



1 **THERESA G. ROJAS**

2 Legal Counsel

3 Guam Waterworks Authority

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9 **BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

10 IN THE MATTER OF:

11 **GWA DOCKET NO. 25-09**

12 **REQUEST BY THE GUAM**  
13 **WATERWORKS AUTHORITY TO**  
14 **APPROVE THE DESIGN-BUILD**  
15 **CONTRACT FOR UPPER TUMON**  
16 **WAREHOUSE RENOVATION**

17 **GUAM WATERWORKS AUTHORITY'S**  
18 **RESPONSE TO ALJ's RFI NO. 1**

19 The GUAM WATERWORKS AUTHORITY ("GWA"), by and through its counsel of  
20 record, THERESA G. ROJAS, hereby files its response to the ALJ's Request for Information on  
21 September 17, 2025.

- 22 1. Please send a copy of IFB-01-ENG-2025.

23 **GWA's Response: Please see the attached Bid titled IFB-01-ENG-2025 Bid.**

- 24 2. Please share a copy of the proposed contract with Canton Construction  
25 Corporation, if any.

26 **GWA's Response: Please see the attached draft agreement, titled Draft**  
27 **Construction Contract Agreement from the bid package.**

28 **RESPECTFULLY SUBMITTED this 19th day of September 2025.**

By: \_\_\_\_\_/s/\_\_\_\_\_

**THERESA G. ROJAS**

GWA Legal Counsel



**GUAM WATERWORKS AUTHORITY**

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

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

**THIS AD IS PAID FOR BY GWA (PUBLIC LAW 26-12)**

**INVITATION TO BID**

**IFB-01-ENG-2025**

**GWA Project No. 42102**

The GUAM WATERWORKS AUTHORITY will receive sealed bids for the **DESIGN-BUILD OF UPPER TUMON WAREHOUSE RENOVATIONS PROJECT**.

Bids will be accepted until **2:00 p.m.**, Chamorro Standard Time, **January 24, 2025**, at the Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, GU 96913, Engineering Division, 2nd Floor at which time and place all bids will be publicly opened and read aloud. The contract time for the project is 245 calendar days for the Base Bid portion of the project. All bids must be accompanied by a Bid Bond in the amount of fifteen percent (15%) of the total bid amount. Bid security may be in the form of a bid bond, certified check or cashier check made payable to Guam Waterworks Authority.

A non-refundable amount of Twenty-Five dollars (\$25.00) is required for the purchase price of every electronic copy (CD) of the bidding documents which will be available at the Engineering Division by appointment only on or after January 7, 2025. To schedule an appointment to purchase the documents contact the Engineering Division at [engbids@guamwaterworks.org](mailto:engbids@guamwaterworks.org) or call (671) 300-6058. Off-Island parties interested to purchase bid documents should call the GWA pay-by-phone service at (671) 647-4729. Amendments will be available on GWA's website to download at no cost at the following address: <http://guamwaterworks.org/bids/>. Vendors should routinely check the website for updates as well as check emails from GWA notifying vendors about changes in bid status or providing responses to queries. The Guam Waterworks Authority reserves the right to reject any or all bids and to waive any imperfection in a bid that is in the best interest of the Authority.

A Pre-Bid conference has been scheduled on January 14, 2025, at 2:00 p.m., at the GWA Upper Tumon Customer Service, 2nd Floor, followed by a site visit. All questions or clarifications must be submitted in writing on or before January 17, 2025.

Digitally signed by Christopher M.

Budasi

Reason: for General Manager Miguel C.

Bordallo, P.E.

Date: 2024.12.27 15:33:21 +10'00'

**Miguel C. Bordallo, P.E.**  
**General Manager**

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

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

THIS AGREEMENT is by and between \_\_\_\_\_ ("Owner") and  
\_\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

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

**ARTICLE 2 – OWNER’S CONSULTANT**

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

**ARTICLE 3 – CONTRACT TIMES**

**3.01 Time of the Essence**

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

**3.02 Contract Times: Days**

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

**3.03 Liquidated Damages**

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

**3.04 Special Damages**

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

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

#### ARTICLE 4 – CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of: \$ [INSERT AMOUNT].

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ <u>[INSERT AMOUNT]</u> .

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

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

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

#### ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

5.02 *Progress Payments; Retainage*

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

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 90 percent of Work completed (with the balance being retainage). And
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### **5.03 Final Payment**

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

### **ARTICLE 6 – INTEREST**

- 6.01 Not applicable.

### **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 9, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a.        (pages        to       , inclusive).
  - 5. General Conditions (pages 1 to 68, inclusive).
  - 6. Supplementary Conditions (pages 1 to 12, inclusive).
    - a. Supplementary Attachments (numbers 1 to 4, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. The Drawings listed on the attached sheet index.
  - 9. Addenda (numbers        to       , inclusive).
  - 10. RFI Responses (numbers        to       , inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages        to       , inclusive).
  - 12. The following which may be delivered or issued on or after the Effective Date of the

Contract and are not attached hereto:

- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 Terms**

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

### **9.02 Assignment of Contract**

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

### **9.03 Successors and Assigns**

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

### **9.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.05 Contractor's Certifications**

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

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

**9.06 Other Provisions**

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



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

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

OWNER:

CONTRACTOR:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

By: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

License No.: \_\_\_\_\_

*(where applicable)*

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

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

CERTIFIED FUNDS AVAILABLE:

APPROVED AS TO FORM:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

THERESA G. ROJAS, Esq.  
GWA Legal Counsel

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

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

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

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

Funding Source: \_\_\_\_\_

ENGINEERING DEPARTMENT APPROVAL:

By: \_\_\_\_\_

BRETT RAILEY, P.E.  
GWA Assistant General Manager (Acting),  
Engineering



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

**TECHNICAL DATA**

**ARTICLE 1-WORK**

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

**1. Design-Build of Upper Tumon Warehouse Renovations**

1.02 The Project is generally described as follows: **Design-Build of Upper Tumon Warehouse Renovations;**

**GWA Project Number: 42102.**

**Article 2-ENGINEER**

2.01 The part of the Project that pertains to the Work has been designed by \_\_\_\_\_

2.02 The Contractor has retained \_\_\_\_\_ to act as the "Engineer", assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

2.03 The Owner has retained \_\_\_\_\_ to act as the "Owner's Consultant", assume all duties and responsibilities, and have the rights and authority assigned to Owner's Consultant in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3- CONTRACT TIMES**

3.02 Contract Times: Days

- A. The Work will be substantially completed within the following days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:
- B. The Work for the **Design-Build of Upper Tumon Warehouse Renovations** will be substantially completed within **300** calendar days from Notice to Proceed issuance as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.
- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
  - 1. Milestone 1 [event & date/days] NA
  - 2. Milestone 2 [event & date/days] NA
  - 3. Milestone 3 [event & date/days] NA

3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner \$ NA for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.