



## GUAM WATERWORKS AUTHORITY

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

**Request for Proposal:** RFP 04-ENG-2018  
Construction Management Services for Tumon and Tamuning Hot  
Spots Sewerline Rehabilitation and Replacement  
GWA Project No. S16-003-EPA and S16-001-EPA

**Addendum No.:** 01

**Date:** June 6, 2018

---

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 the previously issued RFP documents pages 2-13 with the attached.

  
MIGUEL C. BORDALLO, P.E.  
General Manager  
MC

Attachment - RFP

MCB;gb



**GUAM WATERWORKS AUTHORITY**

**Request for Proposals (RFP)**

Construction Management Services for the Project:  
Tumon and Tamuning Hot Spots Sewer Line Rehabilitation and Replacement  
GWA Project No. S16-001-EPA / S16-003-EPA

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

**PROPOSAL NO:** RFP-04-ENG-2018

**ISSUE DATE:** June 5, 2018

**DEADLINE:** June 22, 2018

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

Tumon and Tamuning Hot Spots Sewer Line Rehabilitation and Replacement,  
Located at Various Hot Spot Locations throughout Tumon and Tamuning

**GWA DIVISION:** Engineering

## **I. INSTRUCTIONS TO PROPOSERS**

### **A. PURPOSE**

The Guam Waterworks Authority (“GWA”) is seeking an experienced and qualified engineering firm to provide Construction Management and Inspection Services for Tumon and Tamuning Hot Spots Sewerline Rehabilitation and Replacement project as specified in the RFP.

### **B. TABLE OF CONTENTS**

This RFP 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, “**GWA RFP-04-ENG-2018 for Construction Management Services for Tumon and Tamuning Hot Spots Sewerline Rehabilitation and Replacement; GWA Project No. S16-003-EPA and S16-001-EPA.**”

**Responses must be received not later than June 22, 2018, 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:**

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. The 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 (e.g., photos, drawings, and illustrations) may be provided to support 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 bid 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 bid 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.

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

- Cover letter referencing RFP-04-ENG-2018 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

Manager and core project staff. The Work History and qualifications shall not exceed (3) three pages per staff member. The Firm shall also submit 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 principle 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.

The Firm shall:

- Provide a list of projects similar in scope and size (maximum of three (3) pages).
- Identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and 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. The submittal 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.
- 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:

<b>EVALUATION FACTORS</b>	<b>SCORE</b>
<p><b>Proposal Content:</b> Completeness of the proposal in responding to the items listed in the Response Format and Content section of this RFP</p>	<b>10 Points</b>
<p><b>Qualifications and Capacity of Firm:</b> The firm 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.</p>	<b>30 Points</b>
<p><b>Firm Experience on Similar Projects:</b> The firm specialized and extensive experience on projects similar in scope and type.</p>	<b>20 Points</b>
<p><b>Qualifications and Experience of Project Team:</b> Specialized experience and qualifications of designated project personnel to perform the required services.</p>	<b>30 Points</b>
<p><b>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.</p>	<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.

## **II. GENERAL TERMS AND CONDITIONS**

### **A. AUTHORITY**

This Request for Proposal (“RFP”) solicitation is issued subject to all of the provisions of the Guam Procurement Act (as amended) and the Guam Procurement Regulations (copies are available for inspection at General Services agency). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

### **B. EXPLANATION TO PROPOSERS**

Except as otherwise provided herein, no oral explanation in regard to the meaning of any provision of this RFP will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be communicated in writing to the named individual of GWA.

Guam Waterworks Authority  
c/o Miguel C. Bordallo, P.E., General Manager, or  
Thomas F. Cruz, P.E., Chief Engineer  
Engineering Division  
Gloria B. Nelson Public Service Building  
688 Route 15, Mangilao, GU 96913

Miguel Bordallo:      Tel: (671) 300-6845  
   Fax: (671) 646-2335

Thomas Cruz:            Tel: Ph: (671) 300-6036  
   Fax: (671) 647-2621

Direct or indirect contact with GWA employees, the Government of Guam, CCU Board Members, or any person participating in the selection process not named above is strictly prohibited.



### **C. METHOD OF AWARD**

GWA intends to review the proposals immediately upon the opening of the proposals as provided herein. The proposals submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in proposals received. GWA shall have the prerogative to award, amend or reject proposals in whole or in part. GWA is not responsible for any costs incurred by the proposers. GWA reserves the right to retain all proposals submitted regardless of whether a firm is selected. Submission of a proposal indicates acceptance of these terms and conditions by the firm.

### **D. REJECTION**

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.

### **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 subcontractor. All subcontractors will comply with all terms and conditions of this RFP as well as any Contract issued under this RFP. Proposers shall ensure that subcontractors 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 offerors 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 may 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.
- c. Please note that Consultants are responsible for securing approvals for entry onto private property

#### **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.

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

#### **A. CONSTRUCTION MANAGEMENT DESCRIPTION OF EFFORT:**

The work performed under this scope shall consist of Construction Management (CM) and Inspection Services on behalf of GWA for the Construction of the Tumon and Tamuning Hot Spots Sewer Line Rehabilitation and Replacement Project.

In Tamuning, GWA plans to rehabilitate/replace the sewer lines in five (5) locations along Pancoso Palting St., Pas St., Tun Jesus Crisostomo St., Ignacia St., Teodoro Dungca St., and Segundo Leon Guerrero St. The goal of this phase of the project is to reduce the incidents of sanitary sewer overflows (SSOs) during periods of high rainfall, reduce the inflow and infiltration (I/I) contribution to the sewer system, reduce the surcharging of the gravity sewer lines around Winner Apartments and Guam Premier Outlets and to improve the aging sewage infrastructure. The total scope of this phase of the project is approximately 4,589 LF of mostly 8-inch diameter pipe, and 32 manholes.

In Tumon, GWA plans to rehabilitate/replace the sewer lines in two (2) locations along Frank Cushing Way, Pale San Vitores and Fujita Roads. The goal of this project is to reduce the incidents of sanitary sewer overflows (SSOs) during periods of high rainfall, reduce the inflow and infiltration (I/I) contribution to the sewer system, reduce the surcharging of the gravity sewer lines around the Fujita Pump Station and to improve the aging sewage infrastructure. The project consists of approximately 1,612 linear feet (LF) along Pale San Vitores and Fujita Roads, broken up into two sites, eleven (11) sewer line segments with thirteen (13) manholes; and 1,317 LF along Frank Cushing Way consisting of two existing sewer lines the "Old Line" and the "New line". The Old Line (691 LF) consist of five (5) segments constructed in the 1970s using 10 inch to 24 inch diameter Asbestos Cement Piping (ACP). The New Line (626 LF) consists of four (4) segments constructed approximately 20 years ago using Polyvinyl Chloride Piping (PVC).

Combined this project involves construction at seven different locations, on approximately 7518 LF of sewer line ranging from eight (8) inches to twenty-four (24) inches in diameter, and fifty-five (55) manholes. 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.

The selected consultant will work under the direction of the GWA General Manager and the GWA Chief Engineer or their designated representative. GWA has currently retained a Program

Manager, Brown and Caldwell, to assist with the administration of the GWA's capital improvement program. GWA has currently designated Brown and Caldwell to act on GWA's behalf as the Project Manager at the discretion of the GWA Chief Engineer.

## **B. GENERAL CONSTRUCTION MANAGEMENT SCOPE OF WORK**

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 related to this project. The CM will also be expected to review shop drawings and make technical recommendations to Owner. The CM should coordinate all activities requiring the Owner's approval through the Project Manager.

The construction management, testing, and field observation services for this project will require general construction management and observation, as well as specialized review, inspection, and testing for all bids that are a part of this project.

In addition to general construction management duties, the specialized review, inspection and testing will include, but is not limited to:

- 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

In general, the proposer will be the Construction Manager as an independent contractor serving as Owner's Representative of GWA whose primary functions are to:

- Keep GWA advised and informed as to project progress and cost
- Review Submittals
- 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
- Monitor that Contractor is in compliance with Contract Requirements
- Act in the best interest of GWA

## **C. PRE-CONSTRUCTION PHASE SERVICES**

### **1. CM Quality Assurance**



The Construction Management consultant and/or sub-consultants shall have experience in managing construction projects with installation and testing of CIPP, installation of open cut gravity sewer pipelines, sewer bypass pumping, dewatering, new manhole installation or manhole rehabilitation, survey and field measurements, and general civil and mechanical construction work.

The CM 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 CM 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.

The CM will review, record, and comment on the Quality Control Plan submitted by the Construction Contractor. The CM will develop, implement, and maintain a Quality Assurance Plan for civil, structural, electrical, mechanical, and instrumentation elements.

The CM will file contractor certifications: review, file, and submit inspection test results; and assess substantial completion.

Content of the Quality Assurance Plan will include the following at the minimum:

- Documentation of site conditions prior to beginning construction
- Review of approved submittals from the Contractor prior to fabrication or installation of materials and equipment
- Inspection, observation, and documentation of daily field work
- Monitoring of the Contractor's implementation of the Quality Control Plan
- In-plant fabrication and/or witness testing at place of manufacture (where applicable)
- Reports and record keeping
- Non-conforming and deficient work resolution process

It is important to note that the CM is responsible for monitoring the Contractor's compliance with the Contract Documents, but not responsible for the Contractor's means and methods the Contractor may use to perform the work.

**Deliverables (electronic pdf files and hardcopies):**

- Quality Assurance Plan

## **2. Construction Management Plan**

The CM will develop and implement the Construction Management Plan (CM Plan) including guidelines for project organization and coordination in the field, standard daily operations, change order procedures, safety, quality, schedule, and cost control. The CM Plan sets forth the procedures and approach for the construction of the project. The CM Plan will serve the CM, the Owner's Representative, and Contractors by defining the project, project team members and their roles, coordination among team members, procedure, key milestones, and schedule constraints. By establishing these parameters early in the project, the CM Plan will help control resources and costs, establish communication and coordination between the CM, Constructor, and GWA.

### **Deliverables (electronic pdf files and hardcopies):**

- Construction Management Plan

## **D. CONSTRUCTION PHASE SERVICES**

### **1. Implement & Maintain Project Controls (PC)**

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 PC function is concerned with gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality. The CM shall administer the Contract, except that the CM is not authorized to make any decisions on the behalf of GWA that materially affect the intent of the design or financially obligate GWA in any manner.

The Construction Manager shall observe Submittal Procedure in the Specification and ensure that the CM is capable of complying with the procedure, as well as enforcing compliance on the Contractor.

The Project Controls system will include the following:

- A Cost Management Process that estimates, monitors, predicts, and reports project costs
- A Planning and Scheduling Management Process that plans project activities, monitors completion of those activities, predicts timing of future activities, and reports schedule status.

- A Change Management Process that estimates the impact of change, enables and documents the change decision, and integrates the change into the project scope of work.

## **2. Project Correspondence and Document Control**

The CM shall prepare correspondences, reports, and inspection documentation as required to communicate project activities and issues with GWA and the Contractor. The CM shall develop a format for daily and weekly reports for the approval of GWA. At a minimum, the following report, testing, and inspection documents shall be provided:

- Daily construction reports
- Progress photo log
- Submittal status log
- Contractor progress schedule
- Request for Information status log
- Change Order status log (approved and pending)

The CM shall prepare a Listing of Submittals based on Design Plans and Specifications independent of the Contractor's preparation of Submittal Log. CM prepared Submittal Log is to be submitted 14 Calendar Days after Notice to Proceed of the CM Contract.

## **3. Daily Construction Reports**

The onsite inspector(s) shall maintain a log of material deliveries, daily site production, site condition, field orders, progress photos, material testing, documentation of delays, non-conformance, punch lists, and other material and work facts and issues regarding the prosecution of the work. The daily reports and logs shall be available to GWA project team for review at any time.

The CM shall submit each day's daily report no later than the end of the next business day.

## **4. 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, construction, and post-construction. Each photo shall be identified with Date, Time, and Description of Work.

## **5. Submittal and Shop Drawings**

The CM shall coordinate the review and approval of all submittals required by the Contract documents. The CM shall review and provide comments regarding shop drawings, work drawings, material submittals, traffic control plan, safety plan, demolition plan, and all other submittals for completeness, responsiveness, and conformance with the Contract documents. In the event of a Contractor request for a time extension, material substitution, or equipment substitution, the CM shall make a recommendation to GWA regarding the deviation from contract document. The GWA Chief Engineer or his authorized representative will approve the substitution.

The CM personnel performing the review must be qualified and competent in the subject of the submittal being reviewed. If a submittal deviates from the design, or the design is in question, the Engineer of Record (EOR) should review the submittal in question. Submittals to the EOR should be coordinated through the GWA Project Manager.

## **6. Contractor Project Schedules**

The CM shall review the Contractor's work schedule for accuracy and for efficient sequencing of the work. The CM will direct the Contractor to make any changes deemed necessary and coordinate approval of the revised schedule with GWA. Any delays shall be documented and notified to GWA and the Contractor when actual progress is behind schedule. The CM shall adhere to the requirements set forth in the Contract document for contractor project schedule tracking and review.

## **7. Payment Request**

The CM shall receive and process payment requests from the Contractor. Payment requests shall be reviewed thoroughly for compliance with the Contract document and appropriately reflect the actual work completed. 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, recommendation, acceptance, or rejection within 5 working days of receipt from the Contractor.

## **8. Payroll Report**

The CM shall also review any payroll submittals required by the Contract documents including prevailing wage submissions. At the minimum, the Contractor and its subcontractors shall provide bi-weekly pay records for each of its employees on the project. The CM will also conduct random employee interviews to verify the pay request information. Upon completion of the review, the CM shall require the Contractor to make any necessary adjustments, certify, and forward the Payroll report along with the payment request to GWA for processing.

## **9. Project Meetings**

The CM shall schedule, arrange, and conduct conferences and meetings as required for clear communication of the Contract requirements and adherence to project schedules.

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 work. The CM shall prepare meeting minutes for all progress meetings with contractors, sub-contractors, GWA, and all other parties. The meeting minutes shall include action items from week to week until it has been completed.

The CM shall arrange meetings between the Contractor and GWA Engineering and/or Operations, and other parties such as GEPA and DPW as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

## **10. As-Built Drawing Reviews**

At a minimum, CM shall conduct a monthly review of the Contractor's Record Drawings to ensure that they are current and capture any deviations from the original plan set. The CM shall also maintain their own set of Record Drawings as a way of ensuring the Contractor's Record Drawings are up-to-date.

## **11. Request for Information**

Track all Requests for Information and maintain an RFI log. Coordinate receipt of answers from all sources. Provide RFI response with GWA's input regarding any aspect of the Contract documents, which includes the plans and technical specifications.

## **12. 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 limited to the following:

- Regulations and Laws: Monitor compliance with Territorial and/or Federal laws, regulations, and rules.
- 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.

- Licensure: Confirm that the Contractor and its subcontractor and their workers have all required licenses and ensure that said licenses are valid throughout the terms of the Contract.
- Permit Compliance: Monitor and track Contractor's compliance in obtaining required permit and approvals.
- Insurance: Review Contractor's insurance documents submitted to GWA for compliance with Contractor requirements. Track insurance documents, ensure insurance is valid throughout the term of Contract and maintain insurance certificate log.

### **13. 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:

- Claim 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 Attorney for GWA.
- Claims Reviews & Interpretation: Reviews claims submitted by the Contractor, provide GWA with interpretation of Contract drawings and specifications and provide written recommendations to GWA regarding the solution of the dispute. 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. No amounts shall be paid except for actual losses incurred by the Contractor through no fault of their own or for risks not allocated to the Contractor under the bid.

### **14. Change Order Negotiations and Review**

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

Track all change orders 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 document 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 wherever practical.

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 administered by the CM along with other work elements according to the provisions of this scope of work.

#### **15. Design Changes and Verification Request**

As directed by GWA, prepare changes to the Contract technical documents (design 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 and the Engineer of Record to have no material effect on the original intent of the design. All other design changes shall be forwarded to the Engineer of Record for processing.

If the request for change will materially change the original design, the CM shall coordinate with the GWA Project Manager and the Engineer of Record to accomplish the necessary design changes. The CM shall prepare a design change/verification request (DCVR) for submission to and for the approval of the 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.

#### **16. Project Records & Document Management/Communications**

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. Communicate and coordinate with all stakeholders during the construction phase. Notify GWA of any problems with the work or Contractors.

#### **17. Construction Observation, Special Inspection, and Quality Control Monitoring**

The CM shall provide inspection observation and special inspection services to ensure that the work is accomplished in accordance with the Contract documents. A Resident Engineer shall be assigned to oversee project sites.

The CM shall provide on-site field staff at project sites to observe the construction. The Resident Engineer and onsite field staff shall have demonstrable experience (satisfactory to GWA) relative to the discipline and type of work being performed. Project field staff shall review project documents, conduct daily observations, special

inspections (where applicable), prepare and submit Daily Observation and Special Inspection Reports; communicate deficiency issues and resolve with Contractor; update Non-Compliance log; and observe contractor safety measures and compliance, and communicate deficiencies to the appropriate personnel.

Any changes to the CM staff as compared to the RFP response submitted by the proposer is subject to GWA's approval. The CM staff includes the Construction Manager, Project Engineers, Inspectors, and Special Inspectors, and all others listed in the RFP organizational chart.

## **18. Commissioning and Testing**

The CM shall enforce contract requirements for Contractor to submit commissioning and testing plans and procedures.

The CM shall review commissioning and testing plans and procedures, and provide to GWA recommendation for approval where appropriate.

The CM shall schedule, observe, approve or reject, and document testing required under the Contract to be performed by the Contractor.

## **19. Acceptance**

The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. 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. The CM shall promptly advise the GWA Project Manager or the GWA Chief Engineer if the Contractor fails to correct or remove the defective work.

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 Contract non-compliance issues as follows:

- If condition of work or Contractor actions threatens the health and safety of Contractor personnel, GWA representatives, or public in such cases, stop work orders may be oral depending on the circumstances with written stop work order to follow.
- With prior notification and approval of the GWA Chief Engineer or Project Manager in all other cases.



## **20. Project Closeout (Punch List and Project Closeout Inspections)**

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 work. The 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. Coordinate with the Contractor to ensure that all punch list items have been completed. When all items have been completed, inform GWA in writing recommending that the work be accepted.

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

- Preliminary Inspection: Preliminary inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies
- Pre-final Inspection: A pre-final inspection shall be conducted after substantial completion of the work
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

## **21. Training and Warranty Periods**

The CM shall coordinate with the Contractor to schedule and conduct startup training and standard maintenance procedures required by the Contract document.

The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

## **E. POST CONSTRUCTION SERVICES**

### **1. 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 Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and all other pertinent project data.

**Deliverables (electronic pdf files and hard copies):**

- CM Final Report

## 2. Record Drawings

After the conclusion of the project, the CM shall review, verify, and recommend approval of the official record drawings prepared by the Contractor.

**Deliverables:**

- As-Built Record Drawings (format as specified in Project Specification)

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