



Office of the Attorney General

Elizabeth Barrett-Anderson

Attorney General of Guam

Civil Litigation Division

590 S. Marine Corps Drive

Tamuning, Guam 96913 • USA

(671) 475-3324 • (671) 472-2493 (Fax)

www.guamag.org

Attorneys for the Government of Guam

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FILE NO OPA-PA: 15-009

**THE OFFICE OF PUBLIC ACCOUNTABILITY
HAGÁTÑA, GUAM**

In the Appeal of:)
)
KORANDO CORPORATION,)
)
Appellant,)
)
and)
)
GUAM DEPARTMENT OF)
PUBLIC WORKS)
)
Purchasing Agency)
)
_____)

DOCKET NO. OPA-PA-15-009

**DEPARTMENT OF PUBLIC WORKS
REBUTTAL TO KORANDO
CORPORATION'S RESPONSE**

I. INTRODUCTION

The Department of Public Works ("DPW") submits its rebuttal to Korando Corporation's ("Korando") Notice of Appeal ("Korando's OPA Appeal") and Korando's Response to DPW's Agency Statement and Supplemental Agency Report ("Korando's Response").

TN15-1643

ORIGINAL

II. ARGUMENT

A. DPW's Termination of Korando was proper and was made in Good Faith.

DPW's Contracting Officer's (CO or DPW's Director) issuance of a July 10, 2015 Notice of Termination (the "Termination") on the Bile/Pigua Bridge Reconstruction Project DPW Project No. GU-NYH-NBIS (007) (Project) was proper and was fully made in good faith. See Exhibit A *DPW's Supplemental Report Director's Affidavit*. The basis' for DPW's Termination are addressed in Subsections B and C herein and clearly document that Korando regularly submitted incomplete submissions, failed to diligently perform work and failed or otherwise refused to comply with the Project Contract's (Contract) terms and conditions.

B. Korando Needs to Comply with Contract Procedures when Submitting Claims.

Korando's claim delay in excess of Two Hundred and Forty Eight (248) days was fabricated post Termination and is not supported by the facts, which Korando inasmuch acknowledged in writing. Indeed any delay claim has to start with how and to what extent contractor "diligently" pursued completion of the Contract. As discussed herein, it is abundantly clear that Koranda continually failed to perform the most basic of its contractual obligations in any meaningful way. It is possible that Korando may be entitled to some time delays however until such time as it submits a properly documented claim, DPW is unable to act.

Korando's first err was in failing to comply with Section 15.1 of the Instructions to Bidders that required that "Bidders shall visit the site and shall be responsible for having thoroughly ascertained conditions such as location, accessibility, availability of utilities, and general character of the site ..." See Exhibit A, *Instructions to Bidders (ITB)*, 15.1. Further Section 15.2 clearly placed Korando on notice that no additional compensation would be allowed due to contractors "misunderstanding or error regarding the site, the conditions thereof, accessibility, availability of

utilities ...” *Id.* While Korando claims that it was not able to observe the severe condition of the bridges until after the contract award it nonetheless attaches pictures to its Response that any high schooler would seemingly be able to take. See **Korando’s Response Exhibit 10**, *Photographs of Existing Bridges*.

While Korando has not yet proved to the government’s satisfaction that the Project bridges are structurally unsound, at least for purposes of completion of the Project, it was entitled under the Contract terms to choose an alternate means and methods of performing the work. This is what it did when it submitted its October 27, 2014 APP “critical submittal” (Korando’s Critical Submittal). See **Korando Response** at 12. The government speculates that Korando failed to obtain any quotes for the crane portion of the bridges work prior to submitting its proposal and did not properly estimate the actual cost. Korando’s Critical Submittal was thus a cost saving measure. As DPW’s interest is in completion of the Project at the cost and time contracted for the means and methods were up to Korando. Thus, it was agreeable in principle to Korando’s Critical Submittal only requiring that the Korando process a timely COP, which by definition would require a revised set of acceptable plans.

A number if not most of Korando’s assumptions that certain items were approved, are not correct. For example, Korando assumes that the three (3) month period from DPW’s March 11, 2014 Notice of Intent to Award (NOIA) and issuance of the Notice to Proceed (NTP) was because the “Government’s need to complete the acquisition of land for the right of way ...” is wrong. See **Exhibit B**, *March 11, 2014 Notice of Intent to Award*. As set forth in Section 10.1 (Right of Way Certification) of DPW’s Right of Way Procedures Manual, mandated pursuant to 23 C.F.R. § 710.201, DPW’s Director or designee must certify right of way (ROW) is available for construction prior to advertisement for bids. See **Exhibit C**, *Section 10.1 Right of Way*

*Certification. See also, **Exhibit D**, December 3, 2013 ROW Certification for the Project.* The three (3) month period following the NTP was unrelated to acquisition of ROW and instead is the general timeframe needed to secure all required signatures.

That Korando was not diligent is also evidenced in the time taken to obtain the Building Permit, which it was able to start processing immediately following DPW's March 11, 2014 Notice of Intent to Award (NOIA). See **Exhibit E**, *March 11, 2014 Notice of Intent to Award*. Korando's lack of effort to diligently perform and meaningfully work on the Project, is similar to its failure to obtain the Building Permit, which it didn't obtain until March 5, 2015, being only a few days short of twelve (12) months from delivery of the NOIA, and two (2) months following DPW issuance of DPW's January 5, 2015 Notice to Proceed. See **Korando's Response Exhibit 1**, *January 5, 2015 Notice to Proceed* and **Exhibit F**, *Korando's April 27, 2015 letter*. Korando's efforts in obtaining the Building Permit were so substandard that it failed to even retain an archaeological consultant until January 20, 2015, or fifteen (15) days after issuance of the NTP.

Korando also claims that it is entitled to a ninety (90) day delay due to unforeseen conditions related to limited work space in the Area of Potential Effect (APE), that is, limits of construction, and the archaeological permitting (i.e., SHPO clearance for the staging area). This is not true. Instead the Contract terms clearly state it was Korando's responsibility for ascertaining site conditions and contractor requirements for permitting and clearances and that: "No extra compensation will be made by reason of any misunderstanding or error regarding the site, the conditions thereof, accessibility, availability of utilities, or the amount of or kind of work to be performed." See **Exhibit G**, *Instructions to Bidders, 15.1 and 15.2. SCR 103.1 (Intent of Work)* further document that:

"The intent of the contract is to provide construction, completion and delivery of the facility described. *The precise details of performing the work*

are not stipulated except as considered essential for the successful completion of the work."

(Emphasis added).

Yet another unreasonable assumption by Korando is that its Recovery Plan (Submittal 155.055-01) was, "for all intent and purposes, accepted, and Korando was to proceed in accordance with the approved revised Recovery Plan." See **Korando's Response at 3**. Korando's Recovery Schedule submitted via its April 27, 2015 letter the temporary steel bridges being in place by June 26, 2015, or two (2) weeks prior to Termination. See **Response Exhibit 6** April 27, 2015 letter, Page 1 of Recovery Schedule. See also **Exhibit F** April 27, 2015 letter, Page 1 of Recovery Schedule. At that time of termination the temporary steel bridges were not in place and DPW's Termination was proper and made in good faith.

While additional examples could be cited, one of Korando's most obvious omissions was in failing to apply for a Change Order Proposal (COP) following submittal of Korando's Critical Submittal. See **Korando Response** at 12. There is no dispute that Korando's Critical Submittal materially altered the Contract specifications. As such, it was incumbent to upon Korando to submit a COP, request for amendment or similar document in a timely manner. If Korando had complied with the Contract requirements the COP would have been formally entertained by the CO. That no COP was submitted from October 27, 2014 to the date of termination July 10, 2015, a period of Two Hundred and Fifty Six (256) days, is incomprehensible.

It is also essential to understand the roles and responsibilities of the CO and that of the Construction Manager/Contract Inspector, which was Stanley Consultants, Inc. (Stanley and at times Mr. Marlowe, Stanley's Project CM). Under the parties contract Stanley had no authority to amend the terms and conditions of the Contract. SCR 104.02 states this in black and white and provides:

104.02 Authority of Inspectors. Inspectors are authorized to inspect all work including the preparation, fabrication, or manufacture of material for the project. The inspector is not authorized to alter or waive contract requirements, issue Instructions contrary to the contract, act as foreman for the Contractor, or direct the Contractor's operations."

See **Exhibit H**, *FP-03 Specifications subsection 104.2*.

The only individual authorized to approve a COP is DPW's Director, who is defined in the Contract as the government's official "with the authority to enter into, administer, and terminate contracts and ..." **Id.** *FP-03 Specifications subsection 101.04*.

Thus, even if Korando's Critical Submittal had been approved, which it wasn't, any work Korando performed would have been at its own risk. Not until a proper COP or contract modification was formally signed by Korando and DPW's Director would the Contract terms and conditions originally agreed to, be revised. Apparently, the fact that Mr. Marlowe repeatedly advised that proposed submissions that substantially deviated from the Contract and its documents required the formal written approval of DPW's Director is viewed by Korando as hindering the Project. See **Exhibit I**. DPW on the other hand views Mr. Marlowe's efforts like this as serving to facilitate completion of the Project. That Korando refused to comply with the Contract terms and conditions does not mean DPW or Stanley interfered with its efforts.

Assuming again that the government caused any delays, which it didn't, Korando, by definition, is barred from asserting such until such time it was able to perform (i.e., has obtained a Building Permit). This basic concept is acknowledged by Korando in its April 27, 2015 letter to DPW's Director that reads:

"But this account, with the release/clearance of the building permit only March 5, 2015, this should be the reckoning date of the contract start of work and this brings us to 15 days of delay to this writing."

Exhibit F.

While DPW has denied Korando's delay claims too date it remains willing and to consider such in good faith and will do so as soon as Korando submits a formal request that complies with the parties agreed to Contract terms and conditions.

B. DPW's Termination of Korando was Proper and was made in Good Faith.

A presumption exists that government official's act in good faith. *See, e.g., Am-Pro Protective Agency v. United States, No. 98-940C, slip op. (Feb. 2, 2001) (stating "for almost 50 years this court and its predecessor have repeated that we are "loath to find to the contrary [of good faith]"); Knotts v. United States, 128 Ct.Cl. 489, 492, 121 F.Supp. 630 (1954) (stating "we start out with the presumption that the official acted in good faith"); Torncello, 681 F.2d at 770 (stating "the government ... is assumed always to act in good faith, subject only to an extremely difficult showing by the plaintiff to the contrary") (emphasis added); Librach, 147 Ct.Cl. at 612 (stating that "clear evidence to the contrary" is necessary to overcome the presumption in favor of the government). Thus, given the high burden of proof necessary to overcome the presumption of good faith, and given Korando's failure to diligently pursue the Building Permit, failure to hire an Archeologist in a timely manner, failure to submit mandatory COP's for its "critical submittal" and other submittals, etc., tend to render Korando's theory that the termination was pretextual implausible.*

Appellant claims that "Korando took a proactive position on the electrical power line issue, initiating contact and discussions with GPA to find a solution. ... Korando prepared and submitted preliminary plans for GPA's approval. The preliminary plans were submitted to Stanley and it was reviewed and the notation of "'EAN'" was given as noted in the Submittal Log dated April 28, 2015." *See **Korando's Response***, at 14. This claim is contradicted by a series of email exchanges

from Mr. Marlowe and Mr. Lynden Kobayashi of Parsons Brinkerhoff International Inc., which include the following:

Marlowe to Kobayashi, 6-10-15:

“Any change of the electrical plan would need to be designed by a Guam registered professional engineer and be approved by GPA, designer of record, DPW, PMT and FHWA. It would also need a change order to modify the contract.”

Marlowe to Kobayashi, 6-10-15:

“Confirming our conversation this afternoon – You told me that you spoke to GPA engineering and they have not discussed an underground power line with anyone from Korando. I spoke to Ruel from Korando after our call. He informed me that Nats Catolos of BBR has been dealing with Arthur Manglona of GPA.”

Can you arrange a meeting between GPA, DPW, PB, PTG, and Stanley Consultants as soon as possible? We need to figure out what is going on and what we can do to expedite the project.

I have attached a drawing that Korando submitted when they first proposed putting power underground. We told them they needed to show GPA approval, plans prepared by a Guan registered engineer and a change order proposal. *This is all they have submitted.*” (Emphasis added).

See, **Exhibit J**, *Marlowe/Kobayashi Emails*.

It is DPW’s position that the above exchange more accurately portrays each party’s actions and efforts under the Contract. When submitting the electrical proposal Korando’s plans were subpar and incomplete, with it and/or the above referenced BBR, apparently not having any meaningful discussions with GPA. With the submission Korando continued its practice of ignoring Mr. Marlowe’s advice that a COP or formal change order was needed to modify the Contract. See **Exhibit K**, *May 5, 2015 Letter from DPW to Korando*. With respect to DPW and Stanley the exchange not only fails to support Korando’s claim that they acted “pretextual and in bad faith” but instead demonstrates just the opposite, that DPW and Mr. Marlowe were trying to *expedite the*

project and, owing to Korando's failure to do so, tried to be pro-active in trying to schedule a meeting of the necessary parties.

In closing, at the time DPW's Director decided to terminate Korando it had: 1) completed less than one percent (1%) of the Project's permanent work; 2) taken nearly an entire year to obtain a Building Permit; 3) failed to retain an archaeological consultant until January 20, 2015, that being after issuance of the NTP; 4) claimed time extensions but failed or otherwise refused to submit the supporting documentation required by the Contract; 5) failed or refused to submit documents necessary to properly review a new electrical plan, which also required a COP, written change order or written amendment to the Contract; 6) still failed to commence any meaningful work on the Project. The record supports a finding that Korando failed to diligently pursue work on the Project from the first day through the date of DPW's termination. Thus, a plethora of reasons and justifications existed for DPW's Director to terminate Korando. See **Agency Report** at 2; **Exhibit F, Korando's April 27, 2015 letter**; Considering the high burden of proof necessary to overcome the presumption that the Director acted in good faith the only finding possible is that Korando was properly terminated.

D. Korando Has Always, and Remains Willing to Consider a Properly Filed Time Extension.

DPW has never disputed that it is on notice of certain Korando claims, such as its request(s) for a time extension. Nor has it ever claimed that Korando waived its right to make a claim. The cases cited by Korando in its Response, in general, but involve cases where a contractor failed to provide a formal written notice, which were the basis for denial of claims. See **Korando's Response at 20-24**. See, *Hoel-Steffen Const. Co. v. United States*, 456 F.2d 760 (Ct. Cl. 1972) (denial of certified claim submitted after the project was complete); *Davis Decorating Service*,

A.S.B.C.A. No. 17342, 73-2 B.C.A. ¶10107, 1973 WL 1617 (A.S.B.C.A. 1973)(failure of contractor to offer timely written notice not fatal to appeal). The cases cited do not stand for the proposition that the government cannot require a contractor to comply with contract requirements in order that the government can properly analyze the claims(s). For example, it is axiomatic that no time extensions are issued for non-critical path items. See **Exhibit L**, Section 108.03 of FP-03. As soon as Korando submits a properly documented claim(s), as such is defined in the Contract, DPW will review it in a timely manner.

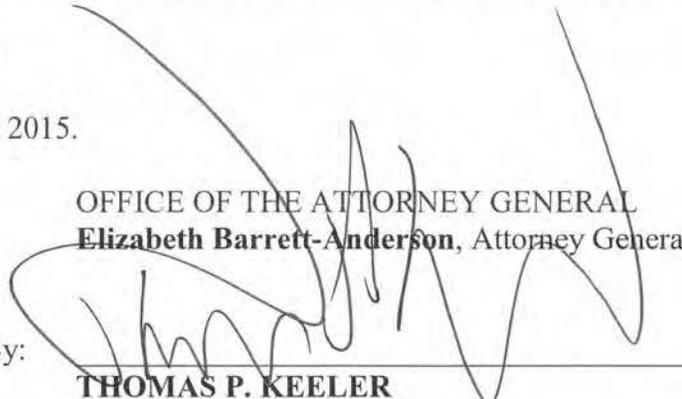
III. CONCLUSION

DPW acted in good faith with the record documenting that it clearly met its threshold burden of proof. DPW respectfully requests that the OPA confirm that the Termination was proper and dismiss Korando's Appeal.

Dated this 26th day of October, 2015.

OFFICE OF THE ATTORNEY GENERAL
Elizabeth Barrett-Anderson, Attorney General

By:



THOMAS P. KEELER
Assistant Attorney General

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Exhibit A

Government in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bonds within twenty-one (21) days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Government for the full amount of the guarantee as representing the damage to the Government on account of the default of the bidder.

A bid guarantee, if submitted in the form of a bid bond, shall be signed by the bidder, two major officers of the Surety and the Resident General Agent, and shall be accompanied by a copy of a current Certificate of Authority to do business in Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf.

Bid guarantees, other than bid bonds, will be returned to:

- a. unsuccessful bidders within 3 days after the opening of bids, except for the second and third lowest bidders.
- b. the second and third lowest bidders within 30 days after the successful bidder has executed the required contract documents.
- c. the successful bidder within 48 hours upon satisfactory execution of the contract documents.

15. ADDITIONAL BIDDER RESPONSIBILITIES

- 15.1 Bidders shall visit the site and shall be responsible for having thoroughly ascertained pertinent conditions such as location, accessibility, availability of utilities, and general character of the site, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.
- 15.2 No extra compensation will be made by reason of any misunderstanding or error regarding the site, the conditions thereof, accessibility, availability of utilities, or the amount or kind of work to be performed.
- 15.3 If, in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from the conditions usually inherent in work of the character shown and specified, the attention of the Contracting Officer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon his own observation of such conditions, the Contracting Officer shall promptly make such changes in the drawings and specifications as he finds necessary to conform to the different conditions.

16. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, on the form provided with the bid form, certifying to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid. Failure by the bidder to submit affidavit of non-collusion shall result in the rejection of his bid.

17. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSION:

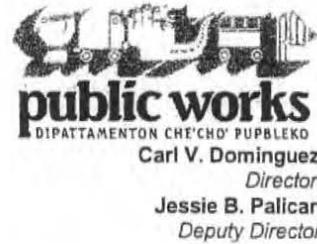
As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an affidavit executed under oath that lists the name and address of any

Exhibit B



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



March 11, 2014

Mr. Byong Ho Kim
President
KORANDO Corporation
P.O. BOX 20538 GMF
Barrigada, Guam 96921

Reference: **BILE / PIGUA BRIDGE REPLACEMENTS**
Project No. GU-NH-NBIS(007)
NOTICE OF INTENT TO AWARD

Dear Mr. Kim:

This is to inform you that the Government accepts your bid in the amount of **\$3,665,559.00** for referenced project as the lowest responsible and responsive bid. Pursuant to the provisions of the bid documents, please submit the following within twenty one (21) days in order to process the contract:

- (a) Signed Formal Contract
- (b) Performance and Payment Bond, 100% of the bid amount
- (c) Revenue and Taxation Clearance – Issued by the Guam DRT Collection Branch
- (d) Insurance Coverage, See Section 107.05, Responsibility for Damage Claims (Include all necessary insurance endorsements)
- (e) Contractor's License

This letter is neither a contract, nor an award of a contract, nor a commitment of the government to proceed with the work. No expenditures of any kind may be incurred or are authorized under this notice until such time a contract is mutually agreed upon and signed by all parties including the Governor of Guam. Further, no contract is binding until the Governor of Guam affixes his signature on the said contract and only upon then shall official notice of award and notice to proceed with the work be issued.

If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator, Highways (Horizontal) Engineering & Maintenance, Division of Highways at 649-3128.

Sincerely,

Carl V. Dominguez
for
CARL V. DOMINGUEZ

Enclosures

SFB/JRB:pcmf3

Sign Bpw-Highways Copy

ACKNOWLEDGMENT RECEIPT	
NAME:	<i>Ulf CHRISTOPHER</i>
DEPT./COMPANY:	
DATE:	<i>3/17</i>
TIME:	<i>9 AM</i>
SIGNATURE:	<i>[Signature]</i>

Thanks!

c

Exhibit C

Section 10.1

RIGHT OF WAY CERTIFICATION

PURPOSE

The purpose of this section is to establish the process the Guam Department of Public Works, Office of Right of Way (Department) must follow for right of way project certifications.

AUTHORITY

23 CFR, 635.309(b)(c)(g)(h)&(p)

SCOPE

The principal users of this document are Department of Public Works Office of Right of Way employees and those persons contracted by the Department to perform parcel acquisition and management functions.

REFERENCES

Right of Way Manual Chapter 8.2, Right of Way Clearing
Right of Way Manual Chapter 8.7, Asbestos Management

FORMS

10.1-1 Right of Way Certification
10.1-2 Right of Way Certification with exception(s)

DEFINITIONS

Buildable Segment: A segment of a project on which right of way activities are sufficiently complete to allow construction to commence on that segment. Construction cannot interfere with the rights of property owners or tenants whose properties have not been acquired or who have not been relocated.

10.1.1 Certification for Construction

10.1.1.1 The Department must own and/or control all rights of way needed for construction of its projects. The Director Department of Public Works (DDPW) or designee must certify right of way is available for construction for all construction projects prior to advertisement for bids. **Form No. 10.1-1, Right of Way Certification**, shall be used to certify projects for construction when:

- (A) Title to all property and easements needed to construct the project, as designed, have vested in the Department as follows:
 - (1) The Department has obtained all private property and property rights needed for the project by conveyance, court order, or construction and maintenance easement;
 - (2) Property or property rights owned by the Government of Guam agencies have been transferred to the Department or alternatively the Department has obtained a permit, lease, license, or other form of consent to construct its project;

- (3) Property or property rights owned by Federal agencies have vested in the Government of Guam pursuant to a conveyance or transfer.
- (B) All persons and businesses who were required to move or move personal property, if any, have been relocated from the project right of way in accordance with *Right of Way Manual, Section 7.1, Relocation Assistance Program and Section 7.2 General Relocation Requirements*;
- (C) All structures and/or improvements, if any, have been removed from the project right of way in accordance with *Right of Way Manual, Section 8.2, Right of Way Clearing*, or alternatively will be removed as part of the construction contract. This includes structures and/or improvements encroaching on existing right of way incorporated into the project; and
- (D) Asbestos abatement of buildings and/or structures to be removed by the construction contractor, if any, has been completed in accordance with *Right of Way Manual, Section 8.7, Asbestos Management*, or alternatively, will be included in the construction contract.

10.1.1.2 Prior to certification, the Department must conduct a diligent review to fulfill the requirements of **Section 10.1.1.1** have been met for right of way acquired for, and existing right of way incorporated into, the project being certified. Review shall include but is not limited to:

- (A) Review of right of way maps and construction plans to confirm necessary right of way is available for construction;
- (B) Field review of the project to confirm there are no remaining structures, encroachments or relocation issues;
- (C) Review of parcel and project files to confirm all necessary right, title and interests in the right of way have been obtained, relocation is complete, and asbestos abatement and demolition are complete or detailed in the construction contract; and
- (D) Review of any additional information available.

10.1.2 Certification Exceptions

10.1.2.1 The DDPW may approve exceptions to the requirements of **Section 10.1.1.1** on a case by case basis. When requesting an exception the Department of Public Works Right of Way Supervisor (DPWRS) shall provide the DDPW a detailed explanation of the circumstances requiring the exception on **Form Number 10.1-2, Right of Way Certification with exception(s)**. The DDPW or designee shall coordinate with FHWA as necessary and shall provide the DPWRS a response within **ten business days** after receiving the request.

Note: Exceptions needed solely to meet certification or production schedules, where project letting is not in jeopardy, are not allowed.

10.1.2.2 In unusual circumstances and in order to preserve the project letting date, the DDPW may authorize exceptions that extend beyond the letting date. Exceptions involving Federally funded construction projects also require approval by FHWA. Exceptions extending beyond the project letting must be cleared or removed prior to commencement of construction on the affected portion of the project

10.1.2.3 The DDPW shall notify the FHWA Manager, Federal Aid Management Office, when a certification exception is requested.

10.1.3 Certifications

10.1.3.1 Projects require an initial certification stating the status of the project right of way as of the advertisement date. For projects to be constructed entirely within existing right of way and/or right of way acquired for the project prior to letting, the certification shall be a certification for construction that complies with the requirements of **Section 10.1.1.1**. For projects requiring acquisition of right of way after letting, the certification shall contain a statement that all additional rights of way to be acquired for the project shall be acquired in compliance with **Section 10.1.2** and applicable Guam and Federal law.

10.1.3.2 Construction projects may commence before the project is fully certified for construction. However, construction must be restricted to buildable segments of the project as determined by the Department, FHWA on Federally funded projects and in some cases the contractor. Prior to construction, buildable segments must meet the conditions for right of way certification in **Section 10.1.1.1**. For each identified buildable segment, construction may commence when the DDPW has provided the contractor's project manager a "Right of Way Clear Letter" stating that right of way activities are complete and right of way is available for construction.

10.1.4 Certification Delivery

The Department shall include the Right of Way Certification for Construction in the project plans, specifications and estimates (PS&E) package. The Department shall also provide the DDPW a copy of the certification at or before the project letting.

HISTORY

Original Issue Date: January 2011.

Exhibit D



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY S. TENORIO
Lieutenant Governor



Carl V. Dominguez
Director
Jessie B. Palican
Deputy Director

ROW CERTIFICATION FOR CONSTRUCTION
(With Exceptions)

Project Name: Bile & Pigua Bridges Reconstruction & Widening
Project No.: GU-NH-NBIS(003)(004)
Location: Route 4, Merizo
Letting Date: December 3, 2013

The undersigned hereby certifies as Follows:

Title to all property and easements needed for the above construction project is vested in the Government of Guam. The Government of Guam has obtained sufficient authority to occupy, use, construct, and maintain the proposed improvements on property and easements owned by the Government of Guam except for Lots 151WEST-1, 150-3-1-1, 150-3-1-R1, 150-1-R1 and 150-3-4,(pending Right-to-Enter Agreement for construction easement), Lot 150-R3(pending condemnation) and lot 149-3 (pending acquisition). Further:

Acquisition

- Right of way was not required for this project.
- Right of way was acquired for this project in compliance with the applicable Guam and Federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in conformance with applicable Guam and Federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable Guam and Federal law or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor has been completed in compliance with Guam and Federal law, or will be included in the construction contract.

Exception(s) to the above statements and time frame(s) for the exceptions to be cleared or removed **(60) days** from December 2, 2013.

Certified by: _____
Title: **Carl V. Dominguez, Director**



Date: 12/2/13

JBlaz/CPlee


E

Exhibit E



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
CARL V. DOMINGUEZ
Director
JESSIE B. PALICAN
Deputy Director

March 11, 2014

IMCO General Construction, Inc.
Bldg. 173311, Room No. 16
Corsair Road, Tiyan, Guam 96913

RE: BILE / PIGUA BRIDGE REPLACEMENTS
Project No. GU-NH-NBIS(007)

Gentlemen:

This is to inform you that the referenced project will be awarded to **KORANDO Corporation**, the lowest responsive and responsible bidder. Enclosed is your original bid document submitted for the project.

Thank you for your interest. We hope that you will continue to participate in all Government related highway projects in the future.

If you have any questions, please call Mr. Joaquin R. Blaz, Acting Program Administrator, Highways (Horizontal) Engineering and Maintenance, Department of Public Works at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor, Contracts, Design and Analysis Section (CDAS), Division of Highways, Department of Public Works at (671) 649-3130.

Sincerely,

CARL V. DOMINGUEZ

Enclosure

As Sign Dept-Highways Agency

ACKNOWLEDGMENT RECEIPT:	
NAME:	JONATHAN FRAU
DEPT./COMPANY:	IMCO GENL CONST.
DATE:	3/11/14
TIME:	2:06
SIGNATURE:	<i>[Signature]</i>

Thanks!

SFB / JRB: pcm3
03/11/14

71007788

F

Exhibit F



KORANDO CORPORATION
GENERAL CONTRACTOR

John Grogg

P.O. BOX 20538
 GMF, GUAM 96921
 TEL: (671) 649-7880
 (671) 649-7881
 FAX: (671) 649-7882
 EMAIL: admin_korando@teleguam.net

April 27, 2015

Glenn Leon Guerrero
 Director
 Department of Public Works
 542 North Marine Corps Drive
 Tamuning, Guam 96913



Project: Bile/Pigua Bridge Replacement
 GU-NH-NBIS(007)

Subject: DPW Letter Dated April 23, 2015
 Schedule Delay - Response

Dear Glenn Leon Guerrero:

Respectfully, subject DPW response to Korando Corporation's dated April 23, 2015 letter, we wish to present to you the events that surrounded this project;

1) ON THE SCHEDULE

1.1 Building Permit

NTP for this project was released	January 5, 2015
Actual & fully executed building permit was released	March 5, 2015

Attached is the flow of when each concern agency signed & approved the permit application as a requirements for the project to start. Because of this, the project could have not started January 2015 as mentioned in our last meeting on April 15, 2015. And, consequently, this flow of building permit approval has been capture in the various meeting.

But this account, with the release/clearance of the building permit only March 5, 2015, this should be the reckoning date of the contract start of work and this brings us to 15 days of delay to this writing.

1.2 Catch-up schedule

After our April 15, 2015 meeting, Korando Corporation submitted a catch-up schedule, not given credence by DPW April 23, 2015.

We are resubmitting a catch-up schedule together with this letter for your use. This schedule is further revised to capture the last email communication with Government consultant.

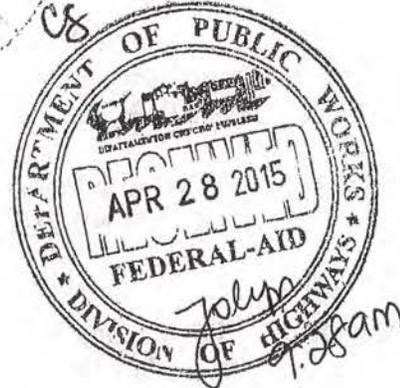
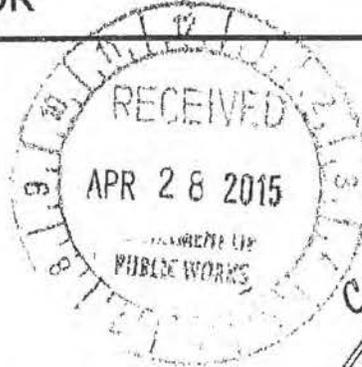


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2) On NO ACTION taken by the contractor before NTP.

This is a mis-representation/information against Korando Corporation.
 Please find attached the actions taken by Korando Corporation as early as October 2014.

Action/Document Submitted	Date Submitted	Date of Government Action
1. Bile/Pigua Survey Data	10/20/2014	11/14/14 (EAN)
2. Construction Phasing Plan	10/27/2014	11/4/14 (EAN)
3. EPP & ECP	11/25/2014	3/1/2015 (REVR)
4. Water Quality Monitoring Plan	12/22/2014	1/8/2015 (REVR)
5. SWPPP	12/24/2014	1/8/2015 (EAN)

3) On the proposed staging area

Korando Corporation, upon reviewing of the plans, have noticed that the proposed area is not sufficient for staging purposes. This has been relayed early on and captured in the project meeting minutes. (See attached minutes)

Also, the SCR 107.10(c)(5) mentioned in DPW letter deals on issue that is totally different and not on staging area or archeological monitoring outside APE, see attached project SCR 107.10(c)(5).

Korando Corporation took the initiative & expense to solve the issue of staging area & what we are only requesting is for the government acknowledged the time associated in this effort since this has been put on the table early on in project meetings.

Regardless, with the government view on the staging area, we will abide by the logic that the contractor should have not initiated any kind of effort without putting an appropriate RFI.

Please review the attached catch-up schedule attached reckoned that the actual start date can only start after the release of the project required permits dated March 5, 2015 and a letter from Mr. Derrick Lehman, that a copy of DOA's site consultation/meeting needs to be submitted prior to any clearing and grubbing work.

Sincerely,

Byong Ho Kim
 President

Transmittal/Review/Approval

FILE NAME:

DATE:

Letter Response to DPW Letter Dated April 23, 2015

4/27/2015

CONTRACT NO.: GU-NH-NBIS(007)	TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam
FROM (CONTRACTOR): Korando Corporation	TO: Dir. Glenn Leon Guerrero / DPW
SUBMITTAL NO.:	SPECS. SECTION:

ENCL. NO.	NO. OF COPIES	DESCRIPTION	SPEC.SEC./PARA	SCHEDULE ACTIVITY NO.	CQC CODE
		Bile & Pigua Bridge Replacement (Construction Phase)			
1	2	Letter Response to DPW Letter Dated April 23, 2015			
2	21	Attached Supporting Documents			

DATE NEEDED BY:

TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.

CONTRACTOR'S REPRESENTATIVE NAME/TITLE Ruel Remetira / Korando	SIGNATURE: 
---	--

Received By (Print Name & Sign)/Date/Time: Dir. Glenn Leon Guerrero / DPW 4/27/2015

FROM:	SIGNATURE:	DATE:
-------	------------	-------

TO: Jack Marlowe / Stanley Consultants

For review/comment () copies of enclosures forwarded. RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.

Received By (Print Name & Sign)/Date/Time: Dir. Glenn Leon Guerrero / DPW 4/27/2015

FROM:	TO:	DATE:
-------	-----	-------

RECOMMEND / Enclosure(s) is (are):

<input type="checkbox"/> No Exception Taken (NET)	<input type="checkbox"/> Rejected/Resubmit (Rej/R)	<input type="checkbox"/> _____
<input type="checkbox"/> Exceptions As Noted (EAN)	<input type="checkbox"/> No Action Required (NAR)	<input type="checkbox"/> _____
<input type="checkbox"/> Revise/Resubmit (Rev/R)	<input type="checkbox"/> Not Subject To Review (NSTR)	

REMARKS:

Copies of encls returned: _____ SIGNATURE: _____

Copy to: _____

Received By (Print Name & Sign)/Date/Time: _____

Government Agencies Permits Requirement to Comply
- Prior to any Site Work may Proceed

<u>Submittals</u>	<u>Date Submitted/Re-Submitted</u>	<u>Date Response</u>
NTP	- January 5, 2015 -	January 8, 2015
Encroachment Permit	- January 7, 2015 -	January 8, 2015
HACCP (Dept. of Agriculture)	- February 18, 2015 -	March 4, 2015
GEPA Disposal Plan	- February 5, 2015 -	February 18, 2015
GEPA Water Qual. Mon. Plan	- February 18, 2015 -	February 26, 2015
EPP & ECP	- February 4, 2015 -	February 26, 2015
DOA & GWA Site Consultation/Orientation (Done March 5, 2015)	March 30, 2015 -	April 15, 2015

FILE MESSAGE

Ignore Delete Reply Reply All Forward Quick Steps Move Follow Up Translate Zoom

Delete Respond Quick Steps Move Tags Editing Zoom



Thu 3/19/2015 4:19 PM

Lehman, Derrick <Derrick.Lehman@parsons.com>

BILE/PIGUA - Clearing and Grubbing Work

To Ruel Remetira (ruel.remetira@gmail.com); Francisco "Joni" Palma Jr. (joni_korando@teleguam.net); Nats Catolos (ngcatolos.bbr@teleguam.net)

Cc Marlowe, Jack; Senecal, Richard; Richards, Chelsea; Pecht, Joseph; Crispin B. Bensen (crispin.bensen@dpw.guam.gov); Lehman, Derrick; Bonsembiante, Herna Meno, Ed; Anderson, Buster

Ruel, Joni, & Nats,

I just wanted to reiterate from our meeting on Tuesday 3/17 that a copy of DOA's site consultation/meeting needs to needs to be submitted prior to any clearing and grubbing work.

Please also be mindful that Korando does not have authorization to employ H2B workers on the project. If Korando foresee the need of H2B's please submit your required documents ASAP.

If you have any questions please contact Stanley or myself.

Thanks & Regards,

Derrick

Derrick Lehman
 Parsons
 Parsons Transportation Group Inc.
 590 South Marine Corps Drive ITC Building, Ste 403, Tamuning, Guam 96913
 671-648-1076 (Office)
 671-977-0237 (Cell)
 671-646-0678 (Fax)
www.parsons.com





MEETING MINUTES

Meeting Notes No. 001

Meeting: Weekly Construction Meeting
 Project: Bile/Pigua Bridge Replacement
 Job#: GU-NH-NBIS(007)
 Meeting Location: SCI Conference Room

Date: January 13, 2014
 Time: 2:00 p.m.
 Next Meeting Location: SCI Conference Room
 Next Meeting: January 27, 2014 @ 2pm

Denotes Attendance Denotes Partial Attendance

	<u>Name</u>	<u>Company</u>	<u>Email</u>	<u>Phone</u>
X	Jack Marlowe	SCI	marlowejack@stanleygroup.com	
X	Hernan Bonsembiante	SCI	bonsembiantehernan@stanleygroup.com	
X	Joe Pecht	PTG	joseph.pecht@parsons.com	
X	Derrick Lehman	PTG	derrick.lehman@parsons.com	
X	Buster Anderson	PTG	houston.anderson@parsons.com	
X	Ruel Remetira	Korando	ruel.remetira@gmail.com	
X	Ricarte Bisquera	Korando	enr_korando@teleguam.net	
X	Francisco "Joni" Palma Jr.	Korando	joni_korando@teleguam.net	
	Nats Catolos	BBRMC	nqcatolos.bbr@teleguam.net	
X	Joepeter Gacutan	BBRMC	bbrmcjagacutan@aim.com	
	Crispin Bensen	DPW	crispin.bensen@dpw.guam.gov	

AGENDA

1. SCHEDULE
2. COST STATUS
3. CHANGE ORDERS
4. SUBMITTALS
5. RFI'S
6. REPORTS
7. SAFETY/TRAFFIC CONTROL
8. QUALITY CONTROL
9. ENVIRONMENTAL
10. OPEN ISSUES
11. NEW ISSUES

ATTACHMENTS

1. MTG ATTENDANCE SHEET
2. KORANDO LOOK-AHEAD
3. COST STATUS LOG-NA
4. CHANGE ORDER LOG-NA
5. SUBMITTAL LOG
6. RFI LOG-NA
7. REPORTS LOG-NA

	<u>ACTION REQUIRED</u>
<p>1.3 Potential Delays/Critical Issues</p> <ul style="list-style-type: none"> • Work on the staging area (A1280) will be delayed pending preparation and approval of an archaeological monitoring plan. Korando indicates 78 days of float. They do not foresee any delay to project completion. 	
<p>2 COST STATUS</p> <ul style="list-style-type: none"> • Cost Status Log (N/A) • CM asked if Korando would submit a January invoice. They can collect payment for Mobilization and the Field Office (if accepted). • Korando questioned the CM response to their Schedule of Values. CM said that LS items must be measured/paid in the manner prescribed by the contract. The contract requirements were stated in the CM response. 	
<p>3 CHANGE ORDERS</p> <ul style="list-style-type: none"> • Change Order Log (N/A) • None 	
<p>4 SUBMITTALS</p> <ul style="list-style-type: none"> • Submittal Log (attached) • Korando needs to submit subcontracts for approval. Subcontracts must include sections of prime contract as stated in the Required Contract Provisions (RCP) section of the contract. • Submit the e-file with the schedule submittals. 	



	<u>ACTION REQUIRED</u>
<p>9 ENVIRONMENTAL</p> <ul style="list-style-type: none">• Korando needs to coordinate a site visit by Guam EPA and DOA prior to performing any clearing or other disturbance of the site.• Korando will need to provide a water truck for dust control during construction.• Erosion Control requirements also apply to the Contractor's yard.	Korando
<p>10 OPEN ISSUES</p> <ul style="list-style-type: none">• None	
<p>11 NEW ISSUES</p> <ul style="list-style-type: none">• None	

properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts.

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters.

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation.

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

Transmittal/Review/Approval

FILE NAME:

Bile and Pigua Recovery NAS

DATE:

4/16/2015

CONTRACT NO.: GU-NH-NBIS(007)	TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam		
FROM (CONTRACTOR): Korando Corporation	TO: Jack Marlowe / Chief Project Rep.	SUBMITTAL NO.: 155.005-01	SPECS. SECTION: 155

ENCL. NO.	NO. OF COPIES	DESCRIPTION	SPEC.SEC./PARA	SCHEDULE ACTIVITY NO.	CQC CODE
		Bile & Pigua Bridge Replacement (Construction Phase)			
1	2	Recovery Narrative	155.02 to 04	A1010	A
2	8	Bile and Pigua Recovery NAS / Progress Ending 3.31.2015			
3	10	Report Showing Status and Critical activities			

DATE NEEDED BY:

TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.

CONTRACTOR'S REPRESENTATIVE NAME/TITLE Ruel Remetira / Korando	SIGNATURE:
---	------------

Received By (Print Name & Sign)/Date/Time: Jack Marlowe / Stanley 1/26/2015

FROM:	SIGNATURE:	DATE:
-------	------------	-------

TO: Jack Marlowe / Stanley Consultants	For review/comment () copies of enclosures forwarded. RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.
---	---

Received By (Print Name & Sign)/Date/Time: Jack Marlowe / Stanley 1/26/2015

FROM:	TO:	DATE:
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RECOMMEND / Enclosure(s) is (are):

<input type="checkbox"/> No Exception Taken (NET)	<input type="checkbox"/> Rejected/Resubmit (Rej/R)	<input type="checkbox"/> _____
<input type="checkbox"/> Exceptions As Noted (EAN)	<input type="checkbox"/> No Action Required (NAR)	<input type="checkbox"/> _____
<input type="checkbox"/> Revise/Resubmit (Rev/R)	<input type="checkbox"/> Not Subject To Review (NSTR)	

REMARKS:

Copies of encls returned: _____ SIGNATURE: _____

Copy to: _____

Received By (Print Name & Sign)/Date/Time:



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GENERAL CONTRACTOR

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GMF, GUAM 96921
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FAX: (671) 648-7882
EMAIL: admin_korando@teleguam.net

Bile and Pigua Recovery & Progress Schedule March 31, 2015

Narrative

Recovery Network Analysis Schedule (NAS) was revised due to the following realistic reasons:

1. Unexpected archaeological work schedule issues. It was found out that the staging area were not inclusive in the works stipulated in the contracts. The work limit in the bridge project area is very narrow to receive some of the construction materials that push contractor to look for a private property nearby to use as a staging area. The bid books stated that the contractor shall be responsible for obtaining the appropriate permits and clearances for the use of staging areas located outside the Area of Potential Effect (APE) (limits of construction) established for this project. Korando did not anticipate that the archaeological works will takes longer time in which the activities to include the draft reports, review, foot survey, manual boring, final reports, review and approved by SHPO. Thus, anticipated days of work will be 90 days. Note that this archaeological requirements is driving the precast/prestressed box beam fabrication activities. Once the SHPO reports/recommendation is received the construction of the temporary fabrication structure begin.
2. It is anticipated also that the narrow work space will hinder the work phasing plan to become unrealistic during actual implementation and maybe revised to consider the actual conditions/situations that may encounter during work progress. The limited work space in the right-of-way will limit the movements of equipment and the public vehicles during construction period. The residence driveway will also be affected.
3. Precast/prestressed pile fabrication drawing, and design was revised to original octagonal shape, no problem with the fabrication works on the octagonal shape as per Rocky Mountain Precast. Once materials arrived from off-island fabrication of test piles will start right away at RMP yard (May 12, 2015). Test piles fabrication will tentatively completed and delivered at Merizo site on Jun 10, 2015, test pile driving will then starts. Fabrication of the rest of the octagonal piles will then be starts once required length is determined.
4. Other major activities that can affect most of the predecessors is the temporary steel bridge. Temporary steel bridge is required in the seaside due (1) to the road centerline is located in the existing temporary bridge at mountain side that cause narrow working space at the seaside; and (2) the existing bridge was only supported by 6 inch depth steel beam which structural integrity is weak to

Project Name: Bile / Pigua Bridge Replacement (Construction Phase)
 Contract No.: GU-NH-NBIS(007)



Date: 31-Mar-15

Run Date: 16-Apr-15

Activity ID	Activity Name	%	Orig Dur	Rem Dur	Start	Finish	Total Float	2015												2016								
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
Bile / Pigua Bridge Replacement (Construction Phase)								449d	364d	05-Jan-15 A	29-Mar-16	0d																
GENERAL REQUIREMENTS								175d	36d	05-Jan-15 A	05-May-15	0d																
A1000	Notice to Proceed / Start Administrative Submittals	100%	0d	0d	05-Jan-15 A			◆ Notice to Proceed / Start Administrative Submittals																				
A1010	Submit Network Analysis (NAS) Project Schedule	100%	20d	0d	05-Jan-15 A	24-Jan-15 A		◆ Submit Network Analysis (NAS) Project Schedule																				
A1020	Submit Schedule of Values	100%	20d	0d	05-Jan-15 A	24-Jan-15 A		◆ Submit Schedule of Values																				
A1030	Submit Submittal Register	100%	20d	0d	05-Jan-15 A	24-Jan-15 A		◆ Submit Submittal Register																				
A1040	Submit Quality Control Plan (QC Plan)	100%	30d	0d	05-Jan-15 A	23-Jan-15 A		◆ Submit Quality Control Plan (QC Plan)																				
A1050	Submit Environmental Protection Plan (EPP), & ECP	100%	30d	0d	05-Jan-15 A	26-Feb-15 A		◆ Submit Environmental Protection Plan (EPP), & ECP																				
A1060	Submit Accident Prevention Plan (APP)	100%	30d	0d	05-Jan-15 A	26-Feb-15 A		◆ Submit Accident Prevention Plan (APP)																				
A1070	Submit Stormwater Pollution Prevention Plan (SWPPP)	100%	30d	0d	05-Jan-15 A	02-Feb-15 A		◆ Submit Stormwater Pollution Prevention Plan (SWPPP)																				
A1080	Submit Traffic Control Plan for Phase 1, 2, 3, and 4	100%	30d	0d	05-Jan-15 A	13-Jan-15 A		◆ Submit Traffic Control Plan for Phase 1, 2, 3, and 4																				
A1090	Highway Encroachment Permitting	100%	30d	0d	05-Jan-15 A	08-Jan-15 A		◆ Highway Encroachment Permitting																				
A1100	GEPA Permitting and 401 Certs (Water Quality Monitoring Plan)	100%	30d	0d	05-Jan-15 A	26-Feb-15 A		◆ GEPA Permitting and 401 Certs (Water Quality Monitoring Plan)																				
A1110	Department of Agriculture Orientation & Monitoring	100%	30d	0d	05-Jan-15 A	30-Mar-15 A		◆ Department of Agriculture Orientation & Monitoring																				
A1112	Archaeological Survey Requirements for Staging Area	60%	98d	36d	20-Jan-15 A	05-May-15	0d	◆ Archaeological Survey Requirements for Staging Area																				
DESIGN, DRAWINGS, & PROCUREMENT STAGE								211d	126d	05-Jan-15 A	04-Aug-15	72d																
A1120	Determine, Verify, and Marking Location of Existing Utilities	100%	5d	0d	05-Jan-15 A	09-Jan-15 A		◆ Determine, Verify, and Marking Location of Existing Utilities																				
A1130	Design & Approval of Temporary Access Structures	50%	30d	15d	12-Jan-15 A	14-Apr-15	16d	◆ Design & Approval of Temporary Access Structures																				
A1140	Prepare Material Submittals, Review, & Approval	40%	22d	13d	12-Jan-15 A	13-Apr-15	0d	◆ Prepare Material Submittals, Review, & Approval																				
A1150	Prepare Shopdrawing for Final Structure Dimensions & Rebar Schedule	15%	30d	26d	10-Jan-15 A	25-Apr-15	10d	◆ Prepare Shopdrawing for Final Structure Dimensions & Rebar Schedule																				
A1152	Procure and Delivery Construction Materials	40%	60d	36d	19-Jan-15 A	31-May-15	10d	◆ Procure and Delivery Construction Materials																				
A1160	Prepare Shopdrawing for Utilities Lines Exact Locations	0%	30d	30d	31-Mar-15	29-Apr-15	27d	◆ Prepare Shopdrawing for Utilities Lines Exact Locations																				
A1162	Prepare PC Pile Material Submittals, Review, & Approval	30%	60d	42d	09-Feb-15 A	11-May-15	0d	◆ Prepare PC Pile Material Submittals, Review, & Approval																				
A1164	Shop Fab. & Del. for Test Piles (4 for Bile & 8 for Pigua) Early Strength	0%	30d	30d	12-May-15	10-Jun-15	0d	◆ Shop Fab. & Del. for Test Piles (4 for Bile & 8 for Pigua) Early Strength																				
A1170	Fab. & Del. of Remaining Prestressed Concrete Piles (Bile Area)	0%	23d	23d	19-Jun-15	12-Jul-15	0d	◆ Fab. & Del. of Remaining Prestressed Concrete Piles (Bile Area)																				
A1172	Fab. & Del. of Remaining Prestressed Concrete Piles (Pigua Area)	0%	21d	21d	14-Jul-15	04-Aug-15	0d	◆ Fab. & Del. of Remaining Prestressed Concrete Piles (Pigua Area)																				
A1200	Procure and Delivery Electrical Materials & Associated Accessories	10%	60d	54d	30-Mar-15 A	23-May-15	27d	◆ Procure and Delivery Electrical Materials & Associated Accessories																				
A1210	Procure and Delivery Waterline and Accessories	0%	60d	60d	31-Mar-15	29-May-15	138d	◆ Procure and Delivery Waterline and Accessories																				
CONSTRUCTION PHASE								341d	341d	19-Mar-15 A	19-Mar-16	0d																
A1220	Start Construction	100%	0d	0d	19-Mar-15 A			◆ Start Construction																				
A1230	Construction Survey, Staking, and Layout	100%	12d	0d	19-Mar-15 A	31-Mar-15 A		◆ Construction Survey, Staking, and Layout																				
A1240	Mobilize Manpower and Equipment (Initial)	50%	30d	15d	27-Mar-15 A	28-Apr-15	15d	◆ Mobilize Manpower and Equipment (Initial)																				
A1250	Implement Traffic Control / Warning for All Areas	60%	15d	6d	30-Mar-15 A	19-Apr-15	15d	◆ Implement Traffic Control / Warning for All Areas																				
A1252	Clearing and Grubbing (Staging Area)	60%	12d	5d	19-Mar-15 A	10-May-15	15d	◆ Clearing and Grubbing (Staging Area)																				
A1255	Clearing and Grubbing (Bile and Pigua Area)	0%	12d	12d	19-Apr-15	01-May-15	15d	◆ Clearing and Grubbing (Bile and Pigua Area)																				
A1260	Construct Temporary Facilities and Chainlink Fencing	0%	10d	10d	01-May-15	11-May-15	15d	◆ Construct Temporary Facilities and Chainlink Fencing																				
A1265	Excavation for Archaeological Survey/Testing and Submit Final Report	0%	10d	10d	06-May-15	15-May-15	0d	◆ Excavation for Archaeological Survey/Testing and Submit Final Report																				
A1270	Established & Install Erosion Control / Protection	0%	10d	10d	1-May-15	25-May-15	0d	◆ Established & Install Erosion Control / Protection																				

Remaining Level of Effort Critical Remaining Work Primary Baseline
 Actual Work Milestone
 Remaining Work Summary

**BILE/PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)
 PROJECT RECOVERY SCHEDULE (REV. 03.31.2015)**

Date	Revision	Checked	Approved

Schedule Reports Showing Activity Status & Critical

Critical

Activity ID	Activity Name	Activity Status	Critical	Successors	Predecessors
No					
A1000	Notice to Proceed / Start Administrative Submittals	Completed	No		A1120, A1220, A1090, A1050, A1020, A1070, A1030, A1060, A1040, A1110, A1100, A1010, A1080, A1112
A1010	Submit Network Analsys (NAS) Project Schedule	Completed	No	A1000	A1220
A1020	Submit Schedule of Values	Completed	No	A1000	A1220
A1030	Submit Submittal Register	Completed	No	A1000	A1220
A1040	Submit Quality Control Plan (QC Plan)	Completed	No	A1000	A1220
A1050	Submit Environmental Protection Plan (EPP), & ECP	Completed	No	A1000	A1220
A1060	Submit Accident Prevention Plan (APP)	Completed	No	A1000	A1220
A1070	Submit Stormwater Pollution Prevention Plan (SWPPP)	Completed	No	A1000	A1220
A1080	Submit Traffic Control Plan for Phase 1, 2, 3, and 4	Completed	No	A1000	A1255
A1090	Highway Encroachment Permitting	Completed	No	A1000	A1220
A1100	GEPA Permitting and 401 Certs (Water Quality Monitoring Plan)	Completed	No	A1000	A1220
A1110	Department of Agriculture Orientation & Monitoring	Completed	No	A1000	A1220
A1120	Determine, Verify, and Marking Location of Existing Utilities	Completed	No	A1000	A1130, A1140, A1150, A1160, A1162
A1130	Design & Approval of Temporary Access Structures	In Progress	No	A1120	A1764
A1150	Prepare Shopdrawing for Final Structure Dimensions & Rebar Schedule	In Progress	No	A1120	A1152
A1152	Procure and Delivery Construction Materials	In Progress	No	A1150	A1290, A1300
A1160	Prepare Shopdrawing for Utilities Lines Exact Locations	Not Started	No	A1120	A1200, A1210
A1200	Procure and Delivery Electrical Materials & Associated Accessories	In Progress	No	A1160	A1450
A1210	Procure and Delivery Waterline and Accessories	Not Started	No	A1160	A3600
A1220	Start Construction	Completed	No	A1060, A1030, A1000, A1040, A1070, A1090, A1140, A1050, A1110, A1100, A1010, A1020	A1240, A1230
A1230	Construction Survey, Staking, and Layout	Completed	No	A1220	A1720, A1400
A1240	Mobilize Manpower and Equipment (Initial)	In Progress	No	A1220	A1250
A1250	Implement Traffic Control / Warning for All Areas	In Progress	No	A1240	A1255
A1252	Clearing and Grubbing (Staging Area)	In Progress	No	A1112	A1280
A1255	Clearing and Grubbing (Bile and Pigua Area)	Not Started	No	A1250, A1080	A1260
A1260	Construct Temporary Facilities and Chainlink Fencing	Not Started	No	A1255	A1280

Schedule Reports Showing Activity Status & Critical

Critical

Activity ID	Activity Name	Activity Status	Critical	Successors	Predecessors
A3620	Provide Temporary Relocation & Support of Affected Waterline	Not Started	No	A3610	A3630
A3630	Provide & Install Service Lateral	Not Started	No	A3620	A3640
A3640	Install Fire Hydrant, Air Release Valve, & Water Meter	Not Started	No	A3630	A3650
A3650	Provide Thrust Block at WL Bend Area (Where Required)	Not Started	No	A3640	A3660
A3660	Prepare Water Outage Coordination Forms 1 & 2	Not Started	No	A3650	A3680
A3680	Water Outage 1 - Bile & Pigua Area	Not Started	No	A3660	A3690
A3690	Remove Existing 8" Dia. Waterline & Old Fire Hydrant	Not Started	No	A3680	A3700
A3700	Tapping of Lateral to Main 8" Dia. Water Line	Not Started	No	A3690	A3710
A3710	Water Enregization - 1	Not Started	No	A3700	A3720
A3720	Backfilling, Install Warning Tape, and Restoration of Affected Areas	Not Started	No	A3710	A3730
A3730	Provide and Install Valve Box and Box Cover	Not Started	No	A3720	A3740
A3740	Install 6" Fire Hydrant Bollard	Not Started	No	A3730	A3750
A3750	Chlorination, Pressure, and Leak Testing	Not Started	No	A3740	A4000, A3760
A3760	Install Transition Coupling, Bends and Thrust Blocks	Not Started	No	A3072, A3750, A1710	A3770
A3770	Install 8" Dia. DIP Permanent Waterline and Appurtenances	Not Started	No	A3760	A3780
A3780	Water Outage 2 - Bile & Pigua Area	Not Started	No	A3770	A3790
A3790	Connect Permanent 8" Dia. WL to Exist 8" Dia. WL	Not Started	No	A3780	A3800
A3800	Water Energization -2	Not Started	No	A3790	A3810
A3810	Backfilling, & Install Warning Tape	Not Started	No	A3800	A3820
A3820	Chlorination, Pressure, and Leak Testing	Not Started	No	A3810	A4000
Yes					
A1112	Archaeological Survey Requirements for Staging Area	In Progress	Yes	A1000	A1252, A1265
A1140	Prepare Material Submittals, Review, & Approval	In Progress	Yes	A1120	A1170, A1220
A1162	Prepare PC Pile Material Submittals, Review, & Approval	In Progress	Yes	A1120	A1164
A1164	Shop Fab. & Del. for Test Piles (4 for Bile & 8 for Pigua) Early Strength	Not Started	Yes	A1162	A1880, A1170
A1170	Fab. & Del. of Remaining Prestressed Concrete Piles (Bile Area)	Not Started	Yes	A1140, A1164, A1880	A1890, A1172
A1172	Fab. & Del. of Remaining Prestressed Concrete Piles (Pigua Area)	Not Started	Yes	A2070, A1170	A2080
A1265	Excavation for Archaeological Survey/Testing and Submit Final Report	Not Started	Yes	A1112	A1270
A1270	Established & Install Erosion Control / Protection	Not Started	Yes	A1265	A1280
A1280	Construction of Precast Girder Fabrication	Not Started	Yes	A1270, A1252, A1260	A1290, A1450

Schedule Reports Showing Activity Status & Critical

Critical

Activity ID	Activity Name	Activity Status	Critical	Successors	Predecessors
A1740	Removal of Affected Trees and Stumps Bile Area	Not Started	Yes	A1720	A1760
A1760	Provide Temporary Road Widening Bile Area	Not Started	Yes	A1740	A1820, A1764, A1770
A1764	Field Fabrication of Steel Structures for Temporary Access Bridge	Not Started	Yes	A1130, A1760	A1814, A1820, A1850
A1814	Field Fabrication of Steel Structures for Temporary Access Bridge	Not Started	Yes	A1764, A1810	A2040
A1850	Mobilize Crane & Pile Driving Hammer to Bile Area Downstream Side	Not Started	Yes	A1820, A1764	A1860
A1860	Saw Cutting and Removal of Asphalt Pavement	Not Started	Yes	A1850	A1870
A1870	Excavation/Preparation for Pile Driving	Not Started	Yes	A1860	A1880
A1880	PC Pile Driving and Conduct Dynamic Pile Load Test	Not Started	Yes	A1164, A1870	A1170, A1890, A2040
A1890	Continue PC Pile Driving up to the Designed Depth (30')	Not Started	Yes	A1170, A1880	A1900, A2000, A2080
A2000	Chip Pile Head to Road Level, Backfill, and Compaction	Not Started	Yes	A1890	A2080
A2040	Mobilize Crane & Pile Driving Hammer to Pigua Area Downstream Side	Not Started	Yes	A1814, A2010, A1880	A2050
A2050	Saw Cutting and Removal of Asphalt Pavement	Not Started	Yes	A2040	A2060
A2060	Excavation/Preparation for Pile Driving	Not Started	Yes	A2050	A2070
A2070	PC Pile Driving and Conduct Dynamic Pile Load Test	Not Started	Yes	A2060	A1172, A2080
A2080	Continue PC Pile Driving up to the Designed Depth (100')	Not Started	Yes	A1172, A2070, A1890, A2000	A2090, A2170, A2100
A2100	Chip Pile Head to Road Level, Backfill, and Compaction	Not Started	Yes	A2090, A2080	A2110, A2500
A2110	Relocate and Install Temporary Traffic Controls for Phase 3	Not Started	Yes	A2100, A1610	A2120, A2130
A2130	Removal of Chainlink Fences, and Gate	Not Started	Yes	A2110	A2140
A2140	Saw Cutting and Removal of Asphalt Pavement	Not Started	Yes	A2130, A2120	A2150
A2150	Excavation/Preparation for Driving Pile	Not Started	Yes	A2140	A1360, A2170, A2500
A2170	Continue PC Pile Driving up to the Designed Depth (30')	Not Started	Yes	A2150, A2080, A1360	A2180, A2510
A2180	Excavation for Pile Cap Projection to Designed Elevations	Not Started	Yes	A2170	A2190
A2190	Chip Pile Head to Expose Reinforcement as Dowel Bars	Not Started	Yes	A2180, A1350	A2200
A2200	Backfilling, Trimming and Compaction for Pile Cap Base	Not Started	Yes	A2190	A2210
A2210	Backfill with Base Course & Compaction	Not Started	Yes	A2200	A2220
A2220	Lean Concrete Pouring at Pile Cap Base	Not Started	Yes	A2210	A2230
A2230	Installation of Fabricated Reinforcing Steel Bars	Not Started	Yes	A2220	A2240
A2240	Installation of Forms and Supports for Pile Caps	Not Started	Yes	A2230	A2250

Schedule Reports Showing Activity Status & Critical

Critical

Activity ID	Activity Name	Activity Status	Critical	Successors	Predecessors
A2550	Continue PC Pile Driving up to the Designed Depth (100')	Not Started	Yes	A2530	A2560
A2560	Excavation for Pile Cap Projection to Designed Elevations	Not Started	Yes	A2550	A2570
A2570	Chip Pile Head to Expose Reinforcement as Dowel Bars	Not Started	Yes	A2560	A2580
A2580	Backfilling, Trimming and Compaction for Pile Cap Base	Not Started	Yes	A2570	A2590
A2590	Backfill with Base Course & Compaction for Pile Cap Base	Not Started	Yes	A2580	A2600
A2600	Lean Concrete Pouring at Pile Cap Base	Not Started	Yes	A2590	A2610
A2610	Installation of Fabricated Reinforcing Steel Bars for Pile Caps	Not Started	Yes	A2600	A2620
A2620	Installation of Forms and Supports for Pile Caps	Not Started	Yes	A2610	A2630
A2630	Inspection and Corrections	Not Started	Yes	A2620	A2640
A2640	Concrete Pouring for Pile Caps and Take Concrete Samples	Not Started	Yes	A2630	A2650
A2650	Removal of Pile Cap Forms & Curing Application	Not Started	Yes	A2640	A2660
A2660	Demolish Temp. Access and Portion of Existing Bridge & Dispose Offsite Debris	Not Started	Yes	A2650	A2670
A2670	Excavation, Benching, and Trimming Portion of Soil for Riprap Location	Not Started	Yes	A2660	A2680
A2680	Construct Portion of Grouted Riprap Slope Protection	Not Started	Yes	A2670	A2690
A2690	Erection of Fabricated Bridge Box Girders into Place	Not Started	Yes	A2680, A1320	A2700
A2700	Install 7/8" Dia. Transverse Tie Rod Anchorage at Beam Mid Diaphragm	Not Started	Yes	A2690	A2710
A2710	Grout Application at Beam Mid Diaphragm where required	Not Started	Yes	A2700	A2720
A2720	Forms, Reinforcements, and Concrete Pouring for CIP End Diaphragm	Not Started	Yes	A2710	A2730
A2730	Forms, Rebar, and Concrete End Box Beam Bridge Barrier	Not Started	Yes	A2720	A2740
A2740	Install 6" Dia. PVC Perforated Drain Pipe	Not Started	Yes	A2730	A2750
A2750	Install 5/8" Thick Geocomposite Drain Board	Not Started	Yes	A2740	A2760
A2760	Backfilling and Compaction Pile Cap Area	Not Started	Yes	A2750	A2770
A2770	Excavation, Trimming, and Leveling Portion of Concrete Abutment	Not Started	Yes	A2760	A2780
A2780	Lay Basecourse, Leveling, and Compaction for Portion of Concrete Abutment	Not Started	Yes	A2770	A2790
A2790	Install Forms, and Reinforcing Steel Bars for Portion of Concrete Abutment	Not Started	Yes	A2780	A2800
A2800	Concrete Pouring for for Portion of Concrete Abutment	Not Started	Yes	A2790	A2810
A2810	Forms, Rebars, and Pour Concrete for Wing Wall	Not Started	Yes	A2800	A2820

Schedule Reports Showing Activity Status & Critical

Critical

Activity ID	Activity Name	Activity Status	Critical	Successors	Predecessors
A3090	Install 5/8" Thick Geocomposite Drain Board	Not Started	Yes	A3080	A3100
A3100	Backfilling and Compaction Pile Cap Area	Not Started	Yes	A3090	A3110
A3110	Excavation, Trimming, and Leveling of Concrete Abutment @ Downstream Side	Not Started	Yes	A3100	A3120
A3120	Lay Basecourse, Leveling, and Compaction for Concrete Abutment	Not Started	Yes	A3110	A3130
A3130	Install Forms, and Reinforcing Steel Bars for Concrete Abutment	Not Started	Yes	A3120	A3140
A3140	Concrete Pouring for the Remaining Concrete Abutment	Not Started	Yes	A3130	A3150
A3150	Forms, Rebars, and Pour Concrete for Wing Wall	Not Started	Yes	A3140	A3160
A3160	Roughen and Water Blast Top Surface of Box Beam in Transverse Direction	Not Started	Yes	A3150	A3170
A3170	Aggregate Base, Grading C, 8-Inch Depth	Not Started	Yes	A3160	A3180
A3180	Preparation of Existing Asphalt Edge and New Asphalt Pavement Joints	Not Started	Yes	A3170	A3190
A3190	Tack Coat and Hot Mix Asphalt (HMA) Concrete Pavement Application	Not Started	Yes	A3180	A3200
A3200	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-inch Depth	Not Started	Yes	A3190	A1390, A3220
A3220	Install Guardrail Anchorage Trailing End	Not Started	Yes	A3200	A3230
A3230	Install Guardrail (Type W & Type T)	Not Started	Yes	A3220	A4000
A3240	Relocate and Install Temporary Traffic Controls for Phase 4	Not Started	Yes	A2870	A3250
A3250	Remove Steel Sheet Piles and Demolish Temporary Access Bridge	Not Started	Yes	A3240	A3260
A3260	Excavation for Pile Cap Projection to Designed Elevations	Not Started	Yes	A3250	A3270
A3270	Chip Pile Head to Expose Reinforcement as Dowel Bars	Not Started	Yes	A3260	A3280
A3280	Backfilling, Trimming and Compaction for Pile Cap Base	Not Started	Yes	A3270	A3290
A3290	Backfill with Base Course & Compaction for Pile Cap Base	Not Started	Yes	A3280	A3300
A3300	Lean Concrete Pouring at Pile Cap Base	Not Started	Yes	A3290	A3310
A3310	Installation of Fabricated Reinforcing Steel Bars for Pile Caps	Not Started	Yes	A3300	A3320
A3320	Installation of Forms and Supports for Pile Caps	Not Started	Yes	A3310	A3330
A3330	Inspection and Corrections	Not Started	Yes	A3320	A3340
A3340	Concrete Pouring for Pile Caps and Take Concrete Samples	Not Started	Yes	A3330	A3350
A3350	Removal of Pile Cap Forms & Curing Application	Not Started	Yes	A3340	A3360
A3360	Demolish Remaining Existing Bridge and Dispose Debris to Approved Site	Not Started	Yes	A3350	A3370
A3370	Excavation, Benching, and Trimming Remaining Soil for Riprap Location	Not Started	Yes	A3360	A3380

Exhibit G

Government in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bonds within twenty-one (21) days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Government for the full amount of the guarantee as representing the damage to the Government on account of the default of the bidder.

A bid guarantee, if submitted in the form of a bid bond, shall be signed by the bidder, two major officers of the Surety and the Resident General Agent, and shall be accompanied by a copy of a current Certificate of Authority to do business in Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf.

Bid guarantees, other than bid bonds, will be returned to:

- a. unsuccessful bidders within 3 days after the opening of bids, except for the second and third lowest bidders.
- b. the second and third lowest bidders within 30 days after the successful bidder has executed the required contract documents.
- c. the successful bidder within 48 hours upon satisfactory execution of the contract documents.

15. ADDITIONAL BIDDER RESPONSIBILITIES

- 15.1 Bidders shall visit the site and shall be responsible for having thoroughly ascertained pertinent conditions such as location, accessibility, availability of utilities, and general character of the site, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.
- 15.2 No extra compensation will be made by reason of any misunderstanding or error regarding the site, the conditions thereof, accessibility, availability of utilities, or the amount or kind of work to be performed.
- 15.3 If, in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from the conditions usually inherent in work of the character shown and specified, the attention of the Contracting Officer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon his own observation of such conditions, the Contracting Officer shall promptly make such changes in the drawings and specifications as he finds necessary to conform to the different conditions.

16. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, on the form provided with the bid form, certifying to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid. Failure by the bidder to submit affidavit of non-collusion shall result in the rejection of his bid.

17. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSION:

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an affidavit executed under oath that lists the name and address of any

H

Exhibit H

Section 104. — CONTROL OF WORK

104.01 Authority of the Contracting Officer (CO). The CO may delegate authority to representatives to decide on acceptability of work, progress of work, suspension of work, interpretation of the contract, and acceptable fulfillment of the contract. The term "CO" includes all authorized representatives of the CO, including inspectors, acting within the limits of their authority as delegated by the CO.

104.02 Authority of Inspectors. Inspectors are authorized to inspect all work including the preparation, fabrication, or manufacture of material for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct the Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the CO. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

104.03 Specifications and Drawings. Follow the requirements of FAR Clause 52.236-21 Specifications and Drawings for Construction.

(a) **General.** Prepare drawings as necessary to construct the work. Drawings include, but are not limited to, layouts that show the relative position (vertical and horizontal as appropriate) of work to be performed, fabrication details for manufactured items and assemblies, installation and erection procedures, details of post-tensioning and other systems, detailed trench and excavation procedures that conform to OSHA requirements, traffic control implementation drawings, and methods for performing work near existing structures or other areas to be protected. Show all the drawing dimensions in United States customary units.

Limit drawings to a maximum size of 24 by 36 inches. Include on each drawing and calculation sheet, the project number, name, and other identification as shown in the contract.

Furnish 5 sets of drawings and supporting calculations for acceptance before performing work covered by the drawings. If drawings are returned for revision, correct and resubmit for acceptance. Allow 40 days per submission for railroad structures and 30 days per submission for all other structures. The review time as specified is applied separately to each drawing submitted. The CO may request additional specific drawings for unique situations in order to clarify layout, construction details, or methodology. If drawings must be resubmitted, the time for acceptance starts over. Obtain written approval before changing or deviating from the accepted drawings.

Exhibit I

Bridge — A structure more than 20 feet long, including supports, spanning and providing passage over a depression, waterway, railroad, highway, or other obstruction.

Clear Zone — The portion of the roadside, including the shoulder, available for the safe use by an errant vehicle in which the driver may regain control of the vehicle. Recommended distances for the clear zone are in the AASHTO Roadside Design Guide.

Commercial Certification — See Subsection 106.03.

Construction Limits — The limits on each side of the project that establish the area disturbed by construction operations and beyond which no disturbance is permitted. Typically the construction limits are the same as the clearing limits, except when additional clearing is required.

Contract — The written agreement between the Government and the Contractor setting forth the obligations of the parties for the performance of and payment for the prescribed work.

Contracting Officer (CO) — An official of the Government with the authority to enter into, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

Contract Modification — Any written change in the terms of the contract. Contract modifications are of the following forms:

(a) **Administrative change.** A unilateral contract change, in writing, that does not affect the substantive rights of the parties (e.g., a change in the paying office or the appropriation data).

(b) **Change order.** A written order, signed by the CO, directing the Contractor to make a change that FAR Clause 52.243-4 Changes authorizes the CO to order without the Contractor's consent.

(c) **Supplemental agreement.** A contract modification that is accomplished by the mutual action of the parties.

Contractor — The individual or legal entity contracting with the Government for performance of prescribed work.

Contract Time — The specified time allowed for completion of all contract work.

Crashworthy — A highway feature is crashworthy if it was successfully crash tested under the NCHRP Report 350, *Recommended Procedures for the Safety Performance Evaluation of Highway Features* or earlier comparable criteria or if it was accepted through analysis by FHWA, based on similarity to other crashworthy features. A list of crashworthy highway features is available on the FHWA Safety website.

J

Exhibit J

Jeff,

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----- Forwarded message -----

From: "Marlowe, Jack" <marlowejack@stanleygroup.com>

To: "Kobayashi@pbworld.com" <Kobayashi@pbworld.com>

Cc: "Pecht, Joseph" <Joseph.Pecht@parsons.com>, "Lehman, Derrick" <Derrick.Lehman@parsons.com>, "Anderson, Buster" <Buster.Anderson@parsons.com>

Date: Tue, 2 Jun 2015 03:04:20 +0000

Subject: Bile/Pigua Bridge Replacement - Alternate Power Plan

Lynden,

Korando has unofficially proposed an alternate power plan for the project. They propose to install an underground power line on the mountain side of the bridge at the beginning of the project upstream of the proposed bridge. They plan to drive all piles in one phase and will not do any temporary relocation. This makes the electrical system the controlling work.

We have told Korando that any change in the plans must be requested as a proposed change order. A plan and cost change order will be required. Korando has not yet made a formal request and we have not

had any communication from GPA regarding this proposed change. Can you reach out to PGA and determine what they know of Korando's plans and what GPA's thoughts are?

Thanks.

Jack Marlowe P.E.

Senior Project Manager

Stanley Consultants, Inc.

125 Tun Jesus Crisostomo Street STE 203&204 | Tamuning, Guam 96913

671.646.3466 (phone) | 671.486.2366 (mobile) | 671.649.3466 (fax)

www.stanleyconsultants.com[stanleyconsultants.com]

 [facebook.com]  [linkedin.com]

----- Forwarded message -----

From: "Marlowe, Jack" <marlowejack@stanleygroup.com>

To: "Kobayashi, Lynden" <Kobayashi@pbworld.com>

Cc: "Pecht, Joseph" <Joseph.Pecht@parsons.com>, "Lehman, Derrick" <Derrick.Lehman@parsons.com>, "Anderson, Buster" <Buster.Anderson@parsons.com>, "Manny Concepcion (mannyc@blackguam.com)" <mannyc@blackguam.com>, "crispin.bensan@dpw.guam.gov" <crispin.bensan@dpw.guam.gov>

Date: Wed, 10 Jun 2015 04:03:43 +0000

Subject: RE: Bile/Pigua Bridge Replacement - Alternate Power Plan

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Jack Marlowe

From: Kobayashi, Lynden [mailto:Kobayashi@pbworld.com]
Sent: Wednesday, June 10, 2015 11:40 AM
To: Marlowe, Jack
Cc: 'Pecht, Joseph (Joseph.Pecht@parsons.com)'; Lehman, Derrick (Derrick.Lehman@parsons.com); Anderson, Houston "Buster" (Buster.Anderson@parsons.com); Manny Concepcion (mannyco@blackguam.com); 'crispin.bensan@dpw.guam.gov'
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-These need to be sealed by an engineer.

Lynden Kobayashi, P.E.



590 South Marine Corps Drive

Suite 421, Tamuning, GU, 96913

Office: (671) 646-6872 (Direct Ext: 102)

Cell: (671) 988-4225

From: Marlowe, Jack [mailto:marlowejack@stanleygroup.com]

Sent: Tuesday, June 09, 2015 4:53 PM

To: Kobayashi, Lynden

Cc: 'Pecht, Joseph (Joseph.Pecht@parsons.com)'; Lehman, Derrick (Derrick.Lehman@parsons.com); Anderson, Houston "Buster" (Buster.Anderson@parsons.com); Manny Concepcion (manny@blackguam.com); 'crispin.bensan@dpw.guam.gov'

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Senior Project Manager

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From: Marlowe, Jack

Sent: Tuesday, June 02, 2015 1:03 PM

To: Kobayashi@pbworld.com

Cc: 'Pecht, Joseph (Joseph.Pecht@parsons.com)'; Lehman, Derrick (Derrick.Lehman@parsons.com); Anderson, Houston "Buster" (Buster.Anderson@parsons.com)

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2 attachments

 **noname.eml**
24K

 **noname.eml**
53K

Tom Keeler <tpkeeler@gmail.com>

Sat, Oct 24, 2015 at 8:11 PM

Reply-To: tpkeeler@gmail.com

To: "Lanning, Michael" <Michael.Lanning@parsons.com>

Cc: "Kobayashi, Lynden" <Kobayashi@pbworld.com>, "Wilson, Jeff" <WilsonJe@pbworld.com>

Mike,

Thanks this is useful. Can someone provide me Jack's attachment to his June 9 email to Lynden, that being Korando's drawing. Not critical but would be good to add to exhibit. Tx.

Tom

[Quoted text hidden]

[Quoted text hidden]

From: "Marlowe, Jack" <marlowejack@stanleygroup.com>

To: "Kobayashi@pbworld.com" <Kobayashi@pbworld.com>

Cc: "Pecht, Joseph" <Joseph.Pecht@parsons.com>, "Lehman, Derrick" <Derrick.Lehman@parsons.com>, "Anderson, Buster" <Buster.Anderson@parsons.com>

Date: Tue, 2 Jun 2015 03:04:20 +0000

Subject: Bile/Pigua Bridge Replacement - Alternate Power Plan

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Stanley Consultants, Inc.

Transmittal/Review/Approval

FILE NAME:

GPA Approved Underground Electrical Plan

DATE:

4/14/2015

CONTRACT NO.: GU-NH-NBIS(007)	TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam
FROM (CONTRACTOR): Korando Corporation	TO: Jack Marlowe / Chief Project Rep.
SUBMITTAL NO.: 636.005-01	SPECS. SECTION: 636

ENCL. NO.	NO. OF COPIES	DESCRIPTION	SPEC.SEC./PARA	SCHEDULE ACTIVITY NO.	COC CODE
		Bile & Pigua Bridge Replacement (Construction Phase)			
1	5	GPA Approved Design Drawings for Underground Electrical Plan - Preliminary (Pay Item No.: 63601-0900; 63610-2810; 63610-2910; 63620-0010; 63621-110; 63622-0000; 63640-0600; 63641-0100; and 63641-1100)	636.04	A1450, A1490	A

DATE NEEDED BY:

TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.

CONTRACTOR'S REPRESENTATIVE NAME/TITLE: Ruel Remetira / Korando

SIGNATURE: 

Received By (Print Name & Sign)/Date/Time: Jack Marlowe / Stanley 4/14/2015

FROM:	SIGNATURE:	DATE:
-------	------------	-------

TO: Jack Marlowe / Stanley Consultants

For review/comment () copies of enclosures forwarded. RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.

Received By (Print Name & Sign)/Date/Time: Jack Marlowe / Stanley 4/14/2015

FROM:	TO:	DATE:
-------	-----	-------

RECOMMEND / Enclosure(s) is (are):

<input type="checkbox"/> No Exception Taken (NET)	<input type="checkbox"/> Rejected/Resubmit (Rej/R)	<input type="checkbox"/>
<input type="checkbox"/> Exceptions As Noted (EAN)	<input type="checkbox"/> No Action Required (NAR)	<input type="checkbox"/>
<input type="checkbox"/> Revise/Resubmit (Rev/R)	<input type="checkbox"/> Not Subject To Review (NSTR)	

REMARKS:

Copy to: Copies of encls returned: _____ SIGNATURE: _____

Received By (Print Name & Sign)/Date/Time: _____

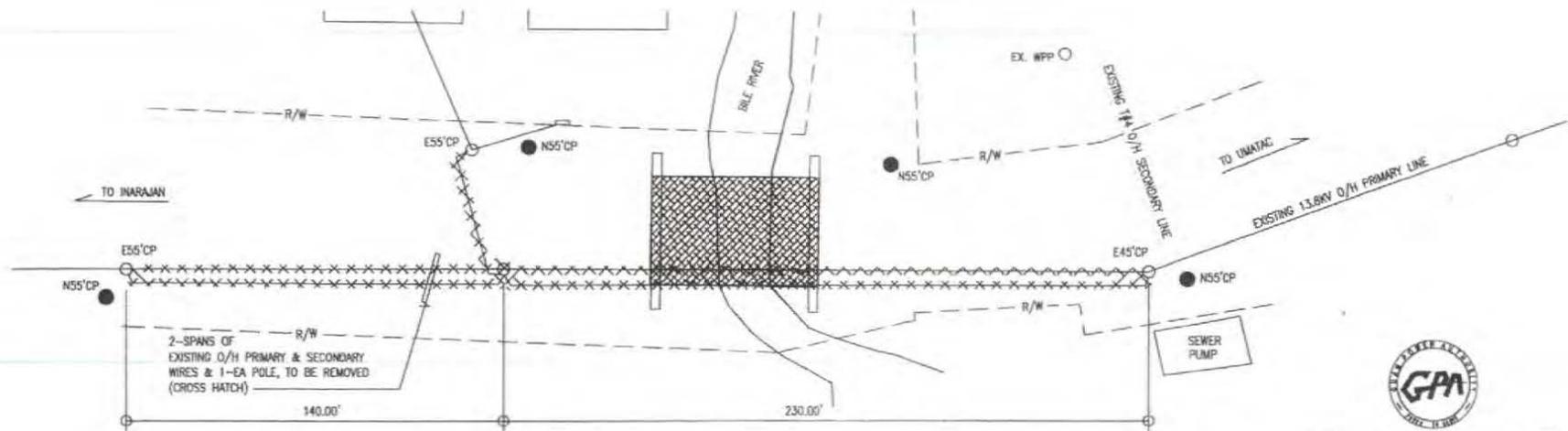


TRANSMITTAL FORM		Transmittal ref # BILEPIGUA-15-30	DATE 4/13/15
PROJECT TITLE BILE / PIGUA BRIDGE REPLACEMENT	CONTRACT #	Please find the following attachment: 1) GPA UNDERGROUND ELECTRICAL PLAN 2) 3) 4) 5)	
TO Korando Corporation	FROM BBR Micronesia Corp.		
ATTENTION JONI PALMA PROJECT MANAGER	PREPARED BY Imcristobal	TRANSMITTED FOR YOUR: <input type="checkbox"/> USE <input checked="" type="checkbox"/> ACTION <input type="checkbox"/> INFO ONLY	
<u>SPECIFICATION SECTION/ Paragraph No./ Drawing No. or Detail</u>	<u>DESCRIPTION</u>	<u>REMARKS</u>	<u>SI no.</u>
	Transmittal Cover Sheet		1 ea
	GPA APPROVED NEW UNDERGROUND ELECTRICAL PLAN	For approval in lieu of the original plan	2 ea
	DESIGN DRAWING OF POST-TENSIONED ELECTRICAL DUCT BANK		1 ea
	SCHEDULE OF DUCT BANK BASED ON ORIGINAL AND THE PROPOSED UNDERGROUND	Showing the 3 months time saving if underground is to be adopted.	1 ea

NOTHING FOLLOWS			
Total			5 ea

Transmitted by Date: 04/13/15

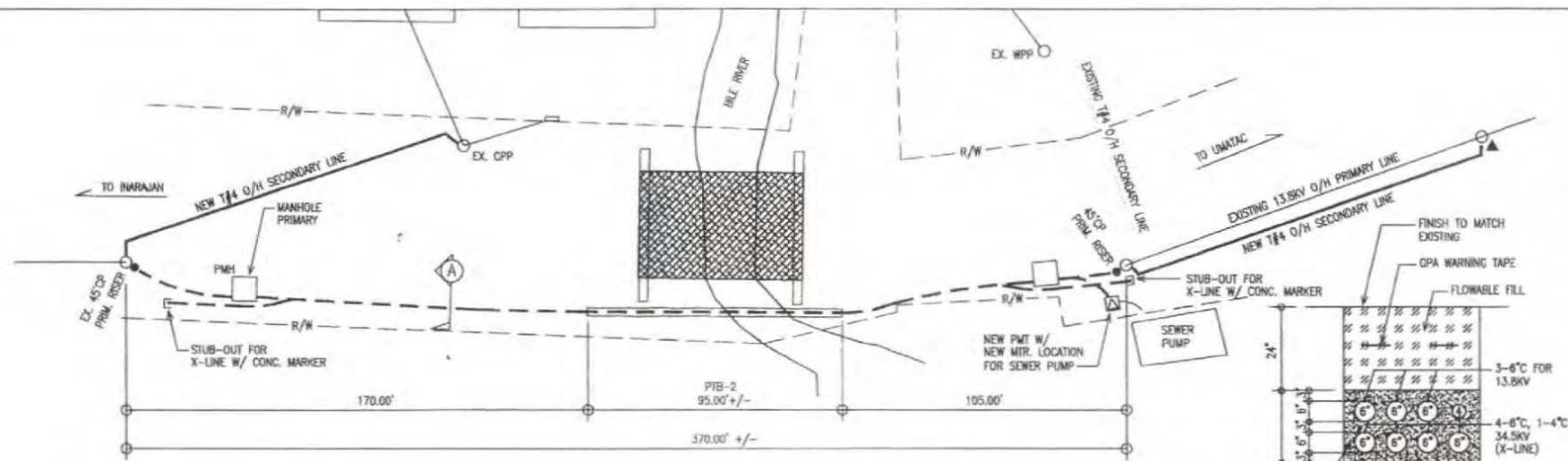
Received by _____ Date _____



REMOVAL PLAN



GUAM POWER AUTHORITY
P.O. BOX 2977 AGANA, GUAM 96910-2977



PROPOSED NEW ELECTRICAL UNDERGROUND @ BILE BRIDGE

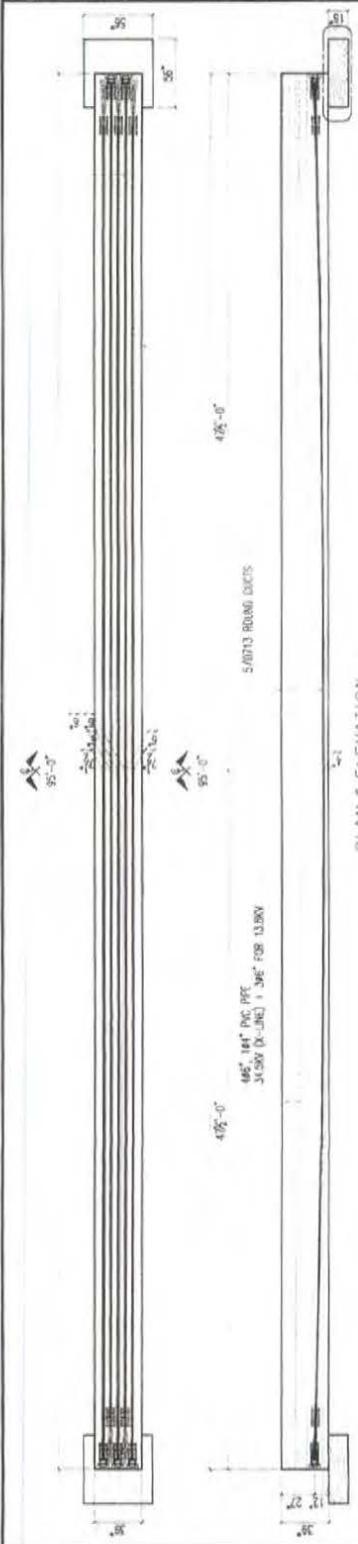
(A) TYPICAL DUCT LINE

REVISION
 (1) - 07/16/2017
 (2) - 07/16/2017
 (3) - 07/16/2017

DESIGNED & CHECKED BY
 DRAWN BY

PT ELECTRICAL DUCT BANK
 BILE / FIGUA BRIDGE REPLACEMENT
 PROJECT NAME:
 OWNER:
 Scale:
 NTS
 Drawing No. S-1
 Sheet 1 of 1

PT ELECTRICAL DUCT BANK
 SHEET CONTENTS



PLAN & ELEVATION
 P1 - ROAD

SECTION @ END
 P1 - ROAD

SECTION @ MIDSPAN
 P1 - ROAD

I. PRESTRESSED CONCRETE DESIGN
 CONCRETE STRENGTH SHALL BE AS FOLLOWS:
 $f'c = 5000$ psi - AGE OF STRESSING
 $f'c = 5000$ psi - @ 28 DAYS CYLINDER STRENGTH

L1. PRESTRESSED CONCRETE DESIGN STRESSES

L2. REINFORCING STEEL
 $1.2.1 f_y = 40$ ksi - #4 AND SMALLER
 $1.2.2 f_y = 60$ ksi - #5 AND BIGGER

II. BBR1 PRE-STRESSING SYSTEM

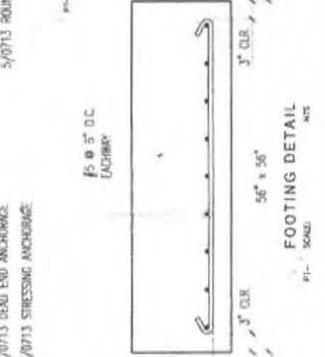
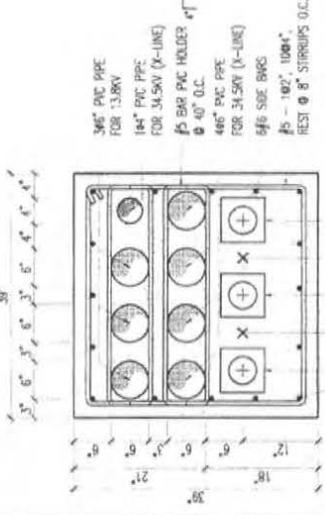
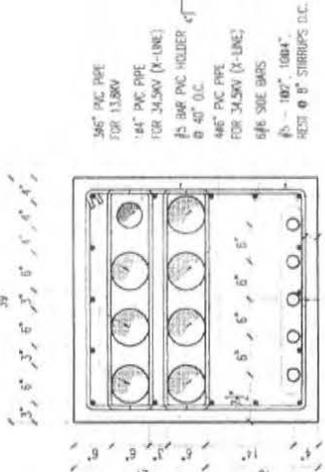
a. STRAND PROPERTIES
 ALL STRAND SHALL BE IN ACCORDANCE WITH ASTM 416-90A
 SEVEN WIRE STEEL STRAND FOR PRESTRESSED CONCRETES:
 DIAMETER : 0.5 in
 AREA : 0.153 in²
 BREAKING LOAD : 41.3 kips
 EMOI (YOUNG'S MODULUS) : 26500 ksi
 ULTIMATE TENSILE STRENGTH (UTS) : 270 ksi

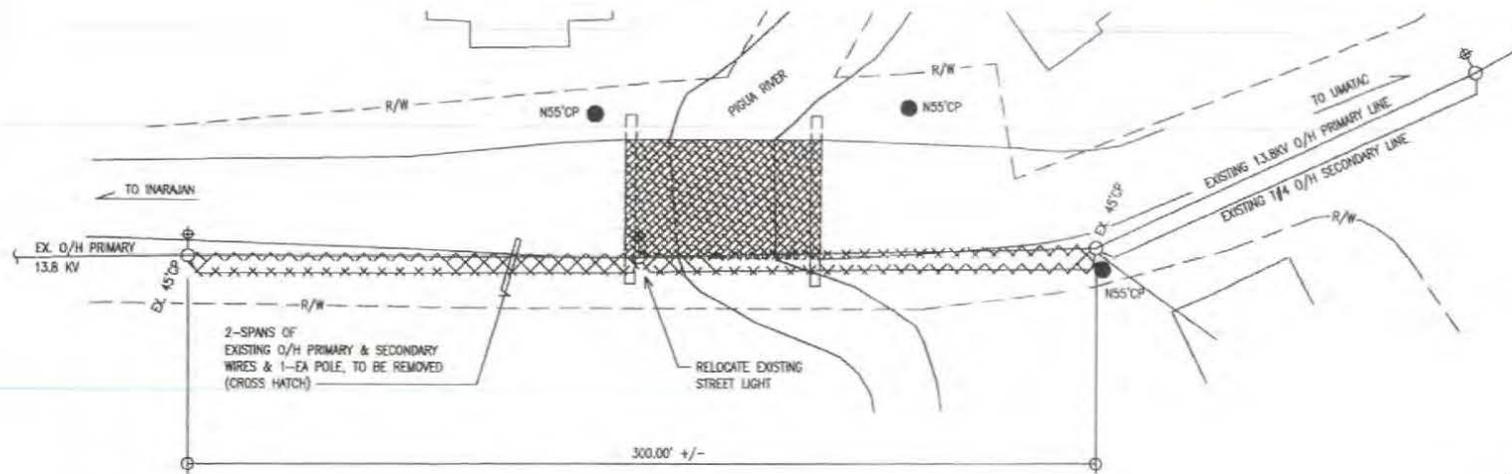
b. PRESTRESSING SYSTEM
 ANCHORAGE SHALL BE BBR CONA COMPACT
 CONFORMING TO THE FOLLOWING DESIGN PARAMETERS.
 DESIGN PARAMETERS
 COEFFICIENT OF FRICTION $\mu = 0.21$
 WOBBLE FACTOR $k = 0.0005$ rad/ft
 MAX WEDGE DRIP IN $\Delta = 0.25$ in

III. LOADINGS
 SOIL = 6 lbs/ft²
 LL = 10 psf
 ASSUMED ALLOWABLE SOIL BEARING = 4000 psf

M. SOIL BEARING
 ASSUMED ALLOWABLE SOIL BEARING = 4000 psf

PRELIMINARY

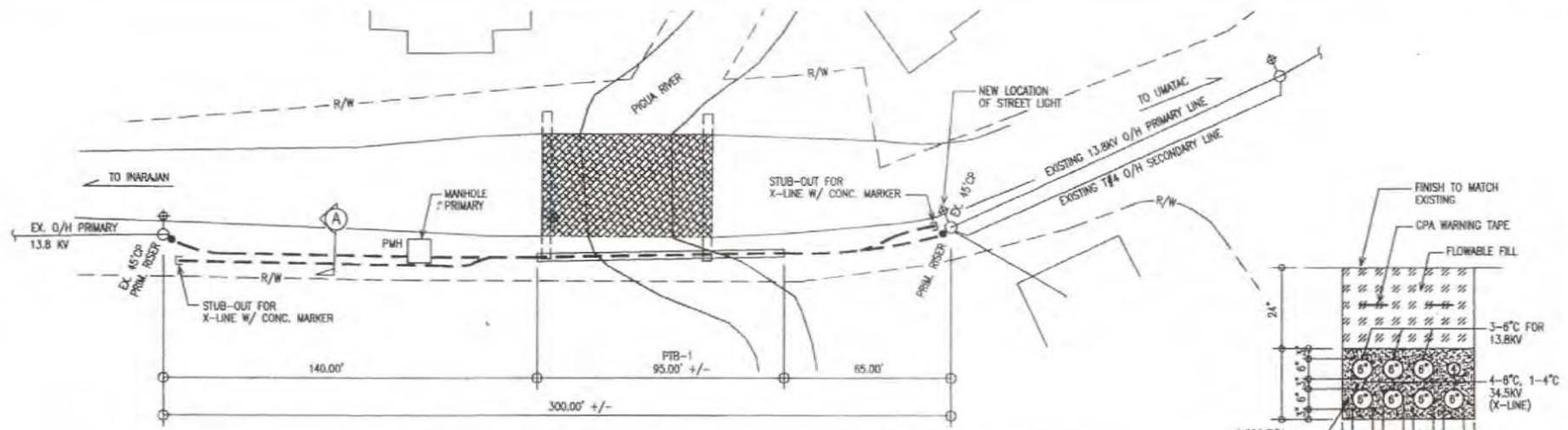




REMOVAL PLAN



GUAM POWER AUTHORITY
P.O. BOX 2977 AGANA, GUAM 96910-2977



PROPOSED NEW ELECTRICAL UNDERGROUND @ PIGUA BRIDGE

(A) TYPICAL DUCT LINE

BILE PIGUA BRIDGE REPLACEMENT
PROPOSED UNDERGROUND PT DUCTBANK

13-Apr-15

BASED ON ORIGINAL SCHEDULE x (6.5 mos)		Duration (days)	Duration (MONTHLY)								REMARKS
			Month1	Month2	Month3	Month4	Month5	Month6	Month7	Month8	
A1170	Design , fabricate and delivery of prestressed concrete piles	80 d									
A1190	Procure and delivery of new power poles (as per GPA-Supplier Agreement/Inspection Requirements	60 d									
A1440	Excavate trenches and const. of power pole foundations	20 d									
A1450	Install new power poles and crossarm	10 d									
A1490	Install new overhead secondary conductors/line	1 d									
A1570	Remove old pole and accessories	10 d									
A1620	Excavate and install new electrical	22 d									
A1700	Pull-out/remove old existing cable and conduit	5 d									
	Relocate transformer and accessories	1 d									
A1710	Testing and commissioning	5 d									
BASED ON PROPOSED PLAN x (3.5 mos)											
A1190	Construct new GPA manhole	30 d									
A1440	Excavate trenches	5 d									
A1290	Construct PT duct bank	25 d									2 locations
	*Construct transformer pad	5 d									
	*Transfer of transformer & accessories	1 d									
	*Remove old power pole	2 d									
	Install electrical underground line/system	5 d									
	Backfilling works	5 d									
A1710	Testing and commissioning	5 d									

Time Saving Factor

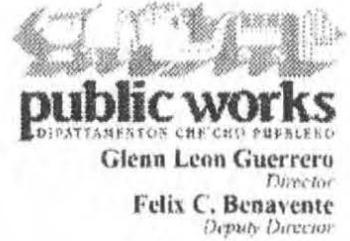
K

Exhibit K



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



Glenn Leon Guerrero
Director
Felix C. Benavente
Deputy Director

MAY 05 2015

Mr. Byong Ho Kim
President
Korando Corporation
P.O. Box 20538
GMF, GU 96921

**Ref: Bile/Pigua Bridge Replacement
Project No. GU-NH-NBIS(007)
SCHEDULE DELAY AND CONSTRUCTION PHASING PLAN**

Dear Mr. Kim:

At the meeting held at the Department of Public Works (DPW) on April 15, 2015, Korando stated that the construction phasing plan shown on Contract Drawings C-20 to C-23 is not buildable thereby requiring Korando to prepare an alternate construction phasing plan which has delayed the project. Korando said the contract phasing plan is not buildable because the roadway centerline passes over the existing temporary bridge. Korando stated that because the existing temporary bridge extends past the centerline, it will conflict with the Phase 1 construction.

Our review of the plans and data provided by Korando has confirmed that the phasing plan shown in the contract drawings is buildable. It is therefore apparent that Korando has elected to use an alternate plan for their own convenience to correspond to their chosen means and methods for the project. This is demonstrated by the following.

Clearance between Phase 1 Construction and Edge of Existing Bridge

Drawing S23 shows the edge of the Phase 1 deck 4' from the centerline toward the ocean side. Korando provided the attached drawing of Pigua and Bile Bridge Existing Condition on April 23, 2015. This drawing shows the location of the existing temporary bridges with respect to the centerline. The edge of the Phase 1 deck will be 5" clear of the existing Pigua Bridge (4' - 3'7") and 1'-3" clear of the existing Bile Bridge (4' - 2'9"). This clearance should be enough to set the precast deck planks and then thread nuts on the ends of the post tensioning rods (Re: Drawing S24, Detail 1).

Detail 1 on Drawing S5 clearly shows the roadway centerline passing over the existing temporary Bile and Pigua bridges as shown on the Korando drawing. However, as noted above, this does not cause a conflict between the existing temporary bridges and the proposed

7115-06-21

construction. The demolition limits shown in Detail 1/S5 indicate that additional clearance can be obtained, if needed, by the partial demolition of the cantilevered portion of the existing beam below the concrete barrier.

Korando's Alternate Phasing Plan is for Contractor Convenience

Korando's letter to the DPW dated April 15, 2015 includes the following statement: "The alternate phasing plan has been derived to consider the one time pile driving equipment mobilization. The construction of temporary steel bridge is also incorporated in the proposed phasing plan and it has a design to carry load for it is also be use as crane access."

Therefore, Korando, by their own admission, has proposed an alternate construction phasing plan to minimize equipment mobilization and allow crane movement back and forth across the bridge rather than staging a crane on both sides of the bridge. This is for contractor convenience and not due to problems with the design.

Note 2 on Drawing S5 states "The Contractor shall have the option to propose an alternate demolition and construction phasing sequence subject to the review and approval of the Contracting Officer. Alternate scheme will be at no additional cost to the government."

Korando has spent considerable time and resources preparing an alternate construction phasing plan and has yet to submit all the information required. Several submittals have been found to be deficient and have been returned for revision and resubmittal.

We wish to make it clear that Korando is solely responsible for cost impacts or delays resulting from their choice to pursue an alternate demolition and construction phasing plan rather than the construction phasing plan provided in the contract drawings.

If you have any questions or need additional information please contact, Mr. Isidro Duarosan, Supervisor, Federal-Aid Highway Construction Section at 649-3104, Mr. Crispin Bensen, Project Engineer, DPW at 649-3115, Mr. Houston Anderson, Construction Manager, Parsons Transportation Group, Inc. at 648-1066 or Mr. Jack Marlowe, Chief Resident Project Representative, Stanley Consultants at 646-3466.

Sincerely,



GLENN LEON GUERRERO

for:

Attachments: Korando Drawing – Pigua and Bile Bridge Existing Condition, Sheet 3 of 5

Cc: Isidro Duarosan, DPW
Crispin Bensen, DPW
Richelle Takara, FHWA
Jack Marlowe, CM
Joseph Pecht, PTG
Derrick Lehman, PTG
Houston Anderson, PTG

IDuarosan /JBiaz

Exhibit L

L

Section 108

108.03 Determination and Extension of Contract Time. FAR Clause 52.211-10 - Commencement, Prosecution, and Completion of Work is supplemented as follows.

Only delays or modifications that affect critical activities or cause noncritical activities to become critical will be considered for time extensions.

When Critical Path Method schedules are used, no time extension will be made for delays or modifications that use available float time as shown in the current construction schedule required by Section 155.

Time will not be extended for a claim that states insufficient time was provided in the contract.

When requesting a time extension, follow the applicable contract clauses. Make the request in writing and include the following:

- (a) Contract clause(s) under which the request is being made.
- (b) Detailed narrative description of the reasons for the requested contract time adjustment including the following:
 - (1) Cause of the impact affecting time
 - (2) Start date of the impact
 - (3) Duration of the impact
 - (4) Activities affected
 - (5) Methods to be employed to mitigate the impact
- (c) Suggested new completion date or number of days supported by current and revised construction schedules according to Section 155.

108.04 Failure to Complete Work on Time. FAR Clause 52.211-12 - Liquidated Damages) Construction is supplemented as follows.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the contract until substantial completion of the work.

Liquidated damages in an amount equal to 20 percent of the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the contract beginning with the day after substantial completion and ending with the date of final completion and acceptance.