

Invitation For Bid: IFB-02-ENG-2024
Pressure Zone Realignment Phase II
GWA Project No. W18-001-BND

Addendum No.: 03

Date: May 13, 2024

All Potential Bidders:

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

- 1. Bid Documents – 00410 Bid Form, 00520 Agreement, and 00800 Supplementary General Conditions shall be replaced in its entirety with attached Exhibit A 00410 Bid Form, Exhibit B 00520 Agreement, and Exhibit C 00800 Supplementary General Conditions revisions.**
- 2. Bid Documents – Invitation for Bid and other sections of the bid documents where applicable:**

Bid acceptance deadline has been extended from 10am ChST on May 20, 2024 to **10am ChST on July 01, 2024.**

Submit one original and one copy for bid documents.

Bidders are also notified to visit the GWA website, <http://guamwaterworks.org/bids/> to ensure that addenda to the bid, answers to questions, and reminders communicated to bidders throughout the solicitation process.

 **Acting GM**
For MIGUEL C. BORDALLO, P.E.
General Manager

cc: MCB;JGC

EXHIBIT A

Revised Section 00410

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BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

**GUAM WATERWORKS AUTHORITY
PRESSURE ZONE REALIGNMENT CONSTRUCTION PHASE 2
GWA Project No. W18-001-BND**

BID SCHEDULE

Interested Bidders must complete Table A. All blanks in the tables must be filled out.

Definitions:

LS = lump sum

**TABLE A
BID SCHEDULE**

(BASE BID ITEMS NO. 1 – 21)

Item No.	Description	Quantity	Unit	Extended Amount
1.	Mobilization, as specified in the Contract Documents.	1	LS	\$ _____
2.	Bonds and Permits	1	LS	\$ _____
3.	Insurance (COI and corresponding insurance policies are required)	1	LS	\$ _____
4.	Training budget (SCADA, meters, control valve, and pump manufacturer training off-island including training cost, airfare, hotel, car rental and per diem)	1	LS	\$ 120,000
5.	Preparation and Approval of the Archaeological Monitoring and Discovery and Data Recovery Plan for 15 sites by State Historic Preservation Office	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
6.	Asan Meter:			
6.1	Traffic control	1	LS	\$ _____
6.2	Stainless steel meter box	1	LS	\$ _____
6.3	20" meter	1	LS	\$ _____
6.4	Concrete pedestal	1	LS	\$ _____
6.5	Site and pavement restoration	1	LS	\$ _____
6.6	Commissioning/demonstration	1	LS	\$ _____
6.7	Site survey	11	LS	\$ _____
6.8	Archaeological monitoring	1	LS	\$ _____
6.9	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
7.	Talofofa Meter:			
7.1	Traffic control	1	LS	\$ _____
7.2	Meter vault installation	1	LS	\$ _____
7.3	Meter, piping and connections	1	LS	\$ _____
7.4	Stainless steel meter box	1	LS	\$ _____
7.5	Concrete pedestal	1	LS	\$ _____
7.6	Vault cover and ladder rungs	1	LS	\$ _____
7.7	Site and pavement restoration	1	LS	\$ _____
7.8	Potholing	1	LS	\$ _____
7.9	Commissioning/demonstration	1	LS	\$ _____
7.10	Site survey	1	LS	\$ _____
7.11	Archaeological monitoring	1	LS	\$ _____
7.12	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
8.	Sinajana Meter:			
8.1	Traffic control	1	LS	\$ _____
8.2	Meter vault installation	1	LS	\$ _____
8.3	Meter, piping and connections	1	LS	\$ _____
8.4	Stainless steel meter box	1	LS	\$ _____
8.5	Concrete pedestal	1	LS	\$ _____
8.6	Vault cover and ladder rungs	1	LS	\$ _____
8.7	Site and pavement restoration	1	LS	\$ _____
8.8	Potholing	1	LS	\$ _____
8.9	Commissioning/demonstration	1	LS	\$ _____
8.10	Site survey	1	LS	\$ _____
8.11	Archaeological monitoring	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
9.	East Agana Meter:			
9.1	Traffic control	1	LS	\$ _____
9.2	Meter vault installation	1	LS	\$ _____
9.3	Meter, piping and connections	1	LS	\$ _____
9.4	Stainless steel meter box	1	LS	\$ _____
9.5	Concrete pedestal	1	LS	\$ _____
9.6	Vault cover and ladder rungs	1	LS	\$ _____
9.7	Site and pavement restoration	1	LS	\$ _____
9.8	Potholing	1	LS	\$ _____
9.9	Commissioning/demonstration	1	LS	\$ _____
9.10	Site survey	1	LS	\$ _____
9.11	Archaeological monitoring	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
10.	Dairy Road PRSV:			
10.1	Potholing	1	LS	\$ _____
10.2	Traffic control	1	LS	\$ _____
10.3	Abandonment of pipe	1	LS	\$ _____
10.4	Vault	1	LS	\$ _____
10.5	Vents	1	LS	\$ _____
10.6	12" PRSV	1	LS	\$ _____
10.7	12" meter	1	LS	\$ _____
10.8	Piping and connections	1	LS	\$ _____
10.9	Electrical system	1	LS	\$ _____
10.10	SCADA, instrumentation and controls	1	LS	\$ _____
10.11	Fencing	1	LS	\$ _____
10.12	Commissioning/demonstration	1	LS	\$ _____
10.13	Site and pavement restoration	1	LS	\$ _____
10.14	Site survey	1	LS	\$ _____
10.15	Archaeological monitoring	1	LS	\$ _____
10.16	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
11.	Army Drive PRSV:			
	11.1 Potholing	1	LS	\$ _____
	11.2 Traffic control	1	LS	\$ _____
	11.3 Abandonment of pipe	1	LS	\$ _____
	11.4 Vault	1	LS	\$ _____
	11.5 Vents	1	LS	\$ _____
	11.6 8" PRSV	1	LS	\$ _____
	11.7 12" PRSV	1	LS	\$ _____
	11.8 8" meter	1	LS	\$ _____
	11.9 12" meter	1	LS	\$ _____
	11.10 Piping and connections	1	LS	\$ _____
	11.11 Electrical system	1	LS	\$ _____
	11.12 SCADA, instrumentation and controls	1	LS	\$ _____
	11.13 Fiber optic connection	1	LS	\$ _____
	11.14 Fencing	1	LS	\$ _____
	11.15 Commissioning/demonstration	1	LS	\$ _____
	11.16 Site and pavement restoration	1	LS	\$ _____
	11.17 Site survey	1	LS	\$ _____
	11.18 Archaeological monitoring	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
12.	Tri-Intersection PRV Abandonment:			
	12.1 16" PRV removal	1	LS	\$ _____
	12.2 Pipe and valve removal	1	LS	\$ _____
	12.3 Pipe and connections	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
13.	Gayinero PRSV:			
	13.1 Potholing	1	LS	\$ _____
	13.2 Traffic control	1	LS	\$ _____
	13.3 Abandonment of pipe	1	LS	\$ _____
	13.4 Vault	1	LS	\$ _____
	13.5 Vents	1	LS	\$ _____
	13.6 12" meter	1	LS	\$ _____
	13.7 12" PRSV	1	LS	\$ _____
	13.8 Piping and connections	1	LS	\$ _____
	13.9 Electrical system	1	LS	\$ _____
	13.10 SCADA, instrumentation and controls	1	LS	\$ _____
	13.11 Fiber optic connection	1	LS	\$ _____
	13.12 Fencing	1	LS	\$ _____
	13.13 Commissioning/demonstration	1	LS	\$ _____
	13.14 Site and pavement restoration	1	LS	\$ _____
	13.15 Site survey	1	LS	\$ _____
	13.16 Archaeological monitoring	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
14.	Route 15 Connection:			
	14.1 Potholing	1	LS	\$ _____
	14.2 Traffic control	1	LS	\$ _____
	14.3 Piping and connections	1	LS	\$ _____
	14.4 Site and pavement restoration	1	LS	\$ _____
	14.5 Site survey	1	LS	\$ _____
	14.6 Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
15.	Larson Road PRSV/Meter			
15.1	Potholing	1	LS	\$ _____
15.2	Traffic control	1	LS	\$ _____
15.3	Abandonment of pipe	1	LS	\$ _____
15.4	Vault	1	LS	\$ _____
15.5	Vents	1	LS	\$ _____
15.6	6" meter	1	LS	\$ _____
15.7	6" PRSV	1	LS	\$ _____
15.8	Piping and connections	1	LS	\$ _____
15.9	Electrical system	1	LS	\$ _____
15.10	SCADA, instrumentation and controls	1	LS	\$ _____
15.11	Fiber optic connection	1	LS	\$ _____
15.12	Fencing	1	LS	\$ _____
15.13	Commissioning/demonstration	1	LS	\$ _____
15.14	Site and pavement restoration	1	LS	\$ _____
15.15	Site survey	1	LS	\$ _____
15.16	Archaeological monitoring	1	LS	\$ _____
15.17	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
16.	Nimitz Hill Waterline and PRSV			
16.1	Potholing	1	LS	\$ _____
16.2	Traffic control	1	LS	\$ _____
16.3	Abandonment of pipe	1	LS	\$ _____
16.4	Vault	1	LS	\$ _____
16.5	Vents	1	LS	\$ _____
16.6	6" PRSV	1	LS	\$ _____
16.7	Piping and connections	1	LS	\$ _____
16.8	Waterline replacement	1	LS	\$ _____
16.9	Service and waterline connection	1	LS	\$ _____
16.10	Commissioning/demonstration	1	LS	\$ _____
16.11	Site and pavement restoration	1	LS	\$ _____
16.12	Site survey for PRSV	1	LS	\$ _____
16.13	Archaeological monitoring	1	LS	\$ _____
16.14	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
17.	Latte Height PRSV			
	17.1 Potholing	1	LS	\$ _____
	17.2 Traffic control	1	LS	\$ _____
	17.3 Infill walls	1	LS	\$ _____
	17.4 Piping and connections	1	LS	\$ _____
	17.5 8" PRSV	1	LS	\$ _____
	17.6 8" meter	1	LS	\$ _____
	17.7 Electrical system	1	LS	\$ _____
	17.8 SCADA, instrumentation and controls	1	LS	\$ _____
	17.9 Fiber optic connection	1	LS	\$ _____
	17.10 Commissioning/demonstration	1	LS	\$ _____
	17.11 Site and pavement restoration	1	LS	\$ _____
	17.12 Valve vault hatch replacement	1	LS	\$ _____
	17.13 Fence fabric and gate replacemen	1	LS	\$ _____
	17.14 ACP disposal	1	LS	\$ _____
	17.15 Site survey	1	LS	\$ _____
	17.16 Archaeological monitoring	1	LS	\$ _____
	17.17 Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
18.	Hawaiian Rock PRSV			
	18.1 Potholing	1	LS	\$ _____
	18.2 Traffic Control	1	LS	\$ _____
	18.3 Abandonment of pipe	1	LS	\$ _____
	18.4 Vault	1	LS	\$ _____
	18.5 Vents	1	LS	\$ _____
	18.6 16" PRSV	1	LS	\$ _____
	18.7 16" meter	1	LS	\$ _____
	18.8 Piping and connections	1	LS	\$ _____
	18.9 Electrical system	1	LS	\$ _____
	18.10 SCADA, instrumentation and controls	1	LS	\$ _____
	18.11 Fiber optic connection	1	LS	\$ _____
	18.12 Fencing	1	LS	\$ _____
	18.13 Commissioning/demonstration	1	LS	\$ _____
	18.14 Site and pavement restoration	1	LS	\$ _____
	18.15 Site survey	1	LS	\$ _____
	18.16 Archaeological monitoring	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
19.	Mangilao Tanks Meter Vault			
	19.1 Potholing	1	LS	\$ _____
	19.2 Traffic control	1	LS	\$ _____
	19.3 Check valve vault	1	LS	\$ _____
	19.4 Meter vault	1	LS	\$ _____
	19.5 Vents	1	LS	\$ _____
	19.6 12" check valve	1	LS	\$ _____
	19.7 10" meter	1	LS	\$ _____
	19.8 12" meter	1	LS	\$ _____
	19.9 Level control valve and piping	1	LS	\$ _____
	19.10 Sensing line	1	LS	\$ _____
	19.11 Outlet pipe connections to tanks	1	LS	\$ _____
	19.12 Piping and connections	1	LS	\$ _____
	19.13 Control building	1	LS	\$ _____
	19.14 Electrical system	1	LS	\$ _____
	19.15 SCADA, instrumentation and controls	1	LS	\$ _____
	19.16 Commissioning/demonstration	1	LS	\$ _____
	19.17 Site and pavement restoration	1	LS	\$ _____
	19.18 Site survey	1	LS	\$ _____
	19.19 Archaeological monitoring	1	LS	\$ _____
	19.20 Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____
20.	Volcano PRSV:			
	20.1 Potholing	1	LS	\$ _____
	20.2 Traffic control	1	LS	\$ _____
	20.3 Abandonment of pipe	1	LS	\$ _____
	20.4 Vault	1	LS	\$ _____
	20.5 Vents	1	LS	\$ _____
	20.6 8" PRSV	1	LS	\$ _____
	20.7 8" meter	1	LS	\$ _____
	20.8 Piping and connections	1	LS	\$ _____
	20.9 Electrical system	1	LS	\$ _____
	20.10 SCADA, instrumentation and controls	1	LS	\$ _____
	20.11 Fencing	1	LS	\$ _____
	20.12 Commissioning/demonstration	1	LS	\$ _____
	20.13 Site and pavement restoration	1	LS	\$ _____
	20.14 Site survey	1	LS	\$ _____
	20.15 Archaeological monitoring	1	LS	\$ _____
	20.16 Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Item No.	Description	Quantity	Unit	Extended Amount
21.	Pago Bay PRSV:			
21.1	Potholing	1	LS	\$ _____
21.2	Traffic control	1	LS	\$ _____
21.3	Abandonment of pipe	1	LS	\$ _____
21.4	Vault	1	LS	\$ _____
21.5	Vents	1	LS	\$ _____
21.6	16" PRSV	1	LS	\$ _____
21.7	16" meter	1	LS	\$ _____
21.8	Piping and connections	1	LS	\$ _____
21.9	Electrical system	1	LS	\$ _____
21.10	SCADA, instrumentation and controls	1	LS	\$ _____
21.11	Commissioning/demonstration	1	LS	\$ _____
21.12	Site and pavement restoration	1	LS	\$ _____
21.13	Site survey	1	LS	\$ _____
21.14	Archaeological monitoring	1	LS	\$ _____
21.15	Biological survey	1	LS	\$ _____
	Subtotal	1	LS	\$ _____

Table A Base Bid Subtotal \$ _____

TOTAL BASE BID PRICE FOR THE BID SCHEDULE

For the lump sum of
 \$ _____
 (Price in Figures)

 (Price in Words)

This Contract will be awarded to the lowest responsive and responsible bidder based on the total Base Bid Schedule. Determination of the lowest responsive and responsible bidder will be in accordance with the provisions of the Bid Documents.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of _____.
 - B. List of Proposed Major Suppliers;
 - C. Required Bidder Qualification Statement with Supporting Data; and

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT B

Revised Section 00520

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

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

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

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

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Contract Times: Days

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

3.03 Liquidated Damages

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

3.04 Special Damages

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

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

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

ARTICLE 4 – CONTRACT PRICE

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

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

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

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

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

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

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

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

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

5.02 Progress Payments; Retainage

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

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

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

5.03 Final Payment

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

ARTICLE 6 – INTEREST

6.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 64, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. The Drawings listed on the attached sheet index.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

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

9.05 Contractor's Certifications

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

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

9.06 Other Provisions

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

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

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

OWNER:

CONTRACTOR:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

By: _____

Title: General Manager

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

License No.: _____

(where applicable)

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

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

CERTIFIED FUNDS AVAILABLE:

APPROVED AS TO FORM:

By: _____

By: _____

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

THERESA G. ROJAS, Esq.
GWA Legal Counsel

Date: _____

Date: _____

Contract Amount: \$ _____

ENGINEERING DEPARTMENT APPROVAL:

Amount Certified: \$ _____

Funding Source: _____

By: _____

JEANET BABAUTA OWENS, P.E.
GWA Assistant General Manager, Engineering

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

TECHNICAL DATA

ARTICLE 1-WORK

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

1. GWA Pressure Zone Realignment

1.02 The Project is generally described as follows: **Pressure Zone Realignment Phase II Construction;**
GWA Project Number: W18-001-BND.

Article 2-ENGINEER

2.01 The part of the Project that pertains to the Work has been designed by GHD, Inc.

2.02 The Owner has retained _____ as the project designer. The duties and responsibilities of _____ as the project designer include _____.

2.03 The Owner will provide a Construction Manager (“Resident Project Representative”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT TIMES

3.02 Contract Times: Days

- A. The Work will be substantially completed within the following days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:
- B. The Work for the **Pressure Zone Realignment Phase II Construction** will be substantially completed within ~~580~~ **730** calendar days from Notice to Proceed issuance as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~640~~ **790** days after the date when the Contract Times commence to run.
- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 [event & date/days] NA
 - 2. Milestone 2 [event & date/days] NA
 - 3. Milestone 3 [event & date/days] NA

3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof

allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$3,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$3,000** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **\$ NA** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

EXHIBIT C

Revised Section 00800

SUPPLEMENTARY CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

Below are additions AND/OR amendments to the list of definitions provided within Section 0700 General Conditions, Paragraph 1.01.A. The following additions AND/OR amendments items may not appear in the proper alphabetical positions as if included under the General Conditions. The proper numerical OR alphabetical position for the purposes of this supplement shall be re-set here and set forth below. items in their proper alphabetical positions;

SC-1.01 Amend definition no. 32 Resident Project Representative in Paragraph 1.01.A and replace with the **following definition:**

Resident Project Representative – The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

Add to the list of definitions in Paragraph 1.01.A by inserting the following:

Archaeological Monitoring and Data Recovery Plan (AMDRP) – The plan prepared for Owner regarding archaeological monitoring and data recovery at the Site and containing methods and protocols that will be followed during the construction phase, including inadvertent discovery of cultural and/or archaeological resources.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.A and 2.01.B in their entirety and insert the following in their place:

- A. **Bonds: The Contractor shall within 15 days after receipt of the Notice of Intent to Award, deliver to Owner such bonds as Contractor may be required to furnish. Upon review and approval, Owner shall issue the Notice of Award decision and furnish 2 unexecuted counterparts of the Agreement to Contractor for signature. Contractor shall return executed contracts to the Owner within 5 working days. (This section also supplements Article 20 and Article 21- of Instructions to Bidders).**
- B. **Evidence of Contractor’s Insurance: Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

SC-2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A to read as follows:

Owner shall furnish to Contractor (2) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 3 – DOCUMENTS, INTENT, REQUIREMENTS, REUSE

Insert the following immediately after Paragraph 3.05.B:

SC-3.06 Variation of Contract Clauses

- A. Pursuant to 5 GCA 5350(d) and 2 GAR 5106 (2), the GWA General Manager has made a written determination to accept and adopt the contract clause modifications set forth by the EJCDC and herewith replace those set forth in 2 GAR 5106 (3, 4, 5, 6, 7, 8, 9, 10, 11 and 12). Please also see Guam Consolidated Commission on Utilities Resolution 52-FY2016.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Delays in Contractor's Progress

SC-4.05 Delete Paragraphs 4.05.C.1 and 4.05.C.2 of the General Conditions and replace with the following paragraphs:

1. Severe and unavoidable natural catastrophes such as fires, floods, typhoon, epidemics and earthquakes;
2. Adverse weather conditions. Adverse weather delays shall be based on the National Oceanic and Atmospheric Administration's (NOAA) historical monthly averages for days with precipitation, using a nominal 30-year, greater than .5 (1/2) inch amount parameter, as indicated on the Station Report for the NOAA location at GIAA Tiyan, Guam. The NOAA historical data will be used as the basis for establishing the number of anticipated non-workdays for each month due to adverse weather. If the number of actual adverse weather delay days exceeds the number of days anticipated for the month in which the delay occurs, only those excess days will be excused as a lost workday due to weather. A lost workday due to weather conditions is defined as a day in which the Contractor cannot work at least 50 percent of the day on the impacted activity.

The following anticipated rain days are extrapolated from the NOAA Summary of Monthly Normals taken at the Guam International Airport from 1981 through 2010. These numbers represent approximately 71.2 % of the total average days of precipitation of .5" or more on a monthly basis over a 30-year period. The 71.2 percentage allowing for working weekdays only.

January	2 days
February	2 days
March	1 day
April	1 day
May	2 days
June	3 days
July	5 days
August	7 days
September	7 days

October	5 days
November	4 days
<u>December</u>	<u>2 days</u>

Total annual days 41

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. [No subsurface reports available]

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following subparagraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor’s Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations OR unless the project is considered high-risk or has special considerations that would warrant increased coverage:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and

6.03.A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>2,000,000</u>
Bodily injury by disease, aggregate	\$ <u>4,000,000</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>2,000,000</u>
Bodily injury by disease, each employee	\$ <u>2,000,000</u>
Bodily injury/disease aggregate	\$ <u>4,000,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ <u>N/A</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>4,000,000</u>
Products - Completed Operations Aggregate	\$ <u>4,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>2,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>
[or]	
Combined Single Limit of	\$ <u>2,000,000</u>

4. Excess or Umbrella Liability:
- | | |
|-------------------|---------------------|
| Per Occurrence | \$ <u>2,000,000</u> |
| General Aggregate | \$ <u>4,000,000</u> |
5. Contractor's Pollution Liability:
- | | |
|-------------------|--------------------------------|
| Each Occurrence | \$ <u>2,000,000</u> |
| General Aggregate | \$ <u>2,000,000</u> |



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:
7. Contractor's Professional Liability:
- | | |
|------------------|---------------------|
| Each Claim | \$ <u>2,000,000</u> |
| Annual Aggregate | \$ <u>4,000,000</u> |

SC-6.05 *Property Insurance*

SC-6.05. Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

14. be subject to a deductible amount of no more than \$10,000 for direct physical loss in any one occurrence.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02 Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 8:00 AM to 5:00 PM.
2. Owner's legal holidays are those declared by the Governor of Guam each year.

Add the following new paragraph immediately after Paragraph 7.02.B:

- C. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

Add the following new paragraph immediately after Paragraph 7.02.C:

- D. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded

under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Add the following new paragraph immediately after Paragraph 7.02.D:

E. Contractor shall comply with the Administrative and Programmatic Conditions and requirements of the US Environmental Protection Agency State Revolving Fund Grant Program.

1. Refer to the following attachments:

Attachment 1 – USEPA Grant Administrative and Programmatic Conditions

SC-7.08 Permits

SC 7.08 Add a new paragraph immediately after Paragraph 7.08.A:

B. The following permits and clearances shall be obtained and paid for by the Contractor from the Guam Department of Public Works and all other utility entities on Guam:

1. Clearing and Grading Permit.
2. Building Permit.
3. Highway Encroachment Permit.
4. Utility Clearances.
5. Other Permits and Clearances As Required.

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. GWA is exempt from payment of sales and compensating use taxes of the Territory of Guam.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS: CHANGES IN THE WORK

SC-11.04 *Change of Contract Price*

- SC 11.04** Add the following immediately after the last sentence of Subparagraph 11.04.B.3:
- The basis of an adjustment under this paragraph may include at the request of GWA, cost and pricing data pursuant to 2 GAR § 3118 and will also be subject to 2 GAR § 5107 Fiscal Responsibility.

ARTICLE 12 – CLAIMS

SC-12.01 *Mediation*

- SC 12.01** Remove the entirety of Paragraph 12.01.D.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.03 *Unit Price Work*

- SC 13.03** Delete Paragraph 13.03.E in its entirety and insert the following in its place:
- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 10% percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more

than **25%** percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

SC 15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

Insert the following immediately after Paragraph 17.01.B:

SC-17.02 Mediation, Decision and Action

- A. All claims or controversies subject to final resolution under this Article will be submitted to mediation in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to mediate is authorized under 5 GCA §5427 (b) and 2 GAR §9103 (a)(1). The parties shall each pay one-half of the mediation expenses.
- B. In the event the matter or controversy is not resolved through mediation, the GWA General Manager shall, after written request by the Contractor for a final decision, issue a written decision within 30 days. A copy of the decision shall be immediately transmitted to the Contractor by a method that provides evidence of receipt.
- C. Any such decision shall be final and conclusive unless the Contractor files an appeal with the Guam Office of Public Accountability (“OPA”) after receipt of the decision. In the event the dispute is not resolved by the OPA, the Contractor may seek redress through the Guam Government Claims Act and/or the Guam Superior Court.

ARTICLE 18 – MISCELLANEOUS

SC-18.07 Controlling Law

SC 18.07 Delete Paragraph 18.07.A in its entirety and insert the following in its place:

A. This Contract is to be governed by the laws of the Territory of Guam.

Insert the following immediately after Paragraph 18.08.A:

SC-18.09 Incorporated Guam Procurement Law Clauses

A. Contractor hereby warrants:

- 1. that it will abide by 5 GCA §5630 prohibiting gratuities kickbacks and favors in relation to the solicitation and execution of this Contract.**
- 2. that it has not retained any person or entity to solicit or secure this Contract, or paid a contingent fee, commission or brokerage fee as proscribed in 5 GCA §5631(a).**
- 3. that it has not knowingly influenced a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 and in Chapter 11 of the Guam Procurement Regulations.**
- 4. that no person, providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter of Title 9 GCA or any offense as defined in Article 2 of Chapter 28, Title 9 GCA; and should any person providing services on behalf of the Contractor be convicted during the course of this Contract, such person shall be immediately removed from GWA projects and GWA will be informed of the conviction within twenty-four (24) hours.**
- 5. that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act.**

END-OF-DOCUMENT

USEPA SRF Grant Administrative and Programmatic Conditions

(Verbatim from SRF M98T48323 Notice of Award. Copy of complete document may be provided upon request)

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to September 30 of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than December 30 of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions can be found at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) currently, set at \$250,000 (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: GrantsRegion9@epa.gov, phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

- a. EPA will be substantially involved in overseeing and monitoring this cooperative agreement. Involvement includes, but is not limited to, providing programmatic monitoring by reviewing, commenting, and/or providing prior approval of specific work plan activities, project phases and their associated costs. The recipient agrees to have conference calls, in-person meetings, and other communications as necessary with EPA to discuss the status of progress on each of the relevant tasks or projects currently being worked on.
- b. EPA and the U.S. Government Accountability Office or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- c. The recipient agrees to submit quarterly project performance and progress reports to the EPA Project Officer beginning three months after initiation of the agreement that include brief information, for each individual project covered under this grant, on each of the following areas: 1) a comparison of actual accomplishments to the objectives established in the assistance agreement work plan for the period. Where the output of the project can be quantified, a computation of the cost per unit of output must be provided if requested by EPA; 2) the reasons for slippage if established objectives were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs. The quarterly progress reports shall also include a written report on all tasks currently in progress and planned for the next quarter. The quarterly reports shall be due fifteen (15) days following the end of the quarter. Quarters shall be defined as January-March, April-June, July-September and October-December.
- d. The recipient agrees that it will expeditiously initiate and complete the project work for

which assistance has been awarded under this agreement in a timely manner and in accordance with all applicable provisions of 2 CFR 200 and 1500, applicable provisions of 40 CFR 35.2000-2350, and applicable EPA policies. The recipient warrants, represents, and agrees that it and its contractors, subcontractors, employees, and agents will comply with: (1) all applicable provisions of 2 CFR 200 and 1500, applicable provisions of 40 CFR 35.2000-2350, and applicable EPA policies; and (2) any special conditions set forth in this assistance agreement or any assistance amendment.

e. For projects that will be funded by this award, the recipient shall submit a Project Implementation Plan (PIP) for EPA review and approval. The PIP shall include a brief project description, a schedule, deliverables and estimated budget for the project. Upon approval of the PIP by the Project Officer, the recipient may proceed with implementation of the project. The Guam Environmental Protection Agency (GEPA) shall be sent a courtesy copy of the PIP subsequent to EPA approval.

f. The recipient shall submit project specific Invitations for Bid, Requests for Proposals, Scope of Works and/or Plans and Specifications (P&S), as appropriate, to the EPA Project Officer for review and comment prior to advertising for proposals or bids for projects under this award.

g. For projects described in the work plan that include performance of data collection, a Quality Assurance (QA) Plan, or other comparable document covering QA activities, must be prepared. The recipient should consult with the EPA Project Officer to determine what type of QA documentation would be most appropriate and what QA guidance should be followed. The QA Plan must be approved by the EPA Project Officer, and possibly the Region 9 Quality Assurance Manager, before measurement activities are undertaken.

h. All procurement actions under this grant shall follow the recipients Procurement Requirements, and shall be performed in accordance with 2 CFR 200 and 1500, and 40 CFR 35.2105. Recipient must also ensure that every purchase order or other contract includes any clauses required by Federal statutes, regulations, and Executive Orders.

i. The recipient shall submit to the EPA Project Officer a copy of the bid tabulations and award recommendation for the project for review and Approval to Award the contract.

j. For each project described in the work plan, the recipient shall submit to the EPA Project Officer a copy of the signed contract(s), the contractor's name, contractor's work plan or critical path project schedule.

k. For each project described in the work plan, the recipient shall notify the EPA Project Officer and GEPA before contracted field work begins, to allow oversight inspection and to ensure that work is conducted in accordance with the approved scopes of work, specifications, and schedules. The recipient shall be available during the active stages of the project to ensure the project progresses in a timely manner and on a continuous basis.

l. For each infrastructure construction project described in the work plan, the recipient shall prepare up-to-date "as-builts" of the project and submit copies to the EPA Project Officer upon completion of the project.

m. Under the Automated Standard Application for Payments (ASAP) advance payment method, the recipient agrees to draw cash only as needed for its disbursement. The recipient

agrees to submit Payment Requests using Form SF271-103 for each respective project covered by the payment request for review and approval to the EPA Project Officer prior to drawdown of funds. The Payment Request must be supported with sufficient documentation to support costs being requested for each respective project. Upon approval by the Project Officer, the recipient may submit a drawdown request for the approved payment request amount. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis. For each payment drawdown, the recipient shall provide a copy of its ASAP Payment Transaction Confirmation to the Project Officer.

n. For force account work, GWA employees must be on the payroll in order to be reimbursed for their work on projects. The payroll records must show the pay period, employee name, job classification, number of hours worked each day, total hours worked for the pay period, rate of pay (regular and overtime), and total earnings. The records must also show which project the employee worked on each day and if he/she worked on more than one project in a single day. Claims for labor must be documented for each project individually.

o. For each respective project included in this grant, **no payment beyond 90% of the project costs shall be made until the O&M manual has been approved.**

p. For each project described in the work plan that involves drinking water or wastewater assessments, modeling, or studies the recipient shall submit a copy of a draft work product for review and a final work product upon completion of the project to the EPA Project Officer.

q. Pursuant to 40 CFR 35.2204, minor changes in the project work that are consistent with the objectives of the project and within the scope of the grant agreement do not require the execution of a formal grant amendment before the recipient's implementation of the change. However, the amount of the funding provided by the grant agreement may only be increased by a formal grant amendment. The recipient must obtain EPA written approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

r. The recipient must obtain EPA written approval for Change Orders that increase contract costs for amounts greater than \$10,000. Change Order requests must follow acceptable guidelines for submission of documentation to make an eligibility determination.

s. Prior written approval is required for all budget category transfers from non-construction to construction or vice-versa or within such categories, and for requests for no-cost extensions.

t. The recipient shall notify the EPA Project Officer at any point in time should any significant developments arise that might alter or delay the project, as soon as the recipient becomes aware of such developments.

u. The Recipient shall provide a draft plan of operation covering at least five years for all projects funded by this grant. The draft plan of operation shall address development of operation and maintenance manuals; and an adequate budget for operations, staffing, route maintenance, and replacement costs. The plan of operation must be finalized and implemented (as applicable) prior to the completion of the grant funded projects. The draft Plan of Operation shall be submitted at 75% of expenditure of grant funds.

ATTACHMENT 1

v. Pursuant to 40 CFR 35.2218, for each infrastructure construction project funded under this award, the recipient shall notify the EPA Project Officer in writing of the actual date of initiation of operation.

w. On the date one year after the initiation of operation of the project, the recipient shall certify to the EPA Project Officer whether the project meets the project performance standards. If the EPA Project Officer or the recipient concludes that the project does not meet the project performance standards, the recipient shall submit the following: (1) A corrective action report which includes an analysis of the cause of the project's failure to meet the performance standards (including the quantity of infiltration/inflow proposed to be eliminated), and an estimate of the nature, scope and cost of the corrective action necessary to bring the project into compliance; (2) The schedule for undertaking in a timely manner the corrective action necessary to bring the project into compliance; and (3) The scheduled date for certifying to the EPA Project Officer that the project is meeting the project performance standards. The recipient shall take corrective action necessary to bring a project into compliance with the project performance standards at its own expense.

x. This award may be terminated if any portion of the approved schedule for a project is not met.

y. The recipient must comply with Federal cross-cutting requirements as well as other applicable Federal laws. These requirements may include but are not limited to OSHA Worker Health and Safety Standards; the Uniform Relocation Act; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; Wetlands Protection; Coastal Zone Management Act; Clean Air Act; Permits required by Section 404 of the Clean Water Act; Executive Order 11246--Equal Employment Opportunity; Contract Work Hours and Safety Standards Act; Anti-Kickback Act; Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

z. For significant construction projects funded by the Agreement, the Recipient shall place a sign at the construction site displaying the EPA logo in a manner that informs the public that the project is funded in part or whole by the EPA. Recipient shall maintain the sign in good condition throughout the construction period. All costs associated with signage must be reasonable. The EPA logo may be obtained from the EPA grants office listed in this award document. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied by a statement indicating that the grantee received financial assistance from EPA for the project.

aa. The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this Agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) day notice.

bb. Cybersecurity:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

cc. Significant Changes

To determine if a postaward change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official.

In addition, the recipient must provide written notice to EPA's PO and Grant Specialist (GS) of proposed transfers of funds of among direct budget categories, programs, functions and activities or transfers that change amounts budgeted for indirect costs, pursuant to the "Transfer of Funds" General Term and Condition. If the PO determines that a proposed transfer of funds significantly changes work plan commitments, the recipient must consult with the PO and obtain written approval by the EPA Award Official prior to making the transfer of funds. All transfers must be reported in required performance reports.

END OF DOCUMENT