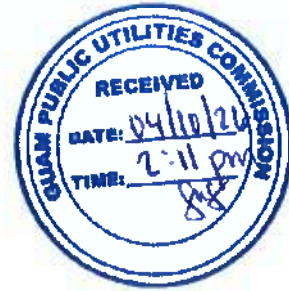


1 **THERESA G. ROJAS**
2 Legal Counsel
3 Guam Waterworks Authority
4 Gloria B. Nelson Public Service Building
5 688 Route 15, Suite 304
6 Mangilao, Guam 96913
7 Telephone No: (671) 300-6848
8 Email: tgrojas@guamwaterworks.org



6 **BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

7
8 IN THE MATTER OF:

) **GWA DOCKET NO. 26-04**

9 **THE GUAM WATERWORKS**
10 **AUTHORITY'S CONTRACT WITH**
11 **A&R PACIFIC-GARNEY FEDERAL**
12 **JV CONSTRUCTION CONTRACT**

) **GUAM WATERWORKS AUTHORITY'S**
13 **RESPONSE TO ALJ's RFI NO. 1**

14 The GUAM WATERWORKS AUTHORITY ("GWA"), by and through its counsel of
15 record, THERESA G. ROJAS, hereby files its response to the ALJ's April 7, 2026, Request for
16 Information No. 1.

- 17 1. ALJ Requests: The GWA-A&R Pacific-Garney Federal JV Contract and any
18 amendments to prior change orders.

19 **GWA Response:**

- 20 a. See Exhibit A pdf pp. 2-10 for GWA A&R Contract; and
21 b. See Exhibit A pdf p. 11 for Change Order No. 1 dated February
22 26, 2026

- 23 2. ALJ Requests: The GWA Docket Numbers wherein the PUC approved the above
24 referenced contract and the procurement for said contract. Alternatively, if none
25 exist, an explanation as to why GWA did not seek the PUC's prior approval to
26 issue the solicitation or award the contract.

26 **GWA Response:**

27 **The PUC did not approve the contract shared at Ex A (pdf pp. 2-10). The**
28 **contract was 100% grant funded and pursuant to PUC Administrative**
Docket 00-04, dated October 27, 2005, Paragraph 2 (a) GWA is permitted to

1 **evaluate contracts, which GWA understands to include issuing the**
2 **solicitation and the award of the contract, without PUC approval if it**
3 **involves the receipt of reimbursements or costs in excess of \$1,000,000. The**
4 **entire amount of the \$6,449,953.13 contract at Exhibit A was fully funded**
5 **with USEPA grant funds and has no effect on GWA rates.**

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3. The draft Contract Amendment or Change Order for the \$3,315,240.16 requested in the petition.

GWA Response:

a. See Exhibit B pdf pp. 2-11 for Resolution No. 14-FY2026 Ex. B; and
b. See Exhibit B pdf pp. 12-44 for supporting Work Change Directives (WCD) Nos. that include more detail on the proposed costs submitted by the Contractors for the respective amounts:

- 1. WCD No. 2: \$2,286,653.93
- 2. WCD No. 3: \$5,431.45
- 3. WCD No. 4: \$415,330.00
- 4. WCD No. 5: \$1,508,086.00
- 5. WCD No. 6: \$272,895.00

Total: \$4,537,278.38

Once all parties have reviewed and approved the associated costs, GWA will proceed with issuing the required change order(s). Currently, the formal change order documents are not yet available, as these amounts and the WCD's are pending final approvals.

However, the WCD's listed above have been prepared and are currently available to support the increased scope and estimated costs. These WCD's will be incorporated into the final change order(s) as supporting documentation once the change order(s) are issued.

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1 All change order(s), reflecting the approved increase(s), when finalized, will
2 not exceed requested or any permitted contingency amounts. Grant funds of
3 \$1,961,415.68 will be prioritized for use. Thereafter, the remaining source of
4 funding will be GWA Bond funds for \$3,315,240.16. The total requested
5 increase amount in the CCU Resolution No. 14-FY20227 is \$5,276,655.84
6 which includes a built in 15% contingency.

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9
10 **RESPECTFULLY SUBMITTED** this 10th day of April 2026.

11 By: _____/s/ _____

12 **THERESA G. ROJAS**
13 GWA Legal Counsel

RFI No.1 – EXHIBIT A

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

THIS AGREEMENT is by and between Guam Waterworks Authority (“Owner”) and A&R Pacific-Garney Federal JV (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

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

ARTICLE 2 – ENGINEER

Refer to Article 2 (2.01 and 2.02) 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 3.01 Technical Data document, which shall be incorporated herein

3.03 Liquidated Damages

Refer to Article 3.02 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: \$ 6,142,535.00

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
	N/A				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ <u>0</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 Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 6,142,535.00.

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

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

5.02 *Progress Payments; Retainage*

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

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

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

5.03 Final Payment

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

ARTICLE 6 – INTEREST

6.01 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds.
 - Bid Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 68, inclusive).
 - 6. Supplementary Conditions (pages 1 to 28, inclusive).
 - 7. Specifications.
 - 8. Plans.
 - 9. Addenda (numbers 1 to 3, inclusive).
 - 10. Responses to Request for Information (numbers 1 to 2, inclusive)
 - 11. Exhibits to this Agreement (enumerated as follows):
 - Contractor's Bid (pages 1 to 310, inclusive).
 - Revised Contractor's Bid Reflecting Awarded Items (pages 1 to 4, inclusive).

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- Notice to Proceed.
 - Work Change Directives.
 - Change Orders.
 - 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 9/23/2025 (which is the Effective Date of the Contract).


OWNER:

CONTRACTOR:

Guam Waterworks Authority

A&R Pacific-Garney Federal JV

By: MIGUEL C. BORDALLO, P.E. 

By: Shoja Rezvani 

Title: General Manager

Title: Vice President

(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

P.O. Box 25612

688 Route 15

Barrigada, Guam 96921

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: _____

By: _____

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

By: 
THERESA G. ROJAS, Esq.
GWA Legal Counsel


Note: Contract sent to OAG on 08/22/25 for review. OAG review completed without issue on 09/10/2025.

Date: 9/23/2025


Date: 9/23/2025

Contract Amount: \$6,142,535.00

Funding Source: USEPA SRF Grant

- M-96902621: \$2,152,000.00
- M-98T80424: \$3,990,535.00 

By: _____


BRETT RAILEY, P.E.
GWA Assistant General Manager – Engineering

Date: 9/21/2025

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

TECHNICAL DATA

ARTICLE 1-WORK

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

Installation of GAC treatment systems to address dieldrin contamination at GWA's deep wells D-17, Y-15, and M-4. relocation of two GAC systems and installation of one new GAC system.

1.02 The Project is generally described as follows:

DEEP WELLS D-17, Y-15, AND M-4 GAC SYSTEMS FOR DIELDRIN TREATMENT CONSTRUCTION
GWA Project Number: **12309**

ARTICLE 2-ENGINEER

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

Dueñas, Camacho and Associates, Inc.

2.02 The Owner has retained **Dueñas, Camacho, and Associates, Inc.** as Construction Manager ("Resident Project Representative") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT TIMES

3.01 Contract Times: Days

- A. The Work for **DEEP WELLS D-17, Y-15, AND M-4 GAC SYSTEMS FOR DIELDRIN TREATMENT** shall be substantially completed within the following days from the date of issuance of the Notice to Proceed, as provided in Paragraph 4.01 of the General Conditions, and shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- B. The Work will be substantially completed within (**see below**) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:
- C. Work shall be substantially completed on or before the following Milestone(s):
 - 1. Deep Well Y-15 site:
 - Substantial Completion: **365** calendar days from Notice to Proceed.
 - final Completion: **90** calendar days from Substantial Completion.
 - 2. Deep Well D-17 site:
 - Substantial Completion: **270** calendar days from Notice to Proceed.
 - Final Completion: **90** calendar days from Substantial Completion

3. Deep Well M-4 site:

- Substantial Completion: **270** calendar days from Notice to Proceed.
- Final Completion: **90** calendar days from Substantial Completion.

3.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 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 3.01 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 **\$4,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02 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 **\$ 4,500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **\$ NA** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

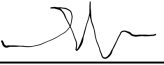


CHANGE ORDER NO. 01

Project Title: Deep Wells D-17, Y-15, and M-4 GAC Systems for Dieltrin Treatment
Project No.: 12309, IFB-04-ENG-2024
Contractor: A&R Pacific-Garney Federal JV NTP Date: 9/23/2025

TO: A&R Pacific-Garney Federal JV

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Shoja Rezvani
 Contractor Representative (PRINT)

2/19/2026
 Contractor Representative (SIGNATURE) Date
 Shoja Rezvani, P.E.
 Vice President - Managing Partner

PREPARED BY: Van D.G. Verango 2/17/2026
 Van Verango Date
 Junior Engineer, GWA

REVIEWED BY: Garrett K.L. Yeoh 2/18/2026
 Garrett Yeoh Date
 Senior Engineer, GWA

RECOMMEND APPROVAL: Brett E. Railey 2/16/2026
 Brett Railey, P.E. Date
 Assistant General Manager - Engineering, GWA

NATURE OF CHANGES:

WCD No. 1: Y-15 Interim GAC System: \$191,763.74

- Relocation and refurbishing of existing GAC vessels from DW F-08 to DW Y-15.
- Installation of interim GAC filtration system at Y-15, including earthwork, concrete pad, piping, structural supports, and backwashing of the GAC media.

See Attachment for complete scope of work and fees.

The changes result in the following adjustment of contract price and time:

Contract price prior to this Change Order	\$	6,142,535.00
Net INCREASE from this Change Order (subject to approved terms and conditions)	\$	191,763.74
Current contract price including this Change Order	\$	6,334,298.74
Contract time prior to this Change Order	455	Calendar Days
Net INCREASE from this Change Order (subject to approved terms and conditions)	0	Calendar Days
Current contract time including this Change Order	455	Calendar Days
Revised Contract Completion Date	Tuesday, December 22, 2026	

CERTIFIED FUNDS AVAILABLE:


Vendor No.: 102792
 Contract No.: 801282

Funding Source: 1
 CIP#: M97T07825
 G.L. No.: 12309.2997.400000
 Amount: \$ 191,763.74

Funding Source: 2 & 3
 CIP#: M-96902621/M98T80424-0
 G.L. No.: 12309.2997.400000
 Amount: _____

Taling M. Taitano 2/26/2026
 Taling M. Taitano, CPA, CGFM Date
 Chief Financial Officer, GWA

APPROVED AS TO FORM:


2/23/2026
 Theresa G. Rojas Date
 Legal Counsel, GWA

APPROVED:

Miguel Bordallo 2/26/2026
 Miguel Bordallo, P.E. Date
 General Manager - GWA

Note: No additional comment

RFI No.1 – EXHIBIT B

WORK CHANGE DIRECTIVE NO.: 2

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and Associates
Contractor: A&R Pacific – Garney Federal JV

Owner’s Project No.: No. 12309
Engineer’s Project No.: GG19-02G
Contractor’s Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and M-4 GAC System for Dieltrin Treatment
Contract Name: N/A

Date Issued: December 29, 2025

Effective Date of Work Change Directive: December 29, 2025.

Contractor is directed to proceed promptly with the following change(s):

Description:

This work change directive covers the additional Model-10 GAC vessels and GAC media for Y-15, M-4, and D-17. The contractor shall supply the following GAC media: 80,000 lbs. for Y-15, 20,000 lbs. for M-4, and 20,000 lbs. for D-17. The contractor is also instructed to submit a cost proposal for both seismic and non-seismic compliant vessels for review and approval prior to procurement of the vessels. All work shall be done in conformance with the contract documents.

Attachments:

None

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

By: Jeff W. Miller, P.E.-DCA



Title: Construction Manager

Date:

12/29/25

Authorized by Owner

By: Van Verango



Title: GWA - Junior Engineer

Date:

12-29-2025

WORK CHANGE DIRECTIVE NO.: 3

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and Associates
Contractor: A&R Pacific – Garney Federal JV

Owner’s Project No.: No. 12309
Engineer’s Project No.: GG19-02 G
Contractor’s Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and M-4 GAC System for Dieldrin Treatment
Contract Name: N/A
Date Issued: December 29, 2025

Effective Date of Work Change Directive: December 29, 2025.

Contractor is directed to proceed promptly with the following change(s):

Description:

A biological survey was conducted at Well Site M-04 by DCA Biologist wherein an endangered species of snails, the Samoana fragilis, was found. As such, the installation of a dust barrier is required. The contractor will conduct the work while a DCA Biologist is present, to ensure the proper installation of the dust barrier. All work shall be done in conformance with the contract documents.

Attachments:

- 1. **DCA Biological Survey Map of M-04**
- 2. **Photos of Samaona Fragilis Snail**

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other


Recommended by Engineer

By: Jeff W. Miller, P.E.-DCA 

Title: Construction Manager

Date: 12/29/25

Authorized by Owner

By: Van Verango 

Title: GWA- Junior Engineer

Date: 12-29-2025

WORK CHANGE DIRECTIVE NO.: 4

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and
Associates
Contractor: A&R Pacific – Garney
Federal JV

Owner's Project No.: No. 12309
Engineer's Project No.: GG19-02G

Contractor's Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and
M-4 GAC System for Dieltrin
Treatment

Contract Name: N/A

Date Issued: January 20, 2026

Effective Date of Work Change Directive:
January 20, 2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Perform all work necessary to remove, relocate, install, and commission the GAC vessels being transferred from Deep Well A-08 to M-04, as shown in the attached drawings. The attached Bid Table is provided for reference only. The Contractor is responsible for preparing and submitting an updated Schedule of Values that reflects the additional changes and includes all required cost breakdowns.

Attachments:

Drawing: MP-1.3, C-0.1, C-1.3, C-1.4, C-2.3, C-3.1, C-3.2, and S-3.1

Bid Table Item(s):

1. Relocate GAC vessel and steel support structure from Deep Well A-08 to Deep Well M-04.
2. Install new fence line at M-04.
3. Install new GAC Concrete Pad at M-04.
4. Install relocated GAC Vessel from Deep Well A-08.
5. Provide and install new supply return and GAC vessel piping at M-04.
6. Provide and install new discharge piping and GAC connection tees at M-04.
7. Demolish discharge piping slab at M-04.
8. Backfill existing slab sub-base at M-04.
9. Restore pad slab at M-04.

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Provide cost breakdown for major works within two (2) weeks of this WCD. If agreement on Lump Sum is not reached then work shall be executed as Cost of Work (General Conditions Sect. 11.04.B3)

Recommended by Engineer

By: Kenneth M. Rekdahl, P.E.-DCA

Title: Resident Project Representative

Date:

1/21/2026

Authorized by Owner

By: Van Verango

Title: GWA- Junior Engineer

Date:

January 21, 2026

WORK CHANGE DIRECTIVE NO.: 5

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and
Associates
Contractor: A&R Pacific – Garney
Federal JV

Owner's Project No.: 12309
Engineer's Project No.: GG19-02G
Contractor's Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and
M-4 GAC System for Dieldrin
Treatment

Contract Name: N/A

Date Issued: January 16, 2026

Effective Date of Work Change Directive:
January 16, 2026

Contractor is directed to proceed promptly with the following change(s):

Description: This Work Change Directive is for the redesign of Deep Well Y-15. Refer to the attached drawings and Bid Table for additional information. Contractor has a responsibility to submit updated Schedule of Values with the additional changes and breakdowns.

Attachments: Drawing: MP-1.2, C-0.1, C-1.2, C-2.2, C-3.1, C-3.2, S-1.1

Bid Table item(s):

1. New GAC concrete pad.
2. Provide and install new supply return and GAC vessel piping.
3. Provide and install new well discharge piping and GAC connection tees.
4. Remove well discharge piping and chlorine connections points.
5. Relocate and install new chlorine piping.
6. Install new GAC vessel.
7. Install new GAC media.
8. Backwash each new vessel individually and prior to interim connection to well head. Dispose of Backwash water properly to nearby sewer manhole.
9. Provide Design and Installation of Current Balancer Unit (CBU)
10. Removal and disposal of used GAC media.
11. Removal of piping on interim GAC System.
12. Relocate GAC Vessels from Deep Well Y-15 to Deep Well D-17.
13. Install new perimeter fencing and gate.

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Provide cost breakdown for major works within two (2) weeks of this WCD. If agreement on Lump Sum is not reached then work shall be executed as Cost of Work (General Conditions Sect. 11.04.B3)

Recommended by Engineer

By: Kenneth M. Rekdahl, P.E.-DCA

Title: Resident Project Representative

Date:

1/21/2026

Authorized by Owner

By: Van Verango

Title: GWA- Junior Engineer

Date:

January 21, 2026

WORK CHANGE DIRECTIVE NO.: 6

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and
Associates
Contractor: A&R Pacific – Garney
Federal JV

Owner's Project No.: 12309
Engineer's Project No.: GG19-02G
Contractor's Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and
M-4 GAC System for Dieltrin
Treatment

Contract Name: N/A

Date Issued: January 20, 2026

Effective Date of Work Change Directive:
January 20, 2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Perform all work necessary to remove, relocate, install, and commission the GAC vessels being transferred from Deep Well Y-15 (Interim GAC Filtration System) to Deep Well D-17, as shown in the attached drawings. The attached Bid Table is provided for reference only. The Contractor is responsible for preparing and submitting an updated Schedule of Values that reflects the additional changes and includes all required cost breakdowns.

Attachments:

Drawing: MP-1.1, C-0.1, C-1.1, C-1.2, C-2.1, C-2.2, C-3.1, S-2.1

Bid Table Item(s):

1. New GAC Concrete Pad at D-17.
2. Relocate GAC Vessels from Deep Well Y-15 to Deep Well D-17.
3. Install Relocated GAC Vessel from Deep Well Y-15.
4. Provide and install new supply return and GAC vessel piping at D-17.
5. Provide and install new discharge piping and GAC connections tees at D-17.

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Provide cost breakdown for major works within two (2) weeks of this WCD. If agreement on Lump Sum is not reached then work shall be executed as Cost of Work (General Conditions Sect. 11.04.B3)

Recommended by Engineer

Authorized by Owner

By: Kenneth M. Rekdahl, P.E.-DCA

By: Van Verango

Title: Resident Project Representative

Title: GWA- Junior Engineer

Date:

1/21/2026

Date:

January 21, 2026



March 3,2026

Project: Deep Well D-17,Y-15 and M-4 GAC System for Dieldrin

Subject: Work Change Directive #2 – Rev 02

Dear Mr. Miller,

Please find enclosed A&R Pacific – Garney Federal JV’s proposal for **Work Change Directive #2** for the Deep Well D-17, Y-15, and M-4 GAC System for Dieldrin.

Scope of Inclusions:

- Total of 6 Calgon AquaKnight GC-10 vessels with total of 120,000 lbs of Filtrasorb400 media (*Estimated lead time: 42–44 weeks following approved submittals*)
- *120,000 lbs of additional Filtrasorb400 media*
- *Shipping to Guam (CIF Port)*
- *3 Used Flat Racks and 10 Used 40ft containers*
- Stainless steel hardware consistent with the Y-15 tanks delivered in December 2025
- Optional seismic tank upgrades by Calgon
- Field services
- Transportation to GWA’s Northern District facility
- Bond and insurance
- GRT

Exclusions:

- On-site tank and media installation
- Transportation from GWA’s yard to the project site
- Any work not explicitly listed above.

Should you have any questions or require additional information, please feel free to contact me at (671) 685-8105.

Sincerely,

Shoja Rezvani, P.E.

Managing Partner

With Seismic



ISSUE NUMBER: GAC II - Additional CALGON Tanks
 CONTRACT NUMBER:
 CONTRACT NAME:
 LOCATION: Guam

Date 03/02/2026
 Rev 1

Detailed Summary Sheet

				Basic	
<u>I. DIRECT COST SUMMARY</u>				<u>TOTAL ADD</u>	<u>TOTAL DEDUCT</u>
<u>1. LABOR</u>					
DBA Insurance as necessary					
Added Scope Cost				\$	5,320.00
Deleted Scope Cost					
Proposal Prep & Negotiations					
SUBTOTAL LABOR				\$	5,320.00
\$				-	-
<u>2. MATERIALS</u>					
Added Scope Cost				\$	-
Deleted Scope Cost					
SUBTOTAL MATERIAL				\$	-
\$				-	-
<u>3. EQUIPMENT</u>					
Added Scope Cost				\$	5,000.00
Deleted Scope Cost					
SUBTOTAL EQUIPMENT				\$	5,000.00
\$				-	-
<u>4. SUBCONTRACTOR</u>					
Added Scope Cost (Labor & Equipment)				\$	1,853,113.00
SUBTOTAL SUBCONTRACTOR				\$	1,853,113.00
\$				-	-
SUBTOTAL DIRECT				\$	1,863,433.00
\$				-	-
<u>II. JOBSITE INDIRECT COST SUMMARY</u>					
<u>Job Site Time Related Costs</u>					
	<u># Days</u>	<u>Daily Rate</u>			
EOH	1		\$	-	\$ -
All Risk and GL Insurance (Time)	1		\$	-	\$ -
SUBTOTAL INDIRECT				\$	-
\$				-	-
TOTAL DIRECT and INDIRECT				\$	1,863,433.00
\$				-	-
<u>III. MARKUPS ON DIRECTS & INDIRECTS</u>					
<u>A. RISK CONTINGENCY</u>					
0.00%				\$	-
SUBTOTAL				\$	1,863,433.00
\$				-	-
<u>D. HOME OFFICE G&A</u>					
SUBTOTAL				\$	1,863,433.00
\$				-	-
<u>E. PROFIT</u>					
15.00%				\$	279,514.95
SUBTOTAL				\$	2,142,947.95
\$				-	-
<u>F. INSURANCE [All Risk and GL Insurance (value)]</u>					
1.10%				\$	23,572.43
SUBTOTAL				\$	2,166,520.38
\$				-	-
<u>G. PAYMENT & PERFORMANCE BOND</u>					
1.00%				\$	21,665.20
SUBTOTAL				\$	2,188,185.58
\$				-	-
<u>H. GRT Tax</u>					
4.50%				\$	98,468.35
SUBTOTAL				\$	2,286,653.93
\$				-	-
TOTAL					\$2,286,653.93



ISSUE NUMBER: GAC II - Additional CALGON Tanks
 CONTRACT NUMBER:
 CONTRACT NAME:
 LOCATION: Guam

Date 03/02/2026
 Rev 1

Line Item	Item Description	Quantity	Subcontractor		Direct Labor		Bulk Material Cost		Equipment Cost		Total Costs	Notes
			Unit Cost	Ttl. Cost	UR	Ttl	Matl UR	Matl Cost	Equip UR	Equip Costs		
1	Custom clearance Fee by angoco's agent - 4 containers and 3 flatracks for 6 tanks and media PLUS 3 contrainers for 120,000 lbs of media // total 10 //	10.00	100.00	1,000.00							1,000.00	
2	CIF port Charges - paid \$11,932 for Y15 for total of 7 (5 FR and 2 Cont) or 1,705 \$/EA	10.00	1,705.00	17,050.00							17,050.00	
3											-	
4	Delivery from Port to Yard - Angoco Trucking - 3 Flat Racks	3.00	200.00	600.00							600.00	
5	Delivery from Port to Yard - Angoco Trucking - 7 x 40' container	7.00	200.00	1,400.00							1,400.00	
6												
7	Port to A&R - offload 3 Flat Racks (FR) at A&R Yard (Port to Yard) (crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 4 hours per FR = 16 hr x 3 flatrack = 48 MH	48.00			35.00	1,680.00				750.00	2,430.00	A&R's Gantry crane \$250 \$/hr x 3 =750
8	A&R to GWA's yard - load 3 Flat Rack in A&R Yard on trailer (A&R Yard to GWA Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 4 hours per FR = 16 hr x 3 flatrack = 48 MH	48.00			35.00	1,680.00				750.00	2,430.00	A&R's Gantry crane \$250 \$/hr x 3 =750
9	Port to A&R - offload 7 x 40ft container in A&R Yard on trailer (Port to A&R Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 1 hours per container = 4 hr x 7 container = 28 MH	28.00			35.00	980.00				1,750.00	2,730.00	A&R's Gantry crane \$250 \$/hr x 7 =1750
10	A&R to GWA's yard - load 7 x 40ft container in A&R Yard on trailer (A&R Yard to GWA Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 1 hours per container = 4 hr x 7 container = 28 MH	28.00			35.00	980.00				1,750.00	2,730.00	A&R's Gantry crane \$250 \$/hr x 7 =1750
11	Delivery from A&R to GWA - Angoco Trucking - 3 Flat Racks	3.00	400.00	1,200.00							1,200.00	
12	Delivery from A&R to GWA - Angoco Trucking - 7 x 40' container	7.00	400.00	2,800.00							2,800.00	
13	Denzai Crane Hire with rigger to offload 3 Flat Racks and 6 containers at GWA's yard	1.00		7,440.00							7,440.00	\$1000 Mob/Demob, \$2500 per day x 2 with operator (all-terrain) plus 2 riggers at \$720 per day
14												
15	CALGON for GC 10 Models										-	
16	Three (3) AquaKnight™ GC 10 Adsorption Systems (6 vessels) (High Seismic Design)	1.00	942,322.00	942,322.00							942,322.00	
17	20,000lbs. FILTRASORB®400 per vessel, 120,000 lbs. total	1.00	240,000.00	240,000.00							240,000.00	
18	Delivery of Equipment to Port of Guam	1.00	178,792.00	178,792.00							178,792.00	
19											-	
20	GAC Freight - Delivery of GAC to site for loading directly into Adsorbors	1.00	53,282.00	53,282.00							53,282.00	
21	Field Services - Daily rate 1250 \$/day	10.00	1,706.00	17,060.00							17,060.00	
22	Four Used 40ft contianer	1.00	27,680.00	27,680.00							27,680.00	
23	3 used Flatracks	1.00	48,446.00	48,446.00							48,446.00	
24	ADDITIONAL GAC MEDIA											
25	120,000 lbs. FILTRASORB®400	1.00	240,000.00	240,000.00							240,000.00	
26	Delivery of GAC to site for loading directly into Adsorbors (CIF port of Guam)	1.00	53,282.00	53,282.00							53,282.00	
27	Three (3) Used 40' Containers	1.00	20,759.00	20,759.00							20,759.00	
28												
29											-	
30											-	
31												
32												
33												
34												
35												
36											-	
37												
Total				1,853,113.00		5,320.00				5,000.00	1,863,433.00	

Without Seismic



ISSUE NUMBER: GAC II - Additional CALGON Tanks
 CONTRACT NUMBER:
 CONTRACT NAME:
 LOCATION: Guam

Date 03/02/2026
 Rev 1

Detailed Summary Sheet

				Basic	
<u>I. DIRECT COST SUMMARY</u>				<u>TOTAL ADD</u>	<u>TOTAL DEDUCT</u>
<u>1. LABOR</u>					
DBA Insurance as necessary					
Added Scope Cost				\$	5,320.00
Deleted Scope Cost					
Proposal Prep & Negotiations					
SUBTOTAL LABOR				\$	5,320.00
\$ -					\$ -
<u>2. MATERIALS</u>					
Added Scope Cost				\$	-
Deleted Scope Cost					
SUBTOTAL MATERIAL				\$	-
\$ -					\$ -
<u>3. EQUIPMENT</u>					
Added Scope Cost				\$	5,000.00
Deleted Scope Cost					
SUBTOTAL EQUIPMENT				\$	5,000.00
\$ -					\$ -
<u>4. SUBCONTRACTOR</u>					
Added Scope Cost (Labor & Equipment)				\$	1,843,113.00
SUBTOTAL SUBCONTRACTOR				\$	1,843,113.00
\$ -					\$ -
SUBTOTAL DIRECT				\$	1,853,433.00
\$ -					\$ -
<u>II. JOBSITE INDIRECT COST SUMMARY</u>					
<u>Job Site Time Related Costs</u>					
	<u># Days</u>	<u>Daily Rate</u>			
EOH	1		\$	-	\$ -
All Risk and GL Insurance (Time)	1		\$	-	\$ -
SUBTOTAL INDIRECT				\$	-
\$ -					\$ -
TOTAL DIRECT and INDIRECT				\$	1,853,433.00
\$ -					\$ -
<u>III. MARKUPS ON DIRECTS & INDIRECTS</u>					
<u>A. RISK CONTINGENCY</u>					
0.00%				\$	-
\$ -					\$ -
SUBTOTAL				\$	1,853,433.00
\$ -					\$ -
<u>D. HOME OFFICE G&A</u>					
\$ -					\$ -
SUBTOTAL				\$	1,853,433.00
\$ -					\$ -
<u>E. PROFIT</u>					
15.00%				\$	278,014.95
\$ -					\$ -
SUBTOTAL				\$	2,131,447.95
\$ -					\$ -
<u>F. INSURANCE [All Risk and GL Insurance (value)]</u>					
1.10%				\$	23,445.93
\$ -					\$ -
SUBTOTAL				\$	2,154,893.88
\$ -					\$ -
<u>G. PAYMENT & PERFORMANCE BOND</u>					
1.00%				\$	21,548.94
\$ -					\$ -
SUBTOTAL				\$	2,176,442.82
\$ -					\$ -
<u>H. GRT Tax</u>					
4.50%				\$	97,939.93
\$ -					\$ -
SUBTOTAL				\$	2,274,382.74
\$ -					\$ -
TOTAL					\$2,274,382.74



ISSUE NUMBER: GAC II - Additional CALGON Tanks
 CONTRACT NUMBER:
 CONTRACT NAME:
 LOCATION: Guam

Date 03/02/2026
 Rev 1

Line Item	Item Description	Quantity	Subcontractor		Direct Labor		Bulk Material Cost		Equipment Cost		Total Costs	Notes
			Unit Cost	Ttl. Cost	UR	Ttl	Matl UR	Matl Cost	Equip UR	Equip Costs		
1	Custom clearance Fee by angoco's agent - 4 containers and 3 flatracks for 6 tanks and media PLUS 3 contrainers for 120,000 lbs of media // total 10 //	10.00	100.00	1,000.00							1,000.00	
2	CIF port Charges - paid \$11,932 for Y15 for total of 7 (5 FR and 2 Cont) or 1,705 \$/EA	10.00	1,705.00	17,050.00							17,050.00	
3											-	
4	Delivery from Port to Yard - Angoco Trucking - 3 Flat Racks	3.00	200.00	600.00							600.00	
5	Delivery from Port to Yard - Angoco Trucking - 7 x 40' container	7.00	200.00	1,400.00							1,400.00	
6												
7	Port to A&R - offload 3 Flat Racks (FR) at A&R Yard (Port to Yard) (crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 4 hours per FR = 16 hr x 3 flatrack = 48 MH	48.00			35.00	1,680.00				750.00	2,430.00	A&R's Gantry crane \$250 \$/hr x 3 =750
8	A&R to GWA's yard - load 3 Flat Rack in A&R Yard on trailer (A&R Yard to GWA Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 4 hours per FR = 16 hr x 3 flatrack = 48 MH	48.00			35.00	1,680.00				750.00	2,430.00	A&R's Gantry crane \$250 \$/hr x 3 =750
9	Port to A&R - offload 7 x 40ft container in A&R Yard on trailer (Port to A&R Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 1 hours per container = 4 hr x 7 container = 28 MH	28.00			35.00	980.00				1,750.00	2,730.00	A&R's Gantry crane \$250 \$/hr x 7 =1750
10	A&R to GWA's yard - load 7 x 40ft container in A&R Yard on trailer (A&R Yard to GWA Yard)(crew of 4, 1 x operator, 2 x rigger, 1 x driver)x 1 hours per container = 4 hr x 7 container = 28 MH	28.00			35.00	980.00				1,750.00	2,730.00	A&R's Gantry crane \$250 \$/hr x 7 =1750
11	Delivery from A&R to GWA - Angoco Trucking - 3 Flat Racks	3.00	400.00	1,200.00							1,200.00	
12	Delivery from A&R to GWA - Angoco Trucking - 7 x 40' container	7.00	400.00	2,800.00							2,800.00	
13	Denzai Crane Hire with rigger to offload 3 Flat Racks and 6 containers at GWA's yard	1.00		7,440.00							7,440.00	\$1000 Mob/Demob, \$2500 per day x 2 with operator (all-terrain) plus 2 riggers at \$720 per day
14												
15	CALGON for GC 10 Models										-	
16	Three (3) AquaKnight™ GC 10 Adsorption Systems (6 vessels) (without High Seismic Design deduct \$10,000)	1.00	932,322.00	932,322.00							932,322.00	
17	20,000lbs. FILTRASORB™400 per vessel, 120,000 lbs. total	1.00	240,000.00	240,000.00							240,000.00	
18	Delivery of Equipment to Port of Guam	1.00	178,792.00	178,792.00							178,792.00	
19											-	
20	GAC Freight - Delivery of GAC to site for loading directly into Adsorbers	1.00	53,282.00	53,282.00							53,282.00	
21	Field Services - Daily rate 1250 \$/day	10.00	1,706.00	17,060.00							17,060.00	
22	Four Used 40ft contianer	1.00	27,680.00	27,680.00							27,680.00	
23	3 used Flatracks	1.00	48,446.00	48,446.00							48,446.00	
24	ADDITIONAL GAC MEDIA											
25	120,000 lbs. FILTRASORB™400	1.00	240,000.00	240,000.00							240,000.00	
26	Delivery of GAC to site for loading directly into Adsorbers (CIF port of Guam)	1.00	53,282.00	53,282.00							53,282.00	
27	Three (3) Used 40' Containers	1.00	20,759.00	20,759.00							20,759.00	
28												
29											-	
30											-	
31												
32												
33												
34												
35												
36											-	
37												
	Total			1,843,113.00		5,320.00				5,000.00	1,853,433.00	



Offer Sheet/ Scope of Supply

Project: Guam

Original Bid Date: 12/1/2025

Proposal Number: PLM25245 Rev 2

Location: Guam

Specification Section: CCC
standard

Title: AquaKnight™ GC 10
Adsorption System

Items Included

Item #	Equipment Description	Equipment Identification	Price
1	Adsorption System	Three (3) AquaKnight™ GC 10 Adsorption Systems (High Seismic Design)	\$942,322.00
	Granular Activated Carbon (GAC)	20,000lbs. FILTRASORB®400 per vessel, 120,000 lbs. total	\$240,000.00
	Equipment Freight	Delivery of Equipment to Port of Guam	\$178,792.00
	GAC Freight	Delivery of GAC to site for loading directly into Adsorbers	\$53,282.00
	Field Service	Ten (10) days Calgon Carbon Field Services In One Trip	\$17,060.00

Item #	Equipment Description	Equipment Identification	Price
2	Additional Supplied Equipment	Four (4) Used 40' Containers	\$27,680.00
	Additional Supplied Equipment	Three (3) Used Flatracks	\$48,446.00

Item #	Equipment Description	Equipment Identification	Price
3	Additional Granular Activated Carbon (GAC)	120,000 lbs .FILTRASORB®400	\$240,000.00
	GAC Freight	Delivery of GAC to site for loading directly into Adsorbers	\$53,282.00
	Additional Supplied Equipment	Three (3) Used 40' Containers	\$20,759.00

			Grand Total
			\$1,821,623.00

CALGON CARBON PROPOSES TO PROVIDE ALL EQUIPMENT ITEMS, ACTIVATED CARBON AND SERVICES AS DESCRIBED IN THIS SPECIFICATION SECTION WITH THE FOLLOWING CLARIFICATIONS AND EXCEPTIONS:

1. In order to meet required delivery dates, final shipment must be confirmed by Customer no less than 10 weeks prior to delivery. Once equipment is fabricated it must be shipped within two weeks of the confirmed delivery date. If it cannot be shipped, CCC will move it to storage and charge per system a one-time movement fee of \$4,500 and \$1,500/month pro-rated storage fee.
2. The scope as outlined above and detailed on the attached Scope Datasheet constitutes the entirety of CCC's offering. Drawings are attached for reference only and may not represent detailed design concerns. Exceptions to the specifications are noted. Changes to the technical scope as defined in the submitted Scope Datasheet may impact cost or schedule and will be communicated at contract review or during the submittal process for approval prior to incorporation.

 **Schedule**

1. **Providing Approval Submittal:** 3 weeks after final execution of purchase order/contract
2. **Re-submittals:** 2 weeks after return of previous submittal with notations/comments
3. **Customer Confirmation of desired ship date received a minimum of 10 weeks prior to desired delivery to reserve shop time (this is a milestone only and does not add to fabrication time).**
4. **Readiness to Ship:** 42 to 44 weeks (for first system, then 1 week after that for subsequent systems) upon return of approved submittal / release to fabricate, subject to shop loading, final customer-confirmed delivery schedule and supply chain availability at the time of submittal approval
5. **Initial Fill GAC and Site Services:** As Required and scheduled by site.

⊗ Items NOT Included

(The following items are not included in this Scope of Supply and are specified elsewhere or have been noted to be provided by the Contractor):

1. Site preparation, foundation design and foundation installation
2. Receipt, off-loading (and storage) of adsorption system equipment.
3. Installation of adsorption system equipment
4. Any hydrostatic test of the installed (assembled) system at the site.
5. System connection to existing infrastructure
6. System disinfection prior to initial fill of carbon
7. Utilities for bulk loading of media (compressed air, clean water source, backwash water disposal)
8. Operation of the system during carbon fill operation
9. Mechanical startup of the system

Pricing And Information Contact

Ben Goecke
Senior Technical Sales Representative
425.286.0754

Technical Notes

1. The largest single item in this Scope is the AquaKnight™ GC 10 vessel with an estimated vessel weight of 16,000 lbs.
2. Sizing of anchor bolts, supply of anchor bolts and anchor bolt template are not included. Calgon Carbon will supply a drawing showing anchor bolt locations and loads at base plate.

Commercial Notes

1. Pricing to remain valid for 30 days from date of issue.
2. Unless otherwise noted; or until other Terms and Conditions are agreed to in writing by both parties; this Offer is made only under and is governed by Calgon Carbon Corporation's Engineered Systems Terms and Conditions.
3. Calgon Carbon Corporation reserves the right to adjust any pricing that is impacted by tariffs at the time of the submittal approvals and release to fabricate.
4. Unless otherwise noted; all pricing provided is exclusive of any Sales Tax.
5. Unless otherwise noted; pricing does not include any Payment / Performance Bonds. Costs for any such Bonds (if necessary or requested by the Buyer) will be added to the quoted pricing.
6. Upon acknowledgement of any Purchase Order, the Buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
7. Buyer and Calgon Carbon Corporation shall agree to the Delivery Schedule for the order. The Delivery Schedule shall be mutually agreed upon during the purchase order acceptance process. Changes to the Delivery Schedule will only be permitted upon mutual agreement between Buyer and Calgon Carbon Corporation, provided that no changes will be permitted after commencement of fabrication. Notwithstanding any provision to the contrary, delivery requirements not reflected in the Delivery Schedule shall not be subject to liquidated damages. Buyer shall accept delivery of equipment according to the Delivery Schedule. If for any reason Buyer cannot accept delivery in accordance with the Delivery schedule, Buyer shall pay Calgon Carbon Corporation for storage fees incurred by Calgon Carbon Corporation at a rate of \$50 per calendar day per system for up to 45 days. If for any reason Buyer cannot accept delivery of equipment within 45 days of the date reflected in the Delivery Schedule, CCC will arrange, at Buyer's expense, to transport the equipment to the location of Buyer's choice (the "Storage Location"). All

transportation and additional storage costs related to delayed delivery acceptance shall be paid by Buyer. Risk of loss shall transfer from CCC to Buyer upon delivery of the equipment to the Storage Location. For the avoidance of doubt, the parties agree that all liability for such equipment shall transfer to Buyer at the Storage Location and any damage incurred thereafter, including without limitation damage incurred as a result of storage or further transportation, shall be for the account of Buyer.

8. You may accept this offer by submitting a purchase order referencing this offer, provided that such acceptance shall be on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth in the Calgon Carbon Corporation Engineered Systems Terms and Conditions. Any different or additional terms contained in any document, including the PO, issued by Buyer are expressly rejected, and Buyer acknowledges and agrees that the terms set forth herein and in the Calgon Carbon Corporation Engineered Systems Terms and Conditions shall control.

Please send the purchase order to:

Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108
Attention: Ben Goecke
Ben.Goecke@kuraray.com
cc: drinkingwater.ccc@kuraray.com

Attachments

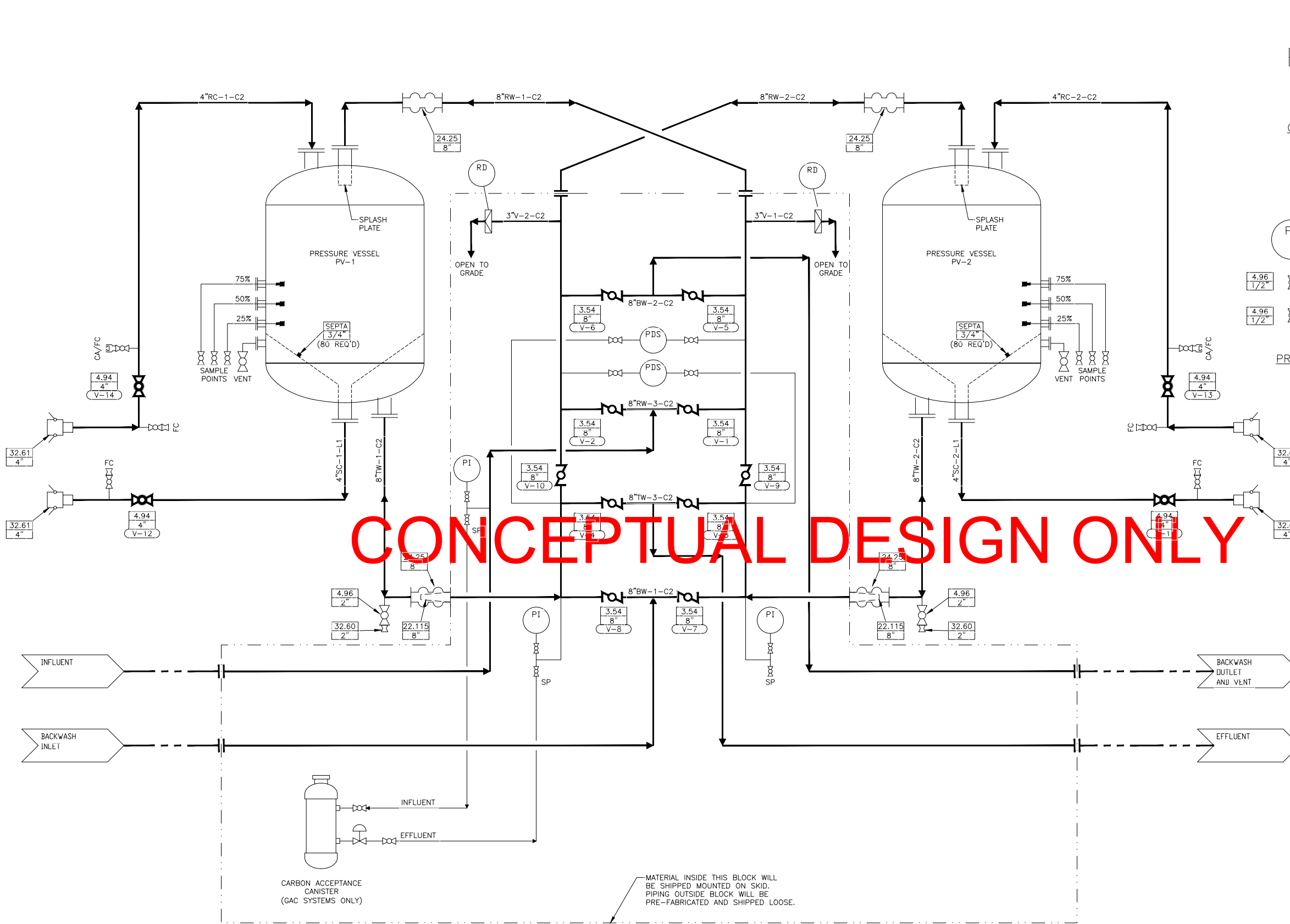
1. Scope Data Sheet
2. Flow Diagram
3. General Arrangement Drawing
4. Sales Specification FILTRASORB® 400
5. Calgon Carbon Corporation Engineered Systems Terms and Conditions

Calgon Carbon Corporation

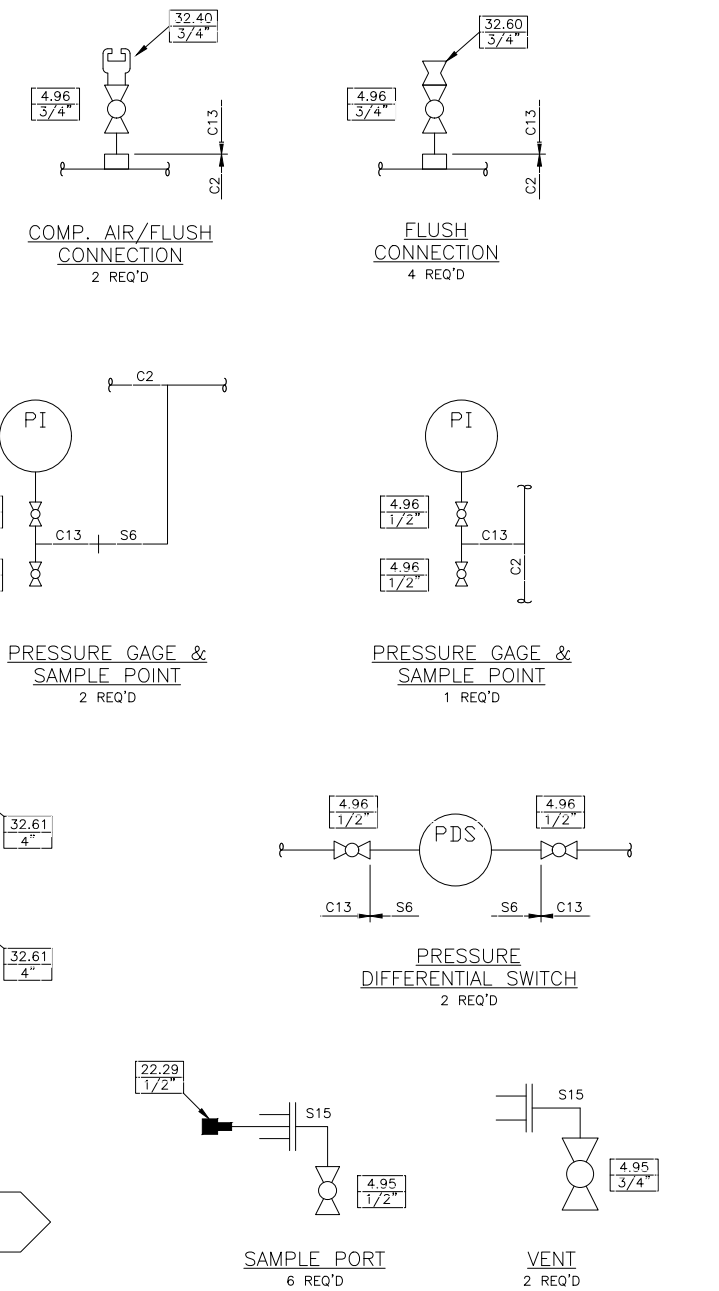
12/01/2025, <jw >

**Updated:
02/03/2026,<hs>**

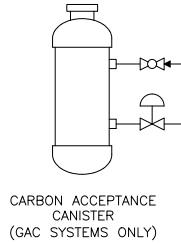
**Updated:
02/19/2026,<hs>**



CONCEPTUAL DESIGN ONLY



- OPTIONS:**
- AIR/VACUUM RELEASE: APCO SERIES 140
 - UPPER DISTRIBUTOR
 - EXTERNAL UNDERDRAIN



MATERIAL INSIDE THIS BLOCK WILL BE SHIPPED MOUNTED ON SKID. PIPING OUTSIDE BLOCK WILL BE PRE-FABRICATED AND SHIPPED LOOSE.



1	REVISED AS NOTED	GBM	7/2/2025
0	ISSUE FOR FABRICATION	RES	10/20/2022
REV	DESCRIPTION	APP	DATE
REVISIONS			

TOLERANCES (unless otherwise specified)

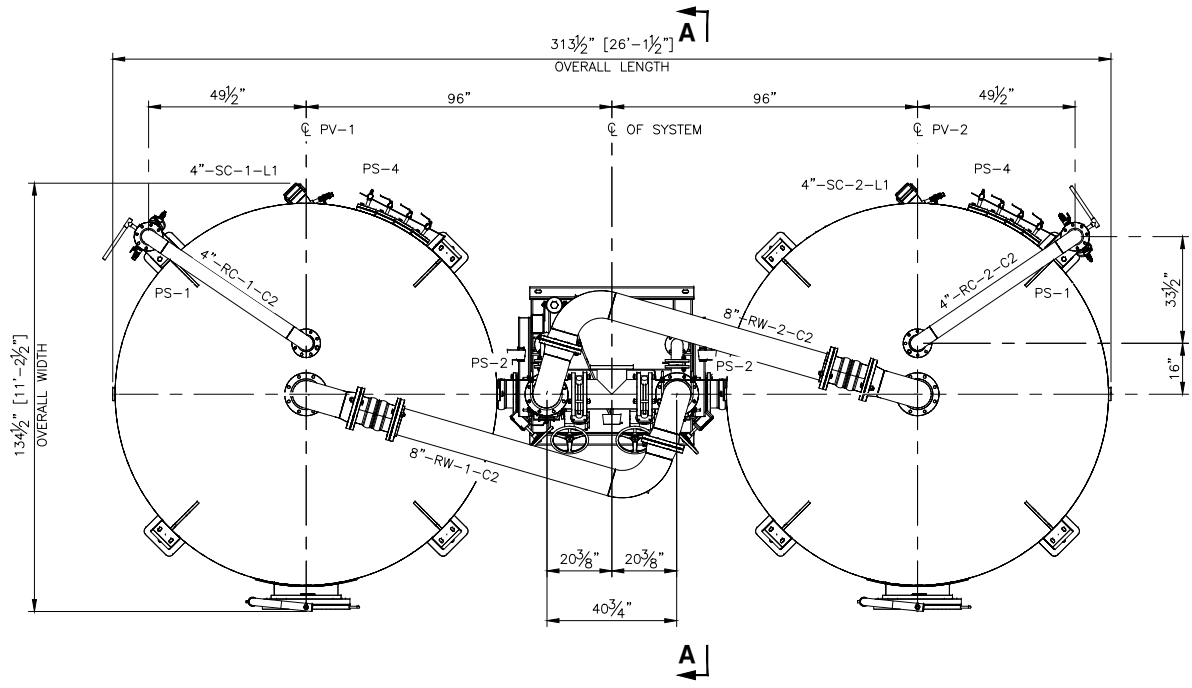
ANGULAR	±0.30'	DECIMAL (2 PLACES)	±.010
FRACTIONAL	±1/16"	DECIMAL (3 PLACES)	±.005
DECIMAL (1 PLACE)	±.015	DECIMAL (4 PLACES)	±.0005



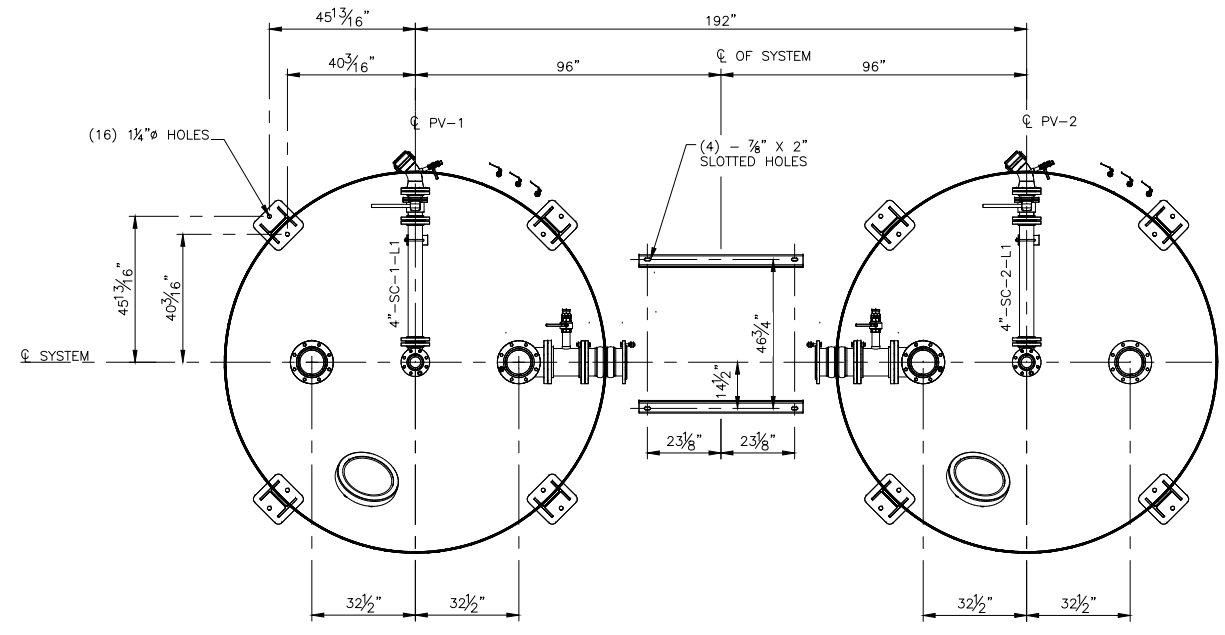
MEDIA	SPECIALTIES	DESIGN CONDITIONS	LEGEND	VESSELS	UTILITY REQUIREMENTS
MEDIA: GAC OR RESIN QUANTITY PER VESSEL: 20,000 LBS. OF GAC OR T.B.D. CU.FT. RESIN SERVICE: POTABLE WATER (NSF/ANSI 61 CERTIFIED)	PRESSURE INDICATOR: 0-160 PSIG, WIKA 232.34 RUPTURE DISK: 125 PSIG BURST PRESSURE (CCC SPEC. ISO15) PRESSURE DIFFERENTIAL SWITCH: ORANGE RESEARCH, 0-20-0 PSIG	FLOW RATE: XXX GPM (SERIES) XXX GPM (PARALLEL) INFLUENT PRESSURE: 100 PSIG MAX. INFLUENT TEMP.: 120°F MAX. BACKWASH RATE: T.B.D. GPM @ 55°F. ELECTRIC POWER: 120 V, 60~ SINGLE PHASE, 15 AMP	BW - BACKWASH WATER FC - FLUSH CONNECTION RC - REACT.(OR VIRGIN) CARBON RW - RAW WATER SC - SPENT CARBON SLURRY SP - SAMPLE PORT TW - TREATED WATER V - VENT	10'-0" O.D. x 12'-0" S.S. ASME 2:1 ELLIPTICAL TOP AND BOTTOM HEADS. CARBON STEEL CONSTRUCTION. ASME SECT. VIII, DIV. 1 125 PSIG @ 140°F DESIGN. LINING TO BE FORCE CURED PER NSF/ANSI 61 PLASITE 4110, BLOME TL-22S AR OR REACTAMINE 760 SEPTA: ORTHOS C2 OR FEDERAL SCREEN	AIR, CARBON TRANSFER - 100 SCFM @ 30 PSIG MIN. PLANT WATER - 100 GPM @ 30 PSIG MIN. WIRING - MIN. AWG #16 TO PDS 294

CLIENT			
DRINKING WATER TREATMENT SYSTEM AQUAKNIGHT GC 10, 8" PIPING FLOW DIAGRAM			
DWA. Size	D	SHEET No. 1 OF 1	SCALE NONE
DWA. No.	90220738	REV. 1	

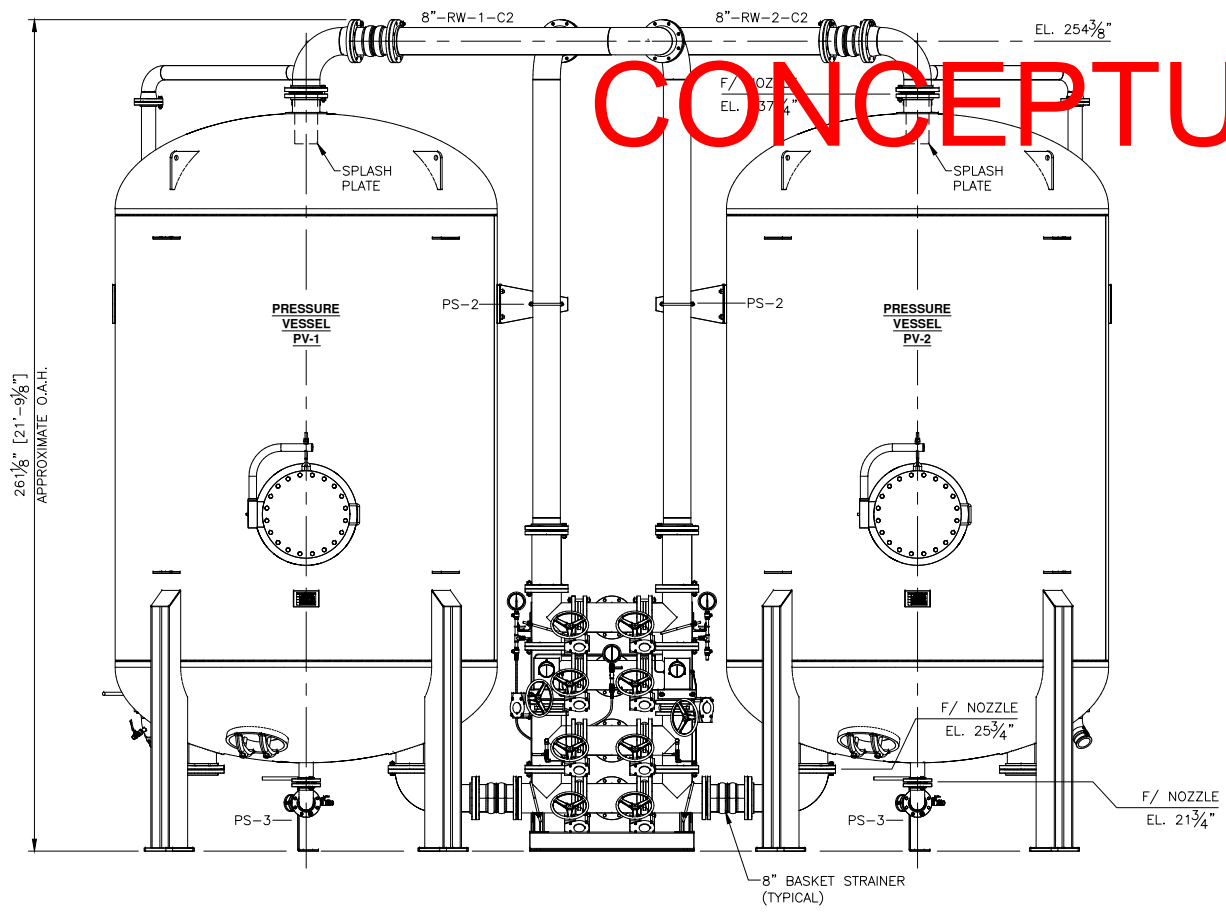
V:\Products\Carbon\Model 10\Process\AquaKnight\90220738 M10 DWC 8 Pipe PID.dwg Jul 02, 2025 - 1:28pm



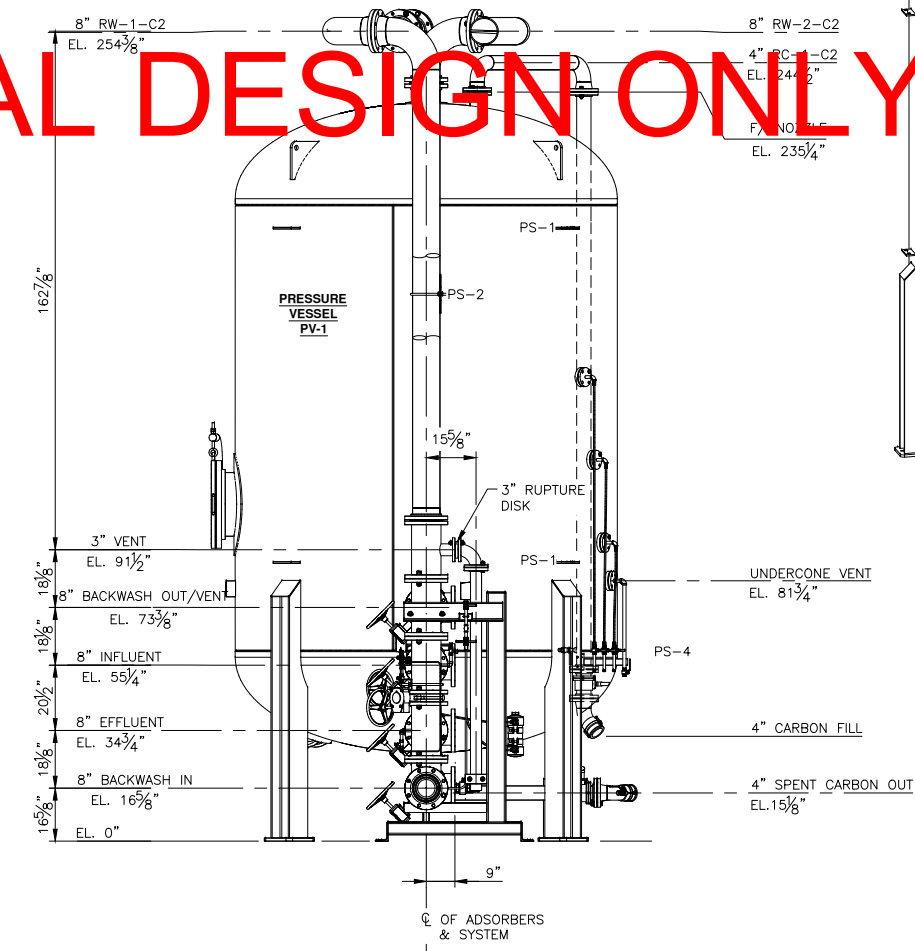
PLAN



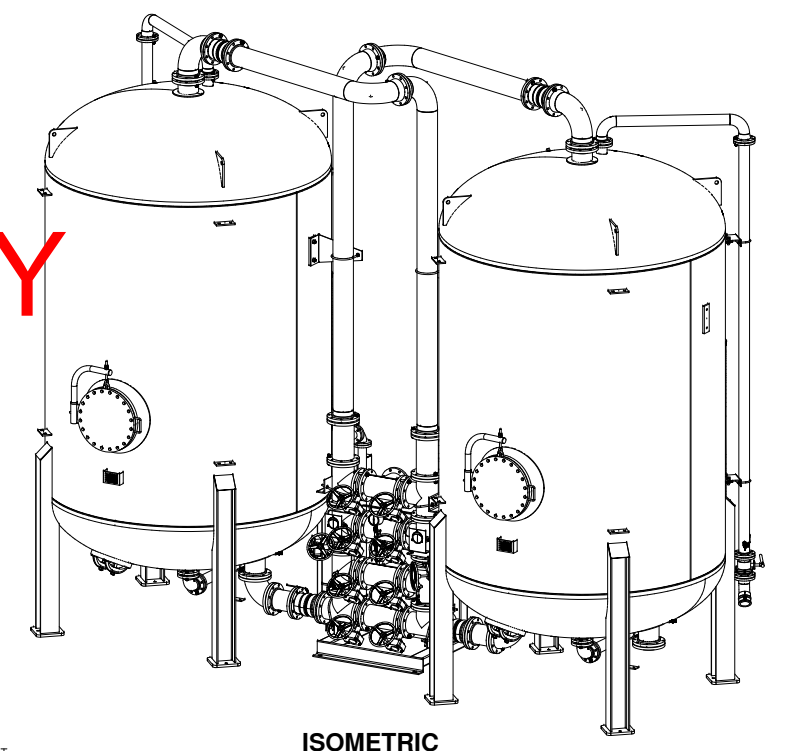
LOWER PLAN



ELEVATION



VIEW A-A



ISOMETRIC

SYSTEM DATA			
DESIGN CONDITIONS	125 PSIG @ 140' F		
DESIGN CODE	ASME SECTION VIII DIVISION I		
APPROXIMATE WEIGHTS (LB.)			
VESSEL (EMPTY)	16,500		
CARBON (PER VESSEL)	20,000		
VESSEL (OPERATING)	102,000		
SYSTEM (EMPTY)	40,000		
SYSTEM (OPERATING)	214,000		
PAINT INFORMATION			
ITEM	MFG.	COLOR	SAMPLE
VESSEL	HEMPEL	GRAY	
PIPING	HEMPEL	GRAY	
SUPPORTS	HEMPEL	GRAY	

PIPE SUPPORT SCHEDULE			
#	DRAWING NO.	DESCRIPTION	QTY.
PS-1	90110065	4" CARBON FILL	4
PS-2	90130154	8" INFLUENT	2
PS-3	90130158	4" CARBON DISCHARGE	2
PS-4	90170540	SAMPLE AND VENT	2

CONCEPTUAL DESIGN ONLY

2			
1			
0	ISSUED FOR FABRICATION	RES	11/23/2022
REV	DESCRIPTION	APP	DATE
REVISIONS			
TOLERANCES (unless otherwise specified)			
ANGULAR	±0'30"	DECIMAL (2 PLACES)	±.010
FRACTIONAL	±1/16"	DECIMAL (3 PLACES)	±.005
DECIMAL (1 PLACE)	±.015	DECIMAL (4 PLACES)	±.0005



THIS DRAWING AND DESIGN IS THE PROPERTY OF CALGON CARBON CORPORATION AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART NOR EMPLOYED FOR ANY PURPOSE OTHER THAN SPECIFICALLY PERMITTED IN WRITING BY CALGON CARBON CORPORATION. THIS DRAWING LOANED SUBJECT TO RETURN ON DEMAND.

	NAME	DATE
DRAFTER	J. PARRISH	11/14/2022
DESIGNER		
CHECKER	RES	11/22/2022
APPROVAL		
PROJECT No.	STANDARD	

CLIENT	STANDARD
TITLE	DRINKING WATER TREATMENT SYSTEM AQUAKNIGHT GC 10, 8" PIPING GENERAL ARRANGEMENT
DWG. Size	D SHEET No. 1 OF 1 SCALE NONE
DWG. No.	90220739 REV. 0

FILTRASORB® 400

Granular Activated Carbon



FILTRASORB 400 activated carbon can be used in a variety of liquid phase applications for the removal of dissolved organic compounds. FILTRASORB 400 has been successfully applied for over 40 years in applications such as drinking and process water purification, wastewater treatment, and food, pharmaceutical, and industrial purification.

APPLICATIONS

- Municipal Drinking Water
- Industrial Wastewater
- Pond/Aquarium
- Pharmaceuticals
- Environmental Water Processing
- Water Reuse
- Surface Water
- Groundwater
- Food & Beverage
- Bottling & Brewing

DESCRIPTION

FILTRASORB 400 is a granular activated carbon (GAC) for the removal of dissolved organic compounds from water and wastewater as well as industrial and food processing streams. These contaminants include taste and odor compounds, organic color, total organic carbon (TOC), and industrial organic compounds such as TCE, PCE, and PFAS.

FILTRASORB 400 is made from select grades of bituminous coal through a process known as reagglomeration to produce a high activity, durable, granular product capable of withstanding the abrasion associated with repeated backwashing, hydraulic transport, and reactivation for reuse. The raw coal is mined and subsequently manufactured into GAC in the United States to ensure the highest quality and consistency in the finished product. Activation is carefully controlled to produce a significant volume of both low and high energy pores for effective adsorption of a broad range of high and low molecular weight organic contaminants.

FILTRASORB 400 is formulated to comply with all the applicable provisions of the AWWA Standard for Granular Activated Carbon (B604) and Food Chemicals Codex. FILTRASORB 400 is also certified to the requirements of NSF/ANSI 61 for use in municipal water treatment facilities. Only products bearing the NSF Mark are certified to the NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packaging or documentation shipped with the product.

SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

Specifications

Iodine Number, mg/g	1,000 (min)
Moisture by Weight	2% (max)
Effective Size	0.55–0.75 mm
Uniformity Coefficient	1.9 (max)
Abrasion Number	75 (min)
Screen Size by Weight, US Sieve Series	
On 12 mesh	5% (max)
Through 40 mesh	4% (max)

Typical Properties

Apparent Density	0.57 g/cc
Water Extractables	<1%
Non-Wettables	<1%

FEATURES & BENEFITS

- Produced in the United States from a pulverized blend of high quality, domestically mined bituminous coals resulting in a consistent, high quality product.
- Carbon granules are uniformly activated through the whole granule, not just the outside, resulting in excellent adsorption properties and consistent adsorption kinetics.
- The reagglomerated structure ensures proper wetting and minimal floating material.
- High mechanical strength relative to other raw materials, thereby reducing the generation of fines during backwashing and hydraulic transport.
- Carbon bed segregation is retained after repeated backwashing, ensuring the adsorption profile remains unchanged and therefore maximizing the bed life.
- Reagglomerated with a high abrasion resistance, which provides excellent reactivation performance.
- High density carbon resulting in a greater adsorption capacity per unit volume.

pH stabilized product offerings available upon request.

BACKWASH AND CONDITIONING

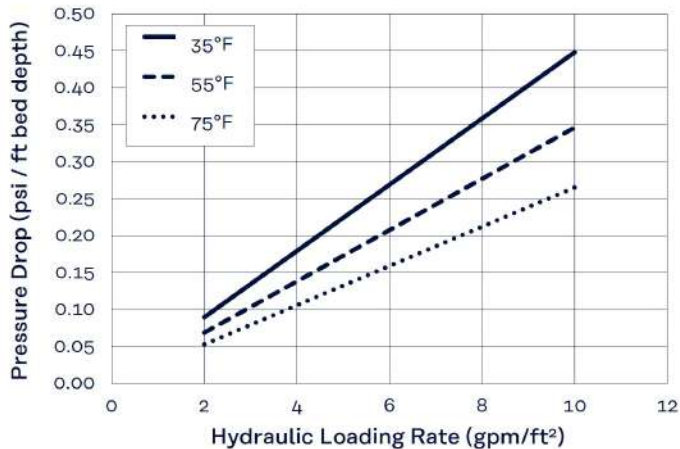
Prior to placing a recently filled granular activated carbon (GAC) vessel online, adequate media backwash and media conditioning are required. The following steps are intended to serve as guidelines to condition GAC media prior to placing the system in service. These steps may be able to be tailored to accommodate site specific constraints. For more information, please contact your Calgon Carbon sales or technical representative.

INITIAL BACKWASH

Following GAC media exchange, slowly fill the vessel with potable water in the up-flow direction until the vessel is full. Fill using flow rates that provide less than 5% bed expansion. Soak the new GAC media overnight (approx. 16 hours) to degas the media bed. Once the soaking period is complete, conduct a start-up backwash (up-flow operation) per the steps outlined below.

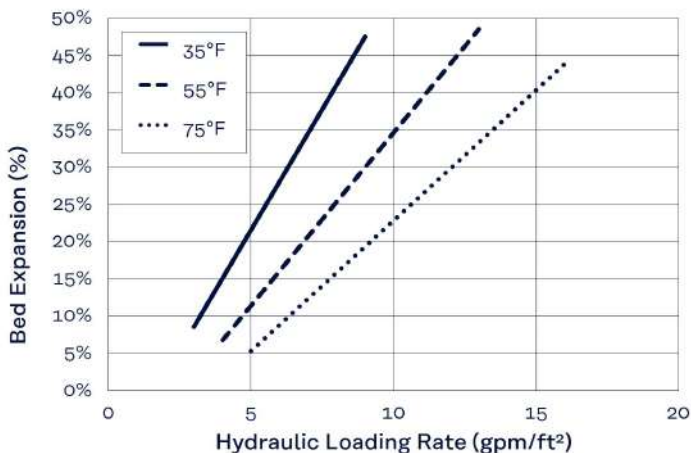
TYPICAL CLEAN-BED PRESSURE DROP

Based on a backwashed and segregated bed



TYPICAL BED EXPANSION DURING BACKWASH

Based on a backwashed and segregated bed



Startup Backwash

1. Flow @ 5% expansion for 2 minutes.
2. Flow @ 10% expansion for 2 minutes.
3. Flow @ 15% expansion for 2 minutes.
4. Flow @ 30% expansion for 30 minutes.
5. Flow @ 15% expansion for 2 minutes.
6. Flow @ 10% expansion for 2 minutes.
7. Flow @ 5% expansion for 2 minutes.

Refer to the bed expansion curve to determine the flowrates needed at each step. Please note, an identical backwash procedure is recommended when a media vessel is restarted after an extended shutdown or restarted after the bed has been drained.

DESIGN CONSIDERATIONS

FILTRASORB 400 activated carbon is applied in down-flow operation and can be used in both pressure vessels and gravity filters. Design considerations for a treatment system is based on the user's operating conditions, the treatment objectives desired, and the chemical nature of the compound(s) being adsorbed. Reach out to your Technical Sales Representative for more information and to address your specific needs.

SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

Engineered Systems Terms and Conditions

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement, delivery schedule or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) System: The system and/or equipment described in the Documentation
- (e) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (f) Products: The System, Goods and services, collectively, described in the Documentation
- (g) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties ("Tax") of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all Taxes related hereto, except for income taxes imposed on Seller. Notwithstanding the above, Seller shall not collect, and Buyer shall not pay, any such Taxes for which Buyer furnishes to Seller a properly completed exemption certificate or a direct payment permit certificate. Buyer shall be responsible for any Tax, interest and penalty, if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

(b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided. Buyer is solely responsible for determining and providing any applicable tax exemption documentation prior to purchase. All sales are considered final with respect to sales tax collected. The Seller will not issue refunds for sales tax paid in error, including but not limited to situations where the Buyer later determines it was tax-exempt or eligible for a refund. Unless limited by statute, it is the Buyer's responsibility to seek any applicable refund directly from the appropriate taxing authority. If there is an overpayment of sales taxes caused by the Buyer and the Buyer requests a refund or asks the Seller to file a sales tax refund request or amended a previously filed sales tax return, the Buyer will compensate the Seller at the currently applicable hourly rate of the Seller's outsourced tax provider or internal tax provider to prepare those sales tax refund claims.

(c) Billing terms are (i) twenty percent (20%) when Seller submits design drawings to Buyer for review and approval, (ii) seventy percent (70%) when the System is ready for shipment, and (iii) ten percent (10%) when the System is delivered and installed (if applicable).

(d) In the event that Goods are delivered with or installed in the System, such Goods shall be billed for at the time of delivery.

(e) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Buyer acknowledges that the price for raw materials may increase unexpectedly. Therefore, unless otherwise specified in the Documentation, in the event that fabrication of the System is delayed for a period beyond three (3) months from the date of the Documentation, Buyer agrees to pay all surcharges and price increases as they are incurred by Seller. Pricing escalations for raw materials will be based upon the percent change in the Producer Price Index for such raw materials from the date of the Documentation to the date fabrication has begun. In addition, all prices are subject to adjustment on account of changes in specifications, quantities, shipment arrangements and other terms or conditions which are not part of Seller's original price quotation set forth in the Documentation.

(c) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(d) below will apply.

(d) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

Buyer and Seller agree to the delivery schedule as mutually agreed to in writing, which is incorporated herein by reference. Changes to the delivery schedule will only be permitted upon mutual agreement between Buyer and Seller; provided that no changes will be permitted after commencement of fabrication. Notwithstanding any provision to the contrary, delivery requirements not reflected in the delivery schedule shall not be subject to liquidated damages. Buyer shall accept delivery of equipment according to the delivery schedule. If for any reason Buyer cannot accept delivery in accordance with the delivery schedule, Buyer shall pay Seller for storage fees incurred by Seller at a rate of fifty dollars (\$50) per day for up to 45 days. If for any reason Buyer cannot accept delivery of equipment within 45 days of the date reflected in the delivery schedule, Seller will arrange, at Buyer's expense, to transport the equipment to the location of Buyer's choice (the "Storage Location"). All transportation and additional storage costs related to delayed delivery acceptance shall be paid by Buyer. Risk of loss shall transfer from Seller to Buyer upon delivery of the equipment to the Storage Location if it hasn't already pursuant to section 6 below. For the avoidance of doubt, the parties agree that all liability for such equipment shall transfer to Buyer on or

before delivery to the Storage Location and any damage incurred thereafter, including without limitation damage incurred as a result of storage or further transportation, shall be for the account of Buyer.

6) TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Products in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment; provided, however, that title to any software incorporated within or forming a part of the System shall at all times remain with Seller or the licensor(s) thereof, as the case may be. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Products, and all accessions to or products of the Products, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) SERVICES:

(a) All orders which include services (including installation supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slugging, exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) CHANGES: Any changes requested by Buyer after signing the Documentation will be separately designed and priced by Seller. No change will be made without receipt of a written change order accepted in writing by Seller.

11) CANCELLATION; TERMINATION:

(a) In the event that Buyer cancels its order prior to approving the design drawings submitted by Seller, Buyer shall pay to Seller as liquidated damages ten percent (10%) of the total purchase price of the Products, in addition to any progress payments invoiced. Following the acceptance of the design drawings by Buyer, Buyer shall not be permitted to cancel its order without Seller's written consent, and then only upon payment of Seller's cancellation charges which shall be equal to Seller's direct costs of goods sold, plus direct labor costs and fixed charges relating to the design and manufacturing of the Products, plus ten percent (10%) of the total purchase price as liquidated damages.

(b) Seller may cancel this Agreement if any of the following occurs: (i) Buyer becomes insolvent; (ii) Buyer ceases to conduct its operations in the normal course of business; (iii) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (iv) Buyer files a voluntary petition in bankruptcy; (v) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (vi) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (vii) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (viii) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 11, 12, 13, 15, 16, 17, 19, 20 and 21 shall survive termination or expiration of this Agreement.

12) LIMITED WARRANTIES:

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that the (i) System shall be free from defects in material and workmanship, and shall be manufactured in accordance with the specifications agreed to in writing by the parties in the Documentation or any subsequent written change order, for a period of twelve (12) months from startup or eighteen (18) months from the date of shipment, whichever is earlier, (ii) any Goods delivered hereunder shall, at the time of delivery, conform to the specifications agreed to in writing by the parties in the Documentation or any subsequent written change order, and (iii) any services provided for hereunder shall be performed in a workman-like manner, and in accordance with industry standards. Corrosion or other chemical action is specifically excluded as a defect covered hereunder.

(b) Seller agrees during the respective warranty periods specified above, to repair or replace, at Seller's option, defective Products so as to cause the same to comply materially with the agreed to specifications, and to provide corrective services so as to cause such services to be performed in accordance with the terms hereof; provided that Buyer shall promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization, which may include biohazard decontamination procedures and other product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the delivery provisions of these Terms and Conditions, freight charged to Seller. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(c) In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v)

external causes such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products, or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

(d) Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

(e) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR SYSTEMS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE PRODUCTS. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(f) This warranty does not cover any charges for replacement of parts, adjustments or repairs, or any other work unless such charges shall be assumed or authorized in advance in writing by the Seller.

(g) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

13) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 16 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, adjustment or attempts to operate the System outside of the design limits shall relieve Seller of any further responsibilities hereunder.

14) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

15) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

16) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance

that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

17) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the System and the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Products and will keep the Products free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

18) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

19) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

20) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

21) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



ISSUE NUMBER: WCD No. 1
 CONTRACT NUMBER: W14-006-BND
 CONTRACT NAME: GWA GAC SYSTEM RELOCATION - Dust Barrier
 LOCATION: Guam

Date 12/24/2025
 Rev 1

Detailed Summary Sheet

				Basic	
I. DIRECT COST SUMMARY		<u>Reference:</u>		TOTAL ADD	TOTAL DEDUCT
1. LABOR					
DBA Insurance as necessary				\$	
Added Scope Cost				500.00	
Deleted Scope Cost					
Proposal Prep & Negotiations					
SUBTOTAL LABOR				\$	-
2. MATERIALS					
Added Scope Cost				\$	-
Deleted Scope Cost					
SUBTOTAL MATERIAL				\$	-
3. EQUIPMENT					
Added Scope Cost				\$	
Deleted Scope Cost				1,500.00	
SUBTOTAL EQUIPMENT				\$	-
4. SUBCONTRACTOR					
Labor / Materials and Equipment Supports				\$	
				\$4,430.56	
SUBTOTAL SUBCONTRACTOR				\$	-
				\$4,430.56	
SUBTOTAL DIRECT				\$	-
				\$4,430.56	
II. JOBSITE INDIRECT COST SUMMARY					
<u>Job Site Time Related Costs</u>		<u># Days</u>	<u>Daily Rate</u>		
EOH		1		\$	-
All Risk and GL Insurance (Time)		1		\$	-
SUBTOTAL INDIRECT				\$	-
				\$	-
TOTAL DIRECT and INDIRECT				\$	-
				\$4,430.56	
III. MARKUPS ON DIRECTS & INDIRECTS					
A. RISK CONTINGENCY					
		0.00%		\$	-
SUBTOTAL				\$	-
				\$4,430.56	
D. HOME OFFICE G&A					
		0.00%		\$	-
SUBTOTAL				\$	-
				\$4,430.56	
E. PROFIT and OVERHEAD					
		15.00%	typical 5%	\$	-
SUBTOTAL				\$	-
				\$5,095.14	
F. INSURANCE [All Risk and GL Insurance (value)]					
		1.00%		\$	-
SUBTOTAL				\$	-
				\$5,146.09	
G. PAYMENT & PERFORMANCE BOND					
		1.00%		\$	-
SUBTOTAL				\$	-
				\$5,197.55	
H. GRT Tax					
		4.50%		\$	-
SUBTOTAL				\$	-
				\$233.90	
TOTAL				\$	-
				\$5,431.45	

WORK CHANGE DIRECTIVE NO.: 5

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and
Associates
Contractor: A&R Pacific – Garney
Federal JV

Owner's Project No.: 12309
Engineer's Project No.: GG19-02G
Contractor's Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and
M-4 GAC System for Dieltrin
Treatment

Contract Name: N/A

Date Issued: January 16, 2026

Effective Date of Work Change Directive:
January 16, 2026

Contractor is directed to proceed promptly with the following change(s):

Description: This Work Change Directive is for the redesign of Deep Well Y-15. Refer to the attached drawings and Bid Table for additional information. Contractor has a responsibility to submit updated Schedule of Values with the additional changes and breakdowns.

Attachments: Drawing: MP-1.2, C-0.1, C-1.2, C-2.2, C-3.1, C-3.2, S-1.1

Bid Table item(s):

1. New GAC concrete pad.
2. Provide and install new supply return and GAC vessel piping.
3. Provide and install new well discharge piping and GAC connection tees.
4. Remove well discharge piping and chlorine connections points.
5. Relocate and install new chlorine piping.
6. Install new GAC vessel.
7. Install new GAC media.
8. Backwash each new vessel individually and prior to interim connection to well head. Dispose of Backwash water properly to nearby sewer manhole.
9. Provide Design and Installation of Current Balancer Unit (CBU)
10. Removal and disposal of used GAC media.
11. Removal of piping on interim GAC System.
12. Relocate GAC Vessels from Deep Well Y-15 to Deep Well D-17.
13. Install new perimeter fencing and gate.

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] **[not yet estimated]**.

Contract Time: TBD [increase] [decrease] **[not yet estimated]**.

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Provide cost breakdown for major works within two (2) weeks of this WCD. If agreement on Lump Sum is not reached then work shall be executed as Cost of Work (General Conditions Sect. 11.04.B3)

Recommended by Engineer

By: Kenneth M. Bekdahl, P.E.-DCA

Title: Resident Project Representative

Date:

1/21/2026

Authorized by Owner

By: Van Verango

Title: GWA- Junior Engineer

Date:

January 21, 2026

Attachment 1 – Unit Price Bid Form

Granular Activated Carbon (GAC) Filter Relocation Project

GWA Project No. 12309

Base Bid - Description of Work:

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

Design and build all necessary appurtenances to furnish and install a Current Balancer Unit (CBU) at Deep Well Y-15, including a concrete pad for equipment mounting and all electrical conduits and wiring for proper installation.

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

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
0.0 - General Conditions					
0.1	Mobilization/Demobilization, Permitting and Contractor's Administration	LS	\$ <u>78,883.00</u>	1	\$ <u>78,883.00</u>
0.2	Insurance and Bonds	LS	\$ <u>37,702.00</u>	1	\$ <u>37,702.00</u>
1.0 – Well A8					
1.1	Remove and reinstall fenceline	LS	\$ _____	1	\$ _____
1.2	Remove and dispose of existing GAC system piping	LS	\$ _____	1	\$ _____
1.3	Remove and properly dispose of spec GAC Media	LS	\$ _____	1	\$ _____
1.4	Pressure wash vessel interior and perform API inspection	LS	\$ _____	1	\$ _____
1.5	Relocate GAC Vessels and steel support structure to Well D-17 M04	LS	\$ _____	1	\$ _____
1.6	Pressure wash and recoat vessel exterior and support structure	LS	\$ _____	1	\$ _____
2.0 – Well F8					
2.1	Remove and reinstall fenceline	LS	\$ _____	1	\$ _____

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
2.2	Remove and dispose of existing GAC system piping	LS	\$ _____	1	\$ _____
2.3	Remove and properly dispose of spec GAC Media	LS	\$ _____	1	\$ _____
2.4	Pressure wash vessel interior and perform API inspection	LS	\$ _____	1	\$ _____
2.5	Relocate GAC Vessels and steel support structure to Well M-04 Y-15	LS	\$ _____		\$ _____
2.6	Pressure wash and recoat vessel exterior and support structure	LS	\$ _____	1	\$ _____
3.0 - Well D17					
3.1	New GAC concrete pad (Part of Redesign)	LS	\$ _____	1	\$ _____
3.2	Install relocated GAC Vessel from Y-15	LS	\$ _____	1	\$ _____
3.3	Install new GAC Media support tray	LS	\$ _____	1	\$ _____
3.4	Install new GAC Media	LS	\$ _____	1	\$ _____
3.5	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ _____	1	\$ _____
3.6	Remove well discharge piping and chlorine connection points	LS	\$ _____	1	\$ _____
3.7	Provide and install new well discharge piping and GAC connection tees. (Part of Redesign)	LS	\$ _____	1	\$ _____
3.8	Relocate and install new chlorine piping	LS	\$ _____	1	\$ _____
3.9	Backwash GAC system	LS	\$ _____	1	\$ _____
3.10	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
4.0 – Well M4					
4.1	Remove existing fence line	LS	\$ _____	1	\$ _____
4.2	Demolish discharge piping slab (Part of Redesign)	LS	\$ _____	1	\$ _____
4.3	Install new GAC concrete pad (Part of Redesign)	LS	\$ _____	1	\$ _____

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
4.4	Install relocated GAC Vessel from A-8	LS	\$ _____	1	\$ _____
4.5	Install new GAC Media support tray	LS	\$ _____	1	\$ _____
4.6	Install new GAC Media	LS	\$ _____	1	\$ _____
4.7	Install new fence line (Part of Redesign)	LS	\$ _____	1	\$ _____
4.8	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ _____	1	\$ _____
4.9	Remove well discharge piping and chlorine connection points	LS	\$ _____	1	\$ _____
4.10	Provide and install new well discharge piping and GAC connection Tees (Part of Redesign)	LS	\$ _____	1	\$ _____
4.11	Relocate and install new chlorine piping	LS	\$ _____	1	\$ _____
4.12	Backfill existing slab sub-base (Part of Redesign)	LS	\$ _____	1	\$ _____
4.13	Restore well pad slab (Part of Redesign)	LS	\$ _____	1	\$ _____
4.14	Backwash GAC system	LS	\$ _____	1	\$ _____
4.15	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
5.0 – Well Y15					
5.1	New GAC concrete pad (Part of Redesign)	LS	\$ <u>69,093.00</u>	1	\$ <u>69,093.00</u>
5.2	Install new GAC Vessel (Part of Redesign)	LS	\$ <u>198,642.00</u>	1	\$ <u>198,642.00</u>
5.3	Install new GAC Media (Part of Redesign)	LS	\$ <u>229,796.00</u>	1	\$ <u>229,796.00</u>
5.4	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ <u>304,132.00</u>	1	\$ <u>304,132.00</u>
5.5	Remove well discharge piping and chlorine connection points (Part of Redesign)	LS	\$ <u>16,348.00</u>	1	\$ <u>16,348.00</u>

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Redesign)				
5.6	Provide and install new well discharge piping and GAC connection Tees (Part of Redesign)	LS	\$ <u>30,845.00</u>	1	\$ <u>30,845.00</u>
5.7	Relocate and install new chlorine piping (Part of Redesign)	LS	\$ <u>30,228.00</u>	1	\$ <u>30,228.00</u>
5.8	Backwash GAC system. Backwash each new vessel individually and prior to interim connection to well head. Dispose of Backwash water properly to nearby sewer manhole. (Part of Redesign)	LS	\$ <u>108,729.00</u>	1	\$ <u>108,729.00</u>
5.9	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
6.0	Provide for the complete design and installation of a Current Balancer Unit (CPU). Works to include complete furnishment, installation and testing of unit. Design shall include a draft and final submittal for Government review and be prepared by a locally licensed professional engineer.	LS	\$ <u>167,335.00</u>	1	\$ <u>167,335.00</u>
7.0	Removal and disposal of used GAC media	LS	\$ <u>116,088.00</u>	1	\$ <u>116,088.00</u>
8.0	Remove of piping on the interim GAC system	LS	\$ <u>19,741.00</u>	1	\$ <u>19,741.00</u>
9.0	Relocation of GAC vessels from Y-15 to D17	LS	\$ _____	1	\$ _____
10.0	Install new perimeter fencing and gate	LS	\$ <u>100,524.00</u>	1	\$ <u>100,524.00</u>
TOTAL BASE BID (TOTAL of Items 0 through 5, inclusive)					\$ <u>1,508,086.00</u>
(Please write out total bid amount in words below)					
One Million Five Hundred Eight Thousand Eighty Six Dollars and 0/100					

WORK CHANGE DIRECTIVE NO.: 6

Owner: Guam Waterworks Authority
Engineer: Duenas Camacho and Associates
Contractor: A&R Pacific – Garney Federal JV

Owner's Project No.: 12309
Engineer's Project No.: GG19-02G
Contractor's Project No.: IFB-04-ENG-2024

Project: Deep Wells D-17, Y-15 and M-4 GAC System for Dioldrin Treatment

Contract Name: N/A

Date Issued: January 20, 2026

Effective Date of Work Change Directive:
January 20, 2026

Contractor is directed to proceed promptly with the following change(s):

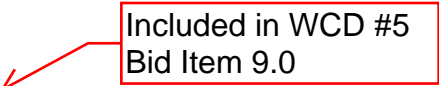

Description:

Perform all work necessary to remove, relocate, install, and commission the GAC vessels being transferred from Deep Well Y-15 (Interim GAC Filtration System) to Deep Well D-17, as shown in the attached drawings. The attached Bid Table is provided for reference only. The Contractor is responsible for preparing and submitting an updated Schedule of Values that reflects the additional changes and includes all required cost breakdowns.

Attachments:

Drawing: MP-1.1, C-0.1, C-1.1, C-1.2, C-2.1, C-2.2, C-3.1, S-2.1

Bid Table Item(s):

1. New GAC Concrete Pad at D-17.
2. Relocate GAC Vessels from Deep Well Y-15 to Deep Well D-17. 
3. Install Relocated GAC Vessel from Deep Well Y-15. 
4. Provide and install new supply return and GAC vessel piping at D-17.
5. Provide and install new discharge piping and GAC connections tees at D-17.

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and/or Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other

reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: Contractor cost proposal to follow [increase] [decrease] [not yet estimated].

Contract Time: TBD [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Provide cost breakdown for major works within two (2) weeks of this WCD. If agreement on Lump Sum is not reached then work shall be executed as Cost of Work (General Conditions Sect. 11.04.B3)

Recommended by Engineer

Authorized by Owner

By: Kenneth M. Rekdahl, P.E.-DCA

By: Van Verango

Title: Resident Project Representative

Title: GWA- Junior Engineer

Date:

1/21/2026

Date:

January 21, 2026

Attachment 1 – Unit Price Bid Form

Granular Activated Carbon (GAC) Filter Relocation Project

GWA Project No. 12309

Base Bid - Description of Work:

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

Design and build all necessary appurtenances to furnish and install a Current Balancer Unit (CBU) at Deep Well Y-15, including a concrete pad for equipment mounting and all electrical conduits and wiring for proper installation.

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

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
0.0 - General Conditions					
0.1	Mobilization/Demobilization, Permitting and Contractor's Administration	LS	\$ <u>54,655.00</u>	1	\$ <u>54,655.00</u>
0.2	Insurance and Bonds	LS	\$ <u>6,822.00</u>	1	\$ <u>6,822.00</u>
1.0 – Well A8					
1.1	Remove and reinstall fenceline	LS	\$ _____	1	\$ _____
1.2	Remove and dispose of existing GAC system piping	LS	\$ _____	1	\$ _____
1.3	Remove and properly dispose of spec GAC Media	LS	\$ _____	1	\$ _____
1.4	Pressure wash vessel interior and perform API inspection	LS	\$ _____	1	\$ _____
1.5	Relocate GAC Vessels and steel support structure to Well D-17 M04	LS	\$ _____	1	\$ _____
1.6	Pressure wash and recoat vessel exterior and support structure	LS	\$ _____	1	\$ _____
2.0 – Well F8					
2.1	Remove and reinstall fenceline	LS	\$ _____	1	\$ _____

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
2.2	Remove and dispose of existing GAC system piping	LS	\$ _____	1	\$ _____
2.3	Remove and properly dispose of spec GAC Media	LS	\$ _____	1	\$ _____
2.4	Pressure wash vessel interior and perform API inspection	LS	\$ _____	1	\$ _____
2.5	Relocate GAC Vessels and steel support structure to Well M-04 Y-15	LS	\$ _____		\$ _____
2.6	Pressure wash and recoat vessel exterior and support structure	LS	\$ _____	1	\$ _____
3.0 - Well D17					
3.1	New GAC concrete pad (Part of Redesign)	LS	\$ <u>29,238.00</u>	1	\$ <u>29,238.00</u>
3.2	Install relocated GAC Vessel from Y-15	LS	\$ _____	1	\$ _____
3.3	Install new GAC Media support tray	LS	\$ _____	1	\$ _____
3.4	Install new GAC Media	LS	\$ _____	1	\$ _____
3.5	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ <u>39,837.00</u>	1	\$ <u>39,837.00</u>
3.6	Remove well discharge piping and chlorine connection points	LS	\$ _____	1	\$ _____
3.7	Provide and install new well discharge piping and GAC connection tees. (Part of Redesign)	LS	\$ <u>20,404.00</u>	1	\$ <u>20,404.00</u>
3.8	Relocate and install new chlorine piping	LS	\$ _____	1	\$ _____
3.9	Backwash GAC system	LS	\$ _____	1	\$ _____
3.10	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
4.0 – Well M4					
4.1	Remove existing fence line	LS	\$ _____	1	\$ _____
4.2	Demolish discharge piping slab (Part of Redesign)	LS	\$ _____	1	\$ _____
4.3	Install new GAC concrete pad (Part of Redesign)	LS	\$ _____	1	\$ _____

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
4.4	Install relocated GAC Vessel from A-8	LS	\$ _____	1	\$ _____
4.5	Install new GAC Media support tray	LS	\$ _____	1	\$ _____
4.6	Install new GAC Media	LS	\$ _____	1	\$ _____
4.7	Install new fence line (Part of Redesign)	LS	\$ _____	1	\$ _____
4.8	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ _____	1	\$ _____
4.9	Remove well discharge piping and chlorine connection points	LS	\$ _____	1	\$ _____
4.10	Provide and install new well discharge piping and GAC connection Tees (Part of Redesign)	LS	\$ _____	1	\$ _____
4.11	Relocate and install new chlorine piping	LS	\$ _____	1	\$ _____
4.12	Backfill existing slab sub-base (Part of Redesign)	LS	\$ _____	1	\$ _____
4.13	Restore well pad slab (Part of Redesign)	LS	\$ _____	1	\$ _____
4.14	Backwash GAC system	LS	\$ _____	1	\$ _____
4.15	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
5.0 – Well Y15					
5.1	New GAC concrete pad (Part of Redesign)	LS	\$ _____	1	\$ _____
5.2	Install new GAC Vessel (Part of Redesign)	LS	\$ _____	1	\$ _____
5.3	Install new GAC Media (Part of Redesign)	LS	\$ _____	1	\$ _____
5.4	Provide and install new supply return and GAC vessel piping (Part of Redesign)	LS	\$ _____	1	\$ _____
5.5	Remove well discharge piping and chlorine connection points (Part of Redesign)	LS	\$ _____	1	\$ _____

Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Redesign)				
5.6	Provide and install new well discharge piping and GAC connection Tees (Part of Redesign)	LS	\$ _____	1	\$ _____
5.7	Relocate and install new chlorine piping (Part of Redesign)	LS	\$ _____	1	\$ _____
5.8	Backwash GAC system. Backwash each new vessel individually and prior to interim connection to well head. Dispose of Backwash water properly to nearby sewer manhole. (Part of Redesign)	LS	\$ _____	1	\$ _____
5.9	Conduct pressure, disinfection and bacteriological testing	LS	\$ _____	1	\$ _____
6.0	Provide for the complete design and installation of a Current Balancer Unit (CPU). Works to include complete furnishment, installation and testing of unit. Design shall include a draft and final submittal for Government review and be prepared by a locally licensed professional engineer.	LS	\$ _____	1	\$ _____
7.0	Removal and disposal of used GAC media	LS	\$ _____	1	\$ _____
8.0	Remove of piping on the interim GAC system	LS	\$ _____	1	\$ _____
9.0	Relocation of GAC vessels from Y-15 to D17	LS	\$ <u>121,940.00</u>	1	\$ <u>121,940.00</u>
10.0	Install new perimeter fencing and gate	LS	\$ _____	1	\$ _____
TOTAL BASE BID (TOTAL of Items 0 through 5, inclusive)					\$ <u>272,895.00</u>
(Please write out total bid amount in words below)					
Two Hundred Seventy-Two Thousand Eight Hundred Ninety-Five Dollars and 0/100					