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9
10 **BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

11 IN THE MATTER OF:

12 **THE PETITION OF THE GUAM**
13 **WATERWORKS AUTHORITY TO**
14 **APPROVE IDIQ CONTRACT**
15 **AMENDMENTS, WITH DUENAS,**
16 **CAMACHO, AND ASSOCIATES INC. TO**
17 **COMPLETE PHASE 3 TANK**
18 **INSPECTION AND REPAIRS, DISTRICT**
19 **METERING AND PRESSURE ZONE**
20 **REALIGNMENT, DEEP WELLS A-23**
21 **AND A-25 GAC SYSTEM**
22 **INSTALLATION, DEEP WELLS A-02, A-**
23 **12, D-05, AND F-03 REHABILITATION,**
24 **AND WATERLINE REPLACEMENTS.**

25 **GWA DOCKET NO. 22-03**

26 **PETITION FOR PUC REVIEW TO**
27 **APPROVE IDIQ CONTRACT**
28 **AMENDMENTS, WITH DUENAS,**
CAMACHO, AND ASSOCIATES INC.
TO COMPLETE PHASE 3 TANK
INSPECTION AND REPAIRS,
DISTRICT METERING AND
PRESSURE ZONE REALIGNMENT,
DEEP WELLS SYSTEM
INSTALLATION, AND DEEP WELLS
REHABILITATION AND
WATERLINE REPLACEMENTS.

29 **COMES NOW**, the GUAM WATERWORKS AUTHORITY ("GWA"), by and through
30 its counsel of record, THERESA G. ROJAS, ESQ., and hereby files its Petition for PUC Review
31 to approve funding and contract amount increases for the Indefinite Delivery – Indefinite Quantity
32 Professional Project/Construction Management Services Contract to Duenas, Camacho, and
33 Associates, Inc. to permit the execution of five additional task orders.

34 **BACKGROUND**

35 On June 17, 2019, GWA awarded an Indefinite Delivery – Indefinite Quantity ("ID-IQ")
36 contract to Duenas, Camacho, and Associates, Inc. ("DCA") for Project

37
38 GWA Docket 22-03

PUC Review: To Approve IDIQ Contract Amendments, with Duenas, Camacho, And Associates Inc. to Complete Phase 3
Tank Inspection And Repairs, District Metering And Pressure Zone Realignment, Deep Wells System Installation, And
Deep Wells Rehabilitation And Waterline Replacements.

Management/Construction Management services in the amount of \$750,000.00. *See* contract attached as Exhibit A. Three task orders under DCA's PM/CM initial contract were then issued for (1) Construction Management services for Tank Repairs and Bypass project, (2) Construction Management services for Tai Road/S-13 and Toto-Canada/Blas Street Waterline Replacement project, and (3) Project Management and Construction Management Services for GWA's Ugum Water Treatment Plant Rehabilitation.

GWA then amended the DCA ID-IQ Project Management/Construction Management contract through an Amendment No. 1 and increased funding on the contract by \$96,754.00 to execute a fourth task order for construction management for GWA's Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation project. Actual costs and Amendment No. 1 increased the total contract amount to \$846,164.00 up from \$750,000.00. PUC Approval to increase GWA's authorized funding to DCA's Project Management/Construction Management contract is now needed to enable the execution of additional task orders.

REQUEST FOR APPROVAL

GWA now requests to increase the authorized funding under the DCA ID-IQ Project Management/Construction Management contract by \$2,000,000.00 for a total authorized amount of \$2,846,164.00 to enable the execution of additional multiple task orders. The specific task orders and their individual estimated costs to include a contingency amount are below:

- | |
|---|
| 1. Project Management and Construction Management for Phase 3 Tank Inspection and Repairs: <ul style="list-style-type: none">▪ \$600,000.00 |
| 2. Project Management and Construction Management of District Metered Areas and Pressure Zone Realignment: <ul style="list-style-type: none">▪ \$200,000.00 |
| 3. Construction Management of Deep Wells A-23 and A-25 GAC System Installation: <ul style="list-style-type: none">▪ \$200,000.00 |

- | | |
|---|---|
| 1 | 4. Construction Management for Groundwater Wells A-02, A-12, D-05, and F-03 Rehabilitation: |
| 2 | ▪ \$650,000.00 |
| 3 | 5. Construction Management for Waterline Replacement Construction: |
| 4 | ▪ \$200,000.00 |
| 5 | 6. Contingency: |
| 6 | ▪ \$150,000.00 |

7 Funding approval for additional task orders will improve the water system by addressing
8 GWA projects to improve water supply, reduce water loss, realign pressure zones, repair and
9 maintain water storage reservoirs, and install new waterlines. These improvements are in line
10 with GWA's CCU-approved 5-year Capital Improvement Program and will address GWA's 2011
11 Court Order, upcoming EPA compliance requirements, and other regulatory priorities. The source
12 of funding for additional task orders is GWA bond funds applicable to the project and other
13 funding sources. PUC approval is now required since the amount of the contract funded by non-
14 USEPA grant funds will exceed the PUC protocol limit of \$1,000,000.00.

15
16 GWA hereby petitions the PUC, pursuant to the Contract Review Protocol for the Guam
17 Waterworks Authority, to review and approve the additional funding to GWA's ID-IQ Project
18 Management/Construction Management contract with DCA. In support of the instant Petition, the
19 Guam Consolidated Commission on Utilities has approved the additional funding for the task
20 orders listed above for the additional amount of \$2,000,000.00 for a total contract amount of
21 \$2,846,164.00 by GWA Resolution No. 04-FY2022. Said resolution and its supporting exhibits
22 providing sufficient detail on project scope, timelines for action, are attached herein as Exhibit B,
23 and are incorporated by reference herein as if fully set forth.

24 CONCLUSION

25
26 Based on the foregoing, GWA requests the PUC approve the amended and increased
27 funding amount of \$2,000,000.00 for the DCA ID-IQ Project Management/Construction
28

1 Management contract totaling \$2,846,164.00 to complete the additional task orders as outlined
2 above and within the attached as it is reasonable, prudent, and necessary.

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4 **RESPECTFULLY SUBMITTED** this 18th day of November, 2021.

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7 By: 

8 **THERESA G. ROJAS**
9 GWA Legal Counsel
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RECEIVED

2019 JUN 17 PM 2:04

G.W.A.
FINANCE DIVISION
Returned from GM's

Project:

PROJECT OVERVIEW
(MANAGEMENT SERVICES)

RECEIVED

2019 JUN 12 AM 11:53

G.W.A.
FINANCE DIVISION

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

Project Number: M19-003-BND

RFP Number: RFP-04-ENG-2019

Consultant: Duenas, Camacho & Associates, Inc.

Contract Amount: \$750,000.00

Contingency: \$ -

Amount Certified: \$250,000.00
*All funds will be certified and allocated to appropriate CIP projects
Upon issuance of Task Order (contract Exhibit A)*

Funding Source: Internally Funded CIP

Letter to Selected A-E: May 13, 2019

CCU Resolution: n/a

Request to Award: June 5, 2019

USEPA Approval: n/a

PUC Approval: n/a

Note:

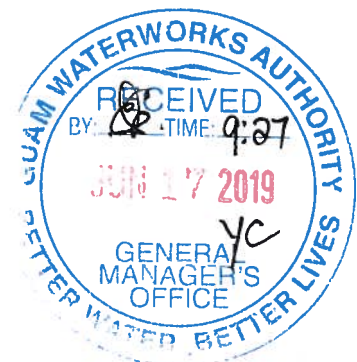
*Other documents pertaining to this project is available at Engineering folder Z:\Project Information\CIP
Projects - Other\ID-IQ PM-CM\Procurement.*

Prepared by:


GLORIA P. BENSAN

6-12-19

Date



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 17, 2019 ("Effective Date") between
Guam Waterworks Authority ("Owner") and
Duenas, Camacho & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
GWA Project No. M19-003-BND

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
To provide Indefinite Delivery/Indefinite Quantity (ID/IQ) professional project/construction management and utility consulting services for various types of water and wastewater utility projects and utility management activities as well as consulting engineering services in support of municipal planning, utility management analysis and regulatory compliance but not limited to the services indicated in the scope of work.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the maximum rate of interest permitted by law from said forty-fifth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. *After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.*
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

~~5.02 — Designing to Construction Cost Limit~~

- ~~A. — If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.02 *Opinions of Total Project Costs*

- B. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled ~~or reduced in limits by endorsement~~, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, *claims arising out of this Agreement* or money that is due or may become due) in this Agreement without the written consent of the other

party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), ~~including the loss of use resulting therefrom~~, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. *One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.*
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or

standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Incorporated Guam Procurement Law Clauses.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, DELETED.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.


8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;


2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Guam Waterworks Authority**

By: 
Print name: MIGUEL C. BORDALLO, P.E.
Title: General Manager
Date Signed: 6-17-19

Engineer: **Duenas, Camacho & Associates, Inc.**

By: 
Print name: JOHN P. DUENAS, P.E.
Title: President
Date Signed: 06/10/2019

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


COA No. 252

State of: Territory of Guam


Address for Owner's receipt of notices:
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Address for Engineer's receipt of notices:
238 E. Marine Corps Drive
Suite 201 Diamond Plaza
Hagatna, Guam 96910

Certified Funds Available:

By: 
GILDA M. MAFNAS
GWA Acting Chief Financial Officer
Date Signed: 06/14/19

Approved as to Form:

By: 
KELLY O. CLARK
GWA General Counsel
Date Signed: 6/14/19

Contract Amount: \$750,000.00

Contingency: \$-0-

Amount Certified: \$250,000.00

Source of Funding: Internally Funded CIP

- * All funds will be certified and allocated to appropriate CIP projects upon issuance of Task Order (Contract Exhibit A)

This is **EXHIBIT A**, consisting of ____ pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below in the Scope of Work.

Exhibit A – Engineer's Services

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Page 1

EXHIBIT A-21

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, *including but not limited to the review of Contract Documents supplied by Engineer.*
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Design Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Design Services set forth in Exhibit A as follows:

1. A Lump Sum amount of \$ _____ based on the following estimated distribution of compensation:

See attached Design Fee Proposal, _____.

Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

2. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
4. The basis of any adjustment under this Article may include at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR § 5107 Fiscal Responsibility.

A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding ____ months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Post-Design Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Post-Design Services set forth in Exhibit A as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Standard Hourly Rates are attached to this Exhibit as _____ Project Team Hourly Rates.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$_____ based on the following estimated distribution of compensation:
 - a. See attached Revised Design Fee Proposal, _____.
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
 7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses.

- B. Reimbursable Expenses include the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Estimated Compensation Amounts:*

- 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is EXHIBIT D has been deleted.

Exhibit D – Incorporated Guam Procurement Law Clauses.

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Page 1

EXHIBIT A-28

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
GWA Project No. M19-003-BND

OWNER: Guam Waterworks Authority

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

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Page 1

EXHIBIT A-29

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

EXHIBIT F has been DELETED.

Exhibit F – Construction Cost Limit.

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Page 1

EXHIBIT A-31

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability: | |
| Bodily Injury, each accident: | \$100,000 |
| Bodily injury by disease, each employee: | \$100,000 |
| Bodily injury/disease, aggregate: | \$200,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability | |
| Per Occurrence: | \$2,000,000 |
| General Aggregate: | \$4,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$ 500,000 |
| f. Professional Liability : | |
| Each Claim Made | \$2,000,000 |
| Annual Aggregate | \$4,000,000 |

To maintain, and cause to maintain throughout the life of the contract and up until the project is completely constructed, insurance for the Engineer and the named subs-consultants, in the amounts and types specified below which name Guam Waterworks Authority as an additional insured for the project in a separate endorsement:

Exhibit G – Insurance.

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Page 1

EXHIBIT A-32

- 1.
- 2.
- 3.

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.B.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Mediation, Decision and Action

- A. *All claims or controversies subject to final resolution under this Article will be submitted to mediation in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to mediate is authorized under 5 GCA §5427 (b) and 2 GAR §9103 (a)(1). The parties shall each pay one-half of the mediation expenses.*
- B. *In the event the matter or controversy is not resolved through mediation, the GWA General Manager shall, after written request by the Engineer for a final decision, issue a written decision within 30 days. A copy of the decision shall be immediately transmitted to the Engineer by a method that provides evidence of receipt.*
- C. *Any such decision shall be final and conclusive unless the Engineer files an appeal with the Guam Office of Public Accountability ("OPA") after receipt of the decision. In the event the dispute is not resolved by the OPA, the Engineer may seek redress through the Guam Government Claims Act and/or the Guam Superior Court.*

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. ***Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$ _____ or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
 2. ***Exclusion of Special, Incidental, Indirect, and Consequential Damages:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to *loss of profits or revenue*, special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to: *loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital; fines or penalties.*
- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

EXHIBIT J has been DELETED.

Exhibit J - Special Provisions.

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Page 1

EXHIBIT A-36

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 00

The Effective Date of this Amendment is: _____.

Background Data

Owner: Guam Waterworks Authority

Engineer:

Project: Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
GWA Project No. M19-003-BND

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

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

Description of Modifications:

Incorporated Guam Procurement Law Clauses

Article 4.01 of the Agreement is deleted and replaced with:

4.01 Invoices

- A. *Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.*

Article 4.02.B of the Agreement is deleted and replaced with:

- B. Failure to Pay:** *If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:*
- 1. amounts due Engineer will be increased at the maximum rate of interest permitted by law from said thirtieth day; and*
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.*

Article 6.07 of the Agreement is supplemented to include the following agreement of the parties:

- B.** Engineer hereby warrants that it will abide by 5 GCA Section 5630 prohibiting gratuities, kickbacks and favors in relation to the solicitation and execution of this Contract.
- C.** Engineer hereby warrants that it has not retained any person or entity to solicit or secure this Contract, or paid a contingent fee, commission or brokerage fee as proscribed in 5 GCA Section 5631(a).
- D.** Engineer hereby warrants that it has not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 and in Chapter 11 of the Guam Procurement Regulations.
- E.** Engineer hereby warrants that no person, providing services on behalf of the Engineer has been convicted of a sex offense under the provisions of Chapter of Title 9 GCA or any offense as defined in Article 2 of Chapter 28, Title 9 GCA; and should any person providing services on behalf of the Engineer be convicted during the course of this Contract, such person shall be immediately removed from GWA projects and GWA will be informed of the conviction within twenty-four (24) hours.

Article 6.11.A of the Agreement is deleted and replaced with:

- A. Indemnification by Engineer:** *To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."***

Article 6.11.F of the Agreement is deleted and replaced with:

F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages (including loss of use of tangible property) arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Exhibit G, Section G6.05.A.1.d (Excess or Umbrella Liability) of the Agreement is deleted.

Exhibit G, Section G6.05.A.1.f is deleted and replaced with:

f. Professional Liability:

<i>Each Claim Made</i>	<i>\$2,000,000</i>
<i>Annual Aggregate</i>	<i>\$2,000,000</i>

Exhibit G, Section G6.0.5.A: The last paragraph is deleted.

Exhibit H, Section H6.08. is deleted and replaced with:

B. In the event the matter or controversy is not resolved through mediation, then either party may pursue its respective legal remedies at law or in equity.

Exhibit H, Section H6.08.C is deleted.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER: _____

ENGINEER:  _____

Exhibit K – Amendment to Owner-Engineer Agreement.

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Page 3

EXHIBIT A-39

Guam Waterworks Authority

By: _____
Print
name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

III. SCOPE OF WORK

INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) FOR PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT

GWA has selected [consultant] to provide Indefinite Delivery - Indefinite Quantity (ID/IQ) Professional Project/Construction Management and Utility Consulting services for various types of water and wastewater utility projects, and utility management activities. Assigned personnel from [consultant] shall have experience in the management of preparation of design, plans, specifications, cost estimates, and contract documents for water and wastewater capital projects, as well as consulting engineering services in support of municipal financing, utility management analysis and regulatory compliance. Assigned personnel from [consultant] shall have experience in the management of construction activities related to water and wastewater projects.

The specific scope of work for this IDIQ Professional Services contract for Professional Project/Construction Management and Utility Consulting services shall be described in detail in Task Orders issued by GWA throughout the term of the contract. Each Task Order shall describe the specific work to be done, the schedule for completing the work, and the fee to perform the work.

Engineering services may include but not limited to the following:

1. CIP/Engineering project management.
2. Survey services necessary for required scope of work.
3. Federally and State-mandated reports required for NPDES, general construction permit.
4. Providing construction management services including but not limited to submittal review, clarification and technical assistance related to contract plans and specifications, field engineering due to changes in conditions during construction, construction inspection, review of partial payment requests.
5. Providing consulting engineer reporting services necessary for GWA to be able to seek financing in the bond market to continue the capital improvements projects (CIP) identified in the 2018 Water Resources Master Plan Update.

The contract will provide for the issuance of Task Orders (TO) requiring a variety of Project/Construction Management services as needed and determined by GWA. Each TO will be negotiated with the selected A/E firm. The contract as noted is an Indefinite Delivery Indefinite Quantity (ID/IQ) type contract and GWA does not guarantee any number of TO to be issued. GWA also does not guarantee a minimum or maximum dollar value of TOs placed with any firm.

Task Order Scopes of Project/Construction Management:

1. Project Management - Services to be provided by the Consultant:

- a. **Project Meetings** – Each TO shall typically require several meetings during the progress of the work under the TO. Often there will be as part of project management design meeting to discuss the overall plan, requirements, constraints, expectations, outcomes, design features, and other project specific elements for discussion between GWA and the consultant to coordinate work under each TO. The goal of the design meeting is to ensure that all concerns by GWA and the consultant are addressed during the design stage.
- b. **Project Management** – For each TO, the consultant shall develop a work plan and schedule for the scope of work to be accomplished within the agreed performance time of the TOs. The schedule shall include reasonable time periods for any review by GWA or other government agency (such as DPW, GEPA, etc.).
- c. **Data Collection** – The consultant shall collect, from GWA and other sources, data required to design facilities outlined in each TO. The consultant shall review all pertinent data to be used in the design. Typically, site-visits will be required to completely comprehend the scope of work, the design needs, and the data collection. The consultant shall identify any constraining factors that affect design and construction. The consultant shall coordinate and meet with GWA to review available "as-builts" of existing water, sewer and other utilities and also determine the types of materials preferred for use in construction.
- d. **Design Management** – For each TO, the consultant shall manage the basis of design documentation for submission to GWA for approval at the beginning of the design work. The consultant shall ensure the basis of design establishes the design criteria, define preliminary routing of the proposed pipelines, location of control valves, pumping stations, identify right-of-way limits, list questions needing answers for the design, and list decision items. Following approval of the basis of design, the consultant shall proceed with design for the complete scope of work as outlined in each TO and prepare all engineering and hydraulic

calculations, perform all field work, prepare construction plans, specifications, and estimate the cost of construction (Class 2 AACE) . Submittals shall occur at 50% and 90% completion stages, allowing GWA two weeks for review and comment. A meeting shall be held to discuss the completed work and GWA comments at both the 50% and 90% stages. Each submittal shall be in two (2) sets. Specifications shall be prepared in CSI format. Construction plans and all other details shall be 24"x36" plots using GWA's title block. Plans and profiles shall be prepared using 1"=40' horizontal and 1"=5' vertical scale. All construction drawings shall be prepared using AutoCAD. Final design shall include three (3) sets of plans and contract provisions, two CDs containing WORD format contract provisions and EXCEL format cost estimate, AutoCAD (version 2014) drawings, and .PDF copy of the full contract provisions and drawings.

- e. **Geotechnical Studies** - When required by TO, the consultant shall conduct explorations for geotechnical investigation to determine subsurface conditions, soil properties, and groundwater levels as required for excavation information, foundation parameters, and related engineering information or anticipated construction conditions. A geotechnical report shall be prepared and submitted to GWA to include maps, boring records, soil type, allowable soil bearing capacity, pipe backfill suitability of in-situ soils, presence of groundwater water encountered, and all other pertinent information required to complete the scope of work.
- f. **Field Surveys** – When required by TO, the consultant shall conduct surveying for the purposes of a topographic survey, right-of-way, and developing design and construction drawings for the proposed facilities as described in each TO scope of work. The survey must indicate easements, property lines, existing utilities, existing water meters, edges of pavement, driveways, existing buildings, structures, trees, and fences within the vicinity of the project.

2. CONSTRUCTION MANAGEMENT - Services to be provided by the Consultant:

- a. **Pre-Construction** – the following elements of construction activity are required during the pre-construction stage of construction management. The consultant shall perform these tasks when required in a TO.
 - 1. Attend the pre-construction conference with GWA and Contractor. Record notes of discussion, questions, answers, decisions, and other relevant items.

2. Review Contractor's schedule for sequencing, meeting the performance deadline, etc. Provide recommendation for approval to GWA.
3. Review contract material and design submittals for conformance with the specifications. Ensure all submittals are provided by the contractor. Recommend approval or rejection (and why) of each submittal item.
4. Review contractor's safety and traffic control plans. Recommend approval or rejection to GWA.
5. Review the Storm Water Pollution Prevention Plan for suitability and Recommend approval or rejection to GWA.
6. Review all permits required for construction to proceed. Recommend approval or rejection to GWA.

b. Construction - the following elements of construction activity are required during the construction stage of construction management. The consultant shall perform these tasks when required in a TO.

1. Monitor daily construction activities in compliance with the technical provisions of the contract and drawings, and applicable codes and regulations. Make daily site inspections during the course of the project to monitor construction related activities.
2. Maintain a log book throughout the construction period. The log book shall contain daily entries of notable activities consistent with project schedule.
3. Maintain a contract file containing sections discussed and outline during preconstruction meeting.
4. Prepare general correspondence as requested by GWA.
5. Conduct Davis-Bacon interviews as requested by GWA, when applicable.
6. Review progress payment requests for accuracy and proper reflection of actual work performed and make recommendations to GWA regarding appropriateness and approval.
7. Review contractor submitted payroll records for each payment request according to contract requirements.
8. Issue directives dealing with quality of workmanship, non-compliance, and performance.
9. Prepare for GWA approval, field orders to change specific scope of work requirements (no change in cost or performance time).
10. Schedule and coordinate all inspection, surveys and material testing.
11. Review updated contractor's progress schedule and recommend approval or rejection to GWA.

12. Verify contractor's material supply list with regard to delivery timetable, progress schedule, and justification for payment.
13. Analyze and participate in negotiating claims and contract change requests; recommend action deemed appropriate.
14. Prepare for GWA approval, change orders to modify the terms of the contract (change in cost, performance time, or technical provisions).
15. Provide weekly construction reports in a format agreed upon during the pre-construction meeting, pictures of construction highlighting deficient work, safety violations, examples of acceptable work, and other critical items.
16. Maintain a 24"X36" set of As-Built drawings recording all installed facilities, deviations from the original plans, details of installation, encountered subsurface features and utilities, and critical dimensions.
17. Conduct monthly project meetings with the contractor and GWA to discuss work progress and any concerns relating to the construction.
18. Witness field tests performed by the construction contractor or his representative for compliance with the contract drawings and specifications.
19. Inspect construction, installation, and assemblage of work agreed to with GWA. Verify conformance to the contract provisions and check for acceptable workmanship. Report acceptable and unacceptable work to GWA.

c. Post Construction – the following elements of construction activity are required during the post-construction stage of construction management. The consultant shall perform these tasks when required in a TO.

1. Participate in a pre-final inspection and prepare a list of incomplete work to be completed before substantial completion.
2. Determine the date of substantial completion according to the contract terms.
3. Participate in a final inspection and prepare a punch list of deficiencies to be completed before final acceptance and final payment.
4. Perform or observe all operational testing for proper operation, functionality, and performance. Accumulate all performance test data and submit to GWA.
5. Verify all debris removal and clean-up is done.
6. Verify final quantities installed and note differences from the estimated contract amount.

7. Accumulate and provide to GWA all records, documents, submittals, log books, files, test results, etc.
8. Review contract required warranties, O&M manuals, etc. and verify full compliance by the contractor.
9. Provide a final review of construction contractor's as-built drawings and transmit the as-built drawings to GWA.

3. Utility Consulting Engineering Services

GWA has need for occasional utility consulting engineering services in connection with the management of the utility's capital improvements, regulatory compliance and financing activities. GWA intends to go to the municipal bond market to seek additional financing to continue its CIP and to do so requires an independent engineering consultant who can review GWA's 5-year CIP as well as provide an analysis of our financial capacity for the purposes of generating an independent Consulting Engineers Report (CER). The CER will be included in the Official Statement of the Revenue Bond documents. General task requirements for the consulting engineering includes but not limited to:

- a. Management of scope, schedule, budget, QA/QC, documentation
- b. Regular progress meetings/conference call with GWA personnel
- c. Review all available reports, plans, permits, agreements, budgets, etc.
- d. Development of CER which will include but not limited to:
 - i. Summary description of water and wastewater systems that evaluates current and future conditions
 - ii. Summary of GWA 5-year CIP that evaluates if the plan is adequate and aligns with the master plan.
 - iii. Preparation of financial projects as it relates to GWA's CIP and operation through the 5-year period.
- e. Provide support to GWA during Rating Agency Presentations

This Scope of Work was approved by Miguel C. Bordallo, P.E., GWA General Manager and Thomas F. Cruz, P.E., GWA Chief Engineer.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

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

1. Background Data

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

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are: *[Detailed scope of work to be defined here]*
- B. Resident Project Representative (RPR) Services
- C. Other Services

Engineer shall also provide the following services:

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

3. Additional Services

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

☐ as follows:

4. Owner's Responsibilities

Task Order Form

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Page 1

EXHIBIT A-47

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or

Task Order Form

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	bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

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

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

*Based on a [] -month continuous construction period.

Task Order Form

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

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

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

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

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

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

The Effective Date of this Task Order is [] .

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Task Order Form

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Page 4

EXHIBIT A-50

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Task Order Form

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Page 5

EXHIBIT A-51

Exhibit J—Special Provisions

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Page 1

EXHIBIT A-53

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

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$[]
b.	Net change for prior amendments:	\$[]
c.	This amendment amount:	\$[]
d.	Adjusted Task Order amount:	\$[]

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 _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Exhibit K – Amendment to Task Order

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Page 2

EXHIBIT A-55



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

GWA RESOLUTION NO. 04-FY2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 Certified by:

19 
20 _____
21 **JOSEPH T. DUENAS**
22 Chairperson

Attested by:

23 
24 _____
25 **MICHAEL T. LIMTIACO**
26 Secretary

27 //
28

29 //
30

31 //
32

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

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

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

13 AYES: 3

14 NAYS: 0

15 ABSENT: 2

16 ABSTAIN: 0



TASK ORDER FORM

<p>This is Task Order No. 1, consisting of 6 pages.</p>

Task Order

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

1. Background Data

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

2. Services of Engineer

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

SCOPE OF WORK:

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

CONSTRUCTION PHASE**Task 1: Administrative Services**

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

Task Order Form

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

Task 1.1: Review and Processing of Payment Estimates

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

Task 1.2: Processing of Contract Changes

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

Task 1.3: Claims and Disputes

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

Task 1.4: Engineering Support

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

Task 1.5: Material or Equipment Substitutions

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

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Page 2

Task 1.6: Construction Schedule Review

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

CONSTRUCTION INSPECTION, QUALITY CONTROL & CLOSE-OUT SERVICES

Task 2: Construction Inspection

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

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

d. Close Out

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

B. Other Services

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

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

3. Additional Services

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

☐ N/A

4. Owner's Responsibilities

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

5. Task Order Schedule

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

Not Applicable, services based on 300 calendar day construction Period

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

6. Payments to Engineer

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

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Page 4

EXHIBIT B-08

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

*Based on a 10 -month continuous construction period.

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

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

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

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: None

10. Other Documents Incorporated by Reference: None

Task Order Form

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Page 5

EXHIBIT B-09

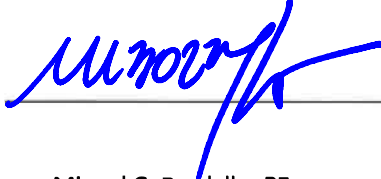
11. Terms and Conditions

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

The Effective Date of this Task Order is 3-3-2021.

OWNER:

By:



Print Name: Miguel C. Bordallo, PE

Title: General Manager

ENGINEER:

By:



Print Name: Kenneth M. Rekdahl, PE

Title: Vice-President

Engineer License or Firm's

Certificate No. (if required):

State of:

252

Guam

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

CERTIFICATION OF FUNDS:

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

 3/3/2021

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



Task Order Form

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Page 6

EXHIBIT B-10

PROJECT OVERVIEW

(TASK ORDER NO. 2 – PM/CM SERVICES)

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

Project Number: M19-001-BND

Consultant: Dueñas, Camacho & Associates, Inc.

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

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

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

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

Prepared by:

Gloria P.
Bensan

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

GLORIA P. BENSAN

TASK ORDER

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

Task Order

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

1. Background Data

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

2. Services of Engineer

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

1. PRE-CONSTRUCTION PHASE

Construction Management Plan

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

2. CONSTRUCTION PHASE

2.1. Administrative Services

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

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

2.2. Review and Processing of Payment Estimates

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

2.3. Processing of Contract Changes:

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

2.4. Claims and Disputes

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

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

2.5. Engineering Support

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

2.6. Material or Equipment Substitutions

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

2.7. Construction Schedule Review

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

2.8. As-Built /Record Drawings

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

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

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

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

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

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

c. **SURVEY CONTROL**

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

d. **CLOSE OUT**

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

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

C. **Other Services**

Engineer shall also provide the following services: N/A

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

3. **Additional Services**

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

☐ N/A

4. **Owner's Responsibilities**

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

5. **Task Order Schedule**

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

6. Payments to Engineer

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

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

*Based on a 13 -month continuous construction period.

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

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

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

8. Other Modifications to Agreement and Exhibits: None

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

9. Attachments: Negotiated Fee Proposal

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

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

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

OWNER: Guam Waterworks Authority

By: 

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

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: 

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

Title: Vice President

Engineer License or Firm's

Certificate No. (if required):

No. 252

State of:

Territory of Guam

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gloria P. Bensen

Title: Project Manager

Address: Gloria B. Nelson Public Service Bldg.

688 Route 15

Mangilao, Guam 96913

E-Mail Address: gpbensen@guamwaterworks.org

Phone: 671-300-6042

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail

Address:

Phone:

CERTIFIED FUNDS AVAILABLE:

By: 

Print Name: TALING M. TAITANO, CPA, CGFM

Title: GWA Chief Financial Officer 

Task Order Amount: \$189,729.00

Funding Source: 2020 Bond PW 09-03



TASK ORDER

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

Task Order

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

I. BACKGROUND DATA

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

II. SERVICES OF ENGINEER

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

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

A. PROJECT MANAGEMENT

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

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

B. PROCUREMENT SUPPORT

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

C. ASSESSMENTS

1. Preliminary Assessment

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

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

2. Procurement Support

- a. Develop Procurement Report.

The Procurement Report at the minimum shall address the following:

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

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

3. Specific Items of Work

Treatment Plant

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

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

4. Procurement Bid Support Services

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

D. CONSTRUCTION MANAGEMENT

1. Construction Management Plan

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

E. CONSTRUCTION PHASE

1. Administrative Services

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

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

7. Construction Schedule Review

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

8. As-Built /Record Drawings

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

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

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

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

1. Additional Services

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

☐ N/A

2. Owner's Responsibilities

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

3. Task Order Schedule

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

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

	deliverables to Owner.	Study and Report Phase deliverables.
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I. Payments to Engineer

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

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

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

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

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

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

K. Other Modifications to Agreement and Exhibits: None

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

L. Attachments: Negotiated Fee Proposal

M. Other Documents Incorporated by Reference:

N. Terms and Conditions

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

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

OWNER: Guam Waterworks Authority

By: 

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

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: 

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

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ernesto Villarín

Title: Project Manager

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

E-Mail Address: evillarín@guamwaterworks.org

Phone: 671-300-6063

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

CERTIFIED FUNDS AVAILABLE:

By: 

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

APPROVED AS TO FORM:

By: 

KELLY O. CLARK
GWA General Counsel

Task Order Amount: \$262,604.00

Funding Source: MP-PW-SWTP-03



TASK ORDER

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

Task Order

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

I. BACKGROUND DATA

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

II. SERVICES OF ENGINEER

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

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

A. CONSTRUCTION MANAGEMENT

1. Construction Management Plan

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

E. CONSTRUCTION PHASE

1. Administrative Services

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

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

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

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

1. Additional Services

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

☐ N/A

2. Owner's Responsibilities

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

3.Task Order Schedule

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

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

I. Payments to Engineer

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

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

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

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

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

K. Other Modifications to Agreement and Exhibits: None

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

L. Attachments: Negotiated Fee Proposal

M. Other Documents Incorporated by Reference:

N. Terms and Conditions

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

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

OWNER: Guam Waterworks Authority

By: 

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

Title: General Manager

ENGINEER: Dueñas, Camacho & Associates, Inc.

By: 

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

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gerald Gattoc

Title: Project Manager

Address: Gloria B. Nelson Public Service Bldg.

688 Route 15
Mangilao, Guam 96913

E-Mail Address: ggattoc@guamwaterworks.org

Phone: 671-300-6047

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

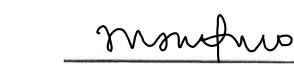
Title: _____


Address: _____

E-Mail
Address: _____

Phone: _____

CERTIFIED FUNDS AVAILABLE:

By:  7/19/2021

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

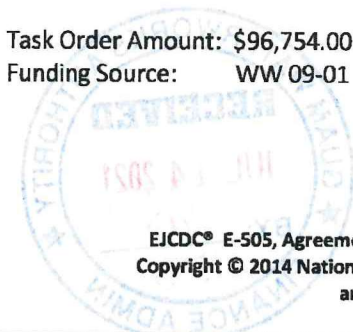
APPROVED AS TO FORM:

By: 

KELLY O. CLARK
GWA General Counsel

Task Order Amount: \$96,754.00

Funding Source: WW 09-01



EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

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

The Effective Date of this Amendment is: _____.

1. Background Data:

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

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

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

3. Description of Modifications:

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

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

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

Agreement Summary:

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

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

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

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

OWNER:

Guam Waterworks Authority

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

Title: General Manager

Date Signed:

ENGINEER:

Duenas, Camacho & Associates, Inc.

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

Title: Chief of Special Projects

Date Signed: Aug 4, 2021

CERTIFIED FUNDS AVAILABLE:

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

APPROVED AS TO FORM:

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