



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.

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

15
16 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
17 of this Resolution.

18 **DULY AND REGULARLY ADOPTED**, this 23rd day of July, 2024.

19
20
21 Certified by:

22 

23 **JOSEPH T. DUENAS**
24 Chairperson

21 Attested by:

22 

23 **PEDRO ROY MARTINEZ**
24 Secretary

25
26 //

27
28 //

29
30 //

31
32 //

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:

5

NAYS:

0

ABSENT:

0

ABSTAIN:

0



///

///

///

///

///

///

Exhibit A

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

Task Order

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.

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:

Party	Action	Schedule
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:

Description of Service	Estimated Amount	Basis of Compensation
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	
TOTAL COMPENSATION (lines 1.a-d)	\$50,000	NTE

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

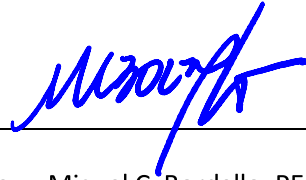
1. Terms and Conditions

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: _____


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.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Exhibit B

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment No. 2 To Task Order No. 8

1. Background Data:

- a. Effective Date of Task Order: December 15, 2021
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project title: Indefinite Delivery/Indefinite Quantity (IDIQ) for Professional project/Construction Management Services
- e. Specific Project description: Guam Water Resources Master Plan – Interim Update

2. Description of Modifications

a. Task 1 – Task Management. The project duration has extended longer than anticipated, partly due to extended time and effort to complete the model calibration and to identify capital improvement projects needed to update the Master Plan; and partly due to collection of information needed from GWA to update several sections of the Master Plan. Accordingly, additional time is needed to complete this Task Order. In addition, the added scope items discussed in the following paragraphs have required an increased amount of project management and coordination. The resultant additional cost to manage the project is reflected in the cost summary below.

b. Task 2 – Overview and Fundamentals Update – This task includes a discussion on Asset Management and SCADA that have become more involved than what was allotted for in the original scope. The significant revisions to the GWA Asset Management Program have been robust and followed a different path than described in the 2018 Master Plan Update which has required more extensive updating of progress and description of the program than originally envisioned. The SCADA program update also required greater coordination and discussion to fully describe the current condition regarding SCADA. The existing SCADA system, its equipment, and the data communication network had to be considered to enable BC to report on how existing equipment can become functional, what next steps should be taken, and whether there are impediments to the present direction for the communication network and data processing software. In addition, it was necessary to consider if the direction for SCADA as described in the GWA SCADA Master Plan presented hurdles to execution, or, if there were aspects of the equipment that pose unusual challenges. This additional evaluation included determining the best way forward to make the existing SCADA equipment functional, and making recommendations of alternatives that may deviate from the SCADA Master Plan based on input from GWA and GPA. Preparation of a technical memorandum addressing SCADA to augment the update to

the Master Plan was added. Hence, additional effort for this Task was required and is shown in the cost summary below under Task 2 and Task 5.

c. Task 3 – Water System Update. New PFAS limits and mandates for Health Advisory Levels required the Engineer to expand the scope of work to address the new EPA requirements for drinking water. The impacts of PFAS limits on the utility is to be addressed, but in addition, the Engineer was tasked with identifying potential practical treatment alternatives (for further investigation under a separate evaluation study) as well as describing a conceptual layout for centralized or de-centralized treatment schemes, including cost estimate. This effort is greater than originally described and required involving additional subject matter experts. Discussion of and inclusion of PFAS impacts was noted as necessary in Amendment #1 to the Task Order and the potential for additional time and increased cost was noted. To account for the additional effort, the task order amount is increased by incremental amounts applied to Task 3 and Task 5.

In addition, duplication of effort was needed to update the water model following receipt of multiple future development information updates. Furthermore, greater effort than anticipated was necessary to update model piping to match the GIS piping due to incomplete GIS data and to overcome problems with the GIS data.

d. Task 4 – Wastewater System Update. PFAS has been observed in sludge from GWA's WWTPs where PFAS is present in the water supply. The presence of PFAS in waste sludge renders the sludge unsuitable for land application and re-use of the sludge per EPA regulations. Therefore, the possible alternatives available for sludge disposal described in the 2018 Master Plan had to be re-evaluated to determine if they were still viable alternatives given the PFAS content in the sludge. Additional effort to address PFAS in sludge and any change in sludge disposal resulted in greater cost to the project.

e. Task 5 – Report Update. Beyond what was estimated in the original Task Order, the additional work will be required to update the report with the additional content from the expanded scope. Accordingly, more effort to prepare, review, and edit the report will be required. The anticipated amount of additional effort to update the report is shown in the cost summary under Task 5.

f. Task 6 (optional) – Consent Decree Impacts on the WRMPU. The Scope of Work of the original Task Order includes an optional task – Task 6–Consent Decree Impacts on WRMPU. Task 6 is to incorporate a section in the Water Resources Master Plan Interim Update to address the impact a new Consent Decree (presently nearing completion of its negotiation) will have on the recommended projects, priority and schedule, and other requirements in the Consent Decree. At this time, GWA is comfortable exercising optional Task 6 because while the Consent Decree has not been executed, its provisions in terms of project mandates are sufficiently established to ascertain its impact on the recommended projects, priority, and schedule. A Technical Memorandum will contain the discussion regarding the Consent Decree and its impact on the WRMPU.

This Amendment No.2 to Task Order No.8 proposes activating Task #6 and authorizing expenditure of the amount for Task #6 in the amount of \$22,425 as delineated for this task in the original Task Order. Furthermore, activating Task #6 makes it necessary to add time to allow the revisions to address the Consent Decree impacts on the recommended projects. In addition, cost estimates for the consent decree projects are to be included which requires additional effort by the Engineer. The additional cost is captured in related Tasks 2, 4, and 5 in the cost summary below.

g. Amendment No.1 to Task Order No.8 provided for an extension of the completion date to March 31, 2023 due to delays in completion of the sewer system model update under Task Order No.7 resulting from reduced rainfall for calibration purposes. Given the addition of Task #6 for the Consent Decree impacts, additional time is added to the Task Order completion date.

h. An extension to the Task Order completion date is needed to complete the IMPU for the following reasons, in addition to that explained under paragraph (g) above. Events that have slowed progress on this project are noted below.

- Technical assistance provided to GWA for GIS updates as part of the modeling effort took some time and was on the critical path for the modeling updates.
- There were delays in receipt of data, drawings, and other information requested by BC and required for development of Master Plan sections.
- Information about projects completed following the 2018 WRMPU, and presently on-going, has not been received and is necessary for completion of the update.
- The task of addressing the emerging PFAS issue in water production wells relied on receipt of PFAS-related sampling program details and data, but given the sensitive nature of the matter, information and data had to be properly paced which pushed the schedule back.

The Schedule for Rendering services under this Task Order is modified as follows.

<u>Party</u>	<u>Action</u>	<u>Date per Amendment #1</u>	<u>Revised Date per Amendment #2</u>
Owner	Provide requested information.	December 31, 2022	May 31, 2023
Engineer	Complete Water System model update and calibration.	December 31, 2022	September 30, 2023
Engineer	Complete updates for the General, Water and Wastewater Sections, including the Water System analysis and Water System CIP planning	January 31, 2023	May 31, 2024
Engineer	Furnish [1] electronic (pdf) copy of the final draft Report to Owner.	February 14, 2023	June 30, 2024
Owner	Submit comments regarding final draft Report to Engineer.	March 7, 2023	July 31, 2024
Engineer	Furnish specified copies of the FINAL Report to Owner.	March 31, 2023	August 23, 2024

Description of Service	Original Amount	Additional Amount	Basis of Compensation
1. Basic Services (Section 2.A above)			
a. Task 1 – Task Management	\$26,190	\$26,315	Lump Sum
b. Task 2 – Overview and Fundamentals Update	\$45,370	\$41,570	Lump Sum
c. Task 3 – Water System Update	\$126,454	\$48,922	Lump Sum
d. Task 4 – Wastewater System Update	\$44,370	\$19,305	Lump Sum
e. Task 5 – Report Update	\$37,146	\$16,204	Lump Sum
f. Task 6 – Consent Decree Impacts on WRMPU	\$21,304	-	Lump Sum
g. Expenses	\$11,665	-	Lump Sum
h. GRT	\$16,447	\$7,616	Lump Sum
TOTAL COMPENSATION (lines 1.a-h)	\$328,946	\$152,317	

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$328,946
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$152,317
d.	Adjusted Task Order amount:	\$481,263

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 31, 2023.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: Tom Myers

Title: Vice President

Date 5/14/24
Signed: _____

GWA Legal:

By: _____

Title: _____

Date
Signed: _____

GWA Finance:

By: _____

Title: _____

Date
Signed: _____

Exhibit C

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment to Owner-Engineer Agreement No. 6

1. Background Data:

- a. Effective Date of Task Order: June 17, 2019
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project: Indefinite Delivery/Indefinite Quantity (IDIQ) for Professional Project/Construction Management Services GWA Project No. M19-003-BND

2. Nature of Amendment

During the contract, GWA identified needs for services under this contract that have totaled \$2,765,567 through nine Task Orders (nos.1-9) and subsequent respective change orders. By Resolution 12-FY2022, the CCU authorized increasing the Owner-Engineer Agreement to \$2,563,250 as covered in Amendment No. 5 to the Owner-Engineer Agreement.

As shown in Section 3 below, the total current amount of all Task Orders, and subsequent change orders, is \$2,550,355. Additional funding in the amount of \$202,317 is needed to authorize Task Order No.9 for Hydraulic Modeling Support (\$50,000) and Change Order No.2 to Task Order No.8 for additional work needed for the Interim Water Resources Master Plan Update (\$152,317). With the addition of this amount, this Amendment No.6 to the IDIQ Owner-Engineer Agreement contract increases the funding in the amount of \$202,317 for the work outlined in Task Order No.9 and in Task Order No.8 Change Order No.2. The total contract amount is, therefore, \$2,765,567 through this Amendment No. 6 to the IDIQ.

3. Task Order Summary (Reference only)

During the execution of this IDIQ contract, GWA has approved the following Task Orders (and Change Orders to the Task Orders as noted) for the work described below.

- 1. Task Order No.1 – Consulting Engineer’s Report
 - a. Change Order No.1 – Clarification relative to the Municipal Advisor Disclosure
 - b. Change Order No.2 – Increase in scope for additional draft reports, updating financial projections, and evaluation of COVID-19 impacts on the financial projections.
 - c. Change Order No.3 – Increase in scope to address continuing development of changes required to the financial plan to adequately address the COVID-19 impacts, additional financial analysis and report modifications.
 - d. Change Order No.4 – Increase in scope to add task for assistance with and attendance at the individual investor meetings.

2. Task Order No.2 – Project/Contract Management for Rt.4 Sewer Rehabilitation
 - a. Change Order No.1 – Extension of performance time and associated increase in total fee due to construction period extensions.
 - b. Change Order No.2 – Time extension to coincide with construction schedule.
3. Task Order No.3 – Project/Contract Management for Rt.1 Sewer Rehabilitation
 - a. Change Order No.1 – Extension of performance time and associated increase in total fee due to construction period extensions; plus increasing the scope to provide PM/CM for construction of the Adelup to Hagatna section.
 - b. Change Order No. 2 – Extension of performance time and associated increase in total fee due to Phase 2 construction.
 - c. Change Order No.3 – Time extension to coincide with construction schedule.
 - d. Change Order No.4 – Time extension to coincide with construction schedule.
4. Task Order No.4 – Project/Construction Management for SSES phase 2 Hyundai Subdivision Lift Station
 - a. Change Order No.1 - Extension of performance time and associated increase in total fee due to construction delays; plus adding archaeological services to the scope of work.
 - b. Change Order No. 2 – Extension of performance time (no-cost change order).
 - c. Change Order No. 3 – Extension of performance time (no-cost change order).
 - d. Change Order No. 4 – Extension of performance time and associated increase in total fee due to construction delays.
 - e. Change Order No. 5 – Extension of performance time and associated increase in total fee due to generator installation delays.
 - f. Change Order No. 6 – Extension of performance time (no-cost change order).
 - g. Change Order No. 7 – Extension of performance time (no-cost change order).
 - h. Change Order No. 8 – Extension of performance time (no-cost change order).
5. Task Order No.5 - Cost of Service Study (PUC Stipulation)
 - a. Change Order No. 1 – Reallocation of funding and additions to scope of work (no-cost change order)
 - b. Change Order No. 2 – Final reconciliation change order to reflect actual work and effort performed (deductive change order)
6. Task Order No.6 – Water Meter Technical Assistance
7. Task Order No.7 – Consent Decree and Hydraulic Modeling Assistance
 - a. Change Order No.1 – Time extension required to extend rainfall data collection for model calibration.
 - b. Change Order No.2 - Time extension to allow completion of the model and analysis for inclusion in the Interim Master Plan Update (Task Order #8).
 - c. Change Order No.3 – Amends the budget to shift funding from reduced scope items to the Capacity Evaluation Report.
8. Task Order No. 8 – Water Resources Master Plan Interim Update
 - a. Change Order No.1 – Time extension to complete the Interim Master Plan Update following extended duration of analysis performed under Task Order No.7 and additional time to update the Master Plan for emerging contaminants.

Summary of Costs

Task Order No.1	\$188,490		Task Order No.5	\$318,343
Change Order No.1	\$0		Change Order No.1	\$0
Change Order No.2	\$86,065		Change Order No.2	-\$ 3,000
Change Order No.3	\$13,084		Subtotal	\$315,343
Change Order No.4	\$3,836			
Subtotal	\$291,475			
			Task Order No.6	\$24,226
Task Order No.2	\$148,348			
Change Order No.1	\$48,959		Task Order No.7	\$358,325
Change Order No.2	\$0		Change Order No.1	\$0
Subtotal	\$197,307		Change Order No.2	\$0
			Change Order No.3	\$0
Task Order No.3	\$209,780		Subtotal	\$358,325
Change Order No.1	\$266,270			
Change Order No. 2	\$141,435		Task Order No. 8	\$328,946
Change Order No.3	\$0		Change Order No.1	\$0
Change Order No.4	\$0		Subtotal	\$328,946
Subtotal	\$617,485			
			Total	\$2,550,355
Task Order No.4	\$181,924			
Change Order No.1	\$87,304		Task Order No. 8	
Change Order No.2	\$0		Change Order No.2	\$152,317
Change Order No.3	\$0		Task Order No. 9	\$50,000
Change Order No.4	\$110,002			
Change Order No.5	\$18,018			
Change Order No.6	\$0		Total	\$2,752,672
Change Order No.7	\$0			
Change Order No.8	\$0			
Subtotal	\$397,248			

4. Agreement Summary

IDIQ Contract Amount

a. Original Agreement Amount	\$750,000
b. Net Change for Amendment No. 1:	\$992,860.00
c. Net Change for Amendment No. 2:	\$192,094.00
d. Net Change for Amendment No. 3:	\$361,841.00
e. Net Change for Amendment No. 4:	\$251,437.00
f. Net Change for Amendment No. 5:	<u>\$15,018.00</u>
Total Amount for Original Contract Plus Amendments No. 1-5	\$2,563,250

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Additional Amount by this Amendment No.6 to the	
	IDIQ:
Task Order No.8 Change Order No.2	\$152,317
Task Order No.9	<u>\$50,000</u>
Total Additional Amount	\$202,317
<u>Amended Total Contract Amount</u>	<u>\$2,765,567</u>

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 26, 2024.

OWNER:

ENGINEER:

By: Miguel C. Bordallo, P.E.

By: _____

Title: General Manager

Title: Senior Vice President

Date
Signed: _____

Date
Signed: _____

Certified Funds:

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