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**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
HAGATNA GUAM**

In the Appeal of

Korando Corporation,

Appellant.

DOCKET NO. OPA-PA-15-009
**DECLARATION OF JOYCE C.H. TANG
IN SUPPORT OF KORANDO
CORPORATION'S MOTION FOR
SUMMARY JUDGMENT AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

I, JOYCE C.H. TANG, hereby declare that:

1. I am a member of the firm of Civile & Tang, PLLC, and submit this declaration in support of Appellant Korando Corporation's (collectively, "Korando") Motion for Summary Judgment and Memorandum of Points and Authorities in Support Thereof.

2. I have personal knowledge of the facts set forth herein, and if called upon to testify, I would and could competently testify thereto.

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3. A true and correct copy of the Stanley-DPW Contract (GU-NH-PCMS(002)) is attached hereto as **Exhibit A**.

4. A true and correct copy of the Task Order No. 5 is attached hereto as **Exhibit B**

5. A true and correct copy of Stanley's June 15, 2015 Invoice is attached hereto as **Exhibit C**.

6. A true and correct copy of the March 10, 2015 Stanley Minutes with Submittal Log is attached hereto as **Exhibit D**.

7. A true and correct copy of the June 16, 2015 Stanley Minutes with Submittal Log is attached hereto as **Exhibit E**.

8. A true and correct copy of Korando Corporation's September 8, 2015 Debarment Letter is attached hereto as **Exhibit F**.

9. A true and correct copy of the DPW's September 23, 2015 Memo is attached hereto as **Exhibit G**.

10. A true and correct copy of the Termination Notice is attached hereto as **Exhibit H**.

I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Respectfully submitted this 6th day of November, 2015.


JOYCE C.H. TANG

EXHIBIT A

COPY

13-0376

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

BASIC AGREEMENT

BETWEEN

STANLEY CONSULTANTS, INC.

and

DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM



CONTRACT FOR: PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO.: GU-NH-PCMS(002)
AMOUNT: \$2,000,000.00
PLACE: GUAM ISLANDWIDE

RECEIVED
APR 10 2013
Bureau of Budget and
Management Research
CPDOSTB-2140

THIS CONTRACTUAL AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the **DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM** (hereinafter referred to as the "Department"), an executive branch agency of the Government of Guam, whose address is 542 North Marine Corps Drive, Tamuning, Guam 96913, and **STANLEY CONSULTANTS, INC.** (hereinafter referred to as Construction Management Consultant "CMC"), a corporation duly licensed to do business in Guam, whose address is 718 North Marine Corps Drive, Suite 205, Upper Tumon, Guam 96913.

RECITALS

WHEREAS, the Department desires to engage the CMC to provide professional engineering services to the Department on the "Project" as solicited for in Requests for Proposals No. GU-NH-PCMS(002) (the "RFP") in accordance with the RFP, its Scope of Work, the CMC's submitted Proposal, and the other Contract Documents, all of which are incorporated herein by this reference; and

WHEREAS, the services to be rendered are of a special nature which has been determined to be in the best interest of the public and are to be performed under this Agreement by professional personnel other than the employees in the classified services of the Department; and

WHEREAS, the CMC has submitted a proposal and an interest in providing such services; and

WHEREAS, the award of this Agreement to the CMC has been made pursuant to a finding by the Evaluation Committee that the CMC is qualified based on the evaluation factors set forth in the RFP and that negotiations of compensation have been determined to be fair and reasonable; and

WHEREAS, the Department, after engaging in a competitive selection procurement process in accordance with the Guam Procurement Laws (Title 5, Guam Code Annotated, Chapter 5) and Regulations (Title 2, Guam Administrative Rules and Regulations, Division 4), is prepared to award this contract to CMC as the most qualified, responsive, responsible offeror;

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual terms, covenants, conditions set forth below, the parties AGREE as follows:

I. SCOPE OF CONTRACT

1.1 This is an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement for Professional Construction Management Services.

1.2 The CMC shall furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the Project, in strict compliance with the Contract Documents as defined in this Contract, which are hereby incorporated into and made a part of this Contract as though set forth verbatim herein.

1.3 Beginning on the date CMC receives Notice to Proceed (NTP) to begin performance of **Islandwide Professional Construction Management Services**, the CMC shall provide these services for the DPW on Government of Guam and/or federally funded projects through the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and other funding sources that may arise during the time of the contract based on the following:

A. CMC shall provide Construction Management Services on an "as-required" basis.

B. Definitions

1. "As-Required Basis." Project Assignments and actual scopes of work shall be determined by the Department. The CMC shall be available to discuss the Project Assignments and the associated scopes of work within two (2) business days after being notified by the Department.
2. "Construction Manager" An individual, identified by the Director, Department of Public Works or their designee, to manage and oversee all construction management responsibilities for the Guam Transportation Improvement Program (GTIP) construction or design-build projects, including oversight, management and administration of CMC's and related Department or consultant staff.
3. "Construction Management" Any service or work, the adequate performance of which involves professional construction inspection or observation, certifications, shop drawing review and approval, engineering calculations, specifications, revising construction details, construction interpretation, etc., and any such other services as are defined by 22 G.C.A. Section 32103(l).
4. "CMIS" The Department's Construction Management Inspection Services consisting of a Construction Management and Inspection Team organization; the CMIS Manual, containing forms and procedures for performing construction management inspection duties and administering a construction management inspection program; and software for documenting, coordinating, reporting and administering the function.
5. "Project Assignment" Either (a) a roadway construction project that is a part of the Guam Transportation Improvement Plan (GTIP) awarded and overseen by the Department for which the CMC is to perform, in whole or in part, construction management services, or (b) the provision of qualified staff to assist the Construction Manager in the oversight, management and administration of all construction projects in the GTIP. Project Assignments are individually negotiated with the CMC and authorized by a Task Order pursuant to this Agreement.
6. "Subcontractor" A Subconsultant to the CMC, contracted by the CMC to perform a portion of the services required by a CMC Task Order for the CMC. A Subcontractor may perform an independent set of services, such as surveying, or may augment the CMC's staff to help provide routine on-site inspection and reporting services.

7. "Project Representative(s)" CMC project personnel, consisting of (but not limited to) Chief Resident Project Representative (Resident Engineer), Construction Inspector, Document Control, and Administrative Assistant, who are tasked with completing a Project Assignment.
- C. Task Orders. The Department will issue Project Assignments by individual time and material or lump sum Task Orders. Such Task Orders will be issued only after the parties hereto mutually agree on: (1) the maximum total compensation to be paid to the CMC for the completion of all work required under the Task Order based on actual hourly pay rates, or (2) the lump sum compensation to be paid to the CMC for the completion of all work required under the Task Order based on actual hourly pay, and (3) the schedule of required submittal dates. If the parties hereto are unable to agree on the maximum total compensation for the Task Order or cannot agree on the schedule of the required submittal dates, the Department shall have the right to accomplish the Project by other means, including without limitation, the right to retain another CMC to complete the Task Order. Modifications of Scope of Work and cost can be made within each Task Order if determined that there is duplication of scope, surplus or shortfall of scope or funds in any task, and shall be approved by both the DPW Director and DPW Federal Highways Section Program Administrator.
- D. The CMC shall provide all services necessary to successfully implement the DPW's program through the execution of Task Orders under this contract. The services and responsibilities delineated below are intended to substantively define the Task Orders, but may not include all of the services required:
1. Within seven (7) days of the issuance of a Notice to Proceed for an authorized Task Order, which specifies the authorized Project Representative(s) and the maximum dollar amounts, the CMC shall be ready to provide the Project Representative(s) for a Project Assignment. Each Project Representative shall not begin work on a Project Assignment until specifically authorized to do so by the Construction Manager in writing. If the CMC is the sole or lead CMC firm for a particular construction project, one of its Project Representatives shall be designated by the CMC as the Chief Resident Project Representative. The Chief Resident Project Representative shall be a Professional Engineer registered and licensed to practice in Guam.
 2. The Construction Inspector (or designee determined by Chief Resident Project Representative and confirmed by the Construction Manager) shall provide continuous, on-site inspection and reporting of the work performed by the construction contractor, including the material furnished and the workmanship provided. The Chief Resident Project Representative shall make a WEEKLY, written report to the Construction Manager, or his designee, with respect to the material furnished, the workmanship provided and the progress of the work, all in relationship to the documents which constitute the contract between the GOVERNMENT of Guam and the construction contractor, (hereinafter referred to as "Contract Documents"), in accordance with the forms, procedures and practices as specified in the Construction Management Inspection Services (CMIS) Manual and as determined by the Construction Manager. The CMC's project-specific staff, under the direction of the Chief Resident Project Representative, shall perform some or all of the following field duties in accordance with the CMIS Manual:

- a. In consultation with the Construction Manager and any permitting agencies, prepare an initial, non-exclusive list of submittals required by the Project, and provide such list to the Contractor and to the Construction Manager within fourteen (14) days of CMC's Notice to Proceed for a Task Order.
- b. Review the Project progress schedule, schedule of shop drawing submissions and schedule of values prepared by the construction contractor. Maintain an "as-built" schedule of the construction contractor's daily efforts during construction.
- c. Attend preconstruction conferences, progress meetings, job conferences, and other Project-related meetings including public information meetings. Take and distribute minutes of all such meetings.
- d. Receive, review, distribute, make recommendations to the Construction Manager, and document the status of shop drawings and samples; receive samples which are furnished at the Project site by the construction contractor and notify Construction Manager and any permitting agency of their availability for examination.
- e. Advise Construction Manager and construction contractor immediately of the commencement of any work requiring shop drawing, sample submission or permits if the submission has not been accepted by the Department or any permitting agency.
- f. Compare and review all survey reports, cut sheets and other documents to insure they generally conform to the intent of Contract plans and specifications.
- g. Conduct on-site inspections of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- h. Report to the Construction Manager and construction contractor whenever the CMC believes that any work is unsatisfactory, faulty or defective or does not conform with the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment, and advise the Construction Manager when it is believed that any of the work should be corrected or rejected or should be uncovered for inspection, or requires special testing.
- i. Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the Department or the Construction Manager and record the outcome of these inspections and submit a report to the Construction Manager concerning these visits.
- j. Maintain hardcopy and in the Department provided electronic document control system, orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions or original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contractor's contract, CMC's, or design professional's, or Department's clarifications and interpretations of the Contract Documents, progress

reports, and other Project related documents. The electronic document control system to be used will be determined on a project specific basis and will be specified in the Task Order. Keep daily inspection report(s), recording the construction contractor's and other supporting contractor's (for example Archeological and Quality Assurance Testing) working and non-working hours on the Project site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, equipment used and idle, daily quantities, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and send copies to the Construction Manager each week.

- k. Provide videotape and photographic documentation on CD ROM of construction progress on the Project site.
- l. Establish and maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment doing business at or for the Project site.
- m. Furnish the Construction Manager with monthly reports of progress of the work and construction contractor's compliance with the approved progress schedule, and schedule of shop drawing status.
- n. Consult with the Construction Manager in advance of major tests or inspections or the start of important phases of the work.
- o. Report immediately to the Construction Manager upon the occurrence of any accident on the Project and document any observations and related information available.
- p. Monitor the construction contractor's compliance with the approved NPDES or other environmental permits and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the Construction Manager.
- q. Conduct final inspections in the company of the Department, Designer, Construction Manager, and construction contractor and prepare a final list of items to be completed or corrected.
- r. Verify that all items on the final "punch" list developed during the final inspection have been completed or corrected and make recommendations to the Construction Manager concerning the completion and acceptability of the construction contractor's work.
- s. Consult with and advise the Construction Manager as to possible change orders, issue all instructions to the construction contractor requested by the Construction Manager, and with respect to change orders proposed by the Department or the Construction Manager, prepare such change orders.
- t. Receive, review, and analyze samples, catalogue data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the construction contractor submits in accordance with the Contract Documents. Forward to the Construction Manager or the design professional, as appropriate, such items requiring their review

- and/or approval. Maintain a log of Requests for Information (RFI), submittals, test results, value engineering proposals, and change authorizations on the Project.
- u. Record on the plans issued by the Department as Contract Documents, the dimensions and location of all components of the Project in accordance with the CMIS Manual. These plans will be used to verify the "As-Built" drawings submitted by the construction contractor upon completion of the Project. Within thirty (30) days of construction contractor submittal of "As-Built" drawings, the CMC shall complete the review of the "As-Built" drawings and shall furnish such record plans to the Construction Manager.
 - v. Establish and implement a quality assurance (QA) program to monitor the construction contractor's quality control program (QC). Notify, in advance, the Department's quality assurance testing contractor to perform tests as required in the Contract Documents and in accordance with the CMIS Manual.
 - w. Maintain a comprehensive list and evaluation of the construction contractor's QC/QA records.
 - x. Verify by measurement, on a daily basis, quantities of work installed by the construction contractor, Record these measurements on the form prescribed in the CMIS manual.
 - y. Prepare or verify by measurement, monthly and final estimates for payments to the construction contractor, and furnish to the Construction Manager any necessary certifications as to payments to construction contractors and suppliers, assemble written guarantees and/or warranties that are required by the Contract Document.
 - z. Review the certified payrolls submitted by the construction contractor for conformance with the labor requirement in the Contract Documents. Advise the construction contractor to submit supplemental certified payrolls for items that require modification. Advise the Construction Manager when certified payrolls do not conform to the requirements in the construction contract.
 - aa. Evaluate Requests for Change Orders, Proposed Change Orders, or claims by the construction contractor or others and make recommendations concerning each to the Department through the Construction Manager.
 - bb. Upon completion of the Project, review the work for conformance with the Contract Documents, present written recommendations to the Construction Manager as to the acceptance of the Project by the Department, and approve, in writing, final payments to the construction contractor.
3. The Construction Inspector and Resident Chief Project Representative shall have cellular telephone(s) to facilitate communication with the Department, the Construction Manager, the construction contractor and other persons as may be deemed necessary.

4. Provide vehicle(s) for use by the CMC's personnel performing on-site inspections and observations. Provide for use by the CMC's personnel all standard specifications and manuals applicable to the project (CMIS, AASHTO, ASTM, etc.), office supplies and equipment necessary to properly and adequately perform the service. If not specifically provided by the construction contractor, provide for use by the CMC's personnel office space on the Project site(as required in construction contractor's contract), which shall, at a minimum, be equipped with a conference area and hard wired telephone, hardwire fax machine, copy machine, computer(s), sink and toilet.
5. Provide, in writing, the names and contact numbers of at least three (3) 24-hour emergency contact personnel of the CMC who have personal knowledge of the work and can respond to emergency situations. At least one of those persons listed must be available locally at all times during the contract period. This submittal shall include, at a minimum, home, office, fax and cellular telephone numbers for these personnel.

For the provision of qualified staff to assist the Construction Manager, the CMC shall:

1. Provide qualified individuals, by number and type and for a duration specified in a Task Order, to assist the Construction Manager in carrying out the duties of the Construction Manager's office at the location determined by the Construction Manager.
2. Such individuals shall remain under the administrative supervision of the CMC but shall perform duties as functionally provided by the Construction Manager.

II.

TERM AND TIME OF PERFORMANCE

2.1 The term of this Contract is for a period of **three (3) years (36 months), with an option to extend the agreement for an additional two (2) one (1) year periods, subject to the availability of funding.** The parties agree that time is of the essence in the performance of the obligations under this Contract and, therefore, CMC agrees to commence work under this Contract beginning at the issuance of NTP and ending no later than three (3) years thereafter, unless extended.

2.2 Issuance of Task Orders, approved by the DPW Director and DPW Federal Highways Section Program Administrator if funded by Federal Highway Authority, shall be made within the term of the Contract as set forth in paragraph 2.1. The CMC shall complete each Task Order, within the time, or date indicated by the Department in each Task Order, in which time or date may extend beyond the term of the Contract.

2.3 The Department makes no guarantee whatsoever as to the minimum amount of services that will be required under this Contract and no fee adjustment will be made if the amount of the services requested is less than anticipated. The Department reserves the right to add to or delete any item from this proposal or resulting Contracts when deemed to be in the best interest of the Government of Guam.

III.
COMPENSATION AND PAYMENT FOR SERVICES

3.1 Compensation and Payment for Services. The Department will compensate the CMC for services rendered for Task Orders issued pursuant to Section I (Scope of Contract) based on available funds and not to exceed **two million and 00/100 dollars (\$2,000,000.00)** unless this Agreement is modified and agreed in writing by the parties hereto.

The Department will furnish the CMC a Task Order specifying the services to be performed and the fees to be paid for each Task Order. The total dollar amount of the Task Orders issued under this agreement shall not exceed the Not-To-Exceed amount stated above. Each Task Order will be funded and encumbered separately. The total Not-To-Exceed amount of this Contract can be funded by multiple Task Orders. Therefore, it is agreed that the CMC will not be obligated to perform services or incur costs which would result in exceeding the funding limit, nor will the Department be obligated to pay the CMC for costs or fees in excess of the funding limit.

Each Task Order issued under or pursuant to this Agreement shall be expressly made subject to the terms of this Agreement and shall incorporate the terms and conditions of this Agreement by reference. If there is conflict between the Task Order and this Agreement, the terms and conditions of this Agreement shall control.

Payment for the CMC's services shall be made by Task Order on a firm fixed price, or the actual number of hours expended (time and materials), based on actual hourly pay rates, or as a combination firm fixed price and time and materials, as specified in the Task Order(s).

3.2 Payment for Overtime Premiums. The use of overtime for non-exempt employees is not authorized under this Agreement unless the overtime premium is actually paid for work:

- Approved in advance by the Department; and
- Necessary to cope with emergencies, or occasional production bottlenecks resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature; or
- That will result in lower overall costs to the Department.

Any advance request for overtime premiums shall include all estimated overtime for Task Order completion and shall:

- Identify the work unit; e.g., specific task or work component in which the requested overtime will be used, together with present workload, staffing, and other data about the affected project responsibility sufficient to permit the Department to evaluate the necessity for the overtime;
- Demonstrate the effect that denial of the request will have on the Task Order delivery or performance schedule;
- Identify the extent to which approval of overtime would affect the performance or payments in connection with other Task Orders with identification of each affected Task Order; and

- Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.
- Time charges in excess of forty (40) hours per week for exempt employees will be compensated at the employee's standard rates (no premium), excluding tasks which may be negotiated as lump sum.

3.3 CMC's Other Direct Non-Salary Costs. The CMC shall be reimbursed for all out-of-pocket expenses reasonably associated with services performed under this Agreement and are reimbursable in accordance with FAR Part 31 and as otherwise specified herein. Out-of-pocket expenses shall be invoiced as negotiated in the Task Order(s). To ensure compliance, travel and per diem costs will be based on the U.S. General Service Administration Guidelines. The CMC shall support such claims for reimbursement by copies of receipts, expense account records, invoices and other documentation acceptable to the Department in accordance with the FAR Part 31.

3.4 Invoices. The CMC shall submit invoices monthly to the Department for each Task Order which shall include pertinent Weekly Construction Reports as specified in paragraph 3.6 (Weekly Construction Reports). The Department shall provide payment in accordance with Executive Order 2009-09 for all services performed to reasonably satisfactory standards. Incomplete or inaccurate invoices will be returned to the CMC for correction and resubmittal. If the Department disputes any portion of amount due to the CMC, the Department shall notify the CMC in writing of disputed charges within 30 days of submittal of the CMC's invoice.

A. Lump Sum Task Orders:

For Task Orders established as lump sum, the CMC shall submit invoices monthly, or as otherwise specified in the task order, to receive progress payments for services and expenses based on the percentage of services that have been completed and accepted by the Department during the billing period, or as otherwise agreed in writing between the CMC and the Department.

Subject to GSA Policy Office Regulations, an adjustment to the fee stated herein may be requested by the CMC and authorized by the Department if the physical scope of work, time for completion, or services requested is increased over that agreed to in the Task Order.

B. Time and Materials Task Orders:

For Task Orders established as time and materials, the Department will compensate the CMC for all reasonable, allocable and allowable costs incurred as outlined in Exhibit A. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement and Federal Acquisition Regulation (FAR) Part 31. The CMC will be compensated for services based on actual hourly pay rates as specified in Section 3.1. herein.

The CMC shall maintain time records indicating the actual hours and tasks performed and shall submit to the Department a summary of such time records with the monthly invoice. Time records shall identify the individual performing the services, dates that the individual performed services, number of hours worked (total by category and by individual), labor classification, rate per hour, total due for each individual and total amount due. Other payroll-related information shall be supplied as required by the Department. Payments made to the CMC shall be based on the time records required herein. Payment for such services will be based on approved time incurred during the billing period. Such compensation shall be considered full payment inclusive of all direct and indirect costs, profit and taxes.

When 50 percent, 75 percent and 90 percent of the costs have been incurred on a Task Order, the CMC shall notify the Department, in writing, and identify if the remaining work is anticipated to be completed with the remaining allotted funds.

3.5 Notice of Intent to Disallow Costs. Notwithstanding any other clause in this Agreement:

- The Department may at any time issue to the CMC a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the Agreement terms, as long as such disallowance is in accordance with the FAR Part 31; and
- The CMC may, after receiving a notice of intent to disallow specified costs, submit a written response to the Department, with justification for allowance of the costs. If the CMC does respond within 60 days, the Department shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Department's rights to take exception to incurred costs.

3.6 Weekly Construction Reports. Unless otherwise instructed by the Department, weekly construction reports shall be prepared and submitted with each invoice. Weekly construction reports shall contain an accurate and detailed accounting of the work accomplished to date. The weekly construction report shall also discuss any problems the CMC has encountered since the previous report, any problems it foresees, and a corrective action plan for minimizing the effect of the problem(s) encountered. Changes in personnel shall also be documented in the report.

3.7 Task Order Acceptance and Final Payment. Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under each Task Order and this Agreement. Prior to final payment and as a condition precedent thereto, the CMC shall execute and deliver to the Department a notarized release in a form approved by the Department, of claims against the Department arising under and by virtue of this agreement.

3.8 Cost or Pricing Data Cost or pricing data must be submitted to the Department and timely certified as being current, complete, and accurate as of the date of agreement on price for Task Orders over \$200,000 or as otherwise specified by the Department.

If certified costs or pricing data are subsequently found to have been inaccurate, incomplete or noncurrent as of the date stated in the certificate, the Department is entitled to an adjustment of the Task Order price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the Task Order price in the amount of the defect plus related overhead and profit or fee. Therefore unless there is a clear indication that the defective data was not used or relied upon in negotiation, the price will be reduced in such amount. The above shall be in accordance with the FAR Parts 15 and 31, and as further elaborated in Exhibit A.

IV.

"CONTRACT DOCUMENTS" DEFINED

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made part hereof, and collectively evidenced and constitute the Contract between the parties hereto, and they are as fully a part of this Contract, as if they were set out verbatim and in full herein:

- A. Request for Proposals and all attachments, forms, or exhibits thereto;
- B. CMC's Proposal;
- C. Formal Contract;
- D. Notice of Intent to Award;
- E. Task Order(s);
- F. All Amendments or Addenda to the Request for Proposals; and
- G. All Amendments to Contract.

V.

CHANGES IN SCOPE OF WORK AND SERVICES

5.1 **Change Orders.** By a written order, at any time, and without notice to surety, the Department may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the Territory in accordance therewith;
- (B) Method of shipment or packing; or
- (C) Place of delivery.

5.2. Adjustments of Price or Time for Performance. If any such change order increases or decreases the CMC's cost of, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the contract amended in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Guam Procurement Law and the Guam Procurement Regulations.

Failure of the parties to agree to an adjustment shall not excuse the CMC from proceeding with the contract as changed, provided that the Territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CMC shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

5.3. Time Period for Claim. Within thirty (30) days after receipt of a written change order under Paragraph 5.1 ("Change Orders") of this clause, unless such period is extended by the Department in writing, the CMC shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CMC's claim unless the Territory is prejudiced by the delay in notification.

5.4. Claims Barred After Final Payment. No claim by the CMC for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

5.5. Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CMC's right to pursue a claim arising under the contract if pursued in accordance with the clause in the Guam Procurement Regulations entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause, or for breach of contract."

VI.

TERMINATION OF AGREEMENT

6.1. Termination by the Territory. Nothing herein shall be construed to waive the rights of the Department and the Government of Guam to stop work or otherwise terminate this Contract as provided for, and in accordance with, Guam law. If the Department terminates this Contract for convenience, then it shall be responsible for the payment of any preparatory work, engineering, material ordered and labor expended up to the date of termination. The Department shall give written notice of the termination to the CMC specifying the part of the contract terminated and when termination becomes effective.

VII.

INDEMNIFICATION

Pursuant to this Contract, CMC shall indemnify and hold harmless the Department, the Government of Guam, and all its respective officers, agents, and employees from any loss, damage, liability, expense, claims, suits, actions, costs of suit and attorney's fees because of damage to property or injuries to persons (including death) arising from any negligent act,

omission, or breach on the part of CMC, its agents, employees and subcontractors, in connection with this Contract, or from any breach of any of its obligations under this Contract.

CMC shall defend at its own expense any suits or other proceedings brought against the Department, the Government of Guam, its officers, agents, and employees, based on any alleged negligent act, omission, or breach by CMC, its employees, agents or subcontractors, in connection with this Contract, or from any breach of any of its obligations under this Contract, and shall pay all expenses and satisfy all judgments which may be rendered against the Department, the Government of Guam, or its officers, agents or employees, based upon such negligent act, omission, or breach, including all costs, expenses of suit and attorney's fees.

VIII. **INSURANCE**

8.1. At its sole cost and expense, the CMC shall place and maintain with responsible insurance carriers who cover the region of Guam and scope of this contract, any insurance as required by the Department, and in form and with insurers acceptable to the Department.

All policies, with the exception of Workers Compensation Insurance and Professional Liability Insurance, shall be endorsed to include the CMC and the Client, and their respective officers, directors, agents and employees as additional insured.

8.2. Insurance Requirements. CMC shall obtain and keep in force throughout the term of this Contract such policies of insurance with the limits and provisions as follows:

- (A) Workers Compensation in accordance with the statutory requirements of Guam;
- (B) Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000);
- (C) Commercial General Liability in a broad form and in an amount not less than Two Million Dollars (\$2,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, for property damage, and include endorsements for contractual liability;
- (D) Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for bodily injury and property damage applicable to owned, rented, leased, or borrowed automobiles while in the custody of the insured or anyone driving such vehicles with insured's permission; and
- (E) Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

IX. **INDEPENDENT CONTRACTOR**

In the performance of this Contract, it is expressly understood that CMC's status is that of an Independent CMC and not as an agent, partner, joint venturer or employee of the Department or the Government of Guam. CMC's conduct shall be in accordance with that

status. If CMC is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

CMC does not have, nor does it hold itself out as having, any right, power or Department to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Department, or to pledge the Department's credit, or to extend credit in the Department's name. In addition, nothing contained in this Contract shall be deemed or construed by the parties hereto, or by any third party, to create the relationship of principal and agent, or a partnership or a joint venture, or of any association between the Department and CMC.

The CMC is liable for document errors and damages (added costs) to the Government of Guam as a result of negligent performance as discussed below:

- A. Liability for Document Errors. The CMC is liable for correcting errors or omissions for all data provided with respect to field inspection and observation, quality assurance monitoring, coordination and reporting, or other services furnished by the firm. Corrections are at no cost to the Government of Guam. This liability is absolved by the Government of Guam review, approvals, acceptance of work, or payment of work by the end of project.
- B. Liability for Damages. When the Government of Guam incurs additional costs that result from deficiencies as specified in subparagraph IX A. (Liability for Document Errors), negligence, such as Agreement modifications, the extent of the CMC liability is determined by the professional judgment of the Program Administrator (with the advice of technical personnel and legal counsel). The extent of liability is valued against four conditions:
 - i. The construction management modifications must be attributed to all and/or any data error or omission, negligence;
 - ii. The data error or omission must stem from an act or omission, negligence by the CMC;
 - iii. The act or omission on the CMC's behalf must result from failure to meet reasonable professional standards; and
 - iv. The Government of Guam must have been damaged.

X. REPRESENTATIONS

The CMC has not knowingly influenced, and will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 of the Guam Procurement Regulations;

The CMC has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in § 11107 of the Guam Procurement Regulations; and,

The CMC is not aware of any current engagement or relationship with any public or private party that could potentially create a conflict of interest with the Department, the

Government of Guam or any of its Agencies or Instrumentalities. The Department reserves the right to terminate or modify this Contract in the event any conflict or potential conflict arises or is discovered.

XI.
SOVEREIGN IMMUNITY

Nothing in this Contract shall be construed to waive, or to act as a waiver of, the sovereign immunity of the Government of Guam or the applicability of the Guam Government Claims Act.

XII.
MISCELLANEOUS PROVISIONS

12.1. Venue and Governing Law. CMC hereby specifically consents and agrees to the jurisdiction and forum of the Superior Court of Guam with respect to any and all claims or disputes which may arise hereunder, an expressly waives any and all rights it may otherwise have had to contest the same or to proceed in a different jurisdiction or forum. At all times, this Contract shall be governed by and construed in accordance with the laws of Guam.

12.2. Compliance with Laws. CMC shall comply with all applicable Federal, state and local laws, statutes and ordinances, and with all legal and applicable rules, regulations or orders of any governmental department, board, bureau or agency having jurisdiction over the subject of this Contract.

12.3. Interest of Members of the Department and Others. No officer, member, or employee of the Department who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

12.4. Covenant Against Contingent Fees. The CMC warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Department the right to terminate the Contract or, as consideration, deduct the amount of such commission, percentage brokerage or contingent fee from the Contract price. This warranty shall not apply to commission's payable by CMC upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the CMC for the purpose of securing business.

12.5. Other Contracts. The Department or other parties approved by the Department may award other contracts for additional work, and the CMC shall fully cooperate with such other Contractors and carefully fit the work to that provided under other contracts as may be directed by the Contracting Officer. The CMC shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

12.6. Disputes. All claims and disputes arising under or relating, directly or indirectly, to this Contract between the parties hereto shall be resolved first by written appeal to the Director of the Department of Public Works, then pursuant to the Government Claims Act (5 G.C.A § 6101, et seq.). If any legal action, suit or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach or default in connection with any of the provisions of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred in the action, suit or proceeding, in addition to any other remedy or relief to which it may be entitled. Notwithstanding the pendency of any dispute arising under this Contract, the CMC shall diligently proceed with the work as directed.

12.7. Contract Binding Upon Parties, Successors. It is agreed that this Contract and all of the Covenants hereof shall inure to the benefit of, and be binding upon, the Department and the CMC respectively and the CMC's partners, successors, assigns and legal representatives. Neither the Department, nor the CMC, shall have the right to assign, transfer, or sublet the CMC's interest or obligations hereunder without written consent of the other party.

12.8. Liens. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material supplier or other person can or will contract for or in any other manner have or acquire any lien upon the works covered by this Contract.

12.9. Non-Gratuity. The CMC further agrees to execute and file a Non-Gratuity Affidavit before final payment under the Contract is made by the Department.

12.10. Notices, Correspondence and Payments. All notices, correspondence, and payments required to be sent to either party hereunder shall be sent to the parties at the address stated below, either by mail or delivered personally or by facsimile and confirmed by letter. Service of any notice or demand by mail shall be by registered letter, receipt requested, and shall be deemed effective ten (10) days after mailing or on the date actually received, whichever is first.

For the Department:

Department of Public Works
Office of the Director
542 North Marine Corps Drive
Tamuning, Guam 96913

For the CMC:

Stanley Consultants, Inc.
718 North Marine Corps Drive, Suite 205
Upper Tumon, GU 96913

Each party may change its designated address by serving notice, in writing, on the other party as provided above.

12.11. Subcontractors. CMC shall not be permitted to subcontract any portion of the Contract without the prior written consent of the Department. The CMC shall file a copy of all subcontracts with the Department. The Department's approval of a subcontract shall not, in any event, relieve CMC of its responsibility under the Contract. Any attempted assignment or

subcontract without the prior written consent of the Department shall be void. Where a subcontract is permitted, the CMC agrees to bind every subcontractor by the terms of this Contract and all Contract Documents. Nothing in this Contract or the Contract Documents shall be construed as creating any contractual relation between any subcontractor and the Department.

12.12. Severability. If a provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

12.13. Proprietary Information. When concurrent written identification of Proprietary Information is not feasible at the time of disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Oral communications pertaining to the Services shall be presumed to be Proprietary Information unless otherwise indicated by the disclosing party.

Proprietary information shall not be disclosed to any other person except to those individuals who need access to such Proprietary information to ensure proper performance of services. Neither party shall be liable for disclosure or use of Proprietary Information which:

- Is generally available to the public without breach of this Agreement;
- Is disclosed with the written prior approval of the disclosing party; or
- Is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. However, each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Agreement. This section shall survive termination of this Agreement.

12.14. Access to Records & Audit Review. The CMC shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its corporate offices or headquarters at all reasonable times during the term of this Agreement and for three years from the date of final payment under this Agreement, for inspection by the Department. Any audit review pursuant to this section shall be in accordance with applicable FAR / FHWA guidelines.

12.15. Deliverables. Upon payment in full for the Services, and unless otherwise agreed, Deliverables shall be the property of the Department. CMC shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Department. The Department shall be solely responsible for any disclosure of the Deliverables, which may be required by law and shall indemnify and hold CMC harmless for any loss, liability, or claim resulting from Department's failure to make such disclosure. Where

applicable laws require immediate disclosure by CMC, the CMC shall make its best efforts to give prior notice to the Department. At the Department's request and expense, the CMC will assist the Department in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, the Department acknowledges that in the course of its performance under the Agreement the CMC may use product materials and methodologies proprietary to CMC, and the Department agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties. The CMC makes no representation that Deliverables are suitable for reuse on any other project and any such reuse shall be at the sole risk of the Department.

12.16. Defective Work. Any errors and omissions caused by the negligence of the CMC with respect to its scope of services that may be discovered before the completion of any phase or within such time as required by the Task Order shall be fixed by the CMC to conform to the spirit and the intent of the specifications and the Task Order. The fact that the Project Administrator or the Construction Manager or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

12.17. Equal Employment Opportunity. Section 2.02 of the President's Executive Order 11246 dated September 24, 1965 (as amended) requires the CMC to not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CMC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

12.18. Wage Determination. The CMC is required to be in compliance with the Wage Determination for Guam (5 G.C.A §5801 and §5802) (Exhibit C).

§5801 Wage Determination Established. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§5802 In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

12.19. Warranty Against Employment of Sex Offenders (Public Law 28-98:2). CMC warrants that no person providing services on behalf of CMC has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. If any person providing services on behalf of CMC is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

12.20. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof.

12.21. Effective Date. The effective date of this Contract shall be the date of the Governor of Guam's signature on this Contract.

12.22. Certification Regarding Lobbying. The Consultant signed a "Certification Regarding Lobbying" (Exhibit B). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above-written.

CONSULTANT:

[Handwritten signature]

RICHARD STUMP, AIA, LEED AP BD+C
Vice President/RME, Guam
Stanley Consultants, Inc.

CERTIFIED FUNDS AVAILABLE:
Account No. 5101F121068IB105-230
NO FUNDS NECESSARY

[Handwritten signature]
JOAQUIN R. BLAZ, BMA IV,
Certifying Officer, Acting
Program Administrator
Highways (Horizontal) Engineering &
Maintenance
Department of Public Works

Date: MARCH 11, 2013

Date: 4/15/13

CONCUR:

[Handwritten signature]
PAUL C. WOLF, P.E.
Acting Chief Engineer - Highways
Department of Public Works

[Handwritten signature]
CARL V. DOMINGUEZ
Director
Department of Public Works

Date: 4/12/13

Date: 4/15/13

CLEARED AS PER BBMR'S REVIEW

APPROVED AS TO FORM AND LEGALITY:

[Handwritten signature]
JOHN A. RIOS
Director
Bureau of Budget and Management Research

CLEARED PER
BBMR'S REVIEW

[Handwritten signature]
LEONARDO M. RAPADAS
Attorney General of Guam

13-0376

Date: APR 23 2013

Date: 5/17/13



APPROVED:

[Handwritten signature]
HONORABLE EDDIE BAZA CALVO
Governor of Guam
JUN 04 2013

Date

DEPARTMENT OF REGISTRATION
Registered: JUNE 12, 2013
Registered No.: CP30601100
Book No.: number # 50016374
Registered by: [Signature]

TN006918

Exhibit A: Schedule 1

Guam DPW

Islandwide Professional Construction Management Services, Project No. GU-NH-PCMS(002)

Firm: Stanley Consultants, Inc.

Total Overhead Rate: 149.53 Year: 3/31/12 Independently Audited: Deloitte & Touche

Fiscal Year for Books: 4/1/11-3/31/12 FCCM (Facilities Cost of Capital): .31 % (not in overhead)

Date of Annual Salary Adjustments: April 1

Other Direct (Non-Salary) Costs – Standardized List

Item	Amount	Notes
Long-term Housing (Guam)	\$2,000/mo. max. allowable	Must be pre-approved by DPW. Certification of home ownership or rental commitment is required.
Mobilization / Demobilization		
Household Goods Shipment	\$5,000 max. allowable	Lump sum allowance will be paid each way for mobilization and demobilization. Must be 100% dedicated to Federal Aid Projects.
Airfare	Economy / Coach Class One way ticket / person	One-way airfare will be reimbursed each way for mobilization and demobilization. Must provide original boarding pass stubs.
Airline Baggage Fees	Single – 2 bags max. allowable	Baggage fees will be reimbursed each way for mobilization and demobilization.
Vehicle Shipment	\$3,000 max. allowable each way	Lump sum allowance will be paid each way for mobilization and demobilization, if not using Project Leased Vehicle off hours. Employee must be 100% dedicated to Federal Aid Projects.
Car Rental (Guam)	Limited to 14 days	Reimbursement will include fuel charges.
Temporary Lodging	Limited to 14 days	Not to exceed the Maximum Lodging Rate for Guam published by the Government Services Administration. http://www.gsa.gov/portal/category/21287
Per Diem (Guam)	\$55 / day Limited to 14 days	One day of per diem will be paid for each reimbursable hotel night on Guam. Family members are not eligible for per diem.
Vehicles / Fuel / Mileage		
Project Leased Vehicles	Fixed rate monthly as negotiated prorated based on hours	Monthly rates include lease cost, management fee, insurance, registration, maintenance, repairs, fuel and all incidentals.
Company Owned Vehicle	Fixed rate monthly as negotiated prorated based on hours	Monthly rates include, management fee, insurance, registration, maintenance, repairs, fuel and all incidentals.
Car Rental (Guam)	Actual cost, including fuel	Must be pre-approved by DPW.
Mileage	Actual miles x GSA mileage rate	Reimbursable for employees using personal vehicle for business purposes. http://www.gsa.gov/portal/content/100715
Short-term Assignment		
Airfare	Economy / Coach Class	Must provide original boarding pass stubs.

Item	Amount	Notes
Ground Transportation to/from Airport	Taxi / Shuttle - Actual Cost Personal Vehicle - Actual miles x GSA mileage rate	Airport parking, if required, will be reimbursed at actual cost. GSA rate: http://www.gsa.gov/portal/content/100715
Lodging (Guam)	Actual cost	Not to exceed the Maximum Lodging Rate for Guam published by the Government Services Administration. http://www.gsa.gov/portal/category/21287
Per Diem (Guam)	\$55 / day	One day of per diem will be paid for each reimbursable hotel night on Guam.
Copy/Print		
Printer, Copier, Plotter Equipment	Actual cost of lease or purchase	Must be for exclusive project use and pre-approved by DPW. Corporate equipment cost shall be included in indirect cost rate (overhead).
Paper, Toner, Maintenance	Actual cost of services and consumables or as negotiated flat rate per month prorated based on hours worked	If not included in lease or overhead.
Printing & Copying (external)	Actual cost of services	
Miscellaneous		
Project Supplies	Actual cost	Includes: folders, binders, labels, CDs/DVDs, storage boxes and other miscellaneous project consumables that will be turned over to DPW.
Mobile Phones	Supplied by DPW or as negotiated flat rate per month prorated based on hours worked	Must be pre-approved by DPW and for Inspectors only.
Mail & Courier	Limited to project-related costs.	

Exhibit A: Basis of Compensation

Federal Cost Principles, Procedures and Accounting Standards. Department and CMC agree that Federal Acquisition Regulation (FAR) Part 31 shall be used to determine the allowability of costs for which CMC seeks reimbursement.

Reimbursable Costs. Reimbursable costs shall be limited to those costs allowable under FAR Part 31, necessarily and reasonably incurred and actually paid by CMC in performance of the scope of work, subject to the limitations herein, and shall be composed of the following.

1. **Hourly Rates** Department shall reimburse CMC for hours actually spent to provide the Services specified in a Task Order at the employee's actual hourly wage rate.

Each Task Order or work authorization will specify individuals, their job classification and direct hourly rate. For time and materials Task Orders, compensation will be based on the actual hourly pay rates of the individuals performing the work as demonstrated by payroll records. The basis for compensation for lump sum Task Orders shall be as defined in the Task Order.

2. **Overhead (indirect) Cost Rate.** Department shall reimburse CMC for CMC's current audited overhead rate, including Facilities Cost of Capital (FCC), if applicable. The initial indirect rate used shall be the rate appearing as Total Overhead Rate on Schedule 1, attached hereto. The CMC shall submit to the Department annually a certified audit of its final indirect cost rates for its most recently completed fiscal year. Updated audited overhead rates shall be implemented annually into the CMC's and its subcontractor's monthly invoices following the close of the April invoice period.

Should the annual audited overhead rate not be available by the close of the April invoice period, the previous year's rate shall be used as a provisional rate until the new audited overhead rate calculations are complete and available. Under such circumstance, the invoice periods for which a provisional rate was used shall be corrected to the new rate back to the end of the April invoice period. An invoice shall be submitted to adjust from the provisional to the current rate for the provisional invoice period(s) reflecting a credit due to the Department or amount due to the CMC or subcontractor(s).

3. **Other Direct Costs (ODC's).** Other Direct [Non-Salary] Costs are those out-of-pocket expenses necessarily and reasonably incurred pursuant to FAR Part 31 in the performance of the Scope of Work specified herein and actually paid by the CMC in the performance of the Scope of Work. CMC shall substantiate all billings for out-of-pocket expenses. ODC's invoiced, but not allowed by FAR Part 31, will not be reimbursed. The CMC shall invoice the Department for ODC's without mark-up. Assets (equipment) that is procured by the CMC and reimbursed by the Department under the contract shall become the property of

the Department upon completion of project and must be turned over to the Department prior to the CMC submitting its final invoice.

It is understood that projects will vary in size and complexity and may require the mobilization of individuals with specialized skills. The mobilization of such individuals may be compensable and will be negotiated in development of the Task Order for a particular project.

A standardized list of other direct costs and maximum allowable amounts is attached as Schedule 1. However, inclusion in Schedule 1 does not guarantee reimbursement for these costs. The eligibility and allowance of such costs, including amounts and limitations, shall be negotiated and detailed in the Task Order(s). Items for which reimbursement is allowed in a Task Order, are subject to the limitations shown in Schedule 1.

4. Costs of Subconsultants. Department shall reimburse CMC for the amounts properly due and payable to Subcontractors engaged by CMC for the performance of a portion of the scope of work specified in a Task Order issued pursuant to this Agreement. All Subcontractors shall follow the same reimbursement guidelines as the CMC, as depicted on the Schedule 1 for the Subcontractor(s), attached hereto, and the CMC shall invoice the Department for the Subcontractor's costs without mark-up.
5. Fee. The Fee for the CMC's services shall be as negotiated and appearing on each Task Order issued and applied to the total of the CMC's direct labor and indirect (overhead) costs.
6. Gross Receipts Tax. Gross Receipts Tax (GRT) shall be added to the total invoiced amount in conformance with Guam law and reimbursed by the Department.

DPWCORDG
4/12/13

Appropriation Accounts
Current Period

WRKAPPN
11:12:34

Position to Account 5101F121068IB105230

Type option, press Enter.

5=Display 6=Print 8=Transaction 9=Budget 10=Encumbrnce
0=Acct Total 13=Dsp FAS 14=Inv issues 16=FGIA 17=More objs

<u>Opt</u>	<u>Account No</u>	<u>Account name</u>	<u>Object Description</u>	<u>Fund Avail</u>
	<u>Total Approp</u>	<u>YTD Allot</u>	<u>-(Expend + Encumb)</u>	
—	5101F121068IB105230	TECH SUPP-PROF	CONSTR MGMT SVC CONTRACT	
	1,270,350.00	1,270,350.00		1,270,350.00

F3=Exit F5=Refresh F9=Chg date F10=Position F12=Cancel
F14=File Total F16=Lapse Sum F17=SumByObj F21=Prt list F23=More opts
You have reached the bottom of the list. WRKAPPN

TN004803

From: DEPARTMENT OF PUBLIC WORKS GOVERNMENT OF GUAM 542 NORTH MARINE CORPS DRIVE TAMUNING, GUAM 96913 To: FEDERAL HIGHWAY ADMINISTRATION HAWAII DIVISION OFFICE BOX 50208 HONOLULU, HI 96850	REQUEST FOR PROJECT AUTHORIZATION, AGREEMENT, AND/OR MODIFICATION <input type="checkbox"/> Authorization <input checked="" type="checkbox"/> Modified Project Agreement <input type="checkbox"/> Project Agreement Modification No. <u> 1 </u> <small>The Government of Guam agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630; and its signature constitutes the making of the certificates.</small>
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RECEIVED
 SEP 13 2012
 HAWAII DIVISION

FEDERAL AID PROJECT NO. PCMS(002)	SUFFIX	GUAM DPW PROJECT NO. GU-NH-PCMS(002)	GUAM DPW ACCOUNT NO.	TERRITORY/COUNTY GUAM
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PROJECT DESCRIPTION (Max. of 130 Characters, to include brief description of project location and character of work)

Technical Support Services Islandwide, Professional Construction Management Services

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW:

<input type="checkbox"/> PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY	<input type="checkbox"/> CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
<input type="checkbox"/> PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION	<input type="checkbox"/> CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
<input type="checkbox"/> ACQUISITION OF RIGHT-OF-WAY	<input checked="" type="checkbox"/> OTHER (specify) Deobligate Funds
<input type="checkbox"/> PRELIMINARY RIGHT-OF-WAY	

DATE AUTHORIZATION EFFECTIVE

FUNDING	DATE (MM/DD/YY)	TOTAL ESTIMATED PROJECT COST(\$)	FEDERAL PARTICIPATION AMOUNT	FEDERAL FUNDS(\$)	PGM CODE	RATIO(%)
PREVIOUS AUTHORIZATIONS	09/04/2012	\$893,473.00	\$893,473.00	\$893,473.00	LT1E	100%
		\$646,877.00	\$646,877.00	\$646,877.00	09J0	100%
THIS AUTHORIZATION	NOV 13 2012	(\$270,000.00)	(\$270,000.00)	(\$270,000.00)	LT1E	100%
	NOV 09 2012					
PROJECT TOTALS	NOV 13 2012	\$623,473.00	\$623,473.00	\$623,473.00	LT1E	100%
	NOV 09 2012	\$646,877.00	\$646,877.00	\$646,877.00	09J0	100%
GRAND TOTAL	NOV 13 2012 NOV 09 2012	\$1,270,350.00	\$1,270,350.00	\$1,270,350.00		100%

GUAM DPW COMMENTS: Transfer for Jimapsan project: \$200,000.00 to PCMS(001) \$70,000.00 to TSIS(002)	Remarks and/or Reason for Project Agreement Modification FHWA COMMENTS:
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<p style="text-align: center;">Government of Guam Department of Public Works</p> <p>Request</p> <p>by <i>[Signature]</i> <u>JOANNE M. S. BROWN</u> <small>(Signature)</small> <u>9/13/12</u> <small>Date</small></p> <p><u>DIRECTOR OF PUBLIC WORKS</u> <small>(Title)</small></p> <p>by _____ <small>(Signature)</small> _____ <small>Date</small></p> <p>_____ <small>(Title)</small></p>	<p style="text-align: center;">U.S. Department of Transportation Federal Highway Administration</p> <p>Authorization</p> <p>by <i>[Signature]</i> <u>9/16/12</u> <small>Date</small></p> <p><u>RACHELLE M. TAKARA, P.E.</u> <small>Transportation Engineer</small></p> <p>Agreement Transportation Engineer</p> <p>by <i>[Signature]</i> <u>NOV 09 2012</u> <small>Date</small></p> <p><u>MAYELA SOSA</u> <small>Assistant Division Administrator</small></p>
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CERTIFICATE OF LIABILITY INSURANCE

SCCOM-1 OP ID: CH
DATE (MM/DD/YYYY)
04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller-Harrison Insurance Services 100 W. Second St. Muscatine, IA 52781 Michael Harrison		Phone: 563-263-6044 Fax: 563-263-6667		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Stanley Consultants, Inc. East West Business Center 718 N. Marine Corps Dr #205 Upper Tumon, GU 96913		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Charter Oak Fire Ins. Co. INSURER C: Travelers Property Cas. INSURER D: Continental Casualty Company INSURER E: INSURER F:		NAIC # 25623 25615 25674 20443	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY	X	630-4885B479-TIL-13	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	810-4885B479-COF-13	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-4885B479-TIL-13	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	PVYBOUB-4885B47-9-13	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEH 00 822 09 75 CLAIMS-MADE FORM	10/05/2012	10/05/2013	Per Claim 20,000,000 Aggregate 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder and their respective officers, directors, agents and employees are named as additional insureds on the above general liability and auto policies if required by written insured contract.

CERTIFICATE HOLDER DEPA008 Department of Public Works Government of Guam 542 N. Marine Corps Drive Tamuning, Guam 96913	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Harrison</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

The Department of Public Works, and its respective officers, directors, agents and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this Insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

The Department of Public Works, and its respective officers, directors, agents and employees

Stanley Consultants, Inc. Policy 810-48858479-COF-13 Expiration 01/01/14

EXHIBIT B

2014

C-107

C O P Y

CDAS-DPW

COPY
DEPT. OF ADM.

TASK ORDER NO. 5

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)

FOR

BILE/PIGUA BRIDGE REPLACEMENT
PROJECT NO. GU-NH-NBIS(007)

CONSULTANT:
STANLEY CONSULTANTS, INC.

✓

2014 001-4 AM 10: 0
DIV. OF ACCOUNT

HONORABLE EDDIE BAZA CALVO
GOVERNOR OF GUAM

HONORABLE RAY TENORIO
LIEUTENANT GOVERNOR OF GUAM



CONTRACTS, DESIGN AND ANALYSIS SECTION (CDAS)
DIVISION OF HIGHWAYS
DEPARTMENT OF PUBLIC WORKS

2014

TNO08243

C140601100



CONTRACTS, DESIGN & ANALYSIS SECTION (CDAS)
DIVISION OF HIGHWAYS
DEPARTMENT OF PUBLIC WORKS

ROUTE SLIP

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05

TECHNICAL SUPPORT SERVICES ISLANDWIDE PROFESSIONAL
 CONSTRUCTION MANAGEMENT SERVICES
 PROJECT NO. GU-NH-PCMS(002)

FOR

Project Title: BILE/PIGUA BRIDGE REPLACEMENT
 Project Number: GU-NH-NBIS(007)

	DATE IN	DATE OUT	INITIAL
Sagrado F. Bilong, Acting Engineer Supervisor, CDAS - Highways		5/13/14	
Audrey Wolford, Administration - Highways		5/14/14	
Kristina Ingvarsson, Contracts & Procurement Manager, PTG	5/14/14	5/14/14	
Richard E. Stump, AIA, LEED AP BD+C, CM - Consultant	5/15/14	5/15/14	
Eugene A. Niemasz, P.E., Acting Chief Engineer - Highways	< See Attached >		
Yvonne Godoy, Fiscal - Highways			
Joaquin R. Blaz, Acting Program Administrator - Highways			
Carl V. Dominguez, DPW - Director	5/30/14	5/30/14	

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05

TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)

FOR

BILE/PIGUA BRIDGE REPLACEMENT
PROJECT NO. GU-NH-NBIS(007)

CONTRACT SUBMITTAL CHECKLIST

1. FHWA 's Concurrence Letter
2. NTP – Notice to Proceed
3. Task Order No. GU-NH-PCMS(002)-STANLEY-05
 - Negotiation Memorandum
4. IDIQ – Basic Agreement , Technical Support Services, Islandwide Professional Construction Management Services, Project No. GU-NH-PCMS(002)
Website: <https://www.guampmis.pbid.com>



**CONTRACTS, DESIGN & ANALYSIS SECTION (CDAS)
DIVISION OF HIGHWAYS
DEPARTMENT OF PUBLIC WORKS**

ROUTE SLIP

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05

TECHNICAL SUPPORT SERVICES ISLANDWIDE PROFESSIONAL
CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)

FOR

Project Title: BILE/PIGUA BRIDGE REPLACEMENT
Project Number: GU-NH-NBIS(007)

	DATE IN	DATE OUT	INITIAL
Sagrado F. Bilong, Acting Engineer Supervisor, CDAS - Highways		5/13/14	[Signature]
Audrey Wofford, Administration - Highways		5/14/14	[Signature]
Kristina Ingvarsson, Contracts & Procurement Manager, PTG	5/14/14	5/14/14	[Signature]
Richard E. Stump, AIA, LEED AP BD+C, CM - Consultant	5/16/14	5/15/14	[Signature]
Eugene A. Niemasz, P.E., Acting Chief Engineer - Highways	5/15/14	5/22/14	EN
Yvonne Godoy, Fiscal - Highways			
Joaquin R. Blaz, Acting Program Administrator - Highways			
Carl V. Dominguez, DPW - Director	5/30/14	5/30/14	[Signature]



**CONTRACTS, DESIGN & ANALYSIS SECTION (CDAS)
DIVISION OF HIGHWAYS
DEPARTMENT OF PUBLIC WORKS**

ROUTE SLIP

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05

TECHNICAL SUPPORT SERVICES ISLANDWIDE PROFESSIONAL
CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)

FOR

Project Title: BILE/PIGUA BRIDGE REPLACEMENT
Project Number: GU-NH-NBIS(007)

	DATE IN	DATE OUT	INITIAL
Sagrado F. Bllong, Acting Engineer Supervisor, CDAS - Highways		5/13/14	[Signature]
Audrey Wolford, Administration - Highways		5/14/14	[Signature]
Kristina Ingvarsson, Contracts & Procurement Manager, PTG	5/14/14	5/14/14	[Signature]
Richard E. Stump, AIA, LEED AP BD+C, CM - Consultant	5/16/14	5/15/14	[Signature]
Eugene A. Niemasz, P.E., Acting Chief Engineer - Highways	5/15/14	5/22/14	EN
Yvonne Godoy, Fiscal - Highways			
Joaquin R. Blaz, Acting Program Administrator - Highways			
Carl V. Dominguez, DPW - Director	5/30/14	5/30/14	[Signature]



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

public works
DIPARTAMENTON CHU'CHO' FUPLEKO
CARL V. DOMINGUEZ
Director
JESSE B. PALICAN
Deputy Director

May 13, 2014

Mr. Abraham Wong
Division Administrator
Federal Highway Administration, Hawaii Division
300 Ala Moana Blvd., Rm. 3-306
Box 50206
Honolulu, HI 96850

Attn.: Richelle M. Takara, P.E.
Transportation Engineer – Territorial Representative

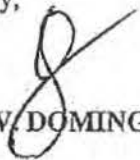
Reference: **Task Order No. GU-NH-PCMS(002)-STANLEY-05**
Technical Support Services, Islandwide Professional Construction
Management Services, Project No. GU-NH-PCMS(002) for Bile/Pigua
Bridge Replacement, Project No. GU-NH-NBIS(007)

Dear Mr. Wong:

This is to request your concurrence and approval to process **Task Order No. GU-NH-PCMS(002)-STANLEY-05** for **STANLEY CONSULTANTS, INC.**. The consultant will provide construction management services for Bile/Pigua Bridge Replacement, Project No. GU-NH-NBIS(007). The task order amount is not to exceed \$ 761,390.13 and is enclosed for your referencing.

We appreciate your favorable consideration and expedient approval of this request. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator of the Division of Highways at (671) 649-3128.


Sincerely,



CARL V. DOMINGUEZ

I CONCUR: Date: 6/2/14

Abraham Wong
Division Administrator

Attachments


SBilong/JBlaz

By: 
Richelle M. Takara, P.E.
Territorial Representative
FHWA-Hawaii Division



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



DIPATTAMENTON CHE'CHO' PUPLEKO
CARL V. DOMINGUEZ

Director

JESSE B. PALICAN
Deputy Director

May 13, 2014

Mr. Richard Stump, AIA, LEED, AP BD+C
Vice President/RME, Guam
Stanley Consultants, Inc.
718 North Marine Corps Drive
Suite 205, Uper Tumon, GU 96913

Reference: *Task Order No. GU-NH-PCMS(002)-STANLEY-05*
Technical Support Services, Islandwide Professional Construction
Management Services, Project No. GU-NH-PCMS(002) for Bile/Pigua
Bridge Replacement, Project No. GU-NH-NBIS(007)
NOTICE TO PROCEED

Dear Mr. Stump,

The Government hereby issues you a Notice To Proceed (NTP) for the referenced project. The effective date of the NTP is upon receipt of this notice. The task order and IDIQ Basic Agreement contract are attached for your use and referencing.

We look forward to the successful and timely completion of the project. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor – Contracts, Design and Analysis Section (CDAS) for the Division of Highways at (671) 649-3130.

Sincerely,

CARL V. DOMINGUEZ

Attachments

SFBilong/JBlaz

**pls. sign dup - Highways copy **

ACKNOWLEDGMENT RECEIPT:	
NAME:	Safina Sayama
DEPT./COMPANY:	Stanley Consultants
DATE:	6/4/14
TIME:	2:33
SIGNATURE:	Safina Sayama

[Handwritten initials]

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

BILE/PIGUA BRIDGE REPLACEMENT
PROJECT NO. GU-NH-NBIS(007)

This Task Order is issued pursuant to Technical Support Services Islandwide Professional Construction Management Services, Project No. GU-NH-PCMS(002), dated June 4, 2013 by and between the **DEPARTMENT OF PUBLIC WORKS (DPW), GOVERNMENT OF GUAM**, hereinafter called the "DEPARTMENT" and **STANLEY CONSULTANTS, INC.**, hereinafter called Construction Management Consultant (CMC).

OVERVIEW: The services to be provided by the CMC shall be those of Construction Management, field inspection and observation, quality assurance monitoring, coordinating and reporting during the performance of the project construction activities by contractors separately employed by the DPW. The basic overall service to be delivered by the CMC is to provide support to make possible the timely completion of the construction projects in conformance with the plans and specifications issued by the DPW and that the high quality materials are in conformance with the requirements of the project specifications and are incorporated into the project appropriately. Additional daily activities that may be required of the CMC will include monitoring the adequacy of contractor safety and environmental controls and practices, utility coordination, quality assurance testing coordination, change order management, schedule review, as-built drawings reviews, contract close-out and warranty management.

SCOPE OF WORK: CMC shall furnish all of the labor, materials and supervision necessary for completion of the services generally described in Exhibit A, "Scope of Services" (the "Services"), attached and incorporated herein.

COMPENSATION: CMC shall be compensated on a Time and Materials basis, a sum Not-To-Exceed \$ 761,390.13 as further described in the enclosed Exhibit B – Compensation Schedule. Invoices and compensation shall be in compliance with the classifications of "Exhibit A" of the CMC's Technical Support Services Agreement and are payable in accordance with the terms of the CMC's Technical Support Services Agreement.

PERIOD OF PERFORMANCE: The period of performance for this task order shall be for the duration of the construction contract, as awarded, by contractors separately employed by DPW including project contract closeout but subject to the authority of the Department to increase or decrease duration based on contractor performance.

DELIVERABLES: The deliverables associated with the performance of this Task Order are as described in the scope of work and those typically provided when performing Construction Management Services.

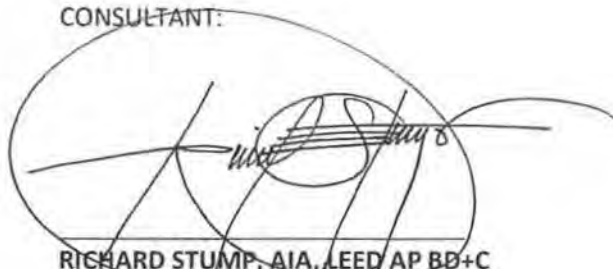
EXHIBITS incorporated by this Task Order:

- | | |
|--------------------------|-----------------------|
| A. Scope of Services | consisting of 6 pages |
| B. Compensation Schedule | consisting of 2 pages |

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

Except as expressly stated herein, all other terms and conditions of the CMC's Technical Support Services Agreement shall remain in full force and effect. This Task Order shall be effective on date of signing by both Parties.

CONSULTANT:



RICHARD STUMP, AIA, LEED AP BD+C
Vice President/RME, Guam
Stanley Consultants, Inc.

CERTIFIED FUNDS AVAILABLE:

Account No. 5101F121068IB105-230

Task Order Amount: \$ 761,390.13



JOAQUIN R. BLAZ, BMA-IV, Certifying Officer
Acting Program Administrator
Highways (Horizontal) Engineering & Maintenance,
Department of Public Works


Date: MAY 14, 2014

Date: 5/20/14

CONCUR:

< See Attached >

EUGENE A. NIEMASZ, P.E.
Acting Chief Engineer - Highways
Department of Public Works



CARL V. DOMINGUEZ
Director
Department of Public Works

Date: 5/22/2014

Date: 5/30/14

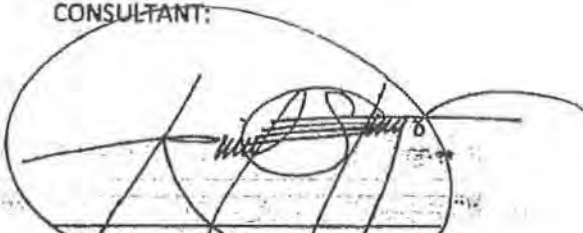
DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS	
Registration Date	<u>05/20/2014</u>
Registered No.	<u>C140601100</u>
Vendor Book No.	<u>50016874</u>
Registered By	<u>[Signature]</u>

TNOU8243

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

Except as expressly stated herein, all other terms and conditions of the CMC's Technical Support Services Agreement shall remain in full force and effect. This Task Order shall be effective on date of signing by both Parties.

CONSULTANT:



RICHARD STUMP, AIA, LEED AP BD+C
Vice President/RME, Guam
Stanley Consultants, Inc.

CERTIFIED FUNDS AVAILABLE:
Account No. 5101F121068IB105-230
Task Order Amount: \$ 761,390.13

JOAQUIN R. BLAZ, BMA-IV, Certifying Officer
Acting Program Administrator
Highways (Horizontal) Engineering & Maintenance,
Department of Public Works

Date: MAY 14, 2014

Date: _____

CONCUR:



EUGENE A. NIEMASZ, P.E.
Acting Chief Engineer – Highways
Department of Public Works

Date: 5/22/2014



CARL V. DOMINGUEZ
Director
Department of Public Works

Date: 5/30/14

TNO8243

DPWCORDG
5/29/14

○ Appropriation Accounts ○
Current Period

WRKAPPN
11:36:11

Position to Account 5101F121068IB105230

Type option, press Enter.

- 5=Display 6=Print 8=Transaction 9=Budget 10=Encumbrnce
- 11=Acct Total 13=Dsp FAS 14=Inv issues 16=FGIA 17=More objs

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	<u>Total Approp</u>	<u>YTD Allot</u>	<u>-(Expend + Encumb)</u>	<u>= Fund Avail</u>
—	5101F121068IB105230	TECH SUPP-PROF	CONSTR MGMT SVC CONTRACT	
	4,253,701.99	4,253,701.99	2,604,896.45	1,648,805.54

- F3=Exit F5=Refresh F9=Chg date F10=Position F12=Cancel
 - F14=File Total F16=Lapse Sum F17=SumByObj F21=Prt/Export F23=More opts
- You have reached the bottom of the list.

WRKAPPN
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TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

EXHIBIT A

SCOPE OF SERVICES

- A. General. The CMC shall provide construction management inspection services on Bile/Pigua Bridge Replacement, Project No. GU-NH-NBIS(007) hereafter called "Project" or "Project Assignment".
- B. Definitions:
1. "Construction Manager" An individual, identified by the Director, Department of Public Works or his designee, to manage and oversee all construction management responsibilities for the Guam Transportation Improvement Program (GTIP) construction or design-build projects, including oversight, management and administration of CMC's and related Department or consultant staff.
 2. "CMIS" The Department's Construction Management Inspection Services consisting of a Construction Management and Inspection Team organization; the CMIS Manual, containing forms and procedures for performing construction management inspection duties and administering a construction management inspection program; and software for documenting, coordinating, reporting and administering the function.
 3. "Subcontractor" A subconsultant to the CMC, contracted by the CMC to perform a portion of the services required by a CMC Task Order for the CMC. A Subcontractor may perform an independent set of services, such as surveying, or may augment the CMC's staff to help provide routine on-site inspection and reporting services.
- C. The CMC shall provide all services required by this Task Order to successfully implement the DPW's Construction Management Inspection program.

Beginning on the date the CMC receives Notice to Proceed (NTP) to begin performance of Construction Management Services, the CMC shall furnish professional construction inspection services as included in this Task Order and described in this Section to assist the Department to construct a good and serviceable Project. The CMC shall be required to perform the following Services as directed by the Construction Manager:

1. Within seven (7) days of the issuance of Notice to Proceed, the CMC shall provide the personnel authorized in Exhibit B (Compensation Schedule) (hereafter called "Resident Project Representatives"). The Chief Resident Project Representative assigned shall be a Professional Engineer registered and licensed to practice in Guam.
2. The Construction Inspector (or designee determined by Chief Resident Project Representative and confirmed by the Construction Manager) shall provide continuous on-site inspection and reporting of the work performed by the construction contractor, including the material furnished and the workmanship provided. The Chief Resident Project Representative shall make a weekly, written report to the Construction Manager or his designee with respect to the

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

material furnished, the workmanship provided and the progress of the work, all in relationship to the documents which constitute the contract between the GOVERNMENT of Guam and the construction contractor, (hereinafter referred to as "Contract Documents"), in accordance with the forms, procedures and practices as specified in the Construction Management Inspection Services (CMIS) Manual and as determined by the Construction Manager. The CMC's project-specific staff, under the direction of the Chief Resident Project Representative, shall perform some or all of the following field duties in accordance with the CMIS Manual:

- a. Review the Project progress schedule, schedule of shop drawing submissions and schedule of values prepared by the construction contractor. Maintain an "as-built" schedule of the construction contractor's daily efforts during construction.
- b. Attend preconstruction conferences, progress meetings, job conferences, and other Project-related meetings including public information meetings. Review meeting minutes, prepared and distributed by the Construction Contractor.
- c. Receive, review, distribute, make recommendations to the Construction Manager, and document the status of shop drawings and samples; receive samples which are furnished at the Project site by the construction contractor and notify Construction Manager and any permitting agency of their availability for examination.
- d. Advise Construction Manager and construction contractor immediately of the commencement of any work requiring shop drawing, sample submission or permits if the submission has not been accepted by the Department or any permitting agency.
- e. Compare and review all survey reports, cut sheets and other documents to insure they generally conform to the intent of Contract plans and specifications.
- f. Conduct on-site inspections of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- g. Report to the Construction Manager and construction contractor whenever the CMC believes that any work is unsatisfactory, faulty or defective or does not conform with the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment, and advise the Construction Manager when it is believed any of the work should be corrected or rejected or should be uncovered for inspection,

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

or requires special testing.

- h. Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the Department or the Construction Manager and record the outcome of these inspections and submit a report to the Construction Manager concerning these visits.
- i. Maintain hardcopy and in the Department provided electronic document control system, orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions or original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contractor's contract, CMC's, or design professional's, or Department's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. The current version of the Department's electronic document control system is web based Share Point.
- j. Keep daily inspection report(s), recording the construction Contractor's and other supporting contractor's (for example Archaeological and Quality Assurance Testing) working and non-working hours on the Project site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, equipment used and idle, daily quantities, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and send copies to the Construction Manager each week.
- k. Provide videotape and photographic documentation on CD ROM of construction progress on the Project site.
- l. Establish and maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment doing business at or for the Project site.
- m. Furnish the Construction Manager with weekly reports of progress of the work and construction contractor's compliance with the approved progress schedule, and schedule of shop drawing status.
- n. Consult with the Construction Manager in advance of major tests or inspections or the start of important phases of the work.
- o. Report immediately to the Construction Manager upon the occurrence of any accident on the Project and document any observations and

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

related information available.

- p. Monitor the construction contractor's compliance with the approved NPDES or other environmental permits and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the Construction Manager.
- q. Conduct final inspections in the company of the Department, Designer, Construction Manager, and construction contractor and prepare a final list of items to be completed or corrected.
- r. Verify that all items on the final "punch" list developed during the final inspection have been completed or corrected and make recommendations to the Construction Manager concerning the completion and acceptability of the construction contractor's work.
- s. Consult with and advise the Construction Manager as to possible change orders, issue all instructions to the construction contractor requested by the Construction Manager, and with respect to change orders proposed by the Department or the Construction Manager, prepare such change orders.
- t. Receive, review, and analyze samples, catalogue data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the construction contractor submits in accordance with the Contract Documents. Forward to the Construction Manager or the design professional as appropriate, such items requiring their review and/or approval. Maintain a log of Requests for Information, submittals, test results, value engineering proposals, and change authorizations on the Project.
- u. Record on the plans issued by the Department as Contract Documents, the dimensions and location of all components of the Project in accordance with the CMIS Manual. These plans will be used to verify the "As-Built" drawings submitted by the construction contractor upon completion of the Project. Within thirty (30) days after the Department has issued to the construction contractor a certificate of substantial completion for the Project, the CMC shall complete the review of the "As-Built" drawings submitted by the construction contractor and shall furnish such record plans to the Construction Manager.
- v. Establish and implement a quality assurance (QA) program to monitor the construction contractor's quality control (QC). Notify, in advance, the Department's quality assurance testing contractor to perform tests as required in the Contract Documents and in accordance with the CMIS Manual.

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

- w. Maintain a comprehensive list and evaluation of the construction contractor's QC/QA records.
 - x. Verify by measurement, on a daily basis, quantities of work installed by the construction contractor. Record these measurements on the form prescribed in the CMIS manual.
 - y. Prepare or verify by measurement, monthly and final estimates for payments to the construction contractor, and furnish to the Construction Manager any necessary certifications as to payments to construction contractors and suppliers, assemble written guarantees and/or warranties that are required by the Contract Document.
 - z. Review the certified payrolls submitted by the construction contractor for conformance with the labor requirement in the Contract Documents. Advise the construction contractor to submit supplemental certified payrolls for items that require modification. Advise the Construction Manager when certified payrolls do not conform to the requirements in the construction contract.
 - aa. Evaluate Requests for Change Orders, Proposed Change Orders, or claims by the construction contractor or others and make recommendations concerning each to the Department through the Construction Manager.
 - bb. Upon completion of the Project, review the Work for conformance with the Contract Documents, present written recommendations to the Construction Manager as to the acceptance of the Project by the Department, and approve in writing final payments to the construction contractor.
3. The Construction Inspector and Resident Chief Project Representative shall have cellular telephone(s) to facilitate communication with the Department, the Construction Manager, the construction contractor and other persons as may be deemed necessary
4. Provide vehicle(s) for use by the CMC's personnel performing on-site inspections and observations. Provide for use by the CMC's personnel all standard specifications and manuals applicable to the project (CMIS, AASHTO, ASTM, etc.), office supplies and equipment necessary to properly and adequately perform the service. If not specifically provided by the construction contractor, provide for use by the CMC's personnel office space on Guam, which shall, at a minimum, be equipped with a conference area and hard wired telephone, hardwire fax machine, copier, scanner, computer(s), sink and toilet.

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

5. Provide, in writing, the names and contact numbers of at least three (3) 24-hour emergency contact personnel of the CMC who have personal knowledge of the work and can respond to emergency situations. At least one of those persons listed must be available locally at all times during the contract period. This submittal shall include, at a minimum, home, office, fax and cellular telephone numbers for these personnel.

For the provision of qualified staff to assist the Construction Manager, the CMC shall:

1. Provide qualified individuals, by number and type and for a duration specified in Exhibit B (Compensation Schedule), to assist the Construction Manager in carrying out the duties of the Construction Manager's office at the location determined by the Construction Manager.
2. Such individuals shall remain under the administrative supervision of the CMC but shall perform duties as functionally provided by the Construction Manager.

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

EXHIBIT B

COMPENSATION SCHEDULE

The total Not-To-Exceed amount for this Scope of Work is \$ 761,390.13. See attached cost proposal for detailed breakdown. Refer to Exhibit B – Cost Summary, dated March 28, 2014.

For acceptable completion of the Work, the Department shall compensate the CMC on a Time and Materials basis as further described below. Labor shall be charged based on actual rate paid to personnel. Indirect cost rate is subject to adjustment pursuant to verification and audit in compliance with the CMC Technical Support Services Agreement and Prime Contract requirements. It is agreed between the parties that Exhibit A of the CMC Technical Support Services Agreement may be modified upon completion of stated verification and/or audit of the indirect rate. Other Direct Costs (ODC) will be reimbursed pursuant to terms of the CMC Technical Support Services Agreement. CMC shall notify Department when expenditures reach 50%, 75% and 90% of the Not-To-Exceed amount pursuant to terms of the CMC Technical Support Services Agreement.

For periods when the contractor is not working physically on the project, inspection time shall be limited to not more than 1 hour per day.

Upon signing of this Task Order, the CMC certifies that all indirect costs on this federally assisted project are allowable as outlined in Federal Acquisition Regulations (FAR) Part 31, 201 – 205.

The maximum Fee (Profit) negotiated for this Task Order is 10%.

Invoicing Instructions and Requirements:

Invoices shall be submitted with the instructions stated in the CMC Technical Support Services Agreement. Timesheets and receipts for all costs and expenses are required as supporting documentation for invoices submitted under this Task Order. The Department's Contracts Representative may provide additional details or instructions regarding the breakdown of costs for invoicing purposes.

The CMC shall certify in writing at the time of submitting each invoice for payment that all personnel who performed work for which payment is requested were paid actual hourly rates. The CMC shall submit a list of these personnel and their corresponding actual hourly rates with the invoices. At all times, the Department shall have complete access to the Contractor's payroll records to verify the submitted listing.

Invoices shall be submitted monthly to the address below, and shall include the following information:

Bill to: Department of Public Works
Attn. Parsons Transportation Group

Billing Address: Contracts Department
590 South Marine Corps Drive,
ITC Building, Suite 403
Tamuning, Guam 96913

TASK ORDER NO. GU-NH-PCMS(002)-STANLEY-05
TECHNICAL SUPPORT SERVICES
ISLANDWIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. GU-NH-PCMS(002)
DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM

Master Agreement No.: GU-NH-PCMS(002)
Task Order No.: GU-NH-PCMS(002)-STANLEY-05

Invoices not conforming to these instructions may be returned for correction. The Department will not reimburse costs under this Task Order which are not authorized and were previously denied. Invoices containing unallowable costs pursuant to FAR Part 31 and unauthorized costs will be rejected. Payment terms are net 60 days after receipt of acceptable invoice.

EXHIBIT C



June 15, 2015

Department of Public Works
Highways (Horizontal) Engineering and Maintenance Division
542 North Marine Corps Drive
Tamuning, Guam 96913

Kristina Ingvarsson
Contracts Procurement Manager
Parsons Transportation Group
590 South Marine Corps Drive
ITC Building, Suite 403
Tamuning, Guam 96913

Subject: Technical Support Services
Islandwide Professional Construction Management Services
Invoice No. 4 for Period January 1 to April 30, 2015
Pile Pigua Bridge Rehabilitation
Project No. GU-NH-NBIS(007)
Task Order No. GU-NH-PCMS (002)-STANLEY-05

Enclosed for payment is our Invoice Number 4 for the Bile Pigua Bridge Rehabilitation in the amount of **\$78,568.52** which covers the period January 1 to April 30, 2015 (inclusive dates) for services rendered pursuant to the terms and conditions, established in the above referenced Agreement.

Documents supporting this request are as follows:

- Certification
- Consultant Invoice Form
- Explanation of ODC Computation
- Consultant's Time Sheets
- Consultants' Daily Reports (In Share Point)
- Weekly Construction Reports (Construction – NTP 1/5/2015)
- Proposed Staffing Plans

Invoice No. 4
June 15, 2015
Page 2

Cost breakdown to date:

Original Amount:\$759,762.70

Invoice(s) Amount to Date:\$100,077.60

The total amount requested for this period:\$78,568.52

(Seventy eight thousand five hundred sixty eight and fifty two cents)

In addition, Stanley Consultants shall notify the Department of Public Works when expenditures reach 50%, 75%, and 90% of the Not-To-Exceed amount of Task Order, in a Letter of Notification. The following are the pay requests to date:

	Invoice Number	Date Submitted	Amount	Percent Expended
1	Through October, 2014	January 26, 2015	\$10,092.97	1.33
2	Through November, 2014	June 2, 2015	\$5,768.55	2.10
3	Through December, 2014	June 15, 2015	\$5,647.56	2.83
4	Through April, 2015	June 15, 2015	\$78,568.52	13.20
	Total		\$100,077.60	13.20

Should you have any questions regarding this invoice payment request, please contact me at stumprichard@stanleygroup.com or at 646-3466.

Sincerely,

Stanley Consultants, Inc.

Richard Stump, AIA, LEED AP BD+C
Vice President

Attachment(s): Invoice No. 4, TO 0005 Supporting Documents

EXHIBIT D



MEETING MINUTES

Meeting Notes No. 005

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

Date: March 10, 2015
 Time: 2:00 p.m.
 Next Meeting Location: SCI Conference Room
 Next Meeting: March 24, 2015 @ 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	
	Chelsea Richards	SCI	richardschelsea@stanleygroup.com	
X	Joe Pecht	PTG	joseph.pecht@parsons.com	
	Derrick Lehman	PTG	derrick.lehman@parsons.com	
X	Buster Anderson	PTG	buster.anderson@parsons.com	
X	Ruel Remetira	Korando	ruel.remetira@gmail.com	
X	Ricarte Bisquera	Korando	engr_korando@teleguam.net	
	Francisco "Joni" Palma Jr.	Korando	joni_korando@teleguam.net	
X	Nats Catolos	BBRMC	ngcatolos.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
5. SUBMITTAL LOG
6. RFI LOG
7. REPORTS LOG

MEETING NOTES:

1 SCHEDULE

1.1 Summary

Notice to Proceed:	January 5, 2015
Time for Completion:	450 Calendar Days
Contract Completion Date:	March 29, 2016
Current Scheduled Contract Completion Date:	
Delay:	0
Elapsed Time:	65 Days / 14.4%
Percent Complete:	0.0%

ACTION REQUIRED

1.2 Schedule Overview

- Korando 4 week look ahead (attached)
- Prior look ahead schedule is attached with comments on status and work accomplished.
- CM said that it appears that Korando is more than a month behind schedule. Liquidated damages are \$2200 per day for every day the work is not complete beyond the contract completion date. CM suggested that Korando look for ways to expedite the work.
- Korando will schedule a pre-activity meeting for clearing next Tuesday morning and start clearing afterward.

	<u>ACTION REQUIRED</u>
<p>1.3 Potential Delays/Critical Issues</p> <ul style="list-style-type: none"> Archaeological monitoring plan for the Contractor's yard is still pending final submittal. Korando and Archeological subcontractor are negotiating the agreement for the foot survey and exploratory excavations. The plan will probably not be submitted for another 2 weeks. Test piles need to be cast and driven. Korando has proposed to eliminate the test piles. This is being reviewed by the designer. However, approval does not appear likely. 	
<p>2 COST STATUS</p> <ul style="list-style-type: none"> Cost Status Log (N/A) Korando will submit an invoice for February. They submitted February schedule update today. The field office can be included. 	
<p>3 CHANGE ORDERS</p> <ul style="list-style-type: none"> Change Order Log (attached) 6,000 psi Class A Concrete for Abutments - Contractor submitted a price for Class P concrete. They need to submit their cost for 4,000 and 6,000 psi Class A concrete. 	
<p>4 SUBMITTALS</p> <ul style="list-style-type: none"> Submittal Log (attached) Contractor requested quick response to any submittals related to piles. 	

	<u>ACTION REQUIRED</u>
<p>5 REQUESTS FOR INFORMATION</p> <ul style="list-style-type: none"> • RFI Log (attached) • Currently waiting on designer response to RFI No. 6 and 8. 	
<p>6 REPORTS</p> <ul style="list-style-type: none"> • Reports Log (attached) 	
<p>7 SAFETY/TRAFFIC CONTROL</p> <ul style="list-style-type: none"> • Site Safety – No issues. • Traffic Control – <ul style="list-style-type: none"> ○ Korando submittal for temporary concrete barrier wall deviates from the plan. It has been forwarded to the designer for review. ○ Approved traffic control plans are needed before Korando can set up the MOT. Korando needs to submit plan. ○ CM asked contractor to submit signs to make sure they conform to contract. 	
<p>8 QUALITY CONTROL</p> <ul style="list-style-type: none"> • No issues. 	

	<u>ACTION REQUIRED</u>
<p>9 ENVIRONMENTAL</p> <ul style="list-style-type: none"> • Korando said they met DOA on-site last week. CM asked for a copy of the meeting notes sent to DOA. 	
<p>10 OPEN ISSUES</p> <ul style="list-style-type: none"> • Survey - CM asked Contractor to survey, prepare and submit existing x-sections. Contractor has not yet submitted. • Test Piles – Korando's pile phasing plan omits test piles and drives all piles together. No test pile results will be available for determining production pile lengths. Korando still needs to submit a plan for casting and driving the test piles. • CM met with Korando to finalize the field office last week. • CM noted that a new power pole has been installed near the concrete electric pedestal. The contractor said that is a private pole and not a problem. 	<p>Korando</p>

11 NEW ISSUES

- APE – CM noted that the work area proposed by Korando exceeds the APE. They need to permit the additional area or revise their work plan. Korando said they will reduce their work area. CM said that the phasing plan/traffic control plan may not work with a reduced area.
- Korando is working with GPA to revise the electric utility plan. They are considering installing an underground line with a concrete utility duct across the river. CM reminded Korando that the current plan has been approved and that no additional money will be paid by DPW for revisions. CM also encouraged Korando to not get bogged down with changes but rather work to expedite the project.

ACTION REQUIRED



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



Department of Public Works Division of Highways

MEETING ATTENDANCE SHEET

Project Name:	Bile/Pigua Bridge Replacement (Construction Phase)		
Project No.	GU-NH-NBIS(007)		
Subject:	Weekly Progress Meeting		
Meeting Place:	SCI Conference Room		
Date & Time:	March 10, 2015 @ 2:00 P.M.		
NAME	Company Name	Tel. No.	E-Mail Address
Jack Marlowe	Stanley Consultants		
HERNAN BONSEMBIANTE	STANLEY		
RIC BISQUERA	KORANDO		
NATI CATOWS	BBRMC		
BUSTER ANDERSON	PTG		
Ruel Cametru	Korando		
JOE PETER GAUTAN	BBRMC		
Joe Pecht	PTG		

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

Date: 3/10/2015

POTENTIAL CHANGE ORDER (PCO) / CHANGE ORDER (CO) LOG

PCO NO.	DESCRIPTION	DATE	PCO STAGE				CHANGE ORDER STAGE				COMMENTS / STATUS	
			CM ESTIMATE		CONTRACTOR ESTIMATE		CO No.	Construction Amount	Time Extension	DATE CO SUBMITTED		DATE CO APPROVED
			Construction Amount	Time Extension	Construction Amount	Time Extension						
1	Additional Archaeological Services	11/17/2014			\$11,500.00	0						
2	Structural Concrete (6000psi) for Abutment (per designer direction)		\$8,000.00	0							Korando to submit a cost proposal	
TOTAL:			\$8,000.00	0	\$11,500.00	0	\$0.00	0				

Original Contract Value:	\$3,665,559.00
Total Change Order Value:	\$0.00
Revised Contract Value:	\$3,665,559.00
Potential Change Orders:	\$8,000.00
Total Potential Contract Value:	\$3,673,559.00

Contract Period (Calendar days)	365
Change Order (Additional days)	0
Revised Contract Period:	365
Potential Additional Days:	0
Total Potential Contract Period:	365

PENDING ACTION BY CM OR OTHER

PENDING ACTION BY CONTRACTOR



Bile/Pigua
 Project No. GU-NH-NBIS(007)
 Contractor: Korando Corporation
 Client: Department of Public Works

SUBMITTAL LOG
 3/10/2015

Submittal No.	Pay Item No.	Date	Description	Response Date	Total Days	Action	Resubmit	Days Out	Reviewer		
							Yes/No		Name	Date to reviewer	Date from reviewer
103.001-01		10/7/2014	Submittal Register (Originally submitted as 002a.00)	11/3/2014	19	EAN	No	0	R. Senecal	10/7/2014	11/3/2014
104.001-01		10/20/2014	As-Built Survey Data (Originally submitted as 004a.00)	2/10/2015	81	REVR	Yes	0	H. Bonsembiante	10/20/2014	2/9/2015
105.001-01		12/31/2014	Buy America Requirements	1/15/2015	11	REJR	Yes	0	H. Bonsembiante	12/31/2014	1/13/2015
107.001-01		10/30/2014	Building Permit (Originally submitted as 108.001-01)	11/17/2014	12	NAR	No	0	R. Senecal	10/30/2014	11/17/2014
107.002-01		11/25/2014	Environmental Protection and Erosion Control Plan	1/9/2015	33	REVR	Yes	0	J. Marlowe	11/25/2014	1/8/2015
107.002-02		2/5/2015	Environmental Protection and Erosion Control Plan	2/27/2015	16	NET	No	0	J. Marlowe	2/5/2015	2/26/2015
107.003-01		12/22/2014	Water Quality Monitoring Plan (WQMP)	1/5/2015	10	REVR	Yes	0	J. Marlowe	12/22/2014	1/8/2015
107.003-02		2/18/2015	Water Quality Monitoring Plan (WQMP) (Originally submitted as 107.003)	2/27/2015	7	NET	No	0	J. Marlowe	2/18/2015	2/26/2015
107.004-01		12/22/2014	Accident Prevention Plan (APP)	1/9/2015	14	REVR	Yes	0	H. Bonsembiante	12/22/2014	12/29/2014
107.004-02		2/20/2015	Accident Prevention Plan (APP)	2/27/2015	5	NET	No	0	J. Marlowe	2/20/2015	2/26/2015
107.005-01		1/7/2015	Encroachment Permit (Originally submitted as 108.001-01 Notice to Permit and Encroachment Permits)	1/8/2015	1	NAR	No	0	J. Marlowe	1/7/2015	1/8/2015
107.006-01		2/11/2015	Archaeological Research Design (Staging Area) Draft	2/18/2015	5	NAR	Yes	0	J. Marlowe	2/11/2015	2/17/2015
107.007-01		2/18/2015	Hazard Analysis Critical Control Points (HACCP) Plan (Originally submitted 107.005)	3/5/2015	11	NET	No	0	J. Marlowe	2/18/2015	3/4/2015
108.001-01		1/7/2015	Notice to Proceed (NTP) (Originally submitted as 108.001-01 Notice to Permit and Encroachment Permits)	1/8/2015	1	NAR	No	0	J. Marlowe	1/7/2015	1/8/2015
108.002-01		1/26/2015	Korando-BBR Subcontract Agreement (Originally submitted as 103.002)	2/6/2015	9	REJR	Yes	0	C. Kicinda	1/26/2015	2/6/2015
109.001-01		11/11/2014	Schedule of Values	1/8/2015	42	REJR	Yes	0	H. Bonsembiante	11/11/2014	12/23/2014
109.001-02		1/20/2015	Schedule of Values	2/4/2015	11	NAR	No	0	H. Bonsembiante	1/20/2015	2/4/2015
153.001-01		12/3/2014	Quality Control Plan	1/9/2015	27	EAN	No	0	H. Bonsembiante	12/3/2014	1/9/2015
153.002-01		2/18/2015	Rocky Mountain Precast Quality System Manual	3/5/2015	11	NET	No	0	J. Marlowe	2/18/2015	3/5/2015
155.001-01	15501-0000	10/10/2014	Construction Preliminary Network Analysis Schedule (NAS) (Originally submitted as 003a.00)	10/14/2014	2	NSR	No	0	R. Senecal	10/10/2014	10/14/2014
155.001-02	15501-0000	10/14/2014	Construction Preliminary Network Analysis Schedule (NAS) (Originally submitted as 003a.00)	10/29/2014	11	NSR	No	0	R. Senecal	10/14/2014	10/29/2014
155.001-03	15501-0000	10/29/2014	Construction Preliminary Network Analysis Schedule (NAS)	10/30/2014	1	NSR	No	0	R. Senecal	10/29/2014	10/30/2014
155.001-04	15501-0000	10/30/2014	Construction Preliminary Network Analysis Schedule (NAS)	11/3/2014	2	REJR	Yes	0	R. Senecal	10/30/14	11/3/2014
155.001-05	15501-0000	11/11/2014	Construction Preliminary Network Analysis Schedule (NAS)	1/15/2015	47	NSR	No	0	R. Senecal	11/11/2014	1/12/2015
155.001-06	15501-0000	1/12/2015	Construction Preliminary Network Analysis Schedule (NAS)	1/20/2015	6	EAN	No	0	H. Bonsembiante	1/12/2015	1/16/2015

155.001-07	15501-0000	2/10/2015	Construction Preliminary Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
155.001-08	15501-0000	2/24/2015	Construction Preliminary Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
155.002-01	15501-0000	3/2/2015	Progress Schedule as of January 31, 2015	3/9/2015	1/7/1900	EAN	No	1/0/1900	R. Senecal	3/2/2015	3/9/2015
155.003-01	15501-0000	3/9/2015	Revised Baseline Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
156.001-01		12/17/2014	Traffic Control Plan	1/9/2015	17	NAR	No	0	J. Marlowe	12/17/2014	1/8/2015
156.001-02		1/6/2015	Traffic Control Plan	1/9/2015	3	REJR	Yes	0	H. Bonsembiante	1/6/2015	1/8/2015
156.001-03		1/12/2015	Traffic Control Plan	3/1/2015	34	REVR	Yes	0	J. Marlowe	1/12/2015	3/1/2015
157.001-01		12/22/2014	Stormwater Pollution Protection Plan (SWPPP)	1/9/2015	3	EAN	No	0	J. Marlowe	12/22/2014	1/8/2015
203.001-01		2/5/2015	Disposal Plan	2/27/2015	16	NET	No	0	J. Marlowe	2/5/2015	2/26/2015
402.001-01		2/2/2015	Job-Mix Formula (Grading B) for Shoulder Temporary Access								
402.002-01	41202-0000	2/2/2015	Job-Mix Formula (Grading D) for Tack Coat and Hot Mix Asphalt								
551.001-01	55101-0610 55101-0620	1/22/2015	Pile Driving Equipment (Pile Hammer)	2/10/2015	13	REJR	Yes	0	H. Bonsembiante	1/22/2015	2/2/2015
551.002-01	55101-0610 55101-0620	2/17/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	2/27/2015	8	REJR	Yes	0	J. Marlowe	2/17/2015	2/25/2015
551.002-02	55101-0610 55101-0620	2/27/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	3/3/2015	2	REJR	Yes	0	J. Marlowe	2/27/2015	3/3/2015
551.003-01	55101-0610 55101-0620	2/18/2015	Prestressed Strand Sample Certification (Piles) (Originally submitted as 553.005)	3/5/2015	11	NET	No	0	J. Marlowe	2/18/2015	3/4/2015
551.004-01	55101-0610 55101-0620	2/18/2015	Reinforcing Certificate Intent (Piles) (Originally submitted as 553.006)						* Waiting on Designer Response		
551.005-01	55101-0610	2/19/2015	Precast-Prestressed Concrete Piles Fabrication Shop Drawings (Originally submitted as 55101-0610.001)	2/27/2015	6	REVR	Yes	0	J. Marlowe	2/19/2015	2/26/2015
551.005-02	55101-0610	3/3/2015	Precast-Prestressed Concrete Piles Fabrication Shop Drawings (Originally submitted as 55101-0610.001)								
551.006-01	55101-0610	2/19/2015	Precast-Prestressed Concrete Method (Piles) (Originally submitted as 55101-0610.002)						* Waiting on Designer Response		
551.007-01	55101-0610 55101-0620 55104-1000	1/29/2015	Precast Concrete Pile Driving Sequence of Works	2/27/2015	21	REJR	Yes	0	J. Marlowe	1/29/2015	3/18/2015
552.001-01	55201-0145	2/5/2015	Precast Concrete Electrical Pedestal	2/27/2015	16	REJR	Yes	0	J. Marlowe	2/5/2015	2/18/2015
552.001-02	55201-0145	2/25/2015	Precast Concrete Electrical Pedestal	3/2/2015	3	NET	No	0	J. Marlowe	2/25/2015	3/2/2015
552.002-01	55201-0115 55201-0125 55201-0135 55201-0145	2/10/2015	Structural Concrete MD (Abutment Walls, Approach Slab, Wing Walls, and Misc. Foundations) (Originally submitted as 552.002 Structural Concrete Mix Design)	2/27/2015	13	EAN	No	0	J. Marlowe	2/10/2015	2/26/2015
552.003-01	55201-0115 55201-0125	2/27/2015	Structural Concrete MD (Pile Caps and Abutment Walls) (Originally submitted as 552.002)	3/3/2015	2	REJR	Yes	0	J. Marlowe	2/27/2015	3/3/2015
552.003-02	55201-0115 55201-0125	3/3/2015	Structural Concrete MD (Pile Caps and Abutment Walls) (Originally submitted as 552.002)	3/9/2015	4	NET	No	0	J. Marlowe	3/3/2015	3/9/2015
553.001-01	55302-3410	11/25/2014	Precast Plank (Shop Drawing and Material Product Data)	2/26/2015	67	REVR	Yes	0	H. Bonsembiante	11/25/2014	2/17/2015

553.002-01	55302-3410	11/25/2014	Precast-Prestressed Concrete Void Former Styrofoam	12/22/2014	19	REVR	Yes	0	H. Bonsembiante	12/18/2014	12/19/2014
553.002-02	55302-3410	12/26/2014	Precast-Prestressed Concrete Void Former Styrofoam	1/9/2015	10	REVR	Yes	0	H. Bonsembiante	12/26/2014	1/8/2015
553.003-01	55302-3410	12/3/2014	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/4/2015	45	REJR	Yes	0	H. Bonsembiante	12/18/2014	2/4/2015
553.003-02	55302-3410	2/9/2015	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/11/2015	2	REJR	Yes	0	H. Bonsembiante	2/9/2015	2/9/2015
553.003-03	55302-3410	2/13/2015	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/18/2015	3	EAN	No	0	J. Marlowe	2/13/2015	2/17/2015
553.004-01	55302-3410	1/7/2015	Structural Concrete Mix Design (7000psi) and Certificates (Originally submitted as 552.002)	2/11/2015	25	REJR	No	0	H. Bonsembiante	2/9/2015	2/9/2015
553.005-01	55302-3410	1/28/2015	Precast-Prestressed Box Girder Casting Bed (Shop Drawing) (Originally submitted as 553.003)	2/4/2015	5	NAR	No	0	H. Bonsembiante	1/28/2015	2/2/2015
553.005-02	55302-3410	1/28/2015	Precast-Prestressed Box Girder Casting Bed (Shop Drawing) (Originally submitted as 553.003)	2/5/2015	6	REVR	Yes	0	H. Bonsembiante	1/28/2015	2/2/2015
553.006-01	55302-3410	2/17/2015	Precast Concrete Pouring Methodology (Originally submitted as 553.004)	3/2/2015	9	EAN	No	0	J. Marlowe	2/17/2015	3/2/2015
562.001-01	15501-0000	10/7/2014	Construction Phasing Plan (Originally submitted as 001a.00)	10/27/2014	14	NSR	No	0	R. Senecal	10/7/2014	11/4/2014
562.001-02	15501-0000	10/27/2014	Construction Phasing Plan (Originally submitted as 001a.01)	3/1/2015	89	REVR	Yes	0	J. Marlowe	10/27/2014	3/1/2015
564.001-01	56401-0000	1/2/2015	Laminated Bearing Pad (Originally submitted as 717.002-01)	3/2/2015	41	NET	No	0	J. Marlowe	1/2/2015	3/2/2015
635.001-01	63501-0000	1/29/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)	2/10/2015	8	REJR	Yes	0	H. Bonsembiante	1/22/2015	2/9/2015
635.001-02	63501-0000	3/4/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)								
636.001-01	63620-0010	2/10/2015	Electrical Materials for Concrete Pedestal (Originally submitted as 721.001)	3/2/2015	14	EAN	No	0	J. Marlowe	2/10/2015	3/2/2015
636.002-01	63620-0010	1/26/2015	Epoxy-coated Rebar Buy America Documentation (for Electrical Pedestal and Power Poles) (Originally submitted as 709.003)	2/10/2015	11	NET	No	0	C. Richards	1/26/2015	2/10/2015
636.003-01	63620-0010	3/6/2015	Telephone Box (GTA) for Electrical Pedestal (Originally submitted as 636.002)	3/9/2015	1	NET	No	0	J. Marlowe	3/6/2015	3/9/2015
636.004-01	63620-0010	3/6/2015	Cable Wire Materials for Electrical Pedestal (Originally submitted as 636.003)	3/9/2015	3	NET	No	0	J. Marlowe	3/6/2015	3/9/2015
709.001-01		11/25/2014	Epoxy-coated Rebar Technical Data (Originally submitted as Epoxy-coated Rebar and Prestressing Steel Technical Data)	12/23/2014	20	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014
709.002-01		11/25/2014	Prestressing Steel Technical Data (Originally submitted as 709.001 Epoxy-coated Rebar and Prestressing Steel Technical Data)	12/23/2014	20	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014
717.001-01		11/25/2014	Fabricated Steel Channels (Miscellaneous Metals)	12/23/2014	20	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014

REVIEW STATUS

NET No Exception Taken
EAN Exceptions as Noted
REVR Revise/Resubmit
REJR Rejected/Resubmit
NAR No Action Required
NSR Not Subject to Review

Under review by CM
Contractor to resubmit



REQUEST FOR INFORMATION STATUS LOG

Project Name:	Bile/Pigua Bridge Replacement	Project Number:	GU-NH-NBIS(007)	Owner:	DPW	Contractor:	Korando Corporation
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RFI No.	RFI Date	Description	Response Date	Total Days	Follow up Yes/No	Reviewer		
						Name	Date to reviewer	Date from reviewer
001	2/6/2015	Corrosion Inhibitor	2/6/2015	0	No	J. Marlowe	2/6/2015	2/6/2015
002	2/6/2015	Corrosion Inhibitor – Epoxy-coated Rebar	2/11/2015	5	No	J. Marlowe	2/6/2015	2/11/2015
003	2/11/2015	Casting Bed	2/12/2015	1	No	J. Marlowe	2/11/2015	2/12/2015
004	2/12/2015	Prestress Release Strength Requirements for Piles	2/18/2015	6	No	J. Marlowe	2/12/2015	2/18/2015
005	2/20/2015	Rebar for Box Beam	2/26/2015	6	No	J. Marlowe	2/20/2015	2/26/2015
006	3/2/2015	Boring Test in Lieu of Test Piles						
007	3/5/2015	Concrete Pole Foundation	03/05/2015	0	Yes	J. Marlowe	03/05/2015	03/05/2015

CONTRACTOR REPORTS LOG

DATE: March 10, 2015

CERTIFIED PAYROLLS

PAYROLL NUMBER	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
7 we 2/27	02/27/15	02/24/15		No comments.
6 we 2/15	02/20/15	02/24/15	4	No comments.
5 we 2/8	02/13/15			No comments.
4 we 2/1	02/06/15			No comments.
3 we 1/25	01/30/15			No comments.
2 we 1/18	01/23/15			No comments.
1 we 1/11	01/16/15			No comments.

APPRENTICE TRAINING REPORTS

ESTIMATE Month	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
JANUARY				Apprentice Program Documentation to be submitted

CONTRACTOR PRODUCTION REPORTS

WEEK ENDING DATE	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
22-Feb	2/23/15			Not received.
15-Feb	2/16/15			Not received.
8-Feb	2/9/15	2/9/15	0	Reports received.
1-Feb	2/2/15	2/9/15	5	Reports received.
25-Jan	1/26/15	2/5/15	8	Reports received.
18-Jan	1/19/15	2/5/15	13	Reports received.
11-Jan	1/12/15	2/5/15	41	Reports received.



June 15, 2015

Department of Public Works
Highways (Horizontal) Engineering and Maintenance Division
542 North Marine Corps Drive
Tamuning, Guam 96913

Kristina Ingvarsson
Contracts Procurement Manager
Parsons Transportation Group
590 South Marine Corps Drive
ITC Building, Suite 403
Tamuning, Guam 96913

Subject: Technical Support Services
Islandwide Professional Construction Management Services
Invoice No. 4 for Period January 1 to April 30, 2015
Pile Pigua Bridge Rehabilitation
Project No. GU-NH-NBIS(007)
Task Order No. GU-NH-PCMS (002)-STANLEY-05

Enclosed for payment is our Invoice Number 4 for the Bile Pigua Bridge Rehabilitation in the amount of \$78,568.52 which covers the period January 1 to April 30, 2015 (inclusive dates) for services rendered pursuant to the terms and conditions, established in the above referenced Agreement.

Documents supporting this request are as follows:

- Certification
- Consultant Invoice Form
- Explanation of ODC Computation
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- Proposed Staffing Plans

Invoice No. 4
June 15, 2015
Page 2

Cost breakdown to date:

Original Amount:\$759,762.70

Invoice(s) Amount to Date:\$100,077.60

The total amount requested for this period:\$78,568.52

(Seventy eight thousand five hundred sixty eight and fifty two cents)

In addition, Stanley Consultants shall notify the Department of Public Works when expenditures reach 50%, 75%, and 90% of the Not-To-Exceed amount of Task Order, in a Letter of Notification. The following are the pay requests to date:

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3	Through December, 2014	June 15, 2015	\$5,647.56	2.83
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	Total		\$100,077.60	13.20

Should you have any questions regarding this invoice payment request, please contact me at stumprichard@stanleygroup.com or at 646-3466.

Sincerely,

Stanley Consultants, Inc.

Richard Stump, AIA, LEED AP BD+C
Vice President

Attachment(s): Invoice No. 4, TO 0005 Supporting Documents



June 15, 2015

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Stanley Consultants INC



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Richard Stump, AIA, LEED AP BD+C
Vice President

Attachment(s): Invoice No. 4, TO 0005 Supporting Documents

EXHIBIT E



MEETING MINUTES

Meeting Notes No. 014

Meeting: Weekly Construction Meeting
 Project: Bile/Pigua Bridge Replacement
 Job#: GU-NH-NBIS(007)
 Meeting Location: Site Field Office

Date: June 16, 2015
 Time: 2:00 p.m.
 Next Meeting Location: Site Field Office
 Next Meeting: June 23, 2015 @ 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	671.486.2366
X	Hernan Bonsembiante	SCI	bonsembiantehernan@stanleygroup.com	671.489.6470
	Chelsea Richards	SCI	richardschelsea@stanleygroup.com	671.489.8341
	Richard Senecal	SCI	senecalrichard@stanleygroup.com	671.486.0098
	Joe Pecht	PTG	joseph.pecht@parsons.com	671.488.5754
	Derrick Lehman	PTG	derrick.lehman@parsons.com	671.977.0237
X	Buster Anderson	PTG	buster.anderson@parsons.com	-
X	Ruel Remetira	Korando	ruel.remetira@gmail.com	671.888.7326
X	Ricarte Bisquera	Korando	enr_korando@teleguam.net	671.898.3396
	Francisco "Joni" Palma Jr.	Korando	joni_korando@teleguam.net	671.649.7880
	Nats Catolos	BBRMC	ngcatolos.bbr@teleguam.net	671.633.7261
	Joepeter Gacutan	BBRMC	bbrmcjagacutan@aim.com	-
	Crispin Bensen	DPW	crispin.bensen@dpw.guam.gov	671.649.3115

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
4. CHANGE ORDER LOG
5. SUBMITTAL LOG
6. RFI LOG
7. REPORTS LOG

MEETING NOTES:

1 SCHEDULE

1.1 Summary

Notice to Proceed:	January 5, 2015
Time for Completion:	450 Calendar Days
Contract Completion Date:	March 29, 2016
Current Scheduled Contract Completion Date:	
Delay:	0
Elapsed Time:	163 Days / 36.2%
Percent Complete:	3.79% (Per Invoice #1)

	<u>ACTION REQUIRED</u>
<p>1.2 Schedule Overview</p> <ul style="list-style-type: none"> • Korando 4-week look ahead (attached) • Little progress has been made since last meeting. • Precast yard is about 35% complete. Korando has revised the casting bed plan by shortening and widening. They are installing rebar for the casting bed. • No permanent work scheduled for this week. • Pile casting is scheduled for Friday. 	
<p>1.3 Potential Delays/Critical Issues</p> <ul style="list-style-type: none"> • CM noted that Activity A1450 Fabricate/Install Precast-Prestressed Electrical Concrete Beam (including design) is the controlling work. There are no GPA-approved plans or change order request for this work. CM said that there may be a possible 30 to 60-day delay due to this. 	

	<u>ACTION REQUIRED</u>
<p>2 COST STATUS</p> <ul style="list-style-type: none"> • Cost Status Log (attached) 	
<p>3 CHANGE ORDERS</p> <ul style="list-style-type: none"> • Change Order Log (attached) • PCO No. 3 – Korando sent a cost proposal today. • PCO No. 4 – Waiting for proposal from Korando. 	
<p>4 SUBMITTALS</p> <ul style="list-style-type: none"> • Submittal Log (attached) • CM reminded Korando of the following pending submittals: <ul style="list-style-type: none"> ○ Pile splice ○ Pile cap rebar schedule ○ Sewer protection plan ○ Water and electrical materials 	
<p>5 REQUESTS FOR INFORMATION</p> <ul style="list-style-type: none"> • RFI Log (attached) • Last week, Korando said that they intended to submit a sewer protection plan that relocates piles to protect the sewer and CM said that Korando would need to submit an RFI for any proposal to revise pile locations. Korando has not submitted an RFI. • CM asked Korando to copy CM on submittals sent to utilities and also copy CM on utility coordination. 	

	<u>ACTION REQUIRED</u>
<p>6 REPORTS</p> <ul style="list-style-type: none"> • Reports Log (attached) 	
<p>7 SAFETY/TRAFFIC CONTROL</p> <ul style="list-style-type: none"> • Site Safety – No issues. • Traffic Control <ul style="list-style-type: none"> ○ Korando plans to switch out the old temporary concrete barriers on the bridges with new temporary concrete barriers this Wednesday. ○ Korando needs to install reflectors on the barriers. 	
<p>8 QUALITY CONTROL</p> <ul style="list-style-type: none"> • Korando is to schedule a pre-activity meeting for casting and tensioning the piles. 	
<p>9 ENVIRONMENTAL</p> <ul style="list-style-type: none"> • CM asked Korando to submit documentation showing that they have performed required pre-construction surveys required in the SCR or in the individual permits. 	

	<u>ACTION REQUIRED</u>
<p>10 OPEN ISSUES</p> <ul style="list-style-type: none"> • Survey - Contractor must survey, prepare and submit existing x-sections. Payment for earthwork cannot be made without the cross-sections. Korando said they need additional shots at the bridges out to the ROW limits. • Korando is working with GPA to revise the electric utility plan. This is a change in scope. Korando must submit a proposal for a change order. • New Power Pole – A power pole has been installed south of the Bile Bridge that is not shown on the plans. Korando said the pole is temporary and will not be needed when house construction is done. • CM has asked Korando where they plan to cast the proposed electrical beams. Korando said they will precast by Rocky Mountain. They are also considering casting-in-place with post tensioning. 	<p>Korando</p> <p>Korando</p> <p>Korando</p>
<p>11 NEW ISSUES</p> <ul style="list-style-type: none"> • Korando said that the NE corners of the Bile and Pigua Bridges cannot be installed because they are in the riverbank and there is rip-rap rock there. CM said to build per plan. Korando is responsible for excavation, crane access, etc. Also, Korando should submit an RFI in they see any design problems. 	



Bile/Pigua
 Project No. GU-NH-NBIS(007)
 Contractor: Korando Corporation
 Client: Department of Public Works

SUBMITTAL LOG
 6/16/2015

Submittal No.	Pay Item No.	Date	Description	Response Date	Total Days	Action	Resubmit	Days Out	Reviewer		
							Yes/No		Name	Date to reviewer	Date from reviewer
103.001-01		10/7/2014	Submittal Register (Originally submitted as 002a.00)	11/3/2014	26	EAN	No	0	R. Senecal	10/7/2014	11/3/2014
104.001-01		10/20/2014	Existing Survey Data (Originally submitted as 004a.00)	2/10/2015	110	REVR	Yes	63	H. Bonsembiante	10/20/2014	2/9/2015
104.001-02		4/13/2015	Existing Survey Data (Originally submitted as 152.001 As-built Survey Data and Drawings)	4/22/2015	9	REVR	Yes	50	J. Marlowe	4/13/2015	4/21/2015
104.001-03		6/12/2015	Existing Survey Data (Originally submitted as 152.001 As-built Survey Data and Drawings)								
105.001-01		12/31/2014	Buy America Requirements	1/15/2015	15	REJR	Yes	151	H. Bonsembiante	12/31/2014	1/13/2015
107.001-01		10/30/2014	Building Permit (Originally submitted as 108.001-01)	11/17/2014	17	NAR	No	0	R. Senecal	10/30/2014	11/17/2014
107.002-01		11/25/2014	Environmental Protection and Erosion Control Plan	1/9/2015	44	REVR	Yes	0	J. Marlowe	11/25/2014	1/8/2015
107.002-02		2/5/2015	Environmental Protection and Erosion Control Plan	2/27/2015	22	NET	No	0	J. Marlowe	2/5/2015	2/26/2015
107.003-01		12/22/2014	Water Quality Monitoring Plan (WQMP)	1/5/2015	13	REVR	Yes	0	J. Marlowe	12/22/2014	1/8/2015
107.003-02		2/18/2015	Water Quality Monitoring Plan (WQMP) (Originally submitted as 107.003)	2/27/2015	9	NET	No	0	J. Marlowe	2/18/2015	2/26/2015
107.004-01		12/22/2014	Accident Prevention Plan (APP)	1/9/2015	17	REVR	Yes	0	H. Bonsembiante	12/22/2014	12/29/2014
107.004-02		2/20/2015	Accident Prevention Plan (APP)	2/27/2015	7	NET	No	0	J. Marlowe	2/20/2015	2/26/2015
107.005-01		1/7/2015	Encroachment Permit (Originally submitted as 108.001-01 Notice to Permit and Encroachment Permits)	1/8/2015	1	NAR	No	0	J. Marlowe	1/7/2015	1/8/2015
107.006-01		2/11/2015	Archaeological Research Design (Staging Area) Draft	2/18/2015	7	NAR	Yes	66	J. Marlowe	2/11/2015	2/17/2015
107.006-02		4/24/2015	Archaeological Research Design (Staging Area) Draft	4/28/2015	4	NAR	Yes	48	J. Marlowe	4/24/2015	4/27/2015
107.006-03		5/29/2015	Archaeological Research Design (Staging Area) Final	6/3/2015	4	NAR	Yes	13	J. Marlowe	5/29/2015	6/2/2015
107.007-01		2/18/2015	Hazard Analysis Critical Control Points (HACCP) Plan (Originally submitted 107.005)	3/5/2015	17	NET	No	0	J. Marlowe	2/18/2015	3/4/2015
107.008-01		3/30/2015	DOA And GWA Merizo Site Coordination Meeting Narratives	4/17/2015	17	NAR	No	0	R. Senecal	3/30/2015	4/15/2015
107.009-01		6/1/2015	Staging Area Building Permit	6/3/2015	2	NAR	No	0	J. Marlowe	6/1/2015	6/2/2015
107.010-01		6/4/2015	Final Technical Report for Archaeological Assessment (DPR Approval Letter)	6/8/2015	4	NAR	No	0	J. Marlowe	6/4/2015	6/8/2015
108.001-01		1/7/2015	Notice to Proceed (NTP) (Originally submitted as 108.001-01 Notice to Permit and Encroachment Permits)	1/8/2015	1	NAR	No	0	J. Marlowe	1/7/2015	1/8/2015
108.002-01		1/26/2015	Korando-BBR Subcontract Agreement (Originally submitted as 103.002)	2/6/2015	10	REJR	Yes	82	C. Richards	1/26/2015	2/6/2015
108.002-02		4/28/2015	Korando-BBR Subcontract Agreement (Originally submitted as 103.002)	5/4/2015	48	EAN	No	0	C. Richards	4/28/2015	5/4/2015
108.003-01		3/30/2015	Department of Labor (DOL) H-2B Alien Labor Certification (Originally submitted as 108.002)	4/28/2015	28	REVR	Yes	48	C. Richards	3/30/2015	4/27/2015
108.003-02		4/30/2015	Department of Labor (DOL) H-2B Alien Labor Certification (Originally submitted as 108.002)	6/1/2015	31	NET	No	0	C. Richards	4/30/2015	6/1/2015

108.004-01		6/4/2015	SF1444 Request for Authorization of Additional Classification Rate (Originally submitted as 108.006-01)						PTG/DOL	6/6/2015	
108.005-01		6/2/2015	List of Subcontractors and Suppliers (Originally submitted as 108.007)	6/9/2015	7	EAN	No	0	C. Richards	6/2/2015	6/8/2015
108.006-01		6/11/2015	Pineda Surveying (Certificate of Authorization) (Originally submitted as 108.008)	6/15/2015	4	NET	No	0	C. Richards	6/11/2015	6/15/2015
109.001-01		11/11/2014	Schedule of Values	1/8/2015	57	REJR	Yes	0	H. Bonsembiante	11/11/2014	12/23/2014
109.001-02		1/20/2015	Schedule of Values	2/4/2015	14	NAR	No	0	H. Bonsembiante	1/20/2015	2/4/2015
153.001-01		12/3/2014	Quality Control Plan	1/9/2015	36	EAN	No	0	H. Bonsembiante	12/3/2014	1/9/2015
153.002-01		2/18/2015	Rocky Mountain Precast Quality System Manual	3/5/2015	17	NET	No	0	J. Marlowe	2/18/2015	3/5/2015
155.001-01	15501-0000	10/10/2014	Construction Preliminary Network Analysis Schedule (NAS) (Originally submitted as 003a.00)	10/14/2014	4	NSR	No	0	R. Senecal	10/10/2014	10/14/2014
155.001-02	15501-0000	10/14/2014	Construction Preliminary Network Analysis Schedule (NAS) (Originally submitted as 003a.00)	10/29/2014	15	NSR	No	0	R. Senecal	10/14/2014	10/29/2014
155.001-03	15501-0000	10/29/2014	Construction Preliminary Network Analysis Schedule (NAS)	10/30/2014	1	NSR	No	0	R. Senecal	10/29/2014	10/30/2014
155.001-04	15501-0000	10/30/2014	Construction Preliminary Network Analysis Schedule (NAS)	11/3/2014	3	REJR	Yes	0	R. Senecal	10/30/14	11/3/2014
155.001-05	15501-0000	11/11/2014	Construction Preliminary Network Analysis Schedule (NAS)	1/15/2015	64	NSR	No	0	R. Senecal	11/11/2014	1/12/2015
155.001-06	15501-0000	1/12/2015	Construction Preliminary Network Analysis Schedule (NAS)	1/20/2015	8	EAN	No	0	H. Bonsembiante	1/12/2015	1/16/2015
155.001-07	15501-0000	2/10/2015	Construction Preliminary Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
155.001-08	15501-0000	2/24/2015	Construction Preliminary Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
155.002-01	15501-0000	3/2/2015	Progress Schedule as of January 31, 2015	3/9/2015	7	EAN	No	0	R. Senecal	3/2/2015	3/9/2015
155.003-01	15501-0000	3/9/2015	Revised Baseline Network Analysis Schedule (NAS)	SUBMITTAL VOIDED							
155.003-01	15501-0000	3/10/2015	Progress Schedule as of February 28, 2015	3/17/2015	7	EAN	No	0	R. Senecal	3/10/2015	3/13/2015
155.004-01	15501-0000	3/17/2015	Baseline Network Analysis Schedule (NAS) (Revised as of March 17, 2015)	3/25/2015	8	NSR	No	0	R. Senecal	3/17/2015	3/20/2015
155.005-01	15501-0000	4/16/2015	Recovery Network Analysis Schedule (NAS) and Progress as of March 31, 2015	4/29/2015	13	REVR	Yes	13	J. Marlowe	4/16/2015	4/29/2015
155.005-02	15501-0000	5/12/2015	Recovery Network Analysis Schedule (NAS) and Progress as of March 31, 2015 (Originally submitted as 155.007, Recovery Schedule)	6/1/2015	19	EAN	No	0	R. Senecal	5/12/2015	5/28/2015
157.001-01	15701-0000	12/22/2014	Stormwater Pollution Protection Plan (SWPPP)	1/9/2015	22	EAN	No	0	J. Marlowe	12/22/2014	1/8/2015
157.002-01	15701-0000	5/11/2015	Soil Erosion Control, Silt and Orange Fence	5/20/2015	9	REVR	Yes	26	C. Richards	5/11/2015	5/13/2015
203.001-01		2/5/2015	Disposal Plan	2/27/2015	39	NET	No	0	J. Marlowe	2/5/2015	2/26/2015
300.001-01		6/4/2015	Aggregate Course	6/8/2015	4	REVR	No	0	C. Richards	6/4/2015	6/5/2015
402.001-01		2/2/2015	Job-Mix Formula (Grading B) for Shoulder Temporary Access	3/11/2015	39	EAN	No	0	J. Marlowe	2/2/2015	3/10/2015
402.002-01		2/2/2015	HMA Concrete Pavement, Friction Course (Originally submitted 402.002 Tack Coat and HMA Concrete Asphalt)	3/11/2015	39	EAN	No	0	J. Marlowe	2/2/2015	3/11/2015
412.001-01	41202-0000	2/2/2015	Tack Coat (Originally submitted 402.002 Tack Coat and HMA Concrete Asphalt)	3/11/2015	18	NET	No	0	J. Marlowe	2/2/2015	3/11/2015
551.001-01	55101-0610 55101-0620	1/22/2015	Pile Driving Equipment (Pile Hammer)	2/10/2015	18	REJR	Yes	73	H. Bonsembiante	1/22/2015	2/2/2015

551.001-02	55101-0610	4/23/2015	Pile Driving Equipment (Pile Hammer) (Originally titled Technical Engineer's Qualifications and Pile Hammer Wave Equation Analysis)	5/20/2015	27	REJR	Yes	26	J. Marlowe	4/23/2015	5/19/2015
	55101-0620										
551.001-03	55101-0610	5/29/2015	Pile Driving Equipment (Pile Hammer)	6/3/2015	4	NET	No	0	J. Marlowe	5/29/2015	6/2/2015
	55101-0620										
551.002-01	55101-0610	2/17/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	2/27/2015	10	REJR	Yes	0	J. Marlowe	2/17/2015	2/25/2015
	55101-0620										
551.002-02	55101-0610	2/27/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	3/3/2015	6	REJR	Yes	48	J. Marlowe	2/27/2015	3/3/2015
	55101-0620										
551.002-03	55101-0610	4/21/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	5/1/2015	10	REVR	Yes	4	C. Richards	4/21/2015	5/1/2015
	55101-0620										
551.002-04	55101-0610	5/5/2015	Composition Concrete MD (Piles) (Originally submitted as 552.004)	5/13/2015	8	NET	No	0	C. Richards	5/5/2015	5/13/2015
	55101-0620										
551.003-01	55101-0610	2/18/2015	Prestressed Strand Sample Certification (Piles) (Originally submitted as 553.005)	3/5/2015	17	NET	No	0	J. Marlowe	2/18/2015	3/4/2015
	55101-0620										
551.004-01	55101-0610	2/18/2015	Reinforcing Certificate - Intent (Piles) (Originally submitted as 553.006)	3/17/2015	29	EAN	No	0	R. Senecal	2/18/2015	3/16/2015
	55101-0620										
551.005-01	55101-0610	2/19/2015	Precast-Prestressed Concrete Piles Fabrication Shop Drawings (Originally submitted as 55101-0610.001)	2/27/2015	8	REVR	Yes	6	J. Marlowe	2/19/2015	2/26/2015
551.005-02	55101-0610	3/3/2015	Precast-Prestressed Concrete Piles Fabrication Shop Drawings (Originally submitted as 55101-0610.001)	3/17/2015	14	REVR	Yes	21	R. Senecal	3/3/2015	3/16/2015
551.005-03	55101-0610	4/8/2015	Precast-Prestressed Concrete Piles Fabrication Shop Drawings (Originally submitted as 55101-0610.001)	4/15/2015	7	EAN	No	0	R. Senecal	4/8/2015	4/15/2015
551.006-01	55101-0610	2/19/2015	Prestressed Concrete Method (Piles) (Originally submitted as 55101-0610.002)	3/17/2015	28	REVR	Yes	3	R. Senecal	3/5/2015	3/16/2015
551.006-02	55101-0610	3/20/2015	Prestressed Concrete Method (Piles) (Originally submitted as 55101-0610.002)	3/25/2015	5	EAN	No	0	J. Marlowe	3/20/2015	3/25/2015
551.007-01	55101-0610	1/29/2015	Precast Concrete Pile Driving Sequence of Works	2/27/2015	28	REJR	Yes	82	J. Marlowe	1/29/2015	2/18/2015
	55101-0620										
	55104-1000										
551.007-02	55101-0610	5/19/2015	Precast Concrete Pile Driving Sequence of Works	5/22/2015	3	REVR	Yes	10	J. Marlowe	5/19/2015	5/21/2015
	55101-0620										
	55104-1000										
551.007-03	55101-0610	6/2/2015	Precast Concrete Pile Driving Sequence of Works						L. Kobayashi, PB	6/10/2015	
	55101-0610										
	55104-1000										
551.008-01	55101-0610	5/24/2015	BG2CS Rotary Drilling Rig Equipment Data (Piles)						H. Bonsembiante	6/2/2015	
	55101-0620										
551.009-01	55101-0610	5/24/2015	Grove GMK5100 Crane Pile Driving Equipment Data (Piles)	6/8/2015	14	NSR	No	0	J. Marlowe	5/24/2015	6/8/2015
	55101-0620										
551.010-01	55101-0610	5/26/2015	Pres-stressing Jack Calibration (Piles)	6/10/2015	14	NET	No	0	J. Marlowe	5/26/2015	6/10/2015
	55101-0620										
551.011-01	55101-0610	5/26/2015	Pre-stressed Wire Strands (Mill Certificate) (Piles)	6/2/2015	6	REVR	Yes	9	C. Richards	5/26/2015	6/1/2015
	55101-0620										

551.011-02	55101-0610 55101-0620	6/11/2015	Pre-stressed Wire Strands (Mill Certificate) (Piles)	6/11/2015	0	NET	Yes	0	C. Richards	6/11/2015	6/11/2015
551.012-01	55101-0610 55101-0620	5/29/2015	Reinforcing Spiral Wire (Mill Certificates) (Piles) (Originally submitted as Reinforcing Mill Certificates)	6/2/2015	3	REVR	Yes	14	C. Richards	5/29/2015	6/1/2015
551.012-02	55101-0610 55101-0620	6/11/2015	Reinforcing Spiral Wire (Mill Certificates) (Piles) (Originally submitted as Reinforcing Mill Certificates)	6/12/2015	1	NET	No	0	C. Richards	6/11/2015	6/12/2015
551.013-01	55101-0610 55101-0620	5/29/2015	Reinforcing Rebar (Order List and Bend Diagrams) (Piles)	6/3/2015	4	EAN	No	0	J. Marlowe	5/29/2015	6/2/2015
551.014-01	55101-0610 55101-0620	6/12/2015	Pile Embed Plate Reinforcing (Mill Certificates)	6/15/2015	3	REVR	Yes	0	C. Richards	6/12/2015	6/15/2015
552.001-01	55201-0145	2/5/2015	Precast Concrete Electrical Pedestal	2/27/2015	22	REJR	Yes	0	J. Marlowe	2/5/2015	2/18/2015
552.001-02	55201-0145	2/25/2015	Precast Concrete Electrical Pedestal	3/2/2015	7	NET	No	0	J. Marlowe	2/25/2015	3/2/2015
552.002-01	55201-0115 55201-0125 55201-0135 55201-0145	2/10/2015	Structural Concrete MD (Abutment Walls, Approach Slab, Wing Walls, and Misc. Foundations) (Originally submitted as 552.002 Structural Concrete Mix Design)	2/27/2015	17	EAN	No	0	J. Marlowe	2/10/2015	2/26/2015
552.003-01	55201-0115 55201-0125	2/27/2015	Structural Concrete MD (Pile Caps and Abutment Walls) (Originally submitted as 552.002)	3/3/2015	6	REJR	Yes	0	J. Marlowe	2/27/2015	3/3/2015
552.003-02	55201-0115 55201-0125	3/3/2015	Structural Concrete MD (Pile Caps and Abutment Walls) (Originally submitted as 552.002)	3/9/2015	6	NET	No	0	J. Marlowe	3/3/2015	3/9/2015
552.004-01	55201-0145	4/2/2015	Flowable Fill (Lean Concrete Backfill) (Originally submitted as 614.001)	4/17/2015	15	REVR	Yes	59	C. Richards	4/2/2015	4/15/2015
552.004-02	55201-0145	4/20/2015	Flowable Fill (Lean Concrete Backfill) (Originally submitted as 614.001)	4/22/2015	2	REVR	Yes	1	C. Richards	4/20/2015	4/20/2015
552.004-03	55201-0145	4/23/2015	Flowable Fill (Lean Concrete Backfill) (Originally submitted as 614.001)	5/4/2015	11	NET	No	0	C. Richards	4/23/2015	4/24/2015
552.005-01	55201-0115	5/21/2015	Construction Phasing Plan for Abutment	6/10/2015	19	EAN	No	0	J. Marlowe	5/21/2015	6/10/2015
553.001-01	55302-3410	11/25/2014	Precast Plank (Shop Drawing and Material Product Data)	2/26/2015	91	REVR	Yes	83	H. Bonsembiante	11/25/2014	2/17/2015
553.001-02	55302-3410	5/19/2015	Precast Plank (Shop Drawing and Material Product Data) (Originally submitted as Precast-Prestressed Box Beam Shop Drawing)	6/9/2015	20	REJR	Yes	7	J. Marlowe	5/19/2015	6/9/2015
553.002-01	55302-3410	11/25/2014	Precast-Prestressed Concrete Void Former Styrofoam	12/22/2014	27	REVR	Yes	0	H. Bonsembiante	12/18/2014	12/19/2014
553.002-02	55302-3410	12/26/2014	Precast-Prestressed Concrete Void Former Styrofoam	1/9/2015	13	REVR	Yes	157	H. Bonsembiante	12/26/2014	1/8/2015
553.003-01	55302-3410	12/3/2014	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/4/2015	61	REJR	Yes	0	H. Bonsembiante	12/18/2014	2/4/2015
553.003-02	55302-3410	2/9/2015	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/11/2015	2	REJR	Yes	0	H. Bonsembiante	2/9/2015	2/9/2015
553.003-03	55302-3410	2/13/2015	Structural Concrete MD (Precast Prestressed Box Beam) (Originally submitted as 552.001)	2/18/2015	5	EAN	No	0	J. Marlowe	2/13/2015	2/17/2015
553.004-01	55302-3410	1/7/2015	Structural Concrete Mix Design (7000psi) and Certificates (Originally submitted as 552.002)	2/11/2015	34	REJR	No	0	H. Bonsembiante	2/9/2015	2/9/2015
553.005-01	55302-3410	1/28/2015	Precast-Prestressed Box Girder Casting Bed (Shop Drawing) (Originally submitted as 553.003)	2/4/2015	6	NAR	No	0	H. Bonsembiante	1/28/2015	2/2/2015
553.005-02	55302-3410	1/28/2015	Precast-Prestressed Box Girder Casting Bed (Shop Drawing) (Originally submitted as 553.003)	2/5/2015	7	REVR	Yes	65	H. Bonsembiante	1/28/2015	2/2/2015

553.005-03	55302-3410	4/10/2015	Precast-Prestressed Box Girder Casting Bed (Shop Drawing) (Originally submitted as 553.003)	4/22/2015	12	NET	No	0	J. Marlowe	4/10/2015	4/21/2015
553.006-01	55302-3410	2/17/2015	Precast Concrete Pouring Methodology (Originally submitted as 553.004)	3/2/2015	15	EAN	No	0	J. Marlowe	2/17/2015	3/2/2015
553.007-01	55302-3410	6/9/2015	Precast-Prestressed Box Girder Casting Bed (Revised Shop Drawing) (Originally submitted as 553.005-04)	6/9/2015	0	REJR	Yes	7	J. Marlowe	6/9/2015	6/9/2015
562.001-01	15501-0000	10/7/2014	Construction Phasing Plan (Originally submitted as 001a.00)	10/27/2014	20	NSR	No	0	R. Senecal	10/7/2014	11/4/2014
562.001-02	15501-0000	10/27/2014	Construction Phasing Plan (Originally submitted as 001a.01)	3/1/2015	124	REVR	Yes	51	J. Marlowe	10/27/2014	3/1/2015
562.001-03	15501-0000	4/22/2015	Construction Phasing Plan (Originally submitted as 001a.01)	4/28/2015	6	NAR	Yes	14	J. Marlowe	4/22/2015	4/27/2015
562.001-04	15501-0000	5/12/2015	Construction Phasing Plan (Originally submitted as 001a.01)	5/21/2015	9	REVR	Yes	25	J. Marlowe	5/12/2015	5/21/2015
562.002-01	56202-0100	5/9/2015	Steel Sheet Pile Product Data and Shop Drawing	5/20/2015	11	REVR	Yes	26	C. Richards	5/9/2015	5/14/2015
562.003-01		5/18/2015	Bile Temporary Steel Bridge (Shop Drawing)	5/27/2015	9	NSR	No	0	J. Marlowe	5/18/2015	5/27/2015
562.003-02		5/26/2015	Bile Temporary Steel Bridge (Shop Drawing)	6/1/2015	5	REVR	Yes	15	J. Marlowe	5/26/2015	6/1/2015
562.004-01		5/18/2015	Pigua Temporary Steel Bridge (Shop Drawing)	5/27/2015	9	NSR	No	0	J. Marlowe	5/18/2015	5/27/2015
562.004-02		5/26/2015	Pigua Temporary Steel Bridge (Shop Drawing)	6/1/2015	5	REVR	Yes	15	J. Marlowe	5/26/2015	6/1/2015
562.005-01		5/28/2015	Temporary Steel Bridge Structural Calculation	6/3/2015	5	REVR	Yes	12	J. Marlowe	5/28/2015	6/2/2015
562.005-02		6/4/2015	Temporary Steel Bridge Structural Calculation	6/9/2015	5	REVR	Yes	7	J. Marlowe	6/4/2015	6/9/2015
562.006-01		5/28/2015	Existing Temporary Bile and Pigua Bridge Assessment	6/8/2015	10	NSR	No	0	J. Marlowe	5/28/2015	6/5/2015
562.006-02		6/4/2015	Existing Temporary Bile and Pigua Bridge Assessment	6/10/2015	6	REVR	Yes	6	J. Marlowe	6/4/2015	6/10/2015
564.001-01	56401-0000	1/2/2015	Laminated Bearing Pad (Originally submitted as 717.002)	3/2/2015	60	NET	No	0	J. Marlowe	1/2/2015	3/2/2015
611.001-01	61102-3250	4/27/2015	Ductile Iron Pipe and Fittings	4/30/2015	3	REVR	Yes	46	C. Richards	4/27/2015	4/29/2015
611.002-01	61106-0000	4/27/2015	Wet Barrel Fire Hydrant Set	4/30/2015	3	REVR	Yes	46	C. Richards	4/27/2015	4/29/2015
611.003-01	61104-0200	4/27/2015	Valves	4/30/2015	3	REVR	Yes	46	C. Richards	4/27/2015	4/29/2015
611.004-01	61102-0450	4/27/2015	PVC, Water Meter Box and Valve Box Cover	4/30/2015	3	REVR	Yes	46	C. Richards	4/27/2015	4/29/2015
	61104-0200										
	61107-0000										
611.005-01	61102-0450	4/27/2015	HDPE Pipe, Valve and Miscellaneous Material (HDPE Pipe, Rotmac Service Saddle, Corporation Stop, Ford Brass Coupling, Bronze Ball Valve, Copper Pipe)	4/30/2015	3	REVR	Yes	46	C. Richards	4/27/2015	4/29/2015
	61102-0600										
	61104-0200										
635.001-01	63501-0000	1/29/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)	2/10/2015	11	REJR	Yes	0	H. Bonsembiante	1/22/2015	2/9/2015
635.001-02	63501-0000	3/4/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)	3/17/2015	13	REJR	Yes	89	R. Senecal	3/6/2015	3/16/2015
635.001-03	63501-0000	4/6/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)	5/4/2015	28	REJR	Yes	1	R. Senecal	4/6/2015	4/15/2015
635.001-04	63501-0000	5/5/2015	Precast Concrete Barrier (Shop Drawing) (Originally 618.001)	5/13/2015	8	NET	No	0	R. Senecal	5/5/2015	5/12/2015
635.002-01	63501-0000	3/16/2015	Traffic Signage and Marking Material (Originally 718.001 Traffic and Signing and Marking Material)	3/18/2015	2	REVR	Yes	28	R. Senecal	3/16/2015	3/18/2015
635.002-02	63501-0000	4/16/2015	Traffic Signage and Marking Material (Originally 718.001 Traffic and Signing and Marking Material)	4/16/2015	0	REJR	Yes	14	C. Richards	4/16/2015	4/16/2015
635.002-03	63501-0000	4/30/2015	Traffic Signage and Marking Material (Originally 718.001 Traffic and Signing and Marking Material)	5/1/2015	1	NET	No	0	C. Richards	4/30/2015	5/1/2015

635.003-01	63501-0000	12/17/2014	Traffic Control Plan (Originally submitted 156.001)	1/9/2015	22	NAR	No	0	J. Marlowe	12/17/2014	1/8/2015
635.003-02	63501-0000	1/6/2015	Traffic Control Plan (Originally submitted 156.001)	1/9/2015	3	REJR	Yes	0	H. Bonsembiante	1/6/2015	1/8/2015
635.003-03	63501-0000	1/12/2015	Traffic Control Plan (Originally submitted 156.001)	3/1/2015	49	REVR	Yes	105	J. Marlowe	1/12/2015	3/1/2015
635.004-01	63501-0000	3/18/2015	Traffic Control Plan for Clearing and Grubbing (Bile Bridge Area) (Originally submitted 156.002)	3/19/2015	1	REVR	Yes	0	C. Richards	3/18/2015	3/18/2015
635.004-02	63501-0000	3/19/2015	Traffic Control Plan for Clearing and Grubbing (Bile Bridge Area) (Originally submitted 156.002)	3/19/2015	0	EAN	No	0	C. Richards	3/19/2015	3/19/2015
636.001-01	63620-0010	2/10/2015	Electrical Materials for Concrete Pedestal (Originally submitted as 721.001)	3/2/2015	22	EAN	No	0	J. Marlowe	2/10/2015	3/2/2015
636.002-01	63620-0010	1/26/2015	Epoxy-coated Rebar Buy America Documentation (for Electrical Pedestal and Power Poles) (Originally submitted as 709.003)	2/10/2015	14	NET	No	0	C. Richards	1/26/2015	2/10/2015
636.003-01	63620-0010	3/6/2015	Telephone Box (GTA) for Electrical Pedestal (Originally submitted as 636.002)	3/9/2015	3	NET	No	0	J. Marlowe	3/6/2015	3/9/2015
636.004-01	63620-0010	3/6/2015	Cable Wire Materials for Electrical Pedestal (Originally submitted as 636.003)	3/11/2015	5	NET	No	0	J. Marlowe	3/6/2015	3/9/2015
636.005-01	63620-0010	4/14/2015	GPA Approved Underground Electrical Plan (Preliminary)	6/15/2015	2	REJR	Yes	1	J. Marlowe	6/13/2015	6/13/2015
709.001-01		11/25/2014	Epoxy-coated Rebar Technical Data (Originally submitted as Epoxy-coated Rebar and Prestressing Steel Technical Data)	12/23/2014	28	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014
709.002-01		11/25/2014	Prestressing Steel Technical Data (Originally submitted as 709.001 Epoxy-coated Rebar and Prestressing Steel Technical Data)	12/23/2014	28	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014
717.001-01		11/25/2014	Fabricated Steel Channels (Miscellaneous Metals)	12/23/2014	28	EAN	No	0	H. Bonsembiante	12/18/2014	12/22/2014

REVIEW STATUS

NET No Exception Taken
 EAN Exceptions as Noted
 REVR Revise/Resubmit
 REJR Rejected/Resubmit
 NAR No Action Required
 NSR Not Subject to Review

Under review by CM
 Contractor to resubmit



REQUEST FOR INFORMATION STATUS LOG

Project Name:	Bile/Pigua Bridge Replacement	Project Number:	GU-NH-NBIS(007)	Owner:	DPW	Contractor:	Korando Corporation
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RFI No.	RFI Date	Description	Response Date	Total Days	Follow up Yes/No	Reviewer		
						Name	Date to reviewer	Date from reviewer
001	2/6/2015	Corrosion Inhibitor	2/6/2015	0	No	J. Marlowe	2/6/2015	2/6/2015
002	2/6/2015	Corrosion Inhibitor – Epoxy-coated Rebar	2/11/2015	5	No	J. Marlowe	2/6/2015	2/11/2015
003	2/11/2015	Casting Bed	2/12/2015	1	No	J. Marlowe	2/11/2015	2/12/2015
004	2/12/2015	Prestress Release Strength Requirements for Piles	2/18/2015	6	No	J. Marlowe	2/12/2015	2/18/2015
005	2/20/2015	Rebar for Box Beam	2/26/2015	6	No	J. Marlowe	2/20/2015	2/26/2015
006	3/2/2015	Boring Test in Lieu of Test Piles	3/16/2015	14	No	J. Marlowe	3/2/2015	3/16/2015
007	3/5/2015	Concrete Pole Foundation	3/5/2015	0	Yes	J. Marlowe	3/05/2015	03/5/2015
008	3/9/2015	Concrete Power Poles (CPP #1) Location	3/16/2015	7	No	J. Marlowe	3/9/2015	3/16/2015
009	4/8/2015	Electrical Concrete Pedestal Location	4/22/2015	15	Yes	J. Marlowe	4/8/2015	4/22/2015
010	4/17/2015	Traffic Signs Requirements	5/4/2015	18	No	C. Richards	4/17/2015	5/1/2015
011	4/30/2015	Load Capacity of Existing Temporary Single Lane	5/5/2015	6	No	J. Marlowe	4/30/2015	5/5/2015

CONTRACTOR REPORTS LOG

DATE: June 16, 2015

CERTIFIED PAYROLLS

SCR Labor Standards 4 4.1 'Within 7 working days'

PAYROLL NUMBER	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
21 we 5/31	06/12/15		4	Under review; Pending approved SF1444 and Monthly Apprenticeship Documentation
20 we 5/24	06/05/15	06/02/15	-3	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
19 we 5/17	05/29/15	05/26/15	-3	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
18 we 5/10	05/22/15	05/14/15	-8	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
17 we 5/3	05/15/15	05/14/15	-1	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
16 we 4/26	05/10/15	04/28/15	-12	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
15 we 4/19	05/01/15	04/28/15	-3	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
14 we 4/12	04/24/15	04/28/15	4	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
13 we 4/5	04/17/15	04/28/15	11	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
12 we 3/29	04/10/15	04/28/15	18	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
11 we 3/22	04/03/15	04/28/15	25	REVR, 6/15/15; Pending approved SF1444 and Monthly Apprenticeship Documentation
10 we 3/15	03/27/15	03/17/15		No comments.
9 we 3/8	03/20/15	03/10/15		No comments.
8 we 3/1	03/13/15	03/10/15		No comments.
7 we 2/22	03/06/15	02/24/15		No comments.
6 we 2/15	02/27/15	02/24/15		No comments.
5 we 2/8	02/20/15			No comments.
4 we 2/1	02/13/15			No comments.
3 we 1/25	02/06/15			No comments.
2 we 1/18	01/30/15			No comments.
1 we 1/11	01/23/15			No comments.

APPRENTICE TRAINING REPORTS

Executive Order 2012-04 / RCP IV. 4 / Labor Standards 11.

ESTIMATE Month	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
MAY	6/1/2015		15	Apprentice Program Documentation to be submitted
APRIL	5/1/2015		45	Apprentice Program Documentation to be submitted
MARCH	4/1/2015		75	Apprentice Program Documentation to be submitted
FEBRUARY	3/1/2015		105	Apprentice Program Documentation to be submitted
JANUARY	2/1/2015		135	Apprentice Program Documentation to be submitted

CONTRACTOR PRODUCTION REPORTS

FP-03 153.04 'Within one working day'

WEEK ENDING DATE	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
14-Jun	6/15/15		1	Not received.
7-Jun	6/8/15		8	Not received.
31-May	6/1/15	6/8/15	7	Under review; Pending labor classification corrections
24-May	5/29/15	6/8/15	9	Under review; Pending labor classification corrections
17-May	5/22/15	5/29/15	7	Under review; Pending labor classification corrections
10-May	4/27/15	5/25/15	28	Under review; Pending labor classification corrections
3-May	4/27/15	5/25/15	28	Under review; Pending labor classification corrections
26-Apr	4/27/15	5/25/15	28	Under review; Pending labor classification corrections
19-Apr	4/20/15	5/25/15	35	Under review; Pending labor classification corrections
12-Apr	4/13/15	5/25/15	42	Under review; Pending labor classification corrections
5-Apr	4/6/15	5/12/15	36	Under review; Pending labor classification corrections
29-Mar	3/30/15	5/12/15	76	Under review; Pending labor classification corrections
22-Mar	3/23/15	5/12/15	83	Under review; Pending labor classification corrections
15-Mar	3/16/15	5/12/15	56	Under review; Pending labor classification corrections
8-Mar	3/9/15	5/12/15	63	Under review; Pending labor classification corrections
1-Mar	3/2/15	3/10/15	8	Reports received.
22-Feb	2/23/15	3/10/15	17	Reports received.
15-Feb	2/16/15	3/10/15	24	Reports received.
8-Feb	2/9/15	2/9/15	0	Reports received.
1-Feb	2/2/15	2/9/15	7	Reports received.
25-Jan	1/26/15	2/5/15	9	Reports received.
18-Jan	1/19/15	2/5/15	16	Reports received.
11-Jan	1/12/15	2/5/15	23	Reports received.

CONTRACTOR TRAFFIC CONTROL REPORTS

FP-03 153.04

WEEK ENDING DATE	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
14-Jun	6/15/15		1	Not received.
7-Jun	6/8/15		8	Not received.
31-May	6/1/15		15	Not received.
24-May	5/25/15		21	Not received.
17-May	5/18/15		28	Not received.
10-May	5/11/15		35	Not received.
3-May	5/4/15		42	Not received.
26-Apr	4/27/15		49	Not received.
19-Apr	4/20/15		56	Not received.
12-Apr	4/13/15		63	Not received.
5-Apr	4/6/15		70	Not received.
29-Mar	3/30/15		76	Not received.
22-Mar	3/23/15		83	Not received.
15-Mar	3/16/15		90	No activity.
8-Mar	3/9/15		97	No activity.
1-Mar	3/2/15		104	No activity.
22-Feb	2/23/15		113	No activity.
15-Feb	2/16/15		120	No activity.
8-Feb	2/9/15		127	No activity.
1-Feb	2/2/15		134	No activity.
25-Jan	1/26/15		140	No activity.
18-Jan	1/19/15		147	No activity.
11-Jan	1/12/15		154	No activity.

CONTRACTOR EROSION CONTROL REPORTS

FP-03 157.12 "minimum every 7 days, or within 24 hours after more than 3/8" rain. Turn in within one day"

WEEK ENDING DATE	DATE DUE	DATE RECEIVED	DAYS PAST DUE	REMARKS
14-Jun	6/15/15	6/12/15	-3	Report received, 6/12
7-Jun	6/8/15	6/8/15	0	Report received, 6/5
31-May	6/1/15	6/2/15	1	Report received, 5/29
24-May	5/25/15	5/22/15	-3	Report received, 5/22
17-May	5/18/15	5/22/15	4	Report received, 5/14
10-May	5/11/15	5/22/15	11	Report received, 5/8
3-May	5/3/15	5/22/15	19	Report received, 5/1
26-Apr	4/27/15	5/22/15	25	Report received, 4/24
19-Apr	4/20/15	5/22/15	32	Report received, 4/17
12-Apr	4/13/15	5/22/15	39	Report received, 4/10
5-Apr	4/6/15	5/22/15	46	Report received, 4/2
29-Mar	3/30/15	5/22/15	52	Report received, 3/27
22-Mar	3/23/15	5/22/15	59	Report received, 3/20
15-Mar	3/16/15		90	No activity.
8-Mar	3/9/15		97	No activity.
1-Mar	3/2/15		104	No activity.
22-Feb	2/23/15		113	No activity.
15-Feb	2/16/15		120	No activity.
8-Feb	2/9/15		127	No activity.
1-Feb	2/2/15		134	No activity.
25-Jan	1/26/15		140	No activity.
18-Jan	1/19/15		147	No activity.
11-Jan	1/12/15		154	No activity.

EXHIBIT F

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

September 8, 2015

VIA HAND DELIVERY & EMAIL

Mr. Glenn Leon Guerrero
Director
Department of Public Works
Dipattamenton Che'Cho' Pubbleko
542 North Marine Corps Drive
Upper Tumon, Guam 96913

**Re: REQUEST TO TERMINATE CONTRACT AND TO DEBAR STANLEY
CONSULTANTS, INC. (GU-NH-PCMS (002))**

Dear Mr. Leon Guerrero:

Following review of DPW's partial response to Korando Corporation's ("Korando") Sunshine Act Request to DPW dated August 10, 2015, Korando believes that it was wrongfully terminated for cause because: (1) Stanley Consultants, Inc. ("Stanley") acted improperly when it altered the Submittal Logs to cover up its mistakes as stated in its letter of August 7, 2015; (2) Korando has reasons to believe that the stated grounds for termination were pretextual; and (3) Stanley's actions caused substantial delays to the project prior to Korando's termination, and after the termination. These wrongful acts by Stanley have caused substantial monetary damages to Korando.

Today, Korando filed its appeal of DPW's termination of Korando's contract with the Office of Public Accountability in the case entitled In Re Appeal of Korando Corporation (OPA-PA-15-009) ("Korando Appeal"), asking the OPA to find that the Korando Contract was wrongfully terminated, and asking the OPA to terminate the Korando Contract for convenience. A copy of the Korando Appeal without the referenced exhibits is attached for your reference.

REQUEST TO TERMINATE TASK ORDER NO. 5 **(GU-NY-PCMS(002))**

It is our understanding that Westchester Fire Insurance Company ("Westchester") has encountered difficulty obtaining bids for the project, due in large part to Stanley's continuing participation and involvement in this project. Stanley has developed a reputation on Guam of being extremely unreasonable and difficult to work with on projects; there is a perception in the contracting community that projects encounter more delays due to difficulties dealing with Stanley. Stanley's practice of approving submittals, only to revoke approvals months later, without any notice, renders it impossible for any contractor to properly estimate the cost of a project with liquidated damages, or

a completion time. Korando has good reason to believe that the cost of completing this project with Stanley as construction manager will include a "Stanley Premium" -- an added amount which will be in the millions. The liquidated damages alone, as estimated by DPW, are currently in excess of \$700,000. Korando will not only pursue the OPA Appeal, but will pursue claims against Stanley for any losses which it believes are caused by Stanley.

The allegations of misconduct against Stanley, the filing of the OPA Appeal, and the debarment proceedings requested in this letter, create a significant conflict of interest. Stanley cannot objectively represent its client, DPW and the Territory of Guam, while defending itself in proceedings in which it has substantial financial and criminal exposure. Stanley should be immediately removed from performing further work on this project, and *Task Order No. 5* issued pursuant to the *Technical Support Services Islandwide Professional Construction Management Services, Project No. GU-NH-PCMS (002)* dated June 4, 2013 ("Task Order No. 5"), should be terminated.

If Korando's contract is not terminated for convenience by DPW, allowing Stanley to continue its role as the Construction Manager will lead to among other things, further delays, additional construction costs (the Stanley Premium), and liquidated damages, all of which Korando will challenge. Thus, it is in the Territory of Guam's best interest to mitigate its damages, and to terminate Task Order No. 5 for the reasons stated.

REQUEST TO DEBAR STANLEY CONSULTANTS, INC.
UNDER 5 GCA §5426(b)(4) AND 5 GCA §5426(b)(5)

Korando requests that DPW debar Stanley based on its misconduct in carrying out its duties as the Construction Manager on the project as set forth in my letter dated August 7, 2015, and in the OPA Appeal.

Cause for debarment also exists based on Stanley's breach of the *Indefinite Delivery Indefinite Quantity Basic Agreement between Stanley Consultants, Inc. and the Department of Public Works* dated June 4, 2013 ("IDIQ Contract"):

1. Stanley has failed to obtain Professional Liability Insurance, including errors and omissions coverage, in an amount not less than \$1,000,000 per claim in the aggregate. See Section 8.2(E), IDIQ Contract. This is a separate and independent cause for debarment under 5 GCA §5426(b)(4)¹.

¹ 5426(b)(4) states that causes for debarment or suspension include:

(4) violation of contract provisions, as set forth below, of a character which is regarded by the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency to be so serious as to justify debarment action;

2. In falsifying submittal logs, Stanley breached Section 12.2 of the IDIQ Contract requiring it to “comply with all applicable Federal, state and local laws, statutes and ordinances.” Stanley’s has refused to provide any information to DPW in connection with Korando’s August 10, 2015 Sunshine Act Requests. Stanley is required under the Sunshine Act to provide these documents. In refusing to cooperate and provide information, it has violated Guam law. These are two separate and independent causes for debarment under 5 GCA §5426(b)(4).

3. Stanley’s falsification of the submittal logs in a violation of 9 GCA §55.101 of Guam law and 18 U.S.C. §2071(b) of federal law, together with Stanley’s other misconduct in managing this project, constitute separate and independent causes for debarment under 5 GCA §5426(b)(5). Section 5426(b)(5) permits debarments where:

(5) any other cause the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency determines to be so serious and compelling as to affect responsibility as a territorial contractor, including debarment by another governmental entity for any cause listed in regulations of the Policy Office.

Stanley’s misconduct and refusal to produce documents to Korando or DPW in response to Korando’s Sunshine Act requests, and more importantly, Stanley’s refusal to cooperate in DPW’s investigative efforts, underscore Stanley’s lack of responsiveness and cooperation in resolving these serious concerns.

Any further involvement by Stanley in the project will result in additional delays, additional costs in the form of liquidated damages and project completion time. Korando demands that DPW mitigate its damages, and remove Stanley from this project by terminating Task Order No. 5.

Alternatively, Korando requests that DPW rescind the July 10, 2015, termination, and terminate the Korando contract for convenience. Korando would be amenable to a global resolution of all matters involving all parties, if DPW were to agree to a termination for convenience.

(A) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

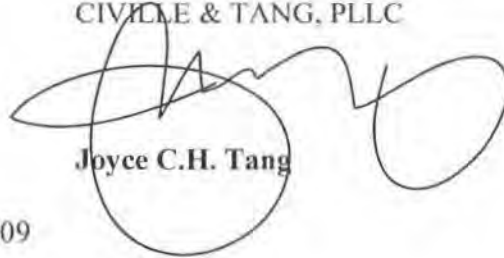
(B) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

Mr. Glenn Leon Guerrero
DEPARTMENT OF PUBLIC WORKS
September 8, 2015
Page 4

Korando reserves its right to supplement its request for debarment as information becomes available. Please do not hesitate to contact me if you have further questions or comments.

Sincerely,

CIVILLE & TANG, PLLC

A handwritten signature in black ink, appearing to read "Joyce C.H. Tang". The signature is stylized with large loops and a long horizontal stroke extending to the right.

Joyce C.H. Tang

Enclosure: OPA Appeal OPA-15-009
(excluding Exhibits)

cc: Tom Keeler, Esq.
Tom Sterling, Esq.
Henry Marquard, Esq.
Mr. Sam Haagenson (Vertex)
Mr. Joseph Pecht (Parsons)

EXHIBIT G



The Honorable
Eddie Baza Calvo
 Governor

The Honorable
Ray Tenorio
 Lieutenant Governor



Glenn Leon Guerrero
 Director
Felix C. Benavente
 Deputy Director

MEMORANDUM

TO: Director

FROM: Acting Highway Administrator

SUBJECT: Debarment Request Report



Korando Corporation ("Korando"), which was recently terminated for breach of contract from the Bile/Pigua Bridge Reconstruction Project No. GU-NH-NBIS(007) ("Project"), submitted a letter on September 8, 2015 requesting that the DPW's Construction Manager ("CM") Stanley Consultant, Inc. ("Stanley") on the Bile/Pigua Bridge Reconstruction Contract be debarred. At the time, the department determined Korando's permanent work on the Project was less than one percent (1%), and it was estimated that Korando would exceed the completion date by more than one hundred thirty-two (132) days. The grounds for the request, and my recommendation, are in the order presented in Ms. Tang's letter.

1. Korando's allegation that Stanley breached its contract by failing to obtain Professional Liability Insurance is incorrect. It is true that updated copies of coverage were not in DPW's files, however, this is not uncommon. Upon following up with Stanley, I was advised that Stanley had changed providers for professional liability coverage in the fall of 2014 and that the new provider had mailed copies to DPW. Stanley recently provided

duplicate copies documenting the required coverage to update DPW's files. Stanley's files are current, with copies having been provided to Korando. This allegation doesn't serve as a basis to debar.

2. Korando's next claim is that Stanley should be terminated for failing to cooperate in responding to Korando's August 10, 2015 FOIA request. While I am concerned with Stanley's failure to fully cooperate in responding to the FOIA request(s) served on DPW, I understand that Stanley claims internal communications are privileged, and as such, I think this is a matter best addressed by the courts. This can be revisited once addressed by a court.

3. Korando also claims that Stanley should be debarred for falsifying submittal logs. Stanley states that the submittal log is used to monitor the status of Project submittals and is regularly updated/revised. These updates/revisions were done with Korando's knowledge and Korando failed to raise a concern or object to the practice. As the updating of the submittal logs was done with Korando's knowledge and without objection, I don't consider this to be a valid ground for debarment. There is nothing in the record to support a claim that Stanley intended to defraud Korando.

I also want to address Korando's demand that Stanley be removed from the Project, which I consider inappropriate. DPW doesn't need its contractors, particularly one that defaulted on a major contract after having made virtually no tangible effort to perform, to advise, let alone demand, who the DPW uses for a CM. This issue is moot, as you decided for entirely separate reasons, that it was in the best interest of the government and parties to use a different CM for the Project's takeover agreement.

In closing, I don't believe there are any good faith grounds to debar Stanley. Further, considering that Korando had completed less than one percent (1%) of the permanent work at the time of termination (and it was estimated that Korando would exceed the completion date by more than one hundred thirty-two (132) days), I recommend that the DPW consider whether it is appropriate to debar Korando and its principals for up to two (2) years.



Joaquin Blaz
Acting Highway Administrator

Dated: September 22, 2015.

EXHIBIT H



*The Honorable
Eddie Baza Calvo
Governor*

*The Honorable
Ray Tenorio
Lieutenant Governor*



Mr. Richard E. Stump
Vice President, Responsible Managing Employee, Guam
Stanley Consultants, Inc.
Sunny Plaza, Suites 203-204
125 Tun Jesus Crisostomo Street
Tamuning, GU 96913

**Ref: Task Order No. GU-NH-PCMS(002)-STANLEY-05
Technical Support Services, Islandwide Professional Construction
Management Services, Project No. GU-NH-PCMS(002) for Bile/Pigua
Bridge Replacement, Project No. GU-NH-NBIS(007)**

Dear Mr. Stump,

The Department of Public Works (DPW) has determined that it is in the best interests of the Government of Guam to issue a new Task Order and to use a different construction management consultant for the Takeover Agreement on the Bile/Pigua Bridge Replacement Project.

This decision was made after careful consideration for a number of factors, including the possibility of further legal action against both the Department of Public Works and Stanley Consultants by the recently terminated Korando Corporation on the Bile/Pigua project. This letter serves as notification that Task Order No. GU-NH-PCMS(002)-Stanley-05 is hereby terminated effective 5:00 PM ChST on Friday, September 11, 2015 in accordance with section 6.1 of Stanley Consultants, Inc. Basic Agreement. Any costs related to this project that Stanley Consultants may incur after this date will be non-reimbursable by the DPW.

As Stanley Consultants is in physical possession of documents related to the Bile/Pigua project you are hereby directed to turn over all documentation and records to Parsons Transportation Group not later than the day and time specified above.

The Department of Public Works looks forward to our continued working relationship on your other Task Orders as well as future projects.

Sincerely,


GLENN LEON GUERRERO

Cc:  Richelle Takara, FHWA
Michael Lanning, PTG
Tom Keeler, DPW

TKeeler/JBlaz

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