



## GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building • 688 Route 15, Mangilao, Guam 96913 • Tel. (671) 300-6036

**Request for Proposal:** RFP 09-ENG-2017  
Construction Management Services for Route 4 Relief Sewerline  
Rehabilitation and Replacement  
GWA Project No. S15-006-EPA

**Addendum No.:** 01

**Date:** July 7, 2017

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All Qualified Proposers:

This addendum is issued to modify the previously issued RFP documents and/or given for informational purposes, and is hereby made a part of the RFP documents. Failure to acknowledge receipt of this addendum shall be grounds for the proposer's disqualification and rejection of the proposer's proposal.

### I. REQUEST FOR PROPOSALS

Replace RFP pages 1-11 with the attached documents which includes Sections I and II.

  
MIGUEL C. BORDALLO, P.E.  
General Manager

MCB;gb 



**Request for Proposals (RFP)**

**CONSTRUCTION MANAGEMENT SERVICES FOR:**

**ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT  
GWA Project No. S15-006-EPA**

**ISSUED BY:** The Guam Waterworks Authority  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, GU 96913

**PROPOSAL NO:** RFP-09-ENG-2017

**ISSUE DATE:** July 7, 2017

**DEADLINE:** July 26, 2017

**NAME AND LOCATION OF PROJECT(S):**

Route 4 Relief Sewerline Rehabilitation and Replacement  
Hagatna, along Route 4 and Route 1

**GWA DIVISION:** Engineering

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## I. INSTRUCTIONS TO PROPOSERS

### A. PURPOSE

The Guam Waterworks Authority (“GWA”) is seeking an experienced and qualified engineering firm to provide **Construction Management Services for Route 4 Relief Sewerline Rehabilitation and Replacement** project; GWA Project No. S15-006-EPA as specified in the RFP.

### B. TABLE OF CONTENTS

This Solicitation Notice consists of the following:

1. Cover Sheet
2. Solicitation Notice including Scope of Work
3. RFP Proposal
4. Proposed Contract Terms
5. Major Shareholders Disclosure Affidavit
6. Non-Collusion Affidavit
7. Certification of Non-Employment of Convicted Sexual Offenders
8. Wage and Benefit Determination
9. Template Certification of Work Completed.
10. Appendices (may or may not be used)

### C. SUBMISSION OF RESPONSES

Sealed responses shall be submitted in original and five (5) copies. Failure to submit the required forms in the number required may be cause for rejection of offers due to non-responsiveness. A narrative Statement of Qualifications, which consists of responses to Sections E, F, G and H below, shall not exceed 26 pages total (exclusive of resumes and exhibits). See Response Format and Content provision for instructions and minimum requirements. The outer envelope shall be marked in bold letters, “**RFP-09-ENG-2017 CONSTRUCTION MANAGEMENT SERVICES FOR ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT; GWA Project No. S15-006-EPA.**”

**Responses must be received not later than July 26, 2017, 5:00 p.m., Chamorro Standard Time.** Responses received after the closing time for receipt will not be considered. Office hours for receipt of proposal are Monday through Friday (excluding Government of Guam Holidays), 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

**Responses may be hand delivered, delivered by mail or other courier service to:**

The Guam Waterworks Authority  
Engineering Division, Room 202  
Gloria B. Nelson Public Service Building  
688 Route 15, Mangilao, GU 96913

Ph: (671) 300-6036

Each firm submitting a proposal for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the proposal, to the effect that it has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal.

#### **D. RESPONSE FORMAT AND CONTENT**

Interested firms shall submit their responses in original and five (5) copies. The response must contain a statement of qualifications in a concise narrative which addresses the evaluation criteria set forth in this solicitation.

Unnecessarily long and costly submissions are discouraged. All responses should follow and address each of the evaluation criteria, and must be complete as to the requested information. Minimum font size is ten (10) point. Failure to follow the prescribed format or omission of required information will result in a lower score on evaluation and may result in disqualification. Supporting graphical information, i.e., photos, drawings, illustrations may be provided that back up the information given in the response, however such material will not be separately evaluated, but may be utilized as supporting documentation of knowledge and experience.

Firms may declare portions of their proposal as being confidential. Material so designated shall accompany the bid and shall be readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. However, prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of proposal or at a later date opening regardless of any designation to the contrary.

GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All Proposals shall be opened to public inspections subject to any continuing prohibition on the confidential data.

GWA shall have the right to reject all proposals or offers which have been submitted in response to this RFP, at any time, if GWA determines such to be in the best interest of GWA. **Proposals will not be considered if the Proposer or Proposer's sub-consultant(s) were involved in the preparation of the design for any of the projects for which this solicitation is being issued.**

#### **At a minimum, the following must be included in all responses:**

- Cover letter referencing RFP-09-ENG-2017 which lists the contents of the response.
- RFP Response as required herein.
- Proof of licensure to perform the required services on Guam.

- Non-Collusion Affidavit (attached).
- Major Share Holder Affidavit (attached).
- Wage and Benefit Determination (attached)
- Certification of Non-Employment of Convicted Sexual Offenders (attached)

#### **E. QUALIFICATIONS AND CAPACITY OF THE FIRM**

Firms shall submit a brief explanation of why your firm is especially well qualified for the particular services; how your firm's workload can accommodate the addition of a contract of this type; what your firm's project approach is; and how your firm will implement QA/QC measures. This statement shall not exceed ten (10) pages.

The RFP response should establish a clear understanding and agreement as to all specific project staff who shall work on the project and the nature and extent of their involvement. As part of this submittal, prospective firms must submit the following:

- Provide a Project Organizational Chart of designated personnel to be assigned to this project with identification of their project roles, description of their area of responsibilities and location of their office.
- Identify and describe the current and projected workload of each designated personnel, including a list of ongoing projects and his/her role on these ongoing projects.
- Identify sub-contractors and their role on the project
- Describe the Project approach and organizational capabilities to perform the required services on time and within budget.
- Describe the procurement, involvement and management of sub-firms.
- Describe the internal quality and cost-control measures or procedures.

#### **F. QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM**

Firms shall submit the qualifications and a brief Work History of the proposed Project/Construction Manager and core project staff including inspectors and specialty inspectors. The Work History and qualifications shall not exceed ten (10) pages. The Firm shall include a detailed, but brief description of the following:

- Identify the project principal, project manager, assistant project manager, key staff, sub-firms, and their qualifications and experience as it relates to this project.
- Extent of principal involvement.
- Team experience on similar projects.
- Time commitment of key team members during the project life cycle.
- Unique qualifications of key members.
- Qualifications and relevant individual experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this project.

## **G. FIRM EXPERIENCE ON SIMILAR PROJECTS**

The Firm is required to provide proof to GWA that it has delivered a quality work product on similar projects. GWA is especially interested in related experience on Guam, other U.S. Territories and the 50 states since knowledge of U.S. laws and regulations applicable to such work is important. GWA is interested in how the Firm will use local service providers for professional services. This statement shall not exceed three (3) pages.

The Firm shall:

1. Provide a list of projects similar in scope and size with emphasis on experience in construction management of wastewater utilities:
2. Provide evidence of the firm's ability to perform construction management scheduling.
3. Identify project name, project description, location, and at least 3 client references for the firm's experience listed above. Information submitted shall include:
  - a. contact name, address, email address and telephone number;
  - b. completion date, project budget, project role;
  - c. type of services provided highlighting work performed similar in scope; and
  - d. other pertinent information.

## **H. PERFORMANCE RECORD**

The Firm shall provide its past performance record on similar projects including quality of work and timeliness of delivery. This statement shall not exceed three (3) pages.

The Firm shall include:

- A list of the Firm's record of cost performance (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Firm's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- An example of the firm's minutes of a typical construction management weekly meeting.
- Their most current 12-month rolling average index for OSHA Recordable Cases or OSHA Lost Time Cases.
- A litigation and dispute history of projects to include a list of all projects the Firm was involved with or other disputes over pay or performance over the past 10 years. Describe when, where, why, judgment rendered and settlements paid by the Firm (if any). If judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.

## I. EVALUATION FACTORS SET FORTH IN THE REQUEST FOR PROPOSALS

The evaluation of the process for the Request for Proposal will be based on firm's performance using the following Evaluation Factors with their associated score. The total of 100 is broken down as follows:

EVALUATION FACTORS	SCORE
<b>Proposal Content:</b> Completeness of the proposal in responding to the items listed in the Response Format and Content section of this RFP	<b>10 Points</b>
<b>E. Qualifications and Capacity of Firm:</b> The firm's ability to successfully apply its skills and resources to perform and complete the work on time and within budget at a level of quality expected by GWA. This includes the availability of resources and evaluation of the Project Organizational Chart to complete the work. Proposed method for accomplishing the work, avoiding problems and delays, and resolving conflict. The firm's approach to completing this project on budget, on schedule, with high quality, and to meet GWA's needs. Approach shall include a project schedule.	<b>30 Points</b>
<b>F. Qualifications and Experience of Project Team:</b> Specialized experience and qualifications of designated project personnel to perform the required services.	<b>30 Points</b>
<b>G. Firm Experience on Similar Projects:</b> The firm specialized and extensive experience on projects similar in scope and type.	<b>20 Points</b>
<b>H. Performance Record:</b> A demonstrated track record of effective planning, scheduling and on-time delivery performance on those schedules. Successful performance on projects that is similar in nature and scope. A demonstrated track record of teamwork, cooperation, fair dealing, client service and relationships of mutual trust and confidence. The absence of a pattern of adversarial relationships, claims and litigation.	<b>10 Points</b>

By submitting a response to this solicitation, the Firm agrees, if selected to accept the terms and conditions included in the sample contract incorporated in this RFP.

## J. AMENDMENTS TO REQUEST FOR PROPOSAL

GWA reserves the right to amend this RFP at any time prior to the date set for opening proposals. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Amendments shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have received a RFP. GWA requires that all prospective proposers acknowledge receipt of all amendments issued. Amendments shall be distributed to allow prospective firms time to consider it in preparing its proposal. GWA may extend the due date if such amendment makes compliance with the original proposed due date impractical.





## **E. TAXES**

Proposers are cautioned that they may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Consultant and its subcontractors and assignees. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

## **F. LICENSING, COMPLIANCE WITH LAWS, SUBCONTRACTING AND ASSIGNMENT**

Proposers are cautioned that GWA will not consider for award any proposal offer submitted by a proposer who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation. A copy of a valid and current Certificate of Authorization ("COA") issued by the Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS) must accompany the RFP when it is submitted.

All Proposers agree by submitting this proposal that they will follow all applicable federal and local laws and regulations governing their submissions and performance under any contract issued under this RFP. Proposers further agree to pay all employees the rates specified by the U.S. Department of Labor and Guam law for the work covered hereunder.

All Proposers agree to secure GWA's written consent prior to hiring any sub-consultant. All sub-consultants will comply with all terms and conditions of this RFP as well as any Contract issued under this RFP. Proposers shall ensure that sub-consultants are bound to the exact terms and conditions applicable to the firm whose proposal is accepted by GWA. No firm shall assign any work or payment due under this RFP without GWA's written permission.

## **G. COVENANT AGAINST CONTINGENT FEES**

The Proposer warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by the proposer upon contracts or sales secure or made through bona-fide established commercial or selling agencies maintained by the proposer for the purpose of securing business.

## **H. JUSTIFICATION OF DELAY**

The Proposer who is awarded the proposal guarantees that performance will be completed within the agreed upon completion date. If, however, the selected Proposer cannot comply with the completion requirement, it is the selected Proposer's responsibility to advise GWA in writing explaining the cause and reasons

of the delay.

#### **I. DISCLOSURE OF MAJOR SHAREHOLDERS**

As a condition of Proposer, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitle to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the proposer and shall also contain the amounts of any such commission, gratuity or other compensation. A proposal from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or GPA officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public inspection and copying.

#### **J. EQUAL EMPLOYMENT OPPORTUNITY**

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, requires that the proposer not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The proposer will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

#### **K. ASSIGNMENT**

An assignment of any portion of a contract or obligation as a result of this RFP is not valid unless written approval is first obtained from GWA. No other requests for assignment will be accepted.

#### **L. DETERMINATION OF RESPONSIBILITY OF OFFERORS**

GWA reserve the right to secure information necessary to assess the competency and qualifications of the Proposer in accordance with methodologies set forth herein.

#### **M. STANDARD FOR DETERMINATION OF MOST QUALIFIED PROPOSER**

In determining the most qualified proposer, GWA shall be guided by the following:

1. The ability, capacity, and skill of the proposer to perform;
2. Whether the proposer can perform promptly or within the specified time;
3. The character, integrity, reputation, judgment experience, and efficiency of the proposer;
4. The quality of performance of the proposer with regard to awards previously made;

5. The previous and existing compliance by the proposer with laws and regulations relative to procurement;
6. The sufficiency of the financial resources and ability of the proposer to perform;
7. Whether the proposer can meet the terms and conditions of the RFP; and
8. The number and scope of conditions attached to the proposal.

#### **N. PRE-PROPOSAL CONFERENCES**

Pre-proposal conferences may be held at any time prior to the date established herein for submission of proposals to explain the procurement requirements for this RFP. GWA will notify all proposers of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

#### **O. PROPOSALS**

The Proposer is required to read each and every page of the proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the proposal. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by GWA in whole or in part.

#### **P. COMPETENCY OF PROPOSERS**

Proposals will be considered only from such Proposers who, in the opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein.

#### **Q. REQUEST FOR PROPOSAL FORMS**

Proposals may be downloaded on GWA's website at the web address below under the tab labeled "Bids." GWA's web address is: [guamwaterworks.org](http://guamwaterworks.org). In the event a hard copy is requested, GWA will charge a non-refundable fee of \$25.00 per copy of the RFP. All payments shall be made in advance of receiving the documents and payments may be made by cash, certified check or money order. Certified checks and money orders shall be made payable to the Guam Waterworks Authority.

#### **R. MODIFICATION / ALTERATION**

After the receipt and opening of proposals and at its option, GWA or its designee(s), may conduct discussions with proposers that have submitted valid proposals for the purpose of clarification to assure full understanding and responsiveness to the

solicitation requirement. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on the proposer's most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from proposals submitted by competing Proposers.

#### **S. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, as provided herein.

#### **T. SELECTION OF BEST-QUALIFIED OFFERORS**

Upon the conclusion of the evaluation and discussion procedures as provided in the "Modification/Alteration" section, GWA or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than two acceptable proposals (or such lesser number if less than two acceptable proposals were received) deemed to be the best qualified to provide the required services.

#### **U. EVALUATION CRITERIA FOR SELECTION**

Upon the receipt of all proposals, a selection team will be convened to select the most responsive and qualified Proposers. GWA may conduct discussions with any offeror to determine the offeror's qualifications and/or to explore the scope and nature of the required services, the offeror's proposed method of performance and the relative utility of alternative methods of approach to the project. Following the validation of qualifications, GWA shall select, in the order of their respective qualification ranking, no fewer than three acceptable offeror or such lesser number if less than three acceptable proposals were received with the intent of negotiating a contract with the most qualified offeror first.

#### **V. NEGOTIATION AND AWARD OF CONTRACT**

GWA shall negotiate a contract with the best-qualified Proposer for the required services at a compensation determined in writing to be fair and reasonable. GWA reserves the right to contract for the work hereunder in planned phases which is dependent upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the Proposer will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

1. Successful Negotiation Of Contract With Best-Qualified Proposer: If compensation, contract requirements, and contract documents can be agreed

upon with the best-qualified proposer, the contract will be awarded to that Proposer.

2. Failure To Negotiate Contract With Best-Qualified Proposer: If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and GWA will advise such proposer of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best- qualified proposer, GWA will enter into negotiations with the next most qualified proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next most qualified proposer.
3. Notice of Award: Written notice of award will be public information and made a part of the contract file.
4. Failure To Negotiate Contract With Proposers Initially Selected As Best Qualified: Should GWA be unable to negotiate a contract with any of the Proposers initially selected as the best qualified proposers, offers may be re-solicited or additional Proposers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

#### **W. GOVERNMENT REVIEW**

The Guam Waterworks Authority will work closely with the Consultant to expedite design reviews. After the design criteria have been approved by GWA, the Design Consultant will schedule and hold progress meetings as required.

#### **X. RELATIONS WITH OTHER GOVERNMENT AGENCIES**

All directions within the scope of this contract will be issued by the General Manager of the Guam Waterworks Authority and the consultant shall not accept such direction from others. Information provided by other agencies which seemingly conflicts with information provided by the General Manager will be discussed immediately. This policy is not intended to prevent the consultant from obtaining necessary design information from other agencies.

#### **Y. RESPONSIBILITY OF THE CONSULTANT**

- a. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, and other work of materials furnished by him under a contract. The consultant without additional cost to the GWA, correct and revise all errors or deficiencies in his work.
- b. Neither the GWA's review, approval, or acceptance of non-payment for any of the service required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising

out of his performance of this contract, and the engineer/architect shall be and remain liable to GWA for all costs of any kind which were incurred by GWA as a result of their negligent performance of any of the services furnished under this contract.

## **Z. GWA RESPONSIBILITIES**

The Guam Waterworks Authority responsibilities include:

- a.** To furnish the consultant with the available as-built drawings of existing facilities covered by this RFP that are available in GWA files.
- b.** Upon written request, provide assistance for the consultants and its agent's access to GWA owner properties. Please note that Consultants are responsible for securing approvals for entry onto private property.

### **III. SCOPE OF WORK**

RFP-09-ENG-2017  
Construction Management Services for the Route 4 Relief Sewerline  
Rehabilitation and Replacement  
GWA Project No. S15-006-EPA

The work performed under this scope shall consist of Construction Management and Inspection Services for the Route 4 Relief Sewerline Rehabilitation and Replacement Project. GWA plans to rehabilitate the relief sewer system in the Village of Hagatna, along Route 4 and Route 1, from McDonald's on Route 4, to the Agana Main Sewer Pump Station on Route 1. The goal of this rehabilitation is to repair and place into service the relief sewer lines, reduce inflow and infiltration (I/I) contribution to the sewer system, and to improve the aging sewage infrastructure. The project consists of approximately 3,800 LF of cured-in-place pipe (CIPP) (21 inches to 36 inches in diameter), 500 LF of CIPP part-liner or grouting, 500 LF of pipe replacement (18 inches to 30 inches in diameter), and associated laterals, manholes and road repairs. The overall goal of the Construction Manager (CM) is to manage the entire construction process so that the project can be delivered efficiently and professionally.

In general, the CM shall administer the contract. The CM will act as an independent contractor Owner's Representative of GWA whose primary functions are to:

- Keep GWA advised and informed as to project progress and cost
- Manage the change process
- Disclose any information relevant to GWA's interest
- Make proactive recommendations to GWA for action to maintain progress and achieve the project schedule and budget
- Act in the best interest of GWA.

GWA has retained a Program Manager, Brown and Caldwell, to assist with the administration of the GWA's capital improvement program and the selected consultant will work under the direction of the GWA General Manager, the GWA Chief Engineer, and Brown and Caldwell.

#### **CONSTRUCTION MANAGEMENT SERVICES**

The Consultant shall provide and maintain an appropriately sized on-site staff to perform construction management services from construction contract award and throughout the duration of the construction period for the project. Construction management responsibilities include construction planning, cost control, time management, quality control, quality assurance, construction contract administration, and construction management professional practice which includes the specific activities described below. The Consultant shall be responsible for the safety of their personnel at the site of the project. It shall be the responsibility of the Consultant to ensure that budgets are being strictly adhered to and that deliverables are submitted to GWA on time.

A general scope of services is provided; however, Consultants are encouraged to offer their own opinions and suggestions regarding the scope of services for the work included

herein. The scope of Consultant's services, as currently envisioned by the GWA, would include, but not be limited to, the following areas of work:

#### **A. GENERAL CONSTRUCTION MANAGEMENT TASKS**

The CM will provide services relating to the daily field observation, inspection, testing, supervision, management, coordination, and compliance monitoring for the construction and rehabilitation work. The construction management for this project will also require general construction management and observation for:

- Sewage bypass pumping and dewatering
- Cured-in-place pipe (CIPP) lining
- Gravity sewer pipeline rehabilitation inspection
- Open cut pipe replacement
- Manhole rehabilitation inspection
- Closed caption television inspection
- Coordination with Archeological monitoring

General construction management services consist of:

1. **Project Controls:** These services shall be provided to ensure that the project is efficiently managed and constructed according to the terms of the Contract and the Request for Proposal. The CM shall administer the contract, except that the CM is not authorized to make any decisions on behalf of GWA that materially affect the intent of the design or financially obligate GWA in any manner.

2. **Project Correspondence:** The CM shall prepare correspondence, reports, and inspection documentation as required to communicate project activities and issues with GWA, the Program Manager, the Design Engineer of Record, and the Contractor. The CM shall develop a format for daily and weekly reports for the approval of GWA. At a minimum, the following reports and inspection documents shall be provided:

- a. **Daily Construction Log:** The onsite inspector shall maintain a log of material deliveries, daily production, site conditions, field orders, punch lists, progress photos, material testing, documentation of delays, and other material facts and issues regarding prosecution of the work. The Daily Construction Log shall be available to GWA Project Engineer for review at any time.
- b. **Weekly Status Report:** The CM shall prepare and submit a weekly construction progress report to the GWA Chief Engineer or designated project manager. The status report shall summarize the daily constructions, weekly progress meetings with the Contractor, and include an updated construction schedule.
- c. **Material Testing Forms:** The CM shall prepare material testing forms for the approval of GWA. The forms shall capture all material testing requirements set forth by the Design Engineer of Record.
- d. **Progress Photo Log:** The CM shall prepare and retain a construction progress photo log in an organized album with phases of the project clearly labeled. The photo log shall capture all phases of the project pre-construction, during construction, and post-construction.



3. **Payment Requests:** The CM shall receive and process all payment requests from the Contractor. Payment requests shall be reviewed for compliance with Bid and Contract requirements and with the actual work completed. The CM shall also review any payroll submittals required by the Contract including prevailing wage submissions. At a minimum, the Contractor and its subcontractors should be providing weekly pay records for each of its employees on the project. Upon completion of the review, the CM shall make any necessary adjustments, certify, and forward the request to GWA for processing of the payment. The CM shall submit their review and recommendations within 5 working days of receipt from the Contractor.
4. **Project Meetings:** The CM shall schedule, arrange, and conduct conferences and meetings as required for clear communication of contract requirements and adherence to schedules.
5. **Pre-construction Conference:** Attend a pre-construction conference to address key contract elements, contractor's construction schedule, coordination requirements, progress payment estimates, change orders, as-recorded drawings, shop drawing submittals, etc.
6. **Progress Meetings:** The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, contract requirements, and other issues related to the administration and prosecution of the work. During the weekly meeting, the CM shall review the Contractor's record drawings to ensure that they are current and capture any deviations from the original plan set. The CM shall also have a current copy of the original plan set. The CM shall prepare meeting minutes for all progress meetings with contractors, sub-contractors, and GWA. The meeting minutes shall include action items from week to week until it has been completed.
7. **Other Meetings:** Arrange meetings between the Contractor and GWA, and other parties as necessary to address project issues that require decisions that cannot be made by the CM.
8. **Project Coordination:** The CM shall coordinate with GWA, the Program Manager, the Design Engineer of Record, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase. Notify GWA of any problems with the work or the Contractors.
9. **Requests for Information:** Track all Requests for Information ("RFI") and maintain an RFI log. Coordinate receipt of answers from all sources. Assist GWA with the development of a response to RFIs regarding any aspect of the contract documents.
10. **General Compliance Monitoring:** The CM shall evaluate and ensure Contractor compliance with all local and federal labor laws applicable to the Project. Any violations shall be immediately reported to GWA. Compliance monitoring shall include but not be limited to the following:
  - a. **Regulations and laws:** Monitor compliance with Territorial and/or Federal laws, regulations and rules.

- b. Labor Laws: Monitor Contractor and subcontractor procedures to verify legal status of employees on site. Verify bi-weekly compliance with labor requirements for federally funded projects including posting of wage rate schedules at the job site and safety requirements.
  - c. Licensure: Confirm that the Contractor and its subcontractor and their workers have all required licenses and ensure that said licenses are valid throughout the term of the Contract.
  - e. Permits: Monitor and track Contractor's compliance in obtaining required permits and approvals.
  - f. Insurance: Review Contractor's insurance documents submitted to GWA for compliance with Contract requirements. Track insurance documents, ensure insurance is valid throughout the term of Contract and maintain insurance certificate log.
11. Claims and Disputes: The CM shall promptly notify the GWA regarding any issues that arise during construction of the project that could result in claims and/or disputes. The CM shall provide the following services to assist GWA with the resolution of claims and disputes:
- a. Records: Maintain copies of all verbal and written communications, submittals, testimony, photos, and meetings regarding a potential dispute and promptly submit all originals to the Chief Engineer and, if requested, the Attorney for GWA.
  - b. Claims: Review claims submitted by the Contractor and provide written recommendations to GWA regarding the solution of the dispute.
12. Stop Work Orders: The CM shall issue written stop work orders to the Contractor and immediately provide GWA with a copy for a portion of or the entire project for Contract non-compliance issues as follows:
- a. If condition of work or Contractor actions threaten the health and safety of Contractor's personnel, GWA representatives, or the public – in such cases, stop work orders may be oral depending on the circumstances (with written stop work order to follow).
  - b. With prior notification and approval of the GWA Chief Engineer or Project Manager in all other cases.
  - c. Recommendations to issue Stop Work Orders shall be submitted to GWA upon the discovery by the CM of such need.
13. Schedule Monitoring: The CM shall review contractor's Construction Schedule. The CM shall coordinate with the Contractor to ensure that schedules are maintained and that the project is completed within the performance period established in the Contract and as amended by any Change Orders. The CM shall recommend corrective action to GWA and the Contractor throughout the project in the event that progress falls behind schedule. An updated project schedule should be submitted with each contractor's pay

application. If necessary, a recovery schedule should also be submitted illustrating how the contractor plans to bring a late project back within schedule. The CM shall bring schedule variances to the attention of the contractor and GWA.

14. Acceptance: The CM shall accept work properly performed and in compliance with the plans and specifications for GWA. The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents.

- a. Within 24 hours of notification to the Contractor that work elements have been rejected, the CM shall provide a written description of the deficiency to the GWA Chief Engineer for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work.
- b. Promptly advise the GWA Project Manager or the GWA Chief Engineer if the Contractor fails to correct or remove the defective work.
- c. Create Punch Lists and final inspection checklists and verify work is completed before final acceptance.

## **B. INTERPRETATIONS AND CLARIFICATIONS**

1. Interpretation: The CM shall provide GWA with interpretation of contract drawings, specifications, and recommendations as necessary. Provide requested interpretations of the plan and specifications for the GWA and contractor in a timely manner. The interpretations will be formally communicated as RFIs.

## **C. SHOP DRAWINGS**

1. Shop Drawings: The CM shall review and provide recommendations regarding shop drawings, working drawings, traffic control, safety plan, and other submittals for conformance with the Contract.

2. The CM shall coordinate the review and approval (or take other appropriate action as necessary) of Shop Drawings, samples and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Coordination will take place with the Design Engineer of Record and GWA. The normal turnaround time for review of shop drawings shall be a maximum of 14 business days after the CM's receipt of the submittal.

3. The CM shall maintain a Submittal Log and shall keep track of submittals, status and disposition.

## **D. SUBSTITUTES**

1. The CM shall evaluate and determine the initial acceptability of substitute materials and equipment proposed by Contractor after coordination with the Design Engineer of Record and GWA. The GWA General Manager shall render the final acceptance of all substitutes.

## **E. INSPECTIONS AND TESTS**

1. Resident Inspection, Construction Inspection and Quality Control Monitoring: The CM shall provide full time observation and inspection services of construction to ensure that the work is accomplished in accordance with the Contract documents and applicable permits. Work shall be performed in a way as to not impede the construction Contractor's progress nor allow for an unreasonable amount of work to be performed without inspection. In the event the inspector is not satisfactory to GWA, the CM shall replace the person with one that is acceptable to GWA
  - a. Resident Inspector: The CM shall provide a full time competent on-site inspector to observe all phases of the construction. The Resident Inspector shall have demonstrable experience satisfactory to GWA relative to the type of work being performed.
  - b. Special Inspections: In addition to general compliance inspections, the CM shall provide full-time inspection services by a person with demonstrable experience and certification satisfactory to GWA related to concrete placement, concrete anchoring, pre-stressing operations, grading, excavation, backfilling, and all other operations that require special inspections.
2. Duties of the Resident Inspector will include, but are not limited to:
  - a. Prior to construction, review the plans and specifications under the direction of the Construction Manager. Bring to GWA's attention issues before they arise in the field.
  - b. Maintain a Project Diary which will include the following data:
    - i. Daily progress referenced by station locations or coordinate locations
    - ii. Record of construction personnel and equipment
    - iii. Weather conditions
    - iv. Problems or complaints
    - v. Start and end time of construction work
    - vi. Special instructions
    - vii. Photographs of construction
    - viii. Review testing results
    - ix. Review of the construction schedule versus construction progress
  - c. Maintain daily contact with the Construction Manager.
  - d. Construction integrity review for compliance with the construction documents:
    - i. Check materials against approved submittals
    - ii. Proper support of and bedding for Pipe
    - iii. Proper foundation subgrades
    - iv. Pipe depth and location referenced by stationing or coordinates
    - v. Backfill and compaction
    - vi. Concrete samples
    - vii. Verification of appropriate testing
    - viii. Check for defective materials
    - ix. Verification of installation techniques
    - x. Construction of pipe restraints and thrust blocking as required by the construction documents

- xi. Pressure testing
- xii. Check site clean-up; condition or removal of temporary erosion control structures (silt fencing, etc.) and repairs to roads, drive-ways, yards, drainage culverts, water piping, etc.
- xiii. CIPP samples
- e. Record data for Record drawings:
  - i. Record and sketch, including station information as applicable, the location of all underground utilities
  - ii. GPS surveyed locations of the underground utilities, and locations of valves and fittings. Notes to include the size of the fitting or valve and its orientation
  - iii. Record and sketch all changes or variations to the construction plans
  - iv. Photograph and sketch details of fittings, connections and valves
  - v. Note any changes to the plans. Track all change orders and record on the construction plans
  - vi. Mark as-built data on a master set of plans for final drafting
- f. Pay Request Review:
  - i. Make field measurements to verify all pay items
  - ii. Check and verify contractor's pay requests
  - iii. Coordinate with Contractor to determine earned value for lump sum bid items

3. Testing: The CM shall coordinate and pay for all quality control and quality assurance testing for the following:

- a. Contractor Testing: Schedule, observe, approve or reject, and document all testing required to be performed by the Contractor.
- b. The CM shall provide the following tests, but not limited to:
  - i. concrete cylinder testing,
  - ii. concrete slump testing,
  - iii. grout testing,
  - iv. field density testing for compaction control,
  - v. soil density test and reports.
- c. The CM will provide unit costs for testing, which will include all labor, travel, materials and test costs. Testing does not include travel time for the CM to deliver test samples to an off-site testing facility.
- d. GWA Testing: Coordinate and monitor testing required to be performed by GWA.
- e. The CM shall maintain a log of all quality control and quality assurance testing.

## **F. CHANGE MANAGEMENT**

1. Change Order Review: Track all Change Orders (original to be provided to GWA) and maintain a Change Order Log. Provide change order evaluations, negotiations, and recommendations for approval by GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. Change Orders may include requests for additional payments for differing site conditions and the CM shall utilize the bid documents to determine if a Change Order is warranted. CM shall submit change order requests and supporting documentation to GWA for approval within 5 working days of receipt from the Contractor.

2. Design Change: As directed by GWA, prepare changes to the Contract technical documents (drawings and specifications) required to address a change order. GWA will direct the CM to make design changes only when changes are deemed by the GWA Chief Engineer to have no material effect on the original intent of the design. All other design changes shall be forwarded to the Design Engineer of Record for processing.

3. Design Change/Verification Request (“DCVR”): If the request for a change will materially change the original design, the CM shall coordinate with the Design Engineer of Record to accomplish the necessary design changes. The CM shall prepare a DCVR for submission to and for the approval of the Design Engineer of Record. If the required changes to the design are not covered within the original design scope of service, the CM will prepare a design scope amendment; solicit a fee proposal for the amendment on behalf of GWA, and assist with the negotiations with the Design Engineer of Record.

4. Negotiation with Contractor: Prepare independent cost estimates and negotiate with Contractor subject to GWA approval (final approval of negotiated change orders can only be made by the GWA General Manager).

5. Change Order Documents: The CM shall maintain copies for all approved change orders (originals to be provided to GWA) and insure that subsequent pay requests accurately represent these change orders. Approved change orders shall be administrated by the CM along with other work elements according to the provisions of this scope of work.

6. At the outset of the Contract, the CM shall work with the Contractor to provide pricing for equipment, material, personnel and other relevant considerations as specified in the bid. Prices agreed upon shall be used in any subsequent Change Order.

## **G. CONSTRUCTION SURVEY SERVICES**

1. Construction Survey Services: The CM shall conduct survey and field measurements as necessary to verify that the work is located according to the plans and specifications. Changes to the horizontal and vertical alignments and elevations work shall be made only with the approval of the GWA Chief Engineer.

a. Pipeline Alignments and Location of Structures: Spot check Contractor’s construction staking to verify the pipeline alignments and structure locations are as called for on the plan and specifications and in order to insure that the work and is location within lawful and approved property, Rights-of-Way and easements.

b. Elevations: Spot check with Contractor’s elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevation is a critical design element.

## **H. DISPUTES BETWEEN CM AND CONTRACTOR**

1. CM shall act as initial interpreter of the technical requirements of the Contract Documents related to the acceptability of the work thereunder and make recommendations on all claims related to the technical requirements of the Contract Documents. The CM shall coordinate interpretations with the Design Engineer of Record,

GWA, and Contractor. The GWA General Manager shall be the final interpreter on all disputes.

## **I. CONTRACTOR COMPLETION DOCUMENTS**

1. Substantial Completion: The CM shall review and prepare all documentation regarding Substantial Completion/project milestones and issue a written recommendation to GWA to determine if the Contractor's work meets the milestone requirements or is substantially complete and can be put to beneficial use.

2. Project Records: The CM shall maintain a fully searchable electronic project record and a clearly labeled/ tabbed set of 3-ring binders and electronic copies. The project records shall include all project correspondences, photos, daily logs, weekly reports, and other items required to document the construction process.

3. Punch List Development: Throughout the construction of the project, prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of the work. The deficiency list shall be discussed at each project meeting. The unresolved deficiency list shall be provided to all members of the pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection.

a. Punch List Completion: Coordinate with the Contractor to ensure that all punch list items have been corrected. When all items have been completed, inform GWA in writing recommending that the work be accepted.

4. Inspections: Schedule, arrange, and conduct interim, pre-final, and final inspections of work with Contractor, GWA, GEPA, and other stakeholders in this project.

a. Preliminary Inspection: Preliminary inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

b. Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.

c. Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

5. Final Report: The CM shall prepare a final report after written acceptance of the work by GWA. The final report shall include a narrative documentation of all significant design and construction events and issues and shall become a historical record for the project. The project record described above shall become a part of and submitted along with the final report. The final report and other post construction activities specified herein shall be completed within thirty (30) calendar days after the project has been accepted by GWA in writing.

6. Record Drawings: The CM shall assure that the Design Engineer of Record has all the information from the Contractor to develop official record drawings at the conclusion of the project. Record drawings shall be generated by the Design Engineer of Record

from the original GWA as-built documents by incorporating all mark-ups on the Contractor's "as-built" drawings. Record drawings shall be marked "RECORD DRAWINGS" dated and sealed by a professional engineer licensed on Guam.

**J. COMMISSIONING AND STARTUP**

1. The CM or Inspector is to work with the contractor and Design Engineer of Record to assure successful startup and testing. The CM is to make sure Operations and Maintenance staff is involved. Coordination between the Contractor, Operations and Maintenance staff, the Design Engineer of Record as appropriate, the CM, and other parties as required should take place prior to initiation of Startup and Testing. Startup and testing is to be performed in accordance with the technical specifications.

**K. TRAINING**

1. Training and Warranty Periods: Training: The CM shall coordinate with the Contractor and Design Engineer of Record to schedule and conduct startup training required by the construction contract.

**L. WARRANTIES**

1. The CM shall maintain a copy of warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final report. All original warranty documents shall be provided to GWA.

**M. SPARE PARTS**

1. The CM shall maintain a list of all spare parts to be delivered to GWA if applicable under the contract and confirm that the spare parts have been formally transferred from the Contractor to GWA prior to project closure. Transfer documentation shall be included in the Final Report.

*This Request for Proposal was approved by Miguel C. Bordallo, PE, General Manager and Thomas F. Cruz, P.E., GWA's Chief Engineer.*