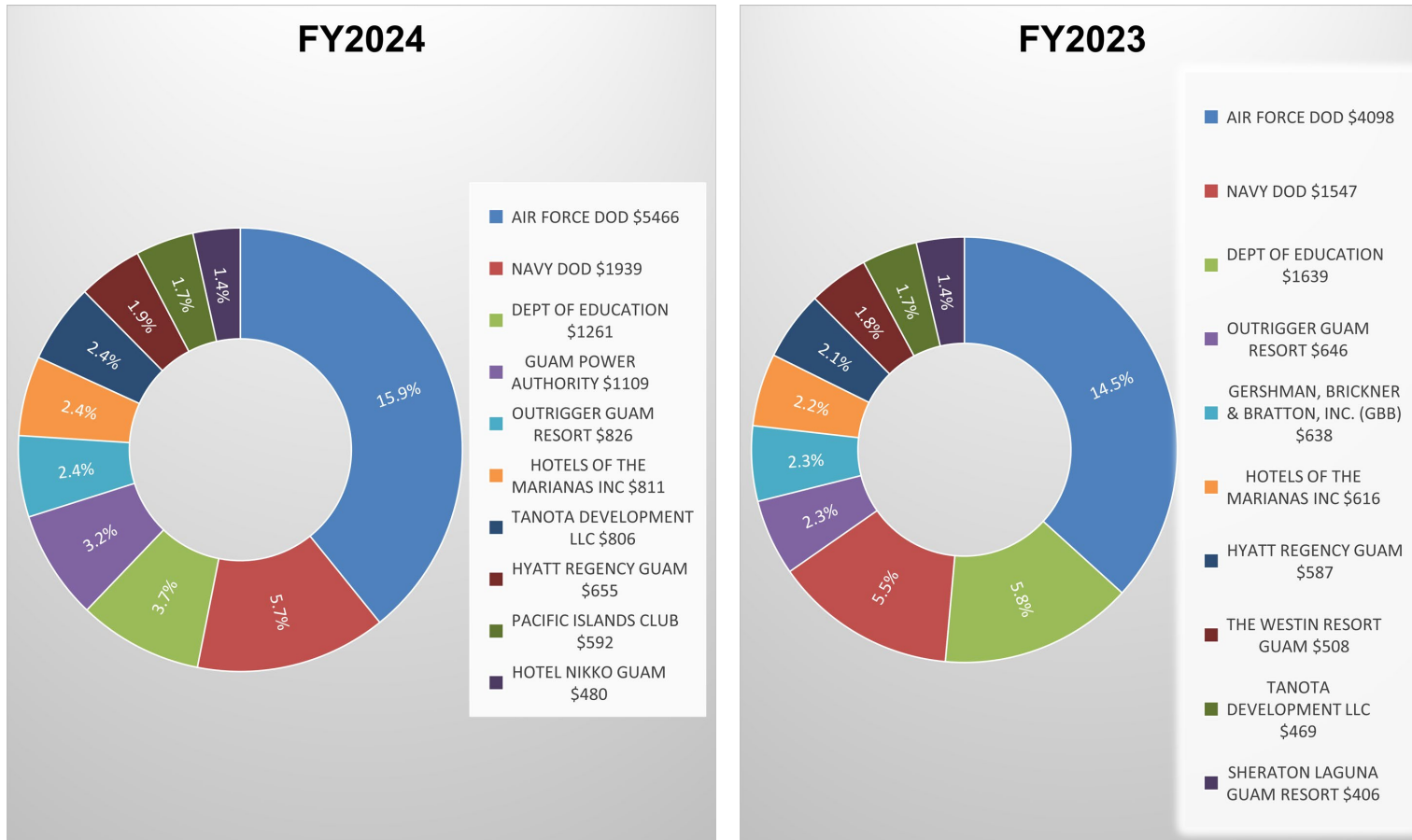


## 10 Largest Water Customers (JUN YTD)





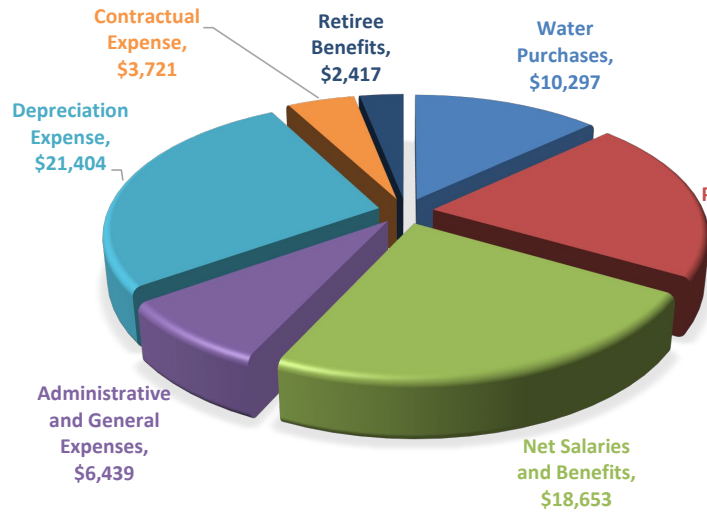
## 10 Largest Waste Water Customers (JUN YTD)



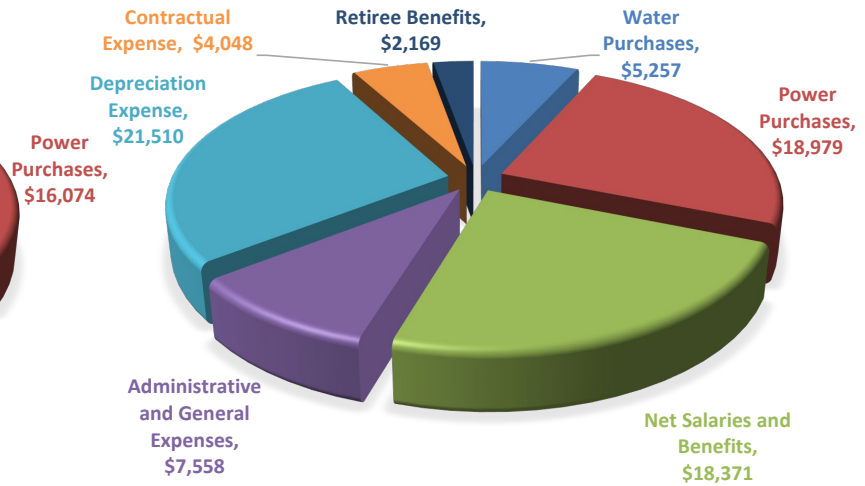


## JUNE YTD Expenses by Categories

FY2024 (in '000)



FY2023 (in '000)





FY2024 YTD O&M Expenditures (excluding depreciation)

