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BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:)	<u>GWA DOCKET NO. 23-12</u>
GUAM WATERWORKS)	PETITION TO APPROVE GWA'S
AUTHORITY'S UGUM SURFACE)	CONSTRUCTION CONTRACT FOR THE
WATER TREATMENT PLANT)	UGUM SURFACE WATER TREATMENT
REHABILITATION)	PLANT REHABILITATION

COMES NOW, the GUAM WATERWORKS AUTHORITY ("GWA"), by and through its counsel of record, THERESA G. ROJAS, ESQ., and hereby files its Petition for Contract Review and Approval for GWA's Ugum Surface Water Treatment Plant Rehabilitation Construction project.

I. BACKGROUND

The Ugum Surface Water Treatment Plant ("Ugum SWTP") is one of GWA's main water resources now in need of major infrastructure improvements and refurbishment. On November 29, 2022, the Guam PUC approved GWA Docket 23-01 authorizing GWA to issue an Invitation for Bid to procure construction services and supplies to rehabilitate the Ugum SWTP. In December 2022, GWA issued IFB-05-ENG-2023 but received no bids for the Ugum Plant's Rehabilitation Construction project. GWA then re-issued a re-bid package on May 2, 2023, as IFB-08-ENG-2023. The re-bid procurement set forth the technical requirements, a proposed contract, and a contract term to complete the base period portion of the construction within 365 days. Twenty-two bidders picked up IFB-08-ENG-2023; however, only two bidders; AIC International and Sumitomo Mitsui Construction Company, submitted bids. Of the two bidders, Sumitomo Mitsui Construction Company was the lowest priced, responsive, and responsible

bidder submitting a base bid of \$9,188,777.00 (Nine Million One Hundred Eighty-Eight Thousand Seven Hundred Seventy-Seven Dollars and 00/100 cents). The next lowest and only other bid from AIC International came in at \$9,241,524.00, separating the two bids by a close \$52,747.00.

II. REQUEST FOR APPROVAL

Pursuant to its Contract Review Protocol, GWA hereby seeks the PUC's approval to contract with Sumitomo Mitsui Construction Company for the rehabilitation and upgrade of GWA's Ugum Plant for an approved amount of \$9,188,777.00. A draft contract for this award is attached as **Exhibit A.**

The \$9,188,777.00 amount is well above GWA's initial project estimates of \$4,626,050.00 (Four Million Six Hundred Twenty-Six Thousand Fifty Dollars) initially reported to the PUC in GWA Docket 23-01 and CCU Resolution 03-FY2023; but considering the first no-bid results, the number of bidders who responded to the re-bid, the close re-bid amounts, and the critical need to immediately refurbish and upgrade existing equipment and systems at the Ugum Water Treatment Plant GWA management secured a combination of both bond and US EPA grants to fund this project.

GWA further requests a ten percent contingency of \$918,877.70 (Nine Hundred Eighteen Thousand Eight Hundred Seventy-Seven Dollars and 70/100 cents) be approved in addition to the awarded amount of \$9,188,777.00 to afford GWA contract approval authority of up to \$10,107,654.70 (Ten Million One Hundred Seven Thousand Six Hundred Fifty-Four Dollars and 70/100 cents) to ensure the project remains funded to be completed timely. The \$10,107,654.70 is derived from the based bid of \$9,188,777.00 plus the requested 10% contingency. A specific breakdown of the fund amounts and the specific sources can be provided in response to any PUC RFI request, as required.

In support of this Petition, the CCU adopted GWA Resolution 41-FY2023, approving the Construction Contract for the Ugum SWTP Rehabilitation, and found GWA's request reasonable


1 and acceptable. GWA Resolution 41-FY2023 and its supporting exhibits are attached as **Exhibit**
2 **B** and are incorporated by reference as if fully set forth herein.

3
4 **III. CONCLUSION**

5 Based on the foregoing, GWA requests the PUC approve its contract with Sumitomo
6 Mitsui Construction Company for an award of \$9,188,777.00, plus a ten percent contingency of
7 \$918,877.70, providing GWA total authorized contract authority of up to \$10,107,654.70 to
8 complete its Ugum Rehabilitation Construction Project, as it is reasonable, prudent, and
9 necessary.
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12 **RESPECTFULLY SUBMITTED** this day of September 18th 2023.

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14 By: _____

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16 **THERESA L. ROJAS**
17 GWA General Counsel
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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

(Note: This is a **SAMPLE** of the Final Agreement; therefore, the Final Agreement may not be in the exact form as provided below.)

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work, for the Project, as specified and indicated in the Contract Documents.

Refer to Article 1 (1.01 & 1.02) in Technical Data document for the Work and Project description(s), which shall be incorporated herein.

ARTICLE 2 – ENGINEER

Refer to Article 2 (2.01, 2.02 & 2.03) Technical Data document, which shall be incorporated herein.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

A. Time is of the essence for all Milestones, if any, Substantial Completion, and completion and readiness deadlines for work and final payment(s) as stated in the Contract Documents.

3.02 Contract Times: Days

Refer to Article 3.02 Technical Data document, which shall be incorporated herein

3.03 Liquidated Damages

Refer to Article 3.03 Technical Data document, which shall be incorporated herein

3.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: \$_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$_____.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month

during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). And

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

6.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 68, inclusive).
 - 6. Supplementary Conditions (pages 1 to 15, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. The Drawings listed on the attached sheet index.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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 bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

Title: General Manager

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CERTIFIED FUNDS AVAILABLE:

APPROVED AS TO FORM:

By: _____

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

By: _____

THERESA G. ROJAS, Esq.
GWA Legal Counsel

Date: _____

Date: _____

Contract Amount: \$ _____

Amount Certified: \$ _____

Funding Source: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

TECHNICAL DATA

ARTICLE 1-WORK

- 1.01 Contractor shall complete all Work for the Project as specified and indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitation or upgrades to the raw water pumps at the river intake, settling basins, membranes, pipe gallery, generator room, backwash, neutralization tank, sludge tank, thickening system, operations and chemical building, and administration building to improve plant capacity, treatment performance, and provide reliable operation of the water treatment plant.

- 1.02 The Project is generally described as follows: UGUM WATER TREATMENT PLANT REHABILITATION (RE-BID)

GWA Project Number: W22-10-BND

Article 2-ENGINEER

- 2.01 The part of the Project that pertains to the Work has been designed by DUENAS CAMACHO AND ASSOCIATES.

- 2.03 The Owner has retained DUENAS CAMACHO AND ASSOCIATES as Construction Manager ("Resident Project Representative") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT TIMES

- 3.02 Contract Times: Days

- A. The Work for UGUM WATER TREATMENT PLANT REHABILITATION (RE-BID) will be substantially completed within 365calendar days from Notice to Proceed issuance as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 425 days after the date when the Contract Times commence to run.
- B. The Work will be substantially completed within the following days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:
- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 [event & date/days] NA
 - 2. Milestone 2 [event & date/days] NA
 - 3. Milestone 3 [event & date/days] NA

- 3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above

and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$2,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$ 2,500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **\$ NA** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.



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. 41-FY2023

**RELATIVE TO APPROVAL OF CONSTRUCTION CONTRACT FOR THE UGUM
SURFACE WATER TREATMENT PLANT REHABILITATION**

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

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

WHEREAS, in October 2022, the CCU approved Resolution 03-FY2023 (see Exhibit A) authorizing GWA to issue a competitive procurement bid for the Ugum Surface Water Treatment Plant (SWTP) Rehabilitation project to solicit proposals from experienced and qualified construction companies to provide the necessary materials and construction services, and approved Four Million Six Hundred Twenty-Six Thousand Fifty Dollars (\$4,626,050.00) of available bond funds to award a contract to the lowest responsive responsible bidder; and

WHEREAS, GWA issued a competitive procurement bid (IFB-05-ENG-2023) for the Ugum SWTP Rehabilitation project but received no bid proposal;

WHEREAS, GWA surveyed the registered bidders to compile their reasons for not submitted a bid, received responses from three (3) registered bidders, revised the bid documents and issued a competitive procurement rebid packaged (IFB-08-ENG-2023) for the Ugum SWTP Rehabilitation project; and

WHEREAS, Invitation for Bid (IFB-08-ENG-2023) rebid packages were picked up by twenty-two (22) interested parties, from which GWA received a total of two (2) bid proposals by the bid proposal deadline (Exhibit B – Abstract of Bids),

1
2 **WHEREAS**, the Project Team analyzed all bid proposals received on July 24, 2023 and
3 determined that Sumitomo Mitsui Construction Company, Ltd, who submitted the lowest Base
4 Bid proposal (Exhibit C – Bid Proposal-Bid Form) of Nine Million One Hundred Eighty-Eight
5 Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$9,188,777.00) as being the
6 lowest responsive and responsible bidder and met all the bid requirements set forth by GWA;
7 and

8
9 **WHEREAS**, taking into consideration the lowest responsive responsible bid exceeded
10 the reserved funding amount, GWA Management determined that reducing the scope to fit the
11 budget and/or rebidding the project for a third time would not accomplish all needed
12 improvements, and would ultimately serve to further delay the much-needed rehabilitation of the
13 treatment plant and would not likely result in lower bids; and

14
15 **WHEREAS**, in addition to the previously CCU-authorized funding of Four Million Six
16 Hundred Twenty-Six Thousand Fifty Dollars (\$4,626,050.00), additional funding in the amount
17 of Five Million Four Hundred Eighty-One Thousand Six Hundred Four Dollars and Seventy
18 Cents (\$5,481,604.70) has been identified and approved for use from unencumbered US EPA
19 grant funds and available bond funding for the project; and

20
21 **WHEREAS**, GWA Management is seeking CCU approval to enter into contract with
22 Sumitomo Mitsui Construction Company, Ltd. for IFB-08-ENG-2023 in the amount of Nine
23 Million One Hundred Eighty-Eight Thousand Seven Hundred Seventy-Seven Dollars and Zero
24 Cents (\$9,188,777.00), along with a 10% contingency of Nine Hundred Eighteen Thousand
25 Eight Hundred Seventy-Seven Dollars and Seventy Cents (\$918,877.70), bringing the total
26 funding amount to Ten Million One Hundred Seven Thousand Six Hundred Fifty-Four Dollars
27 and Seventy Cents (\$10,107,654.70); and

28
29 **WHEREAS**, GWA Management further seeks CCU approval to petition the Public
30 Utilities Commission's approval of the contract given this project meets the Contract review
31 Protocol requirements for the use of bond funds.

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

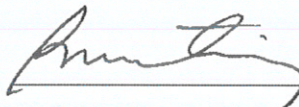
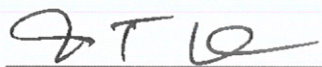
1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU hereby authorizes the management of GWA to accept the bid from Sumitomo Mitsui Construction Company, Ltd. attached hereto as Exhibit B, and which is also incorporated into this Resolution in its entirety.
3. The CCU hereby authorizes the management of GWA to enter into a contract with Sumitomo Mitsui Construction Company, Ltd. in the amount of Nine Million One Hundred Eighty-Eight Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$9,188,777.00).
4. The CCU hereby approves the funding total of Nine Million One Hundred Eighty-Eight Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$9,188,777.00), along with a 10% contingency of Nine Hundred Eighteen Thousand Eight Hundred Seventy-Seven Dollars and Seventy Cents (\$918,877.70), bringing the total funding amount to Ten Million One Hundred Seven Thousand Six Hundred Fifty-Four Dollars and Seventy Cents (\$10,107,654.70).
5. The CCU hereby approves the use of Bond and EPA Grant funds.

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

DULY AND REGULARLY ADOPTED, this 29th day of August 2023.

Certified by:

Attested by:



JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

//

//

SECRETARY'S CERTIFICATE

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

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

AYES:	<u>5</u>
NAYS:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>



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EXHIBIT 'A'

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

GWA RESOLUTION NO. 03-FY2023

RELATIVE TO REQUESTING APPROVAL TO PROCURE CONSTRUCTION SERVICES RELATIVE TO THE UGUM SURFACE WATER TREATMENT PLANT REHABILITATION

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, the Ugum Surface Water Treatment Plant (SWTP) is a critical water source which provides water to much of southern Guam; and

WHEREAS, the Ugum SWTP was originally constructed in 1991; and was retrofitted during the period of 2007 to 2010, and has operated using membrane filtration treatment since March 2011; and

WHEREAS, Duenas Camacho and Associates Inc. has conducted an assessment and prepared a scope of work and cost estimate of the needed capital improvements to the Ugum SWTP and Raw River Intake facility in the amount of Four Million Two Hundred Five Thousand Five Hundred Dollars (\$4,205,500.00), and to include a ten percent (10%) contingency of Four Hundred Twenty Thousand Five Hundred Fifty Dollars (\$420,550.00), the total cost estimate is Four Million Six Hundred Twenty-Six Thousand Fifty Dollars (\$4,626,050.00); and

WHEREAS, the recommended Scope of Work in Exhibit A includes rehabilitation and upgrades to the raw water pumps at the river intake, settling basins, membranes, pipe gallery,

1 generator room, backwash, neutralization tank, sludge tank, thickening system, operations and
2 chemical building, and administration building; and

3
4 **WHEREAS**, the proposed rehabilitation is necessary and urgent to improve plant
5 capacity, treatment performance, and provide reliable operation of the water treatment plant; and
6

7 **WHEREAS**, GWA management seeks CCU approval to issue a competitive
8 procurement bid to solicit proposals from experienced and qualified construction companies to
9 provide the necessary materials and construction services, and to award the contract to the lowest
10 responsive responsible bidder; and
11

12 **WHEREAS**, funding in the amount of Four Million Six Hundred Twenty-Six Thousand
13 Fifty Dollars (\$4,626,050.00) is available through GWA Bonds for construction and capital
14 improvement projects; and
15

16 **WHEREAS**, GWA management further seeks CCU approval to submit a petition to the
17 PUC for approval; and
18

19 **WHEREAS**, the Public Utilities Commission (PUC) contract protocol requires GWA to
20 obtain approval prior to advertising procurement for projects with an anticipated value of One
21 Million Dollars (\$1,000,000.00) or greater; and
22

23 **WHEREAS**, the CCU must approve all petitions that will be submitted to the PUC.
24

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

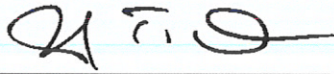
- 27 1. The recitals set forth above hereby constitute the findings of the CCU.
28 2. The CCU finds that rehabilitation of the Ugum Surface Water Treatment Plant
29 is necessary to ensure the efficient operation of the plant and the continued
30 provision of safe drinking water to GWA customers in Southern Guam.

- 1 3. The CCU finds that procurement of materials and construction services for the
2 Ugum SWTP rehabilitation is necessary.
3 4. The CCU hereby authorizes the amount for the construction services of the
4 Ugum SWTP Rehabilitation project of Four Million Six Hundred Twenty-Six
5 Thousand Fifty Dollars (\$4,626,050.00).
6 5. The CCU hereby further authorizes the management of GWA to fund the
7 Ugum SWTP Rehabilitation project from GWA funds applicable to the
8 project and other funding sources as they become available.
9 6. The CCU hereby further authorizes GWA management to submit a petition to
10 the PUC for the procurement of materials and construction services for the
11 rehabilitation of the Ugum SWTP.
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 25th day of October 2022.
17

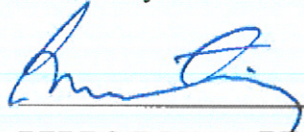
18 Certified by:

19 
20

21 **JOSEPH T. DUENAS**

22 Chairperson

 Attested by:


23

24 **PEDRO ROY MARTINEZ**

25 Secretary
26
27 //
28
29 //
30
31 //

SECRETARY'S CERTIFICATE

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

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

AYES:

4

NAYS:

0

ABSENT:

0

ABSTAIN:

0



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Guam Waterworks Authority
Ugum Water Treatment Plant Rehabilitation

GWA Project No: _____

Assessment and Procurement Report
Removal and Replacement Scope of Work

April 9, 2022

Prepared for:



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam, 96913

Prepared by:



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Attachments:

1. Assessment Photos
2. DuPont Report
3. Equipment List
4. Site Sketches

1. Introduction Statement

Duenas Camacho and Associates (DCA) is contracted with the Guam Waterworks Authority (GWA) to provide program and construction management services. As part this contract, DCA has conducted a site assessment of the Ugum Surface Water Treatment plant (Plant) located in Talofofo, see Figure 1. The assessment was intended to cover the existing condition of the plant with the exception of the: Existing Steel 2.0 million gallon storage tank and the plant control system.

The results of the assessment are presented on this report. These results are to be used as part of a procurement package to repair, replace or upgrade equipment. GWA will issue a notice to bid to contractors for the:

- Demolition and removal works
- Purchase and installation of equipment
- Installation and/or replacement of safety equipment

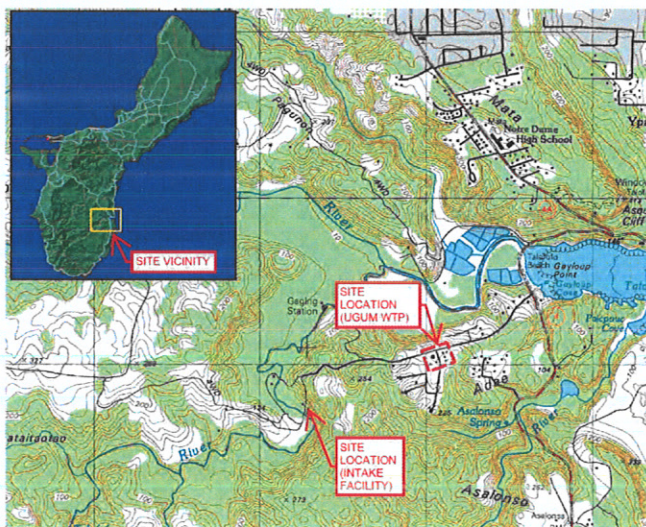


Figure 1: Project Location

2. Assessment Approach

The assessment was conducted in the months of June to August 2021. The project team consisted of process, civil and structural engineers from DCA, Electrical engineers from EMCE, and Mechanical engineer Marvic Acabado. GWA operations staff, Engineers and management assisted in the assessment. The assessment of the plant membranes was conducted by Mr. Charles Heard of DuPont.

Below is a list of the plans and reports provided by GWA and used as part of this assessment:

- 2007 Upgrade Plans Basis of Design
- 1993 As-built Plans
- 2021 Du Pont Assessment Report

The objective of this assessment is to determine existing equipment that can be replaced or repaired in kind. In some cases the replacement will include operation modifications requested by the owner. These modifications are listed in section 3 of this report. This assessment is not intended to address any new parts of the plant that will require design works.

The methodology used for this assessment was:

- Inspect and evaluate all existing equipment
- Take field measurements
- Interview GWA operations and engineering
- Review past plans and record drawings
- Review past assessment reports
- Conduct coordination meetings
- Develop equipment replacement list
- Develop sketches and specifications for replacement works
- Prepare cost estimate
- Provide a listing of future design needs

3. Procurement and Installation Needs

3.1. RIVER/INTAKE FACILITY

- Existing (3) intake pumps are old and outdated. Pumps (P100 and P102) will need to be replaced
 - Existing pumps' seals are leaking
 - Pump and motors #1 and #3 will be replaced in kind
 - No additional electrical power supply will be needed because of a one-to-one replacement
 - See attached photo assessment form for existing information.
- The VFD for pump #1 was removed to address a waste water emergency and was replaced with MCC. Existing MCC will need to be removed and replaced with VFD. Existing VFD screens for pumps #2 and #3 will need to be replaced in kind.
- Existing flowmeter screen is unreadable and will need to be replaced in kind
 - No additional electrical power supply will be needed because of a one-to-one replacement
 - No demolition needed
 - See attached photo assessment form for existing information.

- D. Strainers have been bypassed
- Strainers shall be removed

3.2. FLOCCULATION/SEDIMENTATION TANKS

- A. Furnish and install two (2) manual sluice gates
- Sluice gates will be removed and replaced in kind with manual ones
 - Operators will need to be able to operate the new manual sluice gates
 - Water in tanks will need to be removed to replace the sluice gates
 - No electrical supply will be needed as the sluice gates will be operated manually
 - Inv. El. 224.50' 2. Top El. 236.00' 3. Opening 12" 4. Water El. 233.67' 5. Bott. El. 224.00'
 - Contractor will have to bypass at most two of the four basins at any time. Bypassing of two basins must be limited to one sedimentation basin and one backwash clarifying basin. Existing sluice gates do not hold tight so temporary plugs will have to be placed within the drain line.
 - See attached documents for existing pictures and specification
- B. Furnish and install eight (8) sluice gates
- Sluice gates will be removed and replaced in kind with manual ones
 - Operators will need to be able to operate the new manual sluice gates
 - Water in wells will need to be removed to replace the sluice gates
 - No electrical supply will be needed as the sluice gates will be operated manually
 - Inv. El. 219.33' 2. Top El. 236.00' 3. Opening 6" 4. Water El. 233.67' 5. Bott. El. 219.33'
 - See attached photo assessment form for existing information.
- C. Remove and Replace sludge collection system (chain and flight) at contact basins (2 each) and recycle basins (2 each) total of four (4)
- Water will need to be removed from the basins to replace the sludge collection system
 - See attached photo assessment form for existing information.
 - See attached documents for specifications for new chain and flight system
- D. Remove and dispose of accumulated sludge.

3.3. MEMBRANE CELLS

- A. Remove and replace membrane equipment, see redacted forms for complete equipment list
- B. Provide variable speed 1-ton chain hoist (2 each) for membrane cell maintenance
- Variable speed chain hoists will be needed to easily access the membranes for cleaning. Existing hoists are considered a hazard for the workers
 - Existing hoists will need to be replaced from its location and replaced in kind with a variable speed 1-ton chain
 - Electrical power supply will be needed to power the variable speed chain hoist
 - See attached photo assessment form for existing information.
- C. Angle irons holding up metal plates on walkway between filter cells are rusted out and need to be replaced
- Steel angle iron and plates will be replaced in kind, see attached sketch
 - Electrical power supply not applicable

3.4. FILTER PIPE GALLERY AND GENERATOR ROOM

- A. Replace aluminum door and jamb in the piping room and in the generator room.
 - Remove existing steel door and jamb and replace in kind
- B. Provide butterfly valves actuators and status monitors replacement spares to be turned over to GWA.
 - See attached document for specifications
 - BRAY BUTTERFLY VALVES: MAINLY SERIES 30/31
 - o 2 each - 16" Flanged butterfly valves
 - o 3 each - 14" Flanged butterfly valves
 - o 4 each - 12" Flanged butterfly valves
 - o 2 each - 10" wafer style butterfly valves
 - o 4 each - 8" wafer style butterfly valves
 - o 2 each - 4" wafer style butterfly valves
 - o 3 each - 2" wafer style butterfly valves
 - BRAY PNEUMATIC ACTUATORS
 - o 5 each - PART# 92-2100-11300-532
 - o 4 each - PART# 92-1600-11300-532
 - o 2 each - PART# 92-1270-11300-532
 - o 2 each - PART# 92-1190-11300-532
 - o 4 each - PART# 92-1180-11300-532
 - o 4 each - PART# 92-0630-11300-532
 - o 2 each - PART # 92-1190-11300-532
 - BRAY VALVE STATUS MONITORS
 - o 14 each - PART# 50-0406-12610-532

3.5. BACKWASH (HOLDING TANK)

- A. Install new submersible pumps (P301 and P302)
 - The submersible pumps will be replaced in kind
 - Backwash will have to be drained or lowered to a certain level in order for operators to remove the existing backwash and install the new one
 - See attached document for specifications of submersible pump
- B. Remove and install new level sensor/level monitor
 - Level sensors/level monitors (three each) will be replaced in kind
- C. Remove and install new mixer (M301)
- D. Remove and install new magnetic flowmeter
 - Magnetic flowmeter removed and will be replaced in kind
 - No additional electrical power supply needed
- E. Remove and dispose of accumulated sludge

3.6. NEUTRALIZATION/SLUDGE TANK

- A. Install new submersible pump (P401) and nozzles within the tank
 - Water will be drained from the neutralization tank for the submersible pump to be removed
 - Submersible pump and nozzles will be replaced in kind
 - See attached document for spec and information

- B. Replace ORP and pH meter
 - pH meter will be replaced in kind
 - Additional electrical power supply not applicable
 - Future expandability not applicable
- C. Replace level sensor/ level monitors
 - Level sensors/level monitors (three each) will be replaced in kind
- D. Remove and dispose of accumulated sludge

3.7.THICKENER TANK

- A. Remove and replace thickener assembly (M370), see redacted form for equipment list
- B. Remove and replace thickener feed pumps and motors (P371 and P372).
 - Thickener and feed pumps will be removed
 - See attached document for additional information
- C. Remove and dispose of accumulated sludge

3.8.OPERATIONS BUILDING

- A. Remove and replace flow meter and pH meter at sodium hydroxide feed system.
- B. Remove and replace existing feed (piping) including metering pumps, 5 total.
- C. Remove and replace existing 2-ton hydraulic lift system.

3.9.ADMINISTRATION BUILDING

- A. Remove and replace front door
- B. Repair three (3) restrooms.
 - Remove and replace toilet bowl, sinks and exhaust fans complete in place.
- C. Repair leak from roof hatch at control room.



ORIGINAL

IFB No. IFB-08-ENG-2023
Project: Ugu Water Treatment Plant Rehabilitation (Re-Bid)
GWA Project No. W22-10-BND
Job number: 12103
Bid Opening Date: July 24, 2023, 10:00 CHST
GPA SPORD Conference Room

ABSTRACT OF BIDS

NO.	BIDDERS NAME	BID BOND	ABSTRACT OF BIDS															APPENDUM					BID AMOUNT																																																																																																																																																																																																																																																																																																																																																			
			Bid Bond Equal to 15% of Total Amount of Bid	Bidder Qualification Form	Bid Proposal and Bid Schedule	Non-Collusion Affidavit	Certification of Bidder Not Engaged in Other Bidder Employment Opportunity	Certification of Bidder Not Engaged in Other Bidder Employment Opportunity	See Criminal Certification	Ways and Means Determination	Affidavit Regarding Ownership and Interest	Affidavit Regarding Standards	Affidavit Regarding Standards	Affidavit Regarding Standards	Affidavit Regarding Standards	Affidavit Regarding Standards	Special Instructions to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project of Interest to Bidders	Project 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Bidder's Name: AIC International
Bid Amount: 9,241,524.00
Signature: [Signature]
Witness: [Signature]
GWA Procurement Representative: [Signature]
Witness: [Signature]

Exhibit B-016

Attachment 1 – Unit Price Bid Form

UGUM WATER TREATMENT PLANT REHABILITATION (RE-BID)

GWA Project No. W22-10-BND

Base Bid - Description of Work:

The base bid items consist of but not specifically limited to mobilization/demobilization, replacement of existing equipment in the river intake, settling basins, membranes, backwash, neutralization tank, pipe gallery/generator building, thickener tank, operation/chemical building, improvements to administration building.

Bidders will complete the work for the following price(s) as broken down per scope item:

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1.0 - General Conditions					
1.1	Mobilization/Demobilization, Permitting, Insurance, Bonds, and Contractor's Administration	LS	\$ 939,530.00	1	\$ 939,530.00
2.0 – River Intake					
2.1	Remove pumps/motors #1 and #3 (outer left and right pumps) and replace with new pumps/motors including accessories, complete in place (Specs Section 432321.13) Equipment # P100 and P102	LS	\$ 452,622.00	1	\$ 452,622.00
2.1a	Factory testing and certification (Specs Section 432321.13)	LS	\$ 15,577.00	1	\$ 15,577.00
2.2a	Remove existing MCC for pump #1 and install new VFD including accessories, complete in place (Specs Section 262923) Motor Control Drive for Equipment # P100	LS	\$ 97,384.00	1	\$ 97,384.00
2.2b	Remove existing VFD screens for pump #2 and pump #3 and replace with new, complete in place (Specs Section 262923) Component of Motor Control Drives for Equipment #s P101 and P102	LS	\$ 56,074.00	1	\$ 56,074.00
2.3	Remove existing 16-inch flow meter including support and replace with new, complete in place (Specs Section 407113) Equipment # FIT101	LS	\$ 57,702.00	1	\$ 57,702.00

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
2.4	Remove two (2) existing filters, piping, and fittings from the flange connection at the main discharge piping, install two (2) 12-inch blind flanges to the flange ends of the remaining main discharge piping, demolished pipe and fittings to be disposed of at the site (Specs Section 017320)	LS	\$ 19,408.00	1	\$ 19,408.00
3.0 – Settling Basins					
3.1	Remove two (2) existing manual sluice gates for flocculation basins and replace with new manually operated sluice gates (work will require draining of water inside the basins), including accessories, complete in place (Specs Section 400557)	LS	\$ 101,407.00	1	\$ 101,407.00
3.2	Remove eight (8) existing automatic sluice gates for sedimentation tanks and replace with new manually operated sluice gates (work will require draining of water inside the basins), including accessories, complete in place (Specs Section 400557)	LS	\$ 363,738.00	1	\$ 363,738.00
3.2a	Factory service for new sluice gate installation and commissioning (Specs Section 400557)	LS	\$ 2,337.00	1	\$ 2,337.00
3.3	Remove and replace sludge collection system (chain and flight) at two (2) contact basins and two (2) recycle basins including accessories, complete in place (Specs Section 464311)	LS	\$ 905,613.00	1	\$ 905,613.00
3.4	Remove accumulated sludge inside the tank including disposal to Inarajan WTP drying beds (Specs Section 022100)	CYD	\$ 498.00	533	\$ 265,434.00
3.5	Deliver two 40 ft shipping containers (new) with door locks to Ugum WTP. (See Report)	LS	\$ 39,354.00	1	\$ 39,354.00
4.0 - Membranes					
4.1	Provide the following spare parts (manufactured by Memcor/Dupont or approved equal) delivered to the				SEE REPORT

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	job site, inclusive of taxes and other miscellaneous fees				
4.1a	Membrane Module, Spare S10N PVDF, PN 12038357	EA	\$ 2,190.50	864	\$ 1,892,592.00
4.1b	Manifold, Clover Top CS Nylon SS Stud-119006, PN 12038845	EA	\$ 112.00	220	\$ 24,640.00
4.1c	Manifold, Clover Bottom GFPP Duraprop, PN 12037192	EA	\$ 56.50	220	\$ 12,430.00
4.1d	Clip, Clover Module CS/CSII, PN 12038846	EA	\$ 20.00	870	\$ 17,400.00
4.1e	Gasket, Bottom Clover EPDM 9710 3 Hole, PN 12032200	EA	\$ 9.00	220	\$ 1,980.00
4.1f	O-Ring, EPDM 9710 148.6MMx5.7MM Blue DT, PN 12037177	EA	\$ 13.00	100	\$ 1,300.00
4.1g	Top Clover O-Ring, EPDM 9710 BS352 WRC Blue Dot, PN 12032190	EA	\$ 6.00	220	\$ 1,320.00
4.1h	Assembly, Valve MLD FILT ISOL Rack, PN 12037880	EA	\$ 203.00	220	\$ 44,660.00
4.1i	Nut, Hex M8x1.25MM 316SS 6H 800MPA, PN 12032244	EA	\$ 1.83	2000	\$ 3,660.00
4.1j	Washer, Spring M8x3.75MM Thk 316SS, PN 12032250	EA	\$ 1.83	2000	\$ 3,660.00
4.1k	Washer, Flat M8x17MM OD 316SS, PN 12032248	EA	\$ 1.83	2000	\$ 3,660.00
4.1l	Center, Insert CS NLY-GRP Rack Sea, PN 12032409	EA	\$ 366.50	220	\$ 80,630.00
4.1m	9 Clover Stainless Steel Membrane Racks, PN 12038806	EA	\$ 43,591.50	24	\$ 1,046,196.00
4.1n	Membrane Aeration Hose, PN 12032313	FT	\$ 17.98	500	\$ 8,990.00
4.1o	Rack Lock Mechanism and Lever, PN 12040036	EA	\$ 15,348.00	4	\$ 61,392.00
4.1p	Rack Lower Guides, PN 12039311	EA	\$ 4,111.00	4	\$ 16,444.00
4.1q	On-Site Manufacturer's Technical Field Service for 10 days, including travel and all miscellaneous expenses	LS	\$ 53,806.00	1	\$ 53,806.00
4.2	Remove two (2) existing electric chain hoists and replace with two (2) 1-ton variable speed hoists with single controller each, including necessary electrical work, complete in place (Specs Section 412223.19)	LS	\$ 46,449.00	1	\$ 46,449.00

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
4.3	Remove and replace the rusted existing steel angle iron and plates between Cell #1 and Cell #2. Contractor to submit shop drawings for approval. (Specs Section 055000)	LS	\$ 47,534.00	1	\$ 47,534.00
4.4	Install new anchor bolts for existing upper support angle (See Report)	LS	\$ 9,891.00	1	\$ 9,891.00
4.5	Install new anchor bolts for existing lower support angle (See Report)	LS	\$ 2,532.00	1	\$ 2,532.00
5.0 - Backwash					
5.1	Remove existing submersible transfer pumps and install new, (Specs Section 431311) Equipment #s P301 and P302	EA	\$ 95,132.00	2	\$ 190,264.00
5.1a	Testing and certification (Specs Section 431311)	LS	\$ 36,366.00	1	\$ 36,366.00
5.2	Remove existing level sensor/level monitor and replace with new, (Specs Section 407233) Equipment # LIT301	EA	\$ 28,798.00	1	\$ 28,798.00
5.3	Remove existing mixer and replace with new, see (Specs Section 464123) Equipment # M301	EA	\$ 209,164.00	1	\$ 209,164.00
5.4	Remove existing 4-inch flow meter and replace with new meter complete with screen cover protection (Specs Section 407113) Equipment # FIT301	EA	\$ 52,690.00	1	\$ 52,690.00
5.5	Remove accumulated sludge inside the tank including disposal to Inarajan WTP drying beds (Specs Section 022100)	CYD	\$ 1,107.00	46	\$ 50,922.00
6.0 - Neutralization Tank/Sludge Tank					
6.1	Remove and Replace submersible pump and nozzles within the tank, complete in place, (Specs Section 431311) Equipment # P401	LS	\$ 126,389.00	1	\$ 126,389.00
6.1a	Testing and certification (Specs Section 431311)	LS	\$ 36,366.00	1	\$ 36,366.00
6.2	Replace 1-inch pH/Orp Meter (Specs Section 407513) Equipment #s AIT401 and AIT402	EA	\$ 53,999.00	1	\$ 53,999.00

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6.3	Remove existing level sensor/level monitor one each for Neutralization tank and Sludge Tank and replace with new, (Specs Section 407233) Equipment # LIT401 Neutralization and LIT501 Sludge	EA	\$ 29,455.00	2	\$ 58,910.00
6.4	Remove accumulated sludge inside the tank including disposal to Inarajan WTP drying beds (Specs Section 022100)	CYD	\$ 765.00	84	\$ 64,260.00
7.0 – Filter Pipe gallery/Generator Room					
7.1	Remove and replace existing aluminum access doors, jambs, and hardware in the piping room, MCC room and in the generator room, complete in place. (Specs Section 081116)	LS	\$ 48,926.00	1	\$ 48,926.00
7.2	Provide spare Bray butterfly valves, pneumatic actuators, and status monitors as follows: (Specs Section 400564)				
7.2a	16" Flanged Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 8,718.00	2	\$ 17,436.00
7.2b	14" Flanged Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 7,337.00	3	\$ 22,011.00
7.2c	12" Flanged Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 2,380.00	4	\$ 9,520.00
7.2d	10" Wafer Style Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 3,949.00	2	\$ 7,898.00
7.2e	8" Wafer Style Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 2,640.00	4	\$ 10,560.00
7.2f	4" Wafer Style Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 1,543.00	2	\$ 3,086.00
7.2g	2" Wafer Style Butterfly Valve, Series 30/31, complete with accessories	EA	\$ 1,060.00	3	\$ 3,180.00
7.2h	Pneumatic Actuator Part #92-2100-11300-532	EA	\$ 2,829.00	5	\$ 14,145.00
7.2i	Pneumatic Actuator Part #92-1600-11300-532	EA	\$ 1,708.00	4	\$ 6,832.00
7.2j	Pneumatic Actuator Part #92-1270-11300-532	EA	\$ 1,020.00	2	\$ 2,040.00
7.2k	Pneumatic Actuator Part #92-1190-11300-532	EA	\$ 697.00	2	\$ 1,394.00

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
7.2l	Pneumatic Actuator Part #92-1180-11300-532	EA	\$ 697.00	4	\$ 2,788.00
7.2m	Pneumatic Actuator Part #92-0630-11300-532	EA	\$ 307.00	4	\$ 1,228.00
7.2n	Status Monitors Part #50-0406-12610-532	EA	\$ 208.50	14	\$ 2,919.00

8.0 – Thickener System (Diameter = 20 feet, Type BST)

8.1	Remove existing thickener assembly and replace with new inclusive of complete drive assembly, with gear motor and weatherproof drive torque control. Drive unit is completely factory assembled, calibrated and tested, Walkway, beam supported (half the diameter), 36" wide with aluminum I bar flooring, Center Drive platform, Aluminum handrail, Feedwell, Rake arms with plow blades and pickets, Operation and Maintenance manuals, Torque tube, Influent pipe, Finish paint, Weirs, FRP, Field service 2 days/1 trip (See Report) Equipment # M370	LS	\$ 618,221.00	1	\$ 618,221.00
8.2	Remove two (2) existing thickener pumps and replace with new pumps, (Specs Section 432357) Equipment #s P371 and P372	LS	\$ 225,620.00	1	\$ 225,620.00
8.3	Remove accumulated sludge inside the tank including disposal to Inarajan WTP drying beds, (Specs Section 022100)	CYD	\$ 706.00	125	\$ 88,250.00

9.0 – Operations/Chemical Building

9.1	Remove existing chemical pumps and replace with new for proper dosages, (Specs Section 463342) Equipment #s P501, P601, P701, P801 and P901.	EA	\$ 16,720.00	5	\$ 83,600.00
9.2	Remove existing hydraulic lift including hydraulic pump, tank, motor, hoses, hydraulic rams, all cables and pulleys and replace with new, (See Report)	LS	\$ 374,750.00	1	\$ 374,750.00

10.0 – Administration Building

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
10.1	Remove front door entrance and replace with new 3'-8.5" wide, aluminum swing door with vision glass, (Specs Section 081116)	LS	\$ 13,262.00	1	\$ 13,262.00
10.2	Remove leaking roof hatch cover at the Control Room and cover the opening with concrete (See Report)	LS	\$ 7,303.00	1	\$ 7,303.00
10.3	Remove existing and install new roll up door at basement level of Administrative Building. (Specs Section 083300)	LS	\$ 18,334.00	1	\$ 18,334.00
TOTAL BASE BID (TOTAL of Items 1 through 10, inclusive)					\$ 9,188,777.00
(Please write out total bid amount in words below)					
<i>Nine Million, One Hundred Eighty Eight Thousand, Seven Hundred Seventy Seven Dollars and No Cents</i>					



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846/7

Issues for Decision

Resolution No. 41-FY2023

Relative to Requesting Approval of Construction Contract for the Ugum Surface Water Treatment Plant Rehabilitation

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

The Ugum Surface Water Treatment Plant Rehabilitation (SWTP) is an infrastructure improvement project supported in the GWA Master Plan that will refurbish the existing equipment and systems. Since 2015, the plant was assessed three times by Brown and Caldwell (2015), Du Pont (2021) and DCA (2022). The DCA assessment incorporated analysis of the two earlier reports with its own review and concluded that the plant is in relatively poor operating condition and significant rehabilitation work is needed.

This project is urgently needed to provide efficient and reliable operation of the plant and continued provision of safe drinking water to GWA customers in Southern Guam.

Per Resolution 03-FY2023, CCU approved the issuance of a competitive procurement bid to solicit proposals from experienced and qualified construction companies to provide the necessary materials and construction services, and to award the contract to the lowest responsive responsible bidder. GWA issued bid no. IFB-05-ENG-2023 but received no bids. GWA issued a rebid, GWA IFB no. IFB-08-ENG-2023 and received two bid proposal on July 24, 2023. The Project Team analyzed the two (2) bid proposals and determined that Sumitomo Mitsui Construction Company, Ltd, who submitted the lowest Base Bid proposal of Nine Million One Hundred Eighty-Eight Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$9,188,777.00) as being the lowest responsive and responsible bidder and met all the bid requirements.

GWA Management has determined that reducing the scope to fit the budget and/or rebidding the project will further delay the much-needed rehabilitation of the treatment plant and likely result in higher costs.

Where is the location?

The Ugum SWTP is located in Talofoto, approximately one-half mile west of Highway 4, south of the village of Yona, and north of Inarajan. The plan provides water to GWA's southern customers.

How much will it cost?

The requested funding authorization is \$10,107,654.70. This amount includes a 10% contingency.

When will it be completed?

The estimated completion date is 425 calendar days from Notice to Proceed (NTP) date.

What is the funding source?

GWA Bonds and EPA Grant

The RFP/BID responses (if applicable):

22 IFB packages were picked up by interested bidders

2 Bids were received

The lowest responsible and responsive bid was from Sumitomo Mitsui Construction Corp., Ltd.