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*Attorneys for Guam Solid Waste Authority*

**BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

**IN THE MATTER OF:**

The Application of the Guam Solid  
Waste Authority for Review and  
Approval of the Award and Contract to  
EA Engineering, Science, and  
Technology, Inc. for Landfill Compliance  
and Engineering Services

GSWA DOCKET No.: 25-01

**PETITION FOR CONTRACT  
REVIEW AND APPROVAL**

**INTRODUCTION**

COMES NOW the GUAM SOLID WASTE AUTHORITY (GSWA) and respectfully petitions the GUAM PUBLIC UTILITIES COMMISSION (PUC) to review and approve the contract entered into between GSWA and EA Engineering, Science, and Technology, Inc. (EA) for landfill compliance and engineering consulting services.

**BACKGROUND**

For many years, EA has been working with GSWA to provide landfill improvements, construction plans, and environmental compliance. GSWA

ORIGINAL

1 awarded EA the 2023 engineering contract which expired June 2, 2024. On April  
2 24, 2024, GSWA issued Request for Proposals No. GSWA-RFP004-24 for Landfill  
3 Compliance and Engineering Services for Ordot Dump (Ordot) and Layon  
4 Landfill (Layon).

5 EA was the only offeror to submit a proposal. The proposal was evaluated  
6 by the General Managers of Guam Solid Waste Authority and Guam Waterworks  
7 Authority and determined to meet the requirements.

8 At the request of the Federal Receiver (Receiver), the tasks for the Ordot  
9 Dump were removed from the scope of work in the initially negotiated  
10 contract. Before the contract was finalized, GSWA and Receiver filed a joint  
11 transition plan in the District Court of Guam. In the plan, the Receiver required  
12 that additional engineering and consulting services be provided for Ordot. The  
13 parties renegotiated the pending contract to reinstate the Ordot dump  
14 tasks. Despite the changes, the contract amount remained unchanged at  
15 \$841,361.50 for the initial term of a three-year contract term.

16 The estimated breakdown for the three years is as follows:

17 Year One: \$350,000.00

18 Year Two: \$242,050.00

19 Year Three: \$249,311.50

20 GSWA determined that the final negotiated price and contract terms to be  
21 fair and reasonable. On October 17, 2024, the contract was approved by the  
22 GSWA Board of Directors in its Resolution No. 2024-015. A true and correct copy

1 of said resolution is attached herein as Exhibit 1 and incorporated in full by this  
2 reference.

### 3 DISCUSSION

4 GSWA submits the EA contract for approval pursuant to the authority  
5 granted to the PUC in 12 GCA § 12105 and the Order establishing a *Contract*  
6 *Review Protocol for GSWA*. See GSWA DOCKET 19-02 & ADMINISTRATIVE  
7 DOCKET (July 25, 2019). A true and correct copy of the contract is attached as  
8 Exhibit 2. The EA contract will assist GSWA with its mandate to operate and  
9 maintain a solid waste management system and ensure the two solid waste  
10 disposal facilities under its jurisdiction are compliant with environmental and  
11 health regulations of Guam. See 10 GCA § 51A104(10). GSWA owns two  
12 disposal facilities on Guam, Layon and Ordot.

13 Layon is Guam's only municipal solid waste disposal facility that is open  
14 and operated by GSWA. Layon currently has two cells and GSWA plans to  
15 construct a third. GSWA intends to use EA services to assist with permitting for  
16 landfill improvements, development of construction plans for the future cell and  
17 construction activity, groundwater monitoring, and environmental assessments.

18 The other disposal facility that EA would perform work on under the  
19 proposed contract is the Ordot Dump. Ordot was closed on August 31, 2011, by a  
20 court ordered Consent Decree after many years of being the primary dumping  
21 site for industrial and municipal waste since the 1940s. The dump is under  
22 Federal Receivership and managed by a Federal Receiver.

1 By order of the District Court of Guam, a transition plan was jointly  
2 prepared and filed by GSWA and the Receiver on October 31, 2024. Part of the  
3 transition plan includes the contract with EA for the work required at  
4 Ordot. This includes sampling and monitoring of leachate and groundwater.

5 The professional work that EA is contracted to provide GSWA will help  
6 ensure environmental compliance at Layon and Ordot. These essential services  
7 are instrumental in maintaining the safety and welfare of the Island. For these  
8 reasons GSWA respectfully requests PUC's approval of its contract with EA.

9 **CONCLUSION**

10 The contract with EA for engineering services is essential to the operations  
11 of GSWA, most specifically to Layon and Ordot. These services are critical to  
12 maintaining the health, safety and welfare of the public. The terms and cost of  
13 the contract are fair and reasonable. The procurement was made in accordance  
14 with Guam law. For all the foregoing reasons, GSWA submits that the instant  
15 petition for the PUC to review and approve the award and contract to EA should  
16 be GRANTED.

17 Respectfully submitted this 13 day of MAe, 2025.

18 **CAMACHO & TAITANO LLP**  
19 Attorneys for Petitioner

20 By:   
21 **SHANNON TAITANO**  
22

## EXHIBIT 1



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



GSWA BOARD RESOLUTION NO 2024-015

**GSWA Board Resolution No. 2024-015  
RELATIVE TO PETITIONING THE PUBLIC UTILITIES COMMISSION (PUC) FOR  
APPROVAL OF THE CONTRACT TO EA ENGINEERING, SCIENCE, AND TECHNOLOGY  
INC. FOR LANDFILL COMPLIANCE AND ENGINEERING CONSULTING SERVICES**

**WHEREAS**, on Wednesday, April 24, 2024, the Guam Solid Waste Authority (GSWA) issued a Request for Proposal (RFP) No. GSWA-RFP004-24 to solicit qualified firms to provide Landfill Compliance and Engineering Consulting Services; and,

**WHEREAS**, GSWA had four (4) prospective proposers that acquired RFP packages, but only one (1) was submitted by the submission deadline of May 14, 2024 at 4:00 PM; and

**WHEREAS**, EA Engineering, Science, and Technology Inc. (EA) submitted a proposal for GSWA consideration; and,

**WHEREAS**, EA's proposal was evaluated and determined to be responsive and the firm possesses the necessary qualifications, experience, and capabilities to fulfill the contract requirements; and,

**WHEREAS**, GSWA's existing contract for these critical landfill compliance services expired in June 2024, and timely award of this contract is essential to ensure ongoing compliance with environmental regulations; and,

**WHEREAS**, negotiations with EA resulted in a fair and reasonable price for the services offered; and

**WHEREAS**, the total contract amount for the Landfill Compliance and Engineering Consulting Services is Eight hundred forty-one thousand, three hundred sixty-one dollars and fifty cents (\$841,361.50) for an initial term of three years; and,

**WHEREAS**, the estimated breakdown for the three years is as follows:

**Year One: \$350,000.00**

**Year Two: \$242,050.00**

**Year Three: \$249,311.50**

**Total Contract Amount: \$841,361.50**



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



GSWA BOARD RESOLUTION NO. 2024-015

**THEREFORE, BE IT HEREBY RESOLVED** that the Board of Guam Solid Waste Authority does hereby authorize its management team to petition the Public Utilities Commission (PUC) for approval of the award and contract to EA Engineering, Science, and Technology Inc. for Landfill Compliance and Engineering Consulting Services on behalf of the Guam Solid Waste Authority and in accordance with the PUC's Contract Review Protocol.

Ayes: 5

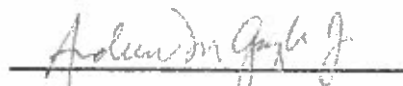
Nays: 0


Absent: 0

Abstain: 0

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Guam Solid Waste Authority, Guam, on the 17<sup>th</sup> day of October 2024.

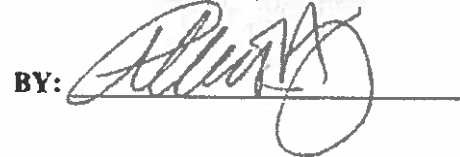
**GUAM SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

  
Andrew Gayle, Chairman

  
Margaret Denney, Secretary

**ATTEST:**

**ALICIA FEJERAN, CLERK**

BY: 

## **EXHIBIT 2**



**AGREEMENT FOR LANDFILL COMPLIANCE AND ENGINEERING  
CONSULTING SERVICES**

**BETWEEN**

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.**

**AND**

**GUAM SOLID WASTE AUTHORITY**

Contract for:	<b>LANDFILL COMPLIANCE AND ENGINEERING CONSULTING SERVICES</b>
Project No:	<b>GSWA-RFP004-24</b>
Amount:	<b><u>\$841,361.50</u></b>
Place:	<b>Guam</b>

**THIS AGREEMENT FOR LANDFILL COMPLIANCE AND ENGINEERING CONSULTING SERVICES ("Agreement")** is entered into by and between the Guam Solid Waste Authority ("GSWA"), an agency of the government of Guam, whose mailing address is 546 N. MARINE CORPS DRIVE TAMUNING Guam, 96913, and EA Engineering, Science, and Technology, Inc. ("Contractor"), whose address is 1001 ARMY DRIVE SUITE 103 BARRIGADA, GUAM 96913.

**WHEREAS**, GSWA determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GSWA to have such services performed under a contract;

**WHEREAS**, GSWA determined to award a contract for the required services and thereupon GSWA issued a Request for Proposals ("RFP"), GSWA-RFP004-24, soliciting professional Landfill Compliance and Engineering Consulting services;

**WHEREAS**, Contractor responded to the RFP by submitting a proposal ("the Proposal") to provide services in accordance with the RFP, and was selected as the best qualified offeror with whom a contract was successfully negotiated;

**WHEREAS**, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the services, and to provide, maintain, and update the equipment described in the Contract Documents for this Project professionally, skillfully and diligently; and

**WHEREAS**, the award of this contract has been made pursuant to the GSWA's procurement rules and regulations, the laws of Guam, and a finding by the Procurement Officer that Contractor is the lowest responsive and responsible Proposer based upon evaluation factors set forth, and that the compensation has been determined to be fair and reasonable;

**NOW THEREFORE**, GSWA and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **SECTION 1 CONTRACT DOCUMENTS**

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

- a. The Request for Proposals, and all notices, conditions, attachments, and instructions for GSWA-RFP004-24, which includes the Specifications contained in the Scope of Services;
- b. Any addendum to, or GSWA responses to questions submitted for Request for Proposals GSWA-RFP004-24;

c. Contractor's Proposal submitted in response to Request for Proposals. GSWA-RFP004-24;

d. This Agreement and any Amendment or Change Order thereto; and

## **SECTION 2 PARTIES**

The Parties to this Agreement are the Guam Solid Waste Authority ("GSWA"), an agency of the government of Guam, and EA Engineering, Science, and Technology, Inc., ("Contractor"), who may be hereinafter together referred to as "the Parties."

## **SECTION 3 SCOPE OF AGREEMENT**

This Agreement supersedes any and all prior agreements, either oral or in writing, if any, between the Parties hereto with respect to the retainer of Contractor by GSWA and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding on the Parties with respect to the subject matter of this Agreement. This Agreement, and any modification hereto, is not binding until approved by the Attorney General of Guam and executed by the Governor of Guam. Any modification of this Agreement will be effective only if it is in writing, approved by the Attorney General of Guam and executed by the Governor of Guam.

## **SECTION 4 CONTRACT TYPE AND PRICE**

This is an Indefinite Delivery-Indefinite Quantity (IDIQ) multi-term contract which shall be based on unit prices of a fixed-price type. The total payment to Contractor under this Agreement will be Eight hundred forty-one thousand, three hundred sixty-one dollars and fifty cents (\$841,361.50) for the initial term. All prices under this Agreement shall be in the currency of United States dollars.

## **SECTION 5 CONTRACT TERM**

A. This Agreement shall be valid upon its full execution by all necessary parties. The Effective Date of the Agreement shall be the date upon which the Governor of Guam signs the Agreement. The term of this Agreement shall be for three (3) years.

B. All Services to be performed by Contractor on the Project under this Agreement shall commence upon issuance of a Notice to Proceed ("NTP") by GSWA and continue pursuant to the Schedule of Services of this Agreement, and in accordance with the Scope of Services and the

Contractor's Proposal, and until the expiration, cancellation, or termination of this Agreement or any extension or renewal thereof. There is no right or expectation of renewal or extension and any renewal or extension will be exercised solely at the discretion of GSWA.

C. **Initial Term.** The initial term of the contract shall be for three (3) years and shall begin upon the date that the Governor executes the Agreement. After the Governor has executed the Agreement, the GSWA will issue the NTP to notify the Contractor that services may begin.

D. **Renewal Terms.** At the sole option of the GSWA, and upon satisfactory performance by the Contractor, the Agreement may be renewed for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to two (2) additional years (each being a "Renewal Term"). Any Renewal Term shall not be subject to negotiation, but shall be a continuation of the Agreement on the same terms, conditions, and pricing as in effect under the existing Agreement. All Renewal Terms are subject to the availability of additional funds.

All Renewal Terms are subject to the availability of funds. In no case shall any extension or renewal extend the total of the terms of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, this Agreement shall expire at the end of the Initial term or at the end of any subsequent Renewal Term exercised by the GSWA.

## **SECTION 6 CONTRACTOR'S SCHEDULE OF SERVICES.**

A. The Contractor, promptly after execution of this Agreement and no later than 10 days after issuance of a Notice to Proceed ("NTP"), shall prepare and submit for GSWA's approval, Contractor's Schedule of Services. The schedule shall not exceed time limits current under this Agreement, shall be revised at appropriate intervals as required by the conditions of the Services, shall be related to the Services to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Services. The Contractor agrees to provide the Services in the Scope of Services for one year from receipt of the NTP from GSWA, and as provided in any extensions or renewals agreed to in writing by the Parties.

B. The Contractor shall perform the Services in accordance with the most recent schedules approved by GSWA.

## **SECTION 7 SCOPE OF SERVICES**

All Services under this Agreement shall be performed by Contractor in accordance with all applicable federal and local codes, standards, and guidelines, including current or updated standards as those updates become effective, and any applicable Guam codes. The Scope of Services includes the following:

### **A. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall conduct research and inspections to determine working conditions and any special needs/requirements for execution of the Project.

2. Contractor shall be responsible for any mobilization and site preparation required for the services/work involved.
3. Contractor shall be responsible for providing appropriate personnel for all stages of the Project.
4. Contractor shall be responsible for providing and maintaining all necessary tools, equipment, systems, hardware, software, and the operation of these tools, equipment, systems, hardware, and software throughout the duration of the Project.
5. Contractor shall be responsible for making any minor modifications required to allow proper execution of the Project.
6. Contractor shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to perform the Scope of Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

**B. SERVICES**

1. Consulting services may include various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. Completed work must be in compliance with the attached exhibits.
2. The contract will provide for the issuance of Work Authorizations (WA) requiring a variety of Landfill Compliance and Engineering Consulting services as needed and determined by GSWA. Each WA will be negotiated with the selected firm. The contract, as noted, is an indefinite delivery indefinite quantity (IDIQ) type contract and GSWA does not guarantee any number of WA to be issued. GSWA also does not guarantee a minimum or maximum dollar value of WA's placed with any firm. WA will be assigned as necessary, which may include, but not be limited to:

The Scope of Services includes but is not limited to:

**A. LAYON LANDFILL:**

**i. LANDFILL ENGINEERING TASKS – To include, but not limited to, the following:**

- a) Permitting for landfill improvements including, but not limited to, the following activities:
  1. Revisions to operations manuals;
  2. Revisions to Solid Waste Acceptance of Materials;
  3. Air and Water regulations as may apply to the landfill design to include, but not limited to review, permit revisions, recommendations.

- b) Preparation of preliminary and final construction plans and contract documents as may be required from time to time with activities including, but not limited to:
  - 1. Contract documents shall include bid forms, notice to bidders, instructions to bidders, advertisements, bid proposal, contract forms, bonding and insurance requirements, and technical specifications for projects less than \$400,000 in cost;
  - 2. Opinions of Probable Construction Costs based on final construction plans;
  - 3. Prepare and submit documents for regulatory review;
  - 4. Assist the GSWA in obtaining approvals and permits as necessary to comply with applicable federal, state and local regulations;
  - 5. Provide environmental site assessment, wetland determination, etc., as appropriate or required for each project.
- c) Bidding services as may be required from time to time with activities including, but not limited to:
  - 1. Preparation of final bidding documents;
  - 2. Assistance with bidding process;
  - 3. Evaluation of bids and recommendation to award;
  - 4. Other activities as required by procurement or project financing.
- d) Construction Phase Services as may be required from time to time with activities including, but not limited to:
  - 1. Provision of construction staking and/or CQA surveying in support of requirements of project
  - 2. Provision of geotechnical services in support of CQA requirements for project
  - 3. Coordination and oversight of construction including meetings, payment review, RFIs, etc.
  - 4. Review and approval of shop drawings and samples
  - 5. Prepare certification documents for regulatory submittals
  - 6. Prepare Operations and Maintenance Manuals as may be required
  - 7. Preparation of record drawings, as-builts, plats, etc., as may be required

**ii. ENVIRONMENTAL TASKS COMPLIANCE – To Include, But Not Limited To:**

- 1. Compliance in accordance with the facility permit and applicable
- 2. RCRA Title 40 Chapter I, Subchapter I, Part 258 Subpart E.

3. Leachate control compliance in compliance with facility permit and applicable
4. RCRA Title 40 CFR 265.301.
5. Post closure care in accordance with facility permit and applicable 40 CFR Part 258 Subpart F Stormwater Management Regulations.
6. Stormwater management in accordance with Title 40 Part 445 Subpart B 445.20
7. any other regulatory requirements
8. Title V section 302 support activities as may be required
9. Greenhouse gas reporting activities as may be required
10. Landfill Groundwater Tasks
  - a. Provide routine monitoring in accordance with RCRA Title 40 Chapter 1, Subchapter I, Part 258 Subpart E and consultation activities related to groundwater and gas migration.
  - b. Contract directly with a qualified laboratory in accordance with RCRA Title 40 Chapter 1, Subchapter I, Part 258 Subpart E to perform analytical work. Laboratory must maintain EPA certificate throughout term of contract. Contractor will provide certified laboratory at no additional cost.
  - c. Perform statistical analysis, report preparation, and any other reporting required.
  - d. Install additional ground water monitoring wells (as needed).

**B. ORDOT DUMP FACILITY:**

**i. ENVIRONMENTAL TASKS – To include, but not limited to, the following:**

1. Groundwater and Surface Water Monitoring System Operations, Maintenance, and Monitoring Services
2. Landfill Gas Monitoring System Operations, Maintenance and Monitoring Services
3. Gas Collection and Control System
4. Settlement Survey and Monitoring
5. Surface Water Drainage System Monitoring and Maintenance
6. Leachate Collection and Removal System Operations, Monitoring, and Maintenance
7. Quarterly and Annual Consolidation Report Preparation
8. Permitting

**ii. ENGINEERING SERVICES – To include, but not limited to, the following:**

1. Subcontractor Oversight
2. Permitting for facility improvements
3. Preparation of preliminary and final construction plans and contract



4. Documents as may be required
5. Bidding services as may be required
6. Construction Phase Services as may be required
7. Preparation of Operation and Maintenance Manuals as may be required

**3. Laws, Permits and Regulation**

- a. The Contractor shall obtain all required permits required for the Services. GSWA agrees to facilitate Contractor's acquisition of permits; however, Contractor is ultimately responsible for obtaining permits and any action or inaction by GSWA shall not relieve Contractor of this responsibility.
- b. Contractor shall pay all fees and charges for connection to outside services, utilities, and use of property other than the site of the services for storage of materials or other purposes.
- c. Contractor shall comply with all federal and local laws, ordinances, regulations and building code requirements applicable to services hereunder unless in conflict with contract requirements. If Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations, or building code requirements, Contractor shall promptly notify the GSWA Procurement Officer.

**4. Contractor's Obligations**

- a. Contractor shall, in good professional and workmanlike manner, do and perform all services and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the services required by this Agreement, the RFP, and the Contract Documents within the time herein specified in strict accordance with the plans and proposals of the services covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the GSWA Procurement Officer as given from time to time during the progress of the services.
- b. Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, worksite, appliances and methods, and for any harm or damage, which may result from their failure or their improper installation, maintenance or operations.
- c. Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Request for Proposals, Agreement, plans, and specifications and shall perform and complete the entire services per approved plans and specifications, whichever is more stringent.



- d. Upon completion or termination of the Project/Services, the Contractor shall remove from the site of the Project/Services all temporary structures, waste materials, and rubbish resulting from its operation, leaving the site of the Project in a neat and presentable condition. In the event of the failure to do so, the same may be done by GSWA at the expense of the Contractor.

**5. Methods**

- a. Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with services embraced under these specifications, drawings and Agreement to secure a rate of progress, which will secure completion of the services within the time specified.
- b. If, at any time before commencement of services, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of services or said rate of progress, GSWA may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order(s).
- c. The failure of the GSWA to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of services and said rate of progress and the completion of the services as required herein.

**7. Labor and Materials**

- a. The Contractor shall furnish all labor, materials, and equipment for the execution of the Services according to the RFP specifications and Contract Documents.
- b. Where no specifications are contained therein for whatever may be necessary, Contractor shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes, wires, and other rough items of installation, in a manner acceptable to the GSWA Procurement Officer; and structural safety shall not be impaired by such concealment. As well, services not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified.
- c. All Services shall be executed in accordance with the performance standards acceptable for Contractor's and any subcontractors' trades. Contractor warrants that the Services shall be performed in a diligent, professional, and workmanlike manner by qualified persons and using competent professional knowledge and judgment and shall conform to Good Industry Practices and the requirements of this Agreement (the "Services Warranty"). If any portion of the Services fails to comply with this Services Warranty and GSWA or the Project Manager promptly notifies Contractor of such non-conformance along with evidence which reasonably demonstrates Contractor's culpability, Contractor shall

promptly re-perform the non-conforming Services and any additional Work required under the Warranty without additional compensation from GSWA.

- d. Full safety and security is essential; and the Contractor guarantees to accomplish safe and quality services required throughout the Project.

## 8. Guarantee/Warranty of Deliverables, Equipment, and System(s)

- a. Except as otherwise specified, all deliverables, equipment, or systems shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship during the tenure of the contract and any extensions, and for one (1) year after the exercise of any option to purchase the system by GSWA ("Equipment Warranty"); this one (1) year term shall commence upon the Contractor's turnover of the system to GSWA.
- b. In the event that the Contractor develops software and applications for the government of Guam, the Contractor shall commit to a minimum warranty period of one (1) year for the software and applications related to this Agreement. Contractor warrants against any surreptitious programming codes, viruses, Trojan Horses, 'back doors' or other means to facilitate or allow unauthorized access to any governmental systems for one (1) year after the expiration or termination of this Agreement. Notwithstanding prior acceptance of deliverables GSWA, the Contractor shall expressly warrant all delivered programs, equipment, and products as properly functioning at the start of operations and compliant with the terms of the Agreement thereafter ("Software Warranty"). Contractor shall also expressly warrant that all delivered programs, equipment, and products are upward compatible with any other Product. The warranty period will begin at the time the implementation of the system has been formally accepted in writing by GSWA and shall continue in effect throughout the duration of this Agreement, and for one (1) year after the expiration or termination of this Agreement. During this warranty period, the Contractor shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Scope of Services. The Contractor will correct all defects and deficiencies in the system and replace incorrect or defective programs and documentation within five (5) business days of notification from GSWA or the Project Manager of such deficiencies or within such period as may be necessary to make correction(s) using all due diligence and dispatch as agreed upon between GSWA and the Contractor. Deficiencies properly noted before expiration of the warranty will be covered regardless of such expiration. System modifications and other changes made during the contract period will also be covered by this warranty.
- c. If within any guarantee/warranty period, repairs or changes are required in connection with guaranteed equipment or systems which, in the opinion of the GSWA Procurement Officer, is rendered necessary as the result of the use of

materials, equipment or workmanship which were inferior, defective or not in accordance with the terms of the Agreement, the Contractor shall promptly comply upon receipt of notice from GSWA and without expense to GSWA:

- i. Place in satisfactory condition in every particular all of such guaranteed equipment and systems and correct all defects therein; and
  - ii. Make good all damages to the equipment, systems or contents thereof which, in the opinion of the GSWA Procurement Officer, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement.
- d. In any case wherein fulfilling the requirements of the Agreement or of any guarantee embraced in or required thereby, the Contractor disturbs any work, equipment, or systems guaranteed under another contract, Contractor shall restore such disturbed work, equipment, or systems to a condition satisfactory to the GSWA Procurement Officer and guarantee such restored work, equipment or systems to the same extent as it was guaranteed under such other contract.
- e. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, GSWA may have the defects corrected and the Contractor and its surety shall be liable for all expense incurred.
- f. All special guarantees applicable to definite parts of the services, equipment, or systems shall be stipulated in the specifications or other papers forming a part of the Agreement and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### **9. System Failure or Damage**

In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.

#### **C. OTHER WORK**

GSWA acknowledges and agrees that Contractor may provide services and work for other clients, persons, or companies, apart from the services or work performed under this Agreement, as long as the performance of such other services or work does not in any way conflict with or hinder the performance of the services herein. In the event GSWA discovers or determines that the Contractor is providing services or work to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing

those third party services upon being provided notice by the GSWA, and GSWA may invoke any further available remedies under this Agreement.

**D. LOCATION OF SERVICES**

Contractor may perform the services under this Agreement at any suitable location as approved by GSWA.

**SECTION 11  
PROGRESS AND COMPLETION**

A. Any time limits stated in this Agreement, and/or stated any of the schedules required under this Agreement, are of the essence of the contract. By executing this Agreement, the Contractor confirms that the time specified for performance of the Services is a reasonable period for performing the Services.

B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by the Contractor and Owner. The date of commencement of the Services shall not be changed by the effective date of such insurance.

**SECTION 12  
COMPENSATION**

GSWA will compensate the Contractor for the services and systems implemented utilizing progress payments that shall be aligned with the Scope of Services, Contractor's Schedule of Services, and Cost Proposal, and based upon actual services completed, which have been verified by the Project Manager.

GSWA agrees to pay Contractor at the rates agreed for the Services described in the RFP and Attachment A, Schedule of Services, and Attachment B, Contractor's Cost Proposal.

The total payment under this Contract will not exceed Eight hundred forty-one thousand, three hundred sixty-one dollars and fifty cents (\$841,361.50) for the initial term. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of GSWA.

A. **Invoice Payment.** GSWA will remit payment of invoices to the Contractor in accordance with the Schedule of Services.

B. Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the GSWA's acceptance of any required deliverables. Should the Contractor fail to comply with the provisions of the Agreement, payment for portions of the Agreement will be

withheld until such time as the contract terms have been implemented. Administrative, contractual, and/or legal remedies will be implemented if it appears the Contractor has breached or defaulted on the Agreement.

C. **Final Product/Services Clause.** At any time, but prior to Acceptance of the Services, the parties agree that should the Services materially fail to perform substantially in compliance with the Agency's Specifications, the Contractor's liability in such an event will be to return all fees paid by the GSWA to that point. Prior to Acceptance, such termination decision will be at the sole discretion of the GSWA and is in addition to any other Termination provisions contained within this Contract.

### **SECTION 13 RECOMMENDATIONS FOR PAYMENT**

A. GSWA's Project Manager or its designee(s) will, within seven days after receipt of the Contractor's Application for Payment/Invoice, either issue a Recommendation for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and GSWA in writing of the Project Manager's reasons for withholding Recommendation for Payment in whole or in part.

B. The issuance of a Recommendation for Payment/Invoice will constitute a representation by the Project Manager or designee(s) to GSWA, based on an evaluation of the Services and the data comprising the Application for Payment/Invoice, that, to the best of the Project Manager or designee's knowledge, information and belief, that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Agreement. The foregoing representations are subject to an evaluation of the Services for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from this Agreement prior to completion and to specific qualifications expressed by the Project Manager or designee(s).

C. **Decisions to Withhold Recommendation for Payment.** If GSWA's Project Manager or designee(s) is unable to recommend payment in the amount of the Application for Payment/Invoice, the Project Manager or designee(s) will notify the Contractor and GSWA. If the Contractor and the Project Manager or designee(s) cannot agree on a revised amount, the Project Manager or designee(s) will promptly issue a Recommendation for Payment for the amount for which the Project Manager or designee(s) is able to make such representations to GSWA. The Project Manager or designee(s) may also withhold a Recommendation for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Recommendation for Payment previously issued, to such extent as may be necessary in the Project Manager's or designee(s)' opinion to protect GSWA from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

(1) defective Services not remedied;

(2) third party or other claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to GSWA is provided by the Contractor;



(3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

(4) reasonable evidence that the Services cannot be completed for the unpaid balance of the price for the Services;

(5) damage to GSWA or a separate contractor;

(6) reasonable evidence that the Services will not be completed within the time for performance of the Services, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

(7) repeated failure to carry out the Services in accordance with this Agreement.

D. When the above reasons for withholding a Recommendation are removed, Recommendation will be made for amounts previously withheld.

E. Where the system is substantially complete but lacks testing, updates, and/or corrections, amounts shall be deducted from the prices in the Application for Payment/Invoice to amply cover such testing, updates, and/or corrections.

F. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor.

#### **SECTION 14 AVAILABILITY OF FUNDS**

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is 6230001416249910201. The government of Guam and GSWA shall have no liability under this Agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement.

In the event that funds are not available for any succeeding fiscal period, the remainder of this Agreement shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the Agreement is cancelled for insufficient funds, the awarded Contractor shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. GSWA may modify this Agreement based upon the availability of funds in succeeding fiscal periods. In such an event, GSWA shall provide notice to Contractor, and the Parties may attempt to renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, or decide not to attempt renegotiation, then the GSWA shall cancel

this Agreement in accordance with the Guam Procurement Regulations. The government of Guam and GSWA shall have no liability under this Agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement.

## SECTION 15 UNANTICIPATED PRICE ADJUSTMENT CLAUSE

**A. Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:

- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 2) by unit prices specified in the Proposal, Agreement, or subsequently agreed upon;
- 3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
- 4) in such other manner as the parties may mutually agree; or
- 5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

**B. Submission of Cost or Pricing Data.** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GSWA may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

**C. Consumer Price Index (CPI) Adjustment.** The contract price may be adjusted annually based on changes in the CPI. The adjustment shall be calculated by obtaining the CPI for the most recent month available at the time of the adjustment.

Any increase in the contract price due to the CPI adjustment shall not exceed five percent (5%) of the contract price for that year. The adjustment shall be made only upon written request by the Contractor, supported by the relevant CPI data, and approved by the General Manager.

The following formula shall be used to determine if an additional annual CPI adjustment over the 5% maximum would be warranted:

- (1) 0% to 5% annual CPI increase – the annual CPI rate increase would be according to the contract terms;
- (2) 5% to 10% annual CPI increase - the annual CPI rate increase would be capped at 5%;
- (3) 10% or higher annual CPI increase – the annual CPI rate increase would be 50% of the calculated rate increase according to the contract terms.
- (4) For the purposes of this contract the US Bureau of Labor Statistics Web page, the Archived Consumer Price Index Supplemental Files will be used. Specifically for the

next adjustment April 2025 News Release Table 1 "All Items" the comparison between April 2024 and April 2025 will yield % change. The Aforementioned method will be used to determine adjustment.

- (5) By example the comparison between April 2023 thru April 2024 yields 3.4% and this is between 0 and 5% , so the adjustment would be inflated by 3.4% of the previous year costs

## SECTION 16 CHANGES

**A. Change Order.** The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

All contract change orders must be approved in writing by the GSWA on a form approved by GSWA to record change orders.

**B. Adjustments of Price or Time for Performance.** GSWA reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

**C. Written Certification.** The Contractor shall not perform any change order in excess of \$5,000 unless it bears, or the Contractor has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

**D. Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the government of Guam is prejudiced by the delay in notification.



E. **Claim Barred After Final Payment.** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

F. **Claims Not Barred.** In the absence of such a change order, nothing in this clause shall restrict the Contractor's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GSWA's Actions or Omissions or for breach of contract.

## **SECTION 17 COOPERATION WITH THE CONTRACTOR**

GSWA agrees to cooperate fully with the Contractor towards the completion of the Project within reasonable and legal limitations. GSWA shall provide access to any real property upon which the work or services under this Agreement is to be performed, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional property required.

## **SECTION 18 GSWA CONTRACT REPRESENTATIVE**

The Procurement Officer is the individual who has express authority to bind GSWA with respect to all matters requiring GSWA's approval or authorization under this Agreement, excepting written modifications of this Agreement. The Procurement Officer may designate in writing a representative who may also have express authority to bind GSWA under the terms of this Agreement. Except as otherwise provided herein, GSWA's Project Manager does not have authority to bind GSWA without written approval from the Procurement Officer or his designee, as authorized in writing.

## **SECTION 19 PROJECT/SERVICE DEFECTS**

GSWA shall give prompt written notice to the Contractor whenever GSWA observes or otherwise becomes aware of any defect in the Project, Services, or other event that may substantially affect the Contractor's performance of the Services under this Agreement.

## **SECTION 20 REVIEW OF CONTRACT DOCUMENTS AND PERFORMANCE CONDITIONS**

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

## **SECTION 21**

## RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the professional, technical accuracy, and quality of all services and materials furnished under this Agreement. The Contractor shall, without additional cost to GSWA, correct or revise all errors or deficiencies in its performance. GSWA's review, approval, acceptance of, and payment of compensation required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Contractor's failure in the performance of this Agreement; and the Contractor shall be and remain liable to GSWA for all costs of any kind which may be incurred by GSWA as a result of the Contractor's negligent performance of any services contracted under this Agreement.

### SECTION 22 SUBCONTRACTORS

A. **Subcontractor.** A subcontractor is a person or entity who has a direct contract with the Contractor or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

B. **Award of Subcontracts and Other Contracts for Portions of the Services.**

1. Unless otherwise stated in this Agreement, the Contractor, as soon as practicable after execution of this Agreement, shall furnish in writing to GSWA the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GSWA may reply within 14 days to the Contractor in writing stating: (1) whether GSWA has reasonable objection to any such proposed person or entity; or (2) that GSWA requires additional time for review. Failure of GSWA to reply within the 14-day period shall constitute notice of no reasonable objection.

2. The Contractor shall not contract with a proposed person or entity to whom GSWA has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

3. The Contractor shall not substitute a subcontractor, person or entity previously selected if GSWA makes reasonable objection to such substitution.

C. **Subcontractor Relations.** By appropriate written agreement the Contractor shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Contractor, by these Documents, assumes toward GSWA. Each subcontract agreement shall preserve and protect the rights of GSWA under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall have full responsibility under this Agreement, the Proposal Documents, conditions, Plans, and Specifications for any subcontracts which the Contractor may let.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## SECTION 23 OWNERSHIP OF DOCUMENTS

All drawings, specifications, studies, plans, reports, instruments, and other work product, work documents or work materials created by the Contractor in connection with the RFP and Contract Documents shall be the property and shall remain the property of GSWA and may be used by GSWA without any cost.

## SECTION 24 ACCESS TO RECORDS AND AUDIT REVIEW

The GSWA, must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Contractor or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Contractor's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor agrees to abide by the following access, audit, and inspection terms:

A. **Access to Records and Retention.** The Contractor, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the GSWA unless the Offeror is notified in writing by the GSWA to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

B. **Right to Audit.** Contractor shall establish and maintain a reasonable accounting system that enables the GSWA to readily identify Offeror's assets, expenses, costs of goods, and use of

funds. The GSWA shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal, the solicitation, or this Agreement, which are kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Contractor shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by GSWA whether before, during, or after completion of an awarded contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GSWA. Such records shall be made available to GSWA during normal business hours at the Contractor's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GSWA. Contractor shall ensure GSWA has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to GSWA. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GSWA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to GSWA in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the GSWA or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the GSWA may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GSWA findings to Contractor.

C. **Right to Enter and Inspect.** GSWA may, at any time, without notice, enter and inspect the Contractor's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The GSWA may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Contractor's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Contractor or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

## SECTION 25

**EMPLOYEE BENEFITS, TAXES, AND INSURANCE**

Contractor agrees there shall be no government of Guam employee benefits accruing to Contractor under this Agreement, including, but not limited to:

- (a) Insurance coverage provided by the GSWA;
- (b) Participation in the government of Guam retirement system
- (c) Accumulation of vacation leave or sick leave; and
- (d) Workers Compensation coverage.

**A. Status of Contractor.** The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GSWA, and are not employees of either GSWA or the government of Guam. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GSWA at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GSWA a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GSWA for the Contractor.

**B. Tax and Withholding Liability.** The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement, unless Contractor is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

**C. Insurance.** Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GSWA, its officers, directors, employees, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including reasonable



attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage to the extent caused by the negligence or other wrongful or tortious acts of Contractor or Contractor's employees, officers, contractors, directors, representatives, successors, or assigns; or (ii) Contractor's failure to comply with terms of this subparagraph B.

**D. Wage and Benefits Compliance.** Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Contractor further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Contractor assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.

## **SECTION 26 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

The Contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Contractor and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).

**A. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this Agreement. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

1. The Contractor will work with GSWA and the Government to ensure that it has made

every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.

2. The Contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**B. EEO Officer:** The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**C. Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

4. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

5. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**D. Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project workforce would normally be derived.

1. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

3. The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**E. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

1. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.

2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

3. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**F. Training and Promotion:**



1. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

2. Consistent with the Contractor's workforce requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. GSWA may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

4. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

G. **Unions:** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

2. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

3. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to GSWA and shall set forth what efforts have been made to obtain such information.

4. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union

to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Contractor shall immediately notify GSWA.

**H. Reasonable Accommodation for Applicants/Employees with Disabilities:** The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**I. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Agreement.

1. The Contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.

2. The Contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**J. Records and Reports:** The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GSWA.

1. The records kept by the Contractor shall document the following:

- a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

- b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

2. If required, the Contractor and any subcontractors will submit an annual report to GSWA each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement. The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July.

If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

## **SECTION 27 NONSEGREGATED FACILITIES**

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## **SECTION 28 SAFETY: ACCIDENT PREVENTION**

A. In the performance of this Agreement the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation, including all pertinent regulations of the Occupational Safety and Health Administration (OSHA). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its worksite, appliances, and methods, and for any damage which may result from their failure or their improper installation, maintenance, or operation.

B. It is a condition of this Agreement, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Services Hours and Safety Standards Act (40 U.S.C. 3704).

C. It is a condition of this Agreement that GSWA, the Project Manager or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with safety and health standards.

D. **Hazardous Materials.**

1. The Contractor is responsible for compliance with any applicable Federal, State, and local laws or requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Services in the affected area and report the condition to GSWA and the Project Manager in writing.

2. The Contractor shall indemnify GSWA for the cost and expense incurred: (a) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (b) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to GSWA's fault or negligence.

E. **Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

## **SECTION 29 DRUG FREE WORKPLACE**

A. The Contractor shall, within 30 days after award:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establish an ongoing drug-free awareness program to inform such employees about –  
(i) The dangers of drug abuse in the workplace;  
(ii) The Contractor's policy of maintaining a drug-free workplace;  
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and  
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;

4. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:

(i) Abide by the terms of the statement; and  
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

B. The Contractor, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.

C. In addition to other remedies available to GSWA, the Contractor's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

### **SECTION 30 GUAM DEBARMENT**

Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

### **SECTION 31 TERMINATION**

A. **Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.**

1. **Default.** If Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, GSWA may notify Contractor in writing of the delay or on-performance and if not cured in ten days or any longer time specified in writing by GSWA, GSWA may terminate Contractor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GSWA may procure similar supplies or services in a manner and



upon terms deemed appropriate by GSWA. Contractor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**2. Contractor's Duties.** Notwithstanding termination of the Agreement and subject to any directions from the GSWA, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which GSWA and the government of Guam has an interest.

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

**4. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified GSWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Agreement requirements. Upon request of Contractor, GSWA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

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

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

**B. Termination for Convenience**

1. GSWA may, when the interest of GSWA so require, terminate this Agreement in whole or in part, for the convenience of GSWA or the government of Guam. GSWA shall give written notice of the termination to Contractor specifying the part of the Agreement terminated and when termination becomes effective.

2. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

**C. Compensation.**

1. Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the GSWA may pay Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

2. The GSWA and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GSWA, and the contract price of the work not terminated.

3. Absent complete agreement under Subparagraph (2) of this Paragraph, the GSWA shall pay Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for services accepted under the Agreement;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) of this Paragraph;

(iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement.

The total sum to be paid Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amount of payments otherwise made and the contract price of work not terminated.

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

## SECTION 32 SUSPENSION OF SERVICES

A. **Suspension for Convenience.** The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GSWA.

B. **Adjustment of Cost.** If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

C. **Time Restriction on Claim.** No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

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

## SECTION 33



## DISPUTES

- A. GSWA and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the government had issued a decision adverse to the Contractor.
- B. GSWA shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- C. GSWA's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.
- D. This subsection applies to appeals of GSWA's decision on a dispute. For money owed by or to GSWA under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GSWA or from the date when a decision should have been rendered. For all other claims by or against GSWA arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of GSWA. Appeals to the Office of the Public Auditor must be made within sixty days of GSWA's decision or from the date the decision should have been made.
- E. The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- F. The Contractor shall comply with GSWA's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Contractor claims a material breach of the Agreement by GSWA. However, if GSWA determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GSWA.

## SECTION 34 CLAIMS BASED UPON GSWA'S ACTIONS OR OMISSIONS

- A. **Notice of Claim.** If any action or omission on the part of GSWA or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the Agreement in compliance with the directions or orders of GSWA, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Contractor shall have given written notice to GSWA:

- (a) prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;
- (b) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
- (c) within such further time as may be allowed by the GSWA in writing.

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

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

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

**B. Limitations of Clause.** Nothing herein contained, however, shall excuse Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

## **SECTION 35 REMEDIES**

Any dispute arising under or out of this Agreement is subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

## **SECTION 36 INDEMNIFICATION**

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the government of Guam, GSWA, its Project Manager and its Contractors, if any, and the employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to reasonable attorneys' fees, to the extent caused by or resulting from Contractor's performance of the Services. Contractor shall indemnify the government of Guam, GSWA, its Project Manager and its Contractors, if any, and the employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens caused by or imposed without the fault or negligence of Contractor, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or

under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, GSWA, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Contractor shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Contractor shall give GSWA prompt written notice of any matter hereby indemnified against and agrees that upon written notice by GSWA of the assertion of such a claim, action, damage, obligation, liability, or lien, Contractor shall assume full responsibility for the defense (except for professional liability claims) thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

### **SECTION 37 GOVERNING LAW**

Except to the extent United States federal law is applicable, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor/Contractor against the Government, if the claim arises out of or in connection with this Agreement. Contractor also expressly recognizes that all other claims by the Contractor/Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

### **SECTION 38 CONSENT TO JURISDICTION**

Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

### **SECTION 39 GOVERNMENT NOT LIABLE**

A. GSWA and the government of Guam assume no liability for any accident or injury that may occur to Contractor, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. GSWA and the government of Guam shall not be liable to Contractor for any services performed by Contractor prior to the approval of this Agreement by the Procurement Officer and the Contractor hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

#### **SECTION 40 ASSIGNMENT OF AGREEMENT**

It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior express written consent of GSWA. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

#### **SECTION 41 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns, and transferees, except as otherwise provided for under the terms of this Agreement.

#### **SECTION 42 ATTORNEY'S FEES PROVISION**

If GSWA or the government of Guam retains an attorney or attorneys to enforce any of the Provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or GSWA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement, and GSWA prevails, then GSWA shall be entitled to recover from the Contractor GSWA's reasonable attorney's fees, cost and expenses incurred in connection with any such action. If the Contractor retains an attorney or attorneys regarding this Agreement, any recovery of attorney's fees, costs or expenses from GSWA by the Contractor is limited by and subject to the Government Claims Act and any other applicable law.

#### **SECTION 43 STATUTORY INTEREST**

Interest on amounts ultimately determined to be due to Contractor or the government of Guam or OAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

#### SECTION 44 MANDATORY PROHIBITIONS

**A. Prohibition of Gratuities, Kickbacks, and Favors.**

**Gratuities.** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

**Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**Favors to the government of Guam.** It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

**B. Prohibition of Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### SECTION 45 CONTRACTOR'S ETHICAL WARRANTIES

**A. Warranty against Employment of Sex Offenders.** Contractor warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide



services on behalf of Contractor while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Contractor warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Contractor is found to be in violation of any of the provisions of this paragraph, then GSWA will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GSWA, and Contractor shall notify GSWA when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GSWA, then GSWA in its sole discretion may temporarily suspend this agreement.

**B. Covenant against Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**C. Representation Regarding Gratuities, Kickbacks, and Favors.** The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.

**D. Ethical Standard.** Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

#### **SECTION 46 LICENSES**

The Contractor shall be required to obtain all permits and comply with all Federal and Territorial laws and ordinances applicable to its professional licensing and the provision of Services to the Government. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the Services to be provided herein. The Contractor shall provide a copy of all required permits and its current, appropriate business licenses or a statement of exemption pursuant to Title 11 of the Guam Code Annotated §§ 70126 and 70130 within 30 days of the issuance of the NTP.

#### **SECTION 47 SEVERABILITY**

In the event that any provisions of this Agreement shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



#### **SECTION 48 COMPUTATION OF TIME**

Unless specifically stated otherwise, whenever this Agreement, the Contract Documents, or the Proposal Documents provide for a time period of ten (10) days or fewer, weekends and government of Guam holidays are not included in the computation. When this Agreement, the Contract Documents, or the Proposal Documents provide for a time period of more than ten (10) days, weekends and government of Guam holidays are to be included in the computation.

#### **SECTION 49 NOTICE**

All notices, requests, demands and other communications (collectively, "Notices") or any other communication required under this Agreement shall be in writing and shall have been deemed to have been duly given if placed in the U.S. mail, certified mail, return receipt requested or by commercial courier or delivery service which provides a delivery tracking feature, addressed as follows:

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY INC.**  
ATTN: WILLIAM JANASAK  
1001 ARMY DRIVE SUITE 103  
BARRIGADA, GUAM 96913

**GSWA**  
ATTN: IRVIN L. SLIKE  
546 N. MARINE CORPS DR.  
TAMUNING, GUAM 96913

Said Notices shall be deemed given on the earlier of (a) actual receipt; or (b) ten (10) business days following the date such notices are deposited in the U.S. Mail, properly addressed and sent via certified mail or placed with a commercial courier or delivery service. If the last day of any notice period falls on a Saturday, Sunday, or federal holiday, such notice period shall be extended to the next regular business day. Either party may change the address or designated person for receiving Notices by providing notice to the other party in accordance with this Section.

Contractor shall be responsible for giving all notices to GSWA, the Project Manager, or any third parties required by law, in accordance with the Contract Documents, Proposal Documents and/or the Agreement. If the Contractor observes that the Agreement is at variation with any laws, ordinances, rules, or regulations, the Contractor must promptly notify GSWA in writing as set forth in this section, and any necessary changes shall be adjusted by change order in accordance with the terms of this Agreement.

#### **SECTION 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**


Contractor stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to this Agreement and to all Contractor's actions pertaining to this Agreement. The False Claims and Whistleblower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

**SECTION 51  
TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement.

**CONTRACTOR**

  
 Cecil W. Brown, Vice President  
 EA Engineering, Science, and Technology, Inc

Date: 11/18/2024


**GUAM SOLID WASTE AUTHORITY**

  
 Irvin L. Slike, General Manager  
 Guam Solid Waste Authority


Date: 11/15/24

**CERTIFIED FUNDS AVAILABLE**

Contract Amount: \$291,666.67


  
 Kathrine B. Kakigi  
 GSWA Comptroller  
 Government of Guam  
 Cost Center: G/L 3 Account #: 6230001416259910201  
 Date: 11-19-24

**APPROVED AS TO LEGALITY AND  
FORM:**

  
 DOUGLAS B. MOYLAN  
 Attorney General of Guam

Date: 01/29/2025

**APPROVED:**

  
 LOURDES A. LEON GUERRERO  
 Governor of Guam

Date: 2/5/2025

**ORIGINAL**

**ATTACHMENT A  
SCHEDULE OF SERVICES**

**ATTACHMENT B  
CONTRACTOR'S COST PROPOSAL**

**YEAR 1:**

<b>EA RATES</b>		<b>TETRA TECH RATES</b>	
Principal-in-Charge	\$297.15	Sr. Principle	\$345.00
Project Manager	\$240.96	Principle	\$305.00
Sr. Engineer	\$233.44	Division Professional II	\$279.00
Mid. Engineer	\$157.85	Division Professional I	\$254.00
Jr. Engineer	\$100.76	Project Professional VII	\$236.00
Sr. Geologist/Hydrogeologist	\$200.78	Project Professional VI	\$216.00
Mid. Geologist/Hydrogeologist	\$149.67	Project Professional V	\$192.00
Jr. Geologist/Hydrogeologist	\$114.55	Project Professional IV	\$176.00
Sr. Chemist	\$226.65	Project Professional III	\$151.00
Environmental Technician	\$109.78	Project Professional II	\$138.00
Sr. Data Administrator	\$186.81	Project Professional I	\$126.00
Sr. Scientist	\$182.10	Technician IV	\$158.00
Mid Scientist	\$146.43	Technician III	\$139.00
Jr. Scientist	\$92.59	Technician II	\$118.00
Sr CADD Technician	\$131.44	Technician I	\$95.00
Clerical	\$101.84	Administrative Assistant	\$99.00

<b>TASK ORDER</b>	<b>PROJECTED COST (Year 1)</b>
Layon DMP rds 27 & 28	\$235,000.00
Layon Leachate	44,000.00
Layon LF Interim LFG Design	40,000.00
Ordot Operations Manual	31,000.00
<b>Total:</b>	<b>\$350,000.00</b>

**ANNUAL BREAKDOWN:**

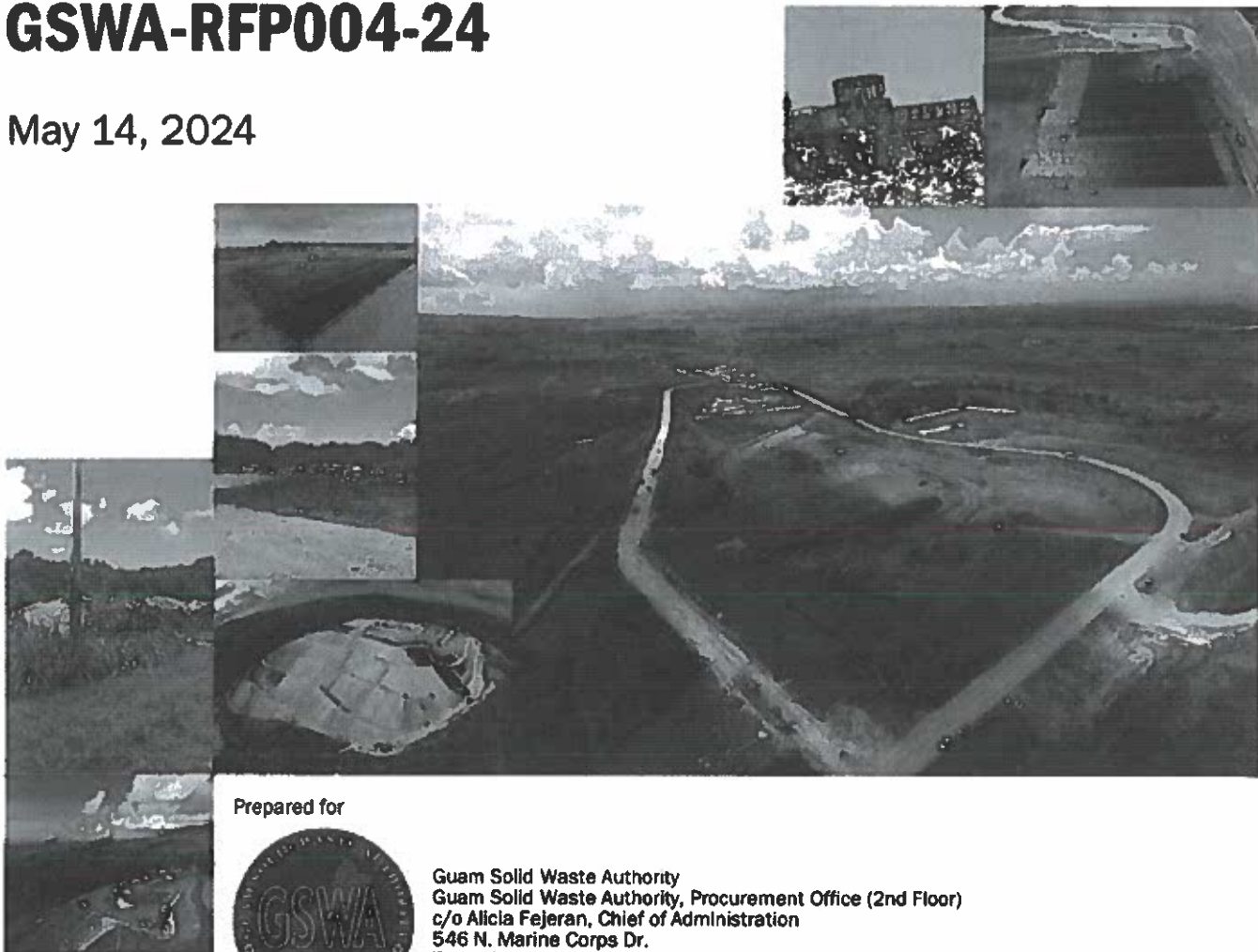
<b>YEAR 1</b>	\$350,000.00
<b>YEAR 2</b>	\$242,050.00
<b>YEAR 3</b>	\$249,311.50
<b>Total:</b>	<b>\$841,361.50</b>



Proposal for

# Landfill Compliance & Engineering Services GSPA-RFP004-24

May 14, 2024



Prepared for



Guam Solid Waste Authority  
Guam Solid Waste Authority, Procurement Office (2nd Floor)  
c/o Alicia Fejeran, Chief of Administration  
546 N. Marine Corps Dr.  
Tamuning, Guam 96913  
[procurement@gsa.guam.gov](mailto:procurement@gsa.guam.gov)

Submitted by

EA Engineering, Science, and Technology, Inc., PBC  
1001 Army Drive, Suite 103  
Barrigada, GU 96913-1402  
Telephone: 671-646-5231  
Fax: 671-646-5230  
[www.eaest.com](http://www.eaest.com)



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### Exhibits (Behind Exhibits Tab)

Exhibit 1. EA Office Locations Map

Exhibit 2. Subcontractor Marketing Data

Exhibit 3. Team Organizational Chart

### Attachments (Behind Attachments Tab)

A – Team Resumes

B – Required Forms

C – Offeror Licenses





EA Engineering, Science,  
and Technology, Inc., PBC

1001 Army Drive, Suite 103  
Barrigada, GU 96913-1402  
Telephone: 671-646-5231  
Fax: 671-646-5230  
[www.eaest.com](http://www.eaest.com)

14 May 2024

Guam Solid Waste Authority, Procurement Office (2nd Floor)  
c/o Alicia Fejeran, Chief of Administration  
546 N. Marine Corps Dr.  
Tamuning, Guam 96913

**Re: Landfill Compliance & Engineering Consulting Services; RFP No. GSWA-RFP004-24**

Ms. Fejeran,

EA Engineering, Science, and Technology, Inc., PBC (EA)—along with our teaming partner—is pleased to submit this proposal to the Guam Solid Waste Authority to provide Landfill Compliance & Engineering Consulting Services. We are excited for the opportunity to continue our strong partnership in supporting GSWA.

This proposal was prepared in accordance with RFP No. GSWA-RFP004-24 requirements and associated addenda (acknowledged copies provided as Attachment D). As you will see in the following response, the contents of this proposal demonstrate our extensive experience and qualifications to provide solutions-oriented and cost-effective waste management services to meet the needs of the GSWA and its members.

We understand GSWA and the work required. For more than 30 years, EA has maintained a strong presence on Guam as a business partner and community member. A leading provider of environmental, health and safety regulatory compliance; site characterization and remediation; water and natural resources management; infrastructure engineering and management; and information technology solutions, EA has successfully executed a variety of challenging regional projects for federal, state, municipal, and commercial clients. As a result, EA has earned an outstanding reputation for technical expertise, responsive service, and judicious use of client resources. To date, EA has a pool of over 690 collaborative professionals to support clients through a well-integrated network of 27 commercial and 5 satellite residential offices, including 15 full-time employees on Guam. EA is fully licensed to conduct business on Guam and our Guam office is experienced and strategically located to support the proposed work.

- **Legal name of Offeror; location of principle place of business:** EA Engineering, Science, and Technology, Inc., PBC (EA); 225 Schilling Circle, Suite 400, Hunt Valley, Maryland (USA) 21031.
- **Location of the formation of Offeror's business entity:** Founded in Maryland (USA) - 21 August 1973 and Incorporated in Delaware (USA) - 11 September 1986
- **Current places of operations and other projects:** On Guam: 1001 Army Drive, Suite 103, Barrigada, Guam 96913, *over 400 projects completed on Island*; Headquarters: Maryland, USA (Address above). Places of operations and other projects: 25 additional offices (Exhibit 1. EA Office Locations Map) throughout the United States, *over 1,800 projects executed annually*.

We are confident the EA Team brings the required technical expertise, problem solving ability, and local experience to meet your goals. Mr. William (Billy) Janasak, a Project Manager with EA, is the point of contact for this project out of our Guam office. Mr. Janasak is highly experienced with the work required and can support the project from start to finish. He can be reached at 671-646-5231 or [wjanasak@eaest.com](mailto:wjanasak@eaest.com) at your convenience. We look forward to this opportunity to work with you on this project.

Sincerely,

Cecil W. Brown, "Chip"  
Vice President and Manager, Pacific Island Operations

#### Why the EA Team?

- ✓ More than 35 years of experience working with the Solid Waste Authority on Guam
- ✓ Significant role on Ordot Dump Closure contract as a subconsultant
- ✓ Our teams working together on the current contract—no learning curve
- ✓ We know the members' facilities and the challenges they face
- ✓ 15 EA personnel on Guam ready to meet program goals
- ✓ Familiarity with GSWA, this program's overarching goals, rules/regulations and more



29 January 2024

**TO:** Cecil ("Chip") Brown, Jr., VP/PCM  
**FROM:** Ian D. MacFarlane, CEO and President  
**CC:** Bradford Bigler, Vice President & General Counsel  
**SUBJECT:** Letter of Delegation - Contract Signature Authority

In accordance with EA's policies and procedures, you are delegated contract signature authority with the following limitations:

Dollar amount/Contract Type: Unlimited IDIQ's (Restricted to Contracts designated as Program Manager) & \$ 5,000,000.00 All other contracts (Restricted to Departments 7400 and 7500).

**Miscellaneous:**

- (1) Prior to exercising any contract signature authority, all Contracts/Task Orders/Modifications/Reps and Certs, etc., shall be forwarded to Legal/Contracts for review and approval.
- (2) Contract Signature Authority includes authority to execute contract modifications subject to the same restrictions listed per individual.
- (3) Signature authority may not be delegated except by the authority of CEO.
- (4) Conflicts of Interest should be avoided/mitigated and brought immediately to the attention of EA's General Counsel.
- (5) All subcontracts and direct project purchases must go through the EA Procurement System.
- (6) Certificates of Current Cost and Pricing may only be signed by the CFO or Controller.
- (7) Only those that have "and leases" can sign leases.
- (8) Counter signature of Bonds is limited to SVP's and above after approval by Legal/Contracts.

Failure to abide by the delegated signature authority limitations will lead to the suspension, revocation, or termination of your signature authority by the President. As appropriate, additional adverse personnel action will be taken against individuals who violate their delegated authority. A copy of this Letter of Delegation will be forwarded to Human Resources and made part of your permanent employee file. This authority is valid until such time that it is either amended, revoked or you are no longer employed by EA.

Please do not hesitate to contact me with any questions or concerns regarding this matter.

**ACKNOWLEDGEMENT**

I hereby acknowledge that I was fully briefed and understand the limitations of my signature authority.

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Ian D. MacFarlane', written over a horizontal line.

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

03 MAY 2024

## Section 1. Proposed Plan to Perform the Required Services (RFP Section I, Item K)

EA Engineering, Science, and Technology, Inc., PBC (EA), as prime—along with our teaming partner, Tetra Tech, Inc.—bring specific, relevant expertise and experience to tackle the complex, concurrent tasks required under this contract. The EA Team will deliver the required combination of specialized services with our local regulatory knowledge, regional proximity, municipal contracting experience, and proven performance. Over the years EA has demonstrated an ability to achieve multiple objectives within tight schedules for GSWA. The EA Team can complete all scope areas requested.

### Exceptional Team

The EA Team has the abilities, qualifications and experience to provide the services requested under this RFP. Over the past 15 years, our chosen Team has developed strong relationships with the receiver and the solid waste authority while executing the exact work required. The key staff members have not changed, and our team does not have a learning curve. We know the members' facilities and the challenges they face. We can anticipate challenges and implement Best Management Practices to meet the goals of GSWA, as we have done before. Our local team is vested in sustainable waste management solutions that benefit our families and communities.

### 1.1 Overall Project Understanding

This GSWA contract and projects will provide professional Landfill Engineering Consulting Services for various matters relating to landfill improvements, cell closures, construction plans and phase services, procurement processes, and environmental compliance. The contract will provide for the issuance of Work Authorizations (WA) requiring a variety of Landfill Consulting Services as needed and determined by GSWA. Each WA will be negotiated with the selected firm. The contract, as noted, is an indefinite delivery indefinite quantity (IDIQ) type contract and GSWA does not guarantee any number of WAs to be issued.

### 1.2 Approach

An important factor in the selection of a contractor for GSWA is the team's ability to manage the overall contract and individual WAs. EA's success in coordinating work quickly and executing in a high-quality manner is dependent upon two elements: (1) qualified, communicative, and responsive project teams led by experienced managers; and (2) in-place administrative, financial, and project management systems. Our technical approach for executing this contract is based on EA's many years of experience working in Guam and the surrounding region on projects of similar scope. Our success has been highlighted by our repeat clients, over 80%, showcasing our ability to be responsive and ability to conduct work that is technically sound, completed on time, and at or below the budgeted cost. EA's approach and methodology to complete work is described below:

### 1.3 Methodology

#### Landfill Engineering Tasks

##### Permitting for Landfill Improvements

The current Solid Waste Management Permit (Permit Number 20-008) for the active Layon Municipal Solid Waste Landfill (Layon Landfill) was issued by Guam EPA on February 10, 2020 and expires April 30, 2025. Prior to planning or implementing any changes to the landfill documents or facility layout and operations, the Guam EPA Administrator must be given notice. The EA Team has an excellent working relationship with the current Administrator and will be available to GSWA for any notification or meetings necessary to make improvements to operations at the facility. It is our experience with Guam EPA that in-person meetings are most effective in resolving any issues or discussing the need for design review or modification requests for the solid waste facilities on Guam.

**Revisions to operations manuals**—EA is familiar with developing and modifying landfill operations plans and manuals in accordance with 40 CFR Part 258 and specific Guam requirements of Guam Solid Waste Disposal Rules and Regulations (GSWDRR). The revisions to the operation plan would need to be approved by the Guam EPA Administrator as a minor modification under GSWDRR § 23104(h) and shall be noted in the operating record for the facility.

**Revisions to Solid Waste Acceptance of Materials**—The current Permit is for disposal of non-hazardous solid waste that may include municipal solid waste, commercial waste, and special waste. The Permit details the types of Solid Waste Accepted in Section IV.A.2, Solid Waste Excluded in Section IV.A.3, and Special Wastes in Section IV.A.5. Waste streams and waste types to be accepted at waste facilities can be proposed to Guam EPA for discussion according to the Permit. EA recently completed an amendment to the operations manual entitled "Book 7", which has been accepted by Guam EPA. This has allowed GSWA to accept asbestos, treated lumber, contaminated soils, sand blast material, and FOG waste.



**Air and Water regulations as may apply to the landfill design to include, but not limited to review, permit revisions, recommendations**—Any design projects will comply with air criteria requirements specified in GSWDRR § 51110(8), GAPCSR, Sections 1103.4 and 1103.11, and Book 4, Operations Plan, Section 6.3 as indicated in the Permit.

**Preparation of preliminary and final construction plans and contract documents as may be required**  
EA team members have been involved in the preparation preliminary and final construction plans and contract documents for landfills world wide. EA staff supported the Construction Management (CM) and Construction Quality Assurance (CQA) for many of these facilities. This experience gives EA insight into lessons learned to apply to the current contract with GSWA.

**Contract documents shall include bid forms, notice to bidders, instructions to bidders, advertisements, bid proposal, contract forms, bonding and insurance requirements, and technical specifications for projects less than \$400,000 in cost**—EA has extensive experience in assisting with the preparation and updating of the "front end documents" including "bid forms, notice to bidders, instructions to bidders, advertisements, bid proposal, contract forms, bonding and insurance requirements." We work close with owners and their procurement departments to update boilerplate documents and modify them based on the project-specific details. Our project managers coordinate with owners and other appropriate parties to make the final adjustments for issuance. With regards to technical specifications, our team is continually updating the technical specifications used on Guam for the island's unique conditions and evolving technologies that may be adaptable to Guam. EA is well versed in all technical specification formats used on Guam including but not limited to Construction Specifications Institute (CSI), all military formats (WBDG/UFC/USACE), and even ANS Z245 national standards for waste and recycling equipment, facilities, and operations.

**Opinions of Probable Construction Costs based on final construction plans**—EA has an extensive database of prior and recent GSWA, Guam Waterworks Authority (GWA), Department of Public Works (DPW) and other Guam agency projects that are pertinent for developing unit pricing for cost estimates. We compile this and develop projections for each project as close to the time of bidding as possible. We use cost and schedule risk registers to develop escalation cost factors for different project elements and apply these along with an escalation factor for the mid-point of construction for future projects. If needed, we employ the services of a professional cost estimating firm to support our effort on complex vertical projects and projects where no existing cost database exists. In addition to providing Opinions of Probable Cost, as part of our services our team can also provide life-cycle cost feasibility studies, operating costs and a lifecycle cost projections, preconstruction costs, future cell development costs, financing assumptions, debt service payment, personnel and annual operation and maintenance (O&M) costs; cell closure, post-closure and landfill gas system maintenance costs, and environmental control costs.

**Prepare and submit documents for regulatory review**—EA will use in-house Subject Matter Experts (SME) to prepare and submit any documents for regulatory review by local or federal agencies. This allows us to manage the process to stay ahead of delays, manage regulatory agency expectations, and the outcome in the form of permit conditions. We take a proactive approach and communicate with the agencies to get their approval and confidence early in the process. We follow this up with high quality deliverables that meet all their submission requirements and then advocate for the most sensible and practical conditions that benefit GSWA and are acceptable to the regulators.

**Assist the GSWA in obtaining approvals and permits as necessary to comply with applicable federal, state and local regulations**—Permitting can be a lengthy process and is often on the critical path of the project schedule. EA can assist with this process utilizing our established relationships with all local and federal agencies with oversight on solid waste activities on Guam so that the issuance of permits does not affect the project schedule. This can be done by maintaining close contact with the regulatory agencies and initiating the application process even before the Contractor has been selected with preliminary routing to key agencies that will require approval. Environmental permitting and NEPA process is a very familiar service that our team can provide, including natural resource surveys, archeological surveys, and correspondence with Guam agencies throughout the permitting process. Typical deliverables would include permit packages for preliminary and final routing.

**Provide environmental site assessment, wetland determination, etc., as appropriate or required for each project**—Again, EA will reach back to our in-house SMEs for environmental site assessment, wetland determination, as required for each task. This allows us to quickly engage field crews and process permits for any fieldwork that may require it. We take the same proactive approach and communicate with the agencies to get acceptance and confidence early in the process. We follow this up with high quality deliverables as early as possible with initial key field data findings communicated and discussed with the regulators as the work progresses.

**Bidding services as may be required from time to time with activities**

**Preparation of final bidding documents**—The team will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided through a Bid Package Review memorandum if required and updates will be made and production of final bid documents completed prior to issuance.

**Assistance with bidding process**—We will assist GSWA in the management of the bid, prepare for and conduct the pre-bid conference and site visit(s), manage and assist with Request for Information (RFI) responses and addendums during the bid period, including printing, assembly, and issuance of the bid packages, if required.

**Evaluation of bids and recommendation to award**—After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness and responsiveness to the bid solicitation with a detailed emphasis on the apparent low bidder(s). The CM will work with GSWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined. Upon completion of this process, the CM will provide a technical memorandum summarizing the bid review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance for compliance with bid requirements and procurement regulations, bid analysis and Contractor selection. Typical deliverables would include: Pre-Bid Conference Agenda, Pre-Bid Conference Minutes, Pre-Bid RFI Responses, Addendums, Technical Memorandum(s) including but not limited to: document review, bid analysis, and Contractor selection.

**Other activities as required by procurement or project financing**—EA is extremely experienced in a wide range of activities that may be associated with the bid period including: constructability reviews of the design documents to verify that the design is clearly presented and identify areas of potential construction-related conflicts or risks which may lead to substantive changes to the design, schedule, or cost of the project have been mitigated as practicable. Another item is evaluation of the Contractor's detailed Schedule of Values (SOV) and proposed payment drawdown to look for front loading or discrepancies that could cause payment imbalances later in the project. Typical deliverables would include: Constructability Review Comments and Pre-Quantifications/SOV Recommendations Memo.

**Construction Phase Services as may be required from time to time with activities**

The project team can administer the construction contract as the authorized representative of the GSWA or provide a support role. In either case, EA will verify that work is accomplished in accordance with the approved plans, specifications and contract documents; confirm that the quantity and quality of materials used on the project are acceptable; ensure compliance with funding requirements; and manage the safety of our staff and monitor contractor compliance with safety requirements.

**Provision of construction staking and/or CQA surveying in support of requirements of project**—EA will use one of the available on-island Guam-licensed surveyors with an acceptable performance record on GSWA and government of Guam projects such as DCA, Guam Surveyors or similar that do not have a conflict of interest with the contractor or other parties at the time of performance. We also have the capability to provide drone survey technology in house or by using a local drone company for aerial surveys. This gives GSWA the greatest flexibility and adaptability for each project location and unique project circumstances. Wherever possible we will utilize the same surveyor for repeat or follow-up work to ensure the greatest accuracy with the least amount of effort.

**Provision of geotechnical services in support of CQA requirements for project**—In addition to internal EA resources, we propose to use one of the available on-island geotechnical firms with an acceptable performance record on GSWA and government of Guam projects, such as Geo-Engineering, Pacific Soils Engineering & Testing, ENGEO or similar that does not have a conflict of interest with the contractor or other parties at the time of performance. Again, this gives GSWA the greatest flexibility and adaptability for each project location and unique project circumstances. In the case of geotechnical CQA support we will maintain one single firm for each project and would not mix consultants unless the task at hand were rudimentary and would not be affected by using another firm that may be available at the time the service is needed; we do not delay or hold up the construction contractor waiting on a testing firm.

**Coordination and oversight of construction including meetings, payment review, RFIs, etc.**—We will develop and implement a Construction Management Plan (CM Plan) including guidelines for project organization and coordination in the field, standard daily operations, change order procedures, reporting and record keeping, submittal and RFI review procedures, management of meetings, Pay Request review and processing; daily, weekly, monthly, and quarterly construction observation and reporting; progress photographs and videos (live video feed if desired); coordination with all parties including GSWA, operators, contractors, and stakeholders; quality management, schedule and cost controls, and



labor and payroll report monitoring, among others. The CM Plan sets forth these procedures and the CM team's approach for construction. The CM Plan will serve the CM, GSWA, and the Contractor by defining the project, project team members and their roles, coordination among team members, procedures, key project milestones, and schedule constraints. By establishing these parameters early in the project, the CM Plan will help control resources and costs, establish communication and coordination between the CM, Contractor, and GSWA; and ultimately contribute to project success.

**Review and approval of shop drawings and samples**—The team will review and act on (accept or reject) and provide comments regarding shop drawings, samples, work drawings, material submittals, and other similar document such as traffic control plans, safety plan, demolition plan, and other submittals for conformance with the Contract Documents. The reviewer(s) shall be an SME in the information being reviewed. All shop drawings, sample submissions or any other kind of submittal shall be tracked in our project information management system and will be available to GSWA online 24/7.

**Prepare certification documents for regulatory submittals**—The team shall prepare any and all certification documents after written acceptance of the work by GSWA. Typically, these are submitted in the form of a Final Report with attachments and a narrative documentation of all significant design and construction events and issues, along with all regulatory required certification documents. This also becomes an historical record for the project and typically includes all: communication documentation, design documentation, construction documentation (including substantial/final completion and regulatory certification documents), warranty information, O&M information, and an asset management registry.

**Prepare Operations and Maintenance Manuals as may be required**—EA has extensive experience in preparing, reviewing, and commenting on O&M manuals. In general, we follow USEPA guidelines for preparation of these when it comes to projects with major environmental consequences such as solid waste projects. The O&M Manuals require special writing skills to be able to convey the information in an organized and comprehensible manner. The O&M Manual should cover all operation and control information for all facility processes and equipment including process description, relationship to adjacent units, classification and controls, major components, common operating problems, start-up procedures, normal operation, alternate operation, and emergency operation and failsafe features. In addition, the manual should include maintenance-related issues like planning and scheduling, storage and inventory, costs and warranty as well as discussion on personnel requirements, qualifications, and certifications; testing requirements, record keeping, safety, and utilities.

**Preparation of record drawings, as-builts, plans, etc., as may be required**—The team will work with the construction contractors to review the as-built drawings after each weekly meeting. This has become common practice for our CM teams and ensures that the drawings are current and capture any deviations from the original plan set. EA will maintain a set of red-line as-built drawings on site and will be available for GSWA review at any time. In addition, monthly as-built documents shall be uploaded to the project management software system which would allow GSWA and GSWA-approved stakeholders 24/7 access to this information.

#### Environmental services

**Leachate control compliance with facility Permit**—The leachate from the Layon Landfill is treated at GWA Inarajan Wastewater Treatment Plant (WWTP). EA has consistently performed leachate compliance monitoring twice monthly at the Layon Landfill since September 2011 following the Guam EPA, USEPA, and GWA accepted monitoring program and Quality Assurance Project Plan (QAPP). Layon Landfill leachate data consists of leachate flow and quality analytical results. The purpose of these data sets is to determine the possible impact of leachate on the Inarajan WWTP and if pretreatment of leachate would be required at the landfill. Reports are submitted to GSWA and GWA quarterly and assess leachate flow and water quality data in relation to triggers detailed in the QAPP with regard to the observable trends in the data. EA has an excellent understanding of the data and requirements of the Permit.

**RCRA Title 40 CFR 265.301**—Landfill Design and Operating requirements state that the owner or operator of each new landfill unit, each lateral expansion of a landfill unit, and each replacement of an existing landfill unit must install two or more liners and a leachate collection and removal system above and between such liners, and operate the leachate collection and removal system, in accordance with § 264.301. The proposal team has included supporting information detailing many landfill designs that comply with RCRA Title 40 CFR 265.301. On Guam, the team has designed the Layon Landfill, expansion of Cell 3, and closure of the Ordot Facility.

**Post-closure care in accordance with facility permit and applicable 40 CFR Part 258 Subpart F Stormwater Management Regulations**—EA is experienced in post-closure care requirements. We have provided leachate monitoring and stormwater monitoring of closed landfill facilities for many years. Stormwater management is an important and key component to post-closure of landfill facilities and we have been providing these services to GSWA and other municipalities for more than a decade.



**Stormwater management in accordance with Title 40 Part 445 Subpart B 445.20**—In accordance with the updated Layon Landfill Stormwater Pollution Prevention Plan (SWPPP), collection of stormwater samples from 11 outfalls will be performed quarterly and during significant rain events during the calendar year. Sample results will be compared to the established Sector-Specific Benchmark limits as defined in the SWPPP and the Multi-Sector General Permit (MSGP) Section 8.L.9, Table 8.L-1. The MSGP Section 8.L.11 states that monitoring annually (set forth at 40 CFR Part 445 Subpart B), numeric effluent limitations apply to contaminated stormwater discharges from a Landfill Facility that has not been closed in accordance with 40 CFR 258.60. If stormwater is determined to be contaminated, annual monitoring will be performed.

**Title V section 302 support activities and Greenhouse gas reporting activities as may be required**—EA has been providing support for all air quality regulatory compliance activities associated with the operation of multiple municipal solid waste landfills since its initial Title V permit issuance. EA prepared applications for preconstruction permits for newly installed emissions units, 5-year renewal application of Title V permit, and annual Title V compliance documentation submittals including Annual Emissions Certifications, Annual Compliance Certifications, 5-Yr NMOC testing, and Semi-annual Deviation Reports as well as EPA e-GGRT reporting of greenhouse gases under the Green House Gas Mandatory Reporting Rule.

### **Landfill Groundwater Tasks**

**Provide routine monitoring in accordance with RCRA Title 40 Chapter 1, Subchapter 1, Part 258 Subpart E and consultation activities related to groundwater and gas migration.**

EA currently performs the groundwater and surface water compliance monitoring during the wet and dry seasons at Layon Landfill. Samples are collected and analyzed in accordance with the most recently approved Detection Monitoring Program (DMP), QAPP, and Sampling and Analysis Plan (SAP) documents. The DMP includes the collection and analysis of surface water and groundwater samples from point-of-compliance sample locations. In addition, the compliance monitoring at Layon Landfill addresses landfill gas monitoring, subdrain water monitoring, and stormwater benchmark monitoring. Water samples will be analyzed for constituents listed in Appendix I of Title 22, Division 4, Chapter 23, Article 5 GSWDRR.

Landfill gas is currently monitored at the three landfill gas monitoring wells installed along the perimeter of Cells 1, 2, and 3. Each well and the operations office and maintenance buildings are monitored for methane gas concentrations. The current plan states that if any gas concentration exceeds the lower explosive limit (5 percent by volume for methane), GSWA and Guam EPA will be notified so that additional evaluation can occur and precautions to protect human health and the environment can be implemented, if necessary. The results of the sampling events are submitted to the GSWA and Guam EPA quarterly. Notice of a non-compliance event shall be submitted by GSWA to Guam EPA as required by the facility Operation Plan Permit. All fieldwork and analysis will be conducted in accordance with the DMP, and the 2010 (or most recently updated) Specific Water Quality Monitoring Plan QAPP and SAP.

**Contract directly with a qualified laboratory in accordance with RCRA Title 40 Chapter 1, Subchapter 1, Part 258 Subpart E to perform analytical work. Laboratory must maintain EPA certificate throughout term of contract.**

EA will utilize SGS Laboratories, located in Orlando, Florida to perform sample analysis for groundwater, surface water, leachate, and stormwater. In addition, for short turn-around analyses, EA will use FQ Labs in Honolulu, Hawaii and occasionally the WERI laboratory at the University of Guam. All laboratories hold current NELAP and USEPA certificates and EA will ensure that certifications are updated annually throughout the term of the contract. EA maintains in-house database administrators, scientists and chemists with extensive experience in analytical data management systems and landfill monitoring databases. The project data summary tables presented in the summary reports will be generated from the data held in the project database after validation is complete.

**Perform statistical analysis, report preparation, and any other reporting required.**

The analytical results from the DMP groundwater and surface water samples will be compared to their intrawell baseline control limits (BCLs). The BCLs for wells at Layon Landfill are included in the DMP Work Plan. The DMP groundwater data evaluation follows the procedures specified in the DMP Plan using the March 2009 Unified Guidance as a basic framework, with inputs from the project statisticians and consultants to the USEPA. Groundwater and surface water monitoring reports are submitted biannually and must be submitted to Guam EPA within 90 days of the last sample collection. Leachate and landfill gas reports are submitted quarterly. Stormwater monitoring reports are submitted 30 days after data is received from the laboratories and the annual MSGP stormwater report is submitted in January to the USEPA via netDMR website.

**Install additional ground water monitoring wells (as-needed).**

If during the contract period it is determined that the current well monitoring network is not effective or needs additional monitoring points installed, EA will provide the required labor and equipment to perform the work. The need for additional

monitoring wells could be due to trends in data that require sample collection outside of the current network of wells, damage to wells, or additional cells or borrow pit construction at the site. Additional landfill gas monitoring wells may also be required to monitor for compliance to ensure landfill gas is not migrating outside of the landfill property boundaries.

There are two Guam-Licensed well drillers on Guam, Marianas Drilling Inc. (MDI) and Allied Pacific Drilling, Inc. (APDI) that can provide well drilling support to EA on this contract. Both companies are capable of providing services for the following areas: water well drilling, underground probing, geotechnical test pitting, environmental drilling and sampling, subcontract drilling, soil and foundation investigation, and geological engineering.

A Guam licensed professional surveyor would be contracted to determine the location and elevation of each of the new wells installed at the landfill. EA has an excellent working relationship with multiple qualified surveying companies on Guam that have experience working at the Layon Landfill.

## Section 2. Abilities, Qualifications and Experience (RFP Section I, Item L)

### 2.1 Project Team and Organization

The team organizational chart is provided as Exhibit 3.

#### EA Engineering, Science, and Technology, Inc., PBC

For nearly 30 years, EA has maintained a consistent presence on Guam as a business partner and community member. A leading provider of environmental, compliance, natural resources, and infrastructure engineering and management solutions, EA has successfully executed a variety of challenging regional projects for federal, state, municipal, and commercial clients. As a result, EA has earned an outstanding reputation for technical expertise, responsive service, and judicious use of client resources. Our Guam office (established in 1994) has approximately 15 full-time professionals and is strategically located to support the proposed contract. Additionally, EA is licensed to conduct business on Guam. Please see Attachment C for EA's licenses.

Providing solid waste management services since our founding, EA's project portfolio is strong, providing a full range of solid waste services from landfill siting, permitting, and public involvement through new cell design, closure design, hazardous waste handling, landfill gas compliance, landfill gas collection and beneficial use, recycling studies, convenience centers, composting and recycling, construction, and operation assistance. Our project managers and design engineers have a wealth of experience with engineering municipal waste, industrial waste, and hazardous waste landfills, as well as yard trim and food scrap compost facilities. We work at landfill sites across the country, ensuring regulatory compliance and cost savings to our clients.

Over the years, EA has demonstrated our leadership in the industry by executing nearly \$3 billion in environmental services for commercial, municipal, state, and federal clients. We have performed over \$6.8 million in solid waste work (over 50 WAs) on Guam. We have worked at more than 100 solid waste sites nationwide and take pride in bringing innovation and cost savings to our clients.

#### Tetra Tech, Inc.

Tetra Tech is a leading, global provider of consulting and engineering services. The firm's solid waste practice features more than 600 landfill engineering, construction, and operations support personnel who are performing more than 1,600 solid waste projects worldwide. *Engineering News-Record* has ranked Tetra Tech as a leading solid waste consultant for 15 years. The firm has 40 years of experience in landfill development and closure design. This includes expertise in traditional landfill engineering services (liner, cover, drainage, landfill gas / environmental controls); as well as in the design of landfill civil infrastructure (roads, stormwater controls, buildings, utilities, and administrative facilities). We also are a leader in the design of "next generation" waste management facilities such as composting facilities, anaerobic digesters, and landfill gas to electricity/fuel programs. Tetra Tech's project experience in the Pacific includes the design of a new landfill and transfer station on the island of Tinian, (CNMI), landfill expansion design (County of Kauai), landfill gas management (County of Maui), and plastic waste minimization planning in the Philippines (USAid).

### 2.2 Key Staff, Qualifications and Experience, Time Commitment

The EA Team will be managed by Billy Janasak, P.E., who will provide overall client management services to the GSWA and ensure that the most-qualified, cost-effective project teams are assembled for each project. Task Managers have been identified for the major services categories identified in the RFP and they will serve as technical leaders and potential project



managers for specific work assignments. Our team has identified the following personnel as key to support this effort (Table 1 below.) Staff are committed to the project and will not be removed or replaced without consideration of the impact on the contract and written approval from GSWA.

**Table 1. Key Personnel and Time Commitment (% available)**

Name	Role	% Time Available
Cecil "Chip" Brown, Jr.	Principal-in-Charge (EA)	25%
Mark Gutberlet, P.E.	Senior Technical Review	10%
Billy Janasak, P.E.	Project Manager (EA)	50%
Krystal Quijano	Assistant Project Manager (EA)	50%
Bob Shambach, P.G.	Task Manager-Geology (EA)	50%
Laura Jo Oakes, P.E., BCEE	Task Manager-Civil/Environmental Engineering (EA)	20%
Brenda Nuding	Task Manager-Chemistry/Data Management	25%
Garth Bowers, P.E. (TT)	Task Manager-Construction Phase Support	25%
Calen Moore, P.E. (TT)	Task Manager-Multi-Disciplinary Solid Waste Design	20%

## 2.3 Unique Qualifications, Technical Training, Education, Experience, and Licenses of Key Personnel

EA staff have worked together for GSWA on Guam solid waste sites, performing the exact services requested, for more than 15 years. They are familiar with the client, project overarching goals, rules/regulations/limits, and can offer the best value tied with local/intimate knowledge and experience. In addition to the team organizational chart (Exhibit 3. Team Organizational Chart), please see resumes, provided as Attachment A, for further staff information, such as: qualifications, relevant technical training, education (including degree(s), year and discipline), active registrations and licenses, as well as experience with a description of specific roles performed on projects of similar size and scope. The key personnel selected to implement this project meet the requirements and have the abilities, qualifications, and experience to perform the work required.

## 2.4 Resources, Equipment and Facilities to Perform the Services Requested

EA is ready, available, and committed to support work that may come from this contract. We have an office on Guam, with approximately 15 in-house personnel to support work efforts, as well as reach back of nearly 700 personnel nationwide (25 commercial and 6 regional offices). Additionally, our combined team has reach-back of roughly 29,000 professionals worldwide, and 17 employees on Guam. EA has the necessary equipment to support GSWA as proven by our experience working with GSWA and in the services required. We maintain an inventory of company-owned field vehicles, equipment, field safety supplies, surveying equipment, various field air and water quality monitoring equipment, sampling tools, hand tools, generators, submersible pumps, and other equipment that allow for the accomplishment of all services expected under this contract. EA has available resources and equipment to achieve project goals and can support GSWA's current mission with the ability to quickly respond.

## Section 3. Availability and Capacity (RFP Section I, Item M)

### 3.1 Current and Projected Workload of Personnel

Currently, EA is executing over 1,800 active federal, state, and municipal projects nationwide using our established and proven financial, project, quality, and health and safety management systems. EA has the availability and capacity to handle the work that will result from the GSWA contract. We have a local Guam office, as well as reach back personnel to execute work from Day 1 of notice to proceed (NTP). EA can accommodate normal and surge workloads throughout the life of the contract.

EA will carefully manage the numbers, disciplines, and experience levels of employees based on business backlogs and future workload projections. We have the right types and numbers of staff available that can be accessed cost-effectively, whenever and wherever they are needed. We will maintain the required staffing throughout the contract by leveraging our proven labor forecasting, employment methods, and recruitment techniques. Below please find a list of key projects for our selected team members. Our team has the capacity and capability to complete future work under the GSWA contract.

For individual availability, please refer to Table 1. Key Personnel and Time Commitment (% available).

### 3.2 Subcontractor Procurement, Involvement, Management and Availability

EA's proposed Project Manager, Billy Janasak, will have overall responsibility for contract performance, including work performed by subcontractors, day-to-day management of subcontractors working on projects, and other specialty subcontractors. This includes conflict resolution and performance issues.

All subcontractors are expected to perform to GSWA and EA standards. Subcontract agreements will contain "flow-downs" from EA's contract with GSWA. Team Members and other subcontractors will be required to have QC and health & safety (H&S) programs that meet or exceed project requirements. As Prime Contractor, EA is ultimately responsible for the execution of the contract. Subcontractors who do not produce quality products or do not comply with H&S, budgetary, or schedule requirements will be required to develop, submit, and adhere to corrective action plans. EA will monitor and aid subcontractors in getting back on track, but we will not jeopardize the project's success with non-performing or adversarial subcontractors. Any procurement of professional service subcontractors required for tasks will comply with the Guam Board of Registration for Professional Engineers, Architects and Land Surveyors (PEALS).

### 3.3 Approach and Organizational Capabilities

EA has earned an outstanding reputation for technical expertise, advocacy, responsive service, and judicious use of client resources. We offer our clients professional and highly qualified interdisciplinary project teams experienced across a variety of regulatory, political, geographic, and technical frameworks, all trained to adhere to our well-established and integrated quality and safety programs. EA is also acutely aware that one size does not fit all and we develop programs that meet the needs of individual projects and clients. We work with our clients to give them an honest assessment of what is required to complete a project that will minimize business and operational risks, schedule delays, and cost overruns.

#### Contract Management

EA will manage this contract and subsequent WAs from our local Barrigada, Guam office. EA's management flow recognizes the different roles played by the project management team during contracting and project execution. Mr. Janasak—a certified Guam registered Professional Engineer (PE)—will serve as Project Manager. He will be the single GSWA point-of-contact (POC) for this contract for technical and contractual matters and will be accountable to GSWA and ensure proper commitment of resources to all WAs issued under any awarded contract. Mr. Janasak will receive WAs from GSWA and has the authority and responsibility for assigning the Task Managers, assigning the allocation of work to team members, preparing and negotiating proposals, and assuring that the resources are available to execute the work. During execution, the Project Manager will be responsible for oversight, reporting of costs and performance, quality assurance, and resolving contractual issues. The workflow will incorporate multiple feedback points established during the project planning, assuring that ongoing process improvement is integral to quality performance. To manage costs, but maintain quality, EA intends to assign junior and mid-level staff to complete the bulk of the project work with oversight and mentorship by senior-level professionals unless the task specifically requires senior level expertise. EA will manage the projects awarded as individual WAs from award through completion and will provide technical leadership for all scope areas. Please see our project organizational chart (Exhibit 3) for further project organization.

#### Project Controls

EA's management systems integrate scheduling, cost accounting (including Team Members and other subcontractors), budget reporting, technical submittals, QC functions, and other data required. Task Managers provide cost, budget, and schedule management; identify (during scoping) and communicate (during execution) cost impact risks; forecast cost and schedule; identify data gaps; implement any necessary corrective actions for observed changes to planned activities; assure that costs were allocable/allowable/reasonable; maintains tracking of costs for each individual WA; inform the client's Contract Manager of changes to cost/schedule; provide alternative solutions to maintain such; prepare appropriate cost documentations for invoices; and address small businesses reporting requirements, if applicable.

**Client Communication and Reporting**—EA intends to utilize a project reporting process that includes standardized invoices and progress reports. An invoice template will be prepared and provided to GSWA for review and approval prior to use; EA typically bills on a monthly basis. Periodic progress reports will include a summary of work completed, costs incurred, and WA schedule updates; identification of issues or concerns; and planned activities for the next period. In addition to standardized reporting, EA proposes to hold an annual, in-person program performance reviews with GSWA at their headquarters or at EA's Guam office. Additionally, if desired by GSWA, EA's Project Manager will also schedule periodic project-level reviews. These periodic project-level reviews will focus on specific WAs.

**Cost Control**—EA's financial reporting software, Unanet, is at the center of our cost management and reporting capabilities and is a fully networked financial management information system (MIS) resident on EA's corporate-wide area network and servers. It provides real-time interactive access to all system users at both office and remote site locations. Labor effort is logged daily and input into electronic timesheets. Expenses, including subcontractor invoices, are also input daily. BST Enterprise automates the approval and issuance of TOs to subcontractors, tracks the receipt of invoices, verifies them against the contract conditions and budgets, and processes them for payment.

**Schedule Control**—EA uses a variety of tools for scheduling (e.g., Microsoft Project and Oracle Primavera) based on the complexity and specific project needs. Input into each project activity consists of key project milestones and resources including labor, critical long-lead-time items, and major equipment items. To identify possible critical path changes associated with project milestones, "What-if" scenarios can be loaded to determine in advance possible schedule and cost impacts due to resource shortages. Clients are promptly informed of significant changes that impact planned solutions for meeting project goals. We have the flexibility and expertise to modify schedule, personnel, procedures, materials, means, or methods to effectively respond to changes and will present solutions to you to keep projects on schedule.

**Health and Safety**—EA's established Safety Management System (SMS) meets the requirements of the Occupational Safety and Health Administration (OSHA) standards 29 Code of Federal Regulations (CFR) 1910.120 and 1926.65, and other applicable regulations and guidance. Our program performance is a testament to our safety culture, we will place the safety of our and GSWA's personnel first, as well as the public.

**Issue Resolution Processes**—Issues requiring conflict resolution may come from a number of sources over the life of a contract and individual WAs. An effective risk management program is based on "recognizing" the root cause of these issues and taking effective steps to mitigate them. Our action planning process will assess barriers and risks to completion of actions through a regimented process. Despite best planning efforts, we may periodically encounter situations requiring corrective action—EA will employ an open process to proactively address these requirements. For this contract, the chain of command for issue escalation will occur between the EA Project Manager and the GSWA General Manager, Mr. Irvin Slike. Most issues will be resolved at this level during routine project interactions. EA will manage and track issue escalation action items and report on their status during routine program performance discussions. In the event that a performance issue escalates above this project threshold, GSWA can contact our dedicated Principal-in-Charge, Chip Brown. Mr. Brown will ensure GSWA's expectations are met and exceeded.

### 3.4 Key Personnel and Subcontractor Involvement

The EA Team is structured with EA as the Prime contractor with local presence, expertise, and wide-ranging experience with performing solid waste, landfill, and landfill groundwater engineering on Guam. EA will lead tasks involving civil and environmental engineering, geological and hydrogeological engineering, scientific investigations led by biologists and chemists, routine compliance efforts to include stormwater sampling and leachate sampling, and specialized environmental investigations like dye testing and updates to operation and maintenance manuals. Tetra Tech is added as subcontractor to provide added depth on island, multidisciplinary engineering, and national and international leadership in engineering design and environmental compliance. Specific disciplinary support from Tetra Tech is anticipated to include geotechnical engineering, structural engineering, electrical and mechanical engineering, and construction phase management and inspection. Together this Team has full reach-back capabilities to about 29,000 professionals worldwide, approximately 17 employees on Guam.

As stated above, EA will procure survey, materials testing, and drilling support based on a task-by-task basis. EA will conduct an open and transparent procurement process for these services with on-island licensed professionals with impeccable safety and quality records and only include those firms with no conflict of interest with the task at hand. This gives both EA and GSWA the greatest flexibility and adaptability for each task based on location and unique project circumstances.

### 3.5 Quality Control/Quality Assurance Procedures

EA is committed to providing quality services that meet or exceed the expectations of our customers. One of our risk mitigation tools is the assignment of Task Managers and project teams with the proper qualifications and training for each project. The assignment of qualified and dedicated staff throughout the life of the project is key to the successful execution of the project. In addition, we assign independent Senior Technical Reviewers (i.e., Senior Engineers, Senior Geologists, Senior Chemists, CIHs), who are integrated throughout the process from proposal preparation through the kickoff meeting, technical execution, and product delivery. EA's QA/QC System has been in place for over 40 years and is designed to ensure and properly document the validity, control, and proper tracking of project activities, deliverables and decisions for all phases of work conducted under this contract. EA's QA/QC program, overseen by Vice President & Director of Quality



Control, Dr. Frank Barranco, PhD, PE, PG, CMQ-OE, is constantly evaluated and updated to ensure that we are consistently meeting the highest industry standards and expectations in our work products. EA's total quality management system, together with the project- and client-specific quality requirements, will form the basis of the quality management approach on this project. Team members and subcontractors will be required to meet applicable quality standards on all work they perform. In accordance with EA's Corporate Quality Management Plan, project reviews are routinely performed internally on EA's projects. These project reviews are conducted with the Project Manager, Quality POC, Principal-in-Charge and Business Unit Director. Reviews cover a multitude of items with the primary goal being to anticipate and mitigate risks or quality issues before they occur.

### 3.6 Financial Stability

EA has completed more than \$3 billion of client work since our founding in 1973 and has established a proven track record of innovation and quality demonstrated by our continued financial growth and performance. EA is a 100% employee-owned Public Benefit Corporation with virtually no debt, and cash and short-term investments in excess of \$45 million. Our annual revenues are approximately \$244 million, and we have been steadily profitable for more than 7 years. CliftonLarsonAllen performs our annual financial audit and has done so for over a decade; we are also audited by multiple client entities on a regular basis as a federal contractor. For additional financial information, please contact Jason Echelle, Senior Vice President and Chief Financial Officer, at 410-584-7000. Our cost accounting systems allow the Project Managers to not only properly plan and budget projects, but also to track and view financial and budgetary reports at any time—ultimately allowing managers to track and forecast financial status of projects.

### 3.7 Resources, Equipment, and Facilities

As mentioned in Section 2.4, EA is ready, available, and committed to support work that may come from this contract. Our team has the resources, equipment, and facilities with reach back of about 29,000 professionals worldwide, totaling 17 employees on Guam.

## Section 4. Record of Past Performance on Similar Projects (RFP Section I, Item N)

### 4.1 Work on Guam & CNMI

EA and our chosen team subcontractor have successfully executed projects in Guam, including the full scope of services required, for federal, state, municipal, and commercial clients. Work has included design, permitting and landfill improvements; landfill expansions and/or closures; construction oversight/support services; operational support services; document and bidding services; site assessments and wetland determination; various environmental services such as RCRA, Title V, greenhouse gas, stormwater/wastewater, and leachate control; reuse and recycling; compost facilities; residential transfer stations; as well as movement of waste. Some of this exact work has been performed on Guam for GSWA.

For over 30 years, EA has maintained a strong presence on Guam as a business partner and community member. We are familiar with the issues plaguing the solid waste system with the added layer of complexity working in a tropical climate. Chosen staff have experience with local and climate issues such as leachate discharge into unwanted areas, stormwater control, erosion and sediment mitigation; wastewater; odors, air emissions; as well as transport and limited space on an island. Ordof-specific tasks:

- Ordof Leachate Sampling, 2015 – EA served as a subconsultant
- Ordof, Dump Monitoring, 2016 – EA served as a subconsultant
- Ordof, Additional Monitoring to include leachate and surface water sampling, 2016 – EA served as a subconsultant
- Ordof, Dump Monitoring, 2017 – EA served as a subconsultant
- Ordof Leachate Sampling-WLIT Riser Monitoring, 2017 – EA served as a subconsultant
- Ordof, Leachate Condensate sampling, 2018 – EA served as a subconsultant
- Ordof, Napathalene Gas sampling, 2018 – EA served as a subconsultant
- Ordof, Dump Monitoring, 2018 – EA served as a subconsultant
- Ordof, Napathalene Gas sampling, 2019 – EA served as a subconsultant
- Ordof, Independent Engineering on behalf of Trustee, 2019 – EA served as a subconsultant
- Ordof, Installation of Four Monitoring Wells at Closure Facility, 2019 – EA served as a subconsultant
- Ordof, Seep Sampling Downgradient from Closure Facility, 2023, GSWA
- Ordof, Monitoring of tracer dye at groundwater well MW-13 at the Closure Facility, 2024, GSWA

## 4.2 Similar Project Experience

We have done the work, understand and value its importance, and will work with GSWA on finding solutions and Best Management Practices to stay compliant while keeping within budget and schedule constraints. A few of EA projects (older than 5 years) which involved services similar in scope, size, and discipline included:

- Landfill Compliance Monitoring, Navy and Air Force Landfills/Solid Waste sites in Guam
- Puerto Rico Dump and Marpi Landfill Gas Feasibility Study CNMI Office of Grants Management, Saipan, CNMI
- Tinian Landfill Assessment and Design, CNMI Office of Grants Management; Tinian, CNMI

Within the last 5 years, EA has provided similar services on Guam and CNMI. *Detailed summaries of the four projects listed below can be found on the following pages* with requested information per the RFP.

- GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22
- GSWA IDIQ; Guam Solid Waste Authority (GSWA)/Federal Court Receiver; Guam
- Marpi Landfill Cell 2 and Cell 3 Design; CNMI Department of Public Works; Saipan
- Marpi Landfill Operation Plan Update; CNMI Department of Public Works; Saipan

### GSWA Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22

Guam Solid Waste Authority (GSWA)

In 2023 EA was awarded this Indefinite Delivery-Indefinite Quantity (IDIQ) professional Landfill Engineering Consulting Services for various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. EA is on-hand providing expert solid waste compliance and landfill management engineering support. To date, we have supported the following:

**Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023)**—Responsible for oversight and review of field sampling activities for leachate monitoring. Perform review, provide technical support, and reporting certification for the Water Quality Monitoring Quarterly Report at the Layon Municipal Solid Waste Landfill. Managed all aspects of the project including scheduling fieldwork and sampling, sampling quality control, reviewing of laboratory testing and reparation of the final report.

**Layon Landfill Detection Monitoring Program Rounds 25 through 26**—Responsible for oversight and review of field sampling activities for groundwater monitoring, stormwater pollution prevention plan, landfill gas monitoring, and the landfill subdrain tank and greenhouse gas emissions. Perform review, provide technical support, and reporting certification for the Detection Monitoring Program at the Layon Municipal Solid Waste Landfill. Managed all aspects of the project including scheduling fieldwork and sampling, sampling quality control, reviewing of laboratory testing and reparation of the final report.

**Ordot Dump Closure Facilities Groundwater Tracer Dye**—EA is tasked to provide groundwater monitoring at Ordot Closure Facility. The monitoring will be conducted incongruence with WA and GSWA. EA will install the C-FLOUR Fluorescein Optics Probe into the monitoring well with a data logger. EA will utilize this to collect baseline data to conducting the tracer dye test. Upon the collection of baseline readings, GWA will then proceed to inject the tracer dye solution into a stormwater pond at Ordot Closure Facility. EA will return and collect the probe and data logger after a predetermined amount of time and provide final report on test results.

**Work was completed on schedule and within budget working with requisite regulators and stakeholders. Original Schedule and Final Completion Date:** Contract agreement signed 2 June 2023 and work is on-going; **Project Budget:** \$261,023.04

#### Client Reference

Mr. Irvin Slike  
General Manager - GSWA  
546 North Marine Corps Drive  
Tamuning, Guam 96913  
(671) 646-3111  
[irvin.slike@gswa.guam.gov](mailto:irvin.slike@gswa.guam.gov)

#### Type of Services

- ✓ Dump closure experience
- ✓ Solid waste management
- ✓ Feasibility assessment
- ✓ Solid waste planning
- ✓ Implementation experience
- ✓ Environmental compliance
- ✓ Cost effective management
- ✓ Preparation of Plans and Specifications
- ✓ Cost estimating
- ✓ Cost benefit analysis
- ✓ Partnering/community development

## GSWA Indefinite Delivery Indefinite Quantity (IDIQ) Contract

Guam Solid Waste Authority (GSWA)/Federal Court Receiver; Guam

As a subcontractor to Gershman, Brickner & Bratton, Inc. (GBB) and GSWA, EA has been performing solid waste work on Guam since 2009. We completed work covering the environmental solid waste spectrum including compliance monitoring for groundwater, surface water, leachate, landfill gas, and stormwater. In the last 5 years alone, EA has completed 23 projects for GBB and GSWA.

**Detection Monitoring Program (DMP)**—Layon Landfill has undergone 24 rounds (12 years) of monitoring under the DMP as of December 2023. Its primary objective is to collect the data and information necessary to identify a potential release of landfill contaminants to groundwater.

**Landfill Gas Monitoring (LFG) & Tier 2 NMOC Calculation at Layon Landfill**—During the construction of Cells 1 and 2, EA installed three perimeter LFG monitoring wells for monitoring of LFG migration outside the perimeter of Cells 1 and 2 to detect and measure methane gas concentrations in the soil at a depth corresponding to the lower elevation of refuse near the probe. Monitoring occurs quarterly per the current permit regulations. The Layon Landfill is specifically subject to the provisions of 40 CFR 60 Subpart WWW—Standards of Performance for Municipal Solid Waste Landfills (the “NSPS”), because it commenced construction, modification, or reconstruction after May 30, 1991, and is not exempt from the provisions of that rule because its design capacity exceeds 2.5 million megagrams of waste.

**Subdrain Monitoring**—EA performed inspection and analytical testing of groundwater collected from underneath the landfill liner. This required visual field assessment and inspection is conducted each time the water from a collection tank is discharged.

**Stormwater Pollution Prevention Monitoring**—The landfill stormwater compliance program follows the 2021 MSGP, which authorizes storm water discharges from industrial facilities to enter surface waters of the United States. Layon landfill storm water management currently consists of two sediment/detention ponds and three dry swale outfalls. Field parameters are measured with a flow-through cell water quality instrument, and other parameter samples are collected and shipped to a lab for analysis.

**Water Quality Monitoring at Layon Landfill and Inarajan WWTP**—Water Quality Monitoring was performed by the collection and analysis of leachate at the Layon Landfill and influent and effluent wastewater and marine water at the WWTP. The objectives of the project were to characterize the influent and effluent wastewater characteristics of the Inarajan WWTP prior to leachate discharge as a means to determine baseline domestic wastewater load, characterize the nearshore marine waters to determine if the effluent from the WWTP exceeded Guam Water Quality Standards, and once the leachate discharge began, the leachate and the influent and effluent characteristics of the WWTP were monitored to determine the impact of the leachate on treatment plant efficiency. Analytical results were evaluated to determine whether expansion of the WWTP was needed. All water quality monitoring was performed in accordance with 40 CFR Part 136 and Guam water codes.

**Leachate Compliance Monitoring at Ordot Closure Facility**—EA performed quarterly leachate monitoring at the Ordot facility, located in Ordot/Chalan Pago in Guam for a 4-year period between 2015 and 2019. Grab samples of leachate were collected once each quarter. EA performed data verification and validation for all analytical results received from the laboratories.

**GSWA Layon Landfill Book 7 Operations Manual Amendment**—Developed the amend to Layon Landfill's Operation's Manual to allow them to accept alternate waste streams. These waste streams included contaminated soil, treated/painted wood products, asbestos containing materials, chipped tires, sandblast media, fats, oils and greases. Managed all aspects of the project including budget, schedule, client management, meetings, and construction of the report.

**Work was completed on schedule and within budget working with requisite regulators and stakeholders. Original Schedule and Final Completion Date:** Original 2009-May 2019 and Final April 27, 2023; **Project Budget:** \$6,637,000

### Client Reference

Mr. Chris Lund, P.E.  
Sr. Vice President - GBB  
8300 Boone Boulevard, Suite 500  
Vienna, VA 22182  
(703) 573-5800  
[clund@gbbine.com](mailto:clund@gbbine.com)

Mr. Irvin Slike  
General Manager - GSWA  
546 North Marine Corps Drive  
Tamuning, Guam 96913  
671-646-3111  
[irvin.slike@gswa.guam.gov](mailto:irvin.slike@gswa.guam.gov)

### Type of Services

- ✓ Solid waste planning management
- ✓ Permitting
- ✓ Environmental compliance
- ✓ Stakeholder/regulator involvement



## Marpi Landfill Cell 2 and Cell 3 Design

CNMI Department of Public Works; Saipan, CNMI

EA prepared a rehabilitation plan and design for Cell No. 2 to enable waste placement as quickly as possible, including evaluation of options to improve the reliability of the leachate pumping systems, and evaluating alternative landfill grading to reduce the number of leachate sumps. EA also completed the design and specifications for new Cell No. 3. Design of the required rehabilitation for Cell 2 and the design for the new Cell 3 ensures Saipan will have available landfill capacity in the future. **Cell 2 Rehabilitation Design.** Cell 2 was constructed over 19 years ago; however, changes in the islands' population and economic activity have left the cell unused, with the existing cell liner system geosynthetics and Leachate Collection System (LCS) aggregates uncovered, necessitating rehabilitation.

EA performed site investigations in September and December 2019 to assess the condition of the geosynthetics and LCS layer and any damage from vegetation growth in the cell. EA visually observed the LCS material and noted that the coralline limestone material could be a clogging hazard for the leachate collection lines and pumps. The construction documents included excavation of the existing LCS sump and trenches and reconstruction with a non-reactive basalt material less susceptible to degradation over time as well as modification to the Cell 2 and 3 separation berm to provide additional protection against leachate seeps. **Cell 3 Design.** Prior to proceeding with development of construction documents for Cell 3, EA developed an Alternatives Analysis to evaluate three layout options for the proposed Cell 3. EA evaluated the effectiveness, constructability, regulatory acceptability, capital costs, and operational costs for each alternative. At the DPWs' request, the alternative for an expanded Cell 3 footprint was selected, providing an estimate of over 620,000 cubic yards of airspace and lifespan over 14 years. In October 2022, EA completed the 100% Design documents, including contract drawings, technical specifications, engineer's estimate of construction cost, and a basis of design report.

**Original Schedule and Final Completion Date:** NTP August 13, 2019 - October 19, 2020; Final Report October 2022 – (extended date was a result of client requested revised scope of work and the pandemic) **Project Budget:** \$549,923.97

## Marpi Landfill Operations Plan Update

Micronesia Environmental Services; Saipan, CNMI

EA supported updates to the Site Operations Management Plan and Waste Exclusion Plan for site Operator Micronesia Environmental Services. Plan updates included review of existing plan to update current practices, information and site contacts. Plan updates allowed operator to support Commonwealth of Northern Mariana Islands Department of Public Works in remaining in compliance with regulators.

**Work was completed on schedule and within budget working with requisite regulators and stakeholders. Original Schedule and Final Completion Date:** Original and Final Completion February 2021 (dates remained the same); **Project Budget:** \$11,000

### Client Reference

**Mr. James A. Ada**  
Secretary of Public Works, CNMI  
Department of Public Works  
Joeten Commercial Building, Oia Center  
2nd Floor  
Saipan, MP 96950  
670-235-9570

### Type of Services

- ✓ Dump closure experience
- ✓ Solid waste management
- ✓ Feasibility assessment
- ✓ Solid waste planning
- ✓ Implementation experience
- ✓ Environmental compliance
- ✓ Cost effective management
- ✓ Alternative landfill siting
- ✓ Cost estimating
- ✓ Cost benefit analysis
- ✓ Partnering/community development

### Client Reference

**Mahesh Balakrishnan**  
Owner/General Manager  
Micronesia Environmental Services, LLC  
PO Box 502802  
Saipan, MP 96950  
670-287-0360  
[mikespn@gmail.com](mailto:mikespn@gmail.com)

### Type of Services

- ✓ Solid waste planning and management
- ✓ Environmental compliance

Tetra Tech projects, which were completed more than five years ago, are described below.

## Design of New Landfill Facility

### Tinian, Commonwealth of Northern Mariana Islands

Located in the western Pacific, southwest of Saipan, the Island of Tinian has 3,500 residents and generates approximately 2,623 tons/year of mixed refuse from residential, commercial, institutional, and industrial establishments. Historically, solid waste was placed in an unpermitted dump site which was operated as an open burn dump. The Commonwealth of the Northern Mariana Islands selected Tetra Tech BAS to design a new USEPA RCRA-compliant sanitary landfill to meet current and future waste disposal needs of Tinian.

Tetra Tech developed conceptual and final designs for all landfill features, and provided construction engineer's cost estimates which were adequate for financial appraisal, including a cash flow projection of future operating costs. Specific site features being designed by Tetra Tech include the following:

- An all-weather main entrance road and perimeter road
- A shared scale house and administration building
- An equipment maintenance building
- A waste diversion facility incorporating green waste and white goods storage areas
- Site power distribution and lighting system
- A septage handling and disposal facility
- Clearing and grubbing and grading plans
- Hydrology study / surface water management plan
- Construction drawings for the installation of the liner system in compliance with 40 CFR
- Phased liner system construction plans
- Leachate collection and treatment system design

The project, financed by the Department of Interior, Office of Insular Affairs, included geologic and hydrogeologic characterization of the proposed landfill site to address the landfill siting and design requirements set forth in Code of Federal Regulations (CFR) Title 40, Part 258, and in the CNMI DEQ Solid Waste Management Regulations.

Tinian receives approximately 81 inches of rainfall per year, so leachate and surface water management are key design considerations. A leachate treatment system consisting of constructed wetlands was designed. Vegetated wetlands act as both physical filters and sites of biological and chemical activity to alter or fix contaminants in place. The constructed wetlands was designed to receive an estimated 32,470 gallons per day of leachate as determined from the HELP model for the site. Project duration was from 2011 to 2012 and involved Mr. Caleb Moore, P.E. from Tetra Tech.

## Transfer Station Design

### Tinian, Commonwealth of Northern Mariana Islands

Tetra Tech prepared construction plans and specifications for a solid waste transfer station which would serve as community convenience center for the residents of the western Pacific Island of Tinian. Island population and waste flows fluctuate due ongoing military operations on the island. The transfer station also needed to accommodate temporary storage of waste during times when access to the island's landfill were restricted during military exercises.

Tetra Tech prepared conceptual and final designs for scales, waste handling facilities, recycling facilities (including a building, glass pulverizer and bailer), green waste processing facilities, an office building, septic tank and leaching field, drainage facilities, and a storm water percolation pond. Key issues addressed in the design included the following:

- Circulation of inbound and outbound self-haul vehicles and vehicle queuing.
- Waste handling, processing and storing operations, and site parking requirements.
- Facility throughput based on hours of operation, material storage time limitations/requirements, types of waste, traffic volume, transfer truck availability, waste volumes and operational maneuverability.
- Growth projections and possible construction phasing opportunities.
- Impacts of local weather, including heavy rain and strong winds.
- Passive and active odor management.
- Noise control measures to minimize excessive or nuisance noise.
- Material availability and shipping considerations.
- Aesthetics and architectural treatments.
- Regulatory requirements.

Tetra Tech's design reduced the initial size of the facility in a manner that will save initial capital expenses, while accommodating future increases in daily tonnage. Prefabricated and pre-engineered buildings were specified to reduce construction costs. Project duration was from 2013 to 2014.

## Section 5. General Experience and Past Performance (RFP Section I, Item 0)

The EA Team have significant general experience in all scope areas of work requested. A sampling of that experience is provided below. Due to space constraints, we have only provided three of these efforts, but can provide more at your request. Please see team resumes (Attachment A) for further experience and additional projects.

### 5.1 Additional Relevant Projects Performed within the Last 5 Years

Project Name and Location Value	Brief Description of Project and Services Provided	Client Reference	Schedule	Performance
Joint Region Marianas Fence-to-Fence, Environmental Compliance IDIQ Services; Sundance/EA Associates II (Sundance-EA Joint Venture); Naval Facilities Engineering Systems Command Marianas) Guam \$30M Pool	5-year, \$30M Environmental Compliance Services IDIQ at Joint Region Marianas, Guam, supporting all activities for environmental compliance programs to ensure the supported components, tenant commands and facilities, and contractor operations demonstrate and maintain compliance with applicable federal, U.S. territory, and local statutes, and with DoD/DoN policies, permits, instructions, and guidance. Programs include solid waste management, clean air, SDW, clean water, HTRW, pollution prevention, pesticide compliance, EPCRA, ozone-depleting substances management, storage tank management, environmental quality assessment, environmental sampling and analysis, and overall environmental EMS & compliance oversight.	Erwin Cruz, COR NAVFAC Marianas Bldg. 200 Halsey Drive, Ste 344 Asan, GU 96915 671-339-6870 <a href="mailto:erwin.cruz@fe.navy.mil">erwin.cruz@fe.navy.mil</a>	1-20-21 to 1-19-26 (one-year base w/4, 1-year options)  Work is Ongoing	Thus far work has been completed on schedule and within budget working with local and federal regulators.
NAVFAC Fixed Price Remedial Action Contract, Multiple Award Contract; EATC JV; Naval Facilities Engineering Systems Command Pacific \$40M Pool	EATCJV, performed remedial actions at environmentally contaminated sites located at Navy and Marine Corps Installations. Work included over 39 TOs total (\$3.9M), 19 TOs in Guam (\$2.9M): Relevant work on Guam includes: 3rd Party QA for MRS; LTM at Main Base/Marbo AAFB; Orote Landfill Cap FY17-19; LTM at Site 2A CU; LTM at CB Landfill; FY19 Orote LTM Naval Base; LTMM at Tiyan Landfill; GW Monitoring AAFB FY2021; FY20 Orote Landfill Maint; LTM Site 20A Waste Pile 7; Orote LTM; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; Site 2A Consolidation LTM; LUC Inspections NBG & AAFB; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; LTM GW MARBO/Main Base OUs; and the Orote Seawall Inspect FY22.	Ms. Jennifer R George ACQ34-EV3 Branch Leader Contracting Officer NAVFAC Pacific 258 Makalapa Drive, Ste 100 Joint Base Pearl Harbor-Hickam, HI 96860-3134 (808) 472-1462 <a href="mailto:jennifer.r.george@us.navy.mil">jennifer.r.george@us.navy.mil</a>	7-29-16, (IDIQ award, multiple TOs awarded) to 5-31-26  Work is Ongoing	Work has been completed within a contractual period of performance and within budget working with local and federal regulators.
Worcester County Comprehensive 10-Year Solid Waste Plan; Worcester County, Maryland (USA) \$12 M (Worcester County total)	EA has provided a wide variety of solid waste and environmental management and engineering services for Worcester County, since 1987 covering the full scope of services requested by GSWA. During this period, EA has prepared several Comprehensive 10-Year Solid Waste Management Plans (SWMP). EA was hired to prepare a 10-Year Solid Waste Management Plan for 2017-2026, plus 3-year update in 2020. In addition to the plan updates every 3-years, EA provides MDE with a progress report every 2 years. Each Maryland County is required to prepare and update their Solid Waste Management Plan as required by Section 9-503(a) of the Environmental Article, Annotated Code of Maryland and the Code of Maryland Regulations COMAR 26.03.03. The Solid Waste Management Plan encompassed the following chapters: Introduction, Background Data, Existing Solid Waste Management System, Assessment of Needs, and Plan of Action. Work has covered a multitude of services including EA has completed Solid Waste Management Plans, Plan Review and Regulatory Updates, Progress Report, etc.	Dallas Baker, P.E., Worcester County Department of Public Works, 6113 Timmons Rd, Snow Hill, MD 21863 410-632-5623	1987, to Present  Work is ongoing and on schedule. All work has been completed within the period of performance.	Thus far work has been completed on schedule and within budget working with local and federal regulators.



## **EXHIBITS**

**Exhibit 1. EA Office Locations Map**

**Exhibit 2. Subcontractor Marketing Data**

**Exhibit 3. Team Organizational Chart**

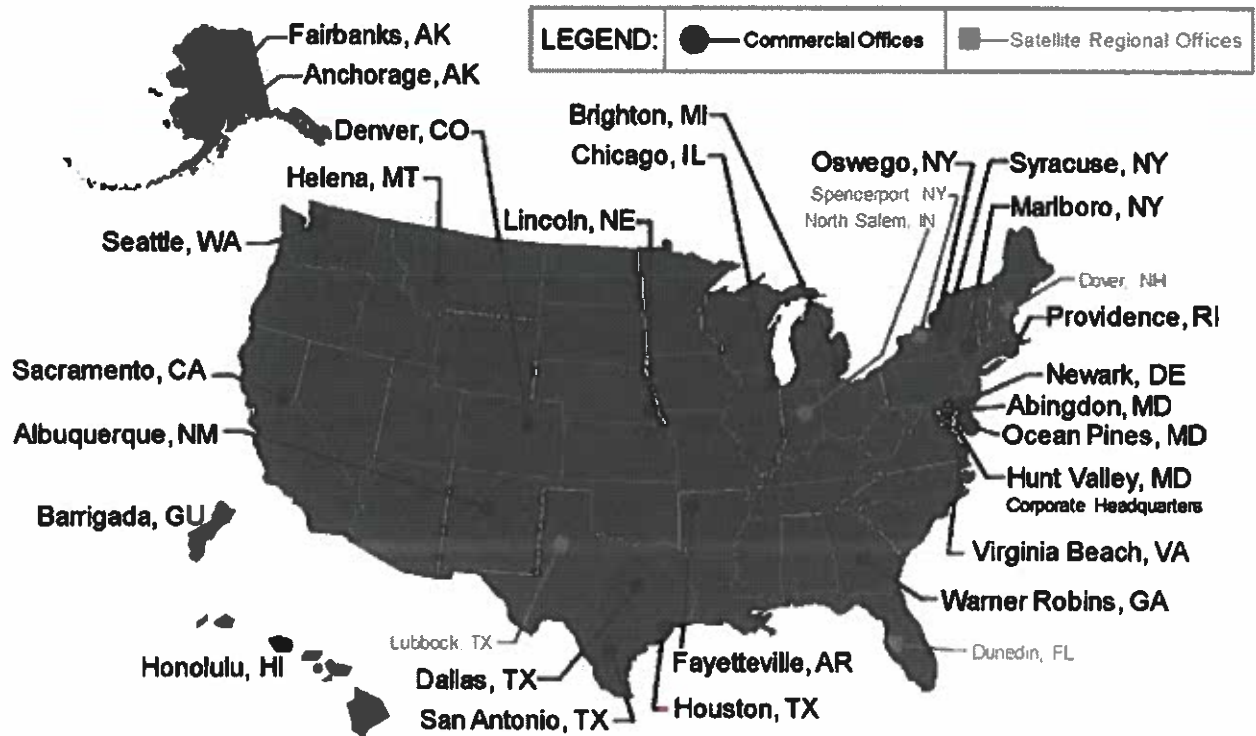


### **Exhibits**

*Exhibits are excluded from the total page count per RFP instructions.*

**May 2024**

**Exhibit 1. EA Office Locations Map**



**Exhibit 2. Subcontractor Marketing Data****TETRA TECH****Firm Background**

**Tetra Tech, Inc.** is a leading, global provider of consulting and engineering services. The firm's solid waste practice features more than 600 landfill engineering, construction, and operations support personnel who are performing more than 1,600 solid waste projects worldwide. *Engineering News-Record* has ranked Tetra Tech as a leading solid waste consultant for 15 years. The firm has 40 years of experience in landfill development and closure design. This includes expertise in traditional landfill engineering services (liner, cover, drainage, landfill gas / environmental controls); as well as in the design of landfill civil infrastructure (roads, stormwater controls, buildings, utilities, and administrative facilities). We also are a leader in the design of "next generation" waste management facilities such as composting facilities, anaerobic digesters, and landfill gas to electricity/fuel programs. Tetra Tech's project experience in the Pacific includes the design of a new landfill and transfer station on the island of Tinian, (CNMI), landfill expansion design (County of Kauai), landfill gas management (County of Maui), and plastic waste minimization planning in the Philippines (USAid).

**Design of New Landfill Facility | Tinian, Commonwealth of the Northern Mariana Islands**

Located in the western Pacific, southwest of Saipan, the Island of Tinian has 3,500 residents and generates approximately 2,623 tons/year of mixed refuse from residential, commercial, institutional, and industrial establishments. Historically, solid waste was placed in an unpermitted dump site which was operated as an open burn dump. The Commonwealth of the Northern Mariana Islands selected Tetra Tech BAS to design a new USEPA RCRA-compliant sanitary landfill to meet current and future waste disposal needs of Tinian.

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The project, financed by the Department of Interior, Office of Insular Affairs, included geologic and hydrogeologic characterization of the proposed landfill site to address the landfill siting and design requirements set forth in Code of Federal Regulations (CFR) Title 40, Part 258, and in the CNMI DEQ Solid Waste Management Regulations.

Tinian receives approximately 81 inches of rainfall per year, so leachate and surface water management are key design considerations. A leachate treatment system consisting of constructed wetlands was designed. Vegetated wetlands act as both physical filters and sites of biological and chemical activity to alter or fix contaminants in place. The constructed wetlands was designed to receive an estimated 32,470 gallons per day of leachate as determined from the HELP model for the site.



**Transfer Station Design I** Tinian, Commonwealth of the Northern Mariana Islands

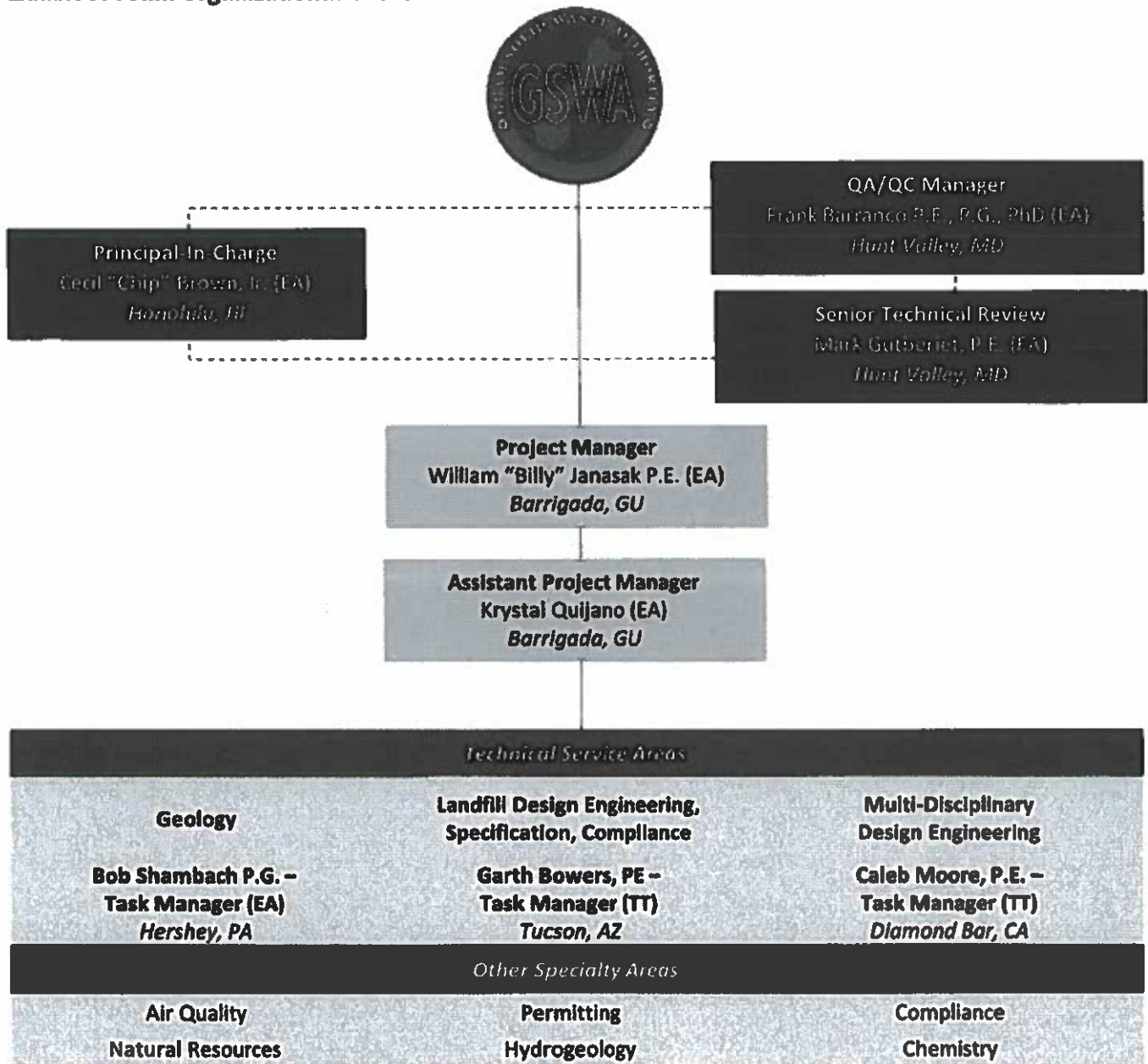
Tetra Tech prepared construction plans and specifications for a solid waste transfer station which would serve as community convenience center for the residents of the western Pacific Island of Tinian. Island population and waste flows fluctuate due ongoing military operations on the island. The transfer station also needed to accommodate temporary storage of waste during times when access to the island's landfill were restricted during military exercises.

Tetra Tech prepared conceptual and final designs for scales, waste handling facilities, recycling facilities (including a building, glass pulverizer and bailer), green waste processing facilities, an office building, septic tank and leaching field, drainage facilities, and a storm water percolation pond. Key issues addressed in the design included the following:

- Circulation of inbound and outbound self-haul vehicles and vehicle queuing.
- Waste handling, processing and storing operations, and site parking requirements.
- Facility throughput based on hours of operation, material storage time limitations/requirements, types of waste, traffic volume, transfer truck availability, waste volumes and operational maneuverability.
- Growth projections and possible construction phasing opportunities.
- Impacts of local weather, including heavy rain and strong winds.
- Passive and active odor management.
- Noise control measures to minimize excessive or nuisance noise.
- Material availability and shipping considerations.
- Aesthetics and architectural treatments.
- Regulatory requirements.

Tetra Tech's design reduced the initial size of the facility in a manner that will save initial capital expenses, while accommodating future increases in daily tonnage. Prefabricated and pre-engineered buildings were specified to reduce construction costs.

**Exhibit 3. Team Organizational Chart**



EA has over 15 staff on Guam to complete the required scope of work.

**KEY**

EA: EA Engineering, Science, and Technology, Inc., PBC

TT: Tetra Tech, Inc.



## **Attachments**

### **A – Team Resumes**

### **B – Required Forms**

- Section IV. Affidavit Disclosing Ownership and Commissions (AG Form 002)
- Section V. Affidavit re: Non-Collusion (AG Form 003)
- Section VI. Affidavit re: No Gratuities or Kickbacks (AG Form 004)
- Section VII. Affidavit re: Ethical Standards (AG Form 005)
- Section VIII. Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006)
- Section IX. Affidavit re: Contingent Fees (AG Form 007)
- Section X. Current U.S. Department of Labor Wage and Benefit Determination (SCA)
- Section XI. Subcontractor Utilization Form
- Section XII. Certification of Non-Employment of Convicted Sexual Offenders

### **C – Offeror Licenses**



### **Attachments**

*Attachments are excluded from the total page count per RFP instructions.*

**May 2024**



**A – Team Resumes**



**Attachments**

*Attachments are excluded from the total page count per RFP instructions.*

**May 2024**

**Cecil "Chip" Brown, Jr.****Principal-In-Charge**

Mr. Brown will serve as Principal-in-Charge of the Contract, overseeing "big picture" contract efforts, and negotiations. In his role he will work with the Project Manager to ensure work is performed to the satisfaction of GSWA on time and within budget. Mr. Brown is a Principal of EA and acts as the Vice President and Manager, Pacific Island Operations; he manages EA operations in Hawaii, Guam and CNMI. Mr. Brown has more than 21 years of experience performing as an Environmental Scientist, Project/Program Manager, and Operations Manager in the development, implementation, and management of a wide range of projects and programs in both Tropical and Arctic environments. He has worked on Guam projects for more than 15 years including projects with GSWA and/or Receiver for over 10 years. Mr. Brown is familiar with local rules and regulations and is well versed in both federal and state environmental policies.

**Relevant Experience:**

**GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22; Principal in Charge**— Executive leadership on this IDIQ contract to support GSWA with various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. To date, the firm has supported the following tasks: Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023); Layon Landfill Detection Monitoring Program Rounds 25 through 26; and Ordot Dump Closure Facilities Groundwater Tracer Dye.

**Joint Region Marianas Fence-to-Fence, Sundance/EA Associates II (Naval Facilities Engineering Systems Command Marianas); Deputy Program Manager**—Deputy Program Manager for a 5-year, \$30 million Environmental Compliance Services Indefinite Delivery/Indefinite Quantity at Joint Region Marianas, Guam supporting all activities for joint base installation environmental compliance programs at Naval Base Guam and Andersen Air Force Base. The purpose of this contract is to maintain compliance with applicable federal, U.S. territory, and local statutes, and with Department of Defense/Department of the Navy policies, permits, instructions, and guidance. Programs include clean air, safe drinking water, clean water, hazardous waste, pollution prevention, solid waste management, pesticide compliance, Emergency Planning and Community Right-to-Know Act, ozone-depleting substances management, storage tank management, environmental quality assessment, environmental sampling and analysis, and overall environmental EMS and compliance oversight. Requirements included mobilizing an eight FTE Joint Venture support office off-base on the island of Guam, transitioning former Base Operating Support personnel to Joint Venture entities, integration of EA's seamless SaaS compliance portal, managing all analytical sampling and analysis and managing 303 task orders across 70 permits and authorizations with an estimated 1,300 compliance tasks/requirements annually.

**Layon Landfill Water Quality Monitoring; GBB; Inarajan, Guam; Program Manager**—Program Manager for Guam's Layon Landfill compliance water quality monitoring. Which included 42 rounds of detection monitoring by sampling of groundwater and surface water, quarterly landfill gas monitoring and reporting, sub-drain tank monitoring, and stormwater sample collection.

**Baseline Groundwater Monitoring; Layon Municipal Sanitary Landfill, Guam; GBB; Environmental Scientist**—Support work at the newly installed municipal sanitary landfill in Layon, Guam. Work involved drilling of five deep and six shallow wells, geologic logging, and installation and development.

**Dededo Solid Waste Transfer Station; GBB; Dededo, Guam; Environmental Scientist**—Support work at a Phase II environmental site assessment at the Dededo Solid Waste Transfer Station and former recycling/processing facility. Field activities included conducting a detailed site inventory of surface debris, Global Positioning System survey, surface and subsurface soil sampling, and waste characterization of soil and waste oil. Reporting of the waste volume and recommendations for removal and disposal were included. Land area will be remediated, and a new waste transfer station built.

**Office Location:** Honolulu, HI**Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill compliance
- ✓ Solid waste planning
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Bidding, Cost Estimating, Evaluation support
- ✓ Stakeholder/regulator involvement

**Years of Experience:** 21**Years with EA:** 21**Education**

B.S./Natural Resources and Environmental Sciences/2001  
(University of Illinois)

**Registrations/****Certifications/Training**

- USACE/Navy Construction Quality Management Training
- Advancing Business Acumen Program, Wharton School of the University of Pennsylvania
- Naval Facilities Engineering Command, Remediation Innovative Technology Seminars
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response Safety Training (HAZWOPER) and annual 8-Hour Refreshers



**Tier 2 Landfill Gas Sampling-NMOC; Layon Municipal Landfill; Gershman, Brickner & Bratton, Inc.; Inarajan, Guam; Program Manager**—Program Manager for the installation of temporary direct-push gas probes, sample collection using summa canisters, shipping samples to laboratories, and providing non-methane organic compound report.

**Indefinite Delivery/Indefinite Quantity Fixed Price Remedial Action Contract (N62742-16-D-1810), Naval Facilities Engineering Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); (Contract Task Order 005, N674219F0110, N674218F0144); Orote Landfill and CB Landfill Cover Maintenance and Inspection at Naval Base Guam, Guam; Senior Technical Review—STR for 19 TOs in Guam (\$2.9M):** Relevant work on Guam includes: 3rd Party QA for MRS; LTM at Main Base/Marbo AAFB; Orote Landfill Cap FY17-19; LTM at Site 2A CU; LTM at CB Landfill; FY19 Orote LTM Naval Base; LTMM at Tiyan Landfill; GW Monitoring AAFB FY2021; FY20 Orote Landfill Maint; LTM Site 20A Waste Pile 7; Orote LTM; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; Site 2A Consolidation LTM; LUC Inspections NBG & AAFB; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; LTM GW MARBO/Main Base OUs; and the Orote Seawall Inspect FY22.

**Layon Landfill Stormwater Pollution Prevention Plan Inspection; GGH, Guam LLC, Inarajan, Guam; Program Manager**—Program Manager for the performance of quarterly visual assessments, annual comprehensive site inspection, and annual report for stormwater discharges at the Layon Landfill following the Stormwater Pollution Prevention Plan and multi-sector general permit from U.S. Environmental Protection Agency Region 9.

**Layon Landfill Stormwater Pollution Prevention Plan Inspection; Hodges, Harbin, Newberry & Tribble, Inc., Inarajan, Guam; Program Manager**—Program Manager for the performance of quarterly visual assessments, annual comprehensive site inspection, and annual report for stormwater discharges at the Layon Landfill following the Stormwater Pollution Prevention Plan and multi-sector general permit from U.S. Environmental Protection Agency Region 9.

**Cultural Resources Services for the Pipeline Corridor for the Guam Power Authority EPCM New Power Generation Project, Dededo, Guam; Stanley Consultants; Program Manager**—Program Manager for the construction Management on activities for the new 200-megawatt power plant and fuel pipeline demolition and removal. Worked on documenting the archaeological monitoring, the biomonitoring, Stormwater Pollution Prevention Plan/EPP compliance as well as construction oversight.

**Layon Landfill Detection Monitoring Program (DMP), Inarajan, Guam; Program Manager**—DMP involves the collection and analysis of surface water and groundwater samples from point-of-compliance sample locations, landfill gas monitoring, subdrain water monitoring, and stormwater benchmark monitoring at the landfill. The results of the sampling events are submitted to the Guam Solid Waste Authority (GSWA) and Guam Environmental Protection Agency (Guam EPA). Sampling results for stormwater compliance are submitted by the operator to the USEPA.

**Baseline Groundwater Monitoring; Layon Municipal Sanitary Landfill, Guam; Task Manager**—Task Manager for the cost estimating and tacking, subcontractor management, personnel management, and client and regulator communication for work at the newly installed municipal sanitary landfill in Layon, Guam. Work involved drilling of five deep and six shallow wells, geologic logging, and installation and development. Oversaw the groundwater sampling necessary to establish a Baseline Monitoring Program. In addition, oversaw the completion of Baseline Monitoring Plan Reports which describes the results of the first round of groundwater sampling. Contributed to the review, amendment, and update of the Site-Specific Groundwater Monitoring Plan and associated Quality Assurance Project Plan to provide a clear, cohesive plan for the Baseline Monitoring Program and future monitoring. Additionally contributed to the preparation of a Health and Safety Plan to govern our work and our subcontractors' work related to the installation and development of groundwater monitoring wells and all sampling activities.

**Installation Restoration Program Site Investigations; Andersen Air Force Base, Yigo Guam; U.S. Air Force Center for Engineering and the Environment Environmental Scientist**—Conducting site investigations as part of a base-wide remedial investigation/feasibility study process at former landfills, dump sites, and storage areas for the U.S. Air Force Installation Restoration Program in the Pacific Region. As Principal Site Investigator, duties included detailed site assessments at Installation Restoration Program sites. Field activities include detailed site inventory, whole-air active soil gas probe installation, surface/subsurface soil sampling, test ditching/pitting, unexploded ordnance avoidance, and electromagnetic geophysical surveys.



**Mark Gutberlet, P.E., BCEE****Senior Technical Review**

Mr. Gutberlet leads EA's Facilities Compliance and Engineering Business Unit. He is a civil engineer and serves as senior technical reviewer on a variety of civil and environmental infrastructure projects including solid waste management, stormwater management, site design, and remediation projects. He leads multi-disciplinary teams to accomplish technical and financial project and program goals, working with clients, stakeholders, and regulators. Mr. Gutberlet has managed engineering designs and provided construction management services for projects totaling over \$375 million in construction cost.

**Relevant Experience:**

**Layon Landfill Operations Manual Update; Guam Solid Waste Authority; Senior Engineer**—Provided guidance and review of updates to the operations manual for the Layon Landfill in Guam to include procedures for managing contaminated soil, fats, oils, and grease; and asbestos containing material. Prepared a section of the manual to address treated wood

**Marpi Landfill Cell 2 Rehabilitation and Cell 3 Development Design, Saipan, Commonwealth of the Northern Mariana Islands; Senior Engineer**—Guided development of the design for rehabilitation of Cell 2 and construction of Cell 3 at the Marpi Landfill, located in Saipan, Commonwealth of the Northern Mariana Islands. Led team of solid waste engineers with support from local civil, electrical, and mechanical engineers to develop two sets of construction bid documents. Cell 2 was constructed in 2002 based on projected waste generation rates, but the change in the island's population and economic output significantly reduced the volume of waste generated. As such, the cell has been unused for 18 years and needs rehabilitation before waste is placed. EA is designing the required rehabilitation for Cell 2 and the design for the new Cell 3 to ensure Saipan has available landfill capacity in the future. Responded to bidders questions during the bid phase and contractor questions during the construction phase of Cell 2.

**Puerto Rico Dump and Marpi Landfill Gas Feasibility Study, Saipan, Commonwealth of the Northern Mariana Islands; Senior Engineer**—Guided development of a feasibility study for Landfill Gas Collection and Beneficial Reuse at the Puerto Rico Dump and Marpi Landfills, located in Saipan, Commonwealth of the Northern Mariana Islands. Alternatives analysis included evaluation of landfill gas generation at each site using LandGEM modeling, conceptual design of a landfill gas collection system, assessment of landfill gas beneficial reuse alternatives, capital and operational cost estimates of alternatives, and recommendations for next steps to consider in developing a project. Beneficial reuse options considered including electricity generation for on-site use using small reciprocating engine or microturbine, or direct use for leachate evaporator. Developed a pictograph summarizing the findings of the study for the client to include in local media coverage of the project.

**Tinian Dump Design and Permitting; Commonwealth of the Northern Mariana Islands; Capital Improvement Program; Design Manager**—Design Manager for design and permitting of site improvements to bring the Tinian Dump into compliance with Commonwealth of the Northern Mariana Islands regulations. Developed conceptual design for the site to provide an additional 10 years of capacity for waste placement and to improve site security. Developed an operations plan for the site to address screening of incoming waste, handling of hazardous materials, waste compaction, daily cover of waste, and prepared an operations manual to document the procedures. Overseeing local design team for detailed design of the facility.

**Rota Dump Design and Permitting; Commonwealth of the Northern Mariana Islands; Capital Improvement Program; Design Manager**—Design Manager for design and permitting of site improvements to bring the Rota Dump into compliance with Commonwealth of the Northern Mariana Islands regulations. Developed conceptual design for the site to provide an additional 20 years of capacity for waste placement, improve site security, provide space for waste segregation and recyclables collection, and incorporate a septage receiving facility. Developed an operations plan for the site to address

**Office Location:** Hunt Valley, MD**Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill compliance
- ✓ Solid waste planning
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Bidding, Cost Estimating, Evaluation support

**Years of Experience:** 29**Years with EA:** 29**Education**

M.S./Civil Engineering  
(Geotechnical)/1994 (Virginia Polytechnic Institute and State University)

B.S./Civil Engineering/1993 (Virginia Polytechnic Institute and State University)

**Registrations/****Certifications/Training**

- Registered Professional Engineer—FL, KY, MD, TN, VA
- Board Certified Environmental Engineer (BCEE), Solid Waste Management (18-20018)
- Solid Waste Association of North America; Mid-Atlantic Chapter; 2008–present
- Training - Efficiencies in Sediment Remedial Selection and Implementation; 2013
- Training - Geotechnical Aspects of Bioreactor Landfill Design, ASCE; 2006



screening of incoming waste, handling of hazardous materials, waste compaction, daily cover of waste, and prepared an operations manual to document the procedures. Overseeing local design team for detailed design of the facility.

**Puerto Rico Dump Closure Alternatives Analysis; Saipan, Commonwealth of the Northern Mariana Islands; Capital Improvement Program; Senior Engineer**—Senior Engineer for alternatives analysis to evaluate the Puerto Rico Dump site and the potential to cap the site in accordance with RCRA regulations while providing a park-like re-use for the site. Managed engineering team who prepared the analysis and cost estimating for the various options. Team reviewed a closure design prepared by others and identified potential savings of \$2M by utilizing alternative capping material.

**Cranston Landfill Monitoring and Maintenance, Cranston, Rhode Island; CSLPPG; Senior Technical Reviewer**—Reviewed annual landfill inspection reports and provided feedback to the team for the Cranston Landfill inspection in accordance with state regulations and the Rhode Island Department of Environmental Management letter of compliance for the site. Landfill consists of vegetated side slopes, ClosureTur® cap, solar installation, gas collection system, leachate controls, surface water management structures, etc. Provided input on approaches to stabilize an eroding drainage downchute. Made recommendations based on cost effectiveness, protection of the existing capping system, permanence of the repair, and construction access.

**Carroll County Resource Recovery Park and Northern Landfill; Northeast Maryland Waste Disposal Authority; Project Manager**—Led project team of engineers, scientists, geologists, surveyors, landscape architects, and others for preparing a Master Plan to guide future improvements and expansion of the existing landfill and waste transfer facilities to maximize the investment in the purchase of adjacent property. Tasks included assessing existing site natural resources and environmental setbacks/restrictions, evaluating existing site infrastructure conditions and needs, analyzing existing traffic volumes and investigating options for improved traffic circulation, developing conceptual layouts for new site component facilities (landfill, transfer station, compost facility, homeowner drop-off area, scales, scale house, administration building, maintenance building, utilities, and roads), preparing conceptual designs for co-locating new site waste collection and handling facilities for greater efficiency, and preparing conceptual designs for a new site entrance to enhance access and safety. Identified permitting requirements for the project and submitted the Phase I Report to Maryland Department of the Environment to begin the Refuse Disposal Permit process. Future tasks include full landfill expansion design, leachate management, stormwater management, landfill gas management, and construction-phase services.

**Montgomery County Organic Siting Study; Montgomery County, Maryland; Maryland Environmental Service/Montgomery County; Senior Engineer**—Provided guidance and reviewed deliverables for an organics feasibility study to meet the County's food scrap, non-recyclable paper, and yard trim diversion needs for 2025–2045. The team developed detailed organics generation and capture projections for the planning period considering residential, commercial, backyard, community, on-farm and private collections sources; conducted a technology review of compost and anaerobic digestion equipment; performed siting study, including site visits to existing County solid waste facilities and geographic information system-based desktop review of County-owned parcels; reviewed end markets for finished products, including compost, biogas and digestate, to evaluate current market capacity; and developed alternatives for proposed processing facilities, including considerations for pilot-scale and phased implementation.

**Campbell County, Virginia, Solid Waste System Evaluation; Gershman, Brickner & Bratton, Inc.; Senior Engineer**—Provided guidance and review of an alternatives analysis memo and cost estimate for the evaluation of future waste management options as part of a regional authority or at the County level. The EA team evaluated options for expansion of an existing landfill and siting of a new landfill in the County. Estimated airspace volume, years of landfill life, capital and operating costs, and compared factors related to design, permitting, and public acceptance.

**Pit Scale Modification; Delaware Solid Waste Authority; Senior Engineer**—Provided guidance and reviewed design deliverables for modifications to the pit scales at the Delaware Solid Waste Authority's Pine Tree Corners Transfer Station. EA designed the replacement of two pit scales to make them easier to maintain and the wiring more resistant to damage from rodents. The design included researching several scale models from various vendors to identify the most applicable product, a structural assessment of the piers supporting the pit scales, and electric connection. EA prepared drawings, specifications, and a construction cost estimate.

**Former Griffiss Air Force Base Landfill Closures; Conti Environmental; Project Engineer**—Project Engineer for five landfill cap design-build projects in Rome, New York at the Former Griffiss Air Force Base. Performed various calculations in support of cap design including drainage layer capacity calculations and final cover system veneer stability calculations. Managed and mentored junior design staff through site layout, site grading, cost estimating, and work plan preparation. Worked with the client, the USACE—New York District and Kansas City District, personnel at the base, and New York State Department of Environmental Conservation to address project needs. Met with New York State Department of Environmental Conservation to accelerate the design review process due to an aggressive design and construction schedule based on the client's needs.





**Billy Janasak, P.E.****Project Manager**

The EA Team will be managed by Billy Janasak, P.E., who resides on Guam, and will provide overall client management services to GSWA and ensure that the most-qualified, cost-effective project teams are assembled for each project. His responsibilities will include communication with the GSWA general manager, contract oversight (i.e., scope, schedule and cost), implementation of EA's quality assurance (QA)/quality control (QC), and review of contract deliverables. Mr. Janasak is a Guam registered Professional Engineer with more than 17 years of experience in compliance, construction, design, and preparation of reports for projects such as earthen dams, landfill expansions, landfill/dump closures, environmental compliance, wetland reclamation, containment systems, geosynthetics, piping systems, and concrete. He has worked on Guam in solid waste engineering roles for 12 and half years on projects such as the Layon Landfill and the Ordot Dump Closure, post-closure operations and compliance. Mr. Janasak has extensive hands-on experience in compliance, site supervision, construction quality assurance, and construction management. His field experience includes geotechnical, geosynthetics installation, piping installation, drilling, monitoring well construction, and concrete. Mr. Janasak is well versed in federal environmental policies as well as local rules and regulations.

**Relevant Experience:**

**GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22; Project Manager**—Managing this IDIQ contract to support GSWA with various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. To date, the firm has supported the following tasks: Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023); Layon Landfill Detection Monitoring Program Rounds 25 through 28; and Ordot Dump Closure Facilities Groundwater Tracer Dye.

**Layon Landfill Book 7 Operations Manual Amendment; Guam Solid Waste Authority; Project Manager**—Developed the amendment to Layon Landfill's Operation's Manual to allow them to accept alternate waste streams. These waste streams included contaminated soil, treated/painted wood products, asbestos-containing materials, chipped tires, sandblast media, fats, oils and greases. Managed all aspects of the project including budget, schedule, client management, meetings, and construction of the report.

**Ordot Leachate Sewer Rate Classification Evaluation, Ordot, Guam; Project Manager**—Review of the historical leachate data for the Ordot Closure Facility leachate and provide a multivariate chemical mixture fingerprinting analysis using the Similarity Index and Principal Component Analysis (PCA) to determine what industry the constituents of the leachate most closely resemble per the industries that GWA has listed for commercial discharge.

**Layon Landfill Nonmethane Organic Compounds Landfill Gas Monitoring, Inarajan, Guam; Project Manager**—Performing landfill gas monitoring of nonmethane organic compounds (NMOC) at the Layon Landfill, Inarajan, Guam. The scope of work involves installation of temporary direct push gas probes, test borings, sample collection, and calculation of NMOC concentrations at Cells 1 and 2.

**Layon Landfill Stormwater Pollution Prevention Plan Update; Inarajan, Guam; Guam Solid Waste Authority.; Project Manager**—Responsible for preparing an updated Stormwater Pollution Prevention Plan in accordance with the U.S. Environmental Protection Agency multi-sector general permit. Performed review and technical support for the updating of the Stormwater Pollution Prevention Plan.

**Layon Landfill Leachate Monitoring Program, Inarajan, Guam; Project Manager**—Water Quality Leachate Monitoring at the Layon Municipal Solid Waste Landfill, Inarajan, Guam. The Water Quality Monitoring project involves the collection and analysis of leachate at the Layon Landfill and flow measurement collection at the Inarajan booster pump station. Leachate samples are collected twice per month for a 12-month period. The results of the sampling events will be evaluated, and the report will be submitted to the Guam Solid Waste Authority (GSWA) and Guam Environmental Protection Agency (EPA) on a quarterly basis. Supported FY 21 and FY 22.

**Office Location:** Barrigada, Guam

**Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill cell closure
- ✓ Solid waste planning management
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Environmental compliance
- ✓ Bidding, Cost Estimating, Evaluation support
- ✓ Stakeholder/regulator involvement

**Years of Experience:** 17

**Years with EA:** 3

**Education**

B.S./Environmental Engineering/2007

**Registrations/****Certifications/Training**

- Registered Professional Engineer—Guam (#2177, 2022)
- OSHA 40-Hr HAZWOPER and 8-Hr Refresher
- OSHA 8-Hour Hazardous Waste Operations Supervisor Training; 2018
- AutoCAD Civil 3D 2007
- Troxler/Humboldt Nuclear Density Gauge 2007
- EA PFAS Training
- CPR and First Aid Training

**Attachments**

**May 2024**

*Attachments are excluded from the total page count per RFP instructions.*



**Cultural Resources Services for the Pipeline Corridor for the Guam Power Authority EPCM New Power Generation Project, Dededo, Guam; Stanley Consultants; Project Manager**—Construction Management on activities for the new 200-megawatt power plant and fuel pipeline demolition and removal. Worked on documenting the archaeological monitoring, the biomonitoring, Stormwater Pollution Prevention Plan/EPP compliance as well as construction oversight.

**Layon Landfill Detection Monitoring Program (DMP), Inarajan, Guam; Project Manager**—DMP involves the collection and analysis of surface water and groundwater samples from point-of-compliance sample locations, landfill gas monitoring, subdrain water monitoring, and stormwater benchmark monitoring at the landfill. The results of the sampling events are submitted to the Guam Solid Waste Authority (GSWA) and Guam Environmental Protection Agency (Guam EPA). Sampling results for stormwater compliance are submitted by the operator to the USEPA. Supported Round 21 to 22 and Round 23 to 24.

**Ordot Dump Closure – Design/Construction Management/Operations/Compliance, Guam Solid Waste Authority (GSWA)/Federal Court Receiver, Guam:**

- **Ordot Dump Final Closure, Ordot, Guam; Operations Manager/Site Supervisor/Project Manager**—Responsible for monitoring and operations post final closure of the 80-year-old Ordot Dump, including maintenance, monitoring, and ensuring compliance of the following systems: leachate collection and return; gas collection and control; surface water, groundwater and landfill gas monitoring; stormwater collection; and soil vapor extraction. Oversaw Guam EPA permit compliance, reporting and renewal, MSGP permit compliance, and reporting. Performed oversight of construction repairs to earthen dam that included design, bidding, and construction oversight. Managed multiple crews for the following activities: construction, landscaping, drilling, repair, pumping, and plumbing.
- **Ordot Dump Final Closure, Ordot, Guam; Construction Management/Quality Assurance**—Responsible for monitoring and operations post final closure of the 80-year-old Ordot Dump, including maintenance and compliance of the following systems: leachate collection and return; gas collection and control; surface water, groundwater and landfill gas monitoring; stormwater collection; and soil vapor extraction. Oversaw Guam EPA permit compliance and reporting. Conducted a methane soil investigation that included oversight of drilling and construction of monitoring wells, operation of a pilot soil vapor extraction system to test the influence required in the design of the permanent system, and the utilization boreholes for shallow soil methane testing.

**Layon Landfill, Malojoj Guam; Construction Management/Construction Quality Assurance**—Provided oversight for the construction of the Layon Landfill in Malojoj, Guam. Reviewed construction drawings and technical specifications to ensure proper construction, including the installation of soils, geosynthetics, impermeable clay liner, installation of LCRRS and landfill gas piping, metal storage tanks, sumps, pumps, and concrete. Performed the following tests: proctors, plasticity index, sieves, single ring permeability, flex wall permeability, and destructive/nondestructive seam tests.

**Multiple Award Environmental Services Per- and Polyfluoroalkyl Substances (PFAS) Site Inspection Barrigada Readiness Center, Barrigada, Guam; U.S. Army Corps of Engineers; Senior Engineer**—Provided local Guam support for project that includes site inspection of drainage, coordination of subcontractors, coordination of field activities, sampling for water for PFAS. Provided oversight for the sampling of soils for PFAS utilizing a handheld auger and a hollow-stem auger to collect subsurface samples.

**Construction Management Services for the Guam Power Authority EPCM New Power Generation Project, Dededo, Guam; Stanley Consultants; 2021-Present; Project Manager**—Observe and report on activities for the new 200-megawatt power plant and fuel pipeline. Provided oversight of the demolition and removal of the existing pipeline. Provided oversight for the construction of the pipeline. Documented the archaeological monitoring, the biomonitoring, Stormwater Pollution Prevention Plan/Environmental Pollution Prevention Plan compliance for the power plant and pipeline construction. Communicated with the client and produced daily reports.

**Confidential Client, Wetland Delineation Support; Project Manager**—Wetland delineations were conducted via the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Hawaii and Pacific Islands Region (Version 2.0) and the Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Hawaii and Pacific Islands Region (2012). The wetlands were delineated over 600 acres for a future solar farm. Managed all aspects of the project including budget, schedule, client management, meetings, and fieldwork.

**Homeland Defense of Guam Environmental Impact Statement; Project Manager**—Responsible for development and oversight of the stormwater low impact development, potable water and wastewater portions of the environmental impact statement. The stormwater impacts were determined utilizing HydroCAD. The stormwater portion developed strategies for stormwater management utilizing engineered controls and low impact development features. The impacts to the potable water and wastewater systems required the modeling of systems utilizing GEMS modeling software. The potable water and wastewater portion recommended conceptual plans/designs and provided analyzed alternatives.



**Krystal Glor K. Quijano****Assistant Project Manager**

Ms. Quijano resides on Guam and has 11 years of relevant experience. She will serve as Assistant Project Manager, working with the Project Manager to support contract oversight (i.e., scope, schedule and cost), implement EA's quality assurance (QA)/quality control (QC) and review contract deliverables, and ensure work meets client satisfaction. She has served as the Deputy/Assistant Project Manager on WAs for GSWA, projects for the Department of Defense, Government of Guam, and Commercial Projects in Guam, the Commonwealth of the Northern Mariana Islands, and Japan. Ms. Quijano has also provided safety oversight and management, and quality control management. Her experience also includes preparing proposals for the above-mentioned clients. Ms. Quijano has worked for GSWA on projects such as the Water Quality Monitoring at the Inarajan Wastewater Treatment Plant, and Layon Landfill, and other water quality monitoring programs with the Navy at Andersen Air Force Base and at the Tiyan Landfill. She has also provided construction management, quality control, and safety oversight on well rehabilitation and expansion projects. She has also worked on projects for the Department of Public Works preparing federal and local environmental permits and is familiar with local rules and regulations.

**Relevant Experience:**

**GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22, Deputy Project Manager**—Supporting this IDIQ contract to support GSWA with various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. To date, the firm has supported the following tasks: Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023); Layon Landfill Detection Monitoring Program Rounds 25 through 26; and Ordot Dump Closure Facilities Groundwater Tracer Dye.

**Environmental Plans for P-699 Initial Deployment for MDA Sites, Andersen Air Force Base, Guam; Ian Corporation; Project Manager**—Developed winning proposal, coordinated with client, coordinated pre-construction field visit and report. Other plans developed included an Environmental Protection Plan, Stormwater Pollution Prevention Plan, Green Waste Management Plan, Dust Abatement plan, and others. Manage all aspects of the project including budget, client management, schedule, and fieldwork.

**Environmental Permitting for P-554 Fuel Bridge Construction, Atantano Bridge, Guam; Caddell-Nan Joint Venture; Project Manager**—Prepare federal and environmental permits including U.S. Army Corps of Engineers 404 permit request, and biological surveys and reporting. Manage all aspects of the project including budget, client management, schedule, and fieldwork.

**Ordot Dump Closure – Architect-Engineer Environmental Services, Technical Assistance, EPA Region 9, Ordot Guam; Quality Control Specialist**—Performed site inspections and interviews with stakeholders including landfill engineers and Ordot Mayor to assist with Ordot Dump Closure.

**Layon Landfill Detection Monitoring Plan Rounds 19 and 20, Inarajan, Guam; Guam Solid Waste Association; Scientist**—Performed field sampling activities for groundwater, landfill gas monitoring, and for the stormwater pollution prevention plan. Record data into logbook and completed field sheets associated with sampling activities. Write technical memoranda for client.

**Construction Battalion Landfill Long-Term Maintenance, Finegayan, Guam; Contract N62742-16-D-1810; Task Order N6274222F0149; Project Manager**—Fieldwork includes bi-annual inspection of landfill cover and oversight of vegetation maintenance subcontractor and survey subcontractor. Coordinate with subcontractors for field schedules, conduct preparatory and kick-off meetings, conduct daily safety meetings, prepare production reports, inspection reports, and invoice reports.

**Office Location:** Barrigada, Guam

**Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill cell closure
- ✓ Solid waste planning management
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Environmental compliance
- ✓ Bidding, Cost Estimating, Evaluation support
- ✓ Stakeholder/regulator involvement

**Years of Experience:** 11

**Years with EA:** 3

**Education**

B.A./Environmental Studies/2012

**Registrations/****Certifications/Training**

- OSHA 40-Hour Hazardous Waste Operations and Emergency Response Training; 2013
- OSHA 8-Hour Hazardous Waste Operations and Emergency Response Refresher; 2022
- Construction Quality Management for Contractors; 2017
- 40-Hour EM-385-1-1 Construction Safety Hazard Awareness Training; 2017
- Confined Space Entry Training
- Scaffolding Training
- EA PFASTraining
- CPR and First Aid Training





**Site 2A Consolidation Unit Long-Term Maintenance, Andersen Air Force Base, Guam; Contract N62742-16-D-1810; Task Order N6274221F0167; Site Safety and Health Officer—**Fieldwork includes quarterly inspection of the landfill cover and oversight of vegetation maintenance subcontractor and erosion repair subcontractor. Coordinate with subcontractors for field schedules, conduct preparatory and kick-off meetings, conduct daily safety meetings, prepare production reports and inspection reports.

**Orote Landfill Biennial Seawall Inspection and Quarterly Cap Maintenance, Naval Base, Guam; Naval Facilities Engineering Systems Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); Contract N62742-16-D-1810; Task Order N6274220F0128; Site Safety and Health Officer—**Fieldwork includes oversight of subcontractors to perform quarterly vegetation maintenance, inspection of monitoring wells, gas vent wells, and settlement monuments, and inspection of the seawall site conditions. Coordinate with subcontractors for field schedules, conduct preparatory and kick off meetings, prepare daily production reports and inspection reports.

**Post-Removal Action Maintenance and Monitoring, Former Naval Air Station Agana (Tiyan) Landfill, Guam; Naval Facilities Engineering Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); Contract N62742-16-D-1810; Task Order N6274219F0153; Site Safety and Health Officer—**Fieldwork includes inspections of the landfill wells, vents, settlement monuments, stormwater basins, perimeter fencing, and vegetation; groundwater sampling and gauging, landfill gas monitoring, and oversight of subcontractors to perform vegetation maintenance and settlement monitoring. Coordinate with subcontractors for field schedules, conduct preparatory and kick off meetings, daily safety meetings, prepare daily production reports and inspection reports.

**Long-Term Maintenance Site 20A Waste Pile 7, MARBO Annex, Andersen Air Force Base, Guam; Naval Facilities Engineering Systems Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); Contract N62742-16-D-1810; Task Order N6274222F0150; Project Manager—**Fieldwork includes triannual landfill cover inspections and oversight of subcontractors to perform vegetation maintenance. Coordinate with subcontractors for field schedules, conduct preparatory and kick off meetings, conduct daily safety meetings, prepare daily production reports, inspection reports and invoice reports.

**Orote Landfill Biennial Seawall Inspection and Quarterly Cap Maintenance, Naval Base, Guam; Naval Facilities Engineering Systems Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); Contract N62742-16-D-1810; Task Order N6274220F0128; Site Safety and Health Officer—**Fieldwork includes oversight of subcontractors to perform quarterly vegetation maintenance, inspection of monitoring wells, gas vent wells, and settlement monuments, and inspection of the seawall site conditions. Coordinate with subcontractors for field schedules, conduct preparatory and kick off meetings, prepare daily production reports and inspection reports.

**Post-Removal Action Maintenance and Monitoring, Former Naval Air Station Agana (Tiyan) Landfill, Guam; Naval Facilities Engineering Command (Joint Venture Partner with EnviroServices and Training Center – EATC Joint Venture); Contract N62742-16-D-1810; Task Order N6274219F0153; Site Safety and Health Officer—**Fieldwork includes inspections of the landfill wells, vents, settlement monuments, stormwater basins, perimeter fencing, and vegetation; groundwater sampling and gauging, landfill gas monitoring, and oversight of subcontractors to perform vegetation maintenance and settlement monitoring. Coordinate with subcontractors for field schedules, conduct preparatory and kick off meetings, daily safety meetings, prepare daily production reports and inspection reports.

**2020-2021 Water Quality Monitoring at the Inarajan Wastewater Treatment Plant; Inarajan, Guam; Guam Solid Waste Authority; Scientist—**Conduct water quality monitoring at the Inarajan Wastewater Treatment Plant in association with the Inarajan Leachate Treatment Design. Collect leachate water samples at the Layon Landfill. Validate data from lab analyses and imported into tables to supplement reports.

**Drum Disposal, Lonfit Ammunition Depot and Vicinity; U.S. Army Corps of Engineers—Huntsville; Health and Safety Officer—**Provide health and safety oversight to dispose 72 drums located within a dilapidated Quonset hut in Asan, Guam as well as demolition and disposal of hazardous materials. Work included removal of asbestos-containing material and lead-based paints. Conduct daily health and safety meetings, and ensure fieldwork is completed in accordance with the project Health and Safety Plan.

**Ordot Dump Closure – Architect-Engineer Environmental Services, Technical Assistance, EPA Region 9, Ordot Guam; Quality Control Specialist—**Performed site inspections and interviews with stakeholders including landfill engineers and Ordot Mayor to assist with Ordot Dump Closure.

**FEMA Individual Assistance Support Contract, Typhoon Yutu Relief, CNMI; Deputy Project Manager—**Coordinated mobilization of project team from Guam and the continental U.S. to Saipan and Tinian, develop standard operation procedures for project, daily coordination and reporting to FEMA which includes management of a live online reporting system, prepare proposals for repairs following assesment of each home, coordination with subs and project logistics.



**Bob Shambach, P.G.****Task Manager – Geology**

Mr. Shambach is a registered Professional Geologist with more than 29 years of experience working on solid waste and other environmental projects for the public sector and government agencies throughout the U.S., Saipan, and Guam. In his role as Task Manager – Geology, Mr. Shambach will support the Guam team on groundwater-related work tasks, DMP work plan revisions, and DMP report reviews and be responsible for providing knowledge of previous and current projects performed at the Layon Landfill. He has been working on environmental and design projects on Guam for more than 25 years, including work for the solid waste receiver since 2009 and GSWA since 2018. He was the project manager for more than 30 projects under the Receiver and 6 projects under GSWA. He assisted in the design and rehabilitation of current and new landfill cells on Saipan. Additionally, he managed the field effort of over 30 solid waste management unit sites at Andersen AFB, Guam. These projects involved surface and subsurface investigations, and required analyses of soil, wastewater, and sludge samples.

**Relevant Experience:**

**GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22; Senior Geologist**—Supporting this IDIQ contract to support GSWA with various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. To date, the firm has supported the following tasks: Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023); Layon Landfill Detection Monitoring Program Rounds 25 through 26; and Ordot Dump Closure Facilities Groundwater Tracer Dye.

**Area 101 RI/FS, Yigo, Guam (Contract No. W912DY-16-D-0012); Senior Geologist**—Providing support for a RI/FS at an 843-acre munitions response site called Area 101. Assisted with preparation of the Uniform Federal Policy-Quality Assurance Project Plan and other planning documents.

**Layon Municipal Solid Waste Landfill Detection Monitoring Plan/Compliance Monitoring; Inarajan, Guam; Senior Geologist**—Review field sampling activities for groundwater, stormwater pollution prevention plan, stormwater benchmark sampling, landfill gas monitoring, and at the subdrain tank monitoring and stormwater sample collection. Perform final review and approval of the inspection reports, quarterly technical memorandums and semi-annual detection monitoring reports to the client and regulators within 90-days of sampling event.

**Layon Landfill Water Quality Compliance Monitoring; Inarajan, Guam; Project Manager**—Project Manager for Guam's Layon Landfill compliance water quality monitoring. Included two rounds of detection monitoring by sampling of groundwater and surface water, quarterly landfill gas monitoring and reporting, subdrain tank monitoring, and stormwater sample collection. Detection monitoring reports were completed and submitted within 90 days of sampling event.

**Tier 2 Landfill Gas Sampling-NMOC; Layon Municipal Landfill; Inarajan, Guam; Project Manager**—Project Manager with the installation of temporary direct-push gas probes, sample collection using summa canisters, shipping samples to laboratories, and providing non-methane organic compound report.

**Indefinite Delivery/Indefinite Quantity Fixed Price Remedial Action Contract (N62742-16-D-1810), Naval Facilities Engineering Command (Contract Task Order 005, N674219F0110, N674218F0144) Orote Landfill and CB Landfill Cover Maintenance and Inspection at Naval Base Guam, Guam; Site Task Manager**—Supervised the field portions of contract on Guam. Work elements of the project included Project planning and management, Health and Safety Plan, Landfill Cover Maintenance, and Reporting. Performed biannual and quarterly cover maintenance including subcontractor oversight of vegetation cutting, inspection of monitoring wells, landfill gas vent wells, and settlement monuments.

**Layon Landfill Stormwater Pollution Prevention Plan Inspection; Inarajan, Guam; Project Manager**—Managed the performance of quarterly visual assessments, annual comprehensive site inspection, and annual report for stormwater

**Office Location: Hershey, PA****Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill cell closure
- ✓ Solid waste planning management
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Environmental compliance
- ✓ Bidding, Cost Estimating, Evaluation support
- ✓ Stakeholder/regulator involvement

**Years of Experience: 29****Years with EA: 29****Education**

B.S./Geology/1994 (Bloomsburg University)

B.S./Earth Space Science/1994 (Bloomsburg University)

**Registrations/****Certifications/Training**

- Professional Geologist—PA (No. PG004866)
- Construction Quality Management for Contractors (USACE); 2016
- OSHA 40-Hr HAZWOPER and 8-Hr Refresher
- OSHA 8-Hr Haz Waste Advisory and Supervision Training
- CPR and First Aid

**Attachments****May 2024**

*Attachments are excluded from the total page count per RFP instructions.*



discharges at the Layon Landfill following the Stormwater Pollution Prevention Plan and multi-sector general permit from U.S. Environmental Protection Agency Region 9.

**Layon Landfill Stormwater Pollution Prevention Plan Inspection; Inarajan, Guam; Project Manager**—Managed the performance of quarterly visual assessments, annual comprehensive site inspection, and annual report for stormwater discharges at the Layon Landfill following the Stormwater Pollution Prevention Plan and multi-sector general permit from U.S. Environmental Protection Agency Region 9.

**Marpi Landfill Cell 2 and Cell 3 Design; Saipan, CNMI; Project Manager**—Project Manager for development of the design for rehabilitation of Cell 2 and construction of Cell 3 at the Marpi Landfill, located in Saipan, CNMI. Led a team of solid waste engineers with support from local civil, electrical, and mechanical engineers to develop two sets of construction bid documents. Cell 2 was constructed in 2002 based on projected waste generation rates, but the change in the island's population and economic output significantly reduced the volume of waste generated. As such, the cell has been unused for 18 years and needs rehabilitation before waste is placed. EA is designing the required rehabilitation for Cell 2 and the design for the new Cell 3 to ensure Saipan has available landfill capacity in the future.

**Tinian Landfill Assessment and Design; Tinian, CNMI; Project Manager**—Coordinated with regulators, senior technical review, and local engineering firms for the design and permitting of site improvements to bring the Tinian Dump into compliance with CNMI regulations. Coordinated with the Saipan design team on completion of the project within budget.

**Rota Landfill Assessment and Design; Rota, CNMI; Project Manager**—Coordinated with regulators, senior technical review, and local engineering firms for the design and permitting of site improvements to bring the Rota Dump into compliance with CNMI regulations. Coordinated with the Saipan design team on completion of project within budget.

**Puerto Rico Dump Closure Alternatives Analysis; Saipan, CNMI; Project Manager**—Oversaw and managed permitting, equipment mobilization, probe installation, sample collection/analysis for onsite field crews, and offsite laboratory reporting. Coordinated with local engineering firms and senior technical review staff to identify alternative engineering options.

**Puerto Rico Dump and Marpi Landfill Gas Feasibility Study; Saipan, CNMI; Project Manager**—Project Manager for development of a feasibility study. Alternatives analysis included evaluation of landfill gas generation at each site using LandGEM modeling, conceptual design of a landfill gas collection system, assessment of landfill gas beneficial reuse alternatives, capital and operational cost estimates of alternatives, and recommendations for next steps to consider in developing a project. Beneficial reuse options considered including electricity generation for onsite use using a small reciprocating engine or microturbine, or direct use for leachate evaporator. Developed a pictograph summarizing the findings of the study for the client to include in local media coverage of the project.

**Environmental Support Services for J017-11 Utilities & Site Improvements Phase II Main and Commercial Gates, U.S. Marine Corps Base Camp Blaz, Dededo, Guam; Pacific Rim Contractors; Project Manager**—Provided preconstruction documents in support of construction project on new Marine Corps Base. Documents consisted of a Stormwater Pollution Prevention Plan, Dirt and Dust Control Plan, Waste Management Plan, Hazard Analysis and Critical Control Point Plan, and Environmental Protection Plan.

**Northern Guam Lens Aquifer Monitoring System Expansion Project for the Guam Water and Wastewater Infrastructure Improvements Program, Guam; Brown and Caldwell; Project Manager/Senior Geologist**—Project consisted of design of seven new deep groundwater monitoring wells and rehabilitation of seven existing deep groundwater monitoring wells, and construction management of new well installation and rehabilitation well construction. New deep-water wells that were constructed were deep observation wells with a minimum depth of 540 feet utilizing the air rotary drill method. The construction of the well consisted of installing the surface casing, the polyvinyl chloride casing, gravel pack, bentonite, and grout. The aboveground construction consisted of installation of concrete pads, the enclosures, and security fencing. The rehabilitation activities included the construction of new concrete structures, casing material upgrades, new well enclosures and the improvement to each site's security. Responsible for construction management and response to RFIs.

**J-001B Data Management and Soil Management Plan for J-001B, Naval Base Guam Training Station, Finegayan, Guam, NAVFAC Pacific, Guam; Professional Geologist**—Conduct of Phase I Environmental Site Assessment Reports, Phase II Preparation of a Soil Management Plan specific for a new 650-acre future U.S. Marine Base on Northern Guam. The Soil Management Plan includes best management practices for future construction contractors to follow to ensure that excess soil is managed in accordance with explosive safety ordinance. Practices include screening, handling, stockpiling, transporting, placement, and tracking of excavated soils. The Soil Management Plan also complies with the requirements of the Explosives Safety Submission, Munitions Response Sites for Guam Construction Support. The project also included field data collection of soil thickness, *in situ* soil classification and Stratification during the J-001B site preparation, and utility installation. The field data collection was reported for support of a site-side three-dimensional geographic information system model of the soil thickness for future reference.





**Laura Jo Oakes, P.E., BCEE****Task Manager – Civil/Environmental Engineering**

Ms. Oakes is a senior engineer and profit center manager for EA's engineering practice managed out of our Hunt Valley, Maryland Headquarters. She is experienced in providing design and construction management services for solid waste facilities. This includes leading landfill cell pre-design, design, and construction activities. Provides similar services for landfill closure, landfill gas systems, and groundwater and surface water monitoring programs. Has performed and assists in managing the development of contract drawings, specifications, and cost estimates for landfills; performs and now manages landfill gas, groundwater, leachate, and surface water monitoring activities; assists in the implementation of corrective action activities to improve a landfill leachate treatment system; oversees monitoring well installations; and prepares various monitoring and sampling reports and plans.

**Relevant Experience:**

**Layon Landfill Leachate Monitoring 2022-2023; Guam Solid Waste Authority; Senior Engineer**—EA performs field sampling activities for leachate monitoring. Reviewed leachate monitoring for the Layon Municipal Solid Waste Landfill and provided recommendations on the frequency of sampling that is representative of leachate quality for discharge to the wastewater treatment plant.

**Layon Landfill and Ordot Closure Facility Leachate Review; Guam Solid Waste Authority, Guam; Senior Engineer**—Senior Engineer for the evaluation of leachate quality from the Layon and Ordot Landfill facilities that is discharged to the Guam Water Authority. The review focuses on the quality of the leachate as it relates to commercial user classifications.

**Layon Leachate Monitoring 2022-2023; Guam Solid Waste Authority, Guam; Senior Engineer**—Senior resource for the ongoing leachate monitoring that is performed at the Layon Landfill.

**Beantown Landfill Gas Support; Montgomery County, Maryland; Project Manager**—Project Manager for routine quarterly monitoring and reporting of landfill gas associated with the former Beantown Dump in Rockville, Maryland. Work includes the evaluation of a pilot study which included the modification of one passive venting well only to an active venting well with an individual blower at a feasible location and a close performance observation of the well, prior to modifying all passive venting wells to active systems. The pilot study was approved by the Maryland Department of the Environment (MDE) and right-of-entry agreements with the property owners were updated by EA to perform the work.

**Carroll County Resource Recovery Park; Northeast Maryland Waste Disposal Authority; Senior Engineer**—Senior engineering resource for a comprehensive evaluation and development of a facility master plan to guide planning, design, and construction of the improvements necessary to provide adequate customer support for current and future projected needs. This work includes design and permitting of an expansion to the Northern Landfill, replacement, or upgrade of infrastructure to support the landfill, siting of a new waste and recyclables materials transfer station, siting of a replacement residential use area, and the identification and evaluation of certain technologies/processes at the direction of the County. Permitting includes preparation of a Phase I Report, Phase II Report, and Phase III Report in accordance with the guidelines established under the Code of Maryland Regulations 26.04.07 for municipal landfills. Landfill expansion design includes grading, waste relocation, stormwater management, erosion and sediment control, landfill cell design, leachate transmission design, and construction phasing.

**Gude Landfill Groundwater and Stormwater Pollution Prevention Plan Support; Montgomery County, Maryland; Project Manager**—Managed semi-annual groundwater reporting and support services for the Gude Landfill located in Rockville, Maryland. Work includes sampling and analysis of 51 monitoring locations, review and quality control of analytical data; database management; statistical analysis; groundwater contour map preparation; and preparation of the semi-annual report submission to MDE. EA reviewed and updated the existing Stormwater Pollution Prevention Plan per the new 20-SW General Permit for Stormwater Discharges Associated with Industrial Activities, including but not limited to points of contact,

**Office Location: Hunt Valley, MD****Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill compliance
- ✓ Solid waste planning
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Bidding, Cost Estimating, Evaluation support

**Years of Experience: 19****Years with EA: 18****Education**

**M.S./Civil Engineering**  
(Environmental Specialty)/2005  
(Clarkson University)  
**B.S./Civil Engineering (minor in Environmental Science)**/2003  
(Clarkson University)

**Registrations/****Certifications/Training**

- Professional Engineer—MD (2009, No. 36798)
- Board Certified Environmental Engineer (BCEE) in Solid Waste Management—American Academy of Environmental Engineers; (2015, No. 15-10009)
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response Training; 1999
- OSHA 8-Hour Hazardous Waste Operations and Emergency Response Refresher; Present

**Attachments****May 2024**

Attachments are excluded from the total page count per RFP instructions.

activities at the facility, site map, site drainage, inventory of potential pollutant sources, and best management practices. There are 8 out of 10 outfalls currently functional at the Landfill. EA conducted a site visit as a step to update the Stormwater Pollution Prevention Plan per the 20-SW General Permit requirements, and to update a Notice of Intent for permit coverage under the 20-SW. EA also performs routine site inspections and visual monitoring.

**Prince George's County Brown Station Road Sanitary Landfill Leachate Pre-Treatment Plant Upgrade; Maryland Environmental Service; Project Manager**—Manages engineering design services for the preparation of a design package for the upgrade of the existing Leachate Pre-Treatment Plant owned by the Prince George's County Department of the Environment and operated by Maryland Environmental Service. Work includes management of EA and subcontractors to perform the work. EA is currently finalizing the concept design and will provide 50, 90, and 100 percent design submittals. Following the design, the EA Team is scoped to provide Bid, Construction, and Post-Construction Phase engineering services. Subcontracted work also includes survey and geotechnical analysis.

**Central Landfill Groundwater Monitoring Plan Update; Worcester County, Maryland; Senior Engineer**— Provided senior review for the update to the Groundwater and Surface Water Monitoring Plan for the Central Landfill Facility located in Worcester County. The Groundwater and Surface Water Monitoring Plan was required to be updated within 90 days of the effective date of the Refuse Disposal Permit.

**Tollgate Homeowner Drop-Off Construction; Maryland Environmental Service; Project Manager**—Performed construction services required for the construction of a replacement retaining wall system located at the site of the current retaining wall system at the Harford County Tollgate Yard Trim Acceptance Facility. Work included submittal review and requests for information responses.

**Anne Arundel County Environmental Monitoring Support, Anne Arundel County, Maryland; Project Manager**—*Environmental Management:* Provided services to the Anne Arundel County Department of Public Works Bureau of Waste Management Services for environmental monitoring and reporting assistance due to an existing vacancy in the Environmental Monitoring Manager position. Held kick-off and progress meetings and prepared meeting agenda and minutes. Reviewed and prepared semi-annual monitoring reports, including groundwater and surface water reports, leachate reports, gas and air quality reports, and waste and scrap tire reports. Assisted the County with updating the existing facility permitting and environmental monitoring tracking spreadsheet for the County's three facilities and provided concise step-by-step instructions for County review and regulatory compliance processes. Developed and organized comprehensive file name conventions for all facility permitting and environmental monitoring reports for the County's three facilities. *Well Installation Oversight:* Provided oversight of mud rotary drilling and installation of a potable water well. Recorded soil boring logs and provided oversight of geophysical logging of the borehole to determine effective placement of well screen and submersible pump. Provided oversight of submersible pump installation, connection to residential plumbing, and site restoration. Documented site activities and provided daily reports and photographs to the client.

**Groundwater Monitoring and Analytical Services for Pocomoke, Berlin, and Snow Hill Landfills; Worcester County, Maryland; Project Engineer/Task Manager**—Managed groundwater and surface water sampling activities for three closed landfills. Prepared semi-annual groundwater monitoring reports for each landfill for submission to MDE in accordance with the landfill's Groundwater Monitoring Plan. This work included analytical data entry into the historical database, updating groundwater contour maps, statistical analysis of analytical results, and data interpretation in accordance with methodologies and reporting formats accepted by MDE.

**Solid Waste Management, On-Call Engineering Services; Department of Public Works, Baltimore County, Maryland; Project Manager/Deputy Project Manager**—Manages multiple ongoing engineering services for two closed landfills, one active landfill, and two acceptance facilities. Work included landfill gas migration mitigation design, groundwater contamination nature and extent investigations, design of an aboveground leachate storage tank, modification of stormwater downchutes, updating the site environmental monitoring plan, and additional on-call engineering support. Other projects have included: *Central Acceptance Facility Household Hazardous Waste Facility:* Managed the design, permitting, and construction of a Hazardous Waste Facility Homeowner Drop-off Facility at the Central Acceptance Facility. Structural design work was performed by subcontractor Dhillon Engineering. Design evaluation included review of an option for an enclosed second story for storage and coordination with Baltimore Gas and Electric for electrical service. *Western Acceptance Facility Evaluations:* Managed an alternatives evaluation for the transfer station to present options for improving the management of liquid collected within the truck scale pits. This included a review of the current hydraulic load cells that are currently used. A separate evaluation was also performed to evaluate improvements to better manage stormwater at the site. *Transfer Station Paving:* Managed the preparation of specifications and plans for paving a several transfer stations. *Leachate Treatment System:* Oversaw the construction phase engineering services for a project to upgrade the aging infrastructure of the existing leachate treatment lagoon and wetland system at Hernwood Sanitary Landfill, including improvements to the existing treatment lagoon and a new building and associated treatment tanks.





**Brenda Nuding****Task Lead—Chemistry**

Ms. Nuding is an environmental professional and chemist with 37 years of experience. As Senior Chemist, she reviews chemical data for compliance with data quality objectives and has served as project and program chemist or project manager on a variety of projects, including site assessments and investigations, at sites located on Guam and CNMI, as well as other locations. She is an excellent technical resource in the design of sampling and analysis plans, data management, statistical analysis, and reporting for remedial actions, long-term landfill monitoring, site investigations, and environmental remediation. As Project Chemist for this effort Ms. Nuding will develop and review project plans for conformance with client and regulatory specifications, review field sampling and sample handling procedures, evaluate qualification and interface with analytical laboratories, assess data validation results, and develop data reporting systems for a variety of end users. She will also review the results of analytical sample data against comparative criteria.

As an environmental chemist, she coordinates with team members and environmental laboratories to meet project requirements and deadlines including the planning for analysis and disposal of contaminated (primarily metals, semivolatile organic compounds, and polychlorinated biphenyls) waste. She performs field sampling of various matrices, including sediment, surface soil, subsurface soil, groundwater, surface water, landfill leachate, and wastes. Ms. Nuding provides senior chemistry review for Environmental Data Management System (EDMS) Tier 2 and Tier 3 validation reports. Prepares and reviews documents for a variety of programs in compliance with the Intergovernmental Data Quality Task Force Uniform Federal Policy (UFP) for Quality Assurance Project Plans (QAPPs).

**Relevant Project Experience:**

**GSWA, Landfill Compliance & Engineering Consulting Services, GSWA-RFP002-22; Project Chemist**—Project chemist on this IDIQ contract to support GSWA with various matters relating to landfill improvements, construction plans and phase services, procurement processes, and environmental compliance. To date, the firm has supported the following tasks: Layon Leachate Monitoring at Inarajan Wastewater Treatment Plant (2023); Layon Landfill Detection Monitoring Program Rounds 25 through 26; and Ordot Dump Closure Facilities Groundwater Tracer Dye.

**Layon Landfill Water Quality Monitoring; GBB; Inarajan, Guam; Project Chemist/STR**—Project chemist for laboratory management, data review, and database management for Guam's Layon Landfill compliance water quality monitoring. Included forty-two rounds of detection monitoring by sampling of groundwater and surface water, quarterly landfill gas monitoring and reporting, sub-drain tank monitoring, and stormwater sample collection. Detection monitoring reports were completed and submitted within 90 days of sampling event.

**Baseline Groundwater Monitoring; Layon Municipal Sanitary Landfill, Guam; GBB; Project Chemist**—Project Chemist for laboratory management, data review, and database management for work at the newly installed municipal sanitary landfill in Layon, Guam. Work involved drilling of five deep and six shallow wells, geologic logging, and installation and development. Provided technical support during the groundwater sampling necessary to establish a Baseline Monitoring Program. In addition, assisted with the preparation of the periodic Baseline Monitoring Reports that described the results of the groundwater and surface water monitoring. Contributed to the review, amendment, and update of the Site-Specific Groundwater Monitoring Plan and associated QAPP to provide a clear, cohesive plan for the Baseline Monitoring Program and future monitoring.

**Dededo Solid Waste Transfer Station; GBB; Dededo, Guam; Senior Chemist**—Phase II environmental site assessment at the Dededo Solid Waste Transfer Station and former recycling/processing facility. Field activities included conducting a detailed site inventory of surface debris, Global Positioning System survey, surface and subsurface soil sampling, and waste characterization of soil and waste oil. Reporting of the waste volume and recommendations for removal and disposal were included. Land area will be remediated, and a new waste transfer station built.

**Office Location:** Honolulu, HI

**Relevant Highlights**

- ✓ Experience on Guam
- ✓ Landfill cell closure
- ✓ Solid waste planning management
- ✓ Permitting
- ✓ Construction Oversight/Management
- ✓ Environmental compliance
- ✓ Bidding, Cost Estimating, Evaluation support
- ✓ Stakeholder/regulator involvement

**Years of Experience:** 37

**Years with EA:** 19

**Education**

B.A./Chemistry/1987 (University of Oregon)

**Registrations/****Certifications/Training**

- OSHA 40-Hr HAZWOPER and 8-Hr Refresher
- OSHA 30-Hr Occupational Construction Safety and Health
- AFCEE ERPTools/X Training
- Air Shipment of Hazardous Goods
- Construction Quality Management
- Data Quality Objectives Training

**NAVFAC Fixed Price Remedial Action Contract (FRAC), Multiple Award Contract (MAC); EATC JV; Naval Facilities Engineering Systems Command Pacific; Pacific Locations Including Guam; Program Manager—EA, as part of the EATC JV, performed remedial actions at environmentally contaminated sites located at Navy and Marine Corps Installations. Work included over 39 TOs total (\$3.9M), 19 TOs in Guam (\$2.9M): Relevant work on Guam includes: 3rd Party QA for MRS; LTM at Main Base/Marbo AAFB; Orote Landfill Cap FY17-19; LTM at Site 2A CU; LTM at CB Landfill; FY19 Orote LTM Naval Base; LTMM at Tiyan Landfill; GW Monitoring AAFB FY2021; FY20 Orote Landfill Maint; LTM Site 20A Waste Pile 7; Orote LTM; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; Site 2A Consolidation LTM; LUC Inspections NBG & AAFB; LTM at CB Landfill, Guam; LTM at Site 20A, AAFB; LTM GW MARBO/Main Base OUs; and the Orote Seawall Inspect FY22. Ms. Nuding, as the Program Chemist and Manager, supervised the preparation of the planning documents and maintenance and monitoring reports. She reviewed documents and participated in technical meetings with the Navy Remedial Project Manager. Ms. Nuding offered technical support for projects in addition to supervising the preparation of the UFP-QAPP for various sites. Additionally, she oversaw the performance of field work and reporting.**

**Joint Region Marianas Fence-to-Fence, Sundance/EA Associates II (Naval Facilities Engineering Systems Command Marianas); Program Chemist/Senior Technical Reviewer—Serves as subject matter expert for a 5-year, \$30 million Environmental Compliance Services Woman-Owned Small Business set-aside Indefinite Delivery/Indefinite Quantity at Joint Region Marianas, Guam supporting all activities for joint base installation environmental compliance programs at Naval Base Guam, Andersen Air Force Base, and other geographically separate units to ensure the supported components, tenant commands and facilities, and contractor operations demonstrate and maintain compliance with applicable federal, U.S. territory, and local statutes, and with Department of Defense/Department of the Navy policies, permits, instructions, and guidance. Programs include clean air, safe drinking water, clean water, hazardous waste, pollution prevention, solid waste management, pesticide compliance, Emergency Planning and Community Right-to-Know Act, ozone-depleting substances management, storage tank management, environmental quality assessment, environmental sampling and analysis, and overall Environmental Management System and compliance oversight. Requirements included mobilizing an eight full-time equivalent Joint Venture support office off-base on the island of Guam, transitioning former Base Operating Support personnel to Joint Venture entities, integration of EA's sEAmless SaaS compliance portal, managing all analytical sampling and analysis and managing 303 ELINs across 70 permits and authorizations with an estimated 1,300 compliance tasks/requirements annually.**

**NAVFAC Northwest Long-Term Monitoring/Long-Term Operations and Maintenance Contract, Single Award Contract; EA Engineering, Science, and Technology, Inc., PBC; Naval Facilities Engineering Systems Command Northwest; Locations Including Washington and Alaska; Quality Assurance Manager/ Senior Technical Reviewer—EA performed long-term monitoring and other remedial actions at environmentally contaminated sites located at Navy and Marine Corps Installations. Work included 57 TOs: Relevant work includes remedial alternatives for contaminated soil and groundwater, continuous operation and maintenance of active systems, long-term monitoring, site restoration, and in situ technologies. Ms. Nuding, as the QA Manager and Senior Technical Reviewer, supervised the preparation of the planning documents and maintenance and monitoring reports. She reviewed documents and participated in technical meetings with the Navy Remedial Project Managers. Ms. Nuding offered technical support for projects including approval of project-specific data quality objectives, verifies appropriateness of sampling procedures, analytical methods, and laboratory quality systems and the selection of appropriately qualified laboratories, and coordinates field and laboratory QA surveillance, per contract specifications, directs the performance of data review, and monitors corrective actions.**

**RI/FS, Records of Decision, and Proposed Plan and Record of Decision for SWMU-30C and Proposed Plan and Record of Decision for 54 Solid Waste Management Units, Andersen Air Force Base, Guam; Air Force Center for Engineering and the Environment; Project Chemist—Project included preparing RI/FS for SWMU-30C that included an extensive data gap investigation, performing human health and ecological risk assessments, determining remedial action alternatives. Also under this project, Proposed Plans and Records of Decision will be prepared for SWMU-30C and 54 other solid waste management units that were investigated under previous investigations.**

**RI/FS, Records of Decision, and Proposed Plan and Record of Decision for 11 Sites, Andersen Air Force Base, Guam; Air Force Center for Engineering and the Environment; Project Chemist—Assisted in the preparation of RI/FS studies that included performing human-health and ecological risk assessments, determining required remedial actions. The RI evaluated a variety of Installation Restoration Program sites, ranging from landfills, chemical bomb manufacturing areas, fire fighter training areas, and other unpermitted dumpsites. The project's scope includes the preparation of Proposed Plans and Record of Decision documents to support public and regulatory review of final closure plan at total of 11 sites.**

**Phase II Environmental Site Assessment; Guam; EPA Targeted Brownfields Assessment Program; Project Chemist—Supported sampling design, laboratory oversight, and report writing for Phase II Environmental Site Assessments at several sites in Guam.**





**EXPERIENCE SUMMARY**

Mr. Bowers has 35 years of professional experience in solid waste and landfill consulting. He has worked on over 450 landfills and solid waste sites throughout North America and the Caribbean. This experience includes existing site assessments; solid waste permitting (Subtitle D and other regulatory programs); landfill design and construction quality assurance (CQA); stormwater management evaluations and design; landfill gas evaluation, design, construction, and operation; closure design; post-closure monitoring and evaluations; and due diligence assessments for facility transfers. Mr. Bowers has led the design and permitting of new greenfield landfill sites and significant permit expansions providing landfill airspace totaling over 500 million cubic yards. His surface water experience includes hydrologic investigations; design of channels, culverts, and hydraulic structures to manage a wide range of on-site and off-site flows in different energy regimes; floodplain and floodway delineation; stormwater quality investigations; permit applications, and Stormwater Pollution Prevention Plans (SWPPPs) and Spill Prevention Control and Countermeasures (SPCC) Plans.

**RELEVANT EXPERIENCE****LANDFILL EXPANSION / DISPOSAL CELL DESIGN**

**Kekaha Sanitary Landfill Horizontal Vertical and Horizontal Expansion Planning, Kekaha, Kaua'i.** Leading technical design and feasibility evaluation for proposed vertical and horizontal expansion of the Kekaha Sanitary Landfill.

**Marana Regional Landfill Development, Marana, Arizona.** Managed and served as certifying engineer for siting, site development/design, and permitting for development of a new (green field) large regional landfill site for the Marana Regional Landfill, including regulatory negotiations with county, state, and federal agencies. Following submittal of the ADEQ permit application in May 2011, development and construction documents were developed for the initial cell at the site along with entrance/support facilities, 1-mile access roadway, and intersection improvements to the public roadway. In addition, air quality permitting and groundwater withdrawal permit services were performed for this site. Following completion of the design, managed construction quality assurance for multiple simultaneous construction projects for initial development of the site. Subsequent services at this site have included design of multiple landfill cells, surface water diversion channels, retention basins, and jurisdictional delineations/404 permitting services.

**Landfill Master Planning and Expansion Design, Los Reales Landfill, Tucson, Arizona.** Managed development of a master plan, facility expansion design, and permitting documents (Type IV modification to Master Facility Plan Approval) for the City of Tucson's Los Reales Landfill. The master plan concept design for this site included: collection and control of on-site runoff through a series of swales/berms, downdrains, open channels, and retention/detention basins; diversion of off-site flows around the landfill footprint using a collector

**EDUCATION**

B.S., Civil Engineering (minor in Geology), Colorado School of Mines, (1988)

**REGISTRATION/CERTIFICATION**

Registered Civil Engineer, Arizona (#27290), California (#94998), Colorado (#0034822), Hawaii (#20139), Nevada (#022192), New Mexico (#022192), Oregon (#97602), Texas (#108348), Utah (#4865328-2202), Washington (#23007084)

**AFFILIATIONS**

Member of National Council of Examiner for Engineering and Surveying (NCEES)

Pima County Environmental Quality Advisory Council, Member (2017 – Present)

Environmental Research and Education Foundation, Research Council, Member (2017 – Present)

Global Waste Management Symposium, Technical Committee

Stormwater Technical Advisory Committee, Tucson, Arizona

**YEARS OF EXPERIENCE**

Since 1988

**YEARS WITH TETRA TECH**

Since 2006

**OFFICE LOCATION**

Tucson, Arizona

**AREAS OF EXPERTISE**

Landfill Master Planning  
Landfill Expansion Design  
Stormwater Management  
Landfill and Open Dump Closure



channel to collect flows from multiple ephemeral channels, a constructed diversion channel to convey flows around the facility, and a dispersion structure to release flows at reduced depths/velocities; and elimination of an existing inter-watershed diversion by construction of a multi-use retention basin. This project also involved coordination with the US Army Corps of Engineers regarding jurisdictional delineation and 404 permitting issues. Following the development of the ADEQ permit documents, he managed the Planned Area Development (PAD) re-zoning for a major expansion to the landfill (including the proposed entrance facilities north of the existing landfill). This project included coordination of landfill design, surface water design and permitting, operational optimization, and subconsultant (landscape architecture, traffic, endangered species, and land use planning) activities with City of Tucson zoning requirements.

**New Landfill Design, Pinal County, Arizona.** Managed siting, site development/design, and permitting for development of a new (green field) large regional landfill site for the Cactus Landfill in Pinal County, Arizona, including regulatory negotiations with county, state, and federal agencies. Following ADEQ permit approval construction documents were prepared for three cells at the site and construction quality assurance (CQA) services were provided during the construction of these cells. In addition, air quality permitting and reporting services were provided for this site.

#### LANDFILL CLOSURE

**Landfill Closure Design Engineering Support.** Provided project direction for the closure design for the Deer Valley Landfill in Phoenix, Arizona. Following completion of the design, provided project direction of CQA services during closure construction.

**Landfill Closure Permitting and Design, Irvington Landfill, Tucson, Arizona.** Managed development of an Aquifer Protection Permit and closure design. This included design of bank protection and channel design for a major ephemeral wash (Q100 ~ 1200 cfs), which passes immediately adjacent to the waste footprint.

**Engineering Support for Open Dump Closures.** Managed site investigations, waste characterization, and development of closure recommendations for 113 landfill and open dump sites on the Tohono O'odham Nation, Arizona.

**Landfill Closure Plan Development, Yavapai County, Arizona.** Developed closure plans for five landfill sites in Yavapai County, Arizona, including drainage diversion and retention and detention basin design. One of the five sites was located at the Bagdad Mine in Bagdad, Arizona and included industrial waste from the mine in addition to municipal solid waste from the local community, and another was located in a former cinder mine pit.

#### LANDFILL LEACHATE MANAGEMENT

**Leachate Lagoon Expansion Design, Anchorage, Alaska.** Leading design of leachate lagoon expansion and lagoon system upgrades for the lined leachate storage/treatment lagoons at the Anchorage Regional Landfill

**Leachate Management System Improvements, Roosevelt, Washington.** Provided project direction for the design of a new leachate evaporation pond and leachate transfer forcemain at the Roosevelt Regional Landfill.

**Leachate Management System Design, Surprise, Arizona.** Provided project direction for design of leachate forcemain and transfer system for the Northwest Regional Landfill. Following completion of the design, provided project direction for CQA services for installation of this design as well as construction of a new cell design at the site prepared by others.

**Leachate Management System Design, Arlington, Oregon.** Provided technical assistance and QC review for design of additional leachate ponds and pumping systems for the Columbia Ridge Landfill and Recycling Center.

**Leachate Management System Master Planning, McMinnville, Oregon.** Providing technical assistance and QC review for fill sequencing recommendations and leachate system master planning for the Riverbend Landfill.



**TETRA TECH**

**Caleb Moore, PE**

**Vice President, Solid Waste Engineering**

## EXPERIENCE SUMMARY

Mr. Moore has 26 years of solid waste and civil engineering experience. This has included managing the design of landfill liner systems, leachate collection systems, final cover systems, and design of grading, drainage, and earthwork improvements. He has overseen the preparation of construction plans and specifications and provided engineering support during the construction of a variety of landfill improvements. He has also directed hydraulic studies and supervised the design of storm drain features including natural and concrete channels, pipes, and basins. Throughout his career, Mr. Moore has managed multi-disciplined design teams, negotiated and interfaced with local regulatory agencies, and coordinated with project stakeholders.

## RELEVANT EXPERIENCE

### LANDFILL LINER SYSTEM DESIGN

**Design of New Landfill, Tinian, Commonwealth of the Marianas Islands.** Project Manager for design of a USEPA RCRA-compliant sanitary landfill on property owned by the U.S. Department of Defense. Responsible for preparation of hydrology study / surface water management plans, grading plans, liner phasing plans, and leachate and landfill gas management systems. Landfill features include lined refuse disposal cells, site access road, scale house and administration building, power distribution and lighting system, and visual screening features. The site receives approximately 81 inches of rainfall per year, so leachate and surface water management was a key design considerations. Work was funded by the U.S. Department of Interior, Department of Insular Affairs, and U.S. Department of Defense.

**West Maui Fire Response, Temporary Debris Storage (TDS) Facility Design, Olowalu, Maui, Hawaii.** Principal Engineer for planning and design of a TDS facility for the storage of debris from catastrophic Lahaina fire. Design package included subgrade and liner plan, fill grading plans, volume estimates, access road plans, and piping details.

**Final Closure Design, Base Landfill LF-01, Scott Air Force Base, St. Clair County, Illinois.** Project Manager for development of final closure construction documents for a 35-acre landfill that was operated from 1940 to the late 1970s. The site is situated between three running creeks, in a wetland and in the floodplain of Silver Creek. Oversaw development of a final cover and landfill gas collection system that will minimize impacts on the adjacent creeks and wetlands and that will withstand a 100-year flood event from the nearby creek. Permanent erosion control features on the side slopes will minimize impacts on the wetlands during construction. These measures, will support vegetative growth after construction, and will reinforce the slopes and allow them to blend with the natural aesthetics. Final cover on the side slopes incorporated a geosynthetic turf reinforcement mat (TRM) for erosion control above the vegetative/protective layer.

## EDUCATION

M.S., Civil Engineering,  
University of Southern  
California (2007)

B.S., Civil Engineering,  
California State Polytechnic  
University, Pomona (2001)

## REGISTRATIONS

National Council of Examiners  
for Engineering & Surveying  
Certificate #44084 (2011)

Registered Civil Engineer,  
California #66580 (2004)

Registered Civil Engineer,  
Guam #1609 (2011)

Registered Civil Engineer,  
Illinois #062.063071(2011)

Registered Civil Engineer, Utah  
#8472423-2202 (2012)

Registered Civil Engineer,  
Commonwealth of the Northern  
Mariana Islands #415 (2012)

## PROFESSIONAL AFFILIATIONS

Solid Waste Association of  
North America

American Society of Civil  
Engineers

## OFFICE

Diamond Bar, California

## YEARS OF EXPERIENCE

Since 1998

## YEARS WITH TETRA TECH

Since 2002

**Final Closure Design, Installation Restoration (IR) Program Site 2, Naval Air Station Alameda, California.** Senior Project Manager for the design and CQA of final cover system for a former disposal site for wastes generated at the former NAS Alameda. The facility received general base waste as well as a number of specific and potentially hazardous industrial or process waste streams. Responsible for updating the existing preliminary designs for site closure. This included preparation of 60 percent and 90 percent and final design plans, geotechnical design, preparation of technical specifications and a Construction Quality Assurance (CQA) Plan. The final cover system incorporated a unique biotic layer to prevent burrowing animals from penetrating the waste prism.

**Zone 1, Phase D Groundwater Protection System Design, Prima Deshecha Landfill, Orange County, California.** Project Manager for design of lined refuse disposal cells in an area with historic landslides. The goal of the design is to optimize landfill capacity, minimize of construction costs and permitting requirements, and protect site biological resources. The project was designed to avoid any major landslide remediation requirements, take advantage of the previous buttressing effects of the Phase B stabilization, and preserve a bio-mitigation channel to the south of Phase D. Project involved negotiations with the San Diego Regional Water Quality Control Board, development of design concepts, and preparation of construction plans and specifications for proposed improvements.

**Design of New Landfill, Box Elder County, Utah.** Project Manager for the permitting and design of a new 981 acre landfill located adjacent to the Great Salt Lake, west of Ogden, Utah. Responsible for all aspects of design, including excavation plans, fill sequencing plans, lined refuse disposal cells design, leachate collection and removal system design, drainage infrastructure design, and design of scales and access roads, and all ancillary facilities. Also overseeing and providing engineering support during the design of a causeway, access road, and bridges as well as railroad access and an off-load facility.

**Planning for Landfill Entrance Facilities Relocation, Prima Deshecha Landfill, County of Orange, California.** Project Engineer for the development of plans for the relocation of landfill entrance facilities which were being displaced by the extension of an arterial roadway (Avenida La Pata) through the landfill property. Supported the development infrastructure layout plans for the displaced support facilities and roadways so the landfill could continue to operate as it was developed to the east. The Plan identified the location of future buildings to be developed in a campus-like setting (fee station and scales, administrative building, fueling facility, heavy equipment maintenance facility, truck wash, and parking).

**Biomitigation Channel and Wetlands Design, Prima Deshecha Landfill, Orange County, California.** Performed engineering design and support services for drainage features to offset biologic impacts caused by a large landslide remediation program. Work included design of gabion drop structures, gabion channel stabilizers, gabion-reno mattress energy dissipaters, and a modular concrete retaining wall system. In addition, provided engineering support during design of adjacent wetlands area. This included development of plans supporting salvaging various existing plant species, top soil and duff material salvaging and relocation, grading to establish mitigation areas, and irrigation improvements.

**Landfill Master Planning, Fairmead Landfill, Madera County, California.** Project Manager for preparation of a comprehensive landfill master development plan that details near- and long-term site development. Specific work products included the following: master excavation and fill plans, refuse fill sequencing plans, phased liner excavation and fill plans, soil management plans, and conceptual design of future environmental controls (leachate collection and storage system, stormwater collection system groundwater monitoring system).

**Phase 8A Groundwater Protection and Stockpile Locations Design, Frank R. Bowerman Landfill, Orange County, California.** Project Manager for preparation of construction drawings, technical specifications, design calculations, hydrology and hydrogeology, construction cost estimates, and for providing design support services during the construction of composite liner at Frank R. Bowerman Landfill. Design services also call for creation of soil stock pile plans outside the Phase 8A liner and development of soil management and soil management plans ("SMP") may be needed.

**B – Required Forms**





**Section IV. AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE,  
COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021) (AG Form 002))

RFP No.: GSWA-RFP004-24

Name of Offeror (Firm or Individual): EA Engineering, Science, and Technology, Inc., PBC

STATE OF Hawaii )  
 )  
CITY OF Honolulu ) SS.

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check all that apply):

- ☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_
- ☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_ with principal place of business street address being: \_\_\_\_\_
- ☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

<u>Name of Owner</u>	<u>Principal Place of Business Street Address</u>	<u>% of</u>
<u>Interest</u>		
EA is privately held and is 100% owned by the EA Engineering, Science, and Technology, Inc., PBC. Employee Stock Ownership Plan (ESOP). Greystone Trust Company, Trustee.	225 Schilling Circle, Suite 400 Hunt Valley, Maryland 21031	100%

- ☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.



Name of >10% Owner Business or Artificial Person:

N/A

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

N/A

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows (if none, please so state):

Second Tier Owner Name N/A

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
N/A		

- C. If the name of no natural person has been identified as an owner, or a Second or Third Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Perspective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person.

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
Cecil W. Brown Jr.	Vice President	1001 Army Drive, Suite 103, Barrigada Guam, 96943-4492	cbrown@eaest.com; (671-646-5231)
Jason Echelle	EVP, Chief Financial Officer	226 Schilling Circle, Suite 400 Hunt Valley, Maryland 21031	jechelle@eaest.com; (410) 584-7000

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if non, please so state):

Name of Owner	Principal Place of Business Street Address	Amount of Compensation
N/A		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
N/A	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
N/A	

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 03 May 2024  
(Date)

[Signature]

Signature of individual if Offeror is a sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this 03 day of May, 2024.



Kyle E. An  
Notary Public  
My Commission Expires: 09/03/2027

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**

AG Procurement Form 002 (Rev. Nov. 17, 2021)



NOTARY CERTIFICATE  
NOTARY NAME: Kyle E. An FIRST CIRCUIT  
DOC DATE: 05/03/2024 # PAGES: 4  
DOC DESC: Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest  
Kyle E. An 05/03/2024 09/03/2027  
SIGNATURE DATE COMM EXP

**Section V. AFFIDAVIT RE: NON-COLLUSION  
(AG Form 003)**

CITY OF Honolulu )  
~~ISLAND OF GUAM~~ ) SS.  
State of Hawaii )

Cecil W. Brown Jr. [state name of affiant signing below], being first duly sworn,  
deposes and says that:

1. The name of the offering company or individual is [state name of company]  
EA Engineering, Science, and Technology, Inc., PBC

2. The Proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the Proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

[Signature]

Subscribed and sworn to before me this 03 day of May, 2024.

Kylee E. An Kylee E. An NOTARY PUBLIC My commission expires  
September 03 2027.



AG Procurement Form 003 (Jul. 12, 2010)

NOTARY CERTIFICATE

NOTARY NAME: <u>Kylee E. An</u>	FIRST CIRCUIT
DOC DATE: <u>05/03/2024</u>	# PAGES: <u>1</u>
DOC DESC: <u>Affidavit RE: Non-Collusion</u>	
<u>Kylee E. An</u>	<u>05/03/2024</u>
SIGNATURE	DATE
	<u>09/03/2027</u>
	COMM EXP





**Section VI. AFFIDAVIT RE: NO GRATUITIES OR KICKBACKS (AG Form 004)**

CITY OF Honolulu )  
 ) SS.  
~~ISLAND OF GUAM~~  
State of Hawaii )

Cecil W. Brown Jr. [state name of affiant signing below], being first duly sworn,  
deposes and says that:

1. The name of the offering firm or individual is EA Engineering, Science, and Technology, Inc., PBC [state name of Offeror company or Offeror]. Affiant is an Officer of the Offeror [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified bid or Proposal.

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

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have offered, given, or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity, or offer of employment in connection with Offeror's Proposal, violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

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

[Signature]  
Signature of one of the following:  
Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
**Officer, if the Offeror is a corporation.**

Subscribed and sworn to before me this 03 day of May, 2024.

Kyle E. An  
NOTARY PUBLIC Kyle E. An  
My commission expires: 09/03/2027



AG Procurement Form 004 (Rev. July 12, 2010)

NOTARY CERTIFICATE  
NOTARY NAME: Kyle E. An FIRST CIRCUIT  
DOC DATE: 05/03/2024 # PAGES: 1  
DOC DESC: Affidavit RE: No Gratuities or Kickbacks (AG Form 004)  
Kyle E. An 05/03/2024 09/03/2027  
SIGNATURE DATE COMM EXP



**Section VII. AFFIDAVIT RE: ETHICAL STANDARDS  
(AG Form 005)**

CITY OF Honolulu )  
KOA ~~ISLAND OF GUAM~~ ) ss.  
State of Hawaii

Cecil W. Brown Jr. [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is an Officer of the Offeror [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified Bid or Proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



Signature of one of the following:

Offeror, if the Offeror is an individual;

Partner, if the Offeror is a partnership;

Officer, if the Offeror is a corporation.

Subscribed and sworn to before me  
this 03 day of May, 2024.



Kyle E. An  
NOTARY PUBLIC Kyle E. An

My commission expires September 03, 2027.

NOTARY CERTIFICATE  
NOTARY NAME: Kyle E. An FIRST CIRCUIT  
DOC DATE: 05/03/2024 # PAGES: 1  
DOC DESC: Affidavit RE: Ethical Standards (AG Form 005)  
Kyle E. An 05/03/2024 09/03/2027  
SIGNATURE DATE COMM EXP  
AG Procurement Form 005 (Jul. 12, 2010)





**Section IX. AFFIDAVIT RE: CONTINGENT FEES  
(AG Form 007)**

CITY OF Honolulu )  
 ) ss.  
~~ISLAND OF GUAM~~ )  
STATE of Hawaii


Cecil W. Brown Jr. [state name of affiant signing below], being first duly sworn,  
deposes and says that:

1. The name of the offering company or individual is [state name of company]  
EA Engineering, Science, and Technology, Inc., PBC

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

  
Signature of one of the following:

Officer, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation

Subscribed and sworn to before me

this 03 day of May, 2014

  
NOTARY PUBLIC Kylee E. An  
My commission expires September 03, 2027



AG Procurement Form 007 (Jul. 15, 2010)

NOTARY CERTIFICATE  
NOTARY NAME: Kylee E. An FIRST CIRCUIT  
DOC DATE: 05/03/2014 # PAGES: 1  
DOC DESC: Affidavit RE: Contingent Fees  
Kylee E. An 05/03/2014 09/03/2027  
SIGNATURE DATE COMM EXP





**"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor**

**U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210**

**Daniel W. Simms                      Division of  
Director                              Wage Determinations**

**Wage Determination No.: 2015-5693  
Revision No.: 20  
Date Of Last Revision: 12/26/2023**

**Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.**

<b>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</b>	<b>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</b>
--	--

**The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).**

**States: Guam, Northern Marianas, Wake Island**

**Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide**

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

<b>OCCUPATION CODE - TITLE</b>	<b>FOOTNOTE</b>	<b>RATE</b>
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84***
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32***
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95***
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95***
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95***
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95***
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73***
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		29.40
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.83***
16030 - Counter Attendant		10.83***
16040 - Dry Cleaner		12.36***
16070 - Finisher, Flatwork, Machine		10.83***
16090 - Presser, Hand		10.83***
16110 - Presser, Machine, Drycleaning		10.83***
16130 - Presser, Machine, Shirts		10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.83***
16190 - Sewing Machine Operator		12.88***
16220 - Tailor		13.40***
16250 - Washer, Machine		11.34***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		12.57***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		15.83***
21150 - Stock Clerk		22.26
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.46
23120 - Bicycle Repairer		15.61***
23125 - Cable Splicer		22.47



23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04***
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

<b>27000 - Protective Service Occupations</b>	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
<b>28000 - Recreation Occupations</b>	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
<b>29000 - Stevedoring/Longshoremen Occupational Services</b>	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
<b>30000 - Technical Occupations</b>	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80

30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.66
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you



work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\***

**\*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.**

**VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)**

**HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)**

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

**1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.**

**Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:**

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;**
- (2) The design development documentation analysis creation testing or modification of computer**

systems or programs including prototypes based on and related to user or system design specifications;

- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee all



contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- |  |                |
|--|----------------|
| (1)  | When           |
| preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).  |                |
| (2)  | After contract |
| award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should |                |

be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- (3) The  
contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- (4) Within 30  
days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- (5) The  
contracting officer transmits the Wage and Hour Division's decision to the contractor.
- (6) Each affected  
employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## Section XI. SUBCONTRACTOR UTILIZATION FORM

RFP NO. GSWA-RFP004-24

PROJECT TITLE: Guam Solid Waste Authority  
Landfill Compliance &  
Engineering Consulting Services

NAME OF PRIME OFFEROR:

E-MAIL ADDRESS:

cbrown@eaest.com

ADDRESS: 1001 Army Drive, Suite 103  
Barrigada, GU 96913-1402

TELEPHONE NO.:

808-589-1455

FAX NO.:

N/A

The following subcontractors<sup>1</sup> (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

COMPANY NAME, ADDRESS,  
PHONE NUMBER, AND E-MAIL  
ADDRESS:

TYPE OF WORK TO BE  
PERFORMED:

ESTIMATED  
DOLLAR  
AMOUNT OF  
SUBCONTRACT:

Eric Jensen, CHMM  
Operations Manager  
Tetra Tech  
737 Bishop Street  
Suite 2340  
Honolulu, HI 96813  
[Eric.Jensen@tetratech.com](mailto:Eric.Jensen@tetratech.com)  
808-441-6600

Tetra Tech will provide added  
capacity for multi-disciplinary  
engineering design and solid  
waste consulting/support.

To be determined  
depending on work  
required.

I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the Government of Guam.



Signature of Offeror (Prime Contractor)

9 May 2024

Date

Cecil W. Brown, Jr.  
Print Name

Vice President and Manager, Pacific Island  
Title  
Operations

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the Government of Guam.

## Section XII. CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

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

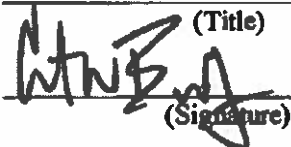
Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the GSWA of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the GSWA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the GSWA, and the service provider shall notify the GSWA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the GSWA, then the GSWA in its sole discretion may suspend temporarily any contract for services.

I, Cecil W. Brown Jr. being a duly authorized representative of the Offeror,  
(Print name)

acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

EA Engineering, Science, and Technology, Inc., PBC  
(Company Name)

Vice President and Manager, Pacific Island Operations

(Title)  
  
(Signature)

03 May 2024  
(Date)



**C – Offeror's Licenses**



**Attachments**

*Attachments are excluded from the total page count per RFP instructions.*


**May 2024**

THE GUAM BOARD OF REGISTRATION FOR  
PROFESSIONAL ENGINEERS, ARCHITECTS & LAND SURVEYORS

GUAM  
**PEALS**

*Certificate of Authorization*

NO: 301



169713005173

**WHEREAS**


EA Engineering, Science, and Technology, PBC

has shown compliance with all the requirements of Public Law 38-35 and the Board, therefore by virtue of the powers vested in this Board, this Certificate of Authorization is hereby issued to said entity to provide


**Construction Management, Engineering - Civil (CE), Environmental (EnvE)**

This certificate will remain in effect until **December 30, 2024** subject to continued compliance of said entity with the requirements of Public Law 38-35 and the laws of Guam with respect to **Continuation**.

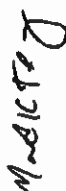
**IN WITNESS WHEREOF**, the PEALS Board has issued this Certificate under the  
Seal of the Board this **05th** day of **November**, **2023**.




CATHERINE S. GUTIERREZ  
EXECUTIVE BOARD ADMINISTRATOR




CEDRIC Q.T. CRUZ  
BOARD CHAIRMAN



MASOUD K. TEMOURY  
BOARD SECRETARY





**LOU LEON GUERRERO**  
Governor of Guam

**JOSH TENORIO**  
Lt Governor of Guam


Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:


**EA Engineering Science, and Technology, Inc.**  
dba: PBC

To engage in the business or act in the capacity of a contractor in the following classifications

A


This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.


  
 Signature of RME  
RME #


  
 Signature of LICENSEE  
License # CLB13-0091

**GRT # 95841**  
**Issued: July 18, 2023**

**Certificate # C-0723-1036**  
**Expires: June 30, 2024**

  
**BERNARD S. BENAVENTE**  
BOARD CHAIRMAN



  
**CIRIACO C. SANCHEZ, JR.**  
EXECUTIVE DIRECTOR

**DEPARTMENT OF REVENUE AND TAXATION**  
GOVERNMENT OF GUAM  
P.O. Box 23507  
Barrigada, Guam 96921  
www.gsamr.com

**BUSINESS LICENSE** Serial# 2419461

R

Foreign corporation

Service

ACCOUNT NO. 13-000095841-002

EXPIRES: 8/31/2024

ISSUED TO: EA ENGINEERING, SCIENCE AND TECHNOLOGY, INC., PBC

DOING BUSINESS AS: EA ENGINEERING, SCIENCE AND TECHNOLOGY, INC. **PAID**

TYPE OF LICENSE: ENVIRONMENTAL CONSULTANT SERVICES

BUSINESS LOCATION: LOT 1-1 BLK 1 TRACT 219 STE 103 EM CHEN

BLDG #1001 ARMY DR BARRIGADA GUAM

MAILING ADDRESS: 225 SCHILLING CIRCLE  
HUNT VALLEY MD

TELEPHONE: HOME 0 BUSINESS 8483231 21031 11/1/2023

KEEP POSTED IN A CONSPICUOUS PLACE.  
LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

Director: *[Signature]*  
DIRECTOR OF REVENUE AND TAXATION

FEE	50.00
PENALTY	62.00
TOTAL FEE	112.00

NOV-01-2023

Treasurer of Guam

#18